

# TEHAMA COUNTY BOARD OF SUPERVISORS

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



Gabriel Hydrick  
Chief Administrator

Margaret Long  
County Counsel

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

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

## AGENDA FOR TUESDAY, JULY 1, 2025

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

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

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

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

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

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

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

The Agenda is divided into two sections:

**CONSENT AGENDA:**

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

**REGULAR AGENDA:**

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

**9:00 AM CALL TO ORDER / PLEDGE OF ALLEGIANCE**

**REMINDER - The July 8th meeting of the Board of Supervisors is cancelled pursuant to Board policy.**

**PLEASE TURN OFF OR MUTE YOUR CELL PHONE****PUBLIC COMMENT**

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

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

**ANNOUNCEMENT OF AGENDA CORRECTIONS****PREVIOUS REPORTABLE ACTIONS FROM CLOSED SESSION****BOARD OF SUPERVISORS STANDING AND AD HOC COMMITTEE**



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

**Public Works Committee (Standing) (Hansen, Walker)**

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

**Public Safety Tax Initiative Working Group (Hansen, Jones)**

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

## **REPORTS OF MEETINGS ATTENDED INCLUDING AB1234**

## **ANNOUNCEMENTS BY COUNTY DEPARTMENTS**

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

### **CONSENT AGENDA**

1. **GENERAL WARRANT REGISTER - 6/8/25 - 6/14/25** [25-1131](#)
2. **PERSONNEL / PUBLIC WORKS** [25-0939](#)
  - a) Request approval to appoint the candidate as an Accounting Technician I at Salary Range 18, Step B, effective 7/1/25 or upon successful completion of all pre-employment requirements
3. **PUBLIC WORKS** [25-1130](#)
  - a) ROAD AGREEMENT - Request approval and authorization for the Interim Director to sign Amendment No. 2 to the Agreement (Road Agreement 2023-3) and as amended by No. 1 (Road Agreement 2025-1) with Consor Engineering or the purpose of providing construction management services related to the Evergreen Road at South Fork Cottonwood Creek Bridge Replacement Project; thereby increasing the Maximum Compensation to \$2,846,531.92 for construction management services for the remaining duration of the project (*Subject to receipt of required insurance documentation*)
4. **FIRE** [25-1069](#)
  - a) AGREEMENT - Request approval and authorization for the Chair to sign the Renewal Lease Agreement between the Tehama County Fire Department and the Rancho Tehama Association for the Fire Station building at 17155 Rancho Tehama Road, Corning, CA 96021, in the amount of \$4,500 yearly, effective 7/1/25 through 7/1/26 with annual renewal up to five years
5. **HEALTH SERVICES AGENCY / PUBLIC HEALTH** [25-0977](#)

a) Request confirmation of an application submitted by the Tehama County Health Services Agency (TCHSA) for the California Department of Public Health (CDPH) Women, Infants, and Children (WIC) funding agreement application (AFA) and related documents for Federal Fiscal Years 25 through 28, in a total amount of \$2,974,653

**6. HEALTH SERVICES AGENCY / MENTAL HEALTH [25-1139](#)**

a) AGREEMENT - Request approval and authorization for the Executive Director to sign the agreement with LocumTenens.com, LLC, for the purpose of locating and arranging for locum tenens Psychiatrists, Psychiatric Nurse Practitioners, Physician's Assistants, Psychologists, and Licensed Clinical Workers to provide medical services at the amounts set forth on Exhibit "A", with maximum compensation not to exceed \$600,000 in any one fiscal year, effective 7/1/25 and shall terminate 6/30/28 (*Subject to receipt of required insurance documentation*)

**7. HEALTH SERVICES AGENCY / MENTAL HEALTH [25-1140](#)**

a) AGREEMENT - Request approval and authorization for the Executive Director to sign the Amendment No. 2 to the Misc. Agreement 2024-198 (as amended by Misc. Agree. 2025-040) with Willow Glen Care Center, a California corporation, for the purpose of providing community residential treatment services, thereby amending the rates set forth in Exhibit "E" to include the rates for Fiscal Year 25/26, with a maximum compensation not to exceed \$1,600,000 in any fiscal year, effective 7/1/24 and shall terminate 6/30/26 (*Subject to receipt of required insurance documentation*)

**8. HEALTH SERVICES AGENCY / MENTAL HEALTH [25-1141](#)**

a) AGREEMENT - Request approval and authorization for the Executive Director to sign the Agreement with Restpadd Inc., for the purpose of providing Psychiatric Inpatient Services for the rates as set forth in Exhibit "B" with maximum compensation not to exceed \$2,400,000 effective 7/1/25 and terminate 6/30/29 (*Subject to receipt of required insurance documentation*)

**9. HEALTH SERVICES AGENCY / SOCIAL SERVICES / PROBATION DEPARTMENT [25-1142](#)**

a) AGREEMENT - Request approval and authorization for Executive Director of Health Services, Executive Director of Social Services, Chief Probation Officer and Health Officer to sign the Health Care Program for Children in Foster Care (HCPFC) interagency memorandum of understanding (MOU) for FY 24/25 and FY 26/27 to assure compliance with Federal and State regulations for the implementation of the Children's Medical Services (CMS) Plan

**10. HEALTH SERVICES AGENCY / MENTAL HEALTH [25-1143](#)**

a) AGREEMENT - Request approval and authorization for the Executive Director to sign the Agreement with Restpadd Health Corp., for the purpose of providing psychiatric inpatient services for the rates as set forth in Exhibit "B" with maximum compensation not to exceed \$3,000,000 effective 7/1/25 and shall terminate 6/30/27 (*Subject to receipt of required insurance documentation*)

**11. HEALTH SERVICES AGENCY / MENTAL HEALTH [25-1146](#)**

a) AGREEMENT - Request approval and authorization for the Executive Director to sign the Agreement with Kings View, for the purpose of providing telemedicine outpatient psychiatry services and conservator evaluations, for the rate amounts set forth in Exhibit "B", with compensation amount not to exceed \$200,000 during any fiscal year, for a total maximum amount not to exceed \$600,000, effective 7/1/25 and shall terminate 6/30/28 *(Subject to receipt of required insurance documentation)*

**12. HEALTH SERVICES AGENCY / MENTAL HEALTH [25-1147](#)**

a) AGREEMENT - Request approval and authorization for the Executive Director to sign the Agreement with Native American Mental Health Services, dba North American Mental Health Services, Inc., for the purpose of providing outpatient psychiatry services and conservatorship evaluations for the rates as stated in Exhibit "B" with maximum compensation not to exceed \$400,000, effective 7/1/25 and shall terminate 6/30/29 *(Subject to receipt of required insurance documentation)*

**13. SHERIFF'S OFFICE [25-1151](#)**

a) AGREEMENT - Request ratification and authorization for the Chair and Sheriff to sign Amendment #5 with Inmate Calling Solutions, LLC dba ICSolutions (Misc. Agree. #2019-123) as amended by Misc. Agree #2022-130, #2022-201, #2023-105 and #2024-274, thereby extending the term effective 5/8/25 and shall terminate 5/7/26

### REGULAR AGENDA

**14. HEALTH SERVICES AGENCY / MENTAL HEALTH - Executive Director Jayme Bottke [25-1144](#)**

a) AGREEMENT- Request approval and authorization for the Executive Director to sign the agreement with Prime Health Care Services - Shasta, LLC dba Shasta Regional Medical Center for the purpose of providing psychiatric inpatient services, for a maximum compensation not to exceed \$2,100,000, effective 7/1/24 and shall terminate 6/30/27 *(Subject to receipt of required insurance documentation)*

**15. PROBATION DEPARTMENT - Chief Probation Officer Pam Gonzalez / Superintendent Todd Hansen [25-1118](#)**

a) INFORMATIONAL PRESENTATION - Regarding the Tehama County Juvenile Detention Facility's programs and services provided to in-custody youths

**16. SHERIFF'S OFFICE - Sheriff Dave Kain [25-1149](#)**

a) AGREEMENT - Request approval and authorization for the Chair and the Sheriff to sign Agreement with Ronald L. Clark, DDS, for the purpose of providing dental and medical services to inmates of the Tehama County Jail for the rates set forth in Exhibit "B" with a not to exceed amount of \$100,000.00, effective 7/1/25, and shall remain in effect until 6/30/26.

**17. PUBLIC WORKS - Interim-Director Will Pike [25-1136](#)**

a) ORDINANCE NO. 2148 - Request to adopt an Ordinance to amend Ordinance No. 1883 authorizing the Director of Public Works thus replacing the Road Commissioner as the authority to submit the department reports regarding adjustment for inflation to

the amount of parcel charges for each parcel of real property within Tehama County  
Permanent Road Division 0602 (Bywood Drive)

- 1) Waive the second reading
- 2) Adopt the Ordinance

**18. PERSONNEL / PUBLIC WORKS - Interim Director Will Pike** [25-1115](#)

a) Request approval to appoint the candidate as a Senior Civil Engineer EH at Salary Range 54, Step E, effective 7/13/25 or upon successful completion of all pre-employment requirements

**19. BOARD OF SUPERVISORS** [25-1167](#)

a) Appoint Al Cathey as Interim Road Commissioner, upon successful completion of all pre-employment requirements

## **FUTURE AGENDA ITEMS**

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

## **ADJOURN**

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

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

## **DISCLOSURE OF CAMPAIGN CONTRIBUTIONS PURSUANT TO GOVERNMENT CODE SECTION 84308:**

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

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

### **WAYS TO PARTICIPATE, WATCH AND LISTEN DURING THE MEETING:**

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

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### **PROVIDE PUBLIC COMMENT BEFORE THE MEETING BY:**

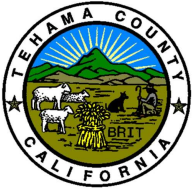
- 1) Writing a letter to the Board of Supervisors at PO Box 250, Red Bluff, CA 96080.
- 2) Emailing: [tcbos@tehama.gov](mailto:tcbos@tehama.gov). Written or emailed public comments received by 4:00 p.m. the day prior to the meeting will be provided to the Board members electronically or in written format 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

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**File #:** 25-1131

**Agenda Date:** 7/1/2025

**Agenda #:** 1.

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### GENERAL WARRANT REGISTER - 6/8/25 - 6/14/25

#### **Requested Action(s)**

#### **Financial Impact:**

As Listed.

#### **Background Information:**

[Click here to enter Background Info.](#)

**Tehama County**  
**TEBK400 - Check Register**  
**Issue Dates between Jun 8, 2025 and Jun 14, 2025**

**Report Generated on: Jun 17, 2025 7:52:06 AM**

Check Number	Post Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Check Amount
00000403	06/06/2025	108325	STAPLES ADVANTAGE	106	PUBLIC SAFETY	2036-53220	JUVENILE HALL	7005401081A inv. 6032551868	\$185.55
00000403	06/06/2025	108325	STAPLES ADVANTAGE	106	PUBLIC SAFETY	2037-53220	PROBATION	7005401081B inv. 6032551879	\$280.07
00000403	06/06/2025	108325	STAPLES ADVANTAGE	106	PUBLIC SAFETY	2037-53220	PROBATION	7005401090A-6032551920	\$15.68
00000403	06/06/2025	108325	STAPLES ADVANTAGE	106	PUBLIC SAFETY	2037-53220	PROBATION	7005401090b 6032551922	\$38.02
00000403	06/06/2025	108325	STAPLES ADVANTAGE	106	PUBLIC SAFETY	2037-53220	PROBATION	7005401090C 6032551929	\$27.05
00000403	06/06/2025	108325	STAPLES ADVANTAGE	108	SOCIAL SERVICES	5013-53220	SOCIAL SERVICES	LA 1054406	\$456.17
70874731	06/06/2025	113573	AT&T U-VERSE	106	PUBLIC SAFETY	2037-53120	PROBATION	138860118-JUNE 2025	\$96.30
70874732	06/06/2025	122025	BIMBO BAKERIES USA	106	PUBLIC SAFETY	2035-53130	DAY REPORTING CE	64121690005951	\$37.95
70874732	06/06/2025	122025	BIMBO BAKERIES USA	106	PUBLIC SAFETY	2035-53130	DAY REPORTING CE	64121690005970	\$25.30
70874732	06/06/2025	122025	BIMBO BAKERIES USA	106	PUBLIC SAFETY	2035-53130	DAY REPORTING CE	64121690006000	\$64.96
70874733	06/06/2025	100155	BOB BARKER COMPANY	106	PUBLIC SAFETY	2036-53140	JUVENILE HALL	AC TEHCA5 WINDOW SHIELDS	\$269.98
70874738	06/06/2025	100376	CITY OF RED BLUFF	106	PUBLIC SAFETY	2035-53300	DAY REPORTING CE	AC 007005-000 THRU 05/02/25	\$30.54
70874738	06/06/2025	100376	CITY OF RED BLUFF	106	PUBLIC SAFETY	2036-53300	JUVENILE HALL	AC#006291-000 THRU 05/02/25	\$360.19
70874740	06/06/2025	103583	DIAMOND DRUGS INC	106	PUBLIC SAFETY	2036-53190	JUVENILE HALL	1497282A TC	\$281.50
70874740	06/06/2025	103583	DIAMOND DRUGS INC	106	PUBLIC SAFETY	2036-53190	JUVENILE HALL	1497282B Trinity OC Youth	\$97.77
70874740	06/06/2025	103583	DIAMOND DRUGS INC	106	PUBLIC SAFETY	2036-53190	JUVENILE HALL	1497282C SIS OTC Youth	\$29.23
70874740	06/06/2025	103583	DIAMOND DRUGS INC	106	PUBLIC SAFETY	2036-53190	JUVENILE HALL	1504203 OTC with Tax	\$9.91



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70874740	06/06/2025	103583	DIAMOND DRUGS INC	106	PUBLIC SAFETY	2036-53190	JUVENILE HALL	1504203A TC	\$503.62
70874740	06/06/2025	103583	DIAMOND DRUGS INC	106	PUBLIC SAFETY	2036-53190	JUVENILE HALL	1504203B Glenn Youth April 25	\$40.45
70874740	06/06/2025	103583	DIAMOND DRUGS INC	106	PUBLIC SAFETY	2036-53190	JUVENILE HALL	1504203C Sis Co Youth	\$26.25
70874740	06/06/2025	103583	DIAMOND DRUGS INC	106	PUBLIC SAFETY	2036-53190	JUVENILE HALL	1504203D Trinity Youth	\$45.89
70874740	06/06/2025	103583	DIAMOND DRUGS INC	106	PUBLIC SAFETY	2036-53190	JUVENILE HALL	1504203F OTC without Tax	\$712.75
70874741	06/06/2025	110482	DOMINION VOTING SYSTEMS INC	101	GENERAL FUND	1052-53170	ELECTIONS	Replacement Laptop	\$1,610.26
70874743	06/06/2025	123262	EXPRESS SERVICES INC	108	SOCIAL SERVICES	5013-53230	SOCIAL SERVICES	PROFESSIONAL/SPECIAL SERV	\$15,689.93
70874744	06/06/2025	V000237	GOLDEN RULE SMALL ENGINES	106	PUBLIC SAFETY	2035-53270	DAY REPORTING CE	AC 106294 Trimmer Loop Handled	\$1,415.66
70874747	06/06/2025	112395	HOME DEPOT CREDIT SERVICES	108	SOCIAL SERVICES	5013-53140	SOCIAL SERVICES	3524392	\$7.50
70874747	06/06/2025	112395	HOME DEPOT CREDIT SERVICES	108	SOCIAL SERVICES	5013-53140	SOCIAL SERVICES	511402	\$25.77
70874747	06/06/2025	112395	HOME DEPOT CREDIT SERVICES	108	SOCIAL SERVICES	5013-53140	SOCIAL SERVICES	9534867	\$13.95
70874748	06/06/2025	136121	HUNT & SONS LLC	101	GENERAL FUND	2061-53291	AGRICULTURE COMM	6095/488431	\$662.93
70874748	06/06/2025	136121	HUNT & SONS LLC	101	GENERAL FUND	2078-53291	DIV OF ANIMAL SE	6095/488431	\$336.65
70874748	06/06/2025	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2035-53291	DAY REPORTING CE	477642A	\$772.97
70874748	06/06/2025	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2036-53291	JUVENILE HALL	477642B	\$51.29
70874748	06/06/2025	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2037-53291	PROBATION	477642C	\$786.85



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70874749	06/06/2025	107605	INTAB INC	101	GENERAL FUND	1052-53220	ELECTIONS	Elections Seals	\$150.86
70874750	06/06/2025	102715	JOEL SNOW DBA	106	PUBLIC SAFETY	2035-53270	DAY REPORTING CE	DRC AC# 6189	\$1,354.47
70874751	06/06/2025	101699	JOHN W CORNELISON DBA	101	GENERAL FUND	1052-53230	ELECTIONS	152PA25 Rekey door	\$99.00
70874751	06/06/2025	101699	JOHN W CORNELISON DBA	101	GENERAL FUND	2071-53220	CLERK - RECORDER	Key copies	\$90.04
70874751	06/06/2025	101699	JOHN W CORNELISON DBA	106	PUBLIC SAFETY	2035-53170	DAY REPORTING CE	SML KEYS	\$65.71
70874754	06/06/2025	132936	MAIN STREET CAR WASH	108	SOCIAL SERVICES	5013-53170	SOCIAL SERVICES	MAINTENANCE OF EQUIPMENT	\$145.00
70874755	06/06/2025	124871	MEYERS POLICE K-9 TRAINING LLC	106	PUBLIC SAFETY	2037-53290	PROBATION	May 2025 TCA 04PA25	\$400.00
70874759	06/06/2025	116981	NORCAL PRESORT	101	GENERAL FUND	1023-53220	ASSESSOR	Mailing Sorting BPO 304340	\$151.06
70874760	06/06/2025	106919	NORTHERN CAL CHILD DEVELOPMENT	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	PROFESSION/SPEC OTHER	\$29,497.56
70874761	06/06/2025	123562	OBSIDIAN	106	PUBLIC SAFETY	2036-53230	JUVENILE HALL	June 2025 MA2024-14 JDF	\$5,250.32
70874761	06/06/2025	123562	OBSIDIAN	106	PUBLIC SAFETY	2037-53230	PROBATION	MA 2024-214 JUNE 2025	\$5,250.31
70874762	06/06/2025	104757	OFFICE DEPOT (BUSINESS SVCS DI	106	PUBLIC SAFETY	2037-53220	PROBATION	AC 89517192	\$150.92
70874764	06/06/2025	101231	PACIFIC GAS & ELECTRIC	106	PUBLIC SAFETY	2035-53300	DAY REPORTING CE	AC# 1297568514-5 05/14/25	\$168.32
70874765	06/06/2025	110993	PERPETUAL STORAGE INC	101	GENERAL FUND	2071-53260	CLERK - RECORDER	61PA25 film storage	\$340.62
70874769	06/06/2025	107725	PRO DOCUMENT SOLUTIONS INC	101	GENERAL FUND	1052-53220	ELECTIONS	8d2 Cards	\$855.37
70874770	06/06/2025	108185	PRODUCERS DAIRY FOODS INC	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	AC 717115	\$166.55

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70874770	06/06/2025	108185	PRODUCERS DAIRY FOODS INC	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	AC 717115 SNP	\$262.40
70874774	06/06/2025	131147	STEVE WESTABY	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	JDF 05/26/25 ORANGES	\$135.00
70874774	06/06/2025	131147	STEVE WESTABY	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	JDF FOOD 05-26-2026 Oranges	\$135.00
70874775	06/06/2025	107566	SYSCO	106	PUBLIC SAFETY	2035-53130	DAY REPORTING CE	531629832A Food	\$67.95
70874775	06/06/2025	107566	SYSCO	106	PUBLIC SAFETY	2035-53140	DAY REPORTING CE	531629832B Household	\$31.77
70874775	06/06/2025	107566	SYSCO	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	AC346486 Food	\$741.04
70874775	06/06/2025	107566	SYSCO	106	PUBLIC SAFETY	2036-53140	JUVENILE HALL	AC 346486 household	\$25.14
70874778	06/06/2025	105075	US FOODS INC	106	PUBLIC SAFETY	2035-53130	DAY REPORTING CE	AC 346486 Food 531714633	\$311.73
70874779	06/06/2025	101798	VALLEY VETERINARY CLINIC	101	GENERAL FUND	2078-532807	DIV OF ANIMAL SE	MED DON May 2025, 303946	\$3,131.28
70874780	06/06/2025	117079	VERIZON WIRELESS	106	PUBLIC SAFETY	2035-53120	DAY REPORTING CE	770720905-00041 thru 05/18/25	\$248.16
70874780	06/06/2025	117079	VERIZON WIRELESS	106	PUBLIC SAFETY	2036-53120	JUVENILE HALL	770720905-00041 thru 5/18/25	\$158.74
70874780	06/06/2025	117079	VERIZON WIRELESS	106	PUBLIC SAFETY	2037-53120	PROBATION	770720905-00041 thru 5/18/25	\$1,096.62
70874780	06/06/2025	117079	VERIZON WIRELESS	106	PUBLIC SAFETY	2037-53120	PROBATION	AC 94205536700002 thru 5/23/25	\$152.04
70874780	06/06/2025	117079	VERIZON WIRELESS	106	PUBLIC SAFETY	2037-53170	PROBATION	AC70720905-00023 THRU 05/18/25	\$204.03
70874783	06/06/2025	V000463	AMANDA DOYLE	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT AND CARE - OTHER	\$204.60
70874790	06/06/2025	V000437	KELLY M VANCE	101	GENERAL FUND	5062-55400	COMMUNITY	CAA Deposit #191	\$1,200.00

**Tehama County**  
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							ACTION		
70874791	06/06/2025	122371	LAURA PHILLIPS	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT AND CARE - OTHER	\$1,780.80
70874792	06/06/2025	108794	POSTMASTER	101	GENERAL FUND	2071-53220	CLERK - RECORDER	PO Box 250 annual fees	\$478.00
70874553	06/09/2025	103939	AT&T	112	HEALTH SERVICES	40121-53120	PUBLIC HEALTH	9391032958	\$22.45
70874553	06/09/2025	103939	AT&T	112	HEALTH SERVICES	40131-53120	MENTAL HEALTH	9391032958	\$8.09
70874553	06/09/2025	103939	AT&T	112	HEALTH SERVICES	40171-53120	DRUG & ALCOHOL	9391032958	\$8.09
70874553	06/09/2025	103939	AT&T	112	HEALTH SERVICES	40251-53120	CLINIC SERVICES	9391032912	\$41.22
70874554	06/09/2025	113434	FEDEX	106	PUBLIC SAFETY	2013-53220	DISTRICT ATTORNE	2210-8457-8	\$19.36
70874555	06/09/2025	113244	GREEN WASTE OF TEHAMA	101	GENERAL FUND	7033-53300	RED BLUFF VETERA	4018-1652750	\$198.04
70874555	06/09/2025	113244	GREEN WASTE OF TEHAMA	112	HEALTH SERVICES	40121-53140	PUBLIC HEALTH	4018-2160209	\$68.86
70874555	06/09/2025	113244	GREEN WASTE OF TEHAMA	112	HEALTH SERVICES	40131-53140	MENTAL HEALTH	4018-2160209	\$83.99
70874555	06/09/2025	113244	GREEN WASTE OF TEHAMA	112	HEALTH SERVICES	40131-53140	MENTAL HEALTH	4018-2236038	\$449.34
70874555	06/09/2025	113244	GREEN WASTE OF TEHAMA	112	HEALTH SERVICES	40171-53140	DRUG & ALCOHOL	4018-2160209	\$35.43
70874555	06/09/2025	113244	GREEN WASTE OF TEHAMA	112	HEALTH SERVICES	40251-53140	CLINIC SERVICES	4018-2160209	\$32.91
70874556	06/09/2025	123790	LAUNDRY WORLD UNIFORM & LINEN	101	GENERAL FUND	7033-53140	RED BLUFF VETERA	HOUSEHOLD EXPENSE	\$47.30
70874557	06/09/2025	123948	LEXIS NEXIS RISK SOLUTIONS	106	PUBLIC SAFETY	2013-53120	DISTRICT ATTORNE	1401935	\$165.00
70874558	06/09/2025	107154	STEPHEN C INNS	105	FIRE FUND	2042-53180	FIRE SCH C VOL	MTCE STRUCT-IMPRV-GROUNDS	\$189.95
70874559	06/09/2025	124296	SUN RIDGE SYSTEMS, INC.	101	GENERAL FUND	2075-53170	OFFICE OF EMERG	MAINTENANCE OF EQUIPMENT	\$12,711.00

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70874559	06/09/2025	124296	SUN RIDGE SYSTEMS, INC.	106	PUBLIC SAFETY	2027-53170	SHERIFF	MAINTENANCE OF EQUIPMENT	\$20,095.00
70874560	06/09/2025	127174	SUPERION, LLC	101	GENERAL FUND	101-105580	NOT APPLICABLE	PREPAID EXPENSE	\$3,795.78
70874561	06/09/2025	108541	TRI R GAS	101	GENERAL FUND	7032-53300	LOS MOLINOS VETE	2108M	\$976.06
70874562	06/09/2025	101821	WALKER PRINTING	106	PUBLIC SAFETY	2013-53220	DISTRICT ATTORNE	OFFICE EXPENSE	\$160.88
70874563	06/09/2025	T0038003	COURT-ORDERED DEBT COLLECTION	265	COUNTY P/R TRUST	265-207812	NOT APPLICABLE	LAFAYE CD-9259-77522	\$139.04
70874563	06/09/2025	T0038003	COURT-ORDERED DEBT COLLECTION	265	COUNTY P/R TRUST	265-207812	NOT APPLICABLE	STEVENS CD9252-38565	\$170.92
70874563	06/09/2025	T0038003	COURT-ORDERED DEBT COLLECTION	265	COUNTY P/R TRUST	265-207812	NOT APPLICABLE	WALTZ CD9261-69465	\$143.38
70874564	06/09/2025	134576	D KAIN-SHERIFF GARN	265	COUNTY P/R TRUST	265-207812	NOT APPLICABLE	BARRETT 21000065	\$58.00
70874564	06/09/2025	134576	D KAIN-SHERIFF GARN	265	COUNTY P/R TRUST	265-207812	NOT APPLICABLE	KING 22LC000340	\$100.00
70874564	06/09/2025	134576	D KAIN-SHERIFF GARN	265	COUNTY P/R TRUST	265-207812	NOT APPLICABLE	M ESTRELLA 24LC000090	\$391.71
70874564	06/09/2025	134576	D KAIN-SHERIFF GARN	265	COUNTY P/R TRUST	265-207812	NOT APPLICABLE	VILLALBA-CASTREJON NCI19078	\$59.18
70874564	06/09/2025	134576	D KAIN-SHERIFF GARN	265	COUNTY P/R TRUST	265-207812	NOT APPLICABLE	WALTZ 18LC000067	\$144.00
70874565	06/09/2025	V000058	EMPLOYMENT DEVELOPMENT DEPT	265	COUNTY P/R TRUST	265-207812	NOT APPLICABLE	KINNER-ID 1281944064	\$100.00
70874566	06/09/2025	100655	FRANCHISE TAX BOARD	265	COUNTY P/R TRUST	265-207812	NOT APPLICABLE	BECKER 111-46123-70	\$100.96

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70874566	06/09/2025	100655	FRANCHISE TAX BOARD	265	COUNTY P/R TRUST	265-207812	NOT APPLICABLE	GARNICA 111-74787-61	\$79.36
70874566	06/09/2025	100655	FRANCHISE TAX BOARD	265	COUNTY P/R TRUST	265-207812	NOT APPLICABLE	KIESS 110-96053-68	\$122.70
70874566	06/09/2025	100655	FRANCHISE TAX BOARD	265	COUNTY P/R TRUST	265-207812	NOT APPLICABLE	VANCE 120-51873-67	\$380.01
70874567	06/09/2025	104623	FRANCHISE TAX BOARD	265	COUNTY P/R TRUST	265-207812	NOT APPLICABLE	BRADLY 23P753020201	\$120.00
70874567	06/09/2025	104623	FRANCHISE TAX BOARD	265	COUNTY P/R TRUST	265-207812	NOT APPLICABLE	DRAKE 542158787	\$143.50
70874567	06/09/2025	104623	FRANCHISE TAX BOARD	265	COUNTY P/R TRUST	265-207812	NOT APPLICABLE	HUTCHISON-K9HUTCH20241	\$147.00
70874568	06/09/2025	T00299	SAM III JACKSON ETAL	310	SUPPL SECURED TA	310-301800	NOT APPLICABLE	062210023000 2024	\$208.34
70874569	06/09/2025	105387	ST ELIZABETH COMMUNITY HOSPITA	106	PUBLIC SAFETY	2013-53230	DISTRICT ATTORNE	PROFESSIONAL/SPECIAL SERV	\$334.50
70874570	06/09/2025	117211	STATE DISBURSEMENT UNIT	265	COUNTY P/R TRUST	265-207812	NOT APPLICABLE	BARRETT 300000003378737	\$697.38
70874570	06/09/2025	117211	STATE DISBURSEMENT UNIT	265	COUNTY P/R TRUST	265-207812	NOT APPLICABLE	BECKER FL66131	\$52.50
70874570	06/09/2025	117211	STATE DISBURSEMENT UNIT	265	COUNTY P/R TRUST	265-207812	NOT APPLICABLE	BERRY 3000000001569968	\$313.58
70874570	06/09/2025	117211	STATE DISBURSEMENT UNIT	265	COUNTY P/R TRUST	265-207812	NOT APPLICABLE	FLETCHER 2000000002079566	\$152.30
70874570	06/09/2025	117211	STATE DISBURSEMENT UNIT	265	COUNTY P/R TRUST	265-207812	NOT APPLICABLE	KEYS 2000000002006990	\$179.07
70874570	06/09/2025	117211	STATE DISBURSEMENT UNIT	265	COUNTY P/R	265-207812	NOT APPLICABLE	LINDUER 2000000000258403	\$202.15

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					TRUST				
70874570	06/09/2025	117211	STATE DISBURSEMENT UNIT	265	COUNTY P/R TRUST	265-207812	NOT APPLICABLE	MORRIS 20000002512994	\$15.69
70874570	06/09/2025	117211	STATE DISBURSEMENT UNIT	265	COUNTY P/R TRUST	265-207812	NOT APPLICABLE	RICKEY 300000003264650	\$215.07
70874570	06/09/2025	117211	STATE DISBURSEMENT UNIT	265	COUNTY P/R TRUST	265-207812	NOT APPLICABLE	RIDGWAY 3000005881156	\$444.00
70874571	06/09/2025	101306	U S POSTAL SERVICE	101	GENERAL FUND	2011-53220	DA VICTIM/WITNES	PO BOX FEE #519	\$210.00
70874571	06/09/2025	101306	U S POSTAL SERVICE	106	PUBLIC SAFETY	2013-53220	DISTRICT ATTORNE	PO BOX FEE #519	\$210.00
00000391	06/10/2025	100185	BEN'S TRUCK REPAIR INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	54500	\$674.93
00000392	06/10/2025	100502	CALIFORNIA NEWSPAPERS PARTNERS	102	ROAD FUND	3011-53240	ROAD DEPARTMENT	PUBLICATION/LEGAL NOTICES	\$75.91
00000393	06/10/2025	108325	STAPLES ADVANTAGE	101	GENERAL FUND	2011-53220	DA VICTIM/WITNES	LA 1054406	\$200.17
00000393	06/10/2025	108325	STAPLES ADVANTAGE	101	GENERAL FUND	2011-53220	DA VICTIM/WITNES	LA1054406	(\$134.76)
00000393	06/10/2025	108325	STAPLES ADVANTAGE	101	GENERAL FUND	6021-53280	LIBRARY	LA-1054406	\$61.84
00000394	06/10/2025	101719	THOMES CREEK ROCK	102	ROAD FUND	3011-53280	ROAD DEPARTMENT	15864A	\$1,506.30
70874572	06/10/2025	126687	AARON LATOURELL	105	FIRE FUND	2042-53210	FIRE SCH C VOL	MISCELLANEOUS EXPENSE	\$100.00
70874574	06/10/2025	103718	ALLSTAR FIRE EQUIPMENT INC	105	FIRE FUND	2042-53110	FIRE SCH C VOL	PO 21890	\$34,932.40
70874575	06/10/2025	132709	ALSCO GEYER IRRIGATION INC	105	FIRE FUND	2042-53170	FIRE SCH C VOL	305199	\$191.27
70874576	06/10/2025	100088	AMERIGAS PROPANE LP	105	FIRE FUND	2042-53250	FIRE SCH C VOL	200869106	\$159.28

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70874577	06/10/2025	133924	ANA MEX PROMOTIONS	113	CHILD SUPPORT	5015-53230	CHILD SUPPORT SE	0327	\$915.00
70874578	06/10/2025	103939	AT&T	101	GENERAL FUND	6021-53120	LIBRARY	9391032845	\$60.17
70874578	06/10/2025	103939	AT&T	102	ROAD FUND	3011-53120	ROAD DEPARTMENT	9391032846	\$31.59
70874578	06/10/2025	103939	AT&T	102	ROAD FUND	3011-53120	ROAD DEPARTMENT	9391032848	\$31.59
70874578	06/10/2025	103939	AT&T	102	ROAD FUND	3011-53120	ROAD DEPARTMENT	9391032849	\$699.83
70874579	06/10/2025	V000287	CINTAS CORPORATION NO 2	102	ROAD FUND	3011-53110	ROAD DEPARTMENT	CLOTHING & PERSONNEL SUPP	\$33.30
70874579	06/10/2025	V000287	CINTAS CORPORATION NO 2	102	ROAD FUND	3011-53140	ROAD DEPARTMENT	HOUSEHOLD EXPENSE	\$46.33
70874579	06/10/2025	V000287	CINTAS CORPORATION NO 2	102	ROAD FUND	3011-532801	ROAD DEPARTMENT	SHOP SUPPLIES EXPENSE	\$28.05
70874580	06/10/2025	100375	CITY OF CORNING	331	CITY OF CORNING	331-301800	NOT APPLICABLE	TXS & FINES APR 2025	\$1,555.40
70874580	06/10/2025	100375	CITY OF CORNING	332	CITY OF CORNING	332-301800	NOT APPLICABLE	TXS & FINES APR 2025	\$1,068.10
70874581	06/10/2025	100376	CITY OF RED BLUFF	101	GENERAL FUND	6021-53300	LIBRARY	UTILITIES	\$168.81
70874582	06/10/2025	100377	CITY OF TEHAMA	367	CITY OF TEHAMA P	367-301800	NOT APPLICABLE	TXS & FINES APR 2025	\$192.79
70874583	06/10/2025	L207805	COLONIAL LIFE AND ACCIDENT INS	265	COUNTY P/R TRUST	265-207805	NOT APPLICABLE	DED:0456 COL N-PTAX	\$1,193.02
70874583	06/10/2025	L207805	COLONIAL LIFE AND ACCIDENT INS	265	COUNTY P/R TRUST	265-207805	NOT APPLICABLE	DED:0457 COL PTAX	\$4,516.12
70874584	06/10/2025	134817	CONSOR NORTH AMERICA INC	102	ROAD FUND	3015-53230	ROAD CAPITAL PRO	PROFESSIONAL/SPECIAL SERV	\$48,616.63



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70874585	06/10/2025	100535	DEPT OF TRANSPORTATION	105	FIRE FUND	2042-53300	FIRE SCH C VOL	UTILITIES	\$987.60
70874586	06/10/2025	L207819	DEPUTY SHERIFF'S ASSOC	265	COUNTY P/R TRUST	265-207819	NOT APPLICABLE	DED:0451 DUES	\$2,322.40
70874586	06/10/2025	L207819	DEPUTY SHERIFF'S ASSOC	265	COUNTY P/R TRUST	265-207819	NOT APPLICABLE	DED:0452 PORAC/LDF	\$1,442.40
70874587	06/10/2025	134195	DOKKEN ENGINEERING	102	ROAD FUND	3011-53230	ROAD DEPARTMENT	PROFESSIONAL/SPECIAL SERV	\$11,329.49
70874587	06/10/2025	134195	DOKKEN ENGINEERING	102	ROAD FUND	3015-53230	ROAD CAPITAL PRO	PROFESSIONAL/SPECIAL SERV	\$2,567.92
70874588	06/10/2025	L207831	EBS	265	COUNTY P/R TRUST	265-207831	NOT APPLICABLE	DED:0141 FSA-MED	\$1,773.24
70874589	06/10/2025	L207832	EBS	265	COUNTY P/R TRUST	265-207832	NOT APPLICABLE	DED:0142 FSA-D/C	\$437.52
70874590	06/10/2025	V000233	GENUINE PARTS COMPANY INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	MAINTENANCE OF EQUIPMENT	\$403.56
70874590	06/10/2025	V000233	GENUINE PARTS COMPANY INC	102	ROAD FUND	3011-532801	ROAD DEPARTMENT	SHOP SUPPLIES EXPENSE	\$673.96
70874590	06/10/2025	V000233	GENUINE PARTS COMPANY INC	105	FIRE FUND	2042-53170	FIRE SCH C VOL	MAINTENANCE OF EQUIPMENT	\$1,163.23
70874591	06/10/2025	T0014259	GOVERNMENT FINANCE OFFICERS AS	101	GENERAL FUND	101-105580	NOT APPLICABLE	FY25/26 MEMBERSHIP	\$595.00
70874592	06/10/2025	142511	GRAINGER INC	101	GENERAL FUND	6021-53180	LIBRARY	830621579	\$173.02
70874592	06/10/2025	142511	GRAINGER INC	102	ROAD FUND	3011-53190	ROAD DEPARTMENT	MEDICAL/DENTAL LAB SUPPLY	\$135.14
70874593	06/10/2025	113113	GREEN WASTE OF TEHAMA	102	ROAD FUND	3011-53280	ROAD DEPARTMENT	SPECIAL DEPARTMENTAL EXP	\$237.31
70874594	06/10/2025	112395	HOME DEPOT CREDIT	101	GENERAL FUND	1074-53140	FACILITIES	HOUSEHOLD EXPENSE	\$66.97



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			SERVICES				MAINT		
70874594	06/10/2025	112395	HOME DEPOT CREDIT SERVICES	101	GENERAL FUND	1074-53170	FACILITIES MAINT	MAINTENANCE OF EQUIPMENT	\$7.50
70874594	06/10/2025	112395	HOME DEPOT CREDIT SERVICES	101	GENERAL FUND	1074-53210	FACILITIES MAINT	MISCELLANEOUS EXPENSE	\$1,713.10
70874594	06/10/2025	112395	HOME DEPOT CREDIT SERVICES	101	GENERAL FUND	1074-53220	FACILITIES MAINT	OFFICE EXPENSE	\$21.36
70874594	06/10/2025	112395	HOME DEPOT CREDIT SERVICES	101	GENERAL FUND	1074-53270	FACILITIES MAINT	SMALL TOOLS & INSTRUMENTS	\$2,127.17
70874594	06/10/2025	112395	HOME DEPOT CREDIT SERVICES	101	GENERAL FUND	7021-53607	PARKS & RECREATI	TC RIVER PARK	\$25.77
70874594	06/10/2025	112395	HOME DEPOT CREDIT SERVICES	105	FIRE FUND	2042-53170	FIRE SCH C VOL	6035322540621830	\$315.23
70874594	06/10/2025	112395	HOME DEPOT CREDIT SERVICES	105	FIRE FUND	2042-53180	FIRE SCH C VOL	6035322540621830	\$630.54
70874595	06/10/2025	136121	HUNT & SONS LLC	101	GENERAL FUND	6021-53291	LIBRARY	6022	\$152.83
70874596	06/10/2025	L208130	I U O E LOCAL 39	265	COUNTY P/R TRUST	265-208130	NOT APPLICABLE	DED:0450 IUOE MGR	\$31.70
70874596	06/10/2025	L208130	I U O E LOCAL 39	265	COUNTY P/R TRUST	265-208130	NOT APPLICABLE	DED:0458 I.U.O.E.	\$518.31
70874597	06/10/2025	110137	I-5 RENTALS	102	ROAD FUND	3011-53250	ROAD DEPARTMENT	306	\$7,480.69
70874598	06/10/2025	106774	KIMBALL-MIDWEST	105	FIRE FUND	2042-53170	FIRE SCH C VOL	056363	\$427.67
70874598	06/10/2025	106774	KIMBALL-MIDWEST	105	FIRE FUND	2042-53270	FIRE SCH C VOL	056363	\$464.94
70874599	06/10/2025	L207818	LAW ENFORCEMENT MGMT ASSOC	265	COUNTY P/R TRUST	265-207818	NOT APPLICABLE	DED:0453 PORAC/LDF	\$200.00

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70874599	06/10/2025	L207818	LAW ENFORCEMENT MGMT ASSOC	265	COUNTY P/R TRUST	265-207818	NOT APPLICABLE	DED:0454 LEMA DUES	\$220.00
70874600	06/10/2025	101470	LES SCHWAB TIRE CENTER	105	FIRE FUND	2042-53170	FIRE SCH C VOL	60300585	\$1,715.43
70874601	06/10/2025	132936	MAIN STREET CAR WASH	105	FIRE FUND	2042-53170	FIRE SCH C VOL	1232	\$69.00
70874602	06/10/2025	108511	MARCIA BURCHIEL	105	FIRE FUND	2042-53210	FIRE SCH C VOL	INCENTIVE PAY	\$100.00
70874603	06/10/2025	123059	MAST ROOFING, INC	105	FIRE FUND	2042-53180	FIRE SCH C VOL	3419	\$17,250.00
70874604	06/10/2025	110108	MATTHEW BENDER & CO	106	PUBLIC SAFETY	2013-53220	DISTRICT ATTORNE	99561845	\$677.42
70874605	06/10/2025	134086	MCC ENGINEERING	102	ROAD FUND	3011-53230	ROAD DEPARTMENT	31208	\$579.60
70874606	06/10/2025	128297	NIKLAS BEEMAN	105	FIRE FUND	2042-53210	FIRE SCH C VOL	INCENTIVE PAY	\$100.00
70874607	06/10/2025	130684	O'REILLY AUTOMOTIVE INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	637648	\$402.10
70874608	06/10/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	6021-53300	LIBRARY	5187236272-1	\$131.17
70874608	06/10/2025	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	1149860088-8	\$248.93
70874608	06/10/2025	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	2474242502-8	\$585.35
70874609	06/10/2025	101241	PAINT MARTS	101	GENERAL FUND	6021-53180	LIBRARY	MTCE STRUCT-IMPRV-GROUNDS	\$27.17
70874610	06/10/2025	101267	PEERLESS BUILDING MAINT INC	102	ROAD FUND	3011-53140	ROAD DEPARTMENT	68232	\$2,590.00
70874611	06/10/2025	101276	PETERSON TRACTOR	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	6400200	\$888.39
70874612	06/10/2025	110618	PITNEY BOWES INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	0011632611	\$25.00
70874612	06/10/2025	110618	PITNEY BOWES INC	102	ROAD FUND	3011-53250	ROAD DEPARTMENT	0011632611	\$256.90

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70874613	06/10/2025	130285	PLEXUS GLOBAL LLC	101	GENERAL FUND	2061-53230	AGRICULTURE COMM	PROFESSIONAL/SPECIAL SERV	\$48.00
70874613	06/10/2025	130285	PLEXUS GLOBAL LLC	102	ROAD FUND	3011-53230	ROAD DEPARTMENT	PROFESSIONAL/SPECIAL SERV	\$192.00
70874613	06/10/2025	130285	PLEXUS GLOBAL LLC	105	FIRE FUND	2042-53230	FIRE SCH C VOL	PROFESSIONAL/SPECIAL SERV	\$48.00
70874615	06/10/2025	122931	ROSS J PALUBESKI	105	FIRE FUND	2042-53210	FIRE SCH C VOL	INCENTIVE PAY	\$100.00
70874616	06/10/2025	134904	S&R ENTERPRISES INC	113	CHILD SUPPORT	5015-53280	CHILD SUPPORT SE	SPECIAL DEPARTMENTAL EXP	\$1,110.00
70874617	06/10/2025	109988	SHASTA CONTROL COMPANY	101	GENERAL FUND	6021-53170	LIBRARY	PO443	\$310.00
70874618	06/10/2025	101509	SHELBY'S PEST CONTROL INC	102	ROAD FUND	3011-53140	ROAD DEPARTMENT	13813	\$70.00
70874619	06/10/2025	101627	STATE CONTROLLER'S OFFICE	102	ROAD FUND	3011-53230	ROAD DEPARTMENT	COUNTY052	\$4,253.93
70874620	06/10/2025	101620	STATE TREASURER	376	STATE ASSESSMENT	376-301800	NOT APPLICABLE	TXS & FINES APR 2025	\$101,388.07
70874620	06/10/2025	101620	STATE TREASURER	377	STATE FISH & GAM	377-301800	NOT APPLICABLE	TXS & FINES APR 2025	\$174.82
70874620	06/10/2025	101620	STATE TREASURER	435	EMERGENCY MED A	435-301800	NOT APPLICABLE	TXS & FINES APR 2025	\$23.25
70874621	06/10/2025	L207830	STATIONARY ENGINEERS, LOCAL 39	265	COUNTY P/R TRUST	265-207830	NOT APPLICABLE	DED:0459 DUES	\$1,722.81
70874621	06/10/2025	L207830	STATIONARY ENGINEERS, LOCAL 39	265	COUNTY P/R TRUST	265-207830	NOT APPLICABLE	DED:0461 DUES	\$3,550.58
70874621	06/10/2025	L207830	STATIONARY ENGINEERS, LOCAL 39	265	COUNTY P/R TRUST	265-207830	NOT APPLICABLE	DED:0462 FEE PAYER	\$24.21
70874622	06/10/2025	132490	STOMMEL INC	105	FIRE FUND	2042-57605	FIRE SCH C VOL	66085	\$3,165.43

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70874623	06/10/2025	133807	TANNER PUCKETT	105	FIRE FUND	2042-53210	FIRE SCH C VOL	INCENTIVE PAY	\$100.00
70874624	06/10/2025	L208134	TC DEP PROB OFFICER DUES	265	COUNTY P/R TRUST	265-208134	NOT APPLICABLE	DED:0473 TCDPO DUES	\$1,663.55
70874625	06/10/2025	L207827	TCDAIA	265	COUNTY P/R TRUST	265-207827	NOT APPLICABLE	DED:0475 TCDAIA	\$105.00
70874626	06/10/2025	L207834	TCPOA DUES	265	COUNTY P/R TRUST	265-207834	NOT APPLICABLE	DED:0481 TCPOA DUES	\$78.00
70874627	06/10/2025	109099	TEHAMA ASPHALT	102	ROAD FUND	3011-53280	ROAD DEPARTMENT	21642500	\$67,328.58
70874627	06/10/2025	109099	TEHAMA ASPHALT	102	ROAD FUND	3011-53280	ROAD DEPARTMENT	41463	\$33,895.91
70874628	06/10/2025	115214	PAPE' TRUCKS INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	1105191	\$737.65
70874629	06/10/2025	130681	TTS MOTORS INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	9380-PO 41528	\$160.00
70874630	06/10/2025	L207807	UNITED WAY OF NORTHERN CALIFOR	265	COUNTY P/R TRUST	265-207807	NOT APPLICABLE	DED:0468 UNITED WAY	\$35.00
70874631	06/10/2025	V000385	VALLEY IRON INC	105	FIRE FUND	2042-53170	FIRE SCH C VOL	675183	\$557.98
70874632	06/10/2025	109450	VSS EMULTECH	102	ROAD FUND	3011-53280	ROAD DEPARTMENT	19428	\$756.50
70874632	06/10/2025	109450	VSS EMULTECH	102	ROAD FUND	3011-53280	ROAD DEPARTMENT	21642500	\$1,446.33
70874633	06/10/2025	102610	WASTE MANAGEMENT CORPORATE SER	105	FIRE FUND	2042-53140	FIRE SCH C VOL	4-02056-55000	\$59.56
70874634	06/10/2025	134861	WEIST LAW	101	GENERAL FUND	1021-53230	AUDITOR CONTROLL	2025-M-147	\$4,600.00
70874635	06/10/2025	135792	WEST APPAREL &	101	GENERAL FUND	6021-53280	LIBRARY	SPECIAL DEPARTMENTAL EXP	\$268.75

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			EMBROIDERY						
70874636	06/10/2025	123467	BEVERLY HOLDEN	101	GENERAL FUND	5060-53290	VETERANS SERVICE	OUTREACH CORNING LIBRARY	\$129.95
70874637	06/10/2025	100376	CITY OF RED BLUFF	344	CITY RB MUNICIPA	344-301800	NOT APPLICABLE	TXS & FINES APR 2025	\$2,206.13
70874637	06/10/2025	100376	CITY OF RED BLUFF	345	CITY RB PROPERTY	345-301800	NOT APPLICABLE	TXS & FINES APR 2025	\$3,060.73
70874638	06/10/2025	101817	EBSCO INFORMATION SERVICES	101	GENERAL FUND	101-105580	NOT APPLICABLE	PREPAID EXPENSE	\$834.24
70874639	06/10/2025	104757	OFFICE DEPOT (BUSINESS SVCS DI	102	ROAD FUND	3011-53140	ROAD DEPARTMENT	89517192	\$673.94
70874639	06/10/2025	104757	OFFICE DEPOT (BUSINESS SVCS DI	102	ROAD FUND	3011-53220	ROAD DEPARTMENT	89517192	\$325.49
70874640	06/10/2025	142392	OFFICE OF STATE REGISTRAR	442	CLERK/REC DAILY	442-301800	NOT APPLICABLE	FUND BALANCE	\$3,303.20
70874641	06/10/2025	101232	PACIFIC GAS & ELECTRIC	102	ROAD FUND	3011-53300	ROAD DEPARTMENT	47264120917-8	\$192.07
70874642	06/10/2025	L208136	TEAMSTERS 137	265	COUNTY P/R TRUST	265-208136	NOT APPLICABLE	UNION DUES 2ND QUARTER 2025	\$1,155.00
70874643	06/10/2025	132827	TIFFANY JENSEN	527	TC TRANS COMM AD	3033-53290	TCTC PLANNING	2025 GEN MANAGER LEAD SUM	\$449.31
00000395	06/11/2025	107355	AIRGAS USA LLC	112	HEALTH SERVICES	40251-53250	CLINIC SERVICES	RENT/LEASE OF EQUIPMENT	\$50.05
00000396	06/11/2025	100502	CALIFORNIA NEWSPAPERS PARTNERS	113	CHILD SUPPORT	5015-53230	CHILD SUPPORT SE	3757915	\$1,277.00
00000397	06/11/2025	102493	HUE & CRY SECURITY	112	HEALTH SERVICES	40131-53170	MENTAL HEALTH	MAINTENANCE OF EQUIPMENT	\$42.00
00000398	06/11/2025	105814	MIKE'S HEATING AND AIR INC	106	PUBLIC SAFETY	2032-53170	JAIL	MAINTENANCE OF EQUIPMENT	\$1,518.83

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00000398	06/11/2025	105814	MIKE'S HEATING AND AIR INC	112	HEALTH SERVICES	40121-53180	PUBLIC HEALTH	MTCE STRUCT-IMPRV- GROUNDS	\$147.08
00000399	06/11/2025	122962	PSYNERGY PROGRAMS INC	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	APRIL 2025	\$17,364.41
00000400	06/11/2025	133772	RINGCENTRAL INC	112	HEALTH SERVICES	40121-53120	PUBLIC HEALTH	COMMUNICATIONS	\$1,103.11
00000400	06/11/2025	133772	RINGCENTRAL INC	112	HEALTH SERVICES	40131-53120	MENTAL HEALTH	COMMUNICATIONS	\$1,805.23
00000400	06/11/2025	133772	RINGCENTRAL INC	112	HEALTH SERVICES	40171-53120	DRUG & ALCOHOL	COMMUNICATIONS	\$512.50
00000400	06/11/2025	133772	RINGCENTRAL INC	112	HEALTH SERVICES	40251-53120	CLINIC SERVICES	COMMUNICATIONS	\$463.47
00000401	06/11/2025	108325	STAPLES ADVANTAGE	112	HEALTH SERVICES	40121-53220	PUBLIC HEALTH	LA1054406	\$1,783.68
00000401	06/11/2025	108325	STAPLES ADVANTAGE	112	HEALTH SERVICES	40131-53220	MENTAL HEALTH	LA1054406	\$1,880.22
00000401	06/11/2025	108325	STAPLES ADVANTAGE	112	HEALTH SERVICES	40171-53220	DRUG & ALCOHOL	LA1054406	\$1,292.56
00000401	06/11/2025	108325	STAPLES ADVANTAGE	112	HEALTH SERVICES	40171-53230	DRUG & ALCOHOL	LA1054406	\$43.57
00000401	06/11/2025	108325	STAPLES ADVANTAGE	112	HEALTH SERVICES	40251-53220	CLINIC SERVICES	LA1054406	\$1,730.89
00000402	06/11/2025	132340	ANTELOPE AUTO REPAIR LLC	101	GENERAL FUND	5062-53170	COMMUNITY ACTION	CAA-Repair 2018 Dodge Van	\$1,050.45
70874644	06/11/2025	136438	34 STRONG INC	112	HEALTH SERVICES	40121-53230	PUBLIC HEALTH	PROFESSIONAL/SPECIAL SERV	\$10,665.00
70874645	06/11/2025	102529	4IMPRINT	112	HEALTH SERVICES	40121-53280	PUBLIC HEALTH	5955171	\$404.47
70874646	06/11/2025	119080	ABC LEGAL SERVICES INC	113	CHILD SUPPORT	5015-53280	CHILD SUPPORT SE	22360448	\$68.50
70874647	06/11/2025	122859	ACCESS INFORMATION HOLDINGS LL	112	HEALTH SERVICES	40121-53230	PUBLIC HEALTH	PROFESSIONAL/SPECIAL SERV	\$55.07
70874647	06/11/2025	122859	ACCESS INFORMATION HOLDINGS LL	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	PROFESSIONAL/SPECIAL SERV	\$57.95
70874647	06/11/2025	122859	ACCESS INFORMATION HOLDINGS LL	112	HEALTH SERVICES	40171-53230	DRUG & ALCOHOL	PROFESSIONAL/SPECIAL SERV	\$48.73

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70874647	06/11/2025	122859	ACCESS INFORMATION HOLDINGS LL	112	HEALTH SERVICES	40251-53230	CLINIC SERVICES	PROFESSIONAL/SPECIAL SERV	\$48.25
70874648	06/11/2025	100065	ALSCO INC	112	HEALTH SERVICES	40121-53180	PUBLIC HEALTH	MTCE STRUCT-IMPRV-GROUNDS	\$33.87
70874648	06/11/2025	100065	ALSCO INC	112	HEALTH SERVICES	40131-53180	MENTAL HEALTH	MTCE STRUCT-IMPRV-GROUNDS	\$33.88
70874648	06/11/2025	100065	ALSCO INC	112	HEALTH SERVICES	40171-53180	DRUG & ALCOHOL	MTCE STRUCT-IMPRV-GROUNDS	\$33.86
70874648	06/11/2025	100065	ALSCO INC	112	HEALTH SERVICES	40251-53180	CLINIC SERVICES	MTCE STRUCT-IMPRV-GROUNDS	\$33.88
70874649	06/11/2025	122809	AMERICAN JANITORIAL & MAINTENA	112	HEALTH SERVICES	40121-53140	PUBLIC HEALTH	HOUSEHOLD EXPENSE	\$2,966.61
70874649	06/11/2025	122809	AMERICAN JANITORIAL & MAINTENA	112	HEALTH SERVICES	40131-53140	MENTAL HEALTH	HOUSEHOLD EXPENSE	\$5,188.44
70874649	06/11/2025	122809	AMERICAN JANITORIAL & MAINTENA	112	HEALTH SERVICES	40171-53140	DRUG & ALCOHOL	HOUSEHOLD EXPENSE	\$534.14
70874649	06/11/2025	122809	AMERICAN JANITORIAL & MAINTENA	112	HEALTH SERVICES	40251-53140	CLINIC SERVICES	HOUSEHOLD EXPENSE	\$1,500.46
70874650	06/11/2025	135787	AMN HEALTHCARE LOCUM TENENS IN	112	HEALTH SERVICES	40251-53230	CLINIC SERVICES	PROFESSIONAL/SPECIAL SERV	\$60,488.00
70874651	06/11/2025	V000158	ANAHI PADILLA	535	TC CHILD & FAMIL	53510-555202	TC CHILD & FAMIL	SCHOOL READINESS	\$200.00
70874652	06/11/2025	123090	ANNE M WILLIAMS	112	HEALTH SERVICES	40121-53230	PUBLIC HEALTH	PROFESSIONAL/SPECIAL SERV	\$2,500.00
70874653	06/11/2025	112295	APEX TECHNOLOGY MANAGEMENT INC	101	GENERAL FUND	1073-53170	GENERAL SERVICES	2024-223	\$15,499.73
70874653	06/11/2025	112295	APEX TECHNOLOGY	101	GENERAL FUND	1073-53170	GENERAL	2024-224	\$2,543.00



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			MANAGEMENT INC				SERVICES		
70874653	06/11/2025	112295	APEX TECHNOLOGY MANAGEMENT INC	101	GENERAL FUND	1073-53170	GENERAL SERVICES	RL1364528	\$180.00
70874653	06/11/2025	112295	APEX TECHNOLOGY MANAGEMENT INC	112	HEALTH SERVICES	40121-53220	PUBLIC HEALTH	OFFICE EXPENSE	\$46.70
70874653	06/11/2025	112295	APEX TECHNOLOGY MANAGEMENT INC	112	HEALTH SERVICES	40121-53230	PUBLIC HEALTH	PROFESSIONAL/SPECIAL SERV	\$136.70
70874653	06/11/2025	112295	APEX TECHNOLOGY MANAGEMENT INC	112	HEALTH SERVICES	40131-53220	MENTAL HEALTH	OFFICE EXPENSE	\$56.96
70874653	06/11/2025	112295	APEX TECHNOLOGY MANAGEMENT INC	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	PROFESSIONAL/SPECIAL SERV	\$238.35
70874653	06/11/2025	112295	APEX TECHNOLOGY MANAGEMENT INC	112	HEALTH SERVICES	40171-53220	DRUG & ALCOHOL	OFFICE EXPENSE	\$24.02
70874653	06/11/2025	112295	APEX TECHNOLOGY MANAGEMENT INC	112	HEALTH SERVICES	40171-53230	DRUG & ALCOHOL	PROFESSIONAL/SPECIAL SERV	\$77.10
70874653	06/11/2025	112295	APEX TECHNOLOGY MANAGEMENT INC	112	HEALTH SERVICES	40251-53220	CLINIC SERVICES	OFFICE EXPENSE	\$22.32
70874653	06/11/2025	112295	APEX TECHNOLOGY MANAGEMENT INC	112	HEALTH SERVICES	40251-53230	CLINIC SERVICES	PROFESSIONAL/SPECIAL SERV	\$47.85
70874654	06/11/2025	V000162	ARALI CHAVEZ	535	TC CHILD & FAMIL	53510-555202	TC CHILD & FAMIL	SCHOOL READINESS	\$200.00
70874655	06/11/2025	103939	AT&T	106	PUBLIC SAFETY	2032-53120	JAIL	9391065808	\$198.55
70874655	06/11/2025	103939	AT&T	113	CHILD SUPPORT	5015-53120	CHILD SUPPORT SE	9391081135	\$169.11
70874656	06/11/2025	117161	AT&T MOBILITY/CINGULAR WIRELES	712	TEHAMA MAJOR CRI	71210-53120	TEHAMA MAJOR CRI	COMMUNICATIONS	\$547.52
70874657	06/11/2025	133447	AUTOZONE DEVELOPMENT	101	GENERAL FUND	2075-53170	OFFICE OF	MAINTENANCE OF	\$11.34



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			CORP				EMERG	EQUIPMENT	
70874657	06/11/2025	133447	AUTOZONE DEVELOPMENT CORP	106	PUBLIC SAFETY	2028-53170	AUTO SHOP	MAINTENANCE OF EQUIPMENT	\$16.44
70874658	06/11/2025	134521	AVAYA INC	112	HEALTH SERVICES	40121-53250	PUBLIC HEALTH	RENT/LEASE OF EQUIPMENT	\$124.75
70874658	06/11/2025	134521	AVAYA INC	112	HEALTH SERVICES	40131-53250	MENTAL HEALTH	RENT/LEASE OF EQUIPMENT	\$214.65
70874658	06/11/2025	134521	AVAYA INC	112	HEALTH SERVICES	40171-53250	DRUG & ALCOHOL	RENT/LEASE OF EQUIPMENT	\$60.93
70874658	06/11/2025	134521	AVAYA INC	112	HEALTH SERVICES	40251-53250	CLINIC SERVICES	RENT/LEASE OF EQUIPMENT	\$55.11
70874659	06/11/2025	107169	BAY ALARM	106	PUBLIC SAFETY	106-105580	NOT APPLICABLE	FY25-26	\$585.00
70874660	06/11/2025	118030	BRAKE PARTS SUPPLY	106	PUBLIC SAFETY	2028-53170	AUTO SHOP	MAINTENANCE OF EQUIPMENT	\$379.97
70874661	06/11/2025	100264	C & A RUBBER STAMPS	112	HEALTH SERVICES	40121-53220	PUBLIC HEALTH	OFFICE EXPENSE	\$272.41
70874661	06/11/2025	100264	C & A RUBBER STAMPS	112	HEALTH SERVICES	40131-53220	MENTAL HEALTH	OFFICE EXPENSE	\$107.63
70874661	06/11/2025	100264	C & A RUBBER STAMPS	112	HEALTH SERVICES	40171-53220	DRUG & ALCOHOL	OFFICE EXPENSE	\$47.64
70874661	06/11/2025	100264	C & A RUBBER STAMPS	112	HEALTH SERVICES	40251-53220	CLINIC SERVICES	OFFICE EXPENSE	\$48.16
70874662	06/11/2025	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	1026-53170	TAX COLLECTOR	MAINTENANCE OF EQUIPMENT	\$34.87
70874662	06/11/2025	142466	CARREL'S OFFICE MACHINES	112	HEALTH SERVICES	40121-53220	PUBLIC HEALTH	OFFICE EXPENSE	\$228.02
70874662	06/11/2025	142466	CARREL'S OFFICE MACHINES	112	HEALTH SERVICES	40131-53220	MENTAL HEALTH	OFFICE EXPENSE	\$90.50
70874662	06/11/2025	142466	CARREL'S OFFICE MACHINES	112	HEALTH SERVICES	40171-53220	DRUG & ALCOHOL	OFFICE EXPENSE	\$90.52
70874662	06/11/2025	142466	CARREL'S OFFICE MACHINES	112	HEALTH SERVICES	40251-53220	CLINIC SERVICES	OFFICE EXPENSE	\$13.05
70874663	06/11/2025	124489	CEP AMERICA CALIFORNIA	106	PUBLIC SAFETY	20321-532392	JAIL - HEALTH SE	HOSPITAL COSTS	\$257.20
70874664	06/11/2025	T00496	CHARLES E VANDOORN ETAL	421	TAX COLLECTOR TR	421-301311	NOT APPLICABLE	089030001000 2024	\$24.24
70874665	06/11/2025	111127	CHARTER COMMUNICATIONS	106	PUBLIC SAFETY	2028-53120	AUTO SHOP	COMMUNICATIONS	\$114.99

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70874665	06/11/2025	111127	CHARTER COMMUNICATIONS	106	PUBLIC SAFETY	2032-53120	JAIL	COMMUNICATIONS	\$2,058.72
70874666	06/11/2025	T00495	CHUCK WARD	421	TAX COLLECTOR TR	421-301311	NOT APPLICABLE	013380009000 2024	\$12.53
70874667	06/11/2025	100376	CITY OF RED BLUFF	112	HEALTH SERVICES	40121-53280	PUBLIC HEALTH	SPECIAL DEPARTMENTAL EXP	\$460.00
70874668	06/11/2025	121013	COASTAL BUSINESS SYSTEMS INC	112	HEALTH SERVICES	40121-53250	PUBLIC HEALTH	RENT/LEASE OF EQUIPMENT	\$567.29
70874668	06/11/2025	121013	COASTAL BUSINESS SYSTEMS INC	112	HEALTH SERVICES	40131-53220	MENTAL HEALTH	OFFICE EXPENSE	\$12.22
70874668	06/11/2025	121013	COASTAL BUSINESS SYSTEMS INC	112	HEALTH SERVICES	40131-53250	MENTAL HEALTH	RENT/LEASE OF EQUIPMENT	\$404.97
70874668	06/11/2025	121013	COASTAL BUSINESS SYSTEMS INC	112	HEALTH SERVICES	40171-53250	DRUG & ALCOHOL	RENT/LEASE OF EQUIPMENT	\$1,057.17
70874668	06/11/2025	121013	COASTAL BUSINESS SYSTEMS INC	112	HEALTH SERVICES	40251-53250	CLINIC SERVICES	RENT/LEASE OF EQUIPMENT	\$972.28
70874669	06/11/2025	136674	COLUMN NA FBO DH SLATER & SON	103	CAPITAL OUTLAY	1081-57586	PLANT ACQUISITIO	JAIL RE-ENTRY	\$31,467.45
70874670	06/11/2025	V000063	COMMUNITY BEHAVIORAL HEALTH	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	PROFESSIONAL/SPECIAL SERV	\$38,757.15
70874671	06/11/2025	V000160	DAVID MUNOZ	535	TC CHILD & FAMIL	53510-555202	TC CHILD & FAMIL	SCHOOL READINESS	\$200.00
70874672	06/11/2025	108674	DELL MARKETING LP	112	HEALTH SERVICES	40131-53800	MENTAL HEALTH	PO9577	\$7,114.41
70874672	06/11/2025	108674	DELL MARKETING LP	112	HEALTH SERVICES	40131-57603	MENTAL HEALTH	PO9577	\$12,672.46
70874673	06/11/2025	103045	DEPT OF JUSTICE	418	SHERIFF DOJ SERV	418-301800	NOT APPLICABLE	FUND BALANCE	\$1,961.00
70874674	06/11/2025	123020	DH SLATER AND SON INC	103	CAPITAL OUTLAY	1081-57586	PLANT ACQUISITIO	JAIL RE-ENTRY	\$597,881.58

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70874675	06/11/2025	103583	DIAMOND DRUGS INC	106	PUBLIC SAFETY	20321-53191	JAIL - HEALTH SE	PO428887	\$28,748.39
70874676	06/11/2025	104716	DIVERSIFIED SERVICES/COPY CENT	112	HEALTH SERVICES	40121-53280	PUBLIC HEALTH	SPECIAL DEPARTMENTAL EXP	\$232.20
70874676	06/11/2025	104716	DIVERSIFIED SERVICES/COPY CENT	112	HEALTH SERVICES	40131-53280	MENTAL HEALTH	SPECIAL DEPARTMENTAL EXP	\$1,944.78
70874677	06/11/2025	124171	EAN SERVICES, LLC	112	HEALTH SERVICES	40121-53290	PUBLIC HEALTH	DB30539	\$180.40
70874678	06/11/2025	115808	ECLINICAL WORKS LLC	112	HEALTH SERVICES	40251-53230	CLINIC SERVICES	PROFESSIONAL/SPECIAL SERV	\$755.86
70874679	06/11/2025	133368	ECO MEDICAL INC	112	HEALTH SERVICES	40251-53230	CLINIC SERVICES	PROFESSIONAL/SPECIAL SERV	\$338.00
70874680	06/11/2025	V000155	EDALIT PONCE	535	TC CHILD & FAMIL	53510-555202	TC CHILD & FAMIL	SCHOOL READINESS	\$200.00
70874681	06/11/2025	133848	ENTERPRISE UAS LLC	106	PUBLIC SAFETY	2027-53280	SHERIFF	PO428883	\$2,155.73
70874682	06/11/2025	131442	EUGENE RICHARD LEFDAL JR	106	PUBLIC SAFETY	2032-53230	JAIL	PROFESSIONAL/SPECIAL SERV	\$1,693.65
70874683	06/11/2025	105756	EVENFLO COMPANY INC	112	HEALTH SERVICES	40121-53280	PUBLIC HEALTH	PO9587	\$278.18
70874683	06/11/2025	105756	EVENFLO COMPANY INC	112	HEALTH SERVICES	40121-53280	PUBLIC HEALTH	SPECIAL DEPARTMENTAL EXP	\$509.44
70874684	06/11/2025	131988	FRESNO OXYGEN	112	HEALTH SERVICES	40251-53190	CLINIC SERVICES	MEDICAL/DENTAL LAB SUPPLY	\$127.90
70874685	06/11/2025	112838	FRONT ST INC	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	SUPPORT & CARE OF PERSONS	\$4,440.30
70874686	06/11/2025	142511	GRAINGER INC	112	HEALTH SERVICES	40121-53180	PUBLIC HEALTH	MTCE STRUCT-IMPRV-GROUNDS	\$271.56
70874687	06/11/2025	113113	GREEN WASTE OF TEHAMA	106	PUBLIC SAFETY	2032-53230	JAIL	PROFESSIONAL/SPECIAL SERV	\$260.37
70874687	06/11/2025	113113	GREEN WASTE OF TEHAMA	112	HEALTH SERVICES	40131-53140	MENTAL HEALTH	HOUSEHOLD EXPENSE	\$320.87

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70874688	06/11/2025	V000173	HEATHER M O'CONNELL PH D	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	PROFESSIONAL/SPECIAL SERV	\$6,360.00
70874689	06/11/2025	112696	HENRY SCHEIN/CALIGOR	112	HEALTH SERVICES	40121-53140	PUBLIC HEALTH	HOUSEHOLD EXPENSE	\$753.64
70874689	06/11/2025	112696	HENRY SCHEIN/CALIGOR	112	HEALTH SERVICES	40121-53190	PUBLIC HEALTH	MEDICAL/DENTAL LAB SUPPLY	\$2,826.79
70874689	06/11/2025	112696	HENRY SCHEIN/CALIGOR	112	HEALTH SERVICES	40121-53280	PUBLIC HEALTH	SPECIAL DEPARTMENTAL EXP	\$74.16
70874689	06/11/2025	112696	HENRY SCHEIN/CALIGOR	112	HEALTH SERVICES	40251-53190	CLINIC SERVICES	MEDICAL/DENTAL LAB SUPPLY	\$3,556.08
70874690	06/11/2025	109197	HIS IDEAS INC	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	PROFESSIONAL/SPECIAL SERV	\$55,894.86
70874691	06/11/2025	136121	HUNT & SONS LLC	101	GENERAL FUND	2072-53291	SHERIFF - CORONE	6038/488410	\$375.76
70874691	06/11/2025	136121	HUNT & SONS LLC	101	GENERAL FUND	2075-53291	OFFICE OF EMERG	6038/488410	\$184.59
70874691	06/11/2025	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2023-53291	BAILIFF	6038/488410	\$234.74
70874691	06/11/2025	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2024-53291	BOATING GRANTS	6038/488410	\$1,402.15
70874691	06/11/2025	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2027-53291	SHERIFF	6038/488410	\$10,763.09
70874691	06/11/2025	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2028-53291	AUTO SHOP	6038/488410	\$310.17
70874691	06/11/2025	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2029-53291	SHERIFF ANIMAL R	6038/488410	\$1,667.93
70874691	06/11/2025	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2032-53291	JAIL	6038/488410	\$995.08
70874691	06/11/2025	136121	HUNT & SONS LLC	112	HEALTH SERVICES	40121-53291	PUBLIC HEALTH	6015/464535	\$190.51
70874691	06/11/2025	136121	HUNT & SONS LLC	112	HEALTH SERVICES	40121-53291	PUBLIC HEALTH	6015/477638	\$305.98
70874691	06/11/2025	136121	HUNT & SONS LLC	112	HEALTH SERVICES	40131-53291	MENTAL HEALTH	6015/464535	\$1,116.30

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70874691	06/11/2025	136121	HUNT & SONS LLC	112	HEALTH SERVICES	40131-53291	MENTAL HEALTH	6015/477638	\$1,173.12
70874691	06/11/2025	136121	HUNT & SONS LLC	112	HEALTH SERVICES	40171-53291	DRUG & ALCOHOL	6015/464535	\$271.85
70874691	06/11/2025	136121	HUNT & SONS LLC	112	HEALTH SERVICES	40171-53291	DRUG & ALCOHOL	6015/477638	\$282.99
70874691	06/11/2025	136121	HUNT & SONS LLC	112	HEALTH SERVICES	40251-53291	CLINIC SERVICES	6015/464535	\$76.19
70874691	06/11/2025	136121	HUNT & SONS LLC	112	HEALTH SERVICES	40251-53291	CLINIC SERVICES	6015/477638	\$98.20
70874692	06/11/2025	132636	IRIS TELEHEALTH MEDICAL GROUP	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	PROFESSIONAL/SPECIAL SERV	\$46,308.00
70874693	06/11/2025	127190	JAMES R COLES	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	PROFESSIONAL/SPECIAL SERV	\$2,112.50
70874694	06/11/2025	136677	JANE C GUTIERREZ	535	TC CHILD & FAMIL	53510-555212	TC CHILD & FAMIL	CHILD ABUSE PREVENTION	\$1,600.00
70874695	06/11/2025	101699	JOHN W CORNELISON DBA	106	PUBLIC SAFETY	2032-53170	JAIL	MAINTENANCE OF EQUIPMENT	\$20.43
70874695	06/11/2025	101699	JOHN W CORNELISON DBA	112	HEALTH SERVICES	40121-53220	PUBLIC HEALTH	OFFICE EXPENSE	\$6.01
70874695	06/11/2025	101699	JOHN W CORNELISON DBA	112	HEALTH SERVICES	40131-53220	MENTAL HEALTH	OFFICE EXPENSE	\$7.34
70874695	06/11/2025	101699	JOHN W CORNELISON DBA	112	HEALTH SERVICES	40171-53220	DRUG & ALCOHOL	OFFICE EXPENSE	\$3.10
70874695	06/11/2025	101699	JOHN W CORNELISON DBA	112	HEALTH SERVICES	40251-53220	CLINIC SERVICES	OFFICE EXPENSE	\$2.87
70874696	06/11/2025	135057	KHARON INC	101	GENERAL FUND	2072-532302	SHERIFF - CORONE	BURIAL EXPENSE	\$795.00
70874697	06/11/2025	123750	KINGS VIEW CORPORATION	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	APROL 2025	\$19,441.28
70874698	06/11/2025	106086	LOCUM TENENS COM	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	APRIL 2025	\$1,200.00
70874698	06/11/2025	106086	LOCUM TENENS COM	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	MAY 2025	\$1,200.00
70874699	06/11/2025	101264	LYNN PEAVEY COMPANY	106	PUBLIC SAFETY	2027-53220	SHERIFF	OFFICE EXPENSE	\$103.66
70874700	06/11/2025	132936	MAIN STREET CAR WASH	106	PUBLIC SAFETY	2027-53170	SHERIFF	MAINTENANCE OF EQUIPMENT	\$282.00

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Check Number	Post Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Check Amount
70874700	06/11/2025	132936	MAIN STREET CAR WASH	112	HEALTH SERVICES	40121-53170	PUBLIC HEALTH	MAINTENANCE OF EQUIPMENT	\$14.00
70874700	06/11/2025	132936	MAIN STREET CAR WASH	112	HEALTH SERVICES	40131-53170	MENTAL HEALTH	MAINTENANCE OF EQUIPMENT	\$80.40
70874700	06/11/2025	132936	MAIN STREET CAR WASH	112	HEALTH SERVICES	40171-53170	DRUG & ALCOHOL	MAINTENANCE OF EQUIPMENT	\$14.00
70874700	06/11/2025	132936	MAIN STREET CAR WASH	112	HEALTH SERVICES	40251-53170	CLINIC SERVICES	MAINTENANCE OF EQUIPMENT	\$5.60
70874701	06/11/2025	V000176	MARELY ALCAZAR	535	TC CHILD & FAMIL	53510-555202	TC CHILD & FAMIL	PARENT LEADER INCENTIVE	\$200.00
70874702	06/11/2025	129181	MCKESSON MEDICAL	112	HEALTH SERVICES	40121-53190	PUBLIC HEALTH	PO 9598	\$847.40
70874702	06/11/2025	129181	MCKESSON MEDICAL	112	HEALTH SERVICES	40251-53190	CLINIC SERVICES	PO 9584	\$68.87
70874703	06/11/2025	123038	MENDES SUPPLY COMPANY	101	GENERAL FUND	1074-53140	FACILITIES MAINT	HOUSEHOLD EXPENSE	\$983.14
70874703	06/11/2025	123038	MENDES SUPPLY COMPANY	106	PUBLIC SAFETY	2032-53140	JAIL	HOUSEHOLD EXPENSE	\$594.02
70874704	06/11/2025	123951	MERGERS MARKETING INC.	112	HEALTH SERVICES	40251-53190	CLINIC SERVICES	MEDICAL/DENTAL LAB SUPPLY	\$1,612.50
70874705	06/11/2025	V000449	MULTI SERVICE TECHNOLOGY SOLUT	106	PUBLIC SAFETY	2028-53170	AUTO SHOP	MAINTENANCE OF EQUIPMENT	\$1,827.49
70874706	06/11/2025	V000156	NANCY TAPIA	535	TC CHILD & FAMIL	53510-555202	TC CHILD & FAMIL	PARENT LEADER INCENTIVE	\$200.00
70874707	06/11/2025	V000161	NEREYDA SALGADO	535	TC CHILD & FAMIL	53510-555202	TC CHILD & FAMIL	PARENT LEADER INCENTIVE	\$200.00
70874708	06/11/2025	V000415	NEW LIFE ASSEMBLY OF GOD	535	TC CHILD & FAMIL	53510-555202	TC CHILD & FAMIL	RENT	\$500.00
70874709	06/11/2025	101180	NVCSS	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	PROFESSIONAL/SPECIAL SERV	\$20,792.78

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70874710	06/11/2025	110884	O'REILLY AUTOMOTIVE INC	106	PUBLIC SAFETY	2028-53170	AUTO SHOP	MAINTENANCE OF EQUIPMENT	\$170.13
70874711	06/11/2025	104757	OFFICE DEPOT (BUSINESS SVCS DI	112	HEALTH SERVICES	40121-53220	PUBLIC HEALTH	44149	\$23.96
70874711	06/11/2025	104757	OFFICE DEPOT (BUSINESS SVCS DI	112	HEALTH SERVICES	40131-53220	MENTAL HEALTH	44149	\$29.22
70874711	06/11/2025	104757	OFFICE DEPOT (BUSINESS SVCS DI	112	HEALTH SERVICES	40171-53220	DRUG & ALCOHOL	44149	\$80.82
70874711	06/11/2025	104757	OFFICE DEPOT (BUSINESS SVCS DI	112	HEALTH SERVICES	40251-53220	CLINIC SERVICES	44149	\$11.45
70874712	06/11/2025	127472	OIG COMPLIANCE NOW	112	HEALTH SERVICES	40121-53230	PUBLIC HEALTH	PROFESSIONAL/SPECIAL SERV	\$29.42
70874712	06/11/2025	127472	OIG COMPLIANCE NOW	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	PROFESSIONAL/SPECIAL SERV	\$29.42
70874712	06/11/2025	127472	OIG COMPLIANCE NOW	112	HEALTH SERVICES	40171-53230	DRUG & ALCOHOL	PROFESSIONAL/SPECIAL SERV	\$29.42
70874712	06/11/2025	127472	OIG COMPLIANCE NOW	112	HEALTH SERVICES	40251-53230	CLINIC SERVICES	PROFESSIONAL/SPECIAL SERV	\$29.42
70874713	06/11/2025	101241	PAINT MARTS	112	HEALTH SERVICES	40131-53180	MENTAL HEALTH	MTCE STRUCT-IMPRV-GROUNDS	\$21.17
70874714	06/11/2025	110618	PITNEY BOWES INC	112	HEALTH SERVICES	40121-53220	PUBLIC HEALTH	0011542047	\$77.12
70874714	06/11/2025	110618	PITNEY BOWES INC	112	HEALTH SERVICES	40131-53220	MENTAL HEALTH	0011542047	\$77.12
70874714	06/11/2025	110618	PITNEY BOWES INC	112	HEALTH SERVICES	40171-53220	DRUG & ALCOHOL	0011542047	\$77.13
70874714	06/11/2025	110618	PITNEY BOWES INC	112	HEALTH SERVICES	40251-53220	CLINIC SERVICES	0011542047	\$77.12
70874715	06/11/2025	130285	PLEXUS GLOBAL LLC	101	GENERAL FUND	2061-53230	AGRICULTURE COMM	DOT TESTING	\$48.00



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70874715	06/11/2025	130285	PLEXUS GLOBAL LLC	102	ROAD FUND	3011-53230	ROAD DEPARTMENT	DOT TESTING	\$321.00
70874716	06/11/2025	131712	PREMIER INDEPENDENCE INC	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	MAY 2025	\$40,200.00
70874717	06/11/2025	117529	PRO PACIFIC	106	PUBLIC SAFETY	2032-53130	JAIL	FOOD	\$914.02
70874718	06/11/2025	108185	PRODUCERS DAIRY FOODS INC	106	PUBLIC SAFETY	2032-53130	JAIL	FOOD	\$351.74
70874719	06/11/2025	V000419	RAFAELA PAHUA SERVIN	535	TC CHILD & FAMIL	53510-555202	TC CHILD & FAMIL	RESIDENT LEADER STIPEND	\$200.00
70874720	06/11/2025	101371	RED BLUFF GLASS COMPANY	106	PUBLIC SAFETY	2028-53170	AUTO SHOP	MAINTENANCE OF EQUIPMENT	\$1,032.75
70874721	06/11/2025	110235	REDWOOD TOXICOLOGY	101	GENERAL FUND	2072-53230	SHERIFF - CORONE	PROFESSIONAL/SPECIAL SERV	\$470.00
70874722	06/11/2025	133280	RILEY HENDERSON	535	TC CHILD & FAMIL	53510-555206	TC CHILD & FAMIL	BOOKS	\$2,941.84
70874723	06/11/2025	102334	SATCOM GLOBAL INC	106	PUBLIC SAFETY	2027-53120	SHERIFF	COMMUNICATIONS	\$177.51
70874724	06/11/2025	133774	SERVICEWALA STORES LLC	106	PUBLIC SAFETY	2028-53170	AUTO SHOP	MAINTENANCE OF EQUIPMENT	\$325.66
70874725	06/11/2025	101509	SHELBY'S PEST CONTROL INC	106	PUBLIC SAFETY	2027-53230	SHERIFF	PROFESSIONAL/SPECIAL SERV	\$115.00
70874725	06/11/2025	101509	SHELBY'S PEST CONTROL INC	106	PUBLIC SAFETY	2028-53230	AUTO SHOP	PROFESSIONAL/SPECIAL SERV	\$50.00
70874725	06/11/2025	101509	SHELBY'S PEST CONTROL INC	106	PUBLIC SAFETY	2032-53230	JAIL	PROFESSIONAL/SPECIAL SERV	\$100.00
70874726	06/11/2025	126593	SKYWAY HOUSE	112	HEALTH SERVICES	40171-55400	DRUG & ALCOHOL	APRIL 2025	\$4,252.56
70874727	06/11/2025	135605	SPECTRUM	535	TC CHILD & FAMIL	53510-53120	TC CHILD & FAMIL	COMMUNICATIONS	\$150.20
70874728	06/11/2025	135564	JAMES OSBORN	106	PUBLIC SAFETY	2037-53291	PROBATION	ARREST & CONTROL JAMES	\$736.00



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								OSBORN	
70874729	06/11/2025	123290	OSCAR MORALES	106	PUBLIC SAFETY	2037-53290	PROBATION	QUARTERLY MEETING OSCAR	\$807.59
70874730	06/11/2025	107757	PAMELA GONZALEZ	106	PUBLIC SAFETY	2037-53290	PROBATION	LEADERSHIP ACCADEMY PAMELA	\$1,130.36
70874734	06/11/2025	T0014417	CALIFORNIA BUILDING OFFICIALS	115	BUILDING & SAFET	2065-53290	BUILDING & SAFET	ED WEEK CEU Training for Arny	\$520.00
70874735	06/11/2025	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	4011-57601	ENVIRONMENTAL HE	TC27	\$5,729.75
70874735	06/11/2025	142466	CARREL'S OFFICE MACHINES	115	BUILDING & SAFET	2065-53170	BUILDING & SAFET	Kyocera TaskALFA #065PA21	\$31.66
70874736	06/11/2025	102768	CHILDREN FIRST	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	PROFESSION/SPEC OTHER	\$1,020.00
70874737	06/11/2025	100375	CITY OF CORNING	101	GENERAL FUND	7031-53300	CORNING VETERANS	ACC# VET0001	\$244.50
70874739	06/11/2025	V000364	DEVELOPMENT COMPLIANCE Solutio	115	BUILDING & SAFET	2065-53230	BUILDING & SAFET	Purcahing Agree 151PA25	\$12,350.00
70874742	06/11/2025	118866	EARTHGRAINS BAKING COMPANIES I	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	AC 194283-1 SNP	\$58.14
70874742	06/11/2025	118866	EARTHGRAINS BAKING COMPANIES I	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	AC 214109-1	\$42.10
70874742	06/11/2025	118866	EARTHGRAINS BAKING COMPANIES I	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	AC# 214109-1	\$54.75
70874745	06/11/2025	113244	GREEN WASTE OF TEHAMA	106	PUBLIC SAFETY	2036-53140	JUVENILE HALL	AC 4018-2769653 thru 6/30/25	\$377.75
70874746	06/11/2025	115028	HILL'S PET NUTRITION SALES INC	101	GENERAL FUND	2078-53280	DIV OF ANIMAL SE	Cat Food	\$9.08
70874748	06/11/2025	136121	HUNT & SONS LLC	101	GENERAL FUND	5062-53291	COMMUNITY ACTION	Account # 6238 CAA	\$105.55

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70874748	06/11/2025	136121	HUNT & SONS LLC	101	GENERAL FUND	5062-53291	COMMUNITY ACTION	Account #6238	\$107.41
70874748	06/11/2025	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2035-53291	DAY REPORTING CE	AC 6031- INV. 464538A	\$585.88
70874748	06/11/2025	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2036-53291	JUVENILE HALL	AC 6031- Inv 464538B	\$61.48
70874748	06/11/2025	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2037-53291	PROBATION	AC 6031- Inv# 464538C	\$726.28
70874748	06/11/2025	136121	HUNT & SONS LLC	115	BUILDING & SAFET	2065-53291	BUILDING & SAFET	Accr 6098 Inv.477669	\$408.06
70874748	06/11/2025	136121	HUNT & SONS LLC	115	BUILDING & SAFET	2065-53291	BUILDING & SAFET	Acct 6098 Inv488433	\$390.67
70874748	06/11/2025	136121	HUNT & SONS LLC	116	SENIOR NUTRITION	5063-53291	SENIOR NUTRITION	Account # 6238 MOW	\$16.22
70874752	06/11/2025	129957	KARPEL SOLUTIONS	101	GENERAL FUND	101-105580	NOT APPLICABLE	PREPAID EXPENSE	\$6,666.33
70874752	06/11/2025	129957	KARPEL SOLUTIONS	101	GENERAL FUND	2011-53170	DA VICTIM/WITNES	MAINTENANCE OF EQUIPMENT	\$3,333.67
70874752	06/11/2025	129957	KARPEL SOLUTIONS	106	PUBLIC SAFETY	106-105580	NOT APPLICABLE	PREPAID EXPENSE	\$12,800.34
70874752	06/11/2025	129957	KARPEL SOLUTIONS	106	PUBLIC SAFETY	2013-53170	DISTRICT ATTORNE	MAINTENANCE OF EQUIPMENT	\$6,399.66
70874753	06/11/2025	103809	LOS MOLINOS COMMUNITY SERVICES	101	GENERAL FUND	7032-53300	LOS MOLINOS VETE	Acct# VET500	\$14.00
70874754	06/11/2025	132936	MAIN STREET CAR WASH	106	PUBLIC SAFETY	2037-53170	PROBATION	Adult Prob. Car Wash	\$11.00
70874754	06/11/2025	132936	MAIN STREET CAR WASH	116	SENIOR NUTRITION	5063-53170	SENIOR NUTRITION	MAINTENANCE OF EQUIPMENT	\$11.00
70874756	06/11/2025	119531	MID PACIFIC ENGINEERING INC	103	CAPITAL OUTLAY	1081-57586	PLANT ACQUISITIO	T0160 134PA25	\$1,824.70
70874757	06/11/2025	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-532807	DIV OF ANIMAL	Azithromycin Susp 100mg	\$30.44

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							SE		
70874757	06/11/2025	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-532807	DIV OF ANIMAL SE	Clindamycin HCL caps 150mg	\$113.29
70874758	06/11/2025	134890	NETWORK COMMUNICATIONS	106	PUBLIC SAFETY	2036-53120	JUVENILE HALL	Inv. 05312025	\$833.28
70874759	06/11/2025	116981	NORCAL PRESORT	101	GENERAL FUND	1023-53220	ASSESSOR	PRINTING BPO 304340	\$61.71
70874762	06/11/2025	104757	OFFICE DEPOT (BUSINESS SVCS DI	106	PUBLIC SAFETY	2035-53220	DAY REPORTING CE	AC 89517192	\$67.10
70874762	06/11/2025	104757	OFFICE DEPOT (BUSINESS SVCS DI	106	PUBLIC SAFETY	2036-53220	JUVENILE HALL	AC 89517192	\$41.15
70874762	06/11/2025	104757	OFFICE DEPOT (BUSINESS SVCS DI	106	PUBLIC SAFETY	2037-53140	PROBATION	AC 89517192	\$17.91
70874762	06/11/2025	104757	OFFICE DEPOT (BUSINESS SVCS DI	106	PUBLIC SAFETY	2037-53220	PROBATION	AC 89517192	\$252.41
70874763	06/11/2025	133323	OFFICE THREE SIXTY INC	101	GENERAL FUND	2078-53220	DIV OF ANIMAL SE	Copy Paper	\$46.34
70874764	06/11/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	7032-53300	LOS MOLINOS VETE	Acc# 9304912828-8	\$42.17
70874764	06/11/2025	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	Acc# 9304912828-8	\$42.17
70874766	06/11/2025	128912	PLACEWORKS INC	101	GENERAL FUND	2077-53230	PLANNING DEPARTM	Monthly service for May	\$129.81
70874767	06/11/2025	V000196	PLAN B PROFESSIONAL ANSWERING	108	SOCIAL SERVICES	5013-53120	SOCIAL SERVICES	Account # 2469	\$282.25
70874768	06/11/2025	134250	POWERDMS INC	101	GENERAL FUND	101-105580	NOT APPLICABLE	POWERTIME FY 25/25	\$130.72
70874768	06/11/2025	134250	POWERDMS INC	106	PUBLIC SAFETY	106-105580	NOT APPLICABLE	POWERTIME FY 25/26	\$3,889.29
70874770	06/11/2025	108185	PRODUCERS DAIRY FOODS INC	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	AC 692071	\$313.51
70874771	06/11/2025	104373	RED BLUFF CHAMBER OF	101	GENERAL FUND	5062-53230	COMMUNITY	2025TCCAA Farmers Market	\$2,000.00

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			COMMERCE				ACTION		
70874772	06/11/2025	110024	RED BLUFF DAILY NEWS	103	CAPITAL OUTLAY	1081-57515	PLANT ACQUISITIO	2123816	\$250.04
70874772	06/11/2025	110024	RED BLUFF DAILY NEWS	103	CAPITAL OUTLAY	1081-57597	PLANT ACQUISITIO	2123816	\$83.35
70874773	06/11/2025	T0023781	SHASTA COUNTY OFFICE OF EDUCAT	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	PROFESSION/SPEC OTHER	\$10,126.43
70874776	06/11/2025	135478	THE VITALITY PROJECT	101	GENERAL FUND	5062-53230	COMMUNITY ACTION	CAA 2-HMIS Licenses	\$3,600.00
70874777	06/11/2025	135756	TRUSTED TECH TEAM LLC	601	AIR POLLUTION DI	60110-53170	AIR POLLUTION DI	MAINTENANCE OF EQUIPMENT	\$54.61
70874780	06/11/2025	117079	VERIZON WIRELESS	601	AIR POLLUTION DI	60110-53120	AIR POLLUTION DI	770720905-00044	\$139.08
70874781	06/11/2025	V000256	WEST COAST PAPER CO INC	108	SOCIAL SERVICES	5013-53140	SOCIAL SERVICES	HOUSEHOLD EXPENSE	\$361.36
70874782	06/11/2025	123478	WILGUS FIRE CONTROL INC	601	AIR POLLUTION DI	60110-53180	AIR POLLUTION DI	Fire Extinguishers	\$133.30
70874784	06/11/2025	V000456	ANGELINA MADERA DE GRACIANO	101	GENERAL FUND	5062-55400	COMMUNITY ACTION	Deposit #188	\$1,600.00
70874785	06/11/2025	V000473	CHRISTOPHER SAMPLEY	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	Reim Live Scan	\$25.00
70874786	06/11/2025	100375	CITY OF CORNING	328	S/T SHARING DIST	328-301800	NOT APPLICABLE	10% SHARE 1ST QTR 2025	\$22,915.58
70874787	06/11/2025	100376	CITY OF RED BLUFF	328	S/T SHARING DIST	328-301800	NOT APPLICABLE	10% SHARE 1ST QTR 2025	\$45,743.22
70874788	06/11/2025	V000472	HEATHER SAMPLEY	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	Reim Live Scan	\$25.00
70874789	06/11/2025	V000474	JESSE SAMPLEY	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	Reim Live Scan	\$25.00
70874793	06/11/2025	112066	RED BLUFF MEADOW VISTA ASSOCIA	101	GENERAL FUND	5062-55400	COMMUNITY ACTION	Deposit Case #190	\$861.00
70874800	06/11/2025	111127	CHARTER COMMUNICATIONS	101	GENERAL FUND	1073-53120	GENERAL	176976501	\$900.00

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							SERVICES		
70874800	06/11/2025	111127	CHARTER COMMUNICATIONS	101	GENERAL FUND	1073-53120	GENERAL SERVICES	ACCT 127091101	\$1,528.17
70874800	06/11/2025	111127	CHARTER COMMUNICATIONS	101	GENERAL FUND	1074-53120	FACILITIES MAINT	176976701	\$200.00
70874800	06/11/2025	111127	CHARTER COMMUNICATIONS	101	GENERAL FUND	2061-53120	AGRICULTURE COMM	176978501	\$459.94
70874800	06/11/2025	111127	CHARTER COMMUNICATIONS	101	GENERAL FUND	2073-53120	PUB GUARDIAN / P	176982001	\$159.99
70874800	06/11/2025	111127	CHARTER COMMUNICATIONS	106	PUBLIC SAFETY	2007-53120	DA WELFARE FRAUD	176976801	\$65.00
70874800	06/11/2025	111127	CHARTER COMMUNICATIONS	106	PUBLIC SAFETY	2013-53120	DISTRICT ATTORNE	176976801	\$65.00
70874800	06/11/2025	111127	CHARTER COMMUNICATIONS	106	PUBLIC SAFETY	2028-53120	AUTO SHOP	176982401	\$114.99
70874800	06/11/2025	111127	CHARTER COMMUNICATIONS	106	PUBLIC SAFETY	2032-53120	JAIL	176977401	\$149.99
70874800	06/11/2025	111127	CHARTER COMMUNICATIONS	106	PUBLIC SAFETY	2032-53120	JAIL	176977501	\$1,788.74
70874800	06/11/2025	111127	CHARTER COMMUNICATIONS	106	PUBLIC SAFETY	2032-53120	JAIL	176977601	\$119.99
70874800	06/11/2025	111127	CHARTER COMMUNICATIONS	106	PUBLIC SAFETY	2035-53120	DAY REPORTING CE	AC 176982501 05/25	\$735.08
70874800	06/11/2025	111127	CHARTER COMMUNICATIONS	106	PUBLIC SAFETY	2036-53120	JUVENILE HALL	AC 176978701 05/25	\$301.66
70874800	06/11/2025	111127	CHARTER COMMUNICATIONS	106	PUBLIC SAFETY	2037-53120	PROBATION	AC 176978401 05/25	\$1,655.08
70874800	06/11/2025	111127	CHARTER COMMUNICATIONS	108	SOCIAL SERVICES	5013-53120	SOCIAL SERVICES	COMMUNICATIONS	\$1,596.96
70874800	06/11/2025	111127	CHARTER COMMUNICATIONS	112	HEALTH SERVICES	40121-53120	PUBLIC HEALTH	176975001	\$34.24
70874800	06/11/2025	111127	CHARTER COMMUNICATIONS	112	HEALTH SERVICES	40121-53120	PUBLIC HEALTH	176975101	\$144.55
70874800	06/11/2025	111127	CHARTER COMMUNICATIONS	112	HEALTH SERVICES	40121-53120	PUBLIC HEALTH	176978301	\$34.34

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70874800	06/11/2025	111127	CHARTER COMMUNICATIONS	112	HEALTH SERVICES	40121-53120	PUBLIC HEALTH	176978601	\$453.35
70874800	06/11/2025	111127	CHARTER COMMUNICATIONS	112	HEALTH SERVICES	40131-53120	MENTAL HEALTH	176972701	\$55.00
70874800	06/11/2025	111127	CHARTER COMMUNICATIONS	112	HEALTH SERVICES	40131-53120	MENTAL HEALTH	176975001	\$41.76
70874800	06/11/2025	111127	CHARTER COMMUNICATIONS	112	HEALTH SERVICES	40131-53120	MENTAL HEALTH	176975101	\$176.31
70874800	06/11/2025	111127	CHARTER COMMUNICATIONS	112	HEALTH SERVICES	40131-53120	MENTAL HEALTH	176978301	\$62.46
70874800	06/11/2025	111127	CHARTER COMMUNICATIONS	112	HEALTH SERVICES	40131-53120	MENTAL HEALTH	176978601	\$824.50
70874800	06/11/2025	111127	CHARTER COMMUNICATIONS	112	HEALTH SERVICES	40131-53120	MENTAL HEALTH	176981201	\$464.33
70874800	06/11/2025	111127	CHARTER COMMUNICATIONS	112	HEALTH SERVICES	40131-53120	MENTAL HEALTH	176982601	\$263.12
70874800	06/11/2025	111127	CHARTER COMMUNICATIONS	112	HEALTH SERVICES	40171-53120	DRUG & ALCOHOL	176972701	\$55.01
70874800	06/11/2025	111127	CHARTER COMMUNICATIONS	112	HEALTH SERVICES	40171-53120	DRUG & ALCOHOL	176975001	\$17.62
70874800	06/11/2025	111127	CHARTER COMMUNICATIONS	112	HEALTH SERVICES	40171-53120	DRUG & ALCOHOL	176975101	\$74.38
70874800	06/11/2025	111127	CHARTER COMMUNICATIONS	112	HEALTH SERVICES	40171-53120	DRUG & ALCOHOL	176978301	\$18.21
70874800	06/11/2025	111127	CHARTER COMMUNICATIONS	112	HEALTH SERVICES	40171-53120	DRUG & ALCOHOL	176978601	\$240.40
70874800	06/11/2025	111127	CHARTER COMMUNICATIONS	112	HEALTH SERVICES	40171-53120	DRUG & ALCOHOL	176982601	\$263.12
70874800	06/11/2025	111127	CHARTER COMMUNICATIONS	112	HEALTH SERVICES	40251-53120	CLINIC SERVICES	176975001	\$16.37
70874800	06/11/2025	111127	CHARTER COMMUNICATIONS	112	HEALTH SERVICES	40251-53120	CLINIC SERVICES	176975101	\$69.09
70874800	06/11/2025	111127	CHARTER COMMUNICATIONS	112	HEALTH SERVICES	40251-53120	CLINIC SERVICES	176978301	\$14.97
70874800	06/11/2025	111127	CHARTER COMMUNICATIONS	112	HEALTH SERVICES	40251-53120	CLINIC SERVICES	176978601	\$197.68
70874800	06/11/2025	111127	CHARTER COMMUNICATIONS	510	PRISONERS WELFAR	51010-53230	PRISONERS WELFAR	243304101	\$1,059.21
70874801	06/11/2025	133740	CHARTER COMMUNICATIONS HOLDING	527	TC TRANS COMM AD	3033-53230	TCTC PLANNING	PROFESSIONAL/SPECIAL SERV	\$699.00
00000404	06/12/2025	107355	AIRGAS USA LLC	105	FIRE FUND	2042-53250	FIRE SCH C VOL	550372251	\$477.96

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00000405	06/12/2025	101653	SUBURBAN PROPANE	106	PUBLIC SAFETY	2032-53170	JAIL	1636-039695	\$74.59
70874796	06/12/2025	103718	ALLSTAR FIRE EQUIPMENT INC	105	FIRE FUND	2042-53170	FIRE SCH C VOL	MAINTENANCE OF EQUIPMENT	\$4,575.00
70874797	06/12/2025	100065	ALSCO INC	105	FIRE FUND	2042-53170	FIRE SCH C VOL	208365	\$32.10
70874798	06/12/2025	100102	ANTELOPE VOLUNTEER FIRE	105	FIRE FUND	2042-53210	FIRE SCH C VOL	MISCELLANEOUS EXPENSE	\$300.00
70874799	06/12/2025	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	2011-53170	DA VICTIM/WITNES	TC60	\$22.58
70874799	06/12/2025	142466	CARREL'S OFFICE MACHINES	106	PUBLIC SAFETY	2007-53170	DA WELFARE FRAUD	TC22	\$41.89
70874799	06/12/2025	142466	CARREL'S OFFICE MACHINES	106	PUBLIC SAFETY	2013-53170	DISTRICT ATTORNE	TC21	\$46.22
70874799	06/12/2025	142466	CARREL'S OFFICE MACHINES	106	PUBLIC SAFETY	2013-53170	DISTRICT ATTORNE	TC22	\$41.88
70874800	06/12/2025	111127	CHARTER COMMUNICATIONS	106	PUBLIC SAFETY	2007-53120	DA WELFARE FRAUD	COMMUNICATIONS	\$65.00
70874800	06/12/2025	111127	CHARTER COMMUNICATIONS	106	PUBLIC SAFETY	2013-53120	DISTRICT ATTORNE	COMMUNICATIONS	\$65.00
70874802	06/12/2025	110665	CONTINUING EDUCATION OF THE BA	106	PUBLIC SAFETY	2013-53220	DISTRICT ATTORNE	970303	\$534.33
70874803	06/12/2025	100447	CORNING RURAL VOLUNTEER FIRE	105	FIRE FUND	2042-53210	FIRE SCH C VOL	MISCELLANEOUS EXPENSE	\$1,321.00
70874804	06/12/2025	127983	CSAC	106	PUBLIC SAFETY	2013-53220	DISTRICT ATTORNE	OFFICE EXPENSE	\$75.00
70874805	06/12/2025	117602	DEPT OF FORESTRY & FIRE PROTEC	105	FIRE FUND	2044-55521	FIRE STATE CONTR	STATE FIRE SCH "A"	\$751,759.34
70874806	06/12/2025	135882	DIANE BURNS	105	FIRE FUND	2042-53230	FIRE SCH C VOL	PROFESSIONAL/SPECIAL SERV	\$18.00



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70874807	06/12/2025	100543	DIBBLE CREEK VOLUNTEER FIRE DE	105	FIRE FUND	2042-53210	FIRE SCH C VOL	MISCELLANEOUS EXPENSE	\$1,235.00
70874808	06/12/2025	100594	EL CAMINO VOL FIRE DEPT	105	FIRE FUND	2042-53210	FIRE SCH C VOL	MISCELLANEOUS EXPENSE	\$496.00
70874809	06/12/2025	116076	GARY TAYLOR	101	GENERAL FUND	7013-53170	CAMP TEHAMA	HOME DEPOT REIMBURSEMENT	\$793.49
70874809	06/12/2025	116076	GARY TAYLOR	101	GENERAL FUND	7013-53170	CAMP TEHAMA	PAYLESS BUILDING REIMBURSEMENT	\$209.68
70874810	06/12/2025	112395	HOME DEPOT CREDIT SERVICES	101	GENERAL FUND	7013-53170	CAMP TEHAMA	MAINTENANCE OF EQUIPMENT	\$894.30
70874811	06/12/2025	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2007-53291	DA WELFARE FRAUD	6242	\$249.70
70874811	06/12/2025	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2013-53291	DISTRICT ATTORNE	6242	\$760.82
70874812	06/12/2025	132392	IOPREDICT INC	113	CHILD SUPPORT	5015-53230	CHILD SUPPORT SE	PROFESSIONAL/SPECIAL SERV	\$78,000.00
70874813	06/12/2025	100893	LAKE CALIFORNIA VOLUNTEER FIRE	105	FIRE FUND	2042-53210	FIRE SCH C VOL	MISCELLANEOUS EXPENSE	\$2,522.00
70874814	06/12/2025	103809	LOS MOLINOS COMMUNITY SERVICES	105	FIRE FUND	2042-53300	FIRE SCH C VOL	UTILITIES	\$14.00
70874815	06/12/2025	100961	LOS MOLINOS VOL FIRE	105	FIRE FUND	2042-53210	FIRE SCH C VOL	MISCELLANEOUS EXPENSE	\$1,255.00
70874816	06/12/2025	101000	MANTON VOL FIRE CO	105	FIRE FUND	2042-53210	FIRE SCH C VOL	MISCELLANEOUS EXPENSE	\$70.00
70874817	06/12/2025	122656	MEGABYTE SYSTEMS INC	101	GENERAL FUND	101-105580	NOT APPLICABLE	FY25-26	\$13,007.94
70874818	06/12/2025	104757	OFFICE DEPOT (BUSINESS SVCS DI	113	CHILD SUPPORT	5015-53220	CHILD SUPPORT SE	44149	\$9.56
70874820	06/12/2025	101232	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	7013-53300	CAMP TEHAMA	UTILITIES	\$760.25
70874821	06/12/2025	101261	PAYNES CREEK VOLUNTEER	105	FIRE FUND	2042-53210	FIRE SCH C VOL	MAY STIPEND	\$20.00



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			FIRE CO						
70874822	06/12/2025	106620	RALEYS IN STORE CHARGE	112	HEALTH SERVICES	40121-53280	PUBLIC HEALTH	5000323	\$74.50
70874823	06/12/2025	101349	RANCHO TEHAMA VOLUNTEER FIRE	105	FIRE FUND	2042-53210	FIRE SCH C VOL	MAY STIPEND	\$137.00
70874824	06/12/2025	101371	RED BLUFF GLASS COMPANY	106	PUBLIC SAFETY	2007-53170	DA WELFARE FRAUD	8270	\$938.96
70874827	06/12/2025	107566	SYSCO	106	PUBLIC SAFETY	2032-53130	JAIL	619919	\$1,135.42
70874828	06/12/2025	105424	TEHAMA COUNTY DEPT OF EDUCATIO	112	HEALTH SERVICES	40121-53230	PUBLIC HEALTH	000773	\$50,468.74
70874828	06/12/2025	105424	TEHAMA COUNTY DEPT OF EDUCATIO	112	HEALTH SERVICES	40121-53280	PUBLIC HEALTH	000773	\$1,680.00
70874829	06/12/2025	120624	TEHAMA PHARMACY & TRADING COMP	106	PUBLIC SAFETY	20321-53191	JAIL - HEALTH SE	507-1010000335	\$244.31
70874830	06/12/2025	121976	TEHAMA PROPERTY MANAGEMENT INC	535	TC CHILD & FAMIL	535-105580	NOT APPLICABLE	PREPAY 25-26	\$1,500.00
70874830	06/12/2025	121976	TEHAMA PROPERTY MANAGEMENT INC	535	TC CHILD & FAMIL	53510-53260	TC CHILD & FAMIL	INV5	\$1,500.00
70874831	06/12/2025	117220	TOTALLY TRUCKS	101	GENERAL FUND	2075-53800	OFFICE OF EMERG	PO 428829	\$4,155.88
70874832	06/12/2025	112460	TRAINING INNOVATIONS INC	106	PUBLIC SAFETY	106-105580	NOT APPLICABLE	25-086 FY 25-26	\$875.00
70874833	06/12/2025	124876	TYLER TECHNOLOGIES INC	106	PUBLIC SAFETY	106-105580	NOT APPLICABLE	130-156068 FY 25-26	\$5,131.67
70874833	06/12/2025	124876	TYLER TECHNOLOGIES INC	106	PUBLIC SAFETY	2027-53170	SHERIFF	130-156068	\$459.55
70874834	06/12/2025	134948	UBEO MIDCO LLC	101	GENERAL FUND	1014-53170	COUNTY ADMINISTR	5273365	\$212.83
70874834	06/12/2025	134948	UBEO MIDCO LLC	101	GENERAL FUND	1025-53170	PURCHASING	5273365	\$58.05
70874834	06/12/2025	134948	UBEO MIDCO LLC	101	GENERAL FUND	1031-53170	COUNTY	5273365	\$238.99

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							COUNSEL		
70874834	06/12/2025	134948	UBEO MIDCO LLC	101	GENERAL FUND	1041-53170	PERSONNEL	5273365	\$23.22
70874834	06/12/2025	134948	UBEO MIDCO LLC	101	GENERAL FUND	5060-53170	VETERANS SERVICE	4879498	\$272.43
70874834	06/12/2025	134948	UBEO MIDCO LLC	101	GENERAL FUND	5060-53170	VETERANS SERVICE	4912425	\$210.49
70874834	06/12/2025	134948	UBEO MIDCO LLC	107	RISK MANAGEMENT	1101-53170	RISK MANAGEMENT	5273365	\$92.88
70874836	06/12/2025	V000467	UNIVERSITY OF GEORGIA	101	GENERAL FUND	2072-53230	SHERIFF - CORONE	RCI250671	\$800.00
70874837	06/12/2025	105075	US FOODS INC	106	PUBLIC SAFETY	2032-53130	JAIL	3370715	\$1,159.80
70874838	06/12/2025	117079	VERIZON WIRELESS	101	GENERAL FUND	1031-53120	COUNTY COUNSEL	770720905-00045	\$38.01
70874839	06/12/2025	101825	WALLNER PLUMBING CO INC	112	HEALTH SERVICES	40251-53180	CLINIC SERVICES	219792	\$465.00
70874840	06/12/2025	109428	WEST PAYMENT CENTER	101	GENERAL FUND	1031-53230	COUNTY COUNSEL	10002711237	\$636.64
70874841	06/12/2025	105571	WILLOW GLEN CARE CENTER	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	49204	\$850.00
70874841	06/12/2025	105571	WILLOW GLEN CARE CENTER	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	49205	\$850.00
70874841	06/12/2025	105571	WILLOW GLEN CARE CENTER	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	49251	\$850.00
70874841	06/12/2025	105571	WILLOW GLEN CARE CENTER	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	49359	\$850.00
70874842	06/12/2025	113681	WORLD TELECOM INC	106	PUBLIC SAFETY	106-105580	NOT APPLICABLE	28035 FY 25/26	\$1,888.95
70874845	06/12/2025	111544	ANGELA M BRINKMAN	535	TC CHILD & FAMIL	53510-53290	TC CHILD & FAMIL	MILEAGE	\$89.91
70874845	06/12/2025	111544	ANGELA M BRINKMAN	535	TC CHILD & FAMIL	53510-555206	TC CHILD & FAMIL	LITERACY SUPPLIES	\$12.09

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70874847	06/12/2025	136368	CAROL HARRIS	106	PUBLIC SAFETY	2037-53290	PROBATION	PC832 ARREST CAROL HARRIS	\$95.00
70874849	06/12/2025	133740	CHARTER COMMUNICATIONS HOLDING	527	TC TRANS COMM AD	3033-53230	TCTC PLANNING	PROFESSIONAL/SPECIAL SERV	\$699.00
70874851	06/12/2025	133099	CRAIN ORCHARDS	613	FARMER PROGRAM G	61310-55520	FARMER PROGRAM G	CONTR TO OTHER AGENCIES	\$47,274.00
70874854	06/12/2025	V000238	EVE ORTIZ	106	PUBLIC SAFETY	2037-53290	PROBATION	PC832 ARREST EVE ORTIZ	\$95.00
70874859	06/12/2025	126861	JESSICA RISKE-GOMEZ	527	TC TRANS COMM AD	3033-53290	TCTC PLANNING	TRAINING	\$494.52
70874868	06/12/2025	101232	PACIFIC GAS & ELECTRIC	117	TRANSPORTATION O	3037-53300	TRAX	UTILITIES	\$2,216.24
70874869	06/12/2025	112380	PARATRANSIT SERVICES	117	TRANSPORTATION O	3037-53180	TRAX	81-092201 TRAX	\$150.00
70874869	06/12/2025	112380	PARATRANSIT SERVICES	117	TRANSPORTATION O	3037-532360	TRAX	81-052501 LCSAT	\$6,228.80
70874869	06/12/2025	112380	PARATRANSIT SERVICES	117	TRANSPORTATION O	3037-532360	TRAX	81-052501 STC	\$7,236.40
70874869	06/12/2025	112380	PARATRANSIT SERVICES	117	TRANSPORTATION O	3037-532360	TRAX	81-052501 TRAX	\$125,428.91
70874869	06/12/2025	112380	PARATRANSIT SERVICES	117	TRANSPORTATION O	3037-53280	TRAX	81-052501 TRAX	\$301.18
70874869	06/12/2025	112380	PARATRANSIT SERVICES	117	TRANSPORTATION O	3037-53291	TRAX	81-052501 LCSAT	\$2,454.01
70874869	06/12/2025	112380	PARATRANSIT SERVICES	117	TRANSPORTATION O	3037-53291	TRAX	81-052501 STC	\$3,496.22
70874869	06/12/2025	112380	PARATRANSIT SERVICES	117	TRANSPORTATION O	3037-53291	TRAX	81-052501 TRAX	\$22,151.06

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70874869	06/12/2025	112380	PARATRANSIT SERVICES	117	TRANSPORTATION O	3037-53300	TRAX	81-052501 TRAX	\$1,671.84
70874869	06/12/2025	112380	PARATRANSIT SERVICES	117	TRANSPORTATION O	3038-53280	METS	84525METS	\$52.52
70874869	06/12/2025	112380	PARATRANSIT SERVICES	117	TRANSPORTATION O	3038-53291	METS	84525METS	\$3,177.95
70874869	06/12/2025	112380	PARATRANSIT SERVICES	117	TRANSPORTATION O	3039-532360	PARA TRAX	81-052501 PRTRAX	\$56,696.17
70874869	06/12/2025	112380	PARATRANSIT SERVICES	117	TRANSPORTATION O	3039-53291	PARA TRAX	81-052501 PRTRAX	\$7,382.42
70874874	06/12/2025	V000478	SHEYENNE WHITE	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	CLIENT EXPENSE	\$114.57
70874878	06/12/2025	109469	TERESA CURIEL TRUSTEE	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	AGENCY PETTY CASH	\$125.23
70874879	06/12/2025	133616	THOMAS PROVINE	101	GENERAL FUND	1014-53220	COUNTY ADMINISTR	POSTAGE	\$9.35
70874879	06/12/2025	133616	THOMAS PROVINE	101	GENERAL FUND	1014-53290	COUNTY ADMINISTR	TRAVEL	\$45.02
70874880	06/12/2025	134089	TIA BRANTON TRUSTEE	101	GENERAL FUND	2062-53220	CODE/ MARIJUANA E	PETTY CASH	\$80.00
70874885	06/12/2025	119086	WYNTOUR GARDENS	112	HEALTH SERVICES	40251-53180	CLINIC SERVICES	102-63091	\$38.59
00000406	06/13/2025	108325	STAPLES ADVANTAGE	101	GENERAL FUND	2061-53220	AGRICULTURE COMM	Office Supplies/ LA 1054406	\$116.10
00000406	06/13/2025	108325	STAPLES ADVANTAGE	101	GENERAL FUND	2077-53220	PLANNING DEPARTM	Acct# LA 1054406	\$976.39
00000406	06/13/2025	108325	STAPLES ADVANTAGE	108	SOCIAL SERVICES	5013-53220	SOCIAL SERVICES	LA 1054406	\$402.79
70874886	06/13/2025	122859	ACCESS INFORMATION HOLDINGS LL	108	SOCIAL SERVICES	5013-53140	SOCIAL SERVICES	Account: CH001032 - Main	\$1,576.41

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70874887	06/13/2025	130841	APPLIED SURVEY RESEARCH	535	TC CHILD & FAMIL	53510-53230	TC CHILD & FAMIL	PROFESSIONAL/SPECIAL SERV	\$700.00
70874887	06/13/2025	130841	APPLIED SURVEY RESEARCH	535	TC CHILD & FAMIL	53510-555204	TC CHILD & FAMIL	PROGRAM EVALUATION	\$3,456.25
70874887	06/13/2025	130841	APPLIED SURVEY RESEARCH	535	TC CHILD & FAMIL	53510-555206	TC CHILD & FAMIL	COMM STRENGTH/BUILDING	\$2,100.00
70874888	06/13/2025	107169	BAY ALARM	106	PUBLIC SAFETY	106-105580	NOT APPLICABLE	FY25-26	\$311.00
70874889	06/13/2025	122025	BIMBO BAKERIES USA	106	PUBLIC SAFETY	2032-53130	JAIL	FOOD	\$252.00
70874889	06/13/2025	122025	BIMBO BAKERIES USA	106	PUBLIC SAFETY	2035-53130	DAY REPORTING CE	AC 363203-1	\$31.60
70874890	06/13/2025	134815	CALIFORNIA ASSESSORS' ASSOCIAT	101	GENERAL FUND	1023-53290	ASSESSOR	EMPLOYEE TRAVEL/TRAINING	\$500.00
70874891	06/13/2025	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	1013-53220	CLERK OF THE BOA	79PA25	\$39.00
70874891	06/13/2025	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	1052-53220	ELECTIONS	154PA25	\$453.13
70874891	06/13/2025	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	2071-53220	CLERK - RECORDER	78PA25	\$54.53
70874891	06/13/2025	142466	CARREL'S OFFICE MACHINES	106	PUBLIC SAFETY	2035-53170	DAY REPORTING CE	AC# TC45	\$66.52
70874891	06/13/2025	142466	CARREL'S OFFICE MACHINES	106	PUBLIC SAFETY	2036-53170	JUVENILE HALL	AC TC34 W3480407837	\$41.67
70874891	06/13/2025	142466	CARREL'S OFFICE MACHINES	106	PUBLIC SAFETY	2036-53170	JUVENILE HALL	AC TC44 L7n3801370	\$121.11
70874891	06/13/2025	142466	CARREL'S OFFICE MACHINES	106	PUBLIC SAFETY	2037-53230	PROBATION	AC TC42 L7N4605121	\$286.13
70874892	06/13/2025	124489	CEP AMERICA CALIFORNIA	106	PUBLIC SAFETY	20321-532392	JAIL - HEALTH SE	HOSPITAL COSTS	\$257.20
70874893	06/13/2025	111127	CHARTER COMMUNICATIONS	106	PUBLIC SAFETY	2035-53120	DAY REPORTING CE	AC# 176982501 6/25	\$735.08
70874893	06/13/2025	111127	CHARTER COMMUNICATIONS	106	PUBLIC SAFETY	2036-53120	JUVENILE HALL	176978701-6/25	\$301.66

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70874893	06/13/2025	111127	CHARTER COMMUNICATIONS	106	PUBLIC SAFETY	2037-53120	PROBATION	AC 176978401 6/25	\$1,655.08
70874894	06/13/2025	100376	CITY OF RED BLUFF	116	SENIOR NUTRITION	5063-53260	SENIOR NUTRITION	RENT/LEASE OF BUILDINGS	\$150.00
70874895	06/13/2025	V000031	CORNING POWERSPORTS INC	106	PUBLIC SAFETY	2035-57605	DAY REPORTING CE	2025 Polaris ATV for DRC	\$11,673.02
70874896	06/13/2025	V000483	COUNTY OF SAN MATEO	106	PUBLIC SAFETY	2032-53290	JAIL	D BURGESS	\$600.00
70874896	06/13/2025	V000483	COUNTY OF SAN MATEO	106	PUBLIC SAFETY	2032-53290	JAIL	T LINDEMAN	\$600.00
70874896	06/13/2025	V000483	COUNTY OF SAN MATEO	712	TEHAMA MAJOR CRI	71210-53290	TEHAMA MAJOR CRI	R EPPERSON	\$600.00
70874897	06/13/2025	114247	DEBBIE FOX-CHOW DVM	101	GENERAL FUND	2078-53230	DIV OF ANIMAL SE	Corning Clinic 4/15	\$375.00
70874897	06/13/2025	114247	DEBBIE FOX-CHOW DVM	101	GENERAL FUND	2078-53230	DIV OF ANIMAL SE	SN VAN 4/18 & 5/16	\$1,500.00
70874898	06/13/2025	133175	DETECTACHEMM, INC.	106	PUBLIC SAFETY	2027-53280	SHERIFF	SPECIAL DEPARTMENTAL EXP	\$194.81
70874899	06/13/2025	118866	EARTHGRAINS BAKING COMPANIES I	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	AC 194283-1 SNP	\$186.12
70874899	06/13/2025	118866	EARTHGRAINS BAKING COMPANIES I	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	AC 214109-1	\$42.10
70874899	06/13/2025	118866	EARTHGRAINS BAKING COMPANIES I	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	AC# 214109-1	\$67.26
70874900	06/13/2025	101817	EBSCO INFORMATION SERVICES	410	LAW LIBRARY	41010-53230	LAW LIBRARY	SF35510	\$939.00
70874901	06/13/2025	119411	ECO-SHELL LP	101	GENERAL FUND	2078-53280	DIV OF ANIMAL SE	Pellet litter	\$294.47
70874902	06/13/2025	133848	ENTERPRISE UAS LLC	106	PUBLIC SAFETY	2027-53280	SHERIFF	SPECIAL DEPARTMENTAL EXP	\$1,497.00
70874903	06/13/2025	108526	EXPRESS PERSONNEL	106	PUBLIC SAFETY	2027-53230	SHERIFF	PROFESSIONAL/SPECIAL	\$1,399.82

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			SERVICES INC					SERV	
70874903	06/13/2025	108526	EXPRESS PERSONNEL SERVICES INC	106	PUBLIC SAFETY	2032-53230	JAIL	PROFESSIONAL/SPECIAL SERV	\$2,401.34
70874904	06/13/2025	134605	FASTENERS INC	106	PUBLIC SAFETY	2032-53170	JAIL	34812	\$61.81
70874905	06/13/2025	103678	FIRST 5 TEHAMA	108	SOCIAL SERVICES	5022-55395	PUBLIC ASSISTANC	COUNTY CHILDRENS FUND	\$4,557.71
70874906	06/13/2025	V000233	GENUINE PARTS COMPANY INC	101	GENERAL FUND	2061-53170	AGRICULTURE COMM	2.5 Def	\$33.97
70874907	06/13/2025	113113	GREEN WASTE OF TEHAMA	101	GENERAL FUND	2078-53280	DIV OF ANIMAL SE	4019-10089 Animal by weight	\$98.78
70874908	06/13/2025	115028	HILL'S PET NUTRITION SALES INC	101	GENERAL FUND	2078-53280	DIV OF ANIMAL SE	Cat & Dog Food	\$267.89
70874909	06/13/2025	112395	HOME DEPOT CREDIT SERVICES	106	PUBLIC SAFETY	2027-53170	SHERIFF	MAINTENANCE OF EQUIPMENT	\$196.46
70874909	06/13/2025	112395	HOME DEPOT CREDIT SERVICES	106	PUBLIC SAFETY	2031-53170	WORK FARM	MAINTENANCE OF EQUIPMENT	\$742.19
70874909	06/13/2025	112395	HOME DEPOT CREDIT SERVICES	106	PUBLIC SAFETY	2032-53170	JAIL	MAINTENANCE OF EQUIPMENT	\$1,936.56
70874909	06/13/2025	112395	HOME DEPOT CREDIT SERVICES	106	PUBLIC SAFETY	2035-53140	DAY REPORTING CE	6035322540196312 Inv.# 6027141	\$187.44
70874909	06/13/2025	112395	HOME DEPOT CREDIT SERVICES	106	PUBLIC SAFETY	2035-53170	DAY REPORTING CE	6035322540196312 Inv. 130751	\$146.90
70874909	06/13/2025	112395	HOME DEPOT CREDIT SERVICES	106	PUBLIC SAFETY	2035-53170	DAY REPORTING CE	6035322540196312 Inv. 164487	\$69.75
70874909	06/13/2025	112395	HOME DEPOT CREDIT SERVICES	106	PUBLIC SAFETY	2035-53170	DAY REPORTING CE	6035322540196312 Inv. 2024446	\$115.71
70874910	06/13/2025	134656	HUMBOLDT MOVING &	106	PUBLIC SAFETY	2035-53140	DAY REPORTING	AC TEHAMAADUL May 25	\$59.59



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			STORAGE CO I				CE		
70874910	06/13/2025	134656	HUMBOLDT MOVING & STORAGE CO I	106	PUBLIC SAFETY	2036-53140	JUVENILE HALL	AC TEHAMAADUL 05/25	\$114.58
70874910	06/13/2025	134656	HUMBOLDT MOVING & STORAGE CO I	106	PUBLIC SAFETY	2037-53140	PROBATION	AC TEHAMA ADUL 5/25	\$114.58
70874911	06/13/2025	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2035-53291	DAY REPORTING CE	AC 6031 FOR DRC/ Probation	\$365.03
70874911	06/13/2025	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2037-53291	PROBATION	AC 6031 Adult Probation	\$911.48
70874911	06/13/2025	136121	HUNT & SONS LLC	108	SOCIAL SERVICES	5013-53291	SOCIAL SERVICES	6041	\$1,779.45
70874912	06/13/2025	132392	IOPREDICT INC	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	PROFESSION/SPEC OTHER	\$48,000.00
70874913	06/13/2025	101699	JOHN W CORNELISON DBA	106	PUBLIC SAFETY	2032-53170	JAIL	MAINTENANCE OF EQUIPMENT	\$56.98
70874914	06/13/2025	110712	LABCORP OF AMERICA HOLDINGS	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	Account: 4100230	\$200.00
70874915	06/13/2025	101264	LYNN PEAVEY COMPANY	106	PUBLIC SAFETY	2027-53220	SHERIFF	OFFICE EXPENSE	\$98.67
70874916	06/13/2025	133436	M L ESLINGER & ASSOCIATES INC	106	PUBLIC SAFETY	2037-53290	PROBATION	TC Probation STC 02952866 Zoom	\$150.00
70874917	06/13/2025	120101	MANDI SELVESTER	101	GENERAL FUND	1013-53230	CLERK OF THE BOA	412PA24 - Social Media	\$300.00
70874918	06/13/2025	134809	MITEL BUSINESS SYSTEMS INC	108	SOCIAL SERVICES	5013-53170	SOCIAL SERVICES	MAINTENANCE OF EQUIPMENT	\$6,309.45
70874919	06/13/2025	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	Hydromorphone Inj 2mg	\$89.06
70874919	06/13/2025	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-532807	DIV OF ANIMAL SE	61657875 NEOPOLY OINT-MED DON	\$30.42
70874920	06/13/2025	102211	NITV FEDERAL SERVICES	106	PUBLIC SAFETY	106-105580	NOT APPLICABLE	FY25-26	\$1,495.00

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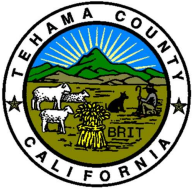
Check Number	Post Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Check Amount
70874921	06/13/2025	113374	NO CALIF IMAGING ASSOC MED GRO	106	PUBLIC SAFETY	20321-532395	JAIL - HEALTH SE	OUTSIDE MEDICAL PROVIDER	\$389.00
70874922	06/13/2025	101183	NORTH VALLEY DISTRIBUTING	106	PUBLIC SAFETY	2024-53170	BOATING GRANTS	MAINTENANCE OF EQUIPMENT	\$93.18
70874923	06/13/2025	104821	NORTHERN CALIFORNIA YOUTH	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	PROFESSION/SPEC OTHER	\$8,185.48
70874924	06/13/2025	104757	OFFICE DEPOT (BUSINESS SVCS DI	535	TC CHILD & FAMIL	53510-53220	TC CHILD & FAMIL	44149	\$166.24
70874925	06/13/2025	133323	OFFICE THREE SIXTY INC	101	GENERAL FUND	2078-53220	DIV OF ANIMAL SE	AVE-47985 Portfolio	\$55.73
70874926	06/13/2025	117529	PRO PACIFIC	106	PUBLIC SAFETY	2032-53130	JAIL	61960	\$566.20
70874927	06/13/2025	108185	PRODUCERS DAIRY FOODS INC	106	PUBLIC SAFETY	2032-53130	JAIL	818652	\$329.76
70874927	06/13/2025	108185	PRODUCERS DAIRY FOODS INC	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	AC 692071	\$87.51
70874927	06/13/2025	108185	PRODUCERS DAIRY FOODS INC	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	AC 717115 SNP	\$307.78
70874927	06/13/2025	108185	PRODUCERS DAIRY FOODS INC	106	PUBLIC SAFETY	2036-53190	JUVENILE HALL	AC 692071	\$87.51
70874928	06/13/2025	103866	PROFESSIONAL MEDICAL COPY	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	PROFESSION/SPEC OTHER	\$285.30
70874929	06/13/2025	136451	PROTEK CONCRETE COATINGS	106	PUBLIC SAFETY	2032-53180	JAIL	MTCE STRUCT-IMPRV- GROUNDS	\$25,875.30
70874930	06/13/2025	125775	RELX INC	410	LAW LIBRARY	41010-53230	LAW LIBRARY	424ZMZ7X6	\$856.00
70874931	06/13/2025	101509	SHELBY'S PEST CONTROL INC	106	PUBLIC SAFETY	2028-53230	AUTO SHOP	21244	\$50.00
70874932	06/13/2025	131147	STEVE WESTABY	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	Juvenile Hall 06/02/25	\$135.00
70874933	06/13/2025	107566	SYSCO	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	AC 346486 FOOD	\$2,188.68
70874933	06/13/2025	107566	SYSCO	106	PUBLIC SAFETY	2036-53140	JUVENILE HALL	AC 346486 HOUSEHOLD SNP	\$27.47
70874934	06/13/2025	V000184	TECHNICAL RESOURCE MANAGEMENT	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	Account: FS-14078	\$164.00

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70874935	06/13/2025	105424	TEHAMA COUNTY DEPT OF EDUCATIO	108	SOCIAL SERVICES	5013-53230	SOCIAL SERVICES	Customer #: 001007	\$35,658.75
70874935	06/13/2025	105424	TEHAMA COUNTY DEPT OF EDUCATIO	410	LAW LIBRARY	41010-53230	LAW LIBRARY	000683	\$112.50
70874936	06/13/2025	120624	TEHAMA PHARMACY & TRADING COMP	106	PUBLIC SAFETY	2036-53190	JUVENILE HALL	999000437 May'25 Sisk (H.U.)	\$26.99
70874936	06/13/2025	120624	TEHAMA PHARMACY & TRADING COMP	106	PUBLIC SAFETY	2036-53190	JUVENILE HALL	AC 999000437 OAC -\$273.58 cr	(\$273.58)
70874936	06/13/2025	120624	TEHAMA PHARMACY & TRADING COMP	106	PUBLIC SAFETY	2036-53190	JUVENILE HALL	AC 999000437 TC (R.P) 5/7/25	\$21.14
70874936	06/13/2025	120624	TEHAMA PHARMACY & TRADING COMP	106	PUBLIC SAFETY	2036-53190	JUVENILE HALL	AC 999000437 TC MEDS(W.A)	\$40.25
70874936	06/13/2025	120624	TEHAMA PHARMACY & TRADING COMP	106	PUBLIC SAFETY	2036-53190	JUVENILE HALL	AC# 999000437OTC meds for 4/25	\$25.26
70874936	06/13/2025	120624	TEHAMA PHARMACY & TRADING COMP	106	PUBLIC SAFETY	2036-53190	JUVENILE HALL	AC999000437MEDS 03/26/25 OTC	\$3.63
70874936	06/13/2025	120624	TEHAMA PHARMACY & TRADING COMP	106	PUBLIC SAFETY	2036-53190	JUVENILE HALL	TC youth (V.T.) DOS 05/01/25	\$135.87
70874936	06/13/2025	120624	TEHAMA PHARMACY & TRADING COMP	106	PUBLIC SAFETY	2036-53190	JUVENILE HALL	Trinity Co. Youth (V.T.) 5/25	\$143.97
70874937	06/13/2025	133407	THE EMBROIDERY SHOPPE	106	PUBLIC SAFETY	2035-53280	DAY REPORTING CE	CREW WORK VEST / TC Probation	\$165.00
70874938	06/13/2025	134948	UBEO MIDCO LLC	106	PUBLIC SAFETY	106-105580	NOT APPLICABLE	FY25-26	\$4.05
70874938	06/13/2025	134948	UBEO MIDCO LLC	106	PUBLIC SAFETY	2027-53220	SHERIFF	OFFICE EXPENSE	\$32.61
70874938	06/13/2025	134948	UBEO MIDCO LLC	106	PUBLIC SAFETY	2027-53250	SHERIFF	RENT/LEASE OF EQUIPMENT	\$8.32
70874938	06/13/2025	134948	UBEO MIDCO LLC	108	SOCIAL SERVICES	5013-53170	SOCIAL SERVICES	Account: 5284071	\$1,572.86

**Tehama County**  
**TEBK400 - Check Register**  
**Issue Dates between Jun 8, 2025 and Jun 14, 2025**

**Report Generated on: Jun 17, 2025 7:52:06 AM**

Check Number	Post Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Check Amount
70874939	06/13/2025	127828	UNIVERSITY OF WISCONSIN	101	GENERAL FUND	2078-532807	DIV OF ANIMAL SE	UPS Next Day Air	\$25.00
70874940	06/13/2025	105075	US FOODS INC	106	PUBLIC SAFETY	2032-53130	JAIL	3370715	\$1,344.25
70874940	06/13/2025	105075	US FOODS INC	106	PUBLIC SAFETY	2032-53140	JAIL	3370715	\$50.92
70874941	06/13/2025	117079	VERIZON WIRELESS	101	GENERAL FUND	2078-53120	DIV OF ANIMAL SE	742624470-0001	\$38.05
70874942	06/13/2025	136143	VESTIS SERVICES LLC	106	PUBLIC SAFETY	2028-53230	AUTO SHOP	176371000	\$81.74
70874942	06/13/2025	136143	VESTIS SERVICES LLC	108	SOCIAL SERVICES	5013-53140	SOCIAL SERVICES	Account: 116139600	\$473.84
70874943	06/13/2025	V000256	WEST COAST PAPER CO INC	108	SOCIAL SERVICES	5013-53140	SOCIAL SERVICES	HOUSEHOLD EXPENSE	\$339.96
70874944	06/13/2025	113681	WORLD TELECOM INC	101	GENERAL FUND	1021-53170	AUDITOR CONTROLL	Service 5/19/2025 PO#302437	\$31.25
70874945	06/13/2025	V000477	BOBBYE BRUNSON	116	SENIOR NUTRITION	5063-53230	SENIOR NUTRITION	PROFESSIONAL/SPECIAL SERV	\$119.95
70874946	06/13/2025	T00253	EMMA BOBADILLA	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT AND CARE - OTHER	\$120.00
70874947	06/13/2025	102992	LYNN WEAVER	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT AND CARE - OTHER	\$700.00
70874948	06/13/2025	V000484	MORAS DRIVING SCHOOL	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT AND CARE - OTHER	\$420.00
70874949	06/13/2025	V000476	PATRICIA VANOVER	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT AND CARE - OTHER	\$500.00
70874950	06/13/2025	120772	PAULA LAYSON	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT AND CARE - OTHER	\$200.00
70874951	06/13/2025	102478	TEHAMA COUNTY CLERK & RECORDER	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT AND CARE - OTHER	\$24.00
70874952	06/13/2025	T0029237	WASHOE COUNTY CLERK	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT AND CARE - OTHER	\$15.00
70874953	06/13/2025	T0029237	WASHOE COUNTY CLERK	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT AND CARE - OTHER	\$15.00



# Tehama County

## Agenda Request Form

**File #:** 25-0939

**Agenda Date:** 7/1/2025

**Agenda #:** 2.

### PERSONNEL / PUBLIC WORKS

#### **Requested Action(s)**

a) Request approval to appoint the candidate as an Accounting Technician I at Salary Range 18, Step B, effective 7/1/25 or upon successful completion of all pre-employment requirements

#### **Financial Impact:**

The annual base salary for a full-time Accounting Technician I at Step B is \$43,680, a \$2,080 increase over that of Step A. The Department has sufficient 24/25 fiscal year funding budgeted for appointment at Step B. There will be no impact to the general fund.

#### **Background Information:**

The candidate's two years' experience as a cost accounting specialist, experience with financial reporting, financial data analysis, cost control measures with the ability to implement new processes related to these control measures, in addition to her experience with budgets, fuel reporting and accounts payable makes her the ideal candidate for this position. The candidate's training and experience with complex processes exceeds that of an entry level employee, even for Accounting Technician I. Public Works would like to appoint a highly qualified candidate such as this.



## OTHER THAN "A" STEP REQUEST

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

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

---

FROM: Tehama County Public Works  
TO: Board of Supervisors/Personnel Office  
RE: Request to hire an applicant in the following classification:  
Accountanting Technician I at other than "A" step.

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

1. \$ 20.00 Step A Request: \$ 21.00 Step B

2. Total applications received during recruitment for this position: 9  
Total number of "qualified" applicants: 6

3. Justification for requesting higher step than A:

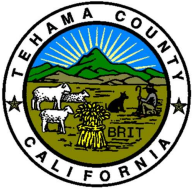
he candidate's two years' experience as a cost accounting specialist, experience with financial reporting, financial data analysis, cost control measures with the ability to implement new processes related to these control measures, in addition to her experience with budgets, fuel reporting and accounts payable makes her the ideal candidate for this position. This candidate is considered the highest-ranking candidate and has agreed to employment at the negotiated rate within the Tehama County pay scale. The candidate's training and experience with complex processes exceeds that of an entry level employee, even for Accounting Technician I. Public Works would like to appoint a highly qualified candidate such as this.

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

The estimated base salary for this 1.0 FTE at Step B is \$43,680.00, \$2,080.00 greater than Step A. This position has been budgeted for but is unfilled to date this fiscal year. The Department has sufficient funding budgeted for appointment at Step B for the fiscal year 2024/25.

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

Department Head Signature



# Tehama County

## Agenda Request Form

**File #:** 25-1130

**Agenda Date:** 7/1/2025

**Agenda #:** 3.

### PUBLIC WORKS

#### **Requested Action(s)**

a) ROAD AGREEMENT - Request approval and authorization for the Interim Director to sign Amendment No. 2 to the Agreement (Road Agreement 2023-3) and as amended by No. 1 (Road Agreement 2025-1) with Consor Engineering for the purpose of providing construction management services related to the Evergreen Road at South Fork Cottonwood Creek Bridge Replacement Project; thereby increasing the Maximum Compensation to \$2,846,531.92 for construction management services for the remaining duration of the project (*Subject to receipt of required insurance documentation*)

#### **Financial Impact:**

Amendment No.2 would increase the contract amount by \$61,779.13 for a total of \$2,846,531.92. State Transportation Improvement Plan (STIP) funds have previously been authorized for the construction phase of the project and are available to fund this amendment. This does not impact the general fund.

#### **Background Information:**

The Board awarded a contract for Construction Management services for the Evergreen Road at SF Cottonwood Creek Bridge Replacement Project to Consor Engineering, at the January 24, 2023 meeting, in the amount of \$2,584,000. The project was originally anticipated to be complete in Fall 2024. Due to weather, water flows of SF Cottonwood Creek, and saturated soil conditions during the summer, the project completion date has been extended to Winter 2024/2025. Amendment No. 1 provided funding to continue resident engineer, inspection, and environmental oversight services for the duration of the project through June 2025. Amendment No. 2 provides for the services to complete the project and provide for close-out services. The method of payment used for the agreement is based on actual costs plus a Fixed Fee. Amendment No. 2 increases the Fixed Fee by \$12,529.82 for a total Fixed Fee of \$183,251.85. The total Fixed Fee amount is included in the total contract increase of \$61,779.13.



**AMENDMENT NO. 2  
TO THE AGREEMENT BETWEEN THE COUNTY OF  
TEHAMA AND CONSOR NORTH AMERICA, INC.**

The Road Agreement Number 2023-3 dated January 26, 2023 was entered into between the County of Tehama, through its Department of Public Works, (COUNTY) and CONSOR NORTH AMERICA, INC. (CONSULTANT”), for the purpose of providing Construction Management services on the Evergreen Road Bridge Replacement Project (referred to as “AGREEMENT”).

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

**ARTICLE III STATEMENT OF WORK**

O. Attachment VI attached hereto is to be amended to and included in the original scope of work which was identified as Attachment I.

**ARTICLE V ALLOWABLE COSTS AND PAYMENTS**

- B. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a **fixed fee of \$183,251.85**. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.
- I. The total amount payable by LOCAL AGENCY including the fixed fee is amended to provide for an increase of \$61,779.13 as shown on “Attachment VI” attached hereto. In no event shall the maximum compensation including the fixed fee exceed **\$2,846,531.92**.

<<Signatures on the following page>>

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

**COUNTY OF TEHAMA  
DEPARTMENT OF PUBLIC WORKS**

\_\_\_\_\_  
William Pike, P.L.S.  
INTERIM DIRECTOR OF PUBLIC WORKS

Date: \_\_\_\_\_

**CONSULTANT**

\_\_\_\_\_  
Ian Machan  
EXECUTIVE VICE PRESIDENT- WEST  
CONSOR NORTH AMERICA, INC

Date: \_\_\_\_\_



2868 Prospect Park Drive, Suite 250  
Rancho Cordova, California, 95670  
916.368.9181

May 15, 2025

Mr. Jon McClain, Project Manager  
Tehama County Public Works  
9380 San Benito Avenue  
Gerber, CA 96035

Job Stamp:  
Evergreen Road Bridge Replacement Project  
Tehama County, California  
Federal Aid Project No. BRLOZB-5908(025)  
County Project No: 316581

**RE: Letter No. TC006 - Budget Augmentation Request No. 2 (Request No. 4)**

Dear Mr. McClain,

This document is a summary of the budget expended to date (as of March 31, 2025) for the construction administration and inspection of the Evergreen Road Bridge Replacement Project.

We have identified a shortfall in budget Tasks 2B, and 9 and respectfully request an additional **\$61,779.13**, as shown below, to allow us to complete our work. This proposed budget augmentation has been discussed with the County and includes the following tasks and amounts which correspond to the original contract task numbers:

Task	Current Task Budget	Amt Utilized Thru 3/31/2025	Budget Amount Remaining	Amount Reallocated Request	Additional Task Budget Requested	Revised Task Budget	Budget Remaining
Task 1 – Pre-Construction (Conсор)	\$13,094.60	\$13,094.60	\$0.00	\$0.00	\$0.00	\$13,094.60	\$0.00
Task 2A – Construction (Conсор)	\$1,754,461.37	\$1,750,238.04	\$4,223.33	(-\$4,223.33)	\$0.00	\$1,750,238.04	\$0.00
Task 2B – Construction (Webster)	\$529,318.15	\$518,340.38	\$10,977.77	+\$5,000.00	+\$46,709.22	\$581,027.37	\$62,686.99
Task 3 – CPM Schedule Review (Webster)	\$14,177.88	\$14,177.88	\$0.00	\$0.00	\$0.00	\$14,177.88	\$0.00
Task 4A – Environmental Oversight (AWE)	\$63,370.35	\$57,991.30	\$5,379.05	(-\$5,000.00)	\$0.00	\$58,370.35	\$379.05
Task 4B – Hydroacoustic Monitoring (I&R)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task 5 – Materials Testing (PEI)	\$135,828.72	\$135,828.72	\$0.00	\$0.00	\$0.00	\$135,828.72	\$0.00
Task 6 – Labor Compliance (Webster)	\$32,561.73	\$32,561.73	\$0.00	\$0.00	\$0.00	\$32,561.73	\$0.00
Task 7 – Survey Verification (UNICO)	\$34,651.05	\$34,651.05	\$0.00	\$0.00	\$0.00	\$34,651.05	\$0.00
Task 8 – Profilograph (JLG)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task 9 – Post-Construction (Conсор)	\$48,777.81	\$2,639.89	\$46,137.92	+\$4,223.33	+\$15,069.91	\$68,071.05	\$65,431.16
Task 90 – Other Direct Costs (Conсор)	\$158,511.13	\$156,859.37	\$1,651.76	\$0.00	\$0.00	\$158,511.13	\$1,651.76
<b>Total</b>	<b>\$2,784,752.79</b>	<b>\$2,716,382.96</b>	<b>\$68,369.83</b>	<b>\$0.00</b>	<b>\$61,779.13</b>	<b>\$2,846,531.92</b>	<b>\$130,148.96</b>

**Project Status**

As of the end of April 2025, the contractor has completed all bid item construction work. We have minor change order work, associated with reworking ditches for improved site drainage, under development. This unforeseen work is the result of off site drainage not performing in the manner assumed during the design phase and was identified at the end of the project work. The Contractor is currently on stand-by waiting for further direction from the County before working on this change order. Once the change order is issued, we anticipate that the work will take approximately one week to complete, however, completion of this work relies on the availability of the Contractor to fit this work into their schedule in a timely manner - which may be difficult as they are likely working on other projects this time of year.

Our best assessment at this time is that this change order work will be completed by the end of June with closeout completed by the end of July. Please note that this assessment is based on the information currently available and could change due to circumstances outside Consor and County control.

**Task Status**Task 1 – Pre-Construction (Consor)

Preconstruction services are complete and underutilized budget was reallocated previously.

Task 2A – Construction (Consor) and 2B – Construction (Webster)

Field construction tasks for Consor are complete. Therefore, we request that the remaining underutilized monies be reallocated to Task 9.

Task 2B – Construction (Webster)

Task 2B provides for Webster Engineering to provide office engineering and supplemental construction inspection services for the project, including during project closeout. Webster has nearly exhausted their budget and we respectfully request to add additional budget for them to continue supporting the project as discussed in Task 9 below.

Task 3 – CPM Schedule Review (Webster Engineering)

CPM schedule review work is essentially complete. Any remaining efforts would be considered closeout in nature and will be billed under Task 2B.

Task 4A – Environmental Oversight (Area West Environmental)

Environmental oversight is complete and AWE is finalizing their last invoice. Therefore, we request that remaining underutilized monies be reallocated to Task 2B.

Task 4B – Hydroacoustic Monitoring (Illingworth & Rodkin)

Work by our hydroacoustic monitoring subconsultant, Illingworth & Rodkin, was not needed for this project and their budget was reallocated previously.

Task 5 – Materials Sampling & Testing (Pavement Engineering, Inc.)

Materials testing work is complete and their underutilized budget was reallocated previously.

Task 6 – Labor Compliance (Webster Engineering)

Labor compliance review work is essentially complete. Any remaining efforts would be considered closeout in nature and have been billed under Task 2B.

Task 7 – Survey Verification (UNICO Engineering)

Survey verification work is complete and their underutilized budget was reallocated previously.

Task 8 – Profilograph (JLG)

Work by our profilograph provider, JLG, was not needed for this project and their budget was reallocated previously.

Task 9 – Post Construction

Post-construction and project closeout are ongoing. We are working on closing out a number of change orders, including the one for additional drainage work mentioned in Task 2A. We respectfully request to add additional budget to continue these activities. Fortunately, we do not have any Potential Claims or Disputes at this time so closeout should be completed by mid- to late-summer.

Task 90 – Other Direct Costs (ODC's)

Currently, our ODC budget appears to be within budget and we do not foresee needing to modify it at this time.

**Conclusion**

The amounts requested for these tasks reflects our best estimate to capture the additional efforts required to complete this project.

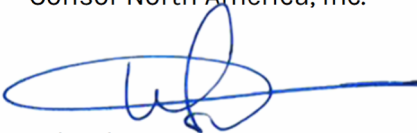
If this additional budget request is acceptable to the County, please indicate your approval below and return a copy to me for our records.

As always, we strive to efficiently complete projects on budget, and it is our intention to only use the monies required to complete our work. We will continue to monitor the budget and provide updates on a periodic basis as the project work moves forward.

Please let me know if you have any questions or would like to discuss further.

Sincerely,

Conсор North America, Inc.



Leland Mason, PE  
Principal Construction Manager

---

Approval by: \_\_\_\_\_ Date \_\_\_\_\_  
Mr. Jon McClain  
County of Tehama

**COST PROPOSAL 1**  
**Cost-Plus-Fixed Fee or Lump Sum OR Firm Fixed Price Contracts**  
 (Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed

☒ Prime Consultant    ☐ Subconsultant    ☐ 2nd Tier Subconsultant

Consultant Consor North America, Inc.

Project No. Evergreen Rd Bridge CM -  
Amendment 2 (Request 4)

Contract No. \_\_\_\_\_

Date 5/15/2025

**DIRECT LABOR**

Classification/Title	Key Staff	Name	Hours	Range	Initial Hourly Rate	Total
Construction Manager	*	Norman L Mason	10	\$80-\$120	\$76.92	\$ 769.20
Resident Engineer **	*	Justin Kable	50	\$65-\$100	\$90.00	\$ 4,500.00
Structure Representative **		Staff		\$60-\$100	\$90.00	\$ -
Structure Representative **		Staff		\$60-\$100	\$90.00	\$ -
Construction Inspector (Grp 1) **		Staff		\$50-\$100	\$80.00	\$ -
Construction Inspector (Grp 2) **		Staff		\$48-\$98	\$70.00	\$ -
Assistant Resident Engineer		Staff		\$40-\$80	\$72.00	\$ -
Senior Engineer		Staff		\$60-\$100	\$85.00	\$ -
Associate Engineer		Staff		\$40-\$80	\$65.00	\$ -
Engineering Designer I		Staff		\$30-\$50	\$45.00	\$ -
Engineering Designer II		Staff		\$36-\$66	\$50.00	\$ -
Project Manager Assistant		Staff		\$30-\$50	\$40.00	\$ -
Office Engineer		Staff		\$50-\$70	\$60.00	\$ -
Survey Manager		Staff		\$60-\$90	\$84.00	\$ -
Project Surveyor **		Staff		\$40-\$70	\$50.00	\$ -
subtotal			60		subtotal	\$ 5,269.20

**LABOR COSTS**

- a) Subtotal Direct Labor Costs  
 b) Anticipated Salary Increases

\$ 5,269.20  
 \$ -

c) **Total Direct Labor Costs [(a) + (b)] \$ 5,269.20**

**INDIRECT COSTS**

- d) Fringe Benefits (Rate: 0.00%)  
 f) Overhead (Rate: 160.00%)  
 h) General and Administrative (Rate: 0.00%)

e) Total Fringe Benefits [(c) x (d)] \$ -  
 g) Overhead [(c) x (f)] \$ 8,430.72  
 i) Gen & Admin [(c) x (h)] \$ -

j) **Total Indirect Costs [(e) + (g) + (i)] \$ 8,430.72**

**FIXED FEE**

k) **TOTAL FIXED FEE [(c) + (j)]\* fixed fee 10% ] \$ 1,369.99**

**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Per Diem - Principal Engineer	0	Days	\$120.00	\$ -
Per Diem - Resident Engineer	0	Days	\$120.00	\$ -
Per Diem - Structure Representative	0	Days	\$120.00	\$ -
Per Diem - Construction Inspector	0	Days	\$120.00	\$ -
Prevailing Wage Differential		Actual		\$ -
Construction Office	0	Mo.	\$2,000.00	\$ -
Mileage	0	Mi.	\$0.670	\$ -
Miscellaneous Field Supplies		Actual		\$ -
Reproduction		Actual		\$ -
				\$ -

l) **TOTAL OTHER DIRECT COSTS \$ -**

**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1:	Webster Engineering (DBE)	\$ 46,709.22
Subconsultant 2:		
Subconsultant 3:		
Subconsultant 4:		
Subconsultant 5:		

(m) **TOTAL SUBCONSULTANTS' COSTS \$ 46,709.22**

(n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 46,709.22**

**TOTAL COST [(c) + (j) + (k) + (n)] \$ 61,779.13**

**NOTES:**

- Key Personnel must be marked with an asterisk (\*) and employees that are object to prevailing wage must be marked with two asterisks (\*\*). All costs must comply with the Federal costs principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or excepted by Caltrans.
- Anticipated salary increases calculation must accompany.

**COST PROPOSAL 1**  
**Cost-Plus-Fixed Fee or Lump Sum OR Firm Fixed Price Contracts**  
 (Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed

☐ Prime Consultant    ☒ Subconsultant    ☐ 2nd Tier Subconsultant

Consultant **Webster Engineering**

Project No. Evergreen Rd Bridge CM -  
Amendment 2 (Request 4)

Contract No. \_\_\_\_\_

Date 5/15/2025

**DIRECT LABOR**

Classification/Title	Key Staff	Name	Hours	Range	Initial Hourly Rate	Total
Engineer/Office Engineer/Inspector		Katherine Webster	34.0	\$40-\$85	\$77.25	\$ 2,626.50
Office Engineer		Brandon LaChance	315.0	\$20-\$60	\$41.20	\$ 12,978.00
Inspector		Brandon LaChance	54.0	\$54-\$75	\$56.77	\$ 3,065.58
Inspector - Overtime		Brandon LaChance	0	\$81-\$113	\$85.16	\$ -
Inspector - Double Overtime		Brandon LaChance	0	\$108-\$150	\$113.54	\$ -
Office Engineer		Stacy Turner	25.25	\$20-\$60	\$25.00	\$ 631.25
Office Engineer		Skyler Lund	0	\$20-\$60	\$20.00	\$ -
						\$ -
						\$ -
subtotal			428.25		subtotal	\$ 19,301.33

**LABOR COSTS**

a) Subtotal Direct Labor Costs

\$ 19,301.33

b) Anticipated Salary Increases

\$ -

c) **Total Direct Labor Costs [(a) + (b)] \$ 19,301.33**

**INDIRECT COSTS**

d) Fringe Benefits

( Rate: 60.00% )

e) Total Fringe Benefits [(c) x (d)] \$ 11,580.80

f) Overhead

( Rate: 60.00% )

g) Overhead [(c) x (f)] \$ 11,580.80

h) General and Administrative

( Rate: 0.00% )

i) Gen & Admin [(c) x (h)] \$ -

j) **Total Indirect Costs [(e) + (g) + (i)] \$ 23,161.60**

**FIXED FEE**

k) **TOTAL FIXED FEE [(c) + (j)]\* fixed fee 10% ] \$ 4,246.29**

**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage	0	Mi.	\$0.545	\$ -
DIR Subsistence	0	Days	\$120.00	\$ -
Equipment Rental & Supplies	Actual			\$ -
Permit Fees	Actual			\$ -
Plan Sheets	Actual			\$ -
				\$ -

l) **TOTAL OTHER DIRECT COSTS \$ -**

**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1:

Subconsultant 2:

Subconsultant 3:

Subconsultant 4:

Subconsultant 5:

(m) **TOTAL SUBCONSULTANTS' COSTS \$ -**

(n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ -**

**TOTAL COST [(c) + (j) + (k) + (n)] \$ 46,709.22**

**NOTES:**

- Key Personnel **must** be marked with an asterisk (\*) and employees that are object to prevailing wage must be marked with two asterisks (\*\*). All costs must comply with the Federal costs principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or excepted by Caltrans.
- Anticipated salary increases calculation must accompany.



**AMENDMENT NO. 1  
TO THE AGREEMENT BETWEEN THE COUNTY OF  
TEHAMA AND CONSOR NORTH AMERICA, INC.**

The Road Agreement Number 2023-3 dated January 26, 2023, was entered into between the County of Tehama, through its Department of Public Works, (COUNTY) and CONSOR NORTH AMERICA, INC. CONSULTANT”), for the purpose of providing Construction Management services on the Evergreen Road Bridge Replacement Project (referred to as “AGREEMENT”).

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

**ARTICLE I INTRODUCTION**

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

The name of the “CONSULTANT” is as follows:  
**Conzor North America, Inc.**

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

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

The Contract Administrator for LOCAL AGENCY will be **Shawn Furtado, P.E. Civil Engineer.**

**ARTICLE V ALLOWABLE COSTS AND PAYMENTS**

- C. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a **fixed fee of \$170,722.03**. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.
- I. The total amount payable by LOCAL AGENCY including the fixed fee is amended to provide for an increase of \$200,752.79 for a total amount of **\$2,784,752.79**. In no event shall the maximum compensation including the fixed fee exceed **\$2,784,752.79**.

### **ARTICLE XXXIII NOTIFICATION**

All notices hereunder and communications regarding the interpretation of the terms of this AGREEMENT and changes thereto, shall be affected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:	Conzor North America, Inc. Leland Mason PE, Project Manager 11017 Cobblerock Drive, Suite 100 Rancho Cordova, CA 95670 (916) 368-9181
LOCAL AGENCY:	Tehama County Public Works Shawn Furtado PE, Contract Administrator 9380 San Benito Avenue Gerber, CA 96035 (530)385-1462

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

The AGREEMENT and Amendment No. 1 (collectively referred to as the "Modified Agreement"), constitutes the entire agreement of the parties and supersedes all previous agreements, writings, and oral statements. In the event of any inconsistency or conflict between this Amendment No. 1 and the AGREEMENT, the provisions of this Amendment No. 1 shall prevail over those of the AGREEMENT. This Modified Agreement may not be further modified except in writing signed by both parties pursuant to ARTICLE XXI CHANGE IN TERMS.

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

COUNTY OF TEHAMA  
DEPARTMENT OF PUBLIC WORKS

*Justin Schultz for James N. Simon*

Date: 1/30/25

JAMES N. SIMON  
DIRECTOR OF PUBLIC WORKS

CONSULTANT

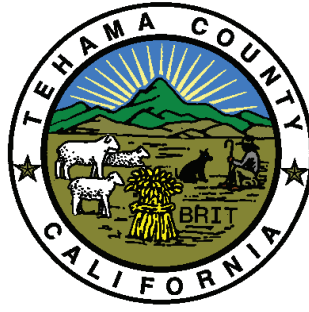
DocuSigned by:

*Ian Machan*

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IAN MACHAN

EVP - WEST  
CONSOR NORTH AMERICA, INC.

Date: 1/27/2025 | 10:58:47 AM EST



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**TEHAMA COUNTY DEPARTMENT OF PUBLIC WORKS  
GERBER, CALIFORNIA**

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

**FOR CONSTRUCTION MANAGEMENT SERVICES ON EVERGREEN  
ROAD BRIDGE REPLACEMENT PROJECT**

**FEDERAL AID PROJECT NUMBER BRLOZB-5908(025)**

**County Project Number 316581**

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## ARTICLE I INTRODUCTION

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

The name of the "CONSULTANT" is as follows:

**Conzor North America, Inc.**

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

The name of the "LOCAL AGENCY" is as follows:

Tehama County, through its Department of Public Works

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

- B. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONSULTANT's Cost Proposal dated **January 3, 2023**. The approved CONSULTANT's Cost Proposal and Scope of Work are attached hereto (Attachment I) and incorporated by reference. If there is any conflict between the approved Cost Proposal, Scope of Work, and this AGREEMENT, this AGREEMENT shall take precedence.
- C. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless LOCAL AGENCY, its officers, officials, agents, employees, and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise, arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONSULTANT, except such loss or damage which was caused by the sole negligence, or willful misconduct of LOCAL AGENCY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.

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

- D. CONSULTANT shall, during the entire term of this agreement, act as an independent CONSULTANT and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow LOCAL AGENCY to exercise discretion or control over the professional manner in which CONSULTANT (including CONSULTANT's employees) performs the services which are the subject matter of this agreement; provided always. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of LOCAL AGENCY.
- E. LOCAL AGENCY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the LOCAL AGENCY as to the designation of tasks to be performed and the results to be accomplished.
- F. Any third-party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds LOCAL AGENCY harmless from any and all claims that may be made against LOCAL

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

- G. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the LOCAL AGENCY. However, claims for money due or which become due to CONSULTANT from LOCAL AGENCY under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the LOCAL AGENCY.
- H. CONSULTANT shall be as fully responsible to the LOCAL AGENCY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.
- I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- J. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

## **ARTICLE II CONSULTANT'S REPORTS OR MEETINGS**

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

## **ARTICLE III STATEMENT OF WORK**

### **A. CONSULTANT Services**

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

### **B. Right of Way**

Not Applicable to this Agreement.

### **C. Surveys**

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

### **D. Subsurface Investigations**

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

### **E. Local Agency Obligations**



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

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

F. Conferences, Site Visits, Inspection of Work

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

G. Checking Shop Drawings

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

H. Consultant Services During Construction

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

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

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

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

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

L. Licensing or Accreditation

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

M. Nondiscrimination

The CONSULTANT is required to comply with Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR Part 60).

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

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

## ARTICLE IV PERFORMANCE PERIOD

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

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

#### **ARTICLE V ALLOWABLE COSTS AND PAYMENTS**

- A. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.
- B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONSULTANT's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.
- C. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of \$150,646.75. The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.
- D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal. CONSULTANT will be responsible for transportation and subsistence costs in excess of State rates.
- E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT.
- G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.
- H. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

Tehama County Public Works  
Jessica Pecha, Senior Civil Engineer

- I. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed **Two Million Five Hundred Eighty-Four Thousand Dollars and Zero Cents (\$2,584,000.00)**.
- J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

#### **ARTICLE VI TERMINATION**

- A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.
- B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination provided for in subsection A of this section.
- C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by LOCAL AGENCY by virtue of any breach of this AGREEMENT by CONSULTANT, and LOCAL AGENCY may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due LOCAL AGENCY from CONSULTANT is determined.
- D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

#### **ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 or 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

#### **ARTICLE VIII RETENTION OF RECORDS/AUDIT**

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

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

#### **ARTICLE IX AUDIT REVIEW PROCEDURES**

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
  - 1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Government Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by IOAI.



Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
  - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
  - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
  3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
  4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

## **ARTICLE X SUBCONTRACTING**

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between LOCAL AGENCY and any Subconsultant(s), and no subagreement shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to LOCAL AGENCY for the acts and omissions of its Subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its Subconsultant(s) is an independent obligation from LOCAL AGENCY'S obligation to make payments to CONSULTANT.
- B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that, which is expressly identified in the CONSULTANT's approved Cost Proposal.
- C. Any subagreement entered into as a result of this AGREEMENT shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.
- D. CONSULTANT shall pay its Subconsultants within fifteen (15) calendar days from receipt of each payment made to CONSULTANT by LOCAL AGENCY.
- E. Any substitution of Subconsultant(s) must be approved in writing by LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.
- F. Prompt Progress Payment  
CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the

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

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

**G. Prompt Payment of Withheld Funds to Subconsultants**

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

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

**ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES**

- A. Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.
- C. Any equipment purchased as a result of this AGREEMENT is subject to the following:
  - 1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.

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

## **ARTICLE XII STATE PREVAILING WAGE RATES**

- A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.
- D. Payroll Records
  1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
    - a. The information contained in the payroll record is true and correct.
    - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
  2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
    - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
    - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
    - c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL



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

3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
  4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.
  5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
  6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.
- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.
- F. Penalty
1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
  2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
  3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.
  4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that

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

- a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
  - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
  - c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
  - d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
  6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

#### G. Hours of Labor

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

#### H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. CONSULTANTS and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

### **ARTICLE XIII CONFLICT OF INTEREST**

- A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.
- B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.
- C. The CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.
- D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

### **ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

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

### **ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING**

If AGREEMENT exceeds \$150,000:

- A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:
  - 1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.
  - 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

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

#### **ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE**

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this AGREEMENT, CONSULTANT and its Subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.. CONSULTANT and Subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. CONSULTANT and Subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.), the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.), and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.
- E. CONSULTANT and its Subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.
- I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the LOCAL AGENCY components of the DBE Program Plan,



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

## **ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION**

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager:
1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
  2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
  3. Does not have a proposed debarment pending; and
  4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by the Federal Highway Administration.

## **ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION**

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

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

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

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

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

- B. **The goal for DBE participation for this AGREEMENT is 11.0%.** Participation by DBE CONSULTANT or Subconsultants shall be in accordance with information contained in the CONSULTANT Contract DBE Commitment (LAPM Exhibit 10-O2) attached hereto and incorporated as part of the AGREEMENT (Attachment I, as applicable). If a DBE Subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE Subconsultant, if the goal is not otherwise met.
- C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit LAPM Exhibit 15-H: *DBE Information – Good Faith Efforts* to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance

Under 49 CFR 26.13(b):

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

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

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

E. Termination and Substitution of DBE Subconsultants

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

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

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

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

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

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

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

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

#### F. Commitment and Utilization

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

The LOCAL AGENCY shall request CONSULTANT to:

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

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

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



Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form to the LOCAL AGENCY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the LOCAL AGENCY within 90 days of contract acceptance. The LOCAL AGENCY will withhold \$10,000 until the form is submitted. The LOCAL AGENCY will release the withhold upon submission of the completed form.

In the LOCAL AGENCY's reports of DBE participation to Caltrans, the LOCAL AGENCY must display both commitments and attainments.

- G. A DBE is only eligible to be counted toward the AGREEMENT goal if it performs a commercially useful function (CUF) on the AGREEMENT. CUF must be evaluated on an agreement by agreement basis. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the AGREEMENT is commensurate with the work it is actually performing, and other relevant factors.
- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within thirty (30) calendar days.
- L. After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to [business.support.unit@dot.ca.gov](mailto:business.support.unit@dot.ca.gov) with a copy to the Agency.
- M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

## **ARTICLE XIX INSURANCE**

Consultant shall procure and maintain insurance pursuant to Attachment II, "Insurance Requirements For Consultant," attached hereto and incorporated by reference.

## **ARTICLE XX FUNDING REQUIREMENTS**

- A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.
- B. This AGREEMENT is valid and enforceable only, if sufficient funds are made available to LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to void the AGREEMENT under the thirty (30) day termination clause pursuant to Article VI, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

## **ARTICLE XXI CHANGE IN TERMS**

- A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team key personnel, as listed in the approved Cost Proposal, which is a part of this AGREEMENT, without prior written approval by LOCAL AGENCY's Contract Administrator.

## **ARTICLE XXII CONTINGENT FEE**

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

## **ARTICLE XXIII DISPUTES**

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

- A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and Director of Public Works, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) days after completion of all work under the AGREEMENT, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

## **ARTICLE XXIV INSPECTION OF WORK**

CONSULTANT and any SUBCONSULTANT shall permit LOCAL AGENCY, the state, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

## **ARTICLE XXV SAFETY**

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code §6500 and §6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

## **ARTICLE XXVI OWNERSHIP OF DATA**

- A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of LOCAL AGENCY, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, LOCAL AGENCY shall be entitled to, and CONSULTANT shall deliver to LOCAL AGENCY, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to LOCAL AGENCY which is in CONSULTANT's possession. CONSULTANT shall furnish LOCAL AGENCY all necessary copies of data needed to complete the review and approval process. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by LOCAL AGENCY.
- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of LOCAL AGENCY without restriction or limitation upon its use or dissemination by LOCAL AGENCY.
- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this AGREEMENT. Any reuse by LOCAL AGENCY for another project or project location shall be at LOCAL AGENCY's sole risk.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

#### **ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR**

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.
- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

#### **ARTICLE XXVIII CONFIDENTIALITY OF DATA**

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

#### **ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

#### **ARTICLE XXX EVALUATION OF CONSULTANT**

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

## **ARTICLE XXXI PROMPT PAYMENT FROM THE LOCAL AGENCY TO CONSULTANT**

The LOCAL AGENCY shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the LOCAL AGENCY fails to pay promptly, the LOCAL AGENCY shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the LOCAL AGENCY shall act in accordance with both of the following:

- (1) Each payment request shall be reviewed by the LOCAL AGENCY as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
- (2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to CONSULTANT as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

## **ARTICLE XXXII TITLE VI ASSURANCES**

### **APPENDICES A -E of the TITLE VI ASSURANCES**

The [U.S. Department of Transportation Order No.1050.2A](#) requires all federal-aid Department of Transportation contracts between an agency and a consultant to contain Appendices A and E of the Title VI Assurances. Include Appendices B, C, and D if applicable as shown below. In addition, the consultant must include the Title VI Assurances Appendices A and E, and if applicable Appendices B, C, and D in all subcontracts to perform work under the contract.

The clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a LOCAL AGENCY.

The clauses set forth in Appendix C and Appendix D of this Assurance shall be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the LOCAL AGENCY with other parties:

- a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
- b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

### **APPENDIX A**

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

- a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.



- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - i) withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
  - ii) cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

## APPENDIX B

### CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

**NOW THEREFORE**, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

## **(HABENDUM CLAUSE)**

**TO HAVE AND TO HOLD** said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the

U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\* (\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

## **APPENDIX C**

### **CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM**

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
  - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.\*



(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## **APPENDIX D**

### **CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER 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.

## **APPENDIX E**

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin; and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age;
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination 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. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

#### **ARTICLE XXXIII NOTIFICATION**

All notices hereunder and communications regarding the interpretation of the terms of this AGREEMENT and changes thereto, shall be affected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:           Conzor North America, Inc.  
Leland Mason PE, Project Manager  
11017 Cobblersrock Drive, Suite 100  
Rancho Cordova, CA 95670  
(916) 368-9181

LOCAL AGENCY:       Tehama County Public Works  
Jessica Pecha PE, Contract Administrator  
9380 San Benito Avenue  
Gerber, CA 96035

#### **ARTICLE XXXIV CONTRACT**

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

## ARTICLE XXXV SIGNATURES

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

County of Tehama  
Department of Public Works

DocuSigned by:

*James N. Simon, P.E.* \_\_\_\_\_

BFBAE367F2D04D4...

Director of Public Works

Date: 1/26/2023 | 6:40:16 PM EST

Conсор North America, Inc

DocuSigned by:

*Mike Hays* \_\_\_\_\_

2962283EB9F04E1...

Principal-In-Charge

Date: 1/26/2023 | 6:29:49 PM EST

## SCOPE OF WORK

The following Scope of Work identifies the items of work, the order in which they may occur, and how they will be addressed during the construction of the Evergreen Road Bridge Replacement Project.

This Work Plan is based on Consor's current understanding of the project and the following assumptions:

- The CONTRACTOR will take no more than 400 working days to complete the project. Construction of the proposed project would last approximately nineteen months during two construction seasons, with a winter suspension in-between, from Winter/Spring 2023 to Summer/Fall 2024.
- In-water work activities in Cottonwood Creek will be conducted during two discreet periods: The first in-water work period would include constructing bridge foundations and last from June 15 through October 15, 2023; the second in-water work period would include constructing bridge superstructure and last from June 15 through October 15, 2024.
- The CONTRACTOR will be working normal shifts throughout the project and no overtime is anticipated.
- The CONTRACTOR will provide all construction staking and layout for the project.
- The CONTRACTOR will provide a project biologist for environmental monitoring.
- The CONTRACTOR will provide roadway profiling in conformance with standard specifications.
- Consor assumes that the CONTRACTOR is experienced with this type of work and will diligently pursue timely completion of the project.
- The COUNTY will provide access to Virtual Project Manager (VPM) to track and manage projects. Consor will utilize this program for (as appropriate): project documents, task management, change orders, transmittals, submittals, RFIs, Utilities, daily logs, project contacts, timecards, payments, and storm water (SWPPP).
- Consor will lease a temporary office near the project site.

Consor assumes a basis for project staffing levels as shown in our attached Project Staffing Chart for Tasks 1 through 9. Our level of effort depends on the Contractor's operation and ability to meet the anticipated schedule and contract requirements.

- Task 1 - Consor's level of effort for pre-construction activities is estimated at up to 131 hours.
- Quincy will provide oversight, administration, and inspection (Task 2) of the following activities:
  - New bridge construction (Cottonwood Creek Bridge and ACID Canal Bridge),
  - Roadway construction and staging, including embankment, base and paving, drainage, and rock slope protection, etc.
  - Existing bridge demolition and road removal (when no longer needed).
- Task 2A - Consor's level of effort for construction engineering, contract management, and construction inspection activities is estimated at up to 6,876 hours.
- Task 2B - As subconsultant to Consor, Webster Engineering (Webster) will provide office engineering, labor compliance reviews, and supplemental inspection, as requested. Webster's estimated effort for these activities is estimated at up to \$339,729.28.
- Task 3 - As subconsultant to Consor, Webster Engineering (Webster) will provide CPM schedule review, as requested. Webster's estimated effort for these activities is estimated at up to \$12,154.45.
- Task 4A - As subconsultant to Consor, Area West Environmental (AWE) will provide environmental oversight services. AWE's estimated effort for these activities is estimated at up to \$123,370.35.
- Task 4B - As subconsultant to Consor, Illingworth & Rodkin (I&R) will provide hydroacoustic monitoring oversight services. I&R's estimated effort for these activities is estimated at up to \$27,623.18.

**TEHAMA COUNTY**  
**EVERGREEN ROAD BRIDGE REPLACEMENT PROJECT**

- Task 5 - As subconsultant to Consor, Pavement Engineering, Inc. (PEI) will provide materials sampling and testing services. PEI's estimated effort for these activities is estimated at up to \$161,003.41.
- Task 6 - As subconsultant to Consor, Webster Engineering (Webster) will provide labor compliance reviews, as requested. Webster's estimated effort for these activities is estimated at up to \$37,207.50.
- Task 7 - As subconsultant to Consor, UNICO Engineering (UNICO) will provide survey verification, as requested. UNICO's estimated effort for these activities is estimated at up to \$42,638.48.
- Task 8 - As subconsultant to Consor, JRG Profile (JRG) will provide bridge profilograph, as requested. JRG's estimated effort for these activities is estimated at up to \$5,100.00.
- Task 9 - Consor's level of effort for post-construction activities is estimated at up to 195 hours.

The following are the activities we will employ by task:

**Task 1: Pre-Construction Services**

Conсор staff will perform the following, as required:

- Thoroughly review the plans, specifications, RE pending file, PLACs, environmental documents, and other applicable documents. It is important to identify potential or anticipated problem areas early in the contract.
- Prepare and conduct a coordination meeting(s) with the County, County's Engineering Designer of Record (EOR), and other affected agencies and stakeholders to review project information.
- Prepare and conduct a pre-construction conference with the Contractor, subcontractors, County officials, and other involved parties. Topics of discussion will include labor compliance, equal employment opportunity, record keeping, State and Federal safety laws, DBE involvement, use of local businesses and subcontractors, environmental requirements including Storm Water Pollution Prevention, utility issues, traffic control issues, safety problems, etc. A major goal at this meeting, besides dissemination of data, is to establish a cooperative attitude between the Construction Management (CM) field staff, County staff, and the Contractor. It is critical that all parties work as a Team.
- Prepare an internal construction management Quality Control Plan (QCP) plan. The plan will include general project authority, communications, and project documentation guidelines.
- Prepare a survey quality assurance program for inclusion in the CMP.
- Prepare a project specific Construction Management Plan (QMP) plan. CMP shall describe the level of effort anticipated to be maintained by CM and inspectors for the various activities during the construction period and project closeout. CMP shall describe all deliverables and time for periodic reports. At a minimum, CMP shall include the following sections:
  - Project Organization
  - Meetings
  - Communications Management
  - Preparation of Management Reports
  - Clarifications and Contract Interpretations of Specifications
  - Submittals/Shop Drawings
  - Design Modifications
  - Change Orders
  - Schedule Management
  - Claims Management and Resolution
  - Testing and Testing Documentation
  - Progress Pay Estimate Preparation
  - Inspection and Inspection Reporting
  - Defective Work Correction
  - Record Drawings
  - Complaint & Community Relations Procedures
  - Safety
  - Photo/Video Documentation
  - Certified Payroll Review
  - Special Inspections
  - Other Tasks

- Create project records files based on the 63-Category Filing System in the Caltrans Construction Manual that will be passed onto the County once the project is completed. Maintain the project records on a regular basis such that the records are organized and complete. The County is providing Virtual Project Manager (VPM) to track and manage projects. Consor will utilize this program for (as appropriate): project documents, task management, change orders, transmittals, submittals, RFIs, Utilities, daily logs, project contacts, timecards, payments, and storm water (SWPPP).
- Establish a photo and video record for the project site to document pre-construction conditions.
- Establish initial list of anticipated Contractor submittals.

#### **Deliverables**

- ✓ Quality Control Plan
- ✓ Construction Management Plan
- ✓ Pre-Construction Meeting notice, agenda, handouts/exhibits, and minutes
- ✓ List of anticipated contractor submittals

## **Task 2: Construction**

### **Task 2A: Construction Engineering, Contract Management, and Construction Inspection**

Consor staff will perform the following Construction Engineering, Contract Management, and Construction Inspection, as required:

- Establish and maintain project control including:
  - On-site organization;
  - Internal and external lines of communication and authority; and
  - Procedures for coordinating with the County, EOR, Contractor, subconsultants, and other stakeholders.
- Verify Contractor enforcement of safety and health standards for construction activities. Regularly attend Contractor tailgate safety meetings. Perform periodic construction site safety reviews. Report accidents to appropriate authorities promptly. It is understood that County's Contractor is responsible for the project's safety at all times throughout the contract.
- Prepare and conduct regular (weekly or semi-weekly, as needed) progress meetings with the Contractor and County staff to discuss ongoing construction activities, job progress, scheduling, and other important issues. Prepare minutes and distribute to attendees promptly.
- Coordinate with permitting and resource agencies; anticipated to include:
  - US Army Corp of Engineers,
  - Regional Water Quality Board,
  - Central Valley Flood Protection Board
  - US Fish & Wildlife,
  - California Department of Fish and Wildlife,
  - National Marine Fisheries Service.
- Coordinate cooperation with Caltrans, public utilities, adjacent property owners, and the general public. Assist the County in conducting public outreach as deemed necessary through various sources, including the County's website, local newspaper, broadcast media communication, or phone messaging.
- Review for authorization of Contractor-developed submittals such as: staging, Traffic Handling Plan, hazardous materials handling and disposal, project shop drawings, demolition plans, and material submittals. Verify that material submittals comply with the Buy America, as needed. Contractor-developed submittals requiring review and approval by others, i.e. the EOR, will be forwarded as appropriate.

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- Process Contractor-developed Requests for Information (RFI) internally, to the County, or to the EOR, as appropriate, and in a timely manner. Copies of RFI correspondence that may result in a Change Order, including initial requests and subsequent responses, will be flagged.
- Develop and maintain logs for transmittals, submittals, RFI's, change orders, survey requests, and disputes for tracking timely and efficient processing and responses.
- Perform ongoing observation of job site construction work and notify County personnel in advance of any significant activities to permit their participation.
- Prepare a staffing plan for County review and approval. Update as required.
- Coordinate and observe utility work by utility companies, if needed, (not part of the Contractor's responsibility) for compliance with project documents.
- Prepare and send Weekly Statement of Working Days to the Contractor.
- Prepare other daily, weekly, and monthly reports as requested by the County.
- Provide daily observation of the Contractor's work with appropriately trained and qualified field staff to verify that the work substantially complies with the contract documents and accept or reject the Contractor's work as applicable. Field staff to be comprised of the Resident Engineer, Structure Representative, Construction Inspector, material inspectors/ testers, and other appropriate staff as needed.
- Provide bridge construction engineering and calculations such as verification of bridge and roadway grades, falsework independent check, camber strips, and bridge deck dowel grades.
- Prepare calculations, monitor, and record results of bridge prestressing/post-tensioning.
- Prepare daily inspection reports. Daily records will contain progress of the project, weather history, Contractor's activities, the number of workers on site, quantification/measurement of work installed, problems encountered, relevant conversations, conflicts and resolutions, and other relevant information, as needed.
- Take photographs daily during the construction to document Contractor activities, barricade placement, disputed work items, rejected, replaced, or removed items, completed work, and extra work.
- With the assistance of the County and the EOR, interpret plans and specifications. If further design work or modifications to the contract documents are required, assist in directing the modifications and provide an appropriate contract change order for authorization by the County.
- Notify the County immediately of any errors or omissions in the contract documents and coordinate corrections with the EOR.
- Prepare Contractor progress payment applications including computing and field verifying pay quantities pursuant to the Caltrans process.
  - Progress payments shall reflect authorized and approved extra work (i.e. Contract Change Order) on a monthly basis.
  - Track construction quantities on a daily, weekly, or monthly basis, as appropriate.
  - Source documents (i.e. quantity calculations, delivery tags, field release forms, Certificate of Compliance, etc.) will be tracked and be the basis for pay quantities.
  - Segregate construction costs into separate funding streams (i.e. HBP, STIP, etc.) as requested.
- Prepare change orders for authorization by the County. Review Contractor requests for extra work and provide recommendations to the County. Negotiate extra work with the Contractor while always keeping the County involved. Prepare estimates for extra work to support change order costs.
- Maintain daily extra work bills, quantity measurements, or such other information as is necessary to document the payment to the Contractor for the extra work completed as unit cost, lump sum, or force account.



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- Maintain a spreadsheet of construction costs and contingency balances and update as needed (monthly, and/or after issuing a change order, as appropriate).
- If the Contractor submits a potential claim or other dispute, Consor will immediately notify the County. In cooperation with the County, Consor will evaluate and work with the Contractor to resolve the issue in the field and assist the County to resolve claims and disputes to minimize impacts to the project prior to post-construction.
- Maintain a set of red-line plans to be provided to the County for “As-built” plans. Note all changes to this set as they occur.
- Attend a project walk through with County and Contractor personnel to establish a “punch list” of items of work that are not satisfactory. Provide milestone “punch lists” at completion of the various work stages and/or item completion, as needed.
- Attend a final project walk-through with County and Contractor personnel to determine that all “punch list” items of work have been completed.

**Task 2B: Office Engineering and Supplemental Inspection**

Office engineering will be performed by subconsultant, Webster Engineering.

- Webster will assist Consor with administrative duties such as drafting and processing correspondence, change orders, progress payment applications, logging submittals and RFI's, and perform other administrative, as needed.

**Deliverables**

- ✓ Status meeting notices, agendas, handouts/exhibits, and minutes
- ✓ Project schedules and project master files
- ✓ Daily work diaries
- ✓ Daily, weekly, monthly, etc. reports
- ✓ Negotiate and prepare contract change orders
- ✓ Prepare monthly quantities and progress payments
- ✓ Review contractor submittals, work plans, etc.
- ✓ Record of as-built changes for final as-built drawings
- ✓ Punch lists

**Task 3: CPM Schedule Review**

CPM Schedule review will be performed by subconsultant, Webster Engineering, using Primavera software.

Webster will assist Consor with review, monitoring, and documenting changes to the Contractor's baseline Critical Path Method schedule and subsequent monthly schedule updates for critical path activities. Webster will:

- Review the Contractor's Baseline CPM Schedule and prepare a review report. Assuming one revision, review the Contractor's revised Baseline CPM Schedule and prepare a review report.
- Review the Contractor monthly schedule updates for critical path activities to monitor and document changes to the Contractor's schedule such as: identifying work not started or incomplete and providing recommendations on corrective measures to meet schedule deadlines and prepare a review report.
- Participate, as requested, in conference calls to review schedule review findings.
- As part of change order development and execution, assist with review of Contractor prepared Time Impact Analysis (TIA) and use as the basis of the record of contract time and extensions.

**Deliverables**

- ✓ CPM baseline schedule review comments
- ✓ CPM monthly update schedule review comments
- ✓ TIA schedule review comments



#### **Task 4: Environmental Oversight and Permit Assistance**

The Contractor will provide environmental monitoring for the project.

Oversight of the monitors will be performed by Consor's Resident Engineer and subconsultant Area West Environmental (AWE).

##### **Task 4A: Environmental/Permit Oversight**

###### **Kick-Off Meeting**

An Area West Environmental, Inc. (AWE) biologist will attend the project kick-off meeting.

###### **Terrestrial Biology and SWPPP Oversight**

AWE will review the contractor supplied biologist's resumes prior to submittal to regulatory agencies for approval and will submit the resumes for approval.

AWE will review biological and SWPPP report submittals and provide comments.

AWE will also attend one Worker Environmental Awareness Training presented by the contractor supplied biologist each construction year and conduct up to two site visits per month during active construction to review the contractor's implementation of the SWPPP and biological resource avoidance measures.

AWE will review weather reports and identify when the contractor's SWPPP compliance manager should complete site visits.

AWE will prepare a biological and environmental monitoring plan, conduct agency notifications for start of work and completion of work, coordinate with regulatory agency staff as-needed, and submit the contractor-supplied biologists permit-required reports to appropriate regulatory agencies.

AWE will also prepare and complete a permit compliance/environmental commitment record to support documenting the project's compliance with all environmental requirements.

AWE will be available to assist the County with cultural resource coordination.

###### **Assumptions**

- AWE will attend one (1) kick-off meeting.
- AWE assumes there will be up to 22 site visits, up to 40 hours for internal team and agency coordination, and up to 60 hours for cultural resource coordination.
- AWE assume that no paleontological oversight required
- AWE assumes that the project will be completed within 2 calendar years.

##### **Task 4B: Hydroacoustic Monitoring Oversight**

Hydroacoustic Monitoring Oversight of the Contractor will be performed by subconsultant, Illingworth & Rodkin (I&R).

- I&R, a NMFS permit agency recognized expert in hydroacoustic monitoring, will assist Consor with review of contractor work plans and oversight of field operations, as needed.

###### **Deliverables**

- ✓ Biological and Environmental Monitoring Plan
- ✓ Permit Compliance/Environmental Commitment Record
- ✓ Site visit reports
- ✓ Review comments on Contractor qualification/resume submittals

#### **Task 5: Materials Sampling and Testing**

Materials sampling and testing will be performed by subconsultant, Pavement Engineering, Inc. (PEI).

- PEI will perform sampling and materials testing per the project specifications and the County's Quality Assurance Program. Typical tests include:
  - Soil compaction testing
  - Soil gradation, Cleanness Value, and Sand Equivalent for embankment, structure backfill, and aggregate base
  - Rebar testing (mechanical and/or welded splices)

- Concrete and HMA field sampling and testing
- Concrete Compressive Strength
- Aggregate gradation, Cleanness Value, Sand Equivalent, and LA Rattler for concrete and HMA
- Batch plant inspections for HMA and Concrete
- Consor staff will coordinate timely testing and determination of correct testing methods and procedures for bridge and roadway work. Consor will also accept or reject materials based on test results.
- Consor will maintain logs for materials sampling and testing results.
- Consor will maintain logs for materials accepted by Certificate of Compliance.

**Deliverables**

- ✓ Materials test reports

**Task 6: Labor Compliance**

Labor compliance will be performed by subconsultant, Webster Engineering.

- Webster will assist Consor with labor compliance duties enforcing the contract requirements as they pertain to Labor Compliance, Equal Employment Opportunity, Prevailing Wage, and Disadvantaged Business Enterprise according to Caltrans Local Assistance Procedures, as needed, to verify compliance with all State and Federal laws.
- Webster will perform periodic reviews of the Contractor payroll records for labor compliance including:
  - Monitoring and auditing certified payrolls of the Contractor's and subcontractor's personnel for prevailing wages,
  - Review field labor compliance and EEO interviews (interviews may be performed by Consor field staff), and
  - Monitoring Contractor apprenticeship programs.

**Deliverables**

- ✓ Labor compliance review documents

**Task 7: Survey Verification**

The Contractor will provide all construction staking for the project. Survey verification will be performed by Consor's subconsultant, UNICO. UNICO will verify critical layouts and elevations as requested. Typical verification includes:

- Survey Control
- Right-of-Way and Temporary Construction Easements (TCE's)
- Bridge Abutment, Pier, and Deck Layouts
- Roadway Staking
- Other locations as required

**Deliverables**

- ✓ Survey notes and data

**Task 8: Profilograph**

Profilograph will be performed by Consor's subcontractor, JRG Profile (JRG). JRG will verify using a profilograph in accordance with California Test Method and Caltrans' Bridge Deck Construction Manual.

**Deliverables**

- ✓ Profilograph traces

**Task 9: Post-Construction Services**

Consor staff will perform the following as required during this task:

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- Perform final observation of the project upon completion to confirm substantial conformity with contract documents.
- Compute the final quantities and prepare the final estimate of cost.
- Determine quantity over-runs and under-runs and provide explanation of each, as needed.
- Prepare the Proposed Final Estimate for Contractor agreement.
- Draft and assemble the Final Report of Expenditures, including Change Order Summary, Liquidated Damages/Contractors' Claims Report, Materials Certificate, Report of Completion of Structures, DBE exhibits 17-F and 17-O (to be provided by the Contractor) and such other forms and reports as may be required for the County to complete and provide to Caltrans.
- Finalize black-line as-built plans for use by the Design Engineer to develop "Final As-built" drawings.
- Resolution of Contract Claims: Assist the County to resolve claims and disputes to minimize impacts to the project. If a potential claim cannot be resolved during the construction phase, it becomes a claim. If the claim cannot be immediately resolved, Consor will recommend alternative actions to the County for consideration.

*Due to the nature of Contract Claims and Dispute Resolution and the difficulty in estimating the scope and effort required (before construction activities have begun), and if possible, within the allocated administration and inspection budget, we will assist the County in resolving the claims and disputes. In the event that additional effort, beyond the scope of day-to-day administration and inspection operations is required, a contract amendment for this additional budget will be requested.*

**Deliverables**

- ✓ Final quantities
- ✓ Explanation of quantity under/over-runs, as needed
- ✓ Proposed final estimate
- ✓ Draft Final Report of Expenditures (County to complete and submit)
- ✓ Record as-built changes for final as-built drawings
- ✓ Hard copy project records ready for archiving
- ✓ Virtual Project Manager copy of electronic records ready for archiving

**Assumption: Apprentice Inspectors**

Due to apprenticeship requirements by the California Department of Industrial Relations (CA DIR), prevailing wage eligible projects must notify and register with CA DIR and solicit apprentice inspectors from training programs. Response by apprentices for inclusion on projects has been historically low, however, if an apprentice responds to the solicitation, they must be hired on the spot and provided training as part of the project.

Due to the difficulty in estimating the probability and effort required, we will incorporate the apprentice inspector, if possible, within the allocated administration and inspection budget. However, if additional budget is required, a contract amendment for additional budget will be requested.

Proposed Project Staffing Plan (Rev 1)

Tehama County | CM Services for Evergreen Road Bridge Replacement Project | Two Seasons



	Working	2023												2024												2025			Person Hours
Task Description	Days	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	
Pre-Construction Services	~1 Mo.																												
Construction	400																												
Tree Removal																													
Clear & Grub																													
ACID Siphon																													
Roadway (Mainline except tie ins)																													
ACID Bridge																													
Creek Bridge (Abutments, & Piers)																													
Winter Suspension																													
Creek Bridge (Superstructure)																													
Roadway Improvement (tie-ins)																													
Post-Construction Services	~4 Mo.																												
Responsibility/Role	Staff																												
Principal In Charge	Hagerty	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	26
Construction Manager	Mason	8	32	32	32	32	32	32	32	32	32	32	4	4	4	4	32	32	32	32	32	32	32	32	8	8	8	8	632
Resident Engineer	Theran	80	160	160	160	160	160	160	160	160	160	160	40	40	40	40	80	80	80	80	160	160	160	160	80	40	40	20	2,980
Structure Representative/Bridge Inspector	Elkins	40			160	160	160	160	160	160							160	160	160	160	160				20	20			1,840
CIPP Oversight/Inspection	Clouser		40	80																									120
Road Inspector	TBD						160	160	160	160	160	80									160	160	160	160					1,520
Office Engineer	CONSOR	2	4	4	4	4	4	4	4	4	4	4	2				4	4	4	4	4	4	4	4	4	4			84
Office Engineer/Supp. Inspector	LaChance	40	40	160	160	160	160	160	160	160	160	160					160	160	160	160	160	160	160	160	160	80	80	80	3,200
Labor Compliance	Webster			10	10	10	10	10	10	10	10	10	10				10	10	10	10	10	10	10	10	10	10			200
CPM Schedule	Barnes		4	4	4	4	4	4	4	4	4	4					2	4	4	4	4	4	4	4					70
Environmental Oversight/Permit Assistance	AWE	40	52	36	36	36	36	36	36	36	36	36	8	8	8	8	36	36	36	36	36	36	36	36	36	16	16	10	814
Hydroacoustic	I&R					25	80	80	10																				195
Survey Verification	UNICO		48		24		24		24								24		24		24		24						216
Material Sampling & Testing	PEI		16	25	40	40	40	40	40	40	40	40					40	40	40	40	40	40	40	40					681
		211	397	512	631	632	871	847	801	767	607	527	65	53	53	53	549	527	551	527	791	607	631	607	319	179	145	118	12,578

**COST PROPOSAL 1**  
**Cost-Plus-Fixed Fee or Lump Sum OR Firm Fixed Price Contracts**  
 (Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed

☒ Prime Consultant    ☐ Subconsultant    ☐ 2nd Tier Subconsultant

Consultant **Conсор**

Tehama Co - Evergreen

Project No. **Road Bridge CM**

Contract No. **TBD**

Date **12/22/2022**

**DIRECT LABOR**

Classification/Title	Key Staff	Name	Hours	Range	Initial Hourly Rate	Total
Principal Engineer	*	Mike Hagerty	26	\$80-\$120	\$98.00	\$ 2,548.00
Construction Manager **		Nick Clouser	120	\$65-\$100	\$88.50	\$ 10,620.00
Construction Manager **	*	Leland Mason	632	\$65-\$100	\$88.55	\$ 55,963.60
Resident Engineer **	*	Kerry Theran	2980	\$60-\$100	\$88.23	\$ 262,925.40
Structure Representative **	*	Steve Elkins	1840	\$60-\$100	\$75.00	\$ 138,000.00
Construction Inspector (Grp 1) **		Staff		\$50-\$100	\$59.33	\$ -
Construction Inspector (Grp 2) **		Staff	1520	\$48-\$98	\$59.33	\$ 90,181.60
Senior Engineer		Staff		\$60-\$100	\$85.00	\$ -
Associate Engineer		Staff		\$40-\$80	\$60.00	\$ -
Engineering Designer I		Staff		\$30-\$50	\$45.00	\$ -
Engineering Designer II		Staff		\$36-\$66	\$50.00	\$ -
Project Manager Assistant		Staff		\$40-\$65	\$60.00	\$ -
Office Engineer		Staff	84	\$40-\$65	\$60.00	\$ 5,040.00
Survey Manager		Staff		\$60-\$90	\$84.00	\$ -
Project Surveyor **		Staff		\$40-\$70	\$50.00	\$ -
subtotal			7202		subtotal	\$ 565,278.60

**LABOR COSTS**

a) Subtotal Direct Labor Costs

\$ 565,278.60

b) Anticipated Salary Increases

\$ 14,131.97

c) **Total Direct Labor Costs [(a) + (b)] \$ 579,410.57**

**INDIRECT COSTS**

d) Fringe Benefits

Rate: 39.00% )

e) Total Fringe Benefits [(c) x (d)] \$ 225,970.12

f) Overhead

(Rate: 121.00% )

g) Overhead [(c) x (f)] \$ 701,086.78

h) General and Administrative

(Rate: 0.00% )

i) Gen & Admin [(c) x (h)] \$ -

j) **Total Indirect Costs [(e) + (g) + (i)] \$ 927,056.90**

**FIXED FEE**

k) **TOTAL FIXED FEE [(c) + (j)]\* fixed fee 10% ] \$ 150,646.75**

**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Per Diem - Construction Manager	10	Days	\$120.00	\$ 1,200.00
Per Diem - Resident Engineer	350	Days	\$120.00	\$ 42,000.00
Per Diem - Structure Representative	220	Days	\$120.00	\$ 26,400.00
Per Diem - Construction Inspector	190	Days	\$120.00	\$ 22,800.00
Prevailing Wage Differential		Actual		\$ 44,000.00
Construction Office	20	Mo.	\$2,000.00	\$ 40,000.00
Mileage	0	Mi.	\$0.625	\$ -
Miscellaneous Field Supplies		Actual		\$ 1,311.13
Reproduction		Actual		\$ 300.00
Profilegraph - Jamie Gunderson/JRG Profile	1	LS	\$5,100.00	\$ 5,100.00

l) **TOTAL OTHER DIRECT COSTS \$ 183,111.13**

**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1:	Area West Environmental, Inc.	\$ 123,370.35
Subconsultant 2:	Pavement Engineering, Inc.	\$ 161,003.41
Subconsultant 3:	Webster Engineering, Inc.	\$ 389,091.23
Subconsultant 4:	Illingworth & Rodkin, Inc.	\$ 27,671.18
Subconsultant 5:	UNICO Engineering, Inc.	\$ 42,638.48

(m) **TOTAL SUBCONSULTANTS' COSTS \$ 743,774.65**

(n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 926,885.78**

**TOTAL COST [(c) + (j) + (k) + (n)] \$ 2,584,000.00**

**NOTES:**

- Key Personnel **must** be marked with an asterisk (\*) and employees that are object to prevailing wage must be marked with two asterisks (\*\*). All costs must comply with the Federal costs principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or excepted by Caltrans.
- Anticipated salary increases calculation must accompany.

Cost Proposal

	Project Number: OP C221371CAProject Name: Tehama County - Evergreen Road Bridge CM									
	TASKS	Principal Engineer	Construction Manager**	Resident Engineer**	Structure Representative**	Construction Manager**	Construction Inspector, Group 2**	Office Engineer	Conсор Total Hours	Subconsultants
		MBH	NLM	JKT	SE	NC	CIG2	STOE		
Construction Administration & Inspection										
1	Pre Construction (Conсор)	1	8	80	40			2	131	
2A	Construction (Conсор)	24	592	2780	1760	120	1520	80	6876	
2B	Construction (Webster)								0	\$339,729.28
3	CPM Schedule Review (Webster)								0	\$12,154.45
4A	Environmental Oversight (AWE)								0	\$123,370.35
4B	Hydroacoustic Monitoring Oversight (I&R)								0	\$27,671.18
5	Materials Sampling and Testing (PEI)								0	\$158,843.41
6	Labor Compliance (Webster)								0	\$37,207.50
7	Survey Verification (UNICO)								0	\$42,638.48
8	Profilograph (JRG)								0	
9	Post Construction (Conсор)	1	32	120	40			2	195	
	Subtotal- Hours	26	632	2980	1840	120	1520	84	7202	\$741,614.65

** Classification Subject to Prevailing Wage									Totals
Prevailing Wage Differential (PWD) hourly rate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25.00	\$0.00		
PWD Subtotal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,000.00	\$0.00	\$38,000.00	
PWD Estimated Payroll Taxes and Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,947.00	\$0.00	\$5,947.00	
								\$43,947.00	
								\$ 44,000.00	

**COST PROPOSAL 1**  
**Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) contracts**  
(Calculations for Anticipated Salary Increases)

Consultant \_\_\_\_\_ Consor \_\_\_\_\_ Contract No. \_\_\_\_\_ TBD \_\_\_\_\_ Date 12/22/2022

**1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

	Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	Contract Duration
Year 1 (2023)	\$ 565,278.60	/	7,202	=	\$78.49	Year 1 Avg Hourly Rate

	Avg Hourly Rate		Proposed Escalation			
Year 1 (2023)	\$78.49	+	5.0%	=	\$82.41	Year 2 Avg Hourly Rate
Year 2 (2024)	\$82.41	+	5.0%	=	\$86.53	Year 3 Avg Hourly Rate
Year 3 (2025)	\$86.53	+	5.0%	=	\$90.86	Year 4 Avg Hourly Rate
Year 4 (2026)	\$90.86	+	5.0%	=	\$95.40	Year 5 Avg Hourly Rate

**3. Calculate estimated hours per year (Multiply estimate % each period by total hours)**

	Estimated % Completed Each Period		Total Hours per Cost Proposal		Total Hours per Period	
Year 1 (2023)	50.00%	*	7202	=	3601	Estimated Hours Year 1
Year 2 (2024)	50.00%	*	7202	=	3601	Estimated Hours Year 2
Year 3 (2025)	0.00%	*	7202	=	0	Estimated Hours Year 3
Year 4 (2026)	0.00%	*	7202	=	0	Estimated Hours Year 4
Year 5 (2027)	0.00%	*	7202	=	0	Estimated Hours Year 5
Total	100%		Total	=	7202	

**4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)**

	Avg Hourly Rate (calculated above)		Estimated Hours (calculated above)		Cost Per Period	
Year 1 (2023)	\$78.49	*	3601	=	\$282,639.30	Estimated Hours Year 1
Year 2 (2024)	\$82.41	*	3601	=	\$296,771.27	Estimated Hours Year 2
Year 3 (2025)	\$86.53	*	0	=	\$0.00	Estimated Hours Year 3
Year 4 (2026)	\$90.86	*	0	=	\$0.00	Estimated Hours Year 4
Year 5 (2027)	\$95.40	*	0	=	\$0.00	Estimated Hours Year 5

Total Direct Labor Cost with Escalation	=	\$579,410.57	
Direct Labor Subtotal before escalation	=	\$565,278.60	
Estimated total of Direct Labor Salary Increase	=	<b>\$14,131.97</b>	Transfer to Page 1

**NOTES:**

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.  
(i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology.)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.



## COST PROPOSAL 1

### Certification of Direct Costs:

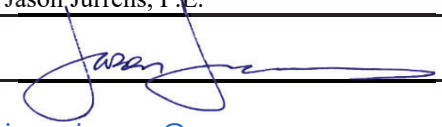
I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

### Prime Consultant or Subconsultant Certifying:

Name: Jason Jurrens, P.E. Title\*: Regional Manager  
Signature:  Date of Certification (mm/dd/yyyy): 12/22/2022  
Email: [jason.jurrens@consoreng.com](mailto:jason.jurrens@consoreng.com) Phone Number: (916) 368-9181  
Address: 11017 Cobblersrock Drive Suite 100 Rancho Cordova, CA 95670

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Construction administration & inspection



## Tehama County - Evergreen Road Bridge CM

### Year 2023 Hourly Rates

Rates are effective January 1, 2023 through December 31, 2023

<b>Labor by Classification</b>	<b>Hourly Rate</b>
Principal Engineer	\$80 - \$120
Construction Manager	\$65 - \$100
Resident Engineer **	\$60 - \$100
Structure Representative **	\$60 - \$100
Construction Inspector (Group 1) */**	\$50 - \$100
Construction Inspector (Group 2) */**	\$48 - \$98
Construction Inspector (Group 3) */**	\$40 - \$90
Construction Inspector (Group 4) */**	\$34 - \$84
Senior Engineer	\$60 - \$100
Associate Engineer	\$40 - \$80
Engineering Designer I	\$30 - \$50
Engineering Designer II	\$36 - \$66
Project Manager Assistant	\$40 - \$65
Office Engineer	\$40 - \$65

#### Surveying

Survey Manager	\$60 - \$90
Project Surveyor */**	\$40 - \$70

<b>Overhead Rate</b>	<b>160.00%</b>
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#### Other Direct Costs

Staff Computers and Cell Phones	Included in Overhead
Staff Assigned Vehicles	Included in Overhead
Home Office	Included in Overhead
Project Specific Construction Office	Cost
Construction Office Expenses (internet, utilities, etc.)	Cost
Mileage (when not Staff Assigned Vehicles)	Current Federal Rate (\$0.625/mi.)
Other Travel and Rental Vehicles	Cost
Subconsultants	Cost
Short Term Per Diem up to	\$200 per day
Long Term Per Diem (DIR Daily Rate)	\$120 per day (no receipts required)
Prevailing Wage Differential**	Cost
Miscellaneous (field supplies, delivery, copying, etc.)	Cost

#### Fee

Labor + Overhead	10%
Other Direct Costs	0%

#### **Notes:**

\*Overtime rates apply to these classifications and will typically be charged at 1.5 times the hourly rate.

\*\*Prevailing Wage may apply for field duties related to construction inspection and survey services.

Labor Costs to be invoiced based on actual hourly rate plus overhead plus fee.

Other Direct Costs to be invoiced at actual cost plus fee.

The Client and Consor agree that the Indirect Cost Rate shall remain unchanged for a multi-year contract

All rates subject to an annual escalation of up to 5% per year

## QUOTATION

# Jamie Gunderson

**11/30/2022**

**P.O. Box 400446**

**Las Vegas, Nevada 89147**

**TID# 81-5416705**

**702.493.9037 Phone**

[jamiegunderson@gmail.com](mailto:jamiegunderson@gmail.com)

# Consor Engineers

**11017 Cobblerock Drive , Suite 100**

Rancho Cordova, CA 95670

# Tehama County - Evergreen Road Bridge Replacement Project

**ATTN: Leland Mason**  
**Project Manager**

ITEM	DESCRIPTION	TOTAL COST
	MOBILIZATIONS 1 ea	\$ 700.00
	547 California Style Profilograph	
	PROFILOGRAPH <b>W/MUST GRIND LAYOUT</b> 1 ea day	\$ 2,200.00
	PDF FILES FOR INITIAL AND PASSING RESULTS	
	Rerun ( 1 Additional Day)	\$ 2,200.00
	TOTAL	\$ 5,100.00

## Excludes

Bond, Permits, Traffic Control, Dust Pallet,

### Includes:

Labor ,equipment, and material to complete the items listed above to Project Specifications  
LABOR, MATERIALS.

Submitted By: JAMIE GUNDERSON

Accepted By: \_\_\_\_\_

f Re F C d B / f s F K / F f R C B

**Cost-Plus-Fixed Fee Lump Sum P K R E N R I H m F i S r B O b i T S I A**

(Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed

☐ Prime Consultant☒ Subconsultant☐ 2nd Tier SubconsultantConsultant PAVEMENT ENGINEERING INC.Project No. MP22-646Contract No. BRLOZB-5908(025)Date 1/3/2023**u a k d B s K R t / K**

B T A g S T I I O b i r	r S I f I g g	5 I N r	n O k i A	K T o 7 r	a o I I T I h O k i S K T I r	s O I T
SENIOR ENGINEER	*	WILLIAM LONG*	5	\$80-\$100	\$90.00	\$ 450.00
ASSISTANT ENGR/CNSTR. MGR	*	SCOTT LONG*	60	\$40-\$65	\$42.07	\$ 2,524.20
LABORATORY MANAGER	*	CRAIG LONG*	40	\$65-\$80	\$70.19	\$ 2,807.60
TECH CONCRETE	*	ALEX LONG**	120	\$65-\$80	\$73.31	\$ 8,797.20
TECH CONCRETE		BOBBY NIXA**	40	\$65-\$80	\$73.31	\$ 2,932.40
TECH CONCRETE		TREVOR HALL**	120	\$65-\$80	\$73.31	\$ 8,797.20
TECH HMA		JEFF GILBREATH**	48	\$75-\$90	\$79.28	\$ 3,805.44
TECH HMA		DREW WIDLER**	48	\$75-\$90	\$79.28	\$ 3,805.44
TECH SOILS/AB		ALEX LONG**	40	\$75-\$90	\$79.28	\$ 3,171.20
TECH SOILS/AB		BOBBY NIXA**	30	\$75-\$90	\$79.28	\$ 2,378.40
TECH SOILS/AB		TREVOR HALL**	40	\$75-\$90	\$79.28	\$ 3,171.20
TECH PLANT		CLINT ROGERS	80	\$20-\$40	\$24.00	\$ 1,920.00
CLERICAL		WENDI DRUMHEISER	10	\$35-\$50	\$43.27	\$ 432.70
subtotal:			681			\$ 44,992.98

**CRT / KIB/ f s f**

a) Subtotal Direct Labor Costs

\$ 44,992.98

b) Anticipated Salary Increases

\$ 1,124.82

c) **B O I T h E r S I C T P G B O M A** (a) + (b) **4 0. 2 D 6 X I****a 5 u a k d B s I B / f s f**

d) Fringe Benefits

(Rate: 22.00%)

e) Total Fringe Benefits [(c) x (d)] \$ 10,145.92

f) Overhead

(Rate: 30.00%)

g) Overhead [(c) x (f)] \$ 13,835.34

h) General and Administrative

(Rate: 15.00%)

i) Gen &amp; Admin [(c) x (h)] \$ 6,917.67

j) **s O I T h o n E r S I B O M A** (e) + (g) + (i) **4 U 2 ' ) X U****y a c d u R y d d**k) **s / s R C P y a c d u R y d d** [(c) + (j)]\* fixed fee 10% **4 6 2 I D X 6****(I B / 5 f - C s R 5 s M P s n d K h a k d B s I B / f s f B u B I B s d e a p d B R n n T m I I O b T P T r a g o r S r A i S)**

u r A i I I O b T r a n	Q x T o I I S	- o I I	- o I I B O M	s O I T
Mileage (current federal rate)	3000	Mi.	\$0.625	\$ 1,875.00
PEI laboratory costs per attached Proposed Quantity of Tests and 2023/2024 Rate Schedules	1	Actual	\$55,510.00	\$ 55,510.00
MPE laboratory costs per attached Proposed Quantity of Tests and 2023/2024 Rate Schedules	1	Actual	\$12,900.00	\$ 12,900.00
Dynamic Pile Testing (TBD)	1	Actual	\$6,000.00	\$ 6,000.00

l) **s / s R C P s n d K h a k d B s I B / f s f** \$ 76,285.00**Z b (B / s R C P s n d K h a k d B s I B / f s f B 5 B C - u a 5 8 I f - t B / 5 f - C s R 5 s f [(l) + (m)] 4 6. 2) C X I****s / s R C I B / f s I (c) + (j) + (k) + (n) 4 D I E I U N D**

## NOTES:

- Key Personnel **must** be marked with an asterisk (\*) and employees that are object to prevailing wage must be marked with two asterisks (\*\*). All costs must comply with the Federal costs principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or excepted by Caltrans.
- Anticipated salary increases calculation must accompany.

**PROPOSED Quantity of Tests (actual tests to be billed per attached rate schedules)**

**SUB CONSULTANT MPE**

Classification/Title	No. of Tests	Cost Per Test	Total
SENIOR ENGINEERING TECHNICIAN INSPECTION REBAR & CONNECTIONS	20	\$135.00	\$ 2,700.00
REBAR TENSILE LAB	10	\$200.00	\$ 2,000.00
CONNECTIONS	20	\$410.00	\$ 8,200.00
SUBCONSULTANT TOTAL:			\$ 12,900.00

**PEI LAB  
CONCRETE LAB TESTING**

Classification/Title	No. of Tests	Cost Per Test	Total
CONCRETE CYLINDERS	250	\$35.00	\$ 8,750.00
CTM 202 COARSE GRADATION	32	\$90.00	\$ 2,880.00
CTM 202 FINE GRADATION	32	\$100.00	\$ 3,200.00
CTM 217 SAND EQUIVALENT	32	\$140.00	\$ 4,480.00
CTM 227 CLEANNESS VALUE	32	\$225.00	\$ 7,200.00
CTM 226 AGGREGATE MOISTURE	32	\$65.00	\$ 2,080.00
CONCRETE LAB SUBTOTAL:			\$ 28,590.00

**SOILS AND AGGREGATE BASE LAB TESTING**

Classification/Title	No. of Tests	Cost Per Test	Total
CTM 216 MOISTURE DENSITY CURVE SOIL AND AB	25	\$265.00	\$ 6,625.00
CTM 301 AB - R-VALUE	2	\$375.00	\$ 750.00
AB QUALIFICATION (AASHTO T27, CTM 301, AASHTO T210, AASHTO T176)	1	\$725.00	\$ 725.00
AB GRADATION COMBINED	24	\$150.00	\$ 3,600.00
AB SAND EQUIVALENT	24	\$140.00	\$ 3,360.00
SOILS AND AB SUBTOTAL:			\$ 15,060.00

**HMA LAB TESTING**

Classification/Title	No. of Tests	Cost Per Test	Total
PRODUCTION START-UP	2	\$2,750.00	\$ 5,500.00
HMA MIX TESTS	4	\$650.00	\$ 2,600.00
AASHTO T308 OIL CONTENT	4	\$190.00	\$ 760.00
AASHTO T176 SAND EQUIVALENT	4	\$140.00	\$ 560.00
AASHTO T27 COMBINED GRADATION	4	\$150.00	\$ 600.00
AASHTO T30 RAP GRADATION	4	\$190.00	\$ 760.00
AASHTO T166 CORES	24	\$45.00	\$ 1,080.00
HMA SUBTOTAL:			\$ 11,860.00

LABORATORY AND SUBCONSULTANT TOTAL: \$ 68,410.00

**Exhibit 10-H1 Cost Proposal**

**Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) contracts**

(Calculations for Anticipated Salary Increases)

Consultant PAVEMENT ENGINEERING INC. Contract No. BRLOZB-5908(025) Date 1/3/2023

**1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

	Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	Contract Duration
	\$ 44,992.98	/	681	=	\$66.07	Year 1 Avg Hourly Rate
	Avg Hourly Rate		Proposed Escalation			
Year 1 (2023)	\$66.07	+	5.0%	=	\$69.37	Year 2 Avg Hourly Rate
Year 2 (2024)	\$69.37	+	5.0%	=	\$72.84	Year 3 Avg Hourly Rate
Year 3 (2025)	\$72.84	+	5.0%	=	\$76.48	Year 4 Avg Hourly Rate
Year 4 (2026)	\$76.48	+	5.0%	=	\$80.31	Year 5 Avg Hourly Rate

**3. Calculate estimated hours per year (Multiply estimate % each period by total hours)**

	Estimated % Completed Each Period		Total Hours per Cost Proposal		Total Hours per Period	
Year 1 (2023)	50.00%	*	681	=	340.5	Estimated Hours Year 1
Year 2 (2024)	50.00%	*	681	=	340.5	Estimated Hours Year 2
Year 3 (2025)	0.00%	*	681	=	0	Estimated Hours Year 3
Year 4 (2026)	0.00%	*	681	=	0	Estimated Hours Year 4
Year 5 (2027)	0.00%	*	681	=	0	Estimated Hours Year 5
Total	100%		Total	=	681	

**4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)**

	Avg Hourly Rate (calculated above)		Estimated Hours (calculated above)		Cost Per Period	
Year 1 (2023)	\$66.07	*	340.5	=	\$22,496.49	Estimated Hours Year 1
Year 2 (2024)	\$69.37	*	340.5	=	\$23,621.31	Estimated Hours Year 2
Year 3 (2025)	\$72.84	*	0	=	\$0.00	Estimated Hours Year 3
Year 4 (2026)	\$76.48	*	0	=	\$0.00	Estimated Hours Year 4
Year 5 (2027)	\$80.31	*	0	=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$46,117.80	
Direct Labor Subtotal before escalation				=	\$44,992.98	
Estimated total of Direct Labor Salary Increase				=	<b>\$1,124.82</b>	Transfer to Page 1

**NOTES:**

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.  
(i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology.)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, and allocable to the contract in accordance with the contract terms and the following requirements:


1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: William J. Long, P.E. Title\*: CEO

Signature:  Date of Certification (mm/dd/yyyy): 1/3/2023

Email: [BillL@PavementEngineering.com](mailto:BillL@PavementEngineering.com) Phone Number: (530) 604-4931

Address: 20260 Skypark Drive, Redding, CA 96002

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

PEI will be providing materials testing and special inspection for soils, concrete, rebar, asphalt concrete and aggregate base.



### 2023/2024 Laboratory Fee Schedule

Effective from January 1, 2023 until further notice. Field tests and QC/QA Testing provided by Quote

<b>Aggregate Testing for HMA, Soils, and Concrete</b>	<b>ASTM</b>	<b>AASHTO</b>	<b>Caltrans</b>	<b>Fee</b>
Sieve Analysis: Coarse and Fine with wash	C 136	T 27	202	\$150
Sieve Analysis: Coarse Only	C 136	T 27	202	\$90
Sieve Analysis: Fine Only	C 136	T 27	202	\$100
Sieve Analysis: Ignition Extraction Sample	D 5444	T 30	202-A	\$160
Sieve Analysis: Solvent Extraction Sample	D 5444	T 30	202-A	\$160
Sieve Analysis: RAP Extracted Sample	D6307 / D5444	T 308 / T 30	382 / 202	\$190
Sand Equivelant	D 2419	T 176	217	\$140
Durability: Coarse Aggregate	D 3744	T 210	229	\$260
Durability: Fine Aggregate	D 3744	T 210	229	\$200
Cleanness Value			227	\$225
Specific Gravity: Fine Aggregate	C 128	T 84	207	\$300
Specific Gravity: Coarse Aggregate	C 127	T 85	206	\$165
Specific Gravity: Apparent			208	\$150
Crushed Particles: Coarse Aggregate (One and Two Face)	D 5821	T 335	205	\$180
Crushed Particles: Fine Aggregate (One Face only)	D 5821	T 335	205	\$120
Flat and Elongated Particles	D 4791		235	\$200
Aggregate Moisture Content	C 566	T 255	226	\$65
Clay Lumps & Friable Particles	C 142			\$125
Fine Aggregate Angularity (FAA) *May require Fine Specific Gravity	C 1252	T 304	234	\$200
Organic Impurities	C 40			\$125
Abrasion Resistance LA Rattler	C 131 / 535	T 96	211	\$240
Resistance Value (R-value)	D 2844		301	\$375
Sodium Sulfate Soundness	C 88	T 104	214	\$500
Centrifuge Kerosene Equivelant: Coarse			303	\$175
Centrifuge Kerosene Equivelant: Fine			303	\$175

<b>Soils</b>	<b>ASTM</b>	<b>AASHTO</b>	<b>Caltrans</b>	<b>Fee</b>
Sieve Analysis: Fine Graded Soils	D 6913	T27	202	\$150
Plasticity Index *Includes Liquid and Plastic Limit	4318 / 2487	T 89 / 90	204	\$330
Liquid Limit (Atterberg Limits)	D 4318	T 89	204	\$220
Plastic Limit (Atterberg Limits)	D 4318	T 90	204	\$120
Moisture Density: Standard Proctor	D 698	T 99		\$275
Moisture Density: Modified Proctor	D 1557	T 180		\$275
Relative Compaction (California Density Tube)			216	\$265
Resistance Value (R-Value)	D 2844	T 190	301	\$375
Resistance Value (R-Value) Treated Soil or Base	D 2844	T 190	301	\$425
Sand Equivelant	D 2419	T 176	217	\$140
PH of Soils	D 4972	T 289		\$70

### 2023/2024 Laboratory Fee Schedule

Effective from January 1, 2023 until further notice. Field tests and QC/QA Testing provided by Quote

<b>Hot Mix Asphalt - Hveem Method</b>	ASTM	AASHTO	Caltrans	<b>Fee</b>
HMA Mix Tests - Complete Set with Air Voids		set	Set	\$600
HMA Mix Tests - Bulk Specific Gravity Only	1561/2726	T 247/166	304, 308	\$375
HMA Mix Tests - Stability Only	1561/1560	T 247/246	304, 366	\$375
Maximum Specific Gravity	D2041	T 209	309	\$170
Core Unit Weight - Field Specimen	D2726	T 166	308	\$40
Asphalt Content Ignition Method	D6307	T 308	382	\$190
Asphalt Content Oven Correction	D6307	T 308	382	\$500
Asphalt Binder Content - Chemical Extraction Method	D 2172		Method B	\$350
Tensile Strength Ratio (TSR) - Plant Produced	D4867	T 283	371	\$950
Tensile Strength Ratio (TSR) - Laboratory Produced	D4867	T 283	371	\$1,250

<b>Hot Mix Asphalt - Marshall Method</b>	ASTM	AASHTO	Caltrans	<b>Fee</b>
HMA Mix Tests - Complete Set with Air Voids	set	set		\$625
HMA Mix Tests - Flow and Stability Only	D 1559	T 245		\$425
HMA Mix Tests - Bulk Specific Gravity Only	D 1559	T 245/269		\$350
Maximum Specific Gravity	D2041	T 209	309	\$170
Core Unit Weight - Field Specimen	D2726	T 166	308	\$40
Asphalt Content	D6307	T 308	382	\$190
Asphalt Content Oven Correction	D6307	T 308	382	\$500
Tensile Strength Ratio (TSR) - Plant Produced	D4867	T 283	371	\$950
Tensile Strength Ratio (TSR) - Laboratory Produced	D4867	T 283	371	\$1,250
Asphalt Pavement Analyzer (APA)		T 340		\$4,000

<b>Hot Mix Asphalt - Gyatory Method</b>	ASTM	AASHTO	Caltrans	<b>Fee</b>
HMA Mix Tests - Complete Set		set		\$650
RHMA Mix Tests - Complete Set (Includes 1 hour hold times)		set		\$700
Maximum Specific Gravity	D2041	T 209	309	\$165
Core Unit Weight - Field Specimen	D2726	T 166	308	\$40
Asphalt Binder Content - Ignition Method	D6307	T 308	382	\$190
Asphalt Content Oven Correction	D6307	T 308	382	\$500
Asphalt Binder Content - Chemical Extraction Method	D 2172		Method B	\$350
Hamburg Wheel Track		T 324	389	\$950
Tensile Strength Ratio (TSR) - Plant Produced	D4867	T 283	371	\$950
Tensile Strength Ratio (TSR) - Laboratory Produced	D4867	T 283	371	\$1,250
Asphalt Pavement Analyzer (APA)		T 340		\$4,000



### 2023/2024 Laboratory Fee Schedule

Effective from January 1, 2023 until further notice. Field tests and QC/QA Testing provided by Quote

<b>HMA Mix Design - Hveem Method</b>	<b>Fee</b>
HMA Mix Design - Admin Review *Allowed on PEI original mix designs less than 24 months old	\$500
HMA Mix Design - Update *Allowed on PEI original mix designs older than 24 Months * Max 1.	\$1,750
HMA Mix Design - CEM 3513 JMF Verification *Requires Plant produced mix.	\$3,200
2006 Standard Coarse / Medium / Max Including all aggregate and Mix Tests	\$3,600
2010 Standard HMA Includes complete CEM 3511 and CEM 3512 (TSR + Hamburg Separate)	\$4,000

<b>HMA Mix Design - Marshall Method</b>	<b>Fee</b>
Marshall HMA Mix Design Base - FHWA, ACCE, and other standard specs	\$4,400
Marshall HMA Mix Design Custom - Speciality Specifications and Projects	\$4,700

<b>HMA Mix Design - Gyratory Method</b>	<b>Fee</b>
HMA Mix Design - Admin Review *Allowed on PEI original mix designs less than 24 months old	\$500
HMA Mix Design - Update *Allowed on PEI original mix designs older than 24 Months * Max 1.	\$1,850
HMA Mix Design - CEM 3513SP JMF Verification *Requires Plant produced mix.	\$3,500
2018 Superpave JMF HMA Includes complete CEM 3511 and CEM 3512 (TSR + Hamburg Separate)	\$5,700
HMA Mix Design - LP-9 Data - For a PEI Mix Design	\$1,000
HMA Mix Design - JMF Verification TSR and Hamburg for design completion	\$1,800
Asphalt Pavement Analyzer (APA) - Lab Produced for 3 tests	\$5,000

<b>Concrete</b>	<b>ASTM</b>	<b>AASHTO</b>	<b>Caltrans</b>	<b>Fee</b>
6" x 12" or 4" x 8" Cylinder: Compression Strength (Per Cylinder)	C 39			\$35
6" x 6" x 18" Flexural Bream	C 78 / 293			\$100
6" x 6" x 30" Flexural Bream				\$105
Concrete Trail Batch (Slump Test, Unit Weight, Air, and 6 Cylinders)	Various			\$850
Concrete Technician - Half Day Rate	Various			quote
Concrete Technician - Full Day Rate	Various			quote
Cylinder Pick-Up Only Trip - Within 20 miles of PEI Office				\$110

Concrete Cylinder Casting, Air Meter, Slump Test, Kelly Ball, and Unit Weight completed under daily field rates.

MID PACIFIC ENGINEERING, INC.  
2023/2024 Prevailing Wage Schedule of Fees – Redding Office

LABORATORY TESTING

Soil and Aggregate

	Rate per Test
Absorption of Sand or Gravel	\$80
Aggregate Unit Weight	\$75
Aggregate Crushed Particles	\$125
Atterberg Limits	\$200
California Impact Method 216	\$275
Compaction Curve	\$280
Consolidation Test	\$655
Corrosion Testing	\$185
Direct Shear Test	\$180
Durability	\$210
Expansion Index	\$210
Grain Size Analysis - Total Sieve (200, Fine and Coarse)	\$275
Grain Size Analysis - Fine or Coarse Sieve	\$130
Grain Size Analysis - Soils Finer than No. 200	\$120
Grain Size Analysis - Hydrometer	\$200
Moisture Content	\$50
Permeability	\$440
Resistance Value - Untreated	\$385
Resistance Value - Treated with Lime or Cement	\$440
Sand Equivalent	\$180
Specific Gravity	\$150
Triaxial Shear - Undisturbed	\$435
Triaxial Shear - Remolded	\$530
Unconfined Compression Test	\$145
Unit Weight and Moisture Content - Undisturbed Sample	\$55
Unit Weight and Moisture Content - Loose Sample	\$80

Concrete and Masonry

Compression Testing - Concrete 4x8 or 6x12	\$40
Compression Testing - Grout, Mortar or CLSM	\$55
Compression Testing - Masonry Unit or Brick	\$75
Compression Testing - Masonry Prism	\$220
Compression Testing - Concrete Core Including Trimming	\$65
Compression Testing – Shotcrete Core	\$70
Compression Testing - Hold Sample	\$35
Flexural Strength – 6" x 6" concrete beam	\$150
Length Change of Hardened Concrete - Batching, Compression Testing and Shrinkage Measurement	\$1325
Length Change of Hardened Concrete - Shrinkage Measurement	\$465
Masonry Unit Linear Shrinkage, Absorption and Moisture	\$585
Splitting Tensile Test – 6" x 12" Cylinders	\$75
Trial Batch – Compression Testing set of 5	\$700

Reinforcing and Structural Steel

Anchor Bolt or Prestressing Strand Tensile Strength	\$100
Fire Proofing Unit Weight	\$70
Machining of Special Fittings, Fixtures or Tensile Coupons - per hour	\$100
Rebar Tensile and Bend 1 - 7 bar	\$145
Rebar Tensile and Bend 8 - 14 bar	\$200
Structural Bolt Set Tensile and Hardness	\$410

Please contact our office for laboratory testing not listed on this fee schedule Quote

**COST PROPOSAL 1**  
**Cost-Plus-Fixed Fee or Lump Sum OR Firm Fixed Price Contracts**  
 (Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed

☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Consultant Area West Environmental, Inc  
Tehama Co - Evergreen  
 Project No. Road Bridge CM Contract No. TBD Date 12/22/2022

**DIRECT LABOR**

Classification/Title	Key Staff	Name	Hours	Range	Initial Hourly Rate	Total
Principal/Senior Biologist	*	Becky Rozumowicz-K	90	\$30-\$110	\$76.41	\$ 6,876.90
Senior Biologist		Samantha Morford	138	\$30-\$110	\$39.00	\$ 5,382.00
Senior Biologist		Matt Rogers	410	\$30-\$110	\$41.00	\$ 16,810.00
Senior Biologist/Archaeologist		Mary Bailey	58	\$30-\$110	\$60.00	\$ 3,480.00
Biologist		Kim Mays	16	\$15-\$65	\$32.00	\$ 512.00
Biologist		Rachel Freund	12	\$15-\$65	\$32.00	\$ 384.00
Biologist		Art Richardson	0	\$15-\$65	\$32.00	\$ -
Biologist		Colena Sankbeil	0	\$15-\$65	\$28.00	\$ -
Biologist		Katheryn Pitkin	2	\$15-\$65	\$28.00	\$ 56.00
Project Controls		Christine Hinkley	40	\$15-\$65	\$33.50	\$ 1,340.00
Technician		Elizabeth Brown	48	\$15-\$65	\$25.50	\$ 1,224.00
Water Quality Specialist		Staff	0	\$30-\$110	\$70.00	\$ -
Project Accountant		Staff	0	\$15-\$65	\$40.00	\$ -
Archeological Lead		Staff	0	\$30-\$110	\$70.00	\$ -
Archeologist II		Staff	0	\$15-\$65	\$40.00	\$ -
Technician		Staff	0	\$15-\$65	\$40.00	\$ -
GIS		Staff	0	\$30-\$110	\$70.00	\$ -
subtotal			814		subtotal	\$ 36,064.90

**LABOR COSTS**

a) Subtotal Direct Labor Costs \$ 36,064.90  
 b) Anticipated Salary Increases \$ 901.62  
 c) **Total Direct Labor Costs [(a) + (b)] \$ 36,966.52**

**INDIRECT COSTS**

d) Fringe Benefits (Rate: 46.70% ) e) Total Fringe Benefits [(c) x (d)] \$ 17,263.37  
 f) Overhead (Rate: 114.37% ) g) Overhead [(c) x (f)] \$ 42,278.61  
 h) General and Administrative (Rate: 0.00% ) i) Gen & Admin [(c) x (h)] \$ -  
 j) **Total Indirect Costs [(e) + (g) + (i)] \$ 59,541.98**

**FIXED FEE**

k) **TOTAL FIXED FEE [(c) + (j)]\* fixed fee 10% \$ 9,650.85**

**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage (current federal rate)	13448	Mi.	\$0.625	\$ 8,405.00
Travel Expenses (with receipt)			at cost	\$ 8,756.00
Pin flags	1	100 pack	\$20.00	\$ 20.00
Flagging	6	roll	\$5.00	\$ 30.00

l) **TOTAL OTHER DIRECT COSTS \$ 17,211.00**

**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1:  
 (m) **TOTAL SUBCONSULTANTS' COSTS \$ -**

(n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 17,211.00**

**TOTAL COST [(c) + (j) + (k) + (n)] \$ 123,370.35**

**NOTES:**

- Key Personnel **must** be marked with an asterisk (\*) and employees that are object to prevailing wage must be marked with two asterisks (\*\*). All costs must comply with the Federal costs principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a recognized agency or accepted by Caltrans.
- Anticipated salary increases calculation must accompany.

**COST PROPOSAL 1**  
**Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) contracts**  
 (Calculations for Anticipated Salary Increases)

Consultant Area West Environmental, Inc Contract No. TBD Date 12/22/2022

**1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

	Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	Contract Duration
Year 1 (2023)	\$ 36,064.90	/	814	=	\$44.31	Year 1 Avg Hourly Rate

	Avg Hourly Rate		Proposed Escalation			
Year 1 (2023)	\$44.31	+	5.0%	=	\$46.52	Year 2 Avg Hourly Rate
Year 2 (2024)	\$46.52	+	5.0%	=	\$48.85	Year 3 Avg Hourly Rate
Year 3 (2025)	\$48.85	+	5.0%	=	\$51.29	Year 4 Avg Hourly Rate
Year 4 (2026)	\$51.29	+	5.0%	=	\$53.85	Year 5 Avg Hourly Rate

**3. Calculate estimated hours per year (Multiply estimate % each period by total hours)**

	Estimated % Completed Each Period		Total Hours per Cost Proposal		Total Hours per Period	
Year 1 (2023)	50.00%	*	814	=	407	Estimated Hours Year 1
Year 2 (2024)	50.00%	*	814	=	407	Estimated Hours Year 2
Year 3 (2025)	0.00%	*	814	=	0	Estimated Hours Year 3
Year 4 (2026)	0.00%	*	814	=	0	Estimated Hours Year 4
Year 5 (2027)	0.00%	*	814	=	0	Estimated Hours Year 5
Total	100%		Total	=	814	

**4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)**

	Avg Hourly Rate (calculated above)		Estimated Hours (calculated above)		Cost Per Period	
Year 1 (2023)	\$44.31	*	407	=	\$18,032.45	Estimated Hours Year 1
Year 2 (2024)	\$46.52	*	407	=	\$18,934.07	Estimated Hours Year 2
Year 3 (2025)	\$48.85	*	0	=	\$0.00	Estimated Hours Year 3
Year 4 (2026)	\$51.29	*	0	=	\$0.00	Estimated Hours Year 4
Year 5 (2027)	\$53.85	*	0	=	\$0.00	Estimated Hours Year 5

Total Direct Labor Cost with Escalation	=	\$36,966.52	
Direct Labor Subtotal before escalation	=	\$36,064.90	
Estimated total of Direct Labor Salary Increase	=	<b>\$901.62</b>	Transfer to Page 1

**NOTES:**

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.  
(i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology.)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, and allocable to the contract in accordance with the contract terms and the following requirements:


1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name: Becky Rozumowicz-Kodsuntie Title\*: President

Signature:  Date of Certification (mm/dd/yyyy): 12/22/2022

Email: [becky@areawest.net](mailto:becky@areawest.net) Phone Number: (916) 987-3362

Address: Area West Environmental, Inc., 6248 Main Avenue, Suite C, Orangevale, CA 95662

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Environmental Compliance



**COST PROPOSAL 1**  
**Cost-Plus-Fixed Fee or Lump Sum OR Firm Fixed Price Contracts**  
 (Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed

☐ Prime Consultant    ☒ Subconsultant    ☐ 2nd Tier Subconsultant

Consultant **Webster Engineering, Inc**  
Tehama Co - Evergreen

Project No. Road Bridge CM

Contract No. TBD

Date 12/22/2022

**DIRECT LABOR**

Classification/Title	Key Staff	Name	Hours	Range	Initial Hourly Rate	Total
Engineer/Office Engineer/Inspector**	*	Katherine Webster	200	\$40-\$85	\$75.00	\$ 15,000.00
Office Engineer	*	Brandon LaChance	2560	\$40-\$60	\$40.00	\$ 102,400.00
Field Inspector**	*	Brandon LaChance	640	\$54-\$75	\$54.00	\$ 34,560.00
Project Scheduler	*	Mat Barnes	70	\$60-\$80	\$70.00	\$ 4,900.00
Field Inspector**		Staff		\$54-\$75	\$65.00	\$ -
Labor Compliance Officer		Staff		\$40-\$60	\$60.00	\$ -
Office Engineer		Staff		\$40-\$60	\$50.00	\$ -
Assistant Resident Engineer		Staff		\$45-\$75	\$55.00	\$ -
						\$ -
						\$ -
subtotal			3470		subtotal	\$ 156,860.00

**LABOR COSTS**

- a) Subtotal Direct Labor Costs  
 b) Anticipated Salary Increases

\$ 156,860.00  
 \$ 3,921.50

c) **Total Direct Labor Costs [(a) + (b)] \$ 160,781.50**

**INDIRECT COSTS**

- d) Fringe Benefits (Rate: 60.00% )  
 f) Overhead (Rate: 60.00% )  
 h) General and Administrative (Rate: 0.00% )

e) Total Fringe Benefits [(c) x (d)] \$ 96,468.90  
 g) Overhead [(c) x (f)] \$ 96,468.90  
 i) Gen & Admin [(c) x (h)] \$ -

j) **Total Indirect Costs [(e) + (g) + (i)] \$ 192,937.80**

**FIXED FEE**

k) **TOTAL FIXED FEE [(c) + (j)]\* fixed fee 10% ] \$ 35,371.93**

**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage (current federal rate)		Mi.	\$0.625	\$ -
DIR Subsistence		Day	\$120.00	\$ -
Full Size Plan Sheets		Sheet	\$4.00	\$ -
				\$ -

l) **TOTAL OTHER DIRECT COSTS \$ -**

**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1:

Subconsultant 2:

(m) **TOTAL SUBCONSULTANTS' COSTS \$ -**

(n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ -**

**TOTAL COST [(c) + (j) + (k) + (n)] \$ 389,091.23**

**NOTES:**

- Key Personnel **must** be marked with an asterisk (\*) and employees that are object to prevailing wage must be marked with two asterisks (\*\*). All costs must comply with the Federal costs principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or excepted by Caltrans.
- Anticipated salary increases calculation must accompany.

**COST PROPOSAL 1**  
**Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) contracts**  
 (Calculations for Anticipated Salary Increases)

Consultant WeEster vnnineerinn Inc Contract No. TBD Date 12/22/2022

**1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

	Direct LaEor Subtotal per Cost broposal		Total P ours per Cost broposal		AHnP ourly g ate	Contract Duration
Rear 1 (202Y)	3 1\$6,460.00	/	Y,980	=	39\$.20	Rear 1 AHnP ourly g ate
	AHnP ourly g ate		broposal v scalation			
Rear 1 (202Y)	39\$.20	+	\$.05	%	398.96	Rear 2 AHnP ourly g ate
Rear 2 (2029)	398.96	+	\$.05	%	39=.49	Rear YAHnP ourly g ate
Rear Y(202\$)	39=.49	+	\$.05	%	3\$2.YY	Rear 9 AHnP ourly g ate
Rear 9 (2026)	3\$2.YY	+	\$.05	%	3\$9.=	Rear \$ AHnP ourly g ate

**Y. Calculate estih ated Mours per year (\* ultiply estih ate 5 eacMperiod Ey total Mours)**

	v stih ated 5 Coh pleted vacM beriod		Total P ours per Cost broposal		Total P ours per period	
Rear 1 (202Y)	\$0.005	7	Y980	%	18Y\$	v stih ated P ours Rear 1
Rear 2 (2029)	\$0.005	7	Y980	%	18Y\$	v stih ated P ours Rear 2
Rear Y(202\$)	0.005	7	Y980	%	0	v stih ated P ours Rear Y
Rear 9 (2026)	0.005	7	Y980	%	0	v stih ated P ours Rear 9
Rear \$ (2028)	0.005	7	Y980	%	0	v stih ated P ours Rear \$
Total	1005		Total	%	Y980	

**4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)**

	AHnP ourly g ate (calculated aFoHb)		v stih ated P ours (calculated aFoHb)		Cost ber period	
Rear 1 (202Y)	39\$.20	*	18Y\$	=	384,9Y0.00	v stih ated P ours Rear 1
Rear 2 (2029)	398.96	*	18Y\$	=	342,Y\$1.\$0	v stih ated P ours Rear 2
Rear Y(202\$)	39=.49	*	0	=	30.00	v stih ated P ours Rear Y
Rear 9 (2026)	3\$2.YY	*	0	=	30.00	v stih ated P ours Rear 9
Rear \$ (2028)	3\$9.=	*	0	=	30.00	v stih ated P ours Rear \$
Total Direct LaEor Cost witMv scalation					=	3160,841.\$0
Direct LaEor SuEtotale before escalation					=	31\$6,460.00
v stih ated total of Direct LaEor Salary Increase					=	<b>\$3,921.50</b> Transfer to ban e 1

**NOTvS:**

1. TM is not tM only way to estih ate salary increases. OtM h etMds will Ee accepted if tM y clearly indicate tM 5 increase, tM # of years of tM contract, and a Breakdown of tM laEor h Ee perh ed eacMyear.
2. An estih ation tMt is Eased on direct laEor h ultipled Ey salary increase 5 h ultipled Ey tM # of years is not acceptaEle.  
(i.e. 32\$0,000 x 25 x \$ yrs %32\$,000 is not an acceptaEle h etMdolony.)
- Y. TM s assu h es tMt one year will Ee worked at tM rate on tM cost proposal Eefore salary increases are manted.
9. Calculations for anticipated salary escalation h ust Ee proHided.

## COST PROPOSAL 1

### **Certification of Direct Costs:**


I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

### **Prime Consultant or Subconsultant Certifying:**

Name: Katherine Webster Title\*: Owner/Engineer  
Signature:  Date of Certification (mm/dd/yyyy): 12/22/2022  
Email: [katherine@websterengineering.net](mailto:katherine@websterengineering.net) Phone Number: 916-521-6932  
Address: P.O. Box 2214, Placerville, CA 95667

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Assistant RE, Office Engineering, Inspection, Schedule Review, Labor Compliance Review

**COST PROPOSAL 1**  
**Cost-Plus-Fixed Fee or Lump Sum OR Firm Fixed Price Contracts**  
 (Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed

☐ Prime Consultant    ☒ Subconsultant    ☐ 2nd Tier Subconsultant

Consultant **Illingworth & Rodkin, Inc**  
Tehama Co - Evergreen

Project No. Road Bridge CM Contract No. TBD Date 12/22/2022

**DIRECT LABOR**

Classification/Title	Key Staff	Name	Hours	Range	Initial Hourly Rate	Total
Principal		James A. Reyff	56	\$80-\$110	\$96.29	\$ 5,392.24
Staff Consultant		Adwait Ambaskar	119	\$30-\$65	\$39.10	\$ 4,652.90
Staff Consultant		Micah Black	20	\$30-\$65	\$34.98	\$ 699.60
Staff Consultant		Staff		\$30-\$65	\$40.00	\$ -
						\$ -
						\$ -
subtotal			195		subtotal	\$ 10,744.74

**LABOR COSTS**

a) Subtotal Direct Labor Costs \$ 10,744.74  
 b) Anticipated Salary Increases \$ -

c) **Total Direct Labor Costs [(a) + (b)] \$ 10,744.74**

**INDIRECT COSTS**

d) Fringe Benefits (Rate: 59.68%) e) Total Fringe Benefits [(c) x (d)] \$ 6,412.46  
 f) Overhead (Rate: 60.48%) g) Overhead [(c) x (f)] \$ 6,498.42  
 h) General and Administrative (Rate: 0.00%) i) Gen & Admin [(c) x (h)] \$ -

j) **Total Indirect Costs [(e) + (g) + (i)] \$ 12,910.88**

**FIXED FEE**

k) **TOTAL FIXED FEE [(c) + (j)]\* fixed fee 10% \$ 2,365.56**

**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage (current federal rate)	1200	Mi.	\$0.625	\$ 750.00
Travel Expenses (with receipt)	1	Actual	\$900.00	\$ 900.00
				\$ -
				\$ -

l) **TOTAL OTHER DIRECT COSTS \$ 1,650.00**

**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1: \_\_\_\_\_

Subconsultant 2: \_\_\_\_\_

(m) **TOTAL SUBCONSULTANTS' COSTS \$ -**

(n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 1,650.00**

**TOTAL COST [(c) + (j) + (k) + (n)] \$ 27,671.18**

**NOTES:**

- Key Personnel must be marked with an asterisk (\*) and employees that are object to prevailing wage must be marked with two asterisks (\*\*). All costs must comply with the Federal costs principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or excepted by Caltrans.
- Anticipated salary increases calculation must accompany.

**COST PROPOSAL 1**  
**Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) contracts**  
(Calculations for Anticipated Salary Increases)

Consultant Illingworth & Rodkin, Inc Contract No. TBD Date 12/22/2022

**1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

	Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	Contract Duration
Year 1 (2023)	\$ 10,744.74	/	195	=	\$55.10	Year 1 Avg Hourly Rate

	Avg Hourly Rate		Proposed Escalation			
Year 1 (2023)	\$55.10	+	5.0%	=	\$57.86	Year 2 Avg Hourly Rate
Year 2 (2024)	\$57.86	+	5.0%	=	\$60.75	Year 3 Avg Hourly Rate
Year 3 (2025)	\$60.75	+	5.0%	=	\$63.79	Year 4 Avg Hourly Rate
Year 4 (2026)	\$63.79	+	5.0%	=	\$66.98	Year 5 Avg Hourly Rate

**3. Calculate estimated hours per year (Multiply estimate % each period by total hours)**

	Estimated % Completed Each Period		Total Hours per Cost Proposal		Total Hours per Period	
Year 1 (2023)	100.00%	*	195	=	195	Estimated Hours Year 1
Year 2 (2024)	0.00%	*	195	=	0	Estimated Hours Year 2
Year 3 (2025)	0.00%	*	195	=	0	Estimated Hours Year 3
Year 4 (2026)	0.00%	*	195	=	0	Estimated Hours Year 4
Year 5 (2027)	0.00%	*	195	=	0	Estimated Hours Year 5
Total	100%		Total	=	195	

**4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)**

	Avg Hourly Rate (calculated above)		Estimated Hours (calculated above)		Cost Per Period	
Year 1 (2023)	\$55.10	*	195	=	\$10,744.74	Estimated Hours Year 1
Year 2 (2024)	\$57.86	*	0	=	\$0.00	Estimated Hours Year 2
Year 3 (2025)	\$60.75	*	0	=	\$0.00	Estimated Hours Year 3
Year 4 (2026)	\$63.79	*	0	=	\$0.00	Estimated Hours Year 4
Year 5 (2027)	\$66.98	*	0	=	\$0.00	Estimated Hours Year 5

Total Direct Labor Cost with Escalation	=	\$10,744.74	
Direct Labor Subtotal before escalation	=	\$10,744.74	
Estimated total of Direct Labor Salary Increase	=	<b>\$0.00</b>	Transfer to Page 1

**NOTES:**

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.  
(i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology.)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.


I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name: <u>James A .Reyff</u>	Title*: <u>Principal</u>
Signature: <u></u>	Date of Certification (mm/dd/yyyy): <u>12/22/2022</u>
Email: <u>jreyff@illingworthrodin.com</u>	Phone Number: <u>707-794-0400</u>
Address: <u>429 E Cotati Ave. Cotati, CA 94931</u>	

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Acoustical consulting services



**COST PROPOSAL 1**  
**Cost-Plus-Fixed Fee or Lump Sum OR Firm Fixed Price Contracts**  
(Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed

☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Consultant **UNICO Engineering, Inc**

Tehama Co - Evergreen

Project No. Road Bridge CM

Contract No. TBD

Date 12/22/2022

**DIRECT LABOR**

Classification/Title	Key Staff	Name	Hours	Range	Initial Hourly Rate	Total
Survey Manager		Rob Markes	16	\$65-\$90	\$80.00	\$ 1,280.00
Party Chief		Tim Pringle	80	\$65-\$90	\$74.75	\$ 5,980.00
Rodman		Tony Perez	80	\$65-\$90	\$71.89	\$ 5,751.20
Sr. Land Surveyor		Ryan L. Ming	40	\$65-\$90	\$67.00	\$ 2,680.00
Party Chief		Staff		\$65-\$90	\$74.75	\$ -
Rodman		Staff		\$65-\$90	\$71.89	\$ -
Land Surveyor		Staff		\$35-\$50	\$42.50	\$ -
Sr Land Surveyor		Staff		\$65-\$90	\$67.00	\$ -
Survey Technician		Staff		\$25-\$35	\$30.00	\$ -
						\$ -
						\$ -
						\$ -
subtotal			216		subtotal	\$ 15,691.20

**LABOR COSTS**

a) Subtotal Direct Labor Costs

\$ 15,691.20

b) Anticipated Salary Increases

\$ 392.28

c) **Total Direct Labor Costs [(a) + (b)] \$ 16,083.48**

**INDIRECT COSTS**

d) Fringe Benefits

(Rate: 0.00% )

e) Total Fringe Benefits [(c) x (d)] \$ -

f) Overhead

(Rate: 135.75% )

g) Overhead [(c) x (f)] \$ 21,833.32

h) General and Administrative

(Rate: 0.00% )

i) Gen & Admin [(c) x (h)] \$ -

j) **Total Indirect Costs [(e) + (g) + (i)] \$ 21,833.32**

**FIXED FEE**

k) **TOTAL FIXED FEE [(c) + (j)]\* fixed fee 10% ] \$ 3,791.68**

**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Per Diem	6	Day	\$120.00	\$ 720.00
Travel Expenses (with receipt)	6	Actual	\$35.00	\$ 210.00
				\$ -
				\$ -

l) **TOTAL OTHER DIRECT COSTS \$ 930.00**

**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1:

Subconsultant 2:

(m) **TOTAL SUBCONSULTANTS' COSTS \$ -**

(n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 930.00**

**TOTAL COST [(c) + (j) + (k) + (n)] \$ 42,638.48**

**NOTES:**

- Key Personnel **must** be marked with an asterisk (\*) and employees that are object to prevailing wage must be marked with two asterisks (\*\*). All costs must comply with the Federal costs principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or excepted by Caltrans.
- Anticipated salary increases calculation must accompany.

**COST PROPOSAL 1**  
**Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) contracts**  
(Calculations for Anticipated Salary Increases)

Consultant UNICO Engineering, Inc Contract No. TBD Date 12/22/2022

**1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

	Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	Contract Duration
Year 1 (2023)	\$ 15,691.20	/	216	=	\$72.64	Year 1 Avg Hourly Rate

	Avg Hourly Rate		Proposed Escalation			
Year 1 (2023)	\$72.64	+	5.0%	=	\$76.28	Year 2 Avg Hourly Rate
Year 2 (2024)	\$76.28	+	5.0%	=	\$80.09	Year 3 Avg Hourly Rate
Year 3 (2025)	\$80.09	+	5.0%	=	\$84.10	Year 4 Avg Hourly Rate
Year 4 (2026)	\$84.10	+	5.0%	=	\$88.30	Year 5 Avg Hourly Rate

**3. Calculate estimated hours per year (Multiply estimate % each period by total hours)**

	Estimated % Completed Each Period		Total Hours per Cost Proposal		Total Hours per Period	
Year 1 (2023)	50.00%	*	216	=	108	Estimated Hours Year 1
Year 2 (2024)	50.00%	*	216	=	108	Estimated Hours Year 2
Year 3 (2025)	0.00%	*	216	=	0	Estimated Hours Year 3
Year 4 (2026)	0.00%	*	216	=	0	Estimated Hours Year 4
Year 5 (2027)	0.00%	*	216	=	0	Estimated Hours Year 5
Total	100%		Total	=	216	

**4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)**

	Avg Hourly Rate (calculated above)		Estimated Hours (calculated above)		Cost Per Period	
Year 1 (2023)	\$72.64	*	108	=	\$7,845.60	Estimated Hours Year 1
Year 2 (2024)	\$76.28	*	108	=	\$8,237.88	Estimated Hours Year 2
Year 3 (2025)	\$80.09	*	0	=	\$0.00	Estimated Hours Year 3
Year 4 (2026)	\$84.10	*	0	=	\$0.00	Estimated Hours Year 4
Year 5 (2027)	\$88.30	*	0	=	\$0.00	Estimated Hours Year 5

Total Direct Labor Cost with Escalation	=	\$16,083.48	
Direct Labor Subtotal before escalation	=	\$15,691.20	
Estimated total of Direct Labor Salary Increase	=	<b>\$392.28</b>	Transfer to Page 1

**NOTES:**

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.  
(i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology.)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

## COST PROPOSAL 1

### Certification of Direct Costs:


I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

### Prime Consultant or Subconsultant Certifying:

Name: Cesar Montes de Oca Title\*: President  
Signature:  Date of Certification (mm/dd/yyyy): 12/7/2022  
Email: [cesar@unicoengineering.com](mailto:cesar@unicoengineering.com) Phone Number: 916-900-6623  
Address: 110 Blue Ravine Rd. Ste 101, Folsom CA 95630

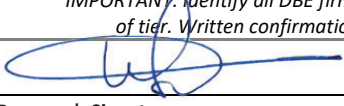
\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Land Survey

**EXHIBIT 10-O2: Consultant Contract DBE Information**

<b>1. Local Agency:</b> Tehama County		<b>2. Contract DBE Goal</b> 11%	
<b>3. Project Description:</b>		Construction Management Services for the Evergreen Road Bridge Replacement Project. FAP BRLOZB-5908(025). Replace the existing Evergreen Road Bridge with a new cast-in-place concrete box girder bridge, existing ACID Canal Bridge with a new cast-in-place concrete slab bridge and construct 4,500' of roadway to connect existing roadway with the new bridges.	
<b>4. Project Location:</b>		Evergreen Road near Cottonwood, CA	
<b>5. Consultant's Name:</b>		Consor North America, Inc.	
<b>6. Prime Consultant DBE:</b>		<input type="checkbox"/>	
<b>7. Total Contract Award Amount</b>	\$2,584,000.00	<b>8. Total Amount for ALL Subconsultants</b>	\$743,774.65
<b>9. Total Number of ALL Subconsultants:</b>		5	

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Office Engineering; Labor Compliance; Schedule Review; Supplemental Inspection	44316	Name: Webster Engineering Address: 301 Placerville Drive, Suite 1 City, State Zip: Placerville, CA 95667 Phone: (916) 521-6932	\$389,091.23
Environmental and Archeological Oversight	32027	Name: Area West Environmental, Inc Address: 7006 Anice Street City, State Zip: Orangevale, CA 95662 Phone: (916) 987-3362	\$ 123,370.35
Survey Verification	41342	Name: UNICO Engineering, Inc. Address: 110 Blue Ravine Road, Suite 101, City, State Zip: Folsom, CA 95630 Phone: (916) 900-6632	\$ 42,638.48
<b>Local Agency to Complete this Section</b>			\$ 555,100.06
<b>20. Local Agency Contract Number:</b> _____			<b>14. TOTAL CLAIMED DBE PARTICIPATION</b>  21.5%
<b>21. Federal-Aid Project Number:</b> _____			
<b>22. Contract Execution Date:</b> _____			
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.
<b>23. Local Agency Representative's Signature</b>	<b>24. Date</b>	<b>15. Preparer's Signature</b>	<b>16. Date</b>
_____	_____		January 10, 2023
<b>25. Local Agency Representative's Name</b>	<b>26. Phone</b>	<b>17. Preparer's Name</b>	<b>17. Phone</b>
_____	_____	Leland Mason, PE	(916) 368-9181
<b>27. Local Agency Representative's Title</b>	_____	<b>19. Preparer's Title</b>	_____
_____	_____	Construction Manager	_____

**DISTRIBUTION:** (1) Original – Local Agency  
(2) Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

**ADA Notice:** For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

**INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT****CONSULTANT SECTION**

1. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
2. **Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
4. **Project Location** - Enter the project location as it appears on the project advertisement.
5. **Consultant's Name** - Enter the consultant's firm name.
6. **Prime Certified DBE** - Check box if prime contractor is a certified DBE.
7. **Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
8. **Total Dollar Amount for ALL subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
9. **Total number of ALL subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
10. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
11. **DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
12. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
13. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
14. **Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
15. **Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
16. **Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
17. **Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
18. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
19. **Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

**LOCAL AGENCY SECTION**

20. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
21. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
22. **Contract Execution Date** - Enter the date the contract was executed.
23. **Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
24. **Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
25. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
26. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
27. **Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

## ATTACHMENT II

### INSURANCE REQUIREMENTS FOR CONTRACTOR

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

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

#### Automobile Liability

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

#### Workers' Compensation

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

#### Professional Liability (Contractor/Professional services standard agreement only)

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



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

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

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

#### Endorsements: Additional Insureds

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

The certificate holder shall be “County of Tehama.”

#### Deductibles and Self-Insured Retentions

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

#### Primary Insurance Coverage

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

#### Coverage Cancellation

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

#### Acceptability of Insurers

Contractor’s insurance shall be placed with an insurance carrier holding a current A.M. Best & Company’s rating of not less than A:VII unless otherwise acceptable to the County. The County

reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

#### Subcontractors

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

#### Material Breach

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

#### Policy Obligations

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

#### Verification of Coverage

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

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

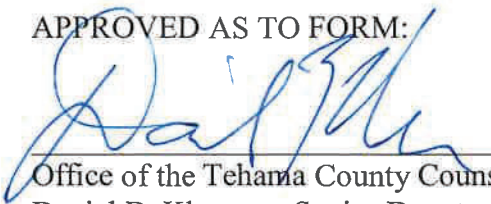
**E-Contract Review**  
**Approval as to Form**

Department Name: Tehama County Public Works - Roads

Vendor Name: Consor North America, Inc

Contract Description: Construction management services

APPROVED AS TO FORM:



Office of the Tehama County Counsel

Daniel B. Klausner, Senior Deputy County Counsel

Date: 2/22/23

**E-Contract Review**  
**Approval as to Form**

Department Name: Tehama County Sheriff's Office

Vendor Name: Consor North America, Inc

Document Description: Amendment No. 2 to Agreement for Construction Management  
Services on the Evergreen Road Bridge Replacement Project

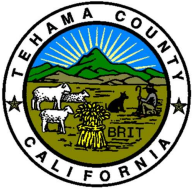
APPROVED AS TO FORM:



Office of the Tehama County Counsel

Daniel B. Klausner, Senior Deputy County Counsel

Date: 6/20/25



# Tehama County

## Agenda Request Form

**File #:** 25-1069

**Agenda Date:** 7/1/2025

**Agenda #:** 4.

### FIRE

#### **Requested Action(s)**

a) AGREEMENT - Request approval and authorization for the Chair to sign the Renewal Lease Agreement between the Tehama County Fire Department and the Rancho Tehama Association for the Fire Station building at 17155 Rancho Tehama Road, Corning, CA 96021, in the amount of \$4,500 yearly, effective 7/1/25 through 7/1/26 with annual renewal up to five years

#### **Financial Impact:**

Current rental expense has been requested for the 2025/2026 budget in account 2042-53260 and additional utilities in account 2042-53300.

#### **Background Information:**

Tehama County Fire Department has operated a Volunteer Fire Station at 17155 Rancho Tehama Road Corning, CA 96021 for more than 25 years through a long-standing verbal agreement.

The first written agreement, Miscellaneous Agreement 2024-343 commenced on 11/5/2024 with terms ending 12:01 am on 7/1/2025. This renewal request will continue the agreement through 7/1/2026.

## LEASE AGREEMENT

### General Provisions and Definitions:

This lease is made and entered into by and between RANCHO TEHAMA ASSOCIATION, referred to herein as "Lessor," and the County of Tehama, by and through the TEHAMA COUNTY FIRE DEPARTMENT referred to herein as "Lessee" Or "County." The "Effective Date" of this Lease shall be the date on which all parties have executed the agreement.

Lessor, for and in consideration of the rent to be paid by Lessee and of the covenants and provisions to be kept and performed by Lessee under this lease, hereby leases to Lessee, and Lessee agrees to lease from Lessor, subject to the conditions set forth herein, the real property and improvements referred to herein as the "Premises." Lessor shall provide Lessee with unobstructed 24-hour access to the Premises, and shall provide Lessee with a key, passcode, or other access device through any security measures to ensure that the Lessee has actual, self-determined 24-hour access.

"Premises" as used herein shall refer to the **Fire Station** building located at **17155 Rancho Tehama Road, Corning, California 96021.**

## ARTICLE 1. TERM OF LEASE

Section 1.01 –Term: This lease shall commence at on the Effective Date of this agreement (the "Commencement Date"), and end at 12:01 a.m. on July 1, 2026, unless terminated earlier pursuant to the provisions of this lease. After the initial year, this lease shall renew annually for up to a total of five years unless the Lessor provides the Lessee with a notice of intent to not renew which must be served on the Lessee no later than May 1 of each year in order to be effective. The annual renewal date shall be July 1.

Section 1.02 – Holding Over: In the event Lessee holds over and continues in possession of the Premises after expiration of the original lease term, Lessee's continued occupancy of the Premises shall be considered a month-to-month tenancy subject to all the terms and conditions of this lease.

## ARTICLE 2. RENT / DEPOSITS

Section 2.01 – Monthly Rent: Lessee agrees to pay to Lessor a fixed Yearly Rental Sum for the use and occupancy of the Premises, as set forth below:

- (a) During the Term of the Lease, Lessee shall pay to Lessor the Yearly Rental Sum of \$4,500.00 payable on the 31<sup>st</sup> day of July each year.
- (b) Rent shall be paid by delivery to Lessor personally or by mailing to Lessor at the address specified in Section 10.02, or at any other place or places as Lessor may from time to time designate by written notice delivered to Lessee.



Rent shall be paid by delivery to Lessor personally or by mailing to Lessor at the address specified in Section 10.03, or at any other place or places as Lessor may from time to time designate by written notice delivered to Lessee.

### **ARTICLE 3. USE OF PREMISES / COMMON AREAS**

Section 3.01 – Permitted Use: During the term of this Lease, the Premises may be used by Lessee for any use which complies with the applicable zoning. Without limiting the generality of the foregoing, Lessee shall be permitted to operate a government office at which services are provided to the public.

Section 3.02 – Waste or Nuisance: Lessee shall not commit or permit the commission by others of any waste on the Premises; Lessee shall not maintain or commit, or permit the maintenance or commission of any nuisance as defined in Civil Code Section 3479 on the Premises, and Lessee shall not use or permit the use of the Premises for any unlawful purpose. Lessee shall be responsible for the legal disposal of any hazardous substances generated or kept on the premises.

Section 3.03 – Compliance with Laws: Lessee shall, at Lessor's own cost and expense, comply with all statutes, ordinances, regulations and requirements of all governmental entities, both federal and state, and county or municipal, including those requiring capital improvements to the Premises, including but not limited to all improvements relating to Lessee's use and occupancy of Premises and those not relating to occupancy, whether those statutes, ordinances, regulations and requirements are now in force or are subsequently enacted. Lessee shall notify Lessor of any improvements that will impact the Lessor's budget.

### **ARTICLE 4. UTILITIES / JANITORIAL AND TAXES**

Section 4.01 – Utilities: Lessee shall pay all utility costs for electricity, telephone, propane, water, garbage pickup and disposal, alarm system contract and upkeep, and other public utilities for the Premises during the term of this lease. **The Lessor shall pay the electricity and any other utilities not tied to the fire department building.**

Section 4.02 – Real Property Taxes: All real property taxes and assessments levied or assessed against the Premises by a governmental entity, including any special assessments imposed on or against the Premises for the construction or improvement of public works in, on or about the Premises shall be paid, before they come delinquent, by Lessor.

### **ARTICLE 5. ALTERATIONS AND REPAIRS**

Section 5.01 – Condition of Premises: Lessor represents and warrants that, upon commencement of Lessee's occupancy hereunder, the Premises shall be in good, clean, safe, and rentable condition suitable for Lessee's use. Without limiting the generality of the foregoing, Lessor specifically represents that any improvements or fixtures on the Premises necessary to the operation of a vehicle maintenance facility are in good working order upon commencement of Lessee's occupancy hereunder.

Section 5.02 – Maintenance by Lessor:

Lessor shall be responsible for all maintenance, repair, and upkeep of the entire Premises, including without limitation, the parking lot, grounds, building and improvements, and equipment and fixtures attached thereto (except for improvements, and equipment and fixtures installed by Lessee). Lessee shall notify Lessor prior to installation of any equipment or fixtures. Such responsibility shall include, without limitation, the following:

- a) The structural parts of the building and other improvements in which the premises are located, which structural parts include the foundations, bearing and exterior walls, subflooring, and roof.
- b) The exposed and unexposed electrical, plumbing, and sewage systems including, without limitation, those portions of the systems lying outside the Premises.
- c) Garage doors, window frames, gutters, and down spouts on the building, and other improvements in which the premises are located.
- d) Heating, ventilating, and air-conditioning systems (HVAC).
- e) Landscape maintenance and parking lot maintenance including drainage. Lessee shall secure a separate agreement, at Lessee's expense for pest and weed control.
- f) Flooring
- g) Items to be repaired prior to July 1, 2024:
  - a. Repair bathroom water supply
  - b. Install bathroom vanity
  - c. Service & repair apparatus bay doors

In case of emergency, Lessor will immediately make appropriate repairs under this Section 5.02 to protect persons and property. If the Lessor does not take the necessary steps, Lessee will have the right to repair or contract to repair and to be reimbursed by Lessor. If the full amount of the reimbursement is not delivered by Lessor to Lessee within 10 days after Lessee's delivery to Lessor of a written statement or bill evidencing the cost of the repair, Lessee will have the right to deduct the cost of repair from the next monthly rent payment. As used herein, "emergency" shall mean any condition that may cause irreparable harm to personal property, real property, or fixtures attached to real property if not immediately repaired, or any condition that poses an immediate threat to the health or safety of an occupant.

Except for cases of emergency, Lessor will make all repairs as soon as is possible. In the event Lessor has not made a repair referred to in a written notice from Lessee to Lessor within 30 days after date of notice, Lessee will have the right to repair or contract to repair and be reimbursed by Lessor. If the full amount of the reimbursement is not delivered by Lessor to Lessee within 10 days after Lessee's delivery to Lessor of a written statement or bill evidencing the cost of the repair, Lessee will have the right to deduct the cost of repair from the next monthly rent payment.

Section 5.03 – Alterations/Liens: Lessee shall not make or permit any other person to make any alterations to the Premises or to any improvements on the Premises without the prior written consent of Lessor. Lessor shall not unreasonably withhold this consent. Lessee shall keep the Premises free and clear from any and all liens, claims, and demands for work performed, materials furnished, or operations conducted on the Premises at the instance or request of Lessee. Furthermore, any and all alterations, additions, improvements and fixtures made or placed in or on the Premises by Lessee or any other person shall on expiration or earlier termination of this lease, become the property of Lessor and remain on the Premises, except trade fixtures which Lessee shall be permitted to remove from the leased Premises at any time during the term hereof. Upon execution of this agreement, Lessor agrees to the following alterations:

- (a) Replace or re-key all locks and re-program security alarm system to new security code number determined by Lessee. New key set should only be distributed to Lessee and one key to Lessor.
- (b) Upon commencement of the lease agreement, Lessor agrees that any office furnishings left on the premises, excluding all furnishings in the office area, will be donated to Lessee for any use which is in the best interest of Lessee and will not be returned to Lessor.

Section 5.04 – Entry by Lessor: Lessor and its agents shall have the right to enter the Premises at all reasonable times as scheduled with Lessee (and at any time during an emergency) for all of the following purposes: inspection of the Premises, repairs required of Lessor, inspection to assure that Lessee is complying with the terms of this lease, and for the purpose of doing other lawful acts that may be necessary to protect Lessor's interest in the Premises or for the purpose of performing Lessor's duties under this lease.

Section 5.05 – Surrender of Premises: On expiration or earlier termination of this lease, Lessee shall promptly surrender and deliver the Premises to Lessor in as good condition as they are now at the date of this lease, excluding reasonable wear and tear and repairs required to be made by Lessor under this lease.

Section 5.07 – Parking: Lessee, Lessee's staff, clients, guests and invitees may park anywhere within the perimeters of the leased area, and street parking, but shall not obstruct the ingress and egress to any other premises.

## **ARTICLE 6. INDEMNITY AND INSURANCE**

Section 6.01 – Lessor Indemnification: Lessee shall hold Lessor harmless for all damages to any person or property occurring in, on or about the Premises and arising out of Lessee's use and occupation of said Premises, except that Lessor shall be liable to Lessee and shall hold Lessee harmless for damage resulting from the acts or omissions of Lessor or its authorized representatives.

Section 6.02 – Lessee Public Liability Insurance: Lessee at its cost shall maintain public liability and property damage insurance, or participation in a self-insurance program, against claims for personal injury, death or property damage arising out of and in connection with Lessee's use or occupancy of the premises, with a single combined limit of not less than one million dollars (\$1,000,000.00). Lessor shall be named additional insured for liability arising out of operations by or on behalf of the Lessee.

Section 6.03 – Lessor’s Property Insurance: Lessor shall maintain on the building and other improvements that are a part of the Premises a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements, to the extent of the full replacement value.

Section 6.04 – Release and Waiver of Subrogation: In consideration of and in return for the promises and covenants set out herein, and for other good and valuable consideration, the Lessor, on its own behalf, and on behalf of any of their agents, insurers, attorneys, and assigns **fully and forever release, acquit, and discharges** hereby releases Lessee and its elected officials, officers, employees, agents, volunteers, and invitees from any claims for damage to any person or property of Lessor about the Premises, whether known or unknown, fixed or contingent, accrued or not yet accrued, anticipated or unanticipated, of any kind whatsoever as of or at any time prior to the Effective Date and prospectively those that are caused by or result from risks insured against under any insurance policies carried by Lessor. Lessor further agrees that Lessee shall not be liable to Lessor for any damage caused by fire or any of the risks insured against under any insurance policy and Lessor shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against Lessee in connection with any covered damage.

The Parties expressly waive any rights they may have under California Civil Code § 1542, as well as under any other state or federal statute or common law principle of similar effect. California Civil Code § 1542 provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

The Parties acknowledge that they may later discover facts different from or in addition to those which they or their attorneys now know or believe to be true. It is the intention of the Parties to fully, finally and forever settle and release all claims included in the releases set forth herein.

Section 6.05 – Authorization to Insurance Companies to Release Information: By its signature to this lease, Lessee hereby authorizes any insurer providing insurance on the Premises or relating to the Premises to release to Lessor any and all information concerning the nature and extent of such insurance coverage.

## **ARTICLE 7. SIGNS AND TRADE FIXTURES**

Section 7.01 – Installation and Removal of Trade Fixtures: Lessee shall have the right at any time and from time to time during the term of this lease, at Lessee’s sole cost and expense, to install and affix in, to or on the Premises any items, including fixtures, which are reasonably necessary to the performance of the activities for which the Premises are leased. Lessor’s right of pre-approval as previously stated in this agreement shall not be unreasonably withheld, and the discretion of Lessee in design shall be honored.

Section 7.02 – Unremoved Trade Fixtures: Any additions or fixtures described in this Article that are not removed from the Premises by Lessee as described in Section 5.05 shall be deemed abandoned by Lessee and shall automatically become the property of Lessor as owner of the real property to which they are affixed. This provision does not negate the right of Lessor to insist that

such additions or fixtures be removed by Lessee, and a written demand by Lessor to Lessee within thirty (30) days of lease termination shall require Lessee to remove and repair.

Section 7.03 – Signs: Subject to lessor’s approval, which shall not be unreasonably withheld, Lessee may erect, maintain, permit and from time to time remove any signs in, on or about the Premises that Lessee may deem necessary or desirable, provided that any signs erected or maintained by Lessee shall comply with all requirements of any governmental authority with jurisdiction.

## **ARTICLE 8. DESTRUCTION OF PREMISES**

Section 8.01 – Lessor’s Obligation to Repair: Except as otherwise provided in Section 8.02 below, if at any time during the term of this lease the building on the Premises is damaged or destroyed by any cause, Lessor shall promptly repair, restore or rebuild the building to substantially the same condition as the building was delivered to Lessee at the commencement of this lease (i.e., exclusive of Lessee fixtures and equipment). Lessor shall have the obligation to repair, restore or rebuild described in this section whether or not the insurance proceeds paid to Lessor are sufficient to cover the total cost of repair, restoration or rebuilding. Lessor shall commence repair, restoration or rebuilding, as appropriate, not later than thirty (30) days after occurrence of the event causing damage or destruction, and shall cause construction to be completed not later than two (2) months after the occurrence of the event causing damage or destruction. In the event Lessor does not commence or complete construction within the time periods described in this section, Lessee shall have the right to terminate this lease by giving Lessor written notice within thirty (30) days after expiration of either time period. Lessor is not responsible for repair or rebuild if damage is caused by Lessee.

Section 8.02 – Lessor’s Right to Terminate Lease: Notwithstanding Section 8.01, Lessor shall have the right to terminate this lease and shall have no obligation to repair, restore or rebuild the Premises or the building under any of the following circumstances:

- (a) Damage or destruction from an insured casualty when the damage or destruction cannot reasonably be repaired, restored or rebuilt within the period required by Section 8.01.
- (b) Damage or destruction from an uninsured casualty when the cost of repair, restoration or rebuilding exceeds a total of twenty-five percent (25%) of the then-replacement cost of the building.
- (c) Damage or destruction from an uninsured casualty occurring during the last two (2) months of the Term of this lease.

If Lessor elects to terminate this lease under any of the above circumstances, Lessor shall give written notice to Lessee no later than sixty (60) days **ninety (90) days** after occurrence of the casualty.

Section 8.03 – Abatement of Rent: If damage or destruction to the Premises renders the operation of Lessee’s business at the Premises impossible and Lessee, in fact, ceases to operate its business at the Premises, the rent required under this lease shall abate during the period in which Lessor is required to perform repairs or restoration, or to rebuild. In the event Lessee is able to continue partial operation of its business, rent shall be reduced during the period of repair in proportion to the reduction of square footage used by Lessee.

## **ARTICLE 9. DEFAULT, ASSIGNMENT, AND TERMINATION**

Section 9.01 – Restriction Against Subletting or Assignment: Except as provided herein, Lessee shall not encumber, assign or otherwise transfer this lease, any right or interest in this lease, or any right or interest in the Premises or any of the improvements that may now or hereafter be constructed or installed in, on or about the Premises without first obtaining the express written consent of Lessor. Lessee shall not sublet the Premises or any part of the Premises or allow any other person, other than Lessee's agents, clients, servants, employees, invitees and guests, to occupy the Premises or any part of the Premises without the prior written consent of Lessor. A consent by Lessor to one assignment, one subletting, or one occupation of the Premises by another person shall not be deemed to be a consent to any subsequent assignment, subletting, or occupation of the Premises by another person. Except as provided herein, any encumbrance, assignment, transfer, or subletting without the prior written consent of Lessor, whether voluntary or involuntary, by operation of law or otherwise, is void and shall, at the option of Lessor, terminate this lease. The consent of Lessor to any assignment of Lessee's interest in this lease or the subletting by Lessee of the Premises or parts of the Premises shall not be unreasonably withheld.

Section 9.02 – Default: If Lessee defaults in the payment of rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within 10 (ten) working days, after the giving of such notice (or if such default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within 30 (thirty) days thereafter proceed with reasonable diligence and in good faith to cure such default), then the Lessor may terminate this lease on not less than 30 (thirty) days' notice to Lessee. On the date specified in such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, and Lessor may recover from Lessee any unpaid rent that had been earned at the time of termination of the lease. If this lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and other effects.

Section 9.03 – Termination for Non-Appropriation: Notwithstanding any other provision of this Lease, Lessee may terminate this lease immediately, without cost or penalty, should the Tehama County Board of Supervisors decline to appropriate sufficient funds for this lease in any fiscal year or reduce any such appropriation previously made. In the event Lessee elects to terminate this lease under this Section, Lessor may recover from Lessee any unpaid rent that had been earned at the time of termination of the lease.

Section 9.04 – Waiver of Breach: The waiver by Lessor of any breach by Lessee of any of the provisions of this lease shall not constitute a continuing waiver or a waiver of any subsequent breach by Lessee, either of the same or another provision of this lease.

Section 9.05 – Lessor's Failure to Deliver Possession: If Lessor is unable to deliver possession of the Premises to Lessee for any reason not within Lessor's control, including but not limited to partial or complete destruction of the Premises, Lessee will have the right to terminate the Agreement upon proper notice as required by law. In such event, Lessor's liability to Lessee will be limited to the return of all sums previously paid by Lessee to Lessor.

## ARTICLE 10. MISCELLANEOUS

**Section 10.01 – Force Majeure—Unavoidable Delays:** If the performance of any act required by this lease to be performed by either Lessor or Lessee is prevented or delayed by reason of an act of God, strike, lockout, labor troubles, inability to secure materials, restrictive governmental laws or regulations, or any other cause except financial inability that is not the fault of the party required to perform the act, the time for performance of the act will be extended for a period equivalent to the period of delay; and performance of the act during the period of delay will be excused. However, nothing contained in this section shall excuse the prompt payment of rent by Lessee as required by this lease or the performance of any act rendered difficult solely because of the financial condition of the party required to perform the act.

**Section 10.02 – Notices:** Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this lease or by law to be served on or given to either party to this lease by the other party to this lease shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom they are directed, or, in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, and addressed as follows:

Lessor

Rancho Tehama Association  
P.O. Box 5111  
Corning, CA 96021  
(530) 585-2444

Lessee

Tehama County Fire Department  
Attn: Fire Chief  
604 Antelope  
Red Bluff, CA 96080  
(530) 528-5199  
(530) 529-8538 FAX

Either party, Lessee or Lessor, may change its address for the purpose of this section by giving written notice of that change to the other party in the manner provided in this section.

**Section 10.03 – Binding on Heirs and Successors:** This lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of Lessor and Lessee; but nothing in this section shall be construed as a consent by Lessor to any assignment of this lease or any interest therein by Lessee except as provided in Section 10.01 of this lease.

**Section 10.04 – Partial Invalidity:** If any provision of this lease is held by a court of competent jurisdiction to be either invalid, void or unenforceable, the remaining provisions of this lease shall remain in full force and effect unimpaired by the holding.

**Section 10.05 – Sole and Only Agreement/Modification:** This instrument constitutes the sole and only agreement between Lessor and Lessee respecting the Premises, the leasing of the Premises to Lessee, or the lease term created under this lease; and correctly sets forth the obligations of Lessor and Lessee to each other as of its date. Any agreements or representations respecting the Premises or their leasing by Lessor to Lessee not expressly set forth in this instrument are null and void.

The terms of this agreement may not be modified by oral agreement. No modification of this agreement shall be valid unless it is in writing and signed by both parties.

**Section 10.06 – Time of Essence:** Time is expressly declared to be of the essence by both parties.



In this lease the neuter gender includes the feminine and masculine; and the singular number includes the plural; and the word "person" includes corporation, partnership, firm, or association wherever the context requires.

The one signing this contract for the Lessee agrees and warrants that he or she has authority to sign for the Lessee.

Section 10.07 – 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.

Section 10.08 – Authority: Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purporting to act.

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

Lessor

Date: 5/22/2025


Date: 5/21/2025

Lessee

Date: \_\_\_\_\_

**Rancho Tehama Association**

Signed by:



Rancho Tehama Association President

Signed by:



Rancho Tehama Association Treasurer

**COUNTY OF TEHAMA**

\_\_\_\_\_  
Board of Supervisors, Chairman

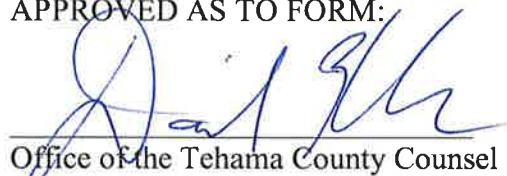
**E-Contract Review**  
**Approval as to Form**

Department Name: County of Tehama Fire Department

Vendor Name: Rancho Tehama Association

Document Description: Lease Agreement for 17155 Rancho Tehama Road

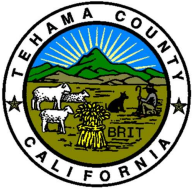
APPROVED AS TO FORM:



Office of the Tehama County Counsel

Daniel B. Klausner, Senior Deputy County Counsel

Date: 6/5/25



# Tehama County

## Agenda Request Form

**File #:** 25-0977

**Agenda Date:** 7/1/2025

**Agenda #:** 5.

### HEALTH SERVICES AGENCY / PUBLIC HEALTH

#### **Requested Action(s)**

a) Request confirmation of an application submitted by the Tehama County Health Services Agency (TCHSA) for the California Department of Public Health (CDPH) Women, Infants, and Children (WIC) funding agreement application (AFA) and related documents for Federal Fiscal Years 25 through 28, in a total amount of \$2,974,653

#### **Financial Impact:**

This is a receivable to the Tehama County Health Services Agency in the amount of \$2,974,653. 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.

Department will return once funding package is approved by CDPH for authorization to sign the agreement. If confirmation of the application is not approved, Tehama County Health Services Agency (TCHSA) will not be able to accept funding for this program and will not have the necessary resources to coordinate this public health program for our 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

149

DEPARTMENT	NAME OF CONTACT	PHONE NUMBER	BUDGET UNIT
TCHSA	Minnie Sagar/Michelle Schmidt	(503)57-8491 x3612-3618	4012

TITLE OF GRANT Women, Infants and Children (WIC) Program AO5

GRANTOR AGENCY California Department of Public Health-WIC Branch

GRANT OBJECTIVES To deliver the supplemental Nutrition Program to Women, Infants & Children who meet the eligibility requirements.

GRANT I.D. NO. \_\_\_\_\_ Federal Catalog No. \_\_\_\_\_  
(If Applicable)

GRANT PERIOD: FROM: 10/01/2025 TO: 09/30/2028

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				3

**GRANT FUNDING**

**FISCAL YEAR: 2025/26**

**FISCAL YEAR: 2026/27**

FEDERAL	\$0.00	\$0.00
STATE	\$991,551	\$991,551
OTHER	\$0.00	\$0.00
1. TOTAL GRANT FUNDS	\$991,551	\$991,551

**COUNTY FUNDING**

HARD MATCH (dollars)	\$0.00	\$0.00
SOFT MATCH (In-kind)	\$0.00	\$0.00
2. TOTAL COUNTY MATCH	\$0.00	\$0.00

**USE OF FUNDS**

PERSONNEL (attach detail)	\$683,172	\$608,136
SERVICES/SUPPLIES	\$96,422	\$190,217
EQUIPMENT	\$0.00	\$0.00
OTHER CHARGES	\$211,957	\$193,198
TOTAL FUNDS (must also= 1+2 above)	\$991,551	\$991,551

IF HARD MATCH REQUIRED, IDENTIFY FUNDING SOURCE: \_\_\_\_\_ N/A

IS MATCH FUNDING APPROPRIATED WITHIN EXISTING BUDGET? YES NO ☒

METHOD OF PAYMENT OF GRANT FUNDS: REIMBURSE: ADVANCE: x

ANTICIPATED DATE(S) OF RECEIPT OF GRANT FUNDS: \_\_\_\_\_ 10/01/2025

EXPENDITURE DEADLINE: \_\_\_\_\_ 09/30/2028

IS INTEREST EARNING ON GRANT FUNDS REQUIRED BY LAW? YES NO ☒

WILL THERE BE IMPACTS TO HOUSING, STAFF OR OTHER COUNTY SUPPORT SERVICES? (If yes, please explain. Use attachment if needed.) YES ☒ NO ☐  
resources \_\_\_\_\_ Will use existing staff and resources

  
DEPARTMENT HEAD SIGNATURE

5-28-25  
DATE



**TEHAMA COUNTY AUDITOR'S OFFICE**  
**GRANT FUNDING INFORMATION**  
(Attach full copy of application and/or Notice of Award)

AUDITOR USE ONLY

Rec'd  
By

150

<b>DEPARTMENT</b> TCHSA	<b>NAME OF CONTACT</b> Minnie Sagar/Michelle Schmidt	<b>PHONE NUMBER</b> (503)57-8491 x3612-3618	<b>BUDGET UNIT</b> 4012
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TITLE OF GRANT Women, Infants and Children (WIC) Program AO5

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(If Applicable)

GRANT PERIOD: FROM: 10/01/2025 TO: 09/30/2028

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				3

**GRANT FUNDING**

**FISCAL YEAR: 2027/28**

**FISCAL YEAR:**

FEDERAL	\$0.00	
STATE	\$991,551	
OTHER	\$0.00	
1. TOTAL GRANT FUNDS	\$991,551	

**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)	\$619,143	
SERVICES/SUPPLIES	\$176,459	
EQUIPMENT	\$0.00	
OTHER CHARGES	\$195,949	
TOTAL FUNDS (must also= 1+2 above)	\$991,551	

IF HARD MATCH REQUIRED, IDENTIFY FUNDING SOURCE: \_\_\_\_\_ N/A \_\_\_\_\_

IS MATCH FUNDING APPROPRIATED WITHIN EXISTING BUDGET? YES NO ☒

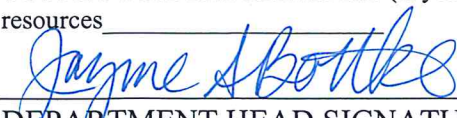
METHOD OF PAYMENT OF GRANT FUNDS: REIMBURSE: ADVANCE: x

ANTICIPATED DATE(S) OF RECEIPT OF GRANT FUNDS: \_\_\_\_\_ 10/01/2025 \_\_\_\_\_

EXPENDITURE DEADLINE: \_\_\_\_\_ 09/30/2028 \_\_\_\_\_

IS INTEREST EARNING ON GRANT FUNDS REQUIRED BY LAW? YES NO ☒

WILL THERE BE IMPACTS TO HOUSING, STAFF OR OTHER COUNTY SUPPORT SERVICES? (If yes, please explain. Use attachment if needed.) YES ☒ NO ☐  
resources \_\_\_\_\_ Will use existing staff and resources

  
DEPARTMENT HEAD SIGNATURE

5-28-25  
DATE

## REQUIRED DOCUMENT CHECKLIST

October 1, 2025 – September 30, 2028

For Local Government Agencies, complete the "Local Gov't" column. For Non-Profit Agencies, complete the "Non-Profit" column. Check the box for each attachment/document that is included with your Contract Application package.

Attachments 7, 8, 9 and 10 are not required unless applicable to your Contract Application package. A field containing no box indicates that the attachment/document is not applicable to your organization type; therefore, it is not required with the submission of your package.

Attach #	Attachment/Document Title	Local Gov't	Non-Profit	State Use Only Rec'd By (Initials)
1	Required Documents Checklist	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2	Certification of Contract Application Package	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3	Agency Information	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4	Budget Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
5	Justification of Staffing Levels	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
6	Certification of Indirect Cost Rate	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7	Justification of Fringe Benefit Rate of 50% or More (if applicable)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8	Justification of Bilingual Pay (if applicable)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9	Justification of Additional Pay (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>	
10	Request for Authorization to Subcontract (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>	
11	Civil Rights Report	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
12	Languages Spoken by Participants and Staff	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13	Summary of Direct Participant Service Sites	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
14	Frequency of Invoice Submission	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	Indirect Cost Rate Approval Letter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	Parent Agency Organizational Chart	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	WIC Program Organizational Chart	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

## REQUIRED DOCUMENT CHECKLIST

October 1, 2025 – September 30, 2028

Attach #	Attachment/Document Title	Local Gov't	Non- Profit	<i>State Use Only</i> Rec'd By (Initials)
	Board of Directors Roster		<input type="checkbox"/>	
	Proof of 501(c)(3) (Certification from IRS of Non-Profit Status)		<input type="checkbox"/>	
	Darfur Contracting Act (DGS PD 1) <i>(if applicable)</i>		<input type="checkbox"/>	
	Contractor Certification Clause (CCC)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	CA Civil Rights Laws Attachment (DGS OLS 04)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	Government Agency Taxpayer ID Form (CDPH 9083)	<input checked="" type="checkbox"/>		
	Payee Data Record (STD 204)		<input type="checkbox"/>	
	Payee Data Record Supplement (STD 205) <i>(if applicable)</i>		<input type="checkbox"/>	
	Certificate of Insurance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	



## CERTIFICATION OF CONTRACT APPLICATION PACKAGE

October 1, 2025 – September 30, 2028

I, Jayme Bottke, as the person who can legally bind the Agency and Certify the Contract Application package, hereby affirm the following:

- The statements contained in the Contract Application package, and all the supporting documents, are true and accurate, to the best of my knowledge.
- The WIC local agency will comply with all applicable fiscal, administrative and operational requirements as outlined in Federal and State regulations, statutes, policies and procedures, and other communications from the California Department of Public Health, Women, Infants, and Children Division (CDPH/WIC Division).
- The Contract Application package and executed contract, along with all the supporting documentation submitted to the CDPH/WIC Division are public documents, open to public inspections, and any revisions must be made in writing to the CDPH/WIC Division.
- The WIC local agency will spend at least the minimum required amount of allocated funds on nutrition education activities, as described in Exhibit A, Scope of Work, Provision 14.
- The WIC local agency will spend at least the minimum required amount of allocated funds on breastfeeding promotion and support-related activities, as described in Exhibit A, Scope of Work, Provision 15.
- The WIC local agency will maintain the required current certificate of insurance, as described in Exhibit E, Additional Provisions, Provision 2 of the contract.
- If the WIC local agency is a Non-Profit organization, the Non-Profit status is current.

I certify that I have the authority to request a Contract Agreement for the following agency:

**Tehama County Health Services Agency**

Legal Name of Local Agency

**AGENCY INFORMATION**

October 1, 2025 – September 30, 2028

<b>A</b>	<b>Agency's Legal Name</b>	Full Legal Name <i>(do not abbreviate)</i> Tehama County Health Services Agency		
<b>B</b>	<b>Type of Organization</b>	<input checked="" type="checkbox"/> Local Government <input type="checkbox"/> Private Non-Profit	Unique Entity Identifier (UEI) #: HWMBGUYSF3N5 (12-character alphanumeric ID)	Assistance Listings Number (ALN) #: 10.557 Federal Employers' ID #:94-6000543
<b>C</b>	<b>Parent Agency's Physical Street Address</b>	Physical Street Address 818 Main Street City, State, and Zip Code Red Bluff CA 96080		
<b>D</b>	<b>Parent Agency's Mailing Address</b>	Mailing Address <i>(if different than street address)</i> P. O. Box 400 City, State, and Zip Code Red Bluff CA 96080		
<b>E</b>	<b>Parent Agency's Shipping Address</b>	Shipping Address <i>(if different than mailing address)</i> 818 Main Street City, State, and Zip Code Red Buff, CA 96080		
<b>F</b>	<b>Remittance Mailing Address</b>	Attention <i>(contract will reflect "Cashier" unless otherwise listed below)</i> Deanna Gee Mailing Address <i>(address where payments should be sent)</i> PO Box 400 City, State, and Zip Code Red Bluff CA 96080 Email Address <i>(must match email address listed on current STD204/CDPH9083)</i> Deanna.gee@tchsa.net		
<b>G</b>	<b>Additional Addressees for Executed Contract <i>(if applicable)</i></b>	Email Address <i>(will be used for Cc on email to WIC Director)</i> minnie.sagar@tchsa.net Email Address <i>(will be used for Cc on email to WIC Director)</i> michelle.schmidt@tchsa.net		
<b>H</b>	<b>Certification of Package</b>	Authorized Representative's Printed Name <i>(person who can legally bind the agency and certify the package)</i> Jayme Bottke Title and Credentials Executive Director Physical Street Address 818 Main Street City, State, and Zip Code Red Bluff, CA 96080		



**AGENCY INFORMATION**

October 1, 2025 – September 30, 2028

<b>I</b>	<b>Contract Signature</b>	Authorized Signatory's Printed Name <i>(person who can legally bind the agency and sign the contract)</i> Jayme Bottke	
		Title and Credentials Executive Director	
		Physical Street Address 818 Main Street	
		City, State, and Zip Code Red Bluff CA 96080	
<b>J</b>	<b>Agency Director</b> <i>(CEO or Highest Public Health Director/Officer)</i>	Name Jayme Bottke	
		Title and Credentials Executive Director	
		Physical Street Address 818 Main Street	
		City, State, and Zip Code Red Bluff CA 96080	
		Mailing Address <i>(if different)</i> PO Box 400 Red Bluff, CA 96080	Telephone #: (530) 528-3216
		Email Address jayme.bottke@tchsa.net	Fax #: (530) 527-0703
<b>K</b>	<b>WIC Director</b>	Name Michelle Schmidt	
		Title and Credentials SPHN Assistant Executive Director of Program	
		Physical Street Address 818 Main Street	
		City, State, and Zip Code Red Bluff CA 96080	
		Mailing Address <i>(if different)</i> PO Box 400 Red Bluff CA 96080	Telephone #: (530) 527-8791
		Email Address michelle.schmidt@tchsa.net	Fax #: (530) 527-2822

**AGENCY INFORMATION**

October 1, 2025 – September 30, 2028

<b>L</b>	<b>Nutrition Education Coordinator</b>	Name Vacant	
		Title and Credentials Registered Dietician	
		Physical Street Address 1850 Walnut Street Building H	
		City, State, and Zip Code Red Bluff CA 96080	
		Mailing Address ( <i>if different</i> ) PO Box 400 Red Bluff CA 96080	Telephone #: (   )   -
		Email Address	Fax #: (   )   -
<b>M</b>	<b>Breastfeeding Coordinator</b>	Name Mayra Cook	
		Title and Credentials Nutrition Assistant II, CLE	
		Physical Street Address 1850 Walnut Street Building H	
		City, State, and Zip Code Red Bluff CA 96080	
		Mailing Address ( <i>if different</i> ) PO Box 400 Red Bluff CA 96080	Telephone #: (530) 527-8791
		Email Address mayra.cook@tchsa.net	Fax #: (530) 527-6150
<b>N</b>	<b>Primary Local Vendor Liaison Contact</b>	Name Michelle Schmidt, PHN	
		Title and Credentials SPHN Assistant Executive Director of Program	
		Physical Street Address 818 Main Street	
		City, State, and Zip Code Red Bluff CA 96080	
		Mailing Address ( <i>if different</i> ) PO Box 400 Red Bluff CA	Telephone #: (530) 527-8791
		Email Address michelle.schmidt@tchsa.net	Fax #: (530) 527-6150

**AGENCY INFORMATION**

October 1, 2025 – September 30, 2028

<b>O</b>	<b>National Voter Registration Act Coordinator</b>	Name	
		Terry Cabral	
		Title and Credentials	
		Nutrition Assistant II, CLE	
		Physical Street Address	
		1850 Walnut Street Building H	
		City, State, and Zip Code	
Red Bluff, CA 96080			
<b>P</b>	<b>Outreach Coordinator</b>	Name	
		Angelica Trenado	
		Title and Credentials	
		Nutrition Assistant II CLE	
		Physical Street Address	
		1850 Walnut Street Building H	
		City, State, and Zip Code	
Red Bluff CA 96080			
Mailing Address (if different)		Telephone #:	
PO Box 400 Red Bluff CA 96080		(530) 527-8791	
Email Address		Fax #:	
angelica.trenado@tchsa.net		(530) 527-6150	
<b>Q</b>	<b>Staff Training Coordinator</b>	Name	
		Vacant	
		Title and Credentials	
		Registered Dietician	
		Physical Street Address	
		1850 Walnut Street Building H	
		City, State, and Zip Code	
Red Bluff CA 96080			
Mailing Address (if different)		Telephone #:	
PO. Box 400 Red Bluff CA 96080		( ) -	
Email Address		Fax #:	
		( ) -	



**AGENCY INFORMATION**

October 1, 2025 – September 30, 2028

<b>R</b>	<b>Civil Rights Coordinator</b> <i>(if applicable)</i>	Name	
		Terry Cabral	
		Title and Credentials	
		Nutrition Assistant II CLE	
		Physical Street Address	
		1850 Walnut Street Building H	
		City, State, and Zip Code	
Red Bluff, CA 96080			
Mailing Address <i>(if different)</i>		Telephone #:	
PO Box 400 Red Bluff CA 96080		(530) 527-8791	
Email Address		Fax #:	
terry.cabral@tchsa.net		(530) 527-6150	
<b>S</b>	<b>Farmers' Market Nutrition Program Local Agency Coordinator</b> <i>(if applicable)</i>	Name	
		Laura Martinez	
		Title and Credentials	
		Nutrition Assistant II-CLE	
		Physical Street Address	
		1850 Walnut Street Building H	
		City, State, and Zip Code	
Red Bluff, CA 96080			
Mailing Address <i>(if different)</i>		Telephone #:	
PO Box 400 Red Bluff CA 6080		(530) 527-8791	
Email Address		Fax #:	
laura.martinez@tchsa.net		(530) 527-6150	
<b>T</b>	<b>Information Technology Point of Contact</b>	Name	
		Vacant	
		Title and Credentials	
		IT Supervisor	
		Physical Street Address	
		818 Main Street	
		City, State, and Zip Code	
Red Bluff CA 96080			
Mailing Address <i>(if different)</i>		Telephone #:	
PO Box 400 Red Bluff CA 96080		( ) -	
Email Address		Fax #:	
		( ) -	

**AGENCY INFORMATION**

October 1, 2025 – September 30, 2028

<b>U</b>	<b>SERVICES PROVIDED</b>
	<p>Check the appropriate box describing the relative availability of health and administrative services to be made available at your WIC local agency to all WIC participants:</p> <p><input type="checkbox"/> Public or private nonprofit health agency that will provide ongoing, routine pediatric and obstetric care and administrative services.</p> <p><input type="checkbox"/> Public or private nonprofit health or human service agency that will enter into a written agreement with another agency for either ongoing, routine pediatric and obstetric care or administrative services.</p> <p><input type="checkbox"/> Public or private nonprofit health agency that will enter into a written agreement with private physicians, licensed by the State, to provide ongoing, routine pediatric and obstetric care to a specific category of participants (women, infants, or children).</p> <p><input type="checkbox"/> Public or private nonprofit human service agency that will enter into a written agreement with private physicians, licensed by the State, to provide ongoing, routine pediatric and obstetric care.</p> <p><input checked="" type="checkbox"/> Public or private nonprofit health or human service agency that will provide ongoing, routine pediatric and obstetric care through referral to a health provider.</p> <p><i>Authority: 7 CFR 246.5 (d)(1)</i></p>



**AGENCY INFORMATION**

October 1, 2025 – September 30, 2028

**V LIST OF THE FIVE HIGHEST COMPENSATED OFFICERS**

Report the Name, Title and Total Annual Compensation of the five (5) most highly compensated officers of the proposed parent agency if one or more of the following conditions apply:

1. The parent agency in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards.
2. The parent agency received \$25 million or more in annual gross revenue in its preceding fiscal year, from (a) Federal procurement contracts and subcontracts, and (b) Federal grants, subgrants, and cooperative agreements; and the amount so received amounted to 80 percent or more of its annual gross revenues.
3. The public does not have access to information about the grantee's executive compensation through periodic reports filed with the Securities and Exchange Commission under the Securities Exchange Act of 1934 or with the Internal Revenue Service under the Internal Revenue Code of 1986.

Check if not applicable to your organization ☐

*Authority: 2 CFR Part 170, Appendix A, Section 1.b.*

Name	Title	Total Annual Compensation
Jayme Bottke	Executive Director	\$186,239
Dr. Brian Lair	Physician	\$179,157
Deanna Gee	Assistant Executive Director Admin	\$168,723
Michelle Schmidt	Assistant Executive Director Program	\$145,749
Meenakshi Sagar	Public Health Director	\$152,859

**Exhibit B, Attachment I**  
**NSA Detail**  
**October 1, 2025 - September 30, 2028**

PERSONNEL	Exhibit A, SOW 8.	Exhibit A, Attach I	Minimum Base Annual Salary	Maximum Base Annual Salary	Year 1 10/1/2025 - 9/30/2026		Year 2 10/1/2026 - 9/30/2027		Year 3 10/1/2027 - 9/30/2028		Total
					FTE	Budgeted Amount	FTE	Budgeted Amount	FTE	Budgeted Amount	
WIC Position Title											
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	61,474	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	10, 12, 14, 15, 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
Overtime (3)	0	0									-
Salaries and Wages						402,174		408,780		414,143	1,223,097
Total FTE					6.55		6.50		6.45		
Fringe Benefits (4)					Percent	Budgeted Amount	Percent	Budgeted Amount	Percent	Budgeted Amount	Total
					69.87%	280,998	49.50%	201,356	49.50%	205,000	687,354
TOTAL PERSONNEL						683,172		608,136		619,143	1,910,451
OPERATING	Exhibit A, SOW 8.	Exhibit A, Attach I				Budgeted Amount		Budgeted Amount		Budgeted Amount	Total
General Expenses (5)	5-7,17-21,23,25	1-10				85,422		179,217		165,459	430,098
Travel (6)	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	17	1-10				11,000		11,000		11,000	33,000
Facility Costs (See Exhibit B, Attach II for breakdown) (7)	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 (9)	6,17,18,20,21	1-10									-
Vehicles (10)	8,17,18,19	1-10									-
TOTAL CAPITAL EXPENDITURES						-		-		-	-
OTHER COSTS (11)	Exhibit A, SOW 8.	Exhibit A, Attach I				Budgeted Amount		Budgeted Amount		Budgeted Amount	Total
0	0	0									-
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:

Contract Amount:

Funding Changes:

Checks/Balances:

Year 1	Year 2	Year 3
\$ 991,551	\$ 991,551	\$ 991,551
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -

\*All costs will be reviewed by CDPH for approval

(1) Bilingual - Positions that receive Bilingual pay may show a higher budgeted amount. Justification and back-up documentation will be kept on file.

(2) Additional Pay (i.e., Longevity, Retention, Differential pay and COLA) - Positions that receive one or more of these additional compensations may show a higher budgeted amount. Justification and back-up documentation will be kept on file.

(3) Overtime - Requires justification if amount does not seem reasonable. Justification will be kept on file.

(4) Fringe Benefits - Justification and back-up documentation will be kept on file for any fringe benefit rate that exceeds 50%.

(5) General Expenses - Includes: Minor equipment (i.e., office furniture, IT equipment, anthropometric items), professional certifications, audit costs, vehicle maintenance, IT maintenance, program materials, office expenses, etc.

(6) Travel - All costs reimbursed shall be in accordance with CalHR rates.

(7) Facility Costs - Includes Rent, Utilities, Janitorial, Security, and Maintenance.

(8) Capital Expenditures - Unit cost must be \$5,000 or more. Refer to Exhibit D, Provision 1 for procurement rules.

(9) Equipment - Includes items such as: Telephone systems, information technology equipment, photocopy machines, etc.

(10) Vehicles - Will be used for Facility Site Visits, Conferences, Trainings, and Outreach.

(11) Other Costs - List the subcontractor's name and brief description of services provided.



Confidential - Low

Confidential - Low



**Exhibit B, Attachment II  
Facility Costs, Year 3  
October 1, 2027 - September 30, 2028**

[illegible]





## JUSTIFICATION OF STAFFING LEVELS

October 1, 2025 – September 30, 2028

WIC local agencies shall ensure sufficient and qualified staff is available to administer an efficient and effective WIC Program including, but not limited to, the functions of nutrition education, breastfeeding promotion and support, certification, food delivery, fiscal reporting, monitoring, and training. Refer to the "Staffing Standards" outlined in the Exhibit A, Scope of Work (SOW).

Provide a written justification below explaining how your staffing levels will meet the WIC Program requirements detailed in the Exhibit A, SOW, and the Exhibit A, Attachment I, Statement of Work. Include how the number of Registered Dietitians and other staff is sufficient to provide client and nutrition services, including the development and the implementation of the Nutrition Services Plan.

### Written Justification

Terry Cabral - **NVRA Coordinator WNA II 1.0 FTE** - Will implement the NVRA/Civil Rights Coordinator duties as well as implementation of Tasks 1 - 5 of Attachment A of the Contract.

Mayra Cook - **Breastfeeding Coordinator WNA II 1.0 FTE** - Will implement the Breastfeeding coordinator role duties as outlined in Task 4 Activities 1 - 4 of Attachment A of the Contract. In addition, they will also implement Tasks 1 - 3 & 5.

Laura Martinez - **FMNP Coordinator WNA II 1.0 FTE** - Will implement Tasks 1 - 5 and 8 the Farmers Market Nutrition Program

Angelica Trenado – **Outreach Coordinator WNA II 1.0 FTE** - Will implement tasks 1 - 5 as outlined in Attachment A within the Corning office

Sonia Martinez - **WNA I 1.0 FTE** - will be responsible for providing support to the WIC Director and Nutrition Assistants and will play a primary role in implementing the separation of duties

Vacant – **RD .85 FTE** - will be responsible for implementation of Tasks 1-4 and 7 of Attachment A of the Contract. They will assume the responsibility of being the **Nutrition Education Coordinator** and the staff **Training Coordinator**. At the time of this application this requirement is currently being met through a contract for RD services through the Center for Healthy Communities, but we hope to have an RD in place before the beginning of this grant cycle.

Vacant - IT Supervisor - will provide *in-kind services* and be the **Information Technology Point of contact** for Tehama County WIC. Is responsible for working together with the local WIC and state WIC to assist with information technology services.

Minnie Sagar - PH Director/ **Interim WIC Director** - will provide *in-kind services* and will provide support and oversight of the WIC staff and ensuring that the Tasks 1-9 in the WIC

## JUSTIFICATION OF STAFFING LEVELS

October 1, 2025 – September 30, 2028

Scope of Work Attachment A of the contract are being implemented according to WIC policy. Will also **assist in training the Program Manager to be the WIC Director.**

Michelle Schmidt - **Interim WIC Director .05 FTE (paid, year 1 only)** will be the Local Vendor liaison and assist with seeing high risk clients as needed. **The interim WIC Director will also play a key role in training the Program Manager to be the WIC Director.** Additional time above the .05 FTE to meet the requirements will be in kind

Program Manager – Vacant - This position at .65FTE (in years 1 & 2, .06 FTE in year 3) will be in training to become the permanent WIC Director

Position Title	Description/Comments	FTE	Staff Count	BFPC	RBL
		Individual/person count (i.e. 1 FTE can have 2 persons in position)		Checked indicates "Yes" position works in BFPC and/or RBL role(s)	
WIC Nutrition Assistants II	<ul style="list-style-type: none"> <li>- NVRA</li> <li>- BFPC</li> <li>- FMNP</li> <li>- Outreach Coord.</li> </ul>	4.0	4	<input type="checkbox"/>	<input type="checkbox"/>
WIC Nutrition Assistant I	Provides SOD	1.0	1	<input type="checkbox"/>	<input type="checkbox"/>
Registered Dietician (vacant)	<ul style="list-style-type: none"> <li>- Nut. Edu. Coord.</li> <li>- Staff Train. Coord.</li> </ul>	0.85	1	<input type="checkbox"/>	<input type="checkbox"/>
Program Manager (vacant)	This position will be the WIC Director in Training	0.65	1	<input type="checkbox"/>	<input type="checkbox"/>
Interim WIC Director	<ul style="list-style-type: none"> <li>- LVL,</li> <li>- new Prog. Mgr. Training</li> <li>- HR clients as needed</li> </ul>	0.05	1	<input type="checkbox"/>	<input type="checkbox"/>
IT Point of Contact	In kind services	n/a	1	<input type="checkbox"/>	<input type="checkbox"/>
PH Director	In kind services <ul style="list-style-type: none"> <li>- support for Interim WIC Director</li> <li>- new Prog. Mgr. Training</li> </ul>	n/a	1	<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>



## CERTIFICATION OF INDIRECT COST RATE

October 1, 2025 – September 30, 2028

List the Indirect Cost Rate (ICR) percentage(s) that you will be using for the contract with the California Department of Public Health, Women, Infants and Children Division (CDPH/WIC Division). See 2 CFR 200.414 Indirect (F&A) costs for further information.

**Legal Name of Local Agency:**

Tehama County Health Services Agency

**Non-Profit Agencies with an Approved Rate:**

Non-Profit Agencies that have an approved rate from their Federal cognizant agency may charge their approved rate or may elect to charge less than the approved rate. A copy of the ICR approval letter from the Federal cognizant agency is required with the package.

Complete the following with the percentage and methodology listed in the ICR approval letter:

\_\_\_\_\_ Percent of ☐ Total Personnel Costs ☐ Total Direct Costs

The ICR percentage(s) listed below must match the percentage(s) listed in Attachment 4.

Year 1: \_\_\_\_\_ Year 2: \_\_\_\_\_ Year 3: \_\_\_\_\_

**Non-Profit Agencies without an Approved Rate:**

Non-Profit Agencies that do not have a current negotiated (including provisional) rate may elect to charge the de minimis rate of 15% of modified total direct costs (MTDC), which may be used indefinitely. However, this rate must be used consistently for all Federal awards until such time they choose to negotiate a rate.

Check the box below to confirm your agency is eligible and is electing to charge the 15% (or less) de minimis rate based on MTDC (Total Personnel Costs + Total Operating Expenses + Subcontracts up to \$25,000). To determine eligibility, see 2 CFR 200.414, paragraph (f).

☐ 15% (or less) de minimis rate of MTDC (option 3 on the drop-down list on Attachment 4)

The ICR percentage(s) listed below must be 15% or less and match the percentage(s) listed in Attachment 4.

Year 1: \_\_\_\_\_ Year 2: \_\_\_\_\_ Year 3: \_\_\_\_\_

**Local Government Agencies:**

Local Government Agencies may charge their rate approved by CDPH or may elect to charge less than its approved rate. A copy of the ICR approval letter from CDPH is required with the package.

Complete the following with the percentage and methodology listed in the ICR approval letter:

25 \_\_\_\_\_ Percent of ☒ Total Personnel Costs ☐ Total Direct Costs

The ICR percentage(s) listed below must match the percentage(s) listed in Attachment 4.

Year 1: 25 \_\_\_\_\_ Year 2: 25 \_\_\_\_\_ Year 3: 25 \_\_\_\_\_

## JUSTIFICATION OF FRINGE BENEFIT RATE OF 50% OR MORE

October 1, 2025 – September 30, 2028

Provide justification if the Fringe Benefit Rate is 50% or more for any of the contract years. Attach a copy of the union contract, or other official documentation (i.e., board approval, HR documentation, etc.) from your organization, and a spreadsheet (example below) that justifies the Fringe Benefit Rate.

### Spreadsheet Example:

Local Agency Legal Name  
Local Agency Contract Number

WIC Position Title	FTE	Official Classification Title	Retirement Salaries	Retirement FICA/M-C	OPEB	Health	Dental	Vision	UI	Total Benefits	Benefit %	Total Personnel
PROGRAM MANAGER	1.00	PROGRAM MANAGER	98,245.34	34,722.85	8,547.34	8,250.24	460.95	98.16	464.00	52,543.54	53.48%	\$ 150,788.88
WIC NUTRITION ASSISTANT	1.00	HEALTH TECHNICIAN I	31,001.17	11,535.34	2,730.82	8,926.10	460.95	98.16	117.71	23,869.08	76.99%	\$ 54,870.25
WIC NUTRITION ASSISTANT/PEER COUNSELOR	1.00	HEALTH TECHNICIAN II/GV	39,663.17	14,576.21	3,450.70	8,254.80	460.95	98.16	150.72	26,991.54	68.05%	\$ 66,654.71
SENIOR WIC NUTRITION ASSISTANT	1.00	HEALTH TECHNICIAN SR	43,110.06	14,730.71	3,750.58	17,940.79	1,295.51	243.36	163.82	38,124.76	88.44%	\$ 81,234.82
WIC NUTRITIONIST	1.00	NUTRITIONIST	67,022.16	24,630.64	5,830.93	17,940.79	1,295.51	243.36	254.68	50,195.91	74.89%	\$ 117,218.06
WIC DIRECTOR	1.00	NUTRITIONIST SR	82,489.14	28,186.54	7,176.56	17,940.79	1,295.51	243.36	313.46	55,156.21	66.86%	\$ 137,645.35
WIC NUTRITION ASSISTANT	1.00	HEALTH TECHNICIAN II/Trk	45,798.32	15,649.29	3,984.45	17,940.79	1,295.51	243.36	174.03	39,267.43	85.78%	\$ 85,085.76
<b>Totals</b>			<b>407,329.36</b>							<b>286,168.47</b>	<b>70.25%</b>	

Enter Justification Below:

Tehama County's fringe benefit rate averages 69.87% for FFY 2025-2026. This rate includes costs associated with such as CalPERS retirement, life insurance, and medical, vision and dental insurance premiums. Rates change per employee based on annual salary amounts.

EMPLOYEE NAME	TITLE	STEP	MONTHLY DEFERRED TOTAL			PARTIAL	TOTAL	Unfunded	HEALTH		WORKERS	TOTAL	TOTAL	TOTAL S&B		Salary	Benefit	Benefit %
			SALARY	COMP	SALARY	RETIREMENT	RETIREMENT	Liability	OASDI	INS	UNEMPL	COMP	BENEFITS	SAL & BEN	PER PERSON			
CABRAL, TERRY	NUTR ASST II bilingual	E	4507.4	360	28215.75	2637.94	2637.94		2158.51	11092.8	55.71	547.51	16492.47	44708.22				
CABRAL, TERRY	NUTR ASST II bilingual	E	4507.4	360	28215.75	2637.94	2637.94	7793.88	2158.51	12202.08	55.71	547.51	25395.63	53611.38	98319.61	56,431.50	41,888.10	74.228%
COOK, MAYRA	NUTR ASST II bilingual	E	4507.4	360	28,215.75	2637.94	2637.94		2158.51	11,092.80	55.71	547.51	16,492.47	44,708.22				
COOK, MAYRA	NUTR ASST II bilingual	E	4507.4	360	28,215.75	2,637.94	2,637.94	7,793.88	2,158.51	12,202.08	55.71	547.51	25,395.63	53,611.38	98,319.61	56,431.50	41,888.10	74.228%
MARTINEZ, LAURA	NUTR ASST II bilingual	E	4507.4	360	28215.75	2637.94	2637.94		2158.51	11092.8	55.71	547.51	16492.47	44708.22				
MARTINEZ, LAURA	NUTR ASST II bilingual	E	4507.4	360	28215.75	2637.94	2637.94	7793.88	2158.51	12202.08	55.71	547.51	25395.63	53611.38	98319.61	56,431.50	41,888.10	74.228%
TRENADO, ANGELICA	NUTR ASST II bilingual	E	4507.4	600	47,026.25	4396.57	4396.57		3597.51	19,227.52	92.85	912.52	28,226.97	75,253.23				
TRENADO, ANGELICA	NUTR ASST II bilingual	E	4507.4	120	9,405.25	879.31	879.31	7,793.88	719.50	4,067.36	18.57	182.5	13,661.13	23,066.38	98,319.61	56,431.50	41,888.10	74.228%
VACANT REG DIET I/II	REG DIET I/II	A	5239.69	360	32741.3	3066.51	3066.51		2504.71	11092.8	64.76	749.82	17478.6	50219.91				
VACANT REG DIET I/II	REG DIET I/II	A	5239.69	360	32741.3	3066.51	3066.51	9043.95	2504.71	12202.08	64.76	749.82	27631.83	60373.13	110593.04	65,482.60	45,110.43	68.889%
VACANT PROGRAM MANAGER	PH PROGRAM MANAGER	A	7416.93	360	46,196.65	4340.73	4340.73		3534.04	11,092.80	91.67	896.43	19,955.67	66,152.32				
VACANT PROGRAM MANAGER	PH PROGRAM MANAGER	A	7416.93	360	46,196.65	4,340.73	4,340.73	12,760.64	3,534.04	12,202.08	91.67	896.43	33,825.60	80,022.24	146,174.56	92,393.30	53,781.27	58.209%
MARTINEZ, SONIA	NURT ASST I Bilingual	E	4084.43	360	25601.76	2390.39	2390.39		1958.53	11092.8	50.48	152.57	15644.78	41246.54				
MARTINEZ, SONIA	NURT ASST I Bilingual	E	4084.43	360	25601.76	2390.39	2390.39	7071.83	1958.53	12202.08	50.48	152.57	23825.89	49427.65	90674.18	51,203.52	39,470.67	77.086%



## JUSTIFICATION OF BILINGUAL PAY

October 1, 2025 – September 30, 2028

Bilingual Pay should be included in the WIC Position's budgeted amount on the Exhibit B, Budget Detail worksheet, not in their Minimum and Maximum Base Annual Salary range. Footnote number 1 (i.e., ①) should be placed by each WIC Position Title receiving this pay.

If Bilingual Pay is included in your Personnel Line Item, provide a written justification for each WIC Position Title receiving this pay. Attach a copy of the union contract, or other official documentation (i.e., board approval, HR documentation, etc.) from your organization, and indicate the applicable page number(s) in your justification below.

Tehama County authorizes bilingual pay for specific positions when it is determined to be necessary to meet a department's responsibilities in providing direct public contact, either orally or in writing.

Bilingual staff in the Women, Infants & Children Program (WIC) is necessary in order to meet our population's needs. The Tehama County Health Services Agency (TCHSA) WIC program has the following bilingual staff:

(One) WIC Nutrition Assistant I Bilingual

(Four) WIC Nutrition Assistant II Bilingual

Article 10 of the MOU between the REPRESENTATIVES OF THE COUNTY OF TEHAMA and THE REPRESENTATIVES OF THE JOINT COUNCIL - starting on document's page 11.

### ARTICLE 10: BILINGUAL PAY

10.1 The County authorizes 7.5% bilingual pay when it is determined to be necessary to meet a department's responsibilities in providing direct public contact, either orally or in writing. Employees deemed eligible for bilingual pay must first successfully complete a bilingual proficiency exam to ensure they possess the necessary skills to provide bilingual services. All employees being considered for bilingual pay will be tested using a bilingual proficiency examination, methods, and/or vendors approved by the County Personnel Office.

10.2 Any employee not receiving bilingual pay who believes he or she uses bilingual skills in providing direct public contact, either orally or in writing, may make written request to his or her department head for bilingual designation and eligibility for bilingual pay. The employee will be entitled to a response from the department head within fifteen (15) working days.



**CIVIL RIGHTS REPORT**

October 1, 2025 – September 30, 2028

Per Federal requirements, local agencies must ensure that all applicants/participants are 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 the following categories: race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity.

Has the local agency had any civil rights complaints filed against it by a participant, or experienced any other civil rights issues in the past three years?

Yes ☐ No ☒

If yes, has the local agency corrected all past substantiated civil rights problems or noncompliance situations?

Yes ☐ No ☐ N/A ☒

If no, please explain:

## LANGUAGES SPOKEN BY PARTICIPANTS AND STAFF

October 1, 2025 – September 30, 2028

1. In the table below, list all of the languages (other than English) spoken by participants, the total number of participants speaking each language, the percentage of total caseload speaking each language, and the number of Full-Time Equivalent (FTE) WIC Positions fluent in each language.

Languages Spoken	# of Participants	% of Total Caseload	FTE Fluent in Language
English	1567	77.38 %	8
Spanish	453	22.37 %	5
Hmong	2	.1 %	0
American Sign Language	1	.05 %	0
Mixteca	1	.05 %	0
Russian	1	.05 %	0
		%	
		%	
		%	
		%	
		%	

2. Explain how your local agency will meet the needs of non-English speaking participants/applicants who require translation/interpretation services when bilingual WIC staff are not available.

Tehama County Health Services Agency has a telephone language line or virtual sign language available for other languages or if bilingual staff aren't present.

Local Agency Legal Name	Tehama County Health Service Agency
Contract Number	25-10222
Telephone Number	(530)527-8791
Total Caseload	2,089

Rev. 2/2022

**FREQUENCY OF INVOICE SUBMISSION**

October 1, 2025 – September 30, 2028

Please select your organization's invoice submission frequency. If bi-weekly is selected, justification must be included.

Invoice Frequency	
Bi-Weekly	<input type="checkbox"/>
Monthly	<input type="checkbox"/>
Quarterly	<input checked="" type="checkbox"/>

Justification for bi-weekly submission:





ERICA PAN, MD, MPH, FAAP,  
FIDSA  
Director & State Health Officer

State of California—Health and Human Services Agency  
California Department of Public Health



GAVIN NEWSOM  
Governor

January 31, 2025

Deanna Gee  
Assistant Executive Director, Administration  
Tehama County  
P.O. Box 400  
Red Bluff, CA 96080

Dear Deanna Gee:

Thank you for submitting your Indirect Cost Rate (ICR) documentation to the California Department of Public Health (CDPH). CDPH is excited to have a standardized process that allows each Local Health Department (LHD) to use the negotiated ICR for all contracts, unless the ICR is otherwise designated by state or federal statutes, regulations, or specific grant guidelines, with CDPH.

For Fiscal Year (FY) 2025-2026, CDPH has accepted the documentation you have provided and, on a one-year basis, will approve your ICR proposal as follows:

**25.00% calculated based on Salaries, Wages and Fringe Benefits**

Please note, the rate you provided was approved up to the maximum allowed by CDPH policy (up to 25% for ICR calculated based on Salaries, Wages and Fringe Benefits and up to 15% for ICR calculated based on Allowable Total Direct Costs).

We look forward to working with you to document your approved ICR in CDPH contracts with a start date of July 1, 2025 or later.

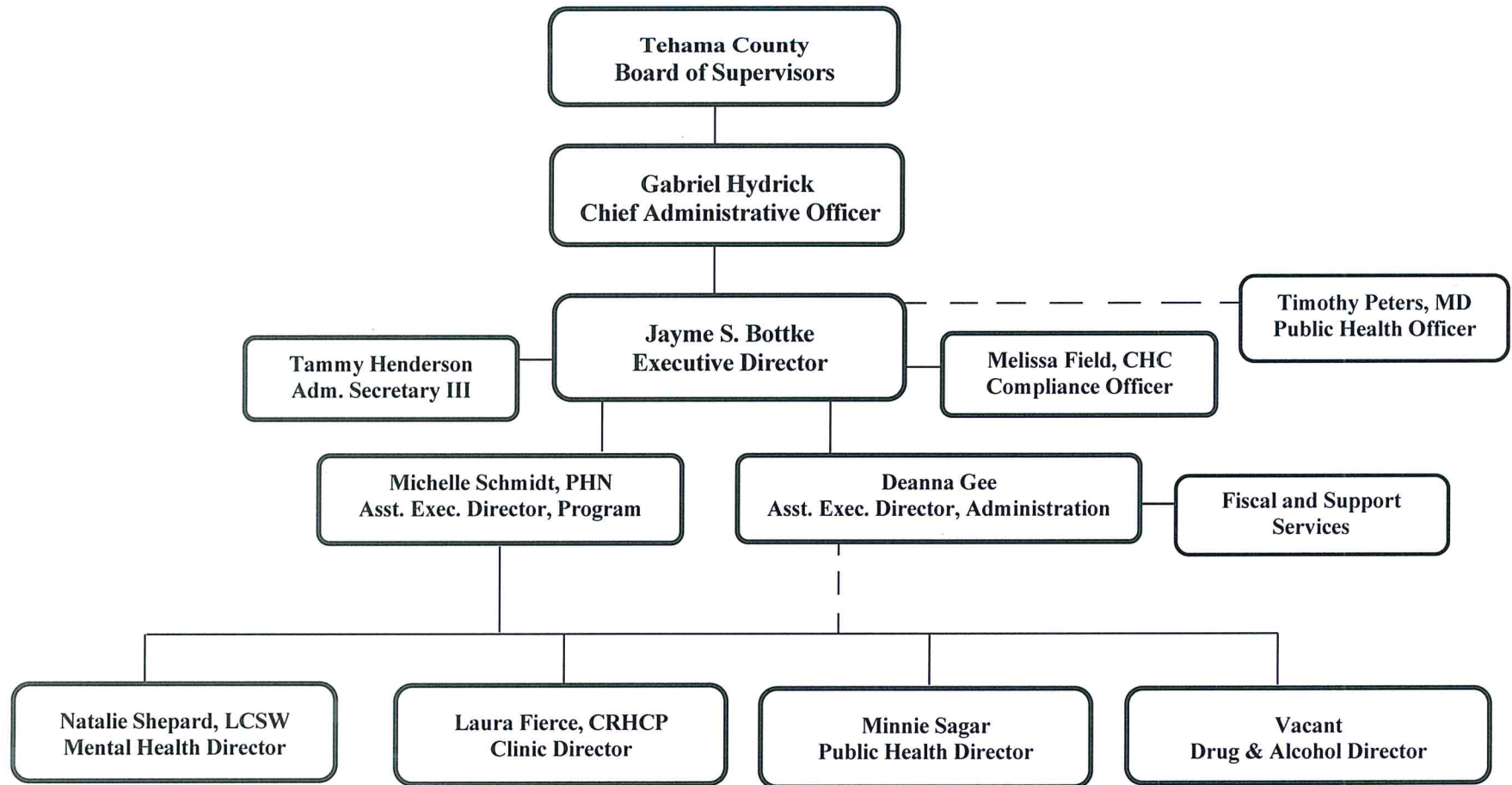
If you have any questions, contact CDPH at [CDPH-ICR-Mailbox@cdph.ca.gov](mailto:CDPH-ICR-Mailbox@cdph.ca.gov).

Sincerely,

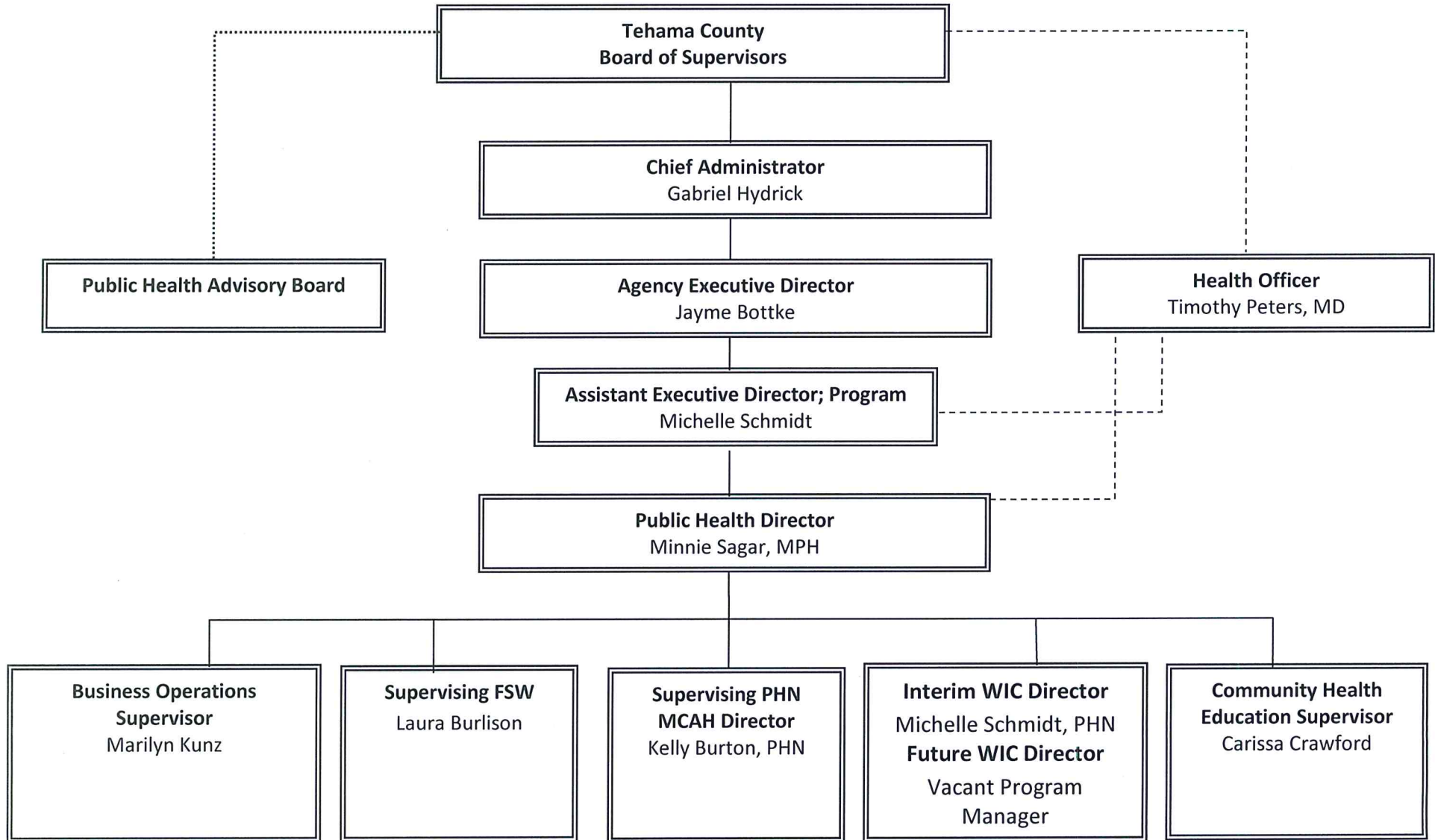
Luz Lunetta, Accounting Reporting Section Chief  
California Department of Public Health



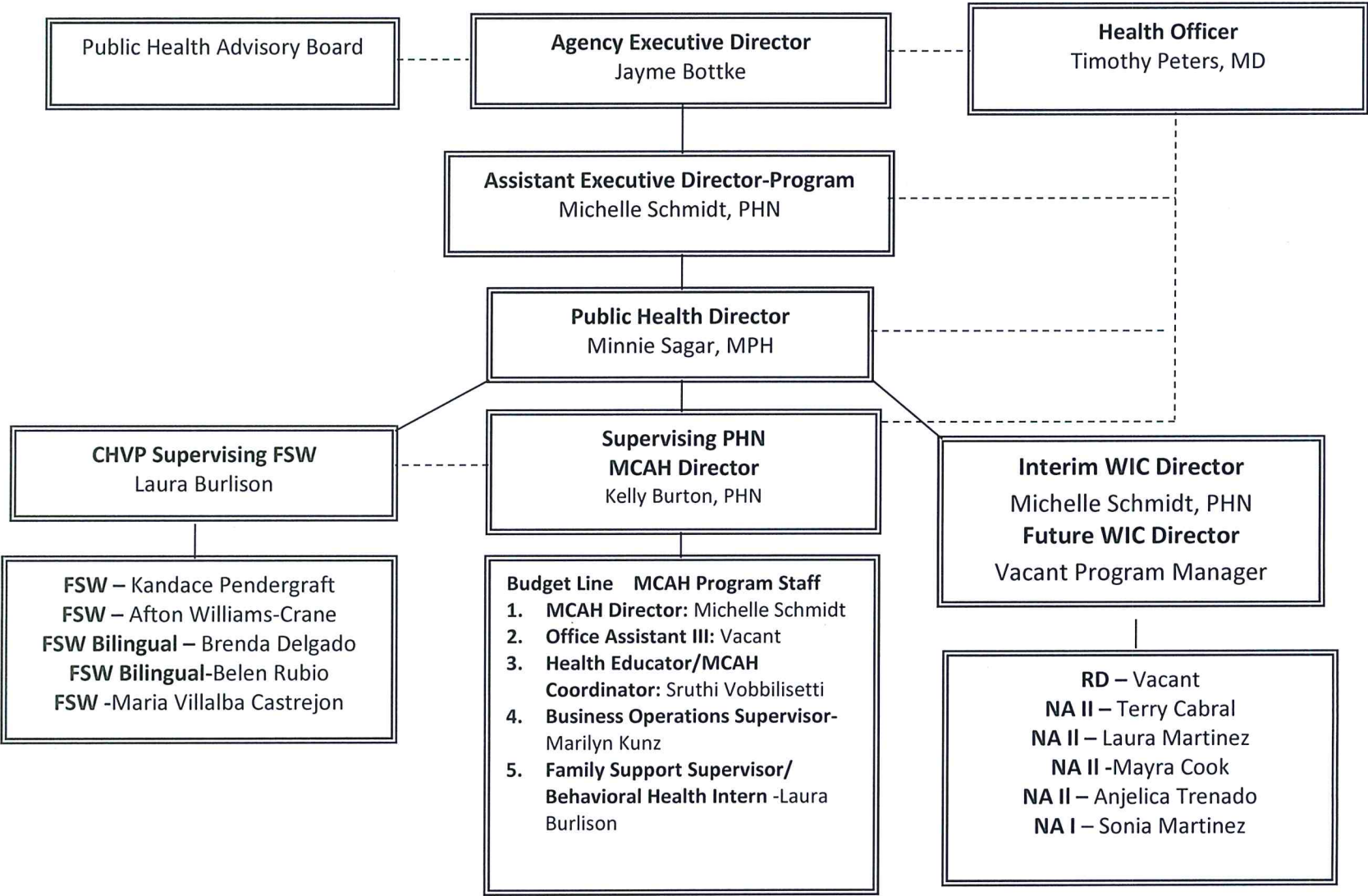
## TEHAMA COUNTY HEALTH SERVICES AGENCY



**Tehama County Health Services Agency, Public Health Division  
WIC Program Organizational Chart  
Organizational Chart- Fiscal Year 2025-2026**



**Tehama County Health Services Agency  
Public Health Division  
WIC Program Organizational Chart  
Organizational Chart Fiscal Year 2025-2026**

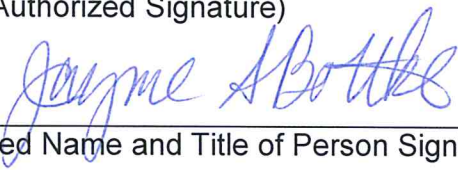


# Contractor Certification Clauses

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	94-600543
By (Authorized Signature)	
	
Printed Name and Title of Person Signing	
Jayme Bottke, Executive Director	
Date Executed	Executed in the County of
4-11-25	Tehama

## CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,



2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the 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.

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](http://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.

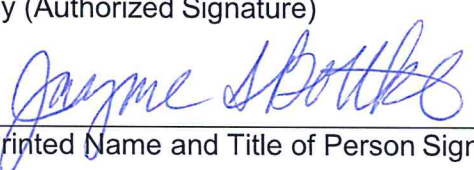


Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

### CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer/Bidder Firm Name (Printed)	Federal ID Number
Tehama County Health Services Agency	94-6000543
By (Authorized Signature)	
	
Printed Name and Title of Person Signing	
Jayme Bottke, Executive Director	
Executed in the County of	Executed in the State of
Tehama	CA
Date Executed	
4-11-25	

## GOVERNMENT AGENCY TAXPAYER ID FORM

The principal purpose of the information provided is to establish the unique identification of the government entity.

**Instructions:** You may submit one form for the principal government agency and all subsidiaries sharing the same TIN. Subsidiaries with a different TIN must submit a separate form. Fields bordered in red are required. Please print the form to sign prior to submittal. You may email the form to: [GovSuppliers@cdph.ca.gov](mailto:GovSuppliers@cdph.ca.gov) or fax it to (916) 650-0100, or mail it to the address above.

Principal Government Agency Name	Tehama County Health Services Agency		
Remit-To Address (Street or PO Box)	P.O. Box 400		
City	Red Bluff	State	CA Zip Code+4 96080
Government Type:	<input type="checkbox"/> City <input type="checkbox"/> Special District <input type="checkbox"/> Other (Specify) <span style="border: 1px solid black; display: inline-block; width: 150px; height: 1.2em; vertical-align: middle;"></span>	<input checked="" type="checkbox"/> County <input type="checkbox"/> Federal	Federal Employer Identification Number (FEIN) <span style="border: 1px solid black; padding: 2px 10px;">94-6000543</span>

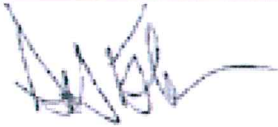
List other subsidiary Departments, Divisions or Units under your principal agency's jurisdiction who share the same FEIN and receives payment from the State of California.

FI\$Cal ID# <small>(if known)</small>	0000107032	Dept/Division/Unit Name	Health Services Agency	Complete Address	PO Box 400 Red Bluff, CA 96080
FI\$Cal ID# <small>(if known)</small>		Dept/Division/Unit Name		Complete Address	
FI\$Cal ID# <small>(if known)</small>		Dept/Division/Unit Name		Complete Address	
FI\$Cal ID# <small>(if known)</small>		Dept/Division/Unit Name		Complete Address	

Contact Person	Deanna J. Gee	Title	Asst. Executive Director of Admin
Phone number	530-528-3269	E-mail address	deanna.gee@tchsa.net
Signature			Date <span style="border: 1px solid black; padding: 2px;">4/9/25</span>

TRINCERTIFICATE NO.

ISSUE DATE

18974 AI	<b>CERTIFICATE OF COVERAGE</b>				7/1/2024
Trindel Insurance Fund PO Box 2069 Weaverville, CA 96093		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.  IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).			
		COVERAGE AFFORDED <b>A- Trindel Insurance Fund</b>			
<b>Member:</b> TEHAMA COUNTY 727 OAK STREET RED BLUFF, CA 96080		COVERAGE AFFORDED <b>B</b>			
		COVERAGE AFFORDED <b>C</b>			
		COVERAGE AFFORDED <b>D</b>			
<b>Coverages</b> THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	<input checked="" type="checkbox"/> Excess General Liability Aggregate Auto Workers' Compensation	GLMOC-2025	07/01/2024	07/01/2025	\$ 1,000,000 \$ 2,000,000 \$ 1,000,000 Statutory  Limits inclusive of the Member's Self-Insured Retention of \$250,000
<b>Description of Operations/Locations/Vehicles/Special Items:</b>  AS RESPECTS AGREEMENT BETWEEN TEHAMA COUNTY HEALTH SERVICES AGENCY AND STATE OF CALIFORNIA FOR THE OPERATION OF THE CALIFORNIA WIC PROGRAM.  STATE OF CALIFORNIA, ITS OFFICERS, AGENTS, EMPLOYEES AND SERVANTS ARE INCLUDED AS ADDITIONAL COVERED PARTIES, BUT ONLY WITH RESPECT TO WORK UNDER THIS CONTRACT.  EXCESS GENERAL LIABILITY LIMITS ARE BASED ON ANY ONE OCCURRENCE, OFFENSE, WRONGFUL ACT OR ANY COMBINATION THEREOF.					
<b>Certificate Holder</b>  CDPH, WIC 3901 LENNANE DR., MS 8600 SACRAMENTO, CA 95834			<b>Cancellation</b> SHOULD ANY OF THE ABOVE-DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.		
			AUTHORIZED REPRESENTATIVE 		



**E-Contract Review**  
**Approval as to Form**

Department Name: Health Services Agency

Vendor Name: California Department of Public Health

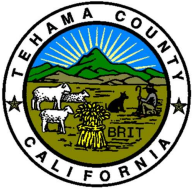
Contract Description: For the purpose of Women, Infants, and Children (WIC)  
Funding award

APPROVED AS TO FORM:



Date: 05/20/2025

Office of the Tehama County Counsel  
Margaret Long, County Counsel



# Tehama County

## Agenda Request Form

**File #:** 25-1139

**Agenda Date:** 7/1/2025

**Agenda #:** 6.

### HEALTH SERVICES AGENCY / MENTAL HEALTH

#### **Requested Action(s)**

a) AGREEMENT - Request approval and authorization for the Executive Director to sign the agreement with LocumTenens.com, LLC, for the purpose of locating and arranging for locum tenens Psychiatrists, Psychiatric Nurse Practitioners, Physician's Assistants, Psychologists, and Licensed Clinical Workers to provide medical services at the amounts set forth on Exhibit "A", with maximum compensation not to exceed \$600,000 in any one fiscal year, effective 7/1/25 and shall terminate 6/30/28 (*Subject to receipt of required insurance documentation*)

#### **Financial Impact:**

Services are paid for using Mental Health Realignment funds. Budget unit is 40131 for Mental Health. There is no impact to the General Fund.

#### **Background Information:**

This is a renewal agreement with the vendor to locate and arrange for Psychiatrist(s), Psychiatric Nurse Practitioners, Physician's Assistants, Psychologists, and Licensed Clinical Workers to provide medical services for the Department during periods of staffing shortages or vacation coverage either on-site or through telehealth. This is one of several locum tenens contracts the Department can utilize to provide temporary staffing arrangements for Psychiatrists, Psychologists and mid-level providers.

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

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This agreement is entered into between the County of Tehama, through its Health Services Agency, ("County") and LocumTenens.com LLC ("Contractor") for the purpose of purpose of locating and arranging for locum tenens Psychiatrist(s), and/or Psychiatric Nurse Practitioner(s) (PNPs) and/or Physician Assistant (PAs), and/or Psychologist(s), and/or Licensed Clinical Social Worker(s) (LCSWs) to provide services at the placement address or by telemedicine.

**1. RESPONSIBILITIES OF CONTRACTOR**

During the term of this agreement, Contractor shall During the term of this agreement, Contractor shall:

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

## **2. RESPONSIBILITIES OF THE COUNTY**

During the term of this agreement, County shall:

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

## **3. COMPENSATION**

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

#### **4. BILLING AND PAYMENT**

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

#### **5. LITIGATION COSTS AND FEES**

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

#### **6. TERM OF AGREEMENT**

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

#### **7. TERMINATION OF AGREEMENT**

County may terminate this contract immediately upon oral notice should funding cease or be materially decreased or should the Tehama County Board of Supervisors decline to appropriate funding for this agreement in any fiscal year.

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

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



for services rendered to the date of cancellation. These charges represent liquidated and agreed upon damages for cancellation.

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

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

## **8. HIRING**

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

Contractor encourages County to hire psychiatrist(s)/PNP(s)/PA(s)/Psychologist(s)/LCSW(s) introduced to County in connection with this agreement for a permanent position.

County agrees to pay a hiring fee for any psychiatrist introduced to County by Contractor in the amount of Forty-Five Thousand Dollars and no cents (\$45,000.00) during Fiscal Year 25/26 defined as July 1, 2025 through June 30, 2026, Forty-Eight Thousand Dollars and no cents (\$48,000.00) during Fiscal Year 26/27 defined as July 1, 2026 through June 30, 2027, and Fifty Thousand Dollars and no cents (\$50,000.00) during Fiscal Year 27/28 defined as July 1, 2027 through June 30, 2028.

County agrees to pay a hiring fee for any PNP(s)/PA(s)/Psychologist(s)/LCSW(s) introduced to County by Contractor in the amount of Twenty-Eight Thousand Dollars and no cents (\$28,000.00) during Fiscal Year 25/26 defined as July 1, 2025 through June 30, 2026, Thirty Thousand Dollars and no cents (\$30,000.00) during Fiscal Year 26/27 defined as July 1, 2026 through June 30, 2027, and Thirty-Two Thousand Dollars and no cents (\$32,000.00) during Fiscal Year 27/28 defined as July 1, 2027 through June 30, 2028.

Hiring fees are applicable for any PNP(s)/PA(s)/Psychologist(s)/LCSW(s) if that psychiatrist(s) or PNP(s)/PA(s)/Psychologist(s)/LCSW(s):

- a) accepts a permanent position with County, or any organization or group owned by or affiliated with County, whether or not in County's actual community; or,
- b) accepts a permanent position in County's community if County deliberately provides any substantial enticements or substantially participates in any negotiations or agreements relating to that position.

The hiring fee shall be payable on the earlier of:

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

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

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

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

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

**9. 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.

**10. 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.

**11. 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.

**12. 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.

### **13. INSURANCE**

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

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

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

### **14. 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.

#### **15. 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.

#### **16. 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.

**17. 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.

**18. 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.

**19. 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.

**20. GENERAL PROVISIONS**

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

**21. COUNTY PLACEMENT INFORMATION**

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

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

Placement Telephone: (530) 527-5631

Contact Person: Mental Health Director

## **22. 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: LOCUMTENENS.COM LLC  
2655 Northwinds Pkwy (Billing: 2575 Northwinds Pkwy)  
Alpharetta, GA 30009  
Ph: (800) 562-8663 Fax: (678) 221-5511  
Email: GraysonAndKate@locumtenens.com

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

## **23. 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.

## **24. 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.

**25. LICENSING OR ACCREDITATION**

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

**26. 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.

**27. 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.

**28. 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.

**29. 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.

### **30. 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.

### **31. QUALIFICATIONS AND PERFORMANCE OF PSYCHIATRIST/PNP/PA**

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

### **32. INDEPENDENT CONTRACTORS**

The relationship between Contractor and County, Contractor and psychiatrist(s)/PNP(s)/PA(s)/ Psychologist(s)/ LCSW(s) providing services under this agreement, and between psychiatrist/PNP/PA providing services under this agreement and County, are each that of an independent contractor providing services. As such, Contractor does not involve itself in the

practice of medicine, nor have any responsibility for the medical acts of psychiatrist(s)/PNP(s)/PA(s)/ Psychologist(s)/ LCSW(s) providing services under this agreement.

### **33. DELAY**

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

### **34. CULTURAL COMPETENCY**

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

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



such training to County upon request.

### **35. CODE OF CONDUCT**

Contractor shall comply with the Code of Conduct.

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

#### **PURPOSE**

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

#### **CODE OF CONDUCT – General Statement**

- The Code of Conduct is intended to provide TCHSA employees and Contractor with general guidelines to enable them to conduct the business of TCHSA in an ethical and legal manner;
- Every TCHSA employee and Contractor is expected to uphold the Code of Conduct;
- Failure to comply with the Code of Conduct or failure to report non-compliance may subject the TCHSA employee or Contractor to disciplinary action, up to or including termination of employment or contracted status.
- Shall perform their duties in good faith and to the best of their ability.
- Shall comply with all statutes, regulations, and guidelines applicable to Federal health care programs, and with TCHSA’s own policies and procedures.
- Shall refrain from any illegal conduct. When an employee or Contractor is uncertain of the meaning or application of a statute, regulation, or guideline, or the legality of a certain practice or activity, he or she shall seek guidance from his or her immediate Supervisor, Division Director, or the Quality Assurance Manager, or the Compliance Auditor.

- Shall not obtain any improper personal benefit by virtue of their employment or contractual relationship with TCHSA;
- Shall notify their Supervisor, Division Director, or Agency Executive Director immediately upon receipt (at work or at home) of any inquiry, subpoena, or other agency or governmental request for information regarding TCHSA;
- Shall not destroy or alter TCHSA information or documents in anticipation of, or in response to, a request for documents by any applicable governmental agency or from a court of competent jurisdiction;
- Shall not engage in any practice intended to unlawfully obtain favorable treatment or business from any entity, physician, patient, resident, vendor, or any other person or entity in a position to provide such treatment or business;
- Shall not accept any gift of more than nominal value or any hospitality or entertainment, which because of its source or value, might influence the employee's or Contractor's independent judgment in transactions involving TCHSA;
- Shall disclose to their Division Director any financial interest, official position, ownership interest, or any other relationship that they (or a member of their immediate family) has with TCHSA vendors or Contractor;
- Shall not participate in any false billing of patients, governmental entities, or any other party;
- Shall not participate in preparation of any false cost report or other type of report submitted to the government;
- Shall not pay or arrange for TCHSA to pay any person or entity for the referral of patients to TCHSA, and shall not accept any payment or arrangement for TCHSA to accept any payment for referrals from TCHSA;
- Shall not use confidential TCHSA information for their own personal benefit or for the benefit of any other person or entity while employed at or under contract to TCHSA, or at any time thereafter;
- Shall not disclose confidential medical information pertaining to TCHSA's patients or clients without the express written consent of the patients or clients or pursuant to court order and in accordance with the applicable law and TCHSA applicable policies and procedures;

- Shall promptly report to the Quality Assurance Manager any and all violations or suspected violations of the Code of Conduct;
- Shall promptly report to the Quality Assurance Manager any and all violations or suspected violations of any statute, regulation, or guideline applicable to Federal health care programs or violations of TCHSA's own policies and procedures;
- Shall not engage in or tolerate retaliation against employees or Contractor's employees who report or suspect wrongdoing.

**36. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT  
(HIPAA)**

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

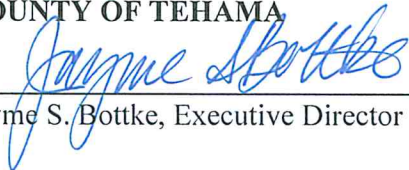
**37. EXHIBITS**

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

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

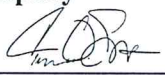
Date: 6-18-25

COUNTY OF TEHAMA

  
Jayme S. Bottke, Executive Director

LOCUMTENENS.COM, LLC, a limited liability company

Date: 06/16/2025

  
Terrence Smith, Vice President

106086  
Vendor Number

53230  
Budget Account Number

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

## Exhibit A

### **PSYCHIATRY**

County agrees to pay Contractor per psychiatrist:

#### **Fiscal Year 2025/2026 (July 1, 2025 – June 30, 2026)**

\$2,080- \$2,560 per day at the rate of \$260 - \$320 per hour for an eight-hour day. The rates will be approved by the County prior to the Psychiatrist providing coverage.

If psychiatrist works less than 8 hours during any day, then at the rate of \$260 - \$320 per hour for hours worked on site.

#### **Fiscal Year 2026/2027 (July 1, 2026 – June 30, 2027)**

\$2,240- \$2,720 per day at the rate of \$280 - \$340 per hour for an eight-hour day. The rates will be approved by the County prior to the Psychiatrist providing coverage.

If psychiatrist works less than 8 hours during any day, then at the rate of \$280 - \$340 per hour for hours worked on site.

#### **Fiscal Year 2027/2028 (July 1, 2027 – June 30, 2028)**

\$2,400 - \$2,880 per day at the rate of \$300 - \$360 per hour for an eight-hour day. The rates will be approved by the County prior to the Psychiatrist providing coverage.

If psychiatrist works less than 8 hours during any day, then at the rate of \$300 - \$360 per hour for hours worked on site.

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

**\$400 per hour for work over eight hours per day.**

**\$750 for each weeknight that psychiatrist is scheduled by County to remain on call.**

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

**\$1,000 for each weekend that psychiatrist is scheduled by County to remain on call.**

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

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

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

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



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

## TELEPSYCHIATRY

County agrees to pay Contractor per psychiatrist:

**Fiscal Year 2025/2026 (July 1, 2025 – June 30, 2026)**

\$2,080 - \$2,560 per day at the rate of \$260 - \$320 per hour for an eight-hour day. The rates will be approved by the County prior to the Psychiatrist providing coverage.

If psychiatrist works less than 8 hours during any day, then at the rate of \$260 - \$320 per hour for hours worked on Telemedicine.

**Fiscal Year 2026/2027 (July 1, 2026 – June 30, 2027)**

\$2,240- \$2,720 per day at the rate of \$280 - \$340 per hour for an eight-hour day. The rates will be approved by the County prior to the Psychiatrist providing coverage.

If psychiatrist works less than 8 hours during any day, then at the rate of \$280 - \$340 per hour for hours worked on Telemedicine.

**Fiscal Year 2027/2028 (July 1, 2027 – June 30, 2028)**

\$2,400 - \$2,880 per day at the rate of \$300 - \$360 per hour for an eight-hour day. The rates will be approved by the County prior to the Psychiatrist providing coverage.

If psychiatrist works less than 8 hours during any day, then at the rate of \$300 - \$360 per hour for hours worked on Telemedicine.

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

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

## **PSYCHIATRIC NURSE PRACTITIONER (PNP) / PHYSICIAN'S ASSISTANT (PA)**

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

### **Fiscal Year 2025/2026 (July 1, 2025 – June 30, 2026)**

\$1,600 - \$1,760 per day at the rate of \$200 - \$220 per hour for an eight-hour day.

If PNP/PA works less than 8 hours during any day, then at the rate of \$200 - \$220 per hour for hours worked on site.

### **Fiscal Year 2026/2027 (July 1, 2026 – June 30, 2027)**

\$1,680 - \$1,840 per day at the rate of \$210 - \$230 per hour for an eight-hour day.

If PNP/PA works less than 8 hours during any day, then at the rate of \$210 - \$230 per hour for hours worked on site.

### **Fiscal Year 2027/2028 (July 1, 2027 – June 30, 2028)**

\$1,760 - \$1,920 per day at the rate of \$220 - \$240 per hour for an eight-hour day.

If PNP/PA works less than 8 hours during any day, then at the rate of \$220 - \$240 per hour for hours worked on site.

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

**\$300 per hour for work over eight hours per day.**

**\$550 for each weeknight that PNP/PA is scheduled by County to remain on call.**

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

**\$750 for each weekend that PNP/PA is scheduled by County to remain on call.** (Weekend mean 5:00PM Friday to 8:00AM Monday)

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

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

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

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

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

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

**Fiscal Year 2025/2026 (July 1, 2025 – June 30, 2026)**

\$1,600 - \$1,760 per day at the rate of \$200 - \$220 per hour for an eight-hour day

If PNP/PA works less than 8 hours during any day, then at the rate of \$200 - \$220 per hour for hours worked on telemedicine.

**Fiscal Year 2026/2027 (July 1, 2026 – June 30, 2027)**

\$1,680 - \$1,840 per day at the rate of \$210 - \$230 per hour for an eight-hour day

If PNP/PA works less than 8 hours during any day, then at the rate of \$210 - \$230 per hour for hours worked on telemedicine.

**Fiscal Year 2027/2028 (July 1, 2027 – June 30, 2028)**

\$1,760 - \$1,920 per day at the rate of \$220 - \$240 per hour for an eight-hour day

If PNP/PA works less than 8 hours during any day, then at the rate of \$220 - \$240 per hour for hours worked on telemedicine.

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

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

## PSYCHOLOGIST

County agrees to pay Contractor per Psychologist:

### **Fiscal Year 2025/2026 (July 1, 2025 – June 30, 2026)**

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

If psychologist works less than 8 hours during any day, then at the rate of \$150 - \$200 per hour for hours worked on site.

### **Fiscal Year 2026/2027 (July 1, 2026 – June 30, 2027)**

\$1,280 - \$1,680 per day at the rate of \$160 - \$210 per hour for an eight-hour day. The rates will be approved by the County prior to the Psychologist providing coverage.

If psychologist works less than 8 hours during any day, then at the rate of \$160 - \$210 per hour for hours worked on site.

### **Fiscal Year 2027/2028 (July 1, 2027 – June 30, 2028)**

\$1,360 - \$1,760 per day at the rate of \$170 - \$220 per hour for an eight-hour day. The rates will be approved by the County prior to the Psychologist providing coverage.

If psychologist works less than 8 hours during any day, then at the rate of \$170 - \$220 per hour for hours worked on site.

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

### **\$350 for each weeknight that psychologist is scheduled by County to remain on call.**

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

### **\$450 for each weekend that psychologist is scheduled by County to remain on call.**

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

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

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

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

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

## **LICENSED CLINICAL SOCIAL WORKER**

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

### **Fiscal Year 2025/2026 (July 1, 2025 – June 30, 2026)**

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

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

### **Fiscal Year 2026/2027 (July 1, 2026 – June 30, 2027)**

\$1,040 - \$1,280 per day at the rate of \$130 - \$160 per hour for an eight-hour day. The rates will be approved by the County prior to the LCSW providing coverage.

If LCSWS works less than 8 hours during any day, then at the rate of \$130 - \$160 per hour for hours worked on site.

### **Fiscal Year 2027/2028 (July 1, 2027 – June 30, 2028)**

\$1,120 - \$1,360 per day at the rate of \$140 - \$170 per hour for an eight-hour day. The rates will be approved by the County prior to the LCSW providing coverage.

If LCSWS works less than 8 hours during any day, then at the rate of \$140 - \$170 per hour for hours worked on site.

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

**\$350 for each weeknight that LCSW is scheduled by County to remain on call.** (Weeknight shall mean from 5:00PM Monday to 8:00AM Tuesday, 5:00PM Tuesday to 8:00AM Wednesday, 5:00PM Wednesday to 8:00AM Thursday, and 5:00PM Thursday to 8:00AM Friday)

**\$450 for each weekend that LCSW is scheduled by County to remain on call.** (Weekend mean 5:00PM Friday to 8:00AM Monday)

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

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

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

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

*End of Exhibit A*



Exhibit B  
**COMPLIANCE AND PROGRAM INTEGRITY**

**Evidence of Contractual Compliance**

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

**Exclusions Checks**

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

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

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

**Ownership Disclosure**

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

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

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

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

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

### **Business Transactions Disclosure**

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

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

///

### **Persons Convicted of Crimes Disclosure**

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

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

### **Criminal Background Checks**

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

*End of Exhibit B*

**E-Contract Review**  
**Approval as to Form**

Department Name: Health Services Agency

Vendor Name: Locumtenens.com LLC

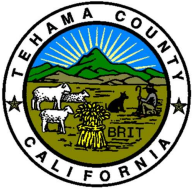
Contract Description: For the purpose of locating and arranging locum tenens

APPROVED AS TO FORM:



Date: 06/09/2025

Office of the Tehama County Counsel  
Margaret Long, County Counsel



# Tehama County

## Agenda Request Form

File #: 25-1140

Agenda Date: 7/1/2025

Agenda #: 7.

### HEALTH SERVICES AGENCY / MENTAL HEALTH

#### Requested Action(s)

a) AGREEMENT - Request approval and authorization for the Executive Director to sign the Amendment No. 2 to the Misc. Agreement 2024-198 (as amended by Misc. Agree. 2025-040) with Willow Glen Care Center, a California corporation, for the purpose of providing community residential treatment services, thereby amending the rates set forth in Exhibit "E" to include the rates for Fiscal Year 25/26, with a maximum compensation not to exceed \$1,600,000 in any fiscal year, effective 7/1/24 and shall terminate 6/30/26 (*Subject to receipt of required insurance documentation*)

#### Financial Impact:

There is no change to the maximum compensation amount. Costs of services will be paid for with Mental Health Realignment funds and/or Mental Health Services Act dollars allocated for medically necessary services. Budget unit 40131 for Mental Health. There is no impact to the general fund.

#### Background Information:

Misc. Agreement 2024-198 was reviewed and approved by the Board of Supervisors on 6/25/24. Amendment No. 1 (Misc. Agreement 2025-040) increased the maximum compensation amount by \$500,000 per fiscal year. This Amendment No. 2 updates the Exhibit E to include the rates for FY 25/26. This amendment does not change the maximum compensation amount.

The Willow Glen Care Center facility has seen a steady increase in utilization by the County for patient care over the years. This facility provides placement for both clients who need long term residential treatment services and for mentally ill adults requiring a step down from a higher level of acute psychiatric care. If the amendment is approved, it will allow for the use of appropriate level facilities by Tehama County Mental Health clients. If the amendment is not approved, clients who could be served by Willow Glen Care Center would not be able to be placed there and the Department would need to find another comparable facility to place clients. This could result in clients being placed at further distances and cause disruptions and delays for needed services.

**AMENDMENT#2  
TO THE AGREEMENT BETWEEN THE COUNTY OF TEHAMA  
AND  
WILLOW GLEN CARE CENTER**

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This Amendment #2 to Agreement Number 2024-198, dated June 10, 2024, by and between the County of Tehama, through its Health Services Agency ("County") and Willow Glen Care Center, a California corporation (Contractor) for the purpose of providing community residential treatment services shall be amended as follows:

**Exhibit E will be amended to include the following updated rates for Fiscal Year 2025-2026 as set forth on pages 2 and 3 of this amendment.**

It is mutually agreed that all other terms and conditions of Agreement # 2024-198, as amended by Amendment #1 (Misc. Agreement #2025-040) shall remain in full force and effect.

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

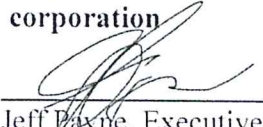
Date: 6-16-25

**COUNTY OF TEHAMA**

  
Jayme S. Bottke, Executive Director

Date: 6.9.25

**WILLOW GLEN CARE CENTER a California corporation**

  
Jeff Payne, Executive Officer

105571  
Vendor Number

55407 & 55400  
Budget Account Number



Exhibit E


## FEE SCHEDULE

Willow Glen Care Center

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

**Memo**

TO: Mental Health Directors/Contract Managers

FROM: Jeff Payne, Executive Director 

DATE: April 7, 2025

RE: FY '25/'26 Rate

Willow Glen Care Center is pleased to report that it is completing its twenty-ninth year of service to the Counties in northern and central California. As we prepare for FY '25/'26, we continue to adhere to the original goal of providing the highest quality of care and programming at the lowest possible cost to the County.

The rates below reflect the proposed rate changes for FY '25/'26. The rate increases for programs represent projected market-appropriate increases to general supplies, food, and other costs of living.

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

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

**Board and Care Facilities**

Alpine House (Weaverville, CA)	\$268 a day
Casa Del Rio (Hanford, CA)	\$210 a day
Trinity Pines (Chico, CA)	\$248 a day
Lighthouse (Eureka, CA)	\$220 a day

Redwood Creek (Willits, CA)	13 – 16 clients at \$225 a day
	10 – 12 clients at \$270 a day
	7 – 9 clients at \$340 a day
	0 – 6 clients at \$365 a day

Willow Glen/Rosewood (Yuba City, CA)	85 – 100 clients at \$222 a day
	70 – 84 clients at \$247 a day
	0 – 69 clients at \$257 a day

**Crisis Residential Facility**

Hyperion (Eureka, CA)	\$600 a day
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**MHRC**

Cedar Grove MHRC (Yuba City, CA)	36 – 44 clients at \$410 a day
	31 – 35 clients at \$430 a day
	0 – 30 clients at \$470 a day

Sequoia Psychiatric Treatment Center (Yuba City, CA)	\$435 a day
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Residential Services/Board and Care as of 7/1/25

Cedar Grove

\$850 a month

Sequoia Psychiatric Treatment Center

\$850 a month

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

Bed-Hold rates shall be paid at the same daily rate as if the client were present in the facility, as established by the FY '25/'26 rate schedule.

Multi-year contracts should include additional increases of \$10 per day at each facility, for each year beyond FY '25/'26, to help offset future expected increases to the organization's expenses.

The new Rate Schedule is planned to become effective on July 1, 2025 to coincide with the renewal of the Willow Glen Care Center's contract for FY '25/'26. Rates for pre-approved one-to-one supervision and transports remain the same. If you have any questions regarding the rate change, please contact me at (530) 751-9904. We appreciate the support of all the Counties and look forward to continuing to provide the care you expect.

Thank You

*End of Exhibit E*

**E-Contract Review**  
**Approval as to Form**

Department Name: Health Services Agency

Vendor Name: Willow Glenn Center

Contract Description: For the purpose of providing community residential  
services

APPROVED AS TO FORM:



Date: 6/5/2025

Office of the Tehama County Counsel  
Margaret Long, County Counsel

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

---

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

**3. COMPENSATION**

Contractor shall be paid in accordance with the rates set forth in the Fee Schedule, attached hereto as Exhibit “E” after satisfactorily completing the duties described in this Agreement. The total compensation payable to Contractor under this agreement shall not exceed \$1,600,000 in any one fiscal year (July-June). The Maximum Compensation payable under this Agreement shall not exceed \$3,200,000. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, director or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

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

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

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

Date: 1-30-25 Jayme S. Bottke  
Jayme S. Bottke, Executive Director

Date: 1/22/25 Jeff Payne  
WILLOW GLEN CARE CENTER a California  
corporation  
Jeff Payne, Executive Officer

105571  
Vendor Number

55407 & 55400  
Budget Account Number

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


## Exhibit E

### FEE SCHEDULE

## **Willow Glen Care Center**

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

## **Memo**

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

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

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

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

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

### **Board and Care Facilities**

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

### **MHRC**

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

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

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



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

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

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

Thank You

*End of Exhibit E*

**E-Contract Review**  
**Approval as to Form**

Department Name: Health Services Agency

Vendor Name: Willow Glen Care Center

Contract Description: For the purpose of community residential treatment  
services

APPROVED AS TO FORM:



Office of the Tehama County Counsel  
Margaret Long, County Counsel

Date: 1/15/2025



## Tehama County Minutes Certification

File Number: 25-0144

Enactment Number: MISC. AGR 2025-040

#### 4. HEALTH SERVICES AGENCY / MENTAL HEALTH 25-0144

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

Enactment No: MISC. AGR 2025-040

Approval of the Consent Agenda.

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

**RESULT:** APPROVED THE CONSENT AGENDA

**MOVER:** Tom Walker

**SECONDER:** Greg Jones

**AYES:** Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

I, SEAN HOUGHTBY, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on 2/11/2025.

Attest:

A handwritten signature in black ink, appearing to read "Sean Houghtby", written over a horizontal line.

Deputy

February 20, 2025

Date Certified

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

---

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

**1. RESPONSIBILITIES OF CONTRACTOR**

During the term of this agreement, Contractor shall:

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

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

**2. RESPONSIBILITIES OF THE COUNTY**

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

**3. COMPENSATION**

Contractor shall be paid in accordance with the rates set forth in the Fee Schedule, attached hereto as Exhibit “E” after satisfactorily completing the duties described in this Agreement. The total compensation payable to Contractor under this agreement shall not exceed \$1,100,000 in any one fiscal year (July-June). The Maximum Compensation payable under this Agreement shall not exceed \$2,200,000. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, director or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

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

#### **4. BILLING AND PAYMENT**

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

#### **5. TERM OF AGREEMENT**

This agreement shall commence on July 1, 2024, and shall terminate June 30, 2026, unless terminated in accordance with section 6 below.

**6. TERMINATION OF AGREEMENT**

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

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

**7. ENTIRE AGREEMENT; MODIFICATION**

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

**8. NONASSIGNMENT OF AGREEMENT**

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

**9. EMPLOYMENT STATUS**

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



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

#### **10. INDEMNIFICATION**

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

#### **11. INSURANCE**

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

#### **12. PREVAILING WAGE**

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

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

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

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

### **13. NON-DISCRIMINATION**

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

#### **14. GREEN PROCUREMENT POLICY**

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

#### **15. COMPLIANCE WITH LAWS AND REGULATIONS**

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

#### **16. LAW AND VENUE**

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

#### **17. AUTHORITY**

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

#### **18. NOTICES**

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

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

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

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

**19. NON-EXCLUSIVE AGREEMENT**

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

**20. STANDARDS OF THE PROFESSION**

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

**21. LICENSING OR ACCREDITATION**

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

**22. RESOLUTION OF AMBIGUITIES**

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

**23. NO THIRD-PARTY BENEFICIARIES**

Neither party intends that any person shall have a cause of action against either of them as a third-party beneficiary under this Agreement. The parties expressly acknowledge that is not their

intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

#### **24. HAZARDOUS MATERIALS**

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

#### **25. HARASSMENT**

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

#### **26. EXHIBITS**

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

#### **27. FINANCIAL RELATIONSHIPS.**

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

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

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

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

## **28. FINANCIAL RECORDS.**

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

## **29. REPORTING.**

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

## **30. RECORDS.**

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



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

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

### **31. MONITORING.**

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

### **32. CODE OF CONDUCT.**

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

#### **PURPOSE**

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

#### **CODE OF CONDUCT – General Statement**

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

#### **CODE OF CONDUCT**

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

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

### **33. HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA)**

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

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

### **34. CULTURAL COMPETENCY.**

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

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

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

**35. CONFIDENTIALITY OF PATIENT INFORMATION.**

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

**36. PERSONNEL**

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

**37. COMPLIANCE AND PROGRAM INTEGRITY:**

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

**38. TELECOMMUNICATION FOR ASSESSMENTS OF CLIENTS:**

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

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

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

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

**40. TRAFFICKING VICTIMS PROTECTION ACT OF 2000**

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

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

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

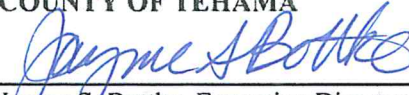
**42. HATCH ACT**

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

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

Date: 6-10-24

COUNTY OF TEHAMA

  
Jayme S. Bottke, Executive Director

WILLOW GLEN CARE CENTER, a California corporation

Date: 6/7/24

  
Jeff Payne, Executive Director

105571  
Vendor Number

55407 & 55400  
Budget Account Number

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



## Exhibit A

### **INSURANCE REQUIREMENTS FOR CONTRACTOR**

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

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

#### Automobile Liability

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

#### Workers' Compensation

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

#### Professional Liability (Contractor/Professional services standard agreement only)

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

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

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

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

#### Endorsements: Additional Insureds

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

The certificate holder shall be “County of Tehama.”

#### Deductibles and Self-Insured Retentions

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

#### Primary Insurance Coverage

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

#### Coverage Cancellation

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

### Acceptability of Insurers

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

### Subcontractors

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

### Material Breach

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

### Policy Obligations

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

### Verification of Coverage

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

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

Exhibit B  
**PROGRAM DESCRIPTIONS**

**Willow Glen Care Center**

**Introduction**

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

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

**Mission Statement**

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

**IRC Program**

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

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

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

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

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

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

The IRC Behavioral Management methods include:

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

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

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

### **IRC Program Goals**

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

### **Evaluation and Resident Care**

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

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

## **Medical and Emergency Care Access**

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

## **Pharmacy Services**

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

## **Rehabilitation Services**

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

## **Staffing**

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

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

## **Facility**

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



## **Sequoia Psychiatric Treatment Center**

### **Program Overview**

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

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

### **Program Goals and Objectives**

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

### **Program Services**

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

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

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

### **Clinical Program Elements**

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

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

### **Rehabilitation Elements**

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

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

### **Philosophy**

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

### **Facility**

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

## **Trinity Pines**

### **Introduction**

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

### **Program Goals**

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

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

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

Services are provided at progressive levels:

#### **1. Pre-Admission Assessments and Contact**

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

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

#### **2. Consumer Orientation**

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

### 3. Skill Assessments

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

### 4. Individualized Community Integration Plan

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

### 5. Skill Building/Practice

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

### 6. Individualized Community Integration Plan Review

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

### 7. Community Integration

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

## **Program Components**

### 1. Independent Living Skills

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

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

## 2. Wellness and Recovery

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

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

## 3. Communication and Social Skills

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

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

## 4. Pre-Vocational Skills

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

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

## 5. Family Involvement

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

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

## **Documentation**

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

Written assessment upon admission include:

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

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

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

## **Basic Services**

### **1. Basic General Services**

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

### **2. Basis Personal Services**

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



### **Staff Requirements and Staff Training**

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

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

### **Transportation**

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

### **Facility**

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

*End of Exhibit B*

Exhibit C

**ADMISSION/DISCHARGE CRITERIA**

1. INCLUSIONS:

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

2. EXCLUSIONS:

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

3. DISCHARGE:

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

*End of Exhibit C*

Exhibit D

**MONTHLY PATIENT BILLING STATEMENT**

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

1. FACILITY INFORMATION:

*Facility Name/Phone No.:*

*Facility Address:*

2. PATIENT INFORMATION:

Patient name: \_\_\_\_\_

1. Number of days services rendered: \_\_\_\_\_

a. Dates of service: from \_\_\_\_\_ to \_\_\_\_\_

2. Program Description \_\_\_\_\_

3. Negotiated Rate \$ \_\_\_\_\_

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


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

Exhibit E  
**Fee Schedule**

**Willow Glen Care Center**

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

**Memo**

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

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

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

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

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

**Board and Care Facilities**

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

**MHRC**

Cedar Grove MHRC (Yuba City, CA)	36 – 44 clients at \$385 a day 31 – 35 clients at \$405 a day 0 – 30 clients at \$435 a day
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Sequoia Psychiatric Treatment Center (Yuba City, CA)	\$410 a day
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**Residential Services/Board and Care as of 7/1/24**

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

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

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

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

Thank You

*End of Exhibit E*

## Exhibit F

### **COMPLIANCE AND PROGRAM INTEGRITY**

#### **Evidence of Contractual Compliance**

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

#### **Exclusions Checks**

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

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

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

#### **Ownership Disclosure**

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

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

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



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

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

#### **Business Transactions Disclosure**

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

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

#### **Persons Convicted of Crimes Disclosure**

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

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

### **Criminal Background Checks**

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

End of Exhibit F

**E-Contract Review**  
**Approval as to Form**

Department Name: Health Services Agency

Vendor Name: Willow Glen Care Center

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

APPROVED AS TO FORM:

Date: 06/07/2024



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



# Tehama County

## Minutes Certification

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

**File Number: 24-905**

**Enactment Number: MISC. AGR 2024-198**

### HEALTH SERVICES AGENCY / MENTAL HEALTH

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

Enactment No: MISC. AGR 2024-198

**RESULT:** APPROVED THE CONSENT AGENDA

**MOVER:** Matt Hansen

**SECONDER:** William Moule

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

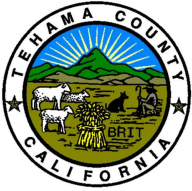
I, JENNIFER VISE, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on 6/25/2024.

**Attest:**

*Jennifer Vise*

**July 02, 2024**

**Date Certified**



# Tehama County

## Agenda Request Form

File #: 25-1141

Agenda Date: 7/1/2025

Agenda #: 8.

### HEALTH SERVICES AGENCY / MENTAL HEALTH

#### Requested Action(s)

a) AGREEMENT - Request approval and authorization for the Executive Director to sign the Agreement with Restpadd Inc., for the purpose of providing Psychiatric Inpatient Services for the rates as set forth in Exhibit "B" with maximum compensation not to exceed \$2,400,000 effective 7/1/25 and terminate 6/30/29 (*Subject to receipt of required insurance documentation*)

#### Financial Impact:

Costs of services will be paid for with Mental Health Realignment funds and/or Mental Health Services Act dollars allocated for medically necessary services. Budget unit is 40131 for Mental Health. There is no impact to the general fund.

#### Background Information:

This is a renewal agreement with Restpadd, Inc. to provide medically necessary psychiatric services to Tehama County residents. Although the County has multiple contracts with facilities for 5150 holds, there has been a significant decline over time in the number of psychiatric inpatient beds available in California. It is the County's responsibility to find beds for individuals on a 5150 hold. The further away from Tehama County that psychiatric inpatient beds are located, the more disruptive the treatment is and the harder it is for both the individual experiencing the psychiatric crisis and their family members to resolve the crisis.

This contract provides Tehama County with a local resource for those experiencing a psychiatric crisis. The Department is fortunate to utilize this more conveniently located facility as it decreases use of other contracted facilities that are further away from Tehama County. Additionally, there are some budget savings due to decreased cost of transportation and reduced staff time involved. All services are provided with prior written authorization from Tehama County.

## **AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND RESTPADD, INC.**

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This agreement is entered into between the County of Tehama, through its Health Services Agency, ("County") and Restpadd, Inc., a California S-corporation ("Contractor") for the purpose of providing Psychiatric Inpatient Services.

### **1. DEFINITIONS**

General Meaning of Words and Terms. The words and terms used in this Agreement are intended to have their usual meanings unless a particular or more limited meaning is associated with their usage in Welfare and Institutions Code sections 5000 et seq. or 14000 et seq. or the associated regulations contained in Titles 9 and 22 of the California Code of Regulation, or unless specifically defined in this Agreement:

"Beneficiary" or "County Patient" means those Tehama County residents referred to Contractor by County for services hereunder, including but not limited to persons described in California Code of Regulations, title 9, section 1810.205.

"County Mental Health Director" means County's Director of Mental Health or his or her designated representative.

" Psychiatric Inpatient Services" means medically necessary clinical, medical, and ancillary services that are generally recognized and accepted for the diagnosis and treatment of a behavioral disorder or psychological injury, including but not limited to:

- a. Semi-private room accommodations including bed, board, and related services.
- b. 24-hour nursing care.
- c. Pharmaceuticals and biologicals.
- d. Dietary services.
- e. Medical and psychiatric evaluations and psychological and social assessments.
- f. Crisis intervention services.
- g. Administration and supervision of the clinical use of psychotropic medications.



- h. Individual and group psychotherapy.
- i. Art, recreational, and vocational therapy.
- j. Clinical laboratory services.
- k. Social services.
- l. Services of psychiatrist and/or psychologist under contract by Provider for a Short-Doyle Indigent.
- m. Services of psychiatrist and/or psychologist not included in the provisions for managed Medi-Cal Beneficiaries.
- n. Supplies, appliances, and equipment.
- o. Any other "Psychiatric Inpatient Hospital Services" as defined in Cal. Code Regs., title 9, § 1810.350.
- p. Discharge planning.

"Medi-Cal" means that comprehensive program of medical assistance established by the Medi-Cal Act, as contained in the California Welfare and Institutions Code sections 14000, et seq., including any amendments and administrative regulations promulgated under and pursuant to this law.

"Medically necessary" and Medical Necessity" shall have the meaning set forth in California Code of Regulations, title 9, section 1820.205, and shall be determined by County in consultation with Contractor.

"Day of Service" means the period beginning at 12:01 a.m. continuing for 24 consecutive hours or any portion thereof.

"WIC" means an acronym for the California Welfare and Institutions Code.

## **2. RESPONSIBILITIES OF CONTRACTOR**

During the term of this agreement, Contractor shall provide medically necessary voluntary and involuntary Psychiatric Inpatient Services to County Patients. Such services shall be provided in accordance with the Lanterman-Petris-Short Act and all other rules and regulations pertaining to and regulating such services. Except for "emergency admissions" subject to Cal. Code Regs., title 9, section 1820.225, Contractor shall provide only those services for which a written

authorization from the County has been received. As an express condition to compensation hereunder, Contractor shall notify County within 24 hours of the time that any County patient presents for “emergency admission” under Cal. Code Regs., title 9, section 1820.225. Any other services provided without prior written authorization from the County will be the responsibility of the Contractor and will not be reimbursed by the County.

Contractor performance provisions:

A. Services Provided by Contractor.

- (1) Contractor assumes full responsibility for provision of all psychiatric inpatient hospital services in accordance with regulations adopted pursuant to Section 5775, et seq., and 14680, et seq., of the Welfare and Institutions Code. Contractor agrees to accept as payment in full for these psychiatric inpatient services from County and the California Department of Health Care Services as provided in Section 3 of this Agreement.
- (2) Contractor shall at its own expense provide and maintain facilities and professional, allied, and supportive medical and paramedical personnel, including any necessary physician services, to provide all necessary and appropriate psychiatric inpatient hospital services.
- (3) Contractor shall at its own expense provide and maintain the organizational administrative capabilities to carry out its duties and responsibilities under this Agreement and all applicable statutes and regulations pertaining to Medi-Cal providers.

B. Licensure and Certification.

- (1) Contractor hereby represents and warrants that it is currently and for the duration of this Agreement shall remain licensed as an acute care hospital or acute psychiatric hospital in accordance with Section 1250 et seq., of the Health and Safety Code and the licensing regulations contained in Title XXII and XVII of the California Code of Regulations.

- (2) Contractor hereby represents and warrants that it is currently and for the duration of this Agreement shall remain certified under Title XVIII of the Federal Social Security Act.
- (3) Contractor agrees that compliance with its obligations to remain licensed as a general acute care hospital or acute psychiatric hospital as provided in B.1. above and certified under the Federal Social Security Act as provided in B.2. above shall be express conditions precedent to maturing the County's payment obligations under Sections 3 and 4 of this Agreement.

C. Services Neither Covered Nor Compensated.

- (1) County shall not be obligated to compensate Contractor pursuant to this Agreement for any services that are not covered under one (or more) of the following programs:
  - a. Short-Doyle;
  - b. Medi-Cal Mental Health;
  - c. Mental Health Services Act;
  - d. County Medical Services Program (Services covered under this program are compensable hereunder only if such compensation is specifically pre-approved by County on a case-by-case basis.)

D. Availability of Services.

- (1) Contractor shall not differentiate or discriminate in the treatment of Medi-Cal beneficiaries, nor shall Contractor discriminate on the basis of race, religion, sex, physical or mental disability, age, or sexual orientation.
- (2) Contractor shall render services to beneficiaries in the same manner and in accordance with the same time availability as offered Contractor's other patients except as limited by existing Medi-Cal restrictions.

E. Service Location. Psychiatric inpatient hospital services rendered pursuant to this Agreement shall be rendered at the following facilities:

Restpadd Inc.  
2750 Eureka Way  
Redding, CA 96001

- F. Utilization Controls. County shall not be obligated to pay Contractor for any services provided to a beneficiary unless Contractor adheres to all utilization controls and obtains authorization for services in accordance with Medi-Cal policy and procedures as defined in Title XXII, State Fiscal Intermediary Provider Manual and bulletins and as specifically modified by County.
- G. Services Authorization. Contractor and County acknowledge that County's responsibilities under this Agreement and governing legislation and regulations require that Contractor consult with County concerning potential patients who may be eligible for services under the terms of this Agreement. Therefore, in order to exercise its duties hereunder, County requires that the Contractor provide consultation with County concerning those patients not referred to Contractor by County so that County can determine medical necessity, appropriateness of admission, length of proposed services. Contractor shall provide such consultation by contacting County prior to admission of a patient who Contractor believes is eligible for, in a need of, contracted services in all cases in which the County staff is not the source of the referral. Except for "emergency admissions" subject to California Code of Regulations, title 9, section 1820.225, services provided without prior written authorization from the County will be the responsibility of the Contractor and will not be reimbursed by the County.
- H. Utilization Controls Compliance by Contractor as Condition Precedent to County Payment Obligation. As expressed conditions precedent to any County payment obligation under the terms of this Agreement, Contractor shall adhere to the County's Quality Management Plan including utilization controls, State Department of Health Care Services Letters, Notices, as well as Sections 5777(g) and 5777(8)(n) of the Welfare and Institutions Code and regulations adopted pursuant thereto.

- I. Hospital Liason. Contractor shall designate in writing a person to act as agent and liason to County. Such person shall coordinate all communications between the parties. The written designation of such agent shall constitute full authorization to bind Contractor as principal in dealings with County.
- J. Quality of Care. As an expressed condition pursuant to any County payment under the terms of this Agreement, the Contractor shall:
- (1) Assure that any and all eligible beneficiaries receive care as required by Section 5777, et seq., and 14680, et seq., of the Welfare and Institutions Code.
  - (2) Take such actions as required by Contractor's Medical Staff Bylaws against Medical Staff members who violate those bylaws.
  - (3) Provide psychiatric inpatient hospitalization in the same manner to beneficiaries as it provides to all patients to whom it renders psychiatric inpatient services. Beneficiaries will not be discriminated against in any manner, including admission practices, placement in special wings or rooms, or provision of special or separate meals.
  - (4) Ensure that all beneficiaries are provided with the rights set forth in 42 C.F.R. § 438.100.
- K. Assumption of Risk. The Contractor shall bear total risk for the cost of psychiatric inpatient services rendered to each beneficiary covered in this Agreement. The Contractor covenants to accept as payment in full for the psychiatric inpatient hospital services described herein, the payments made by County pursuant to Section 4 of this Agreement.

Contractor shall be liable for State Department of Health Care Services audit exceptions due to inadequate documentation as per medical necessity requirements and shall reimburse County for any recoupments ordered by the State within sixty (60) days of the date of the State or County's

notice of such recoupment order. If Contractor fails to reimburse County within such period, County may offset the unpaid amount against any sums due from County to Contractor pursuant to this agreement or any other agreement of obligation.

### **3. RESPONSIBILITIES OF THE COUNTY**

County will determine the appropriateness of admission to psychiatric inpatient care based on published medical necessity criteria. County may place either male or female patients at Contractor's facilities.

At County's own expense, County will transport County Patients from County to the Contractor's facility for admitting purposes and from the hospital back to County upon discharge of County Patients.

County will be responsible for determining the eligibility of County Patients for the services available under this Agreement. Contractor will not presume that any person claiming County sponsorship is County's responsibility until County has verified the person's eligibility and accepted financial responsibility and notified Contractor that the person is eligible.

County hereby designates Restpadd, Inc. in Redding, California as facilities for seventy-two (72) hour treatment and evaluation and for intensive treatment pursuant to Welfare and Institutions Code sections 5150 and 5250, subject to all the terms and conditions related to this designation. The professional person in charge of these facilities shall, and hereby does, designate the licensed staff members of County's Mobile Crisis Team to perform preadmission assessments in accordance with Welfare and Institutions Code section 5151.

County shall compensate Contractor at the rate set forth in Section 4 of this agreement for the services described in Section 1.

### **4. COMPENSATION**

County shall compensate Contractor for services rendered pursuant to the rates established in Exhibit B attached hereto and made a part hereof. The total Maximum Compensation payable to Contractor under this agreement shall not exceed \$2,400,000. 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.

## **5. BILLING AND PAYMENT**

- A. Contractor shall submit all claims for reimbursement under the Agreement within forty five (45) days after the services for which reimbursement is claimed are rendered. County shall be obligated to pay only for services properly invoiced in accordance with this section. County shall make payment within 45 days of the date the services were approved for payment.
- B. County shall compensate Contractor based on: (1) the actual number of beneficiaries authorized by the County; (2) the actual number of days the Contractor provides each beneficiary; and (3) the rate(s) set forth in Exhibit B.
- C. County is the payor of last resort. Contractor shall make every reasonable effort to obtain all available Medi-Cal and Medicare benefits and any other third party or private insurance or reimbursement for which clients served hereunder may be eligible to receive for provision of Psychiatric Inpatient Services. Obtaining verification of patient eligibility for coverage under the Medicare or other reimbursement programs or insurance is the responsibility of the Contractor. County does not assume responsibility for such certification procedures. All revenues received from any such third-party payor shall be considered as payment in full. Any claims billable to third-party payor that are denied due to Contractor's inability to submit claims in a timely and complete manner are the responsibility of the Contractor and not billable to the County.
- D. Contractor will bill CMSP for all services provided to clients eligible for CMSP. For clients referred by County, County will cover any days authorized by County after CMSP benefit is exhausted at the rates established in Exhibit B.

- E. Contractor shall be liable for State Department of Health Care Services audit exceptions due to inadequate documentation as per medical necessity requirements and shall reimburse County for any recoupments ordered by the State within sixty (60) days of the date of the State or County's notice of such recoupment order. If Contractor fails to reimburse County within such period, County may offset the unpaid amount against any sums due from County to Contractor pursuant to this agreement or any other agreement of obligation.
- F. Contractor shall provide County with an annual Cost Report in the format prescribed by the State Department of Health Care Services. This Cost Report may be considered in establishing the negotiated rate for future years of this agreement.
- G. Contractor shall maintain accurate accounting records of its costs and operating expenses. Such records of costs and expenditures shall be maintained for at least ten (10) years, or until audit findings are resolved, and shall be open to inspection by the Health Services Agency Director, or designee, the State Controller, and the State Director of Health Care Services or designees. Contractor shall also be subject to the examination and audit of the Auditor General for a period of three years after final payment under the contract (Government Code, Section 8546.7).
- H. When, on the basis of retrospective review, it has been determined that Contractor has failed to meet service standards or documentation standards established by the MHP and Title 9, California Code of Regulations, payment will be denied on the basis of audit exception. Payment will not be made on the basis of added, amended, or altered records presented after the date of the retrospective review.
- I. Whenever there is audit exception against the County resulting from a claim for funding for an expenditure by the Contractor that is not allowable, the County may offset reimbursement to the Contractor for the exception.

## **6. TERM OF AGREEMENT**

This agreement shall commence on July 1, 2025 and shall terminate June 30, 2029, unless terminated in accordance with section 6 below.

**7. TERMINATION OF AGREEMENT**

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

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

**8. ENTIRE AGREEMENT; MODIFICATION**

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

**9. NONASSIGNMENT OF AGREEMENT**

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

**10. EMPLOYMENT STATUS**

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

which are the subject matter of this agreement; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the County is to 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.

#### **11. INDEMNIFICATION**

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

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

#### **12. INSURANCE**

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

### **13. PREVAILING WAGE**

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. If the Services hereunder are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office and will make this information available to any interested party upon request. Contractor shall defend, indemnify, and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a “public work.” To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

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

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

**14. NON-DISCRIMINATION**

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

**15. GREEN PROCUREMENT POLICY**

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

**16. COMPLIANCE WITH LAWS AND REGULATIONS**

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

**17. LAW AND VENUE**

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

**18. AUTHORITY**

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

## **19. NOTICES**

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

If to County:	Tehama County Health Services Agency Attn: Executive Director P.O. Box 400 Red Bluff, CA 96080 (530) 527-8491
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If to Contractor:	Restpadd, Inc. Attn: Administrator 2750 Eureka Way Redding, CA 96001 (530) 262-6722
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Notice shall be deemed to be effective two days after mailing.

## **20. NON-EXCLUSIVE AGREEMENT**

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

## **21. STANDARDS OF THE PROFESSION**

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

## **22. LICENSING OR ACCREDITATION**



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

**23. RESOLUTION OF AMBIGUITIES**

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

**24. NO THIRD-PARTY BENEFICIARIES**

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

**25. HAZARDOUS MATERIALS**

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

**26. HARASSMENT**

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

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

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

## **28. QUALITY ASSURANCE**

Contractor shall notify County of any and all special incidents involving a County placement within 24 hours of the incident. All special incidents are reviewed by the County Mental Health Department’s Quality Improvement Committee and any recommendations will be forwarded both to the Executive Director of the Tehama County Health Services Agency and the Contractor’s Chief Executive Officer.

Contractor shall furnish County with a copy of its Quality Assurance Policies and Procedures and its Client Complaint/Grievance Procedure within thirty (30) days of execution of this Agreement.

## **29. PERSONNEL**

Contractor shall furnish such qualified professional personnel as prescribed in Title IX of the California Code of Regulations required for the type of services described in Section 1.

All Contractor's personnel (including independent contractors) shall have the appropriate current State licensure required for their given profession. Contractor shall provide copies of current licensure for all clinical staff to County upon County's written request.

### **30. LICENSING REQUIREMENTS**

Contractor shall comply with all necessary County or State licensing requirements and must obtain appropriate licenses and display same in a location that is reasonably conspicuous. Contractor shall abide by the Welfare and Institutions Code, section 5600 et. seq., Title IX and Title XXII of the California Code of Regulations, the State Cost Reporting/Data Collection Manual (CR/DC), and State Department of Health Care Services Policy Letters.

### **31. CULTURAL COMPETENCY**

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

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

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

### **32. CODE OF CONDUCT**

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

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

#### **CODE OF CONDUCT – General Statement**

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

#### **CODE OF CONDUCT** All TCHSA employees and contractors:

- Shall perform their duties in good faith and to the best of their ability.
- Shall comply with all statutes, regulations, and guidelines applicable to Federal health care programs, and with TCHSA's own policies and procedures.
- Shall refrain from any illegal conduct. When an employee or contractor is uncertain of the meaning or application of a statute, regulation, or guideline, or the legality of a certain practice or activity, he or she shall seek guidance from his or her immediate Supervisor, Division Director, the Quality Assurance Manager, the Compliance Auditor, the Assistant Executive Director-Programs, or the Assistant Executive Director-Administration.

- Shall not obtain any improper personal benefit by virtue of their employment or contractual relationship with TCHSA;
- Shall notify their Supervisor, Division Director, Assistant Executive Director-Administration, the Assistant Executive Director-Programs, or Agency Executive Director immediately upon receipt (at work or at home) of any inquiry, subpoena, or other agency or governmental request for information regarding TCHSA;
- Shall not destroy or alter TCHSA information or documents in anticipation of, or in response to, a request for documents by any applicable governmental agency or from a court of competent jurisdiction.
- Shall not engage in any practice intended to unlawfully obtain favorable treatment or business from any entity, physician, patient, resident, vendor, or any other person or entity in a position to provide such treatment or business.
- Shall not accept any gift of more than nominal value or any hospitality or entertainment, which because of its source or value, might influence the employee's or contractor's independent judgment in transactions involving TCHSA.
- Shall disclose to their Director any financial interest, official position, ownership interest, or any other relationship that they (or a member of their immediate family) has with TCHSA vendors or contractors.
- Shall not participate in any false billing of patients, governmental entities, or any other party.
- Shall not participate in preparation of any false cost report or other type of report submitted to the government.
- Shall not pay or arrange for TCHSA to pay any person or entity for the referral of patients to TCHSA, and shall not accept any payment or arrangement for TCHSA to accept any payment for referrals from TCHSA.
- Shall not use confidential TCHSA information for their own personal benefit or for the benefit of any other person or entity while employed at or under contract to TCHSA, or at any time thereafter.
- Shall not disclose confidential medical information pertaining to TCHSA's patients or clients without the express written consent of the patients or clients or pursuant to court order and in accordance with the applicable law and TCHSA applicable policies and procedures.

- Shall promptly report to the Compliance Auditor any and all violations or suspected violations of the Code of Conduct.
- Shall promptly report to the Compliance Auditor any and all violations or suspected violations of any statute, regulation, or guideline applicable to Federal health care programs or violations of TCHSA's own policies and procedures.
- Shall not engage in or tolerate retaliation against employees or contractors who report or suspect wrongdoing.

### **33. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

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

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

### **34. CLINICAL RECORDS**

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

If Contractor maintains an Electronic Health Record (EHR) with Protected Health Information (PHI), and an individual request a copy of such information in an electronic format, Contractor

shall provide such information in an electronic format to enable the County to fulfill its obligations under the HITECH Act, including but not limited to, 42 U.S.C. Section 17935(e) and the HIPAA regulations.

**35. MONITORING**

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

**36. TRAFFICKING VICTIMS PROTECTION ACT OF 2000**

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

**37. BYRD ANTI-LOBBYING AMENDMENT (31 USC 1352)**

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

**38. HATCH ACT**

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

**39. EXHIBITS**

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



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

Date: 6-12-25

COUNTY OF TEHAMA

Jayne S. Bottke  
Jayne S. Bottke, Executive Director

RESTPADD INC., a California S-corporation

Date: 6/10/25

Robert "Kirt" Edgar  
Robert "Kirt" Edgar, RN, BSN  
Executive Director

Jenny Wyer  
Jenny Wyer, Director of Finance

119576  
Vendor Number

## Exhibit A

### **INSURANCE REQUIREMENTS FOR CONTRACTOR**

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

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

#### Automobile Liability

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

#### Workers' Compensation

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

#### Professional Liability (Contractor/Professional services standard agreement only)

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

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

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

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

#### Endorsements: Additional Insureds

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

The certificate holder shall be “County of Tehama.”

#### Deductibles and Self-Insured Retentions

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

#### Primary Insurance Coverage

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

#### Coverage Cancellation

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

### Acceptability of Insurers

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

### Subcontractors

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

### Material Breach

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

### Policy Obligations

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

### Verification of Coverage

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

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

## Exhibit B

### **Rates – Per Patient / Per Day**

County shall pay at the all-inclusive rate of \$1,236.00 per day for Fiscal Year (FY) 2025,2026, \$1,279.00 per day for FY 2026/2027 for each County patient admitted to Contractor's facility, excluding the day of discharge.

The all-inclusive rate, as described above, is to be the only payments made by Tehama County Health Services Agency for inpatient services provided to beneficiaries hereunder.

An additional \$400 per client, per day will be charged to COUNTY for increased levels of observations (Q5 checks) or 1:1 individual care, for Indigent and Medi-Cal patients. All such services are to be coordinated with COUNTY.

The all-inclusive rate, as described above, is to be the only payments made by Tehama County Health Services Agency for inpatient services provided to beneficiaries hereunder.

### **Host County Rate Parity**

Notwithstanding any other provision of this Exhibit "B", in the event that the rates charged by Restpadd, Inc. to Shasta County are adjusted during the term of this agreement (whether increased or decreased), Contractor shall notify County within fifteen (15) days of receiving notice of such adjustment from Shasta County. Commencing thirty (30) days after County's receipt of notice from Restpadd, Inc., County shall compensate Restpadd, Inc. at rates equal to the adjusted rates charged to Shasta County.

*End of Exhibit B*

Exhibit C  
**Scope of Services**

**A. Fee for Service Access:**

Contractor will provide County access to a bed space on a first come, first serve “Fee for Service” basis. County agrees to pay the all-inclusive “fee for service” daily rate as set forth in Section 2 below from the day of admission to the day of discharge.

County is eligible to receive Med-Cal Reimbursement from the State of California, Department of Health Care Services for these bed days. County may place Adult patients at Contractor’s psychiatric health facility (PHF).

The County Adult System of Care will determine the appropriateness of placement based on clinical medical necessity criteria.

**B. Program:**

Restpadd Psychiatric Health Facility operates a Psychiatric Health Facility (PHF) providing therapeutic and rehabilitation services in a non-hospital 24-hour inpatient setting. Services are provided to individuals experiencing an acute psychiatric episode or crisis, whose physical health needs can be met by an affiliated hospital or in an outpatient setting.

The primary focus of the program is continuous diagnostic assessment of the individual’s mental health status, stabilization and maintenance of the mental health condition, improvement of patient’s functioning ability, and transitional planning with appropriate referrals. It is intended for individuals who have a qualified mental health or crisis requiring temporary care in a safe and secure environment.

Restpadd PHF plans to accept “involuntary” and “voluntary” adult patients who are referred from county mental health agencies who meet the admission criteria established for the program. All care provided by the PHF will be pre-authorized by the referring Adult System of Care and subject to utilization review criteria for medical and service necessity.

Patients will be discharged or transferred from this facility when: 1) the patient has successfully completed a treatment plan and no longer meets medical or service necessary criteria, 2) the patient no longer meets criteria for an involuntary hold, or 3) the patient needs a higher level of medical or psychiatric care. It is expected that all patients moving to a lower level of care (e.g. board and care, supervised living, etc.) would be returned to the county of origin for placement or other disposition. County of origin is responsible for transportation at time of discharge based on Medical Provider discharge plan.

Restpadd Psychiatric Health Facility has established relationships with other providers to handle medical care, health emergencies, higher levels of psychiatric care, and other referral needs.

Other than the case of a health emergency, where an urgent referral is needed, Restpadd Psychiatric Health Facility, shall obtain approval of the County contract administrator before referring and transferring the patient to a different placement.

This psychiatric program is designed for the treatment of adult patients, with primary psychiatric diagnosis. The following patients are excluded:

1. Patients who have the primary diagnosis of an eating disorder (anorexia nervosa or bulimia) as defined in Section 1254.5(b) of the California Health and Safety Code.
2. Individuals with major mental disorders will not be admitted if their treatment requires medical interventions beyond the level appropriate to a psychiatric health facility, including:
  - a. Severe withdrawals from substance abuse
  - b. Treatment for substance induced delirium and/or delirium tremens (DT)
3. Disorders caused by chronic organic brain dysfunction.
4. Behavioral, cognitive and/or physical impairment which would render the patient unable to function at a minimally acceptable level within the treatment program, such as a medically unstable patient whose safety requires treatment in a medical surgical hospital.
5. Those who meet criteria for less restrictive treatment.

#### C. Average Length of Stay

The length of stay at the Restpadd PHF is planned to meet the acute psychiatric needs of the patients referred to the program based on medical necessity. Restpadd PHF will accept both patients who meet the admission criteria for the program.

It is expected that many of the patients referred to Restpadd PHF will be on an involuntary hold, which is limited to 72 hours. These patients may receive treatment beyond that time frame if they meet continued medical necessity.

To continue treatment, a patient must either agree to be treated on voluntary basis or must be mandated to continue on an involuntary basis by the proper legal authority. In all cases, individual care will be coordinated with the County Contract Manager. Discharge planning and aftercare will be coordinated with the patient's referring agency/caseworker to ensure post-discharge placement, medication support, and social, vocational, and educational services as appropriate.

Restpadd PHF is responsible for coordinating the logistics for certification review, involuntary medication, and writ hearings. County is not responsible for providing staff for advocacy during these hearings or associated costs for these hearings.

#### D. Admission Process



Upon receipt of physician's orders and signed consent for treatment (or 5150). The patient meeting admission criteria will be completed by a licensed nurse. The physician's admission orders and the nursing assessment then guide the preliminary treatment plan.

#### E. Assessment and Evaluation Procedures

Assessment of all patients begins on admission and is integral to the treatment process. Treatment planning is individualized according to individual needs identified through assessments. Primary assessments include the following:

Psychiatric Evaluation, Medical History and Physical, Nursing Assessment, Psychosocial History, and Recreational Specialist Assessment.

As indicated by patient need, physician and treatment team assessment, the following additional assessments may be provided:

Nutrition Assessment, Other Assessments: Laboratory, radiology, MRI, EKG/EEG, CT Scan, vocational, rehabilitation and other specialized consultations are ordered on an individualized basis to assure optimal utilization of resources. In addition, physician declaration documents will be completed as necessary in preparation for Lanterman-Petris Short (LPS) court proceedings.

F. If a sudden, marked change in client's health or condition, illness, death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, Contractor shall immediately notify the County Contract Administrator, by telephone. Contractor shall promptly submit to County a written report in such form as may be required by it of all accidents which occur in connection with the performance of this Agreement. This report must include the following information:

1. Name and address of the injured or deceased person;
2. Name and address of Contractor's subcontractor, if any; and
3. Name and address of Contractor's liability insurance carrier believed to be involved;

*End of Exhibit C*

## Exhibit D

### **COMPLIANCE AND PROGRAM INTEGRITY**

#### **Evidence of Contractual Compliance**

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

#### **Exclusions Checks**

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

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

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

#### **Ownership Disclosure**

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

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

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

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

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

### **Business Transactions Disclosure**

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

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

///

### **Persons Convicted of Crimes Disclosure**

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

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

### **Criminal Background Checks**

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

*End of Exhibit D*

**E-Contract Review**  
**Approval as to Form**

Department Name: Health Services Agency

Vendor Name: Restpadd Inc.

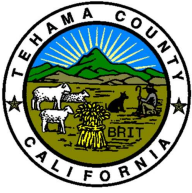
Contract Description: For the purpose of psychiatric inpatient services

APPROVED AS TO FORM:



Date: 06/10/2025

Office of the Tehama County Counsel  
Margaret Long, County Counsel



# Tehama County

## Agenda Request Form

**File #:** 25-1142

**Agenda Date:** 7/1/2025

**Agenda #:** 9.

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### HEALTH SERVICES AGENCY / SOCIAL SERVICES / PROBATION DEPARTMENT

#### **Requested Action(s)**

a) AGREEMENT - Request approval and authorization for Executive Director of Health Services, Executive Director of Social Services, Chief Probation Officer and Health Officer to sign the Health Care Program for Children in Foster Care (HCPCFC) interagency memorandum of understanding (MOU) for FY 24/25 and FY 26/27 to assure compliance with Federal and State regulations for the implementation of the Children's Medical Services (CMS) Plan

#### **Financial Impact:**

No impact to the General Fund. There is no exchange of dollars associated with this Agreement.

#### **Background Information:**

This Memorandum of Understanding (MOU) illustrates the collaboration between these three Tehama County departments within the CMS Plan. If this request is not granted, this Agreement cannot be referenced in the Child Medical Services (CMS) Plan and Budget Justification. The CMS Plan is instrumental in the allocation of funds received by TCHSA for the California Children's Services (CCS) program and the Health Care Program for Children in Foster Care (HCPCFC).

While this MOU has been executed for several years between the County Departments, the State delayed moving forward with this three-year cycle while changes to the program were being developed due to the sunset of the Child Health and Disability Prevention (CHDP) Program. The newly revised HCPCFC manual wasn't completed until March of 2025. This caused a substantial delay resulting in the updated MOU coming forward about nine (9) months later than usual.

## Health Care Program for Children in Foster Care (HCPFCF)

### Memorandum of Understanding

In providing these services, the Public Health Nurse (PHN) administratively coordinates the health care needs of children in foster care, including their developmental, dental and mental health needs. The PHN supports adherence to the health assessment periodicity schedule specified in the American Academy of Pediatrics (AAP) Bright Futures Health Assessment Guidelines, ensures that identified health needs are monitored, and supports continuity of health care services. The PHN/Social Worker updates the Child Welfare Services/Case Management System (CWS/CMS) Health and Education Passport, including prescribed medications, and shares medical information where appropriate. The PHN consults with physicians and other medical and non-medical professionals regarding the health and wellbeing of children in foster care and in coordinating appropriate medical treatment.

Areas of Responsibility for Health Care Program for Children in Foster Care (HCPFCF) Public Health Nurses (PHNs)/Registered Nurses (RN) and Child Welfare Service (CWS) Agency Social Workers (SW) and Probation Officers (PO) is subject to each agency's existing legal authority and all applicable laws, including confidentiality laws, include the following:

County/City: **Tehama County**

Effective Dates: **07/01/2024– 06/30/2027**

General	
HCPFCF Responsibilities	Child Welfare/Probation Responsibilities
<ul style="list-style-type: none"> <li>Will be located in the CWS Agency office and work collaboratively as a member of the Child Welfare/Probation (CW/P) team.</li> <li>Share available information with the appropriate CW/P team member(s) via CWS/CMS, upon request, and routinely as defined by local Policy and Procedure (P&amp;P).</li> <li>Participate in locally applicable multi-disciplinary team meetings, such as Child and Family Teams, as appropriate.</li> <li>Collaborate, as appropriate per program, local, state, and federal requirements, with other entities providing services to the program</li> </ul>	<ul style="list-style-type: none"> <li>Provide location for PHN/RN in the CWS Agency office. Work collaboratively with HCPFCF, as a member of the team. HCPFCF is authorized to access protected health information (PHI) by WIC 5328.04 and Civil Code 56.103.</li> <li>Must share all available health records including medical, dental, developmental, and behavioral and other health care services, such as Enhanced Case Management as defined by WIC 5328.04 records and information.</li> <li>Include HCPFCF PHNs in locally applicable team meetings and communication, such as Child and</li> </ul>



<p>assigned child or youth, enable complementing coordination of services provided and prevent duplication of services.</p> <ul style="list-style-type: none"> <li>• Provide monitoring and oversight of health-related services provided to children and youth assigned to a HCPCFC PHN including care coordination, provided by other entities such as Managed Care Plans, CCS, etc. Program documentation and information sharing requirements remain applicable, while the HCPCFC team is providing oversight of care coordination and management provided by other entities. HCPCFC serves as a conduit to CW/P, to identify pertinent information that may not be apparent to those without access to CW/P records and procedures, and to assess that the health aspects of the preferred CW/P documentation system remain accurate and up to date, including provider contact information and associated services.</li> <li>• Responsibility for youth placed out of county/city remains with the county of the assigned SW or PO.</li> <li>• Assist staff of other jurisdictions to identify local resources.</li> <li>• Have P&amp;P in place determining inter/intra-agency collaborative procedures to prevent duplication of services.</li> <li>• Maintenance of a regularly monitored central program inbox, which is used as the first point of contact.</li> </ul>	<p>Family Teams, as appropriate and based upon local P&amp;P.</p> <ul style="list-style-type: none"> <li>• Collaborate, to obtain and maintain access to current or future electronic databases including: CWS/CMS, SafeMeasures, for HCPCFC staff, provide training in their use. Even simply sharing the name of a known clinic can assist in obtaining vital records.</li> </ul>
Supervision and Staffing	
HCPCFC Responsibilities	Child Welfare/Probation Responsibilities

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>• HCPCFC staff consist of Registered Nurses with an active California PHN certificate, directly supporting staff, and administrative staff.</li> <li>• Support staff are essential to the day-to-day functions of this program. They support the PHN in activities that do not require a PHN, to maximize enhanced activities and the benefit of program funding.</li> <li>• Administrative staff are any staff who provide support to the program drawing down non- enhanced funds.</li> <li>• Supervision: All HCPCFC staff receive supervision from a PHN at a maximum of 15 staff persons to one Full Time Equivalent (FTE) Supervising PHN, with input from Child Welfare and Probation Administrators as applicable.</li> <li>• Caseload: PHNs interacting directly with children, youth and caregivers may have no more than 200 children or youth in their caseload at any given time. Close consideration should be given to acuity when determining a PHN caseload.</li> <li>• Program Administration: Each HCPCFC program is overseen by a PHN serving as the HCPCFC PHN Program Administrator who is responsible for all aspects of the program within the jurisdiction and compliance with local, state, and federal requirements for the program.</li> <li>• Program Administrators and Supervising PHNs are responsible for: managing staff, maintaining up-to-date and readily accessible local P&amp;Ps, providing assistance and direction to HCPCFC staff upon request, being the primary point of contact for CW/P staff</li> </ul> | <ul style="list-style-type: none"> <li>• Provide input to the HCPCFC PHN Program Administrator, as appropriate.</li> <li>• Cooperate to maintain up-to-date P&amp;P regarding team collaboration with HCPCFC.</li> </ul> |
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at the level of their classification or above, and for discussions regarding collaboration procedures with non-HCPCFC entities, providing adequate supervision to program staff ensuring adherence to program requirements and goals, obtaining and providing training to program staff, providing and maintaining program staff access to systems and resources, appropriate record keeping including PHI and information required in the case of an audit by any applicable entity, maintaining adequate staffing to meet program caseload and staffing requirements, monitor staff documentation and procedures in order to identify and correct errors. In some counties, the Program Administrator and the Supervising PHN will be the same person.

- Local HCPCFC records that would be utilized in audit should be retained in keeping with the procedures found in 42 CFR § 433.32 – Fiscal Policies and Accountability, and local county/city policy, whichever is longer. This would include time studies, financial documentation, etc. Retention schedules for patient and medical records are determined by the Medical Board of California.
- Requirements vary by the type of record and ultimately should be finalized by local county policy. Additional information on recordkeeping requirements can be found in 42 CFR 438.3(u) and in WIC 14124.1.

**Probation**

<b>HPCFC Responsibilities</b>	<b>Child Welfare/Probation Responsibilities</b>
<ul style="list-style-type: none"> <li>• HPCFC scope of work remains the same when serving probation youth. P&amp;P/MOU/Contract(s) must be in place addressing all program requirements, privacy and information sharing practices, and collaboration procedures.</li> </ul>	<ul style="list-style-type: none"> <li>• Collaborate with HPCFC to establish necessary P&amp;P to address HPCFC program requirements, privacy and information sharing practices, and cooperation procedures.</li> </ul>
<b>Non-Minor Dependents (NMD)</b>	
<b>HPCFC Responsibilities</b>	<b>Child Welfare/Probation Responsibilities</b>
<ul style="list-style-type: none"> <li>• Provide program services to NMDs upon request.</li> <li>• Confirm the consent of the NMD prior to coordinating or consulting with entities other than the assigned SW or PO and the NMD themselves. Consent/Release of Information must be in writing, with the original copy maintained and readily accessible to all HPCFC staff. When written consent is obtained, it must be documented in a communication note in CWS/CMS, and should be communicated to the assigned SW or PO via the method determined by local P&amp;P.</li> <li>• NMDs must consent to receiving HPCFC services prior to the program conducting any work other than outreach and the provision of education and resources directly to the NMD themselves. NMD consent must be in writing, utilizing a locally approved form. Acceptance of consent via electronic signature is determined at the local level. Local P&amp;P regarding approved process, procedure, and applicable forms must be in place and readily available to HPCFC staff</li> </ul>	<ul style="list-style-type: none"> <li>• Provide NMDs with their Health and Education Passport.</li> <li>• Educate NMDs as to the availability of HPCFC services, including local HPCFC contact information.</li> <li>• Notify HPCFC when a NMD expresses interest in receiving HPCFC services and/or learning more about assistance available.</li> <li>• Refer NMDs to HPCFC for outreach.</li> <li>• Collaborate with HPCFC, as needed.</li> </ul>

<p>members. HCPCFC programs may utilize HIPAA forms used by DHCS as a resource, if approved by local county/city authority. All questions regarding NMD consent should be directed to local county/city authority, as consent procedures are a county/city determination to make.</p> <ul style="list-style-type: none"> <li>• Further detail regarding CDSS NMD policy may be found in CDSS ACL and ACINs. Links can be found in the Resources section of this manual and via the HCPCFC Letters page.</li> </ul>	
Consultation	
HCPCFC Responsibilities	Child Welfare/Probation Responsibilities
<ul style="list-style-type: none"> <li>• Provide consultation to the CW/P team upon request, based on the information available at that time. If certain information would be prudent, but is not available, this should be communicated to the requestor and good faith efforts should be made by both parties to obtain the necessary information.</li> <li>• If the request does not fall within HCPCFC scope, as defined by WIC 16501.3, HCPCFC will provide information regarding where the sought after assistance/information may be obtained if this information is known.</li> </ul>	<ul style="list-style-type: none"> <li>• May confer with the assigned HCPCFC when seeking assistance interpreting medical, dental, or developmental information.</li> <li>• Provide requested detail and/or information necessary when requesting HCPCFC consultation, if requested to do so.</li> <li>• Collaborate with HCPCFC to address identified concerns and to complete necessary objectives resulting from consultation, if applicable.</li> </ul>
Health Management and Oversight	
HCPCFC Responsibilities	Child Welfare/Probation Responsibilities
<ul style="list-style-type: none"> <li>• Take steps to identify, document, and coordinate completion of preventative care and identify unmet or unrecognized care needs. Children and youth in out-of- home placement must</li> </ul>	<ul style="list-style-type: none"> <li>• Collaborate with HCPCFC to address identified concerns and to complete necessary objectives resulting from PHN review of information available when</li> </ul>

<p>have a medical and dental exam within 30 days of initial placement, OR when a new placement and/or custody change happens and in accordance with periodicity requirements by age thereafter (Division 31.206.36). If providers are unavailable, please make note of this in your records management system and try to secure an appointment as soon as possible. Preventative care periodicity schedules include the American Association of Pediatrics and the American Academy of Pediatric Dentistry (AAPD).</p> <ul style="list-style-type: none"> <li>• A dental preventative health assessment is required within 30 days of the initial out- of-home placement if the last examination is not in accordance with the AAPD Recommendations for Preventative Pediatric Oral Health Care.</li> <li>• Children and youth in foster care are not required to receive a preventive health assessment with every subsequent change of placement.</li> <li>• However, if at the time of a subsequent placement the child or youth has not been examined in accordance with the American Academy of Pediatrics (AAP) Bright Futures periodicity schedule or the AAPD Recommendations for Preventative Pediatric Oral Health Care and is due for an exam, the preventive health assessment, including medical and dental exam, must be performed within 30 days of subsequent placement.</li> <li>• With each subsequent placement, a written copy of the preventive health</li> </ul>	<p>necessary.</p> <ul style="list-style-type: none"> <li>• Share all medical, dental developmental, and psychotropic medication information and records available. Behavioral health records may be shared based upon state and federal law, and local P&amp;P.</li> <li>• Share JV-225 received and updated.</li> <li>• Share available JV forms pertaining to a request and/or approval for prescription of psychotropic medication, as defined by WIC 5328.04.</li> <li>• Communicate with HCPCFC regarding areas of concern identified in record review.</li> <li>• Collaborate with HCPCFC, as necessary, all children and youth in foster care are referred for health services appropriate to age and health status on a timely basis.</li> <li>• Assemble and provide health care documentation to the court, or facilitate this process, when necessary to support the request for health care services.</li> <li>• Provide a copy of the HEP to the RF upon new placement, and when updates occur, as defined by local P&amp;P.</li> <li>• Collaborate with the HCPCFC and RF to develop a system of tracking and follow-up on changes in the health care status of the child or youth, service needs, effectiveness of services provided, etc.</li> </ul>
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assessment history in the past year is to be obtained within 30 days of placement. If it is determined that the child or youth has not had an exam according to the AAP Well Child Visit schedule, or information about the child or youth's last exam cannot be obtained within a reasonable period, then a new preventive health assessment, including a medical and dental exam, must be performed within 30 days of the placement. This requirement is intended to ensure that children or youth in foster care receive necessary preventive health assessments in accordance with the AAP Bright Futures and State dental periodicity schedule

- If a child or youth was previously examined in accordance with the AAP Bright Futures periodicity schedule at the time of the subsequent placement but would benefit from an additional health assessment (e.g., caregiver concern that a child or youth has a new medical problem since the time of their last exam), a Medically Necessary Inter-periodic Health Assessment may be performed (the Medi-Cal claiming system retains this functionality).
- If a child or youth was previously examined in accordance with the AAPD Recommendations for Preventative Pediatric Oral Health Care at the time of the subsequent placement but has developed a new dental problem within the six-month window, a new dental assessment



may be performed.

- HCPCFC PHNs review available medical records, and information regarding services provided by other providers/entities, to identify and address gaps in care. The following program activities may be conducted by a PHN, or by Support Staff under the oversight and direction of a PHN, as defined by WIC 16501.3, this manual, time study coding requirements, and local P&P:
  - Communicate information that cannot be found or identified with the assigned CW/P entity to identify information that may be helpful, and/or cooperate to obtain the necessary information utilizing the method (electronic/fax/efax/etc.) required by the entity from whom records are being requested.
  - Provide education and resource materials, and information regarding the activities of the HCPCFC program.
  - Provide CW/P with requested information that is shareable per the California Board of Registered Nursing scope of registered nursing practice and not prohibited by Federal or State regulation regarding confidentiality. All staff must adhere to confidentiality and PHI requirements as defined by state and federal law. Detail and resources may be found in the Confidentiality & Consent section of this manual.

- Receive, obtain, and share information for the child or youth's HEP and care team is up to date, including vaccine registries, such as CAIR2.
- Enter and/or confirm accurate up-to-date information into the HEP within 30 days of receipt. Support Staff may be instructed to update or confirm information, as defined in your local P&P, but a PHN must review this activity to confirm accuracy and adherence to HCPCFC documentation requirements. Support staff may not enter medication information but may include a note stating that it is available and is pending entry by a PHN. Detailed instruction regarding documentation can be found in the Documentation section of this Scope of Work.
- Take steps to maintain continuity of care, including medication, upon placement changes and/or changes in circumstance, when this information is available, through the utilization of resources such as Managed Care Plan liaisons, Medi-Cal Rx, MEDS, CAIR2 and others. More information regarding resources such as these can be found in the Resources section of this manual.
- PHN review of available records upon a change in condition, upon request, and/or at a minimum once every 6 months to:
  - Identify the need for additional

<p>steps, such as follow up, referrals, education, need for resources, assessment, etc., regarding health, dental, developmental, and behavioral matters, based upon the information available at the time.</p> <ul style="list-style-type: none"> <li>○ Communicate identified concerns with the assigned SW or PO, based upon the information available at the time.</li> <li>○ Update health information, and other pertinent records.</li> <li>○ Create and revise the PHN Health Care Management Plan.</li> <li>○ Collaborate with the assigned SW or PO, when possible, this allows the necessary health information to be available to those persons responsible for providing care for the youth, including the youth themselves as determined by age, circumstance, confidentiality requirements and any other state or federal law applicable to the subject matter and the individual.</li> <li>○ Monitor changes in the health status of the child or youth, service needs, and effectiveness of services provided, etc.</li> <li>○ Assist, as needed, with court approval of medical procedures.</li> <li>● Services provided by HPCFC are limited to those for which reimbursement may be claimed under Title XIX of the federal Social Security Act at an enhanced rate for services delivered by skilled professional medical personnel.</li> </ul>	
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<b>Psychotropic Medication Monitoring and Oversight (PMM&amp;O)</b>	
<b>HCPCFC Responsibilities</b>	<b>Child Welfare/Probation Responsibilities</b>
<ul style="list-style-type: none"> <li>• HCPCFC PHN reviews JV-220(A/B) within four court days after receipt of notice or as determined by local county practice and local rules of court. The review must include, at a minimum: name of the PHN reviewer, date and time of review, health history/information (or lack thereof) available to HCPCFC at the time of review, all identified instances where the information provided in the JV-220(A/B) does not align with the California Guidelines for the Use of Psychotropic Medication with Children in Foster Care, and the plan to address identified discrepancies inclusive of who will carry out each component. This review and any additional concerns must be documented and communicated to the assigned SW or PO. Procedures, roles, and responsibilities must be detailed in local P&amp;P.</li> <li>• HCPCFC PHN provides monitoring and oversight of children and youth actively taking psychotropic medications at a minimum, every six months, and when new information becomes available.</li> <li>• Please see the Documentation section of this Scope of Work for information regarding PMM&amp;O documentation requirements.</li> <li>• Conduct additional review, follow up, reporting and consultation activities as defined in local P&amp;P.</li> <li>• When access to the documentation</li> </ul>	<ul style="list-style-type: none"> <li>• Share all JV-225 received and updated.</li> <li>• Share all JV forms pertaining to a request and/or approval for prescription of psychotropic medication, as defined by WIC 369.5.</li> </ul>

<p>system used by the SW or PO is available, documentation must be entered into that system, unless the local CW/P indicates a preferred alternative.</p> <ul style="list-style-type: none"> <li>• All guidance applicable to general program activities applies to PMM&amp;O specific activities.</li> <li>• Additional information regarding PMM&amp;O requirements can be found in the PMM&amp;O section of this manual and the Documentation section of this Scope of Work.</li> </ul>	
<b>Training and Orientation</b>	
<b>HPCFC Responsibilities</b>	<b>Child Welfare/Probation Responsibilities</b>
<ul style="list-style-type: none"> <li>• PHN/RN will participate in developing and providing educational programs for health care providers to increase community awareness of and interest in the special health care needs of children in foster care.</li> <li>• PHN/RN will educate social workers, juvenile court staff, resource family s, school nurses and others about the health care needs of children in foster care.</li> </ul>	<ul style="list-style-type: none"> <li>• CWS agency staff/Probation Officers will provide input to PHN/RN in developing curriculum for training others about health care needs of children in foster care.</li> <li>• CWS agency staff/Probation Officers will collaborate with PHN/RNs in educating juvenile court staff, resource family, and others about the health care needs of children in foster care.</li> <li>• CWS agency personnel will arrange for PHN/RN access to the CWS /CMS system and provide training in its use.</li> </ul>

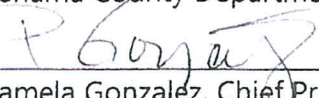
This Memorandum of Understanding in effect from July 1, 2024, through June 30, 2027 unless revised by mutual agreement. If changes in Federal or State requirements impact the current Memorandum of Understanding, the local health department, social services department, and probation department agree to renegotiate the pertinent section within 90 days of receiving new instructions from the State.

  
\_\_\_\_\_  
Jayme Bottke, Executive Director  
Tehama County Health Services Agency

6-9-25  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Bekkie Emery, Director  
Tehama County Department of Social Services

6/4/2025  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Pamela Gonzalez, Chief Probation Officer  
Tehama County Probation Department

6/3/25  
\_\_\_\_\_  
Date

**E-Contract Review**  
**Approval as to Form**

Department Name: Health Services Agency

Vendor Name: Tehama County Social Services and Probation

Contract Description: For the purpose of MOU, for Healthcare for Children in  
Foster Care

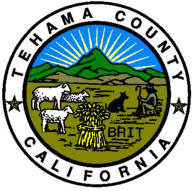
APPROVED AS TO FORM:



Date: 06/16/2025

Office of the Tehama County Counsel  
Margaret Long, County Counsel





# Tehama County

## Agenda Request Form

File #: 25-1143

Agenda Date: 7/1/2025

Agenda #: 10.

### HEALTH SERVICES AGENCY / MENTAL HEALTH

#### Requested Action(s)

a) AGREEMENT - Request approval and authorization for the Executive Director to sign the Agreement with Restpadd Health Corp., for the purpose of providing psychiatric inpatient services for the rates as set forth in Exhibit "B" with maximum compensation not to exceed \$3,000,000 effective 7/1/25 and shall terminate 6/30/27 (*Subject to receipt of required insurance documentation*)

#### Financial Impact:

Costs of services will be paid for with Mental Health realignment funds and/or Mental Health Services Act dollars allocated for medically necessary services. Budget unit is 40131 for Mental Health. There is no impact to the General Fund.

#### Background Information:

This is a renewal agreement with Restpadd Health Corp., in Red Bluff, to provide medically necessary psychiatric services to Tehama County residents. Although the County has multiple contracts with facilities for 5150 holds, there has been a significant decline in the total number of psychiatric inpatient beds available in California. It is the County's responsibility to find beds for individuals on a 5150 hold. This facility is located here in Tehama County. The further away from Tehama County that psychiatric inpatient beds are located, the more disruptive the treatment is and the harder it is for both the individual experiencing the psychiatric crisis and their family members to resolve the crisis.

This contract provides Tehama County with a local resource for those experiencing a psychiatric crisis. The Department is fortunate to utilize this more conveniently located facility to help decrease use of other contracted facilities that are further away from Tehama County. Additionally, there are some budget savings as using this facility will decrease the cost of transportation and minimize staff time involved with transportation. All services are provided with prior written authorization from Tehama County.

## **AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND RESTPADD HEALTH CORP.**

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This agreement is entered into between the County of Tehama, through its Health Services Agency, (“County”) and Restpadd Health Corp., a California S-corporation (“Contractor”) for the purpose of providing Psychiatric Inpatient Services.

### **1. DEFINITIONS**

General Meaning of Words and Terms. The words and terms used in this agreement are intended to have their usual meanings unless a particular or more limited meaning is associated with their usage in Welfare and Institutions Code sections 5000 et seq. or 14000 et seq. or the associated regulations contained in Titles 9 and 22 of the California Code of Regulation, or unless specifically defined in this Agreement:

"Beneficiary" or "County Patient" means those Tehama County residents referred to Contractor by County for services hereunder, including but not limited to persons described in California Code of Regulations, title 9, section 1810.205.

"County Mental Health Director" means County’s Director of Mental Health or his or her designated representative.

" Psychiatric Inpatient Services" means medically necessary clinical, medical, and ancillary services that are generally recognized and accepted for the diagnosis and treatment of a behavioral disorder or psychological injury, including but not limited to:

- a. Semi-private room accommodations including bed, board, and related services.
- b. 24-hour nursing care.
- c. Pharmaceuticals and biologicals.
- d. Dietary services.
- e. Medical and psychiatric evaluations and psychological and social assessments.
- f. Crisis intervention services.
- g. Administration and supervision of the clinical use of psychotropic medications.
- h. Individual and group psychotherapy.
- i. Art, recreational, and vocational therapy.
- j. Clinical laboratory services.
- k. Social services.

- l. Services of psychiatrist and/or psychologist under contract by Provider for a Short-Doyle Indigent.
- m. Services of psychiatrist and/or psychologist not included in the provisions for managed Medi-Cal Beneficiaries.
- n. Supplies, appliances, and equipment.
- o. Any other “Psychiatric Inpatient Hospital Services” as defined in California Code Regulations title 9 § 1810.350.
- p. Discharge planning.

"Medi-Cal" means that comprehensive program of medical assistance established by the Medi-Cal Act, as contained in the California Welfare and Institutions Code sections 14000, et seq., including any amendments and administrative regulations promulgated under and pursuant to this law.

"Medically necessary" and Medical Necessity" shall have the meaning set forth in California Code of Regulations, title 9, section 1820.205, and shall be determined by County in consultation with Contractor.

"Day of Service" means the period beginning at 12:01 a.m. continuing for 24 consecutive hours or any portion thereof.

"WIC" means an acronym for the California Welfare and Institutions Code.

## **2. RESPONSIBILITIES OF CONTRACTOR**

During the term of this agreement, Contractor shall provide medically necessary voluntary and involuntary Psychiatric Inpatient Services to County Patients. Such services shall be provided in accordance with the Lanterman-Petris-Short Act and all other rules and regulations pertaining to and regulating such services. Except for “emergency admissions” subject to Cal. Code Regs., title 9, section 1820.225, CONTRACTOR shall provide only those services for which a written authorization from the County has been received. As an express condition to compensation hereunder, Contractor shall notify County within 24 hours of the time that any County patient presents for “emergency admission” under Cal. Code Regs., title 9, section 1820.225. Any other

services provided without prior written authorization from the COUNTY will be the responsibility of the Contractor and will not be reimbursed by the County.

CONTRACTOR performance provisions:

A. Services Provided by Contractor

(1) Contractor assumes full responsibility for provision of all psychiatric inpatient hospital services in accordance with regulations adopted pursuant to Section 5775, et seq., and 14680, et seq., of the Welfare and Institutions Code. Contractor agrees to accept as payment in full for these psychiatric inpatient services from County and the California Department of Health Care Services as provided in Section 3 of this Agreement.

(2) Contractor shall at its own expense provide and maintain facilities and professional, allied, and supportive medical and paramedical personnel, including any necessary physician services, to provide all necessary and appropriate psychiatric inpatient hospital services.

(3) Contractor shall at its own expense provide and maintain the organizational administrative capabilities to carry out its duties and responsibilities under this Agreement and all applicable statutes and regulations pertaining to Medi-Cal providers.

(4) Contractor shall at its own expense pay for the services of the certification review hearing officer.

(5) In the event that the County provides legal services to Contractor through its public defender or County Counsel office, Contractor shall reimburse County for the services provided at the current rate, subject to annual adjustments, adopted by Tehama County. The scope of legal services provided to Contractor by County Counsel shall be limited to representation of Contractor at writ of habeas corpus hearings pursuant to Welfare and Institutions Code section 5276 and capacity appeals pursuant to Welfare and Institutions Code section 5334(e)(2), and legal advice as it relates to such hearings.

(6) County shall provide appropriate patients' rights advocates to Contractor and patients as necessary and appropriate for capacity hearings for administration of antipsychotic medication.

(7) Contractor shall file the required petitions with the Tehama County Superior Court and provide personal notice to the patient of the petition pursuant to Welfare and Institutions Code sections 5332 and 5333.

(8) In the event that the County provides legal services to Contractor through its County Counsel office, Contractor shall provide qualified psychiatrists to testify at all proceedings instituted under the Lanterman-Petris-Short Act or any successor Act imposed by the State of California, involving patients of Contractor including, but not limited to, Writ of Habeas Corpus hearings and capacity appeals, and shall provide County with access to pertinent and relative patient records held by Contractor.

(9) Contractor shall at its own expense provide transportation of the patient to the Tehama County Superior Court for writ of habeas corpus hearings and capacity appeals.

**B. Licensure and Certification.**

(1) Contractor hereby represents and warrants that it is currently and for the duration of this Agreement shall remain licensed as an acute care hospital or acute psychiatric hospital in accordance with Section 1250 et seq., of the Health and Safety Code and the licensing regulations contained in Title XXII and IX of the California Code of Regulations.

(2) Contractor shall at all times during the term of this agreement maintain all licenses required by the State of California or any other applicable governmental entity to operate an acute care hospital or acute psychiatric hospital, and to bill Medi-Cal, Medicare and CMSP.

(3) Contractor agrees that compliance with its obligations to remain licensed as a general acute care hospital or acute psychiatric hospital as provided above shall be express conditions precedent to maturing the County's payment obligations under Sections 3 and 4 of this Agreement.

(4) Contractor agrees that this contract and any designation as a seventy-two (72) hour treatment facility and evaluation facility for intensive treatment pursuant to Welfare and Institutions Code sections 5150, 5585.50, 5250, 5260 and 5270.10 et seq. are invalid absent proper licensure as required above.

C. Services Neither Covered nor Compensated.

(1) County shall not be obligated to compensate Contractor pursuant to this Agreement for any services that are not covered under one (or more) of the following programs:

- a. Short-Doyle
- b. Medi-Cal Mental Health
- c. Mental Health Services Act
- d. County Medical Services Program (Services covered under this program are compensable hereunder only if such compensation is specifically pre-approved by County on a case-by-case basis.)
- e. Availability of services.

(2) Contractor shall not differentiate or discriminate in the treatment of Medi-Cal beneficiaries, nor shall Contractor discriminate on the basis of race, religion, sex, physical or mental disability, age, or sexual orientation.

(3) Contractor shall render services to beneficiaries in the same manner and in accordance with the same time availability as offered Contractor's other patients except as limited by existing Medi-Cal restrictions.

D. Service Location. Psychiatric inpatient hospital services rendered pursuant to this Agreement shall be rendered at the following facilities:

**RESTPADD HEALTH CORP**

**925 Walnut Street**

**Red Bluff, CA 96080**

E. Utilization Controls. County shall not be obligated to pay Contractor for any services provided to a beneficiary unless Contractor adheres to all utilization controls and obtains authorization for services in accordance with Medi-Cal policy and procedures as defined in Title XXII, State Fiscal Intermediary Provider Manual and bulletins and as specifically modified by County.

F. Services Authorization. Contractor and County acknowledge that County's responsibilities under this Agreement and governing legislation and regulations require that Contractor consult with County concerning potential patients who may be eligible for services under the terms of this Agreement. Therefore, in order to exercise its duties hereunder, County requires that the Contractor provide consultation with County concerning those patients not referred to Contractor by County so that County can determine medical necessity, appropriateness of admission, length of proposed services. Contractor shall provide such consultation by contacting County prior to admission of a patient who Contractor believes is eligible for, in a need of, contracted services in all cases in which the County staff is not the source of the referral. Except for "emergency admissions" subject to California Code of Regulations, title 9, section 1820.225, services provided without prior written authorization from the County will be the responsibility of the Contractor and will not be reimbursed by the County.

G. Utilization Controls Compliance by Contractor as Condition Precedent to County Payment Obligation. As expressed, conditions precedent to any County payment obligation under the terms of this Agreement, Contractor shall adhere to the County's Quality Management Plan including utilization controls, State Department of Health Care Services Letters, Notices, as well as Sections 5777(g) and 5777(8)(n) of the Welfare and Institutions Code and regulations adopted pursuant thereto.



H. Hospital Liaison. Contractor shall designate in writing a person to act as agent and liaison to County. Such person shall coordinate all communications between the parties. The written designation of such agent shall constitute full authorization to bind Contractor as principal in dealings with County.

I. Quality of Care. As an expressed condition pursuant to any County payment under the terms of this Agreement, the Contractor shall:

(1) Assure that any and all eligible beneficiaries receive care as required by Section 5777, et seq., and 14680, et seq., of the Welfare and Institutions Code.

(2) Take such actions as required by Contractor's Medical Staff Bylaws against Medical Staff members who violate those bylaws.

(3) Provide psychiatric inpatient hospitalization in the same manner to beneficiaries as it provides to all patients to whom it renders psychiatric inpatient services. Beneficiaries will not be discriminated against in any manner, including admission practices, placement in special wings or rooms, or provision of special or separate meals.

(4) Ensure that all beneficiaries are provided with the rights set forth in 42 C.F.R. § 438.100.

J. Assumption of Risk. The Contractor shall bear total risk for the cost of psychiatric inpatient services rendered to each beneficiary covered in this Agreement. The Contractor covenants to accept as payment in full for the psychiatric inpatient hospital services described herein, the payments made by County pursuant to Section 4 of this Agreement. Contractor shall be liable for State Department of Health Care Services audit exceptions due to inadequate documentation as per medical necessity requirements and shall reimburse County for any recoupments ordered by the State within sixty (60) days of the date of the State or County's notice of such recoupment order. If Contractor fails to reimburse County within such period,

County may offset the unpaid amount against any sums due from County to Contractor pursuant to this agreement or any other agreement of obligation.

### **3. RESPONSIBILITIES OF THE COUNTY**

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

County will determine the appropriateness of admission to psychiatric inpatient care based on published medical necessity criteria. County may place either male or female patients at Contractor's facilities.

County will appoint a patients' rights advocate to perform the services described under Welfare and Institutions Code section 5520 to provide services to Contractor's patients in Tehama County. For services rendered to patients of Contractor, Contractor will compensate County at the current rate adopted by Tehama County which is subject to annual adjustments.

Transportation from County to Contractor's facilities and upon discharge from the Contractor's facilities to County will be the responsibility of and expense of County. All aftercare arrangements will be the responsibility of the County. County, before transporting and admitting a patient into the hospital will make prior arrangement with Contractor and obtain permission for admission. It is further understood and agreed that County will arrange for transportation for Tehama County clients upon discharge.

County will be responsible for determining the eligibility of County Patients for the services available under this Agreement. Contractor will not presume that any person claiming County sponsorship is County's responsibility until County has verified the person's eligibility and accepted financial responsibility and notified Contractor that the person is eligible.

County hereby designates RESTPADD HEALTH CORP in Red Bluff, California as facilities for seventy-two (72) hour treatment and evaluation and for intensive treatment pursuant to Welfare and Institutions Code sections 5150, 5585.50 et seq., 5250, 5260 and 5270.10 et seq. subject to all the terms and conditions related to this designation. The professional person in charge of these facilities shall, and hereby does, designate the licensed staff members of County's Mobile Crisis Team to perform preadmission assessments in accordance with Welfare and Institutions Code section 5151.

#### **4. COMPENSATION**

County shall compensate Contractor for services rendered to the rates established in Exhibit B attached hereto and made a part of hereof. The total Maximum Compensation payable to Contractor under this agreement shall not exceed \$3,000,000.00. 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 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.

#### **5. BILLING AND PAYMENT**

- A. Contractor shall submit all claims for reimbursement under the Agreement within forty-five (45) days after the services for which reimbursement is claimed are rendered. County shall be obligated to pay only for services properly invoiced in accordance with this section. County shall make payment within 45 days of the date the services were approved for payment.
- B. County shall compensate Contractor based on: (1) the actual number of beneficiaries authorized by the County; (2) the actual number of days the Contractor provides each beneficiary; and (3) the rate(s) set forth in Exhibit B.
- C. Upon implementation of direct billing to CMSP, Contractor will bill CMSP for all services provided to clients eligible for CMSP. For clients referred by County, County will cover any days authorized by County after CMSP benefit is exhausted at the rates established in Exhibit B.
- D. In the interim, Contractor shall bill the county of residence for each patient.
- E. Contractor shall be liable for State Department of Health Care Services audit exceptions due to inadequate documentation as per medical necessity requirements and shall

reimburse County for any recoupments ordered by the State within sixty (60) days of the date of the State or County's notice of such recoupment order. If Contractor fails to reimburse County within such period, County may offset the unpaid amount against any sums due from County to Contractor pursuant to this agreement or any other agreement of obligation.

- F. Contractor shall provide County with an annual Cost Report in the format prescribed by the State Department of Health Care Services. This Cost Report may be considered in establishing the negotiated rate for future years of this agreement.
- G. When, on the basis of retrospective review, it has been determined that Contractor has failed to meet service standards or documentation standards established by the MHP and Title 9, California Code of Regulations, payment will be denied on the basis of audit exception. Payment will not be made on the basis of added, amended, or altered records presented after the date of the retrospective review.
- H. Whenever there is audit exception against the County resulting from a claim for funding for an expenditure by the Contractor that is not allowable, the County may offset reimbursement to the Contractor for the exception.

Contractor shall maintain accurate accounting records of its costs and operating expenses. Such records of costs and expenditures shall be maintained for at least ten (10) years, or until audit findings are resolved, and shall be open to inspection by the Health Services Agency Director, or designee, the State Controller, and the State Director of Health Care Services or designees. Contractor shall also be subject to the examination and audit of the Auditor General for a period of three years after final payment under the contract (Government Code, Section 8546.7).

## **6. TERM OF AGREEMENT**

This agreement shall commence on July 1, 2025 and terminate on June 30, 2027, unless terminated earlier as provided herein.

## **7. TERMINATION OF AGREEMENT**

If Contractor fails to perform his/her duties to the satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then the County shall have

the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Contractor. Either party may terminate this agreement on 30 days' written notice. County shall pay contractor for all work satisfactorily completed as of the date of notice. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

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

**8. ENTIRE AGREEMENT; MODIFICATION**

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

**9. NONASSIGNMENT OF AGREEMENT**

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

**10. EMPLOYMENT STATUS**

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the County is to 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.

#### **11. INDEMNIFICATION**

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

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

#### **12. INSURANCE**

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

#### **13. PREVAILING WAGE**

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. If the Services hereunder are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office and will make this information available to any interested party upon request. Contractor shall defend, indemnify, and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a “public work.” To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

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

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

#### **14. NON-DISCRIMINATION**

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



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

**15. GREEN PROCUREMENT POLICY**

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

**16. COMPLIANCE WITH LAWS AND REGULATIONS**

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

**17. LAW AND VENUE**

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

**18. AUTHORITY**

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

**19. NOTICES**

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

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

If to Contractor: Restpadd Health Corp  
Attn: Executive Director  
925 Walnut Street  
Red Bluff, CA 96080  
Phone: (530) 262-6722

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

## **20. NON-EXCLUSIVE AGREEMENT**

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

## **21. STANDARDS OF THE PROFESSION**

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

## **22. LICENSING OR ACCREDITATION**

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

## **23. RESOLUTION OF AMBIGUITIES**

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

## **24. NO THIRD-PARTY BENEFICIARIES**

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

**25. HAZARDOUS MATERIALS**

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

**26. HARASSMENT**

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

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

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

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

## **28. REPORTING**

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

## **29. MONITORING**

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

## **30. CLINICAL RECORDS**

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

If Contractor maintains an Electronic Health Record (EHR) with Protected Health Information (PHI), and an individual request a copy of such information in an electronic format, Contractor

shall provide such information in an electronic format to enable the County to fulfill its obligations under the HITECH Act, including but not limited to, 42 U.S.C. Section 17935(e) and the HIPAA regulations.

### **31. QUALITY ASSURANCE**

Contractor shall notify County of any and all special incidents involving a County placement within 24 hours of the incident. All special incidents are reviewed by the County Mental Health Department's Quality Improvement Committee and any recommendations will be forwarded both to the Executive Director of the Tehama County Health Services Agency and the Contractor's Chief Executive Officer.

Contractor shall furnish County with a copy of its Quality Assurance Policies and Procedures and its Client Complaint/Grievance Procedure within thirty (30) days of execution of this Agreement.

### **32. PERSONNEL**

Contractor shall furnish such qualified professional personnel as prescribed in Title IX of the California Code of Regulations required for the type of services described in Section 1. All Contractor's personnel (including independent contractors) shall have the appropriate current State licensure required for their given profession. Contractor shall provide copies of current licensure for all clinical staff to County upon County's written request.

### **33. LICENSING REQUIREMENTS**

Contractor shall comply with all necessary County or State licensing requirements and must obtain appropriate licenses and display same in a location that is reasonably conspicuous. Contractor shall abide by the Welfare and Institutions Code, section 5600 et. seq., Title IX and Title XXII of the California Code of Regulations, the State Cost Reporting/Data Collection Manual (CR/DC), and State Department of Health Care Services Policy Letters.

### **34. CULTURAL COMPETENCY**

Contractor shall insure those services delivered under the terms of this agreement reflect a comprehensive range of age appropriate, cost-effective, high quality intervention strategies directed

so as to promote wellness, avert crises, and maintain beneficiaries within own communities. Contractor shall make every effort to deliver services which are culturally sensitive and culturally competent, and which operationalize the following values:

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

### **35. CODE OF CONDUCT**

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

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

#### **CODE OF CONDUCT – General Statement**

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

**CODE OF CONDUCT** All TCHSA employees and contractors:

- Shall perform their duties in good faith and to the best of their ability.
- Shall comply with all statutes, regulations, and guidelines applicable to Federal health care programs, and with TCHSA's own policies and procedures.
- Shall refrain from any illegal conduct. When an employee or contractor is uncertain of the meaning or application of a statute, regulation, or guideline, or the legality of a certain practice or activity, he or she shall seek guidance from his or her immediate Supervisor, Division Director, the Quality Assurance Manager, the Compliance Auditor, the Assistant Executive Director-Programs, or the Assistant Executive Director-Administration.
- Shall not obtain any improper personal benefit by virtue of their employment or contractual relationship with TCHSA;
- Shall notify their Supervisor, Division Director, Assistant Executive Director-Administration, the Assistant Executive Director-Programs, or Agency Executive Director immediately upon receipt (at work or at home) of any inquiry, subpoena, or other agency or governmental request for information regarding TCHSA;
- Shall not destroy or alter TCHSA information or documents in anticipation of, or in response to, a request for documents by any applicable governmental agency or from a court of competent jurisdiction.
- Shall not engage in any practice intended to unlawfully obtain favorable treatment or business from any entity, physician, patient, resident, vendor, or any other person or entity in a position to provide such treatment or business.
- Shall not accept any gift of more than nominal value or any hospitality or entertainment, which because of its source or value, might influence the employee's or contractor's independent judgment in transactions involving TCHSA.



- Shall disclose to their Director any financial interest, official position, ownership interest, or any other relationship that they (or a member of their immediate family) has with TCHSA vendors or contractors.
- Shall not participate in any false billing of patients, governmental entities, or any other party.
- Shall not participate in preparation of any false cost report or other type of report submitted to the government.
- Shall not pay or arrange for TCHSA to pay any person or entity for the referral of patients to TCHSA, and shall not accept any payment or arrangement for TCHSA to accept any payment for referrals from TCHSA.
- Shall not use confidential TCHSA information for their own personal benefit or for the benefit of any other person or entity while employed at or under contract to TCHSA, or at any time thereafter.
- Shall not disclose confidential medical information pertaining to TCHSA's patients or clients without the express written consent of the patients or clients or pursuant to court order and in accordance with the applicable law and TCHSA applicable policies and procedures.
- Shall promptly report to the Compliance Auditor any and all violations or suspected violations of the Code of Conduct.
- Shall promptly report to the Compliance Auditor any and all violations or suspected violations of any statute, regulation, or guideline applicable to Federal health care programs or violations of TCHSA's own policies and procedures.
- Shall not engage in or tolerate retaliation against employees or contractors who report or suspect wrongdoing.

### **36. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT-HIPAA**

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

Contractor agrees to report to County any security incident or any use or disclosure of PHI (in any form) not provided for by this Agreement. Security incidents include attempted or

successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. Contractor shall make this report by the next business day following discovery of the use, disclosure, or security incident.

**37. COMPLIANCE WITH LAWS AND REGULATIONS**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, and municipal and local laws, ordinances, rules, and regulations, including, but not limited to, Title XIX of the Social Security Act. Any change in status, licensure, or ability to perform activities within the Scope of Work must be reported to the County immediately. There are no third-party beneficiaries of this Agreement. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than County and Contractor.

**38. COMPLIANCE AND PROGRAM INTEGRITY**

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

**39. TRAFFICKING VICTIMS PROTECTION ACT OF 2000**

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

**40. BYRD ANTI-LOBBYING AMENDMENT (31 USC 1352)**

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

**41. HATCH ACT**

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

**42. EXHIBITS**

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

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

Date: 6-12-25

**COUNTY OF TEHAMA**

Jayne S. Bottke  
Jayme S. Bottke, Executive Director

**RESTPADD HEALTH CORP., a California S-corporation**

Date: 6/10/25

Kirk Edgar  
Kirk Edgar, Executive Director

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

## Exhibit A

### **INSURANCE REQUIREMENTS FOR CONTRACTOR**

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

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

#### Automobile Liability

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

#### Workers' Compensation

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

#### Professional Liability (Contractor/Professional services standard agreement only)

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

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

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

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

#### Endorsements: Additional Insureds

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

The certificate holder shall be “County of Tehama.”

#### Deductibles and Self-Insured Retentions

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

#### Primary Insurance Coverage

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

#### Coverage Cancellation

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

### Acceptability of Insurers

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

### Subcontractors

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

### Material Breach

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

### Policy Obligations

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

### Verification of Coverage

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

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

## Exhibit B

### **RATES**

#### **Fiscal Year 2025/2026**

Commencing on July 1, 2025, for adult patients admitted to Contractor's Red Bluff facility, County shall pay at the all-inclusive rate of \$1,236.00 per day, excluding the day of discharge.

Commencing on July 1, 2025, for each County adolescent patient admitted to Contractor's Red Bluff facility, County shall pay at the all-inclusive rate of \$1,494.00 per day, excluding the day of discharge.

An additional \$400 per client, per day will be charged to County for increased levels of observations (Q5 checks) or 1:1 individual care, for Indigent and Medi-Cal patients. All such services are to be coordinated with County.

The all-inclusive rate, as described above, is to be the only payments made by Tehama County Health Services Agency for inpatient services provided to beneficiaries hereunder.

#### **Fiscal Year 2026/2027**

Commencing on July 1, 2026, for adult patients admitted to Contractor's Red Bluff facility, County shall pay at the all-inclusive rate of \$1,279.00 per day, excluding the day of discharge.

Commencing on July 1, 2026, for each County adolescent patient admitted to Contractor's Red Bluff facility, County shall pay at the all-inclusive rate of \$1,546.00 per day, excluding the day of discharge.

An additional \$400 per client, per day will be charged to County for increased levels of observations (Q5 checks) or 1:1 individual care, for Indigent and Medi-Cal patients. All such services are to be coordinated with County.

The all-inclusive rate, as described above, is to be the only payments made by Tehama County Health Services Agency for inpatient services provided to beneficiaries hereunder.

#### **Host County Rate Parity**

Notwithstanding any other provision of this Exhibit "B", in the event that the rates described above are re-negotiated by RESTPADD HEALTH CORP and County and result in an adjustment during the term of this agreement (whether increased or decreased), the resulting new rate will become effective at the beginning of the billing period commencing thirty (30) days after written confirmation of the new rate.

*End of Exhibit B*



Exhibit C  
**Scope of Services**

**A. Fee For Service Access:**

Contractor will provide County access to a bed space on a first come, first serve "Fee for Service" basis. County agrees to pay the all-inclusive "fee for service" daily rate as set forth in Section 2 below from the day of admission to the day of discharge.

County is eligible to receive Medi-Cal reimbursement from the State of California, Department of Health Care Services for these bed days. County may place either Adult or Children patients at Contractor's psychiatric health facility (PHF).

The County Adult System of Care will determine the appropriateness of placement based on clinical medical necessity criteria.

**B. Program:**

Restpadd Psychiatric Health Facility operates a Psychiatric Health Facility (PHF) providing therapeutic and rehabilitation services in a non-hospital 24-hour inpatient setting. Services are provided to individuals experiencing an acute psychiatric episode or crisis, whose physical health needs can be met by an affiliated hospital or in an outpatient setting.

The primary focus of the program is continuous diagnostic assessment of the individual's mental health status, stabilization and maintenance of the mental health condition, improvement of patient's functioning ability, and transitional planning with appropriate referrals. It is intended for individuals who have a qualified mental health condition or crisis requiring temporary care in a safe and secure environment.

Restpadd PHF plans to accept "involuntary" and "voluntary" adult or adolescent patients who are referred from county mental health agencies who meet the admission criteria established for the program. All care provided by the PHF will be pre-authorized by the referring county Adult System of Care and subject to utilization review criteria for medical and service necessity.

Patients will be discharged or transferred from this facility when: 1) the patient has successfully completed a treatment plan and no longer meets medical or service necessary criteria, 2) the patient no longer meets criteria for an involuntary hold, or 3) the patient needs a higher level of medical or psychiatric care. It is expected that all patients moving to a lower level of care (e.g. board and care, supervised living, etc.) would be returned to the county of origin for placement or other disposition.

Restpadd Psychiatric Health Facility has established relationships with other providers to handle medical care, health emergencies, higher levels of psychiatric care, and other referral needs. Other than the case of a health emergency, where an urgent referral is needed, Restpadd Psychiatric Health Facility, shall obtain approval of the County contract administrator before referring and transferring the patient to a different placement.

This psychiatric program is designed for the treatment of adult and children patients, with primary psychiatric diagnosis. The following patients are excluded:

1. Patients who have the primary diagnosis of an eating disorder (anorexia nervosa or bulimia) as defined in Section 1254.S(b) of the California Health and Safety Code.
2. Individuals with major mental disorders will not be admitted if their treatment requires medical interventions beyond the level appropriate to a psychiatric health facility, including:
  - a. Severe withdrawals from substance abuse
  - b. Treatment for substance induced delirium and/or delirium tremens (DT)
3. Disorders caused by chronic organic brain dysfunction.
4. Behavioral, cognitive and/or physical impairment which would render the patient unable to function at a minimally acceptable level within the treatment program, such as a medically unstable patient whose safety requires treatment in a medical surgical hospital.
5. Those who meet criteria for less restrictive treatment.

### C. Average Length of Stay

The length of stay at the Restpadd PHF is planned to meet the acute psychiatric needs of the patients referred to the program. Restpadd PHF will accept both voluntary and involuntary patients who meet the admission criteria for the program.

It is expected that many of the patients referred to Restpadd PHF will be on an involuntary hold, which is limited to 72 hours. These patients may receive treatment beyond that time frame if they meet continued medical necessity.

To continue treatment, a patient must either agree to be treated on a voluntary basis or must be mandated to continue on an involuntary basis by the proper legal authority.

It is anticipated that the average length of stay at the PHF will be between 3 to 5 days. Stays of less than three days, or longer than five days, will be dependent on the individual needs of the patient. In all cases, individual care will be coordinated with the County Contract Manager. Discharge planning and aftercare will be coordinated with the patient's referring agency/caseworker to ensure post-discharge placement, medication support, and social, vocational, and educational services as appropriate.

Restpadd PHF is responsible for coordinating the logistics for certification review, involuntary medication, and writ hearings. County is not responsible for providing staff for advocacy during these hearings or associated costs for these hearings.

### D. Admission Process

Upon receipt of physician's orders and signed consent for treatment (or 5150 ), the patient meeting admission criteria will be admitted to Restpadd PHF. An initial assessment will be completed by a licensed nurse. The physician's admission orders and the nursing assessment then guide the preliminary treatment plan.

### E. Assessment and Evaluation Procedures

Assessment of all patients begins on admission and is integral to the treatment process. Treatment planning is individualized according to individual needs identified through assessments. Primary assessments include the following:

Psychiatric Evaluation, Medical History and Physical, Nursing Assessment, Psychosocial History, and Recreational Specialist Assessment.

As indicated by patient need, physician and treatment team assessment, the following additional assessments may be provided:

Nutrition Assessment, Other Assessments: Laboratory, radiology, MRI, EKG/EEG, CT Scan, vocational, rehabilitation and other specialized consultations are ordered on an individualized basis to assure optimal utilization of resources. In addition, physician declaration documents will be completed as necessary in preparation for Lanterman-Petris Short (LPS) court proceedings.

F. If a sudden, marked change in client's health or condition, illness, death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, Contractor shall immediately notify the County Contract Administrator, by telephone. Contractor shall promptly submit to County a written report in such form as may be required by it of all accidents which occur in connection with the performance of this Agreement. This report must include the following information:

1. Name and address of the injured or deceased person;
2. Name and address of Contractor's subcontractor, if any; and
3. Name and address of Contractor's liability insurance carrier believed to be involved

*End of Exhibit C*

## Exhibit D

### **COMPLIANCE AND PROGRAM INTEGRITY**

#### **Evidence of Contractual Compliance**

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

#### **Exclusions Checks**

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

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

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

#### **Ownership Disclosure**

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

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

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

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

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

### **Business Transactions Disclosure**

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

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

///

### **Persons Convicted of Crimes Disclosure**

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

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

### **Criminal Background Checks**

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

*End of Exhibit D*

**E-Contract Review**  
**Approval as to Form**

Department Name: Health Services Agency

Vendor Name: Restpadd Health Corp.

Contract Description: For the purpose of psychiatric inpatient services

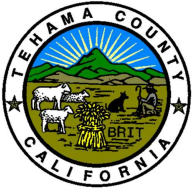
APPROVED AS TO FORM:



Date: 06/09/2025

Office of the Tehama County Counsel  
Margaret Long, County Counsel





# Tehama County

## Agenda Request Form

**File #:** 25-1146

**Agenda Date:** 7/1/2025

**Agenda #:** 11.

### HEALTH SERVICES AGENCY / MENTAL HEALTH

#### **Requested Action(s)**

a) AGREEMENT - Request approval and authorization for the Executive Director to sign the Agreement with Kings View, for the purpose of providing telemedicine outpatient psychiatry services and conservator evaluations, for the rate amounts set forth in Exhibit "B", with compensation amount not to exceed \$200,000 during any fiscal year, for a total maximum amount not to exceed \$600,000, effective 7/1/25 and shall terminate 6/30/28 (*Subject to receipt of required insurance documentation*)

#### **Financial Impact:**

Costs for these services are budgeted with Mental Health Services Act dollars, Medi-Cal, Medicare and/or Mental Health Realignment funds as allocated for medically necessary services for Mental Health clients. Budget Unit is 40131 for Mental Health. There is no impact to the General Fund.

#### **Background Information:**

This is a renewal agreement with the vendor to provide telemedicine outpatient psychiatry services and conservator evaluations for patients at the Health Services Agency, Mental Health Division. Due to increased service needs in multiple areas, such as Mobile Crisis, this contract is crucial to meet access standards of the Mental Health Plan (MHP) pursuant to requirements from the Department of Health Care Services (DHCS). If this agreement is not approved, many clients would not have timely access to necessary medical services.

## **AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND KINGS VIEW**

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This agreement is entered into between the County of Tehama, through its Health Services Agency, (“County”) and Kings View (“Contractor”) for the purpose of providing telemedicine outpatient psychiatry services and conservator evaluations (“Services”) for the Mental Health Division.

### **1. RESPONSIBILITIES OF CONTRACTOR**

During the term of this agreement, Contractor shall, upon request of County:

- A. Provide Services to patients at the County.
- B. Supply and oversee the services of “physician extenders” (Psychiatric Nurse Practitioner) to provide Services to patients at the County when approved by County.
- C. When providing medical services to Mental Health Division, cooperate and work with any other physicians to provide adequate coverage for County as determined by the County.
- D. Ensure that all physicians supplied by Contractor hereunder are properly licensed in the State of California and such license shall be unrestricted by the Board of Medical Quality Assurance at all times.
- E. Ensure that all physician extenders supplied by Contractor hereunder are properly licensed in the State of California and such licenses shall be unrestricted by their respective oversight Boards at all times.
- F. Provide the County with a valid National Provider Identifier (NPI) number for physicians and physician extenders.
- G. Be responsible for all compensation and benefits of any physician(s) and/or physician extender(s) supplied by Contractor hereunder. Physicians and/or physician extenders shall not be deemed to be employees of County, nor to have a contractual relationship with County.
- H. Be responsible for all of Contractor’s physicians and Contractor’s physician extenders personal and professional expenses, including, but not limited to, those pertaining to professional licensure fees, educational expenses, membership dues in professional societies, and insurance as required hereunder.

- I. Not incur any financial obligation on behalf of the County.
- J. Provide services that meet the quality assurance standards contained in the Tehama County Mental Health Annual Quality Improvement Work Plan, attached hereto as Exhibit C.
- K. When providing medical services to Mental Health Division, Tehama County Juvenile Detention Facility, and Tehama County Jail patients, cooperate and work with any other physicians to provide adequate coverage for County as determined by the County.

Contractor shall be responsible for the accuracy of all billing submitted by Contractor and shall insure that each encounter or event claimed for the purposes of billing or reporting time is an accurate representation of the service and the time actually utilized by Contractor in providing the service. Contractor shall not be held accountable for errors or inaccuracies that may have been introduced to billing records subsequent to Contractor's initial submission of accurate records.

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

## **2. RESPONSIBILITIES OF THE COUNTY**

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

County shall maintain all telemedicine equipment used by the County in good working order and repair. County shall provide system support for all telemedicine equipment used by the County for telemedicine outpatient services provided by Contractor.

## **3. COMPENSATION**

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 number of hours Contractor provides services hereunder will be mutually determined by County

and Contractor. County shall have no obligation to compensate Contractor but for those hours scheduled by County and actually worked. The total compensation payable under this agreement shall not exceed \$200,000 during any fiscal year further defined as July 1, 2025 through June 30, 2026, July 1, 2026 through June 30, 2027 and July 1, 2027 through June 30, 2028. The Maximum Compensation payable under this Agreement shall not exceed \$600,000. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

#### **4. BILLING AND PAYMENT**

On or before the 15<sup>th</sup> of each month, Contractor shall submit to County an itemized invoice for all services rendered during the preceding calendar month. County shall make payment of all undisputed amounts within 45 days of receipt of Contractor's invoice. County shall be obligated to pay only for services properly invoiced in accordance with this section.

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

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

#### **5. TERM OF AGREEMENT**

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

**6. TERMINATION OF AGREEMENT**

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

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

**7. ENTIRE AGREEMENT; MODIFICATION**

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

**8. NONASSIGNMENT OF AGREEMENT**

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

**9. EMPLOYMENT STATUS**

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an

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

#### **10. INDEMNIFICATION**

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

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

exceptions to the total audit exceptions charged against County.

## **11. INSURANCE**

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

## **12. PREVAILING WAGE**

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. If the Services hereunder are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office and will make this information available to any interested party upon request. Contractor shall defend, indemnify, and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a “public work.” To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

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

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

### **13. NON-DISCRIMINATION**

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

### **14. GREEN PROCUREMENT POLICY**

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

### **15. COMPLIANCE WITH LAWS AND REGULATIONS**

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

### **16. LAW AND VENUE**

This agreement shall be deemed to be made in and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions



which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

**17. AUTHORITY**

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

**18. NOTICES**

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

If to County:	Tehama County Health Services Agency Attn: Executive Director P.O. Box 400 Red Bluff, CA 96080 (530) 527-8491
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If to Contractor:	Kings View Amanda Nugent Divine, PhD, CEO Maria Rodriguez, Contracts Director 1396 W. Herndon Ave Fresno, CA 93711
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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. QUALITY OF SERVICES**

All services delivered under this agreement by Contractor shall meet the quality assurance standards contained in the Tehama County Mental Health Annual Quality Improvement Work Plan (Exhibit C).

## **28. CONFLICT OF INTEREST**

During the period of this agreement, Contractor shall refrain from any activities that would create, maintain, or permit to continue any conflict of interest. Contractor shall adhere to the guidance contained in Guidelines for Avoiding Conflict of Interest. Contract physician staff or

Contract physician extenders are not restricted by this agreement in their ability to enter into or continue private practice or in hospitals, and may contract with other entities. In order to protect our patients, the Contract physician staff, and the Tehama County Health Services Agency, adherence to the following guidelines is required:

- A. No Contractor's physician or Contractor's physician extenders may provide services to private practice clients when services will be reimbursed through the Tehama County Mental Health fee-for-service Medi-Cal plan.
- B. No Contractor's physician or Contractor's physician extenders may refer to their private practice any patient that they see or meet in the performance of their Agency duties.
- C. No Contractor's physician or Contractor's physician extenders may refer any patient that they see or meet in the performance of their Agency duties to another Clinician's/Psychiatrist's private practice without written approval by the Tehama County Mental Health Director.
- D. No private practice patients may be seen on Agency time.
- E. All private practice patients are to be instructed not to call or contact their Contractor's physician or physician extenders during Agency time. The only times during which a Contractor's Physician or physician extenders may speak to, see in a face to face visit, or otherwise provide services to a private practice client is when such contact is required by imminent need or emergency. Any time spent resolving imminent need or emergency involving their private practice patients will not be charged to the Agency.
- F. These rules shall also be extended to include situations where a Contractor's Physician or physician extenders is in private practice with an outside partner(s). Referral to self or to a partner or other entity to whom the Contractor's physician or physician extenders is related by contract or agreement is prohibited by this agreement.

## **29. CONFIDENTIALITY**

Contractor recognizes that County has the right and responsibility to safeguard privileged and confidential information as required by law and usual professional practice. Contractor further

agrees that:

- A. All patient records, and any other proprietary information (collectively, "Information") are valuable, special, and unique assets belonging to and under the control of County.
- B. Contractor agrees that Contractor will not at any time or in any manner, either directly or indirectly, use any Information for Contractor's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of the Health Services Agency Executive Director.
- C. Contractor will protect the Information described above and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

### **30. CLINICAL RECORDS**

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

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

### **31. UNAUTHORIZED DISCLOSURE OF INFORMATION**

If it appears that Contractor has disclosed (or has threatened to disclose) Information in violation of this Agreement, County shall be entitled to an injunction to restrain Contractor from disclosing, in whole or in part, such Information, or from providing any services to any party to

whom such Information has been disclosed or may be disclosed. County shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

### **32. CONFIDENTIALITY AFTER TERMINATION**

The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

### **33. CODE OF CONDUCT**

At all times while providing services under this Agreement, Contractor shall adhere to Code of Conduct. Tehama County Health Services Agency (TCHSA) maintains high ethical standards and is committed to complying with all applicable statutes, regulations, and guidelines. TCHSA and each of its employees and contractors shall follow an established Code of Conduct.

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

#### **CODE OF CONDUCT – General Statement**

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

#### **CODE OF CONDUCT – All TCHSA employees and contractors:**

- Shall perform their duties in good faith and to the best of their ability.
- Shall comply with all statutes, regulations, and guidelines applicable to Federal health care programs, and with TCHSA's own policies and procedures.
- Shall refrain from any illegal conduct. When an employee or contractor is uncertain of the meaning or application of a statute, regulation, or guideline, or the legality of a certain

practice or activity, he or she shall seek guidance from his or her immediate Supervisor, Division Director, the Quality Assurance Manager, the Compliance Auditor, the Assistant Executive Director-Programs, or the Assistant Executive Director-Administration.

- Shall not obtain any improper personal benefit by virtue of their employment or contractual relationship with TCHSA;
- Shall notify their Supervisor, Division Director, Assistant Executive Director-Administration, the Assistant Executive Director-Programs, or Agency Executive Director immediately upon receipt (at work or at home) of any inquiry, subpoena, or other agency or governmental request for information regarding TCHSA;
- Shall not destroy or alter TCHSA information or documents in anticipation of, or in response to, a request for documents by any applicable governmental agency or from a court of competent jurisdiction;
- Shall not engage in any practice intended to unlawfully obtain favorable treatment or business from any entity, physician, patient, resident, vendor, or any other person or entity in a position to provide such treatment or business;
- Shall not accept any gift of more than nominal value or any hospitality or entertainment, which because of its source or value, might influence the employee's or contractor's independent judgment in transactions involving TCHSA;
- Shall disclose to their Director any financial interest, official position, ownership interest, or any other relationship that they (or a member of their immediate family) has with TCHSA vendors or contractors;
- Shall not participate in any false billing of patients, governmental entities, or any other party;
- Shall not participate in preparation of any false cost report or other type of report submitted to the government;
- Shall not pay or arrange for TCHSA to pay any person or entity for the referral of patients to TCHSA, and shall not accept any payment or arrangement for TCHSA to accept any payment for referrals from TCHSA;
- Shall not use confidential TCHSA information for their own personal benefit or for the benefit of any other person or entity while employed at or under contract to TCHSA, or at any time thereafter;

- Shall not disclose confidential medical information pertaining to TCHSA's patients or clients without the express written consent of the patients or clients or pursuant to court order and in accordance with the applicable law and TCHSA applicable policies and procedures;
- Shall promptly report to the Compliance Officer any and all violations or suspected violations of the Code of Conduct;
- Shall promptly report to the Compliance Officer any and all violations or suspected violations of any statute, regulation, or guideline applicable to Federal health care programs or violations of TCHSA's own policies and procedures;
- Shall not engage in or tolerate retaliation against employees or contractors who report or suspect wrongdoing.

### **34. CULTURAL COMPETENCY**

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

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



culturally based differences.

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

**35. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

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

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

**36. MONITORING**

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

**37. COMPLIANCE AND PROGRAM INTEGRITY**

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

**38. TRAFFICKING VICTIMS PROTECTION ACT OF 2000**

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

**39. BYRD ANTI-LOBBYING AMENDMENT (31 USC 1352)**

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

**40. HATCH**

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

**41. EXHIBITS**

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

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


Date: 6-18-25

**COUNTY OF TEHAMA**

  
Jayme S. Bottke, Executive Director

Date: 6/18/2025

**KINGS VIEW**

Signed by: 

A04F617F73914D5...  
Amanda Nugent Divine, PhD, Chief Executive Officer

123720  
Vendor Number

## Exhibit A

### **INSURANCE REQUIREMENTS FOR CONTRACTOR**

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

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

#### Automobile Liability

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

#### Workers' Compensation

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

#### Professional Liability (Contractor/Professional services standard agreement only)

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

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

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

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

#### Endorsements: Additional Insureds

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

The certificate holder shall be “County of Tehama.”

#### Deductibles and Self-Insured Retentions

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

#### Primary Insurance Coverage

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

#### Coverage Cancellation

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

### Acceptability of Insurers

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

### Subcontractors

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

### Material Breach

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

### Policy Obligations

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

### Verification of Coverage

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

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

Exhibit B

**RATE SCHEDULE**

Physician	Fiscal Year 2025-2026: \$315 per hour Fiscal Year 2026-2027: \$322 per hour Fiscal Year 2027-2028: \$328 per hour
Physician Extender (Psychiatric Nurse Practitioner)	\$75.00 to \$95.00 per hour – Health Services Agency Executive Director or designee must approve rate in writing prior to services rendered

Kings View schedules blocks of four hours at a time for the Psychiatrists. Individual hours are not permitted.

*End of Exhibit B*

## **Tehama County Mental Health Quality Improvement (QI) Program**

### **Overview**

The QI Program is designed to develop, implement, coordinate, monitor and evaluate performance activities throughout the Mental Health Plan (MHP). The primary concerns of the QI Program include, but are not limited to:

- Beneficiary Access to services and authorization for services
- Program Integrity and Compliance
- Grievances and Appeals
- Beneficiary and Provider Satisfaction
- Performance Improvement
- Beneficiary and System Outcomes
- Utilization Management and Clinical Reviews

The QI program is comprised of the Quality Improvement Committee (QIC), Quality Assurance Manager (QAM), and service teams. The QI program is accountable to the Mental Health Director and will be evaluated and updated annually. The QI Program includes a QI Workplan which is evaluated annually for effectiveness. New QI goals are created annually based on this evaluation.

### **Quality Improvement Committee (QIC)**

The purpose of the QIC is to improve the quality of mental health care and services provided by Tehama County Health Services Agency (TCHSA). It is the aim of TCHSA to provide accessible, timely, culturally competent, and cost-effective services to the community. The QIC monitors and evaluates quality and appropriateness of services at the beneficiary, provider and system levels. The QIC is responsible for recognizing inefficient processes, assessing barriers to quality of care, identifying solutions with measurable objectives and goals, taking actions to meet these objectives and goals, and evaluating the subsequent outcomes. Integral to the QIC's success in improving TCHSA services and quality of care is the continued integration of health services among agency centers and between agency centers and community health care providers, especially primary care providers. Collaboration among clinicians, supervisors, outside providers, consumers, patients' rights advocates, and community partners is essential to improve the integration of health care services.

QIC membership includes:

- Quality Assurance Manager (QAM) [CHAIR]
- Behavioral Health Director
- Behavioral Health Assistant Director
- Tehama County Mental Health Board Member(s)
- Contract Provider Representative(s)
- Business Operations Supervisor
- Licensed Clinical Supervisor(s)
- Cultural Competency Committee representative(s)

- Clinician(s)
- Medical Support staff
- Case Recourse Specialist(s)
- Patients' Rights Advocate(s)
- Consumer(s)

The QIC functions include (but are not limited to):

- Review new or pending laws, regulations, or policies in mental health.
- Review issues, challenges, improvements, and successes related to quality of care.
- Review and evaluate the results of QI activities including Performance Improvement Projects.
- Initiate necessary QI actions and follow-up of QI processes.
- Review of grievances and appeals to determine appropriate actions.
- Monitor and evaluate the quality and appropriateness of services at the beneficiary, provider and system levels and recommend solutions to identified issues.
- Review and evaluate the results of QI activities (internal and external) such as medication monitoring, audits of local outside providers, internal audits, annual reviews by an external quality review organization (EQRO) contracted by the State, and triennial review by the State.
- Review critical unusual occurrences (suicides/homicides), reports of sub-standard or unethical behavior/treatment by therapists, psychiatrists and other clinical staff.
- Recommend policies, procedures and system changes to improve beneficiary care and outcomes as a result of QI activities or QIC actions.
- Review and evaluate data to identify strengths, common trends and areas for improvement.
- Document all activities through dated and signed minutes of committee meetings that reflect QIC decisions and actions.
- Standard report evaluations quarterly with an annual review.

## Quality Assurance Manager (QAM)

The QAM is responsible for coordinating, managing and reporting on all aspects of the QI/Management processes of the MHP. The QAM chairs the QIC, prepares standard reports, coordinates annual consumer satisfaction surveys, manages all grievances and appeals, provides liaison services with the Department of Health Care Services personnel, verifies the credentials of licensed staff, audits contracted providers (both individual and organizational), oversees contracting with outside providers, performs site certification reviews for private and organizational providers, and develops Performance Improvement Projects in cooperation with systems of care.

## Service Teams

The service teams consist of representatives from Adult Outpatient, Crisis, Medication Support, Case Management, Adult Drop-In Center, Transitional Age Youth, and Mental Health Services Act programs. The teams work on QI from a clinical perspective in conjunction with and at the direction of the QAM and the QIC.



## QI Workplan

### Monitoring and Tracking

The QI Program collects data for the following quality-related quantitative and qualitative reports:

- Service delivery capacity/network adequacy
  - a. Network Adequacy Certification Tool (NACT)
  - b. Medi-Cal penetration rates
- Accessibility of services
  - a. Timeliness of access to services
  - b. Timeliness of authorizations
- Beneficiary satisfaction of services provided
  - a. Change of provider requests
  - b. No-show rates
  - c. Trends of grievances and appeals
  - d. Results of bi-annual consumer satisfaction surveys, including comments
- Service delivery system, including meaningful clinical issues and safety/effectiveness of medication practices
  - a. Results of internal peer chart reviews
  - b. Results of medication compliance monitoring
  - c. 24/7 Access/Crisis Line test call reports
- Continuity of care with physical health care and other providers
  - a. Inpatient hospitalization follow-up appointments
  - b. Re-hospitalization rates
- Provider appeals and satisfaction
  - a. Timeliness of Treatment Authorization Requests (TARs)
  - b. Trends of provider grievances and appeals

The QI Program may collect additional data in response to changes in regulation, ongoing QI projects, or as requested by management. Data is analyzed and evaluated at QIC meetings to identify quality issues, establish improvement initiatives, set goals, and document progress toward these quality improvement initiatives quarterly and annually.

### Sustaining Improvement Through Performance Improvement Projects (PIPs)

The MHP is committed to sustaining improved gained through quality improvement projects. The QI Program will have at least one clinical PIP and one non-clinical PIP every year. A PIP may last more than one year, but once finished, a new PIP must be started. PIPs are determined by the QIC based on data collected by the QI Program.

## Evaluation and Goal Setting

The QI Workplan will be evaluated annually, demonstrating that QI activities have contributed to meaningful improvement in clinical care and beneficiary service, and describing completed and in process QI activities, including performance improvement projects. Upon completion of this evaluation, new goals for the QI Program will be set.

*End of Exhibit C*

## Exhibit D

### **COMPLIANCE AND PROGRAM INTEGRITY**

#### **Evidence of Contractual Compliance**

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

#### **Exclusions Checks**

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

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

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

#### **Ownership Disclosure**

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

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

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

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

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

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

### **Business Transactions Disclosure**

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

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

### **Persons Convicted of Crimes Disclosure**

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

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

### **Criminal Background Checks**

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

*End of Exhibit D*

**E-Contract Review**  
**Approval as to Form**

Department Name: Health Services Agency

Vendor Name: Kings View

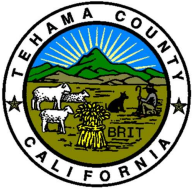
Contract Description: For the purpose of outpatient psychiatric services

APPROVED AS TO FORM:



Date: 06/09/2025

Office of the Tehama County Counsel  
Margaret Long, County Counsel



# Tehama County

## Agenda Request Form

**File #:** 25-1147

**Agenda Date:** 7/1/2025

**Agenda #:** 12.

### HEALTH SERVICES AGENCY / MENTAL HEALTH

#### **Requested Action(s)**

a) AGREEMENT - Request approval and authorization for the Executive Director to sign the Agreement with Native American Mental Health Services, dba North American Mental Health Services, Inc., for the purpose of providing outpatient psychiatry services and conservatorship evaluations for the rates as stated in Exhibit "B" with maximum compensation not to exceed \$400,000, effective 7/1/25 and shall terminate 6/30/29 (*Subject to receipt of required insurance documentation*)

#### **Financial Impact:**

Costs of services will be paid for with Mental Health Realignment funds allocated for medically necessary services for Mental Health Services Act dollars. Budget Unit is 40131 for Mental Health. There is no impact to the General Fund.

#### **Background Information:**

This is a renewal agreement with the vendor to provide conservatorship evaluations and outpatient psychiatry services for Mental Health clients of all ages. This contract is crucial as it provides critical services necessary for evaluating the status of conserved clients and provides additional contracted services that are required for meeting network adequacy numbers from the Department of Health Care Services.

If the agreement is not approved, clients in need of these services who are referred to the Department will not have the benefit of utilizing this vendor for time sensitive services required by regulations and/or state contracts. The Department would need to look for a new vendor which could increase the costs to the Department and cause delays in finding the necessary services for individuals in need of these specialized Mental Health treatment services.

**AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND  
NATIVE AMERICAN MENTAL HEALTH SERVICES dba  
NORTH AMERICAN MENTAL HEALTH SERVICES, INC.**

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This agreement is entered into between the County of Tehama, through its Health Services Agency, (“County”) and Native American Mental Health Services dba North American Mental Health Services, Inc., a California corporation (“Contractor”) for the purpose of providing outpatient psychiatry services and conservatorship evaluation for the Mental Health Division.

**1. RESPONSIBILITIES OF CONTRACTOR**

During the term of this agreement, Contractor shall, upon request of County:

- A. Provide psychiatry services on-site, consisting of psychiatric/medication evaluations, prescribing and monitoring medications of patients at the County.
- B. Provide tele-psychiatry services to patients at the County, consisting of psychiatric/medication evaluations and follow-up, prescribing and monitoring medications including laboratory evaluation, pharmaceutical management including medication pre-authorization and Treatment Authorization Requests (TARs) and psychological evaluation and testing through video conferencing.
- C. Make available whenever possible a child and adolescent psychiatrist to be scheduled by mutual agreement of Contractor and Tehama County Mental Health Director or designee.
- D. Conduct LPS Conservatorship evaluations of approximately 2 hours in length each via tele-psychiatry services or face-to-face interviews by a Licensed Clinical Psychologist by mutual agreement of Contractor and Tehama County Mental Health Director or designee. The Licensed Clinical Psychologist will also attend court to provide expert witness testimony, as necessary.
- E. When providing medical services to Mental Health Division, cooperate and work with any other physicians to provide adequate coverage for County as mutually determined by the County and North American Mental Health Services.
- F. All physicians/psychologists utilized by Contractor shall be licensed in the State of California and such license shall be unrestricted by the Board of Medical Quality Assurance at all times.



- G. All professional, licensed staff utilized by Contractor shall be licensed by their respective State of California licensing board and such license shall be unrestricted by such board at all times.
- H. Provide the County with a valid National Provider Identifier (NPI) number for all licensed staff provided by the Contractor performing duties for the County.
- I. Be responsible for all compensation and benefits of any staff supplied by Contractor hereunder. Contractor's staff shall not be deemed to be employees of County, nor to have a contractual relationship with County.
- J. Be responsible for all of Contractor's and Contractor's staff personal and professional expenses, including, but not limited to, those pertaining to professional licensure fees, educational expenses, membership dues in professional societies, and insurance as required hereunder.
- K. Not incur any financial obligation on behalf of the County.
- L. Provide services that meet the quality assurance standards contained in the Tehama County Mental Health Annual Quality Improvement Work Plan, attached hereto as Exhibit C.
- M. Schedule appointments and services by mutual agreement of Contractor and Tehama County Mental Health Director or designee.

Contractor shall be responsible for the accuracy of all billing submitted by Contractor and shall insure that each encounter or event claimed for the purposes of billing or reporting time is an accurate representation of the service and the time actually utilized by Contractor in providing the service. Contractor shall not be held accountable for errors or inaccuracies that may have been introduced to billing records subsequent to Contractor's initial submission of accurate records.

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

## **2. RESPONSIBILITIES OF THE COUNTY**

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

County shall maintain all telemedicine equipment used by the County in good working order and repair. County shall provide system support for all telemedicine equipment used by the County for telemedicine outpatient psychiatry services provided by Contractor.

County will provide the following support services at Tehama County Health Services Agency for the benefit and convenience of its clients and employees on a prearranged schedule by mutual agreement of Contractor and Tehama County Mental Health Director or designee:

- A) office space;
- B) staff and secretarial support;
- C) office supplies;
- D) computer and programs for record keeping;
- E) all appropriate patient records;
- F) Insurance eligibility and verification, as appropriate for the patients.

## **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 number of hours Contractor provides services hereunder will be mutually determined by County and Contractor. County shall have no obligation to compensate Contractor but for those hours scheduled by County and actually worked. The Maximum Compensation payable under this Agreement shall not exceed \$400,000.00. 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 to County an itemized invoice for all services rendered. Invoices shall be submitted no more frequently than weekly and shall be for all services rendered during the preceding calendar month. County shall make payment of all undisputed amounts within 30 days of receipt of Contractor's invoice. County shall be obligated to pay only for services properly invoiced in accordance with this section.

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

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

#### **5. TERM OF AGREEMENT**

This agreement shall commence on July 1, 2025, and shall terminate June 30, 2029, unless terminated in accordance with section 6 below.

#### **6. TERMINATION OF AGREEMENT**

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

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

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

**7. ENTIRE AGREEMENT; MODIFICATION**

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

**8. NONASSIGNMENT OF AGREEMENT**

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

**9. EMPLOYMENT STATUS**

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

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

**10. INDEMNIFICATION**

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

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

**11. INSURANCE**

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

**12. PREVAILING WAGE**

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

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

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

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

### **13. NON-DISCRIMINATION**

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

**14. GREEN PROCUREMENT POLICY**

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

**15. COMPLIANCE WITH LAWS AND REGULATIONS**

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

**16. LAW AND VENUE**

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

**17. AUTHORITY**

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

**18. NOTICES**

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

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

If to Contractor: North American Mental Health Services, Inc.  
2400 Washington Ave Ste. 100  
Redding, CA 96001  
(530) 768-2828

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. QUALITY OF SERVICES**

All services delivered under this agreement by Contractor shall meet the quality assurance standards contained in the Tehama County Mental Health Annual Quality Improvement Work Plan (Exhibit C).

## **28. CONFLICT OF INTEREST**

During the period of this agreement, Contractor shall refrain from any activities that would create, maintain, or permit to continue any conflict of interest. Contractor shall adhere to the guidance contained in the Guidelines for Avoiding Conflict of Interest described herein.

Contractor’s Psychiatric/Psychologist staff are not restricted by this agreement in their ability to enter into or continue private practice or in hospitals and may contract with other entities. In order to protect our patients, the Contractor’s Psychiatric/Psychologist staff, and the Tehama County Health Services Agency, adherence to the following Guidelines for Avoiding Conflict of Interest is required:

- A. No Contractor’s Psychiatrist/Psychologist may provide services to private practice clients when services will be reimbursed through the Tehama County Mental Health fee-for-service Medi-Cal plan.
- B. No Contractor’s Psychiatrist/Psychologist may refer to their private practice any patient that they see or meet in the performance of their Agency duties with County.
- C. No Contractor’s Psychiatrist/Psychologist may refer any patient that they see or meet in the performance of their Agency duties with County to another Clinician’s/Psychiatrist’s private practice without written approval by the Tehama County Mental Health Director.
- D. No private practice patients may be seen on County time.

- E. All private practice patients are to be instructed not to call or contact the Contractor's Psychiatrist/Psychologist during County time. The only times during which a Contractor's Psychiatrist/Psychologist may speak to, see in a face to face visit, or otherwise provide services to a private practice client is when such contact is required by imminent need or emergency. Any time spent resolving imminent need or emergency involving their private practice patients will not be charged to County.
- F. These rules shall also be extended to include situations where a Contractor's Psychiatrist/Psychologist is in private practice with an outside partner(s). Referral to self or to a partner or other entity to whom the Contractor's Psychiatrist/Psychologist is related by contract or agreement is prohibited by this agreement.
- G. On approval of County, a patient may be transitioned from "severe and persistent" to "mild to moderate". Only at such time may Contractor provide private practice services to the "mild to moderate" private practice patient on non-County time. Contractor shall maintain patient's records in a manner which allows for easy deciphering of the transition.

**29. HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA)**

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

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

**30. UNAUTHORIZED DISCLOSURE OF INFORMATION**

If it appears that Contractor has disclosed (or has threatened to disclose) Information in violation of this Agreement, County shall be entitled to an injunction to restrain Contractor from disclosing, in whole or in part, such Information, or from providing any services to any party to

whom such Information has been disclosed or may be disclosed. County shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

### **31. CONFIDENTIALITY AFTER TERMINATION**

The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

### **32. DOCUMENTS AND RECORDS**

- A. Upon written request, Contractor agrees to permit County, State, and/or Federal agencies authorized by the Director, to inspect, review, and copy all records, notes, and writing of any kind in connection with the services provided by Contractor under this agreement. All such inspections and copying shall occur during normal business hours.
- B. If the California Department of Health Care Services, Center for Medicare and Medicaid Services (CMS), or Office of the Inspector General of the US Department of Health and Human Services determines there is a reasonable possibility of fraud or similar risk, the State, SMC or HHS Inspector General may inspect, evaluate, and audit the subcontractor at any time.
- C. Contractor shall preserve all records relating to the services provided pursuant to this agreement until at least ten years from the final date of the contract period or ten years from the date of completion of any audit, whichever is later.
- D. At the end of the period required for record retention, Contractor shall destroy all records made pursuant to this agreement in accordance with the California Code of Regulations, the California Welfare and Institutions Code, and Contractor's State licensing requirements.
- E. Contractor shall document compliance with all contractual requirements. Such documentation shall be provided to County upon request.

### **33. CLINICAL RECORDS**

Contractor shall maintain adequate records. Patient records must comply with all appropriate State and Federal requirements. Individual records shall contain intake information, interviews, and progress notes. Program records shall contain detail adequate for the evaluation of the

service. Contractor agrees that its inability to produce records adequate for evaluation of the service shall constitute ground for audit exception and denial of Contractor's claim for payment for those services. Contractor shall provide monthly reports to the County in conformance with the Client and Service Information (CSI) System as prescribed by the State Department of Mental Health.

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

#### **34. MONITORING**

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

#### **35. FINANCIAL RECORDS**

Contractor shall maintain financial records that clearly reflect the cost of each type of service for which payment is claimed. Any apportionment of costs shall be made in accordance with generally accepted accounting principles and shall evidence proper audit trails reflecting the true cost of the services rendered. Appropriate service and financial records must be kept in accordance with the Department of Mental Health rules and regulations.

Upon termination of this Agreement, Contractor shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in Contractor's possession or under Contractor's control and that are County's property or relate to County's business.

#### **36. CODE OF CONDUCT**

At all times while providing services under this Agreement, Contractor shall adhere to Code of Conduct. Tehama County Health Services Agency (TCHSA) maintains high ethical standards

and is committed to complying with all applicable statutes, regulations, and guidelines. TCHSA and each of its employees and contractors shall follow an established Code of Conduct.

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

**CODE OF CONDUCT – General Statement**

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

**CODE OF CONDUCT – All TCHSA employees and contractors:**

- Shall perform their duties in good faith and to the best of their ability.
- Shall comply with all statutes, regulations, and guidelines applicable to Federal health care programs, and with TCHSA's own policies and procedures.
- Shall refrain from any illegal conduct. When an employee or contractor is uncertain of the meaning or application of a statute, regulation, or guideline, or the legality of a certain practice or activity, he or she shall seek guidance from his or her immediate Supervisor, Division Director, the Quality Assurance Manager, the Compliance Auditor, the Assistant Executive Director-Programs, or the Assistant Executive Director-Administration.
- Shall not obtain any improper personal benefit by virtue of their employment or contractual relationship with TCHSA;
- Shall notify their Supervisor, Division Director, Assistant Executive Director-Administration, the Assistant Executive Director-Programs, or Agency Executive Director immediately upon receipt (at work or at home) of any inquiry, subpoena, or other agency or governmental request for information regarding TCHSA;

- Shall not destroy or alter TCHSA information or documents in anticipation of, or in response to, a request for documents by any applicable governmental agency or from a court of competent jurisdiction;
- Shall not engage in any practice intended to unlawfully obtain favorable treatment or business from any entity, physician, patient, resident, vendor, or any other person or entity in a position to provide such treatment or business;
- Shall not accept any gift of more than nominal value or any hospitality or entertainment, which because of its source or value, might influence the employee's or contractor's independent judgment in transactions involving TCHSA;
- Shall disclose to their Director any financial interest, official position, ownership interest, or any other relationship that they (or a member of their immediate family) has with TCHSA vendors or contractors;
- Shall not participate in any false billing of patients, governmental entities, or any other party;
- Shall not participate in preparation of any false cost report or other type of report submitted to the government;
- Shall not pay or arrange for TCHSA to pay any person or entity for the referral of patients to TCHSA, and shall not accept any payment or arrangement for TCHSA to accept any payment for referrals from TCHSA;
- Shall not use confidential TCHSA information for their own personal benefit or for the benefit of any other person or entity while employed at or under contract to TCHSA, or at any time thereafter;
- Shall not disclose confidential medical information pertaining to TCHSA's patients or clients without the express written consent of the patients or clients or pursuant to court order and in accordance with the applicable law and TCHSA applicable policies and procedures;
- Shall promptly report to the Compliance Officer any and all violations or suspected violations of the Code of Conduct;
- Shall promptly report to the Compliance Officer any and all violations or suspected violations of any statute, regulation, or guideline applicable to Federal health care programs or violations of TCHSA's own policies and procedures;
- Shall not engage in or tolerate retaliation against employees or contractors who report or suspect wrongdoing.

### **37. CULTURAL COMPETENCY**

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

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

### **38. HIRING**

County agrees to pay a hiring fee in the amount of Twenty-Five Thousand Dollars and no cents (\$25,000.00) for any psychiatrist or Licensed Clinical Psychologist ("Practitioner") introduced to County by Contractor if that Practitioner:

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



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

The hiring fee shall be payable on the earlier of:

- a) the date any contract is made for the Practitioner's permanent position; or
- b) the date the Practitioner's permanent position commences.

Until the hiring fee is paid, all services by that Practitioner in such permanent position shall be treated as provided through Contractor's Agreement, and payment for such services shall be made to Contractor as provided in this Agreement in Exhibit B.

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

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

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

#### **39. COMPLIANCE AND PROGRAM INTEGRITY**

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

#### **40. TELECOMMUNICATION FOR ASSESSMENTS OF CLIENTS**

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

#### **41. TRAFFICKING VICTIMS PROTECTION ACT OF 2000**

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

**42. BYRD ANTI-LOBBYING AMENDMENT (31 USC 1352)**

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


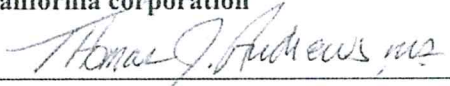
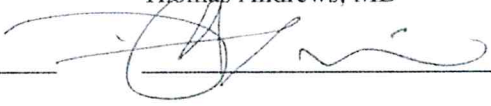
**43. HATCH ACT**

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

**44. EXHIBITS**

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

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

Date: 6-10-25  
 COUNTY OF TEHAMA  
  
 Jayme S. Bottke, Executive Director  
 NATIVE AMERICAN MENTAL HEALTH  
 SERVICES dba NORTH AMERICAN  
 MENTAL HEALTH SERVICES, INC., a  
 California corporation  
 Date: \_\_\_\_\_  
  
 Thomas Andrews, MD  
 Date: \_\_\_\_\_  
  
 Benton Kinney, PA-C

123496  
 Vendor Number

## Exhibit A

### **INSURANCE REQUIREMENTS FOR CONTRACTOR**

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

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

#### Automobile Liability

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

#### Workers' Compensation

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

#### Professional Liability (Contractor/Professional services standard agreement only)

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

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

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

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

#### Endorsements: Additional Insureds

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

The certificate holder shall be “County of Tehama.”

#### Deductibles and Self-Insured Retentions

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

#### Primary Insurance Coverage

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

#### Coverage Cancellation

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

### Acceptability of Insurers

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

### Subcontractors

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

### Material Breach

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

### Policy Obligations

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

### Verification of Coverage

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

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

## Exhibit B

### **Rate Schedule**

#### **Services provided by Nurse Practitioner/Physician's Assistant      \$255.00 per hour**

One additional hour of services will be billed at the end of any day services were provided to complete requests for medication refills and to complete County required documentation.

#### **Services Provided by a Licensed Psychiatrist      \$300.00 per hour**

Services will be provided in 4 hour and 8 hour increments. If services are cancelled, they must be cancelled five business days before services to take place or County will be charged for the time. Services will also include psychiatric assessments for both adults and youth. Assessments will include conservatorship evaluation and other court ordered assessments. Paperwork as needed for court process will be completed by Licensed Psychologist. These assessments are scheduled on an as need basis. If scheduled services are cancelled, they must be cancelled 48 hours in advance of the appointment or Tehama County will be charged for one hour of the scheduled time.

One additional hour of services will be billed at the end of any day services were provided to complete requests for medication refills and to complete County required documentation.

#### **Services Provided by a Licensed Psychologist      \$265.00 per hour**

Services will include psychiatric assessments of both adults and youth. Assessments will include conservatorship evaluation and other court ordered assessments. Paperwork as needed for court process will be completed by Licensed Psychologist. These assessments are scheduled on an as need basis. If scheduled services are cancelled, they must be cancelled 48 hours in advance of the appointment or Tehama County will be charged for one hour of the scheduled time.

#### **Services Provided by a Licensed Clinician (LCSW/LMFT/ LPCC)      \$185.00 per hour**

Services will be provided in hour increments with 30 minutes of additional time billed at the end of any day services are provided to complete County required documentation. Scheduling services will include assessment/diagnosis and individual therapy for adults and youth.

*End of Exhibit B*

## Exhibit C

### **Tehama County Mental Health Quality Improvement (QI) Program**

#### **Overview**

The QI Program is designed to develop, implement, coordinate, monitor and evaluate performance activities throughout the Mental Health Plan (MHP). The primary concerns of the QI Program include, but are not limited to:

- Beneficiary Access to services and authorization for services
- Program Integrity and Compliance
- Grievances and Appeals
- Beneficiary and Provider Satisfaction
- Performance Improvement
- Beneficiary and System Outcomes
- Utilization Management and Clinical Reviews

The QI program is comprised of the Quality Improvement Committee (QIC), Quality Assurance Manager (QAM), and service teams. The QI program is accountable to the Mental Health Director and will be evaluated and updated annually. The QI Program includes a QI Workplan which is evaluated annually for effectiveness. New QI goals are created annually based on this evaluation.

#### **Quality Improvement Committee (QIC)**

The purpose of the QIC is to improve the quality of mental health care and services provided by Tehama County Health Services Agency (TCHSA). It is the aim of TCHSA to provide accessible, timely, culturally competent, and cost-effective services to the community. The QIC monitors and evaluates quality and appropriateness of services at the beneficiary, provider and system levels. The QIC is responsible for recognizing inefficient processes, assessing barriers to quality of care, identifying solutions with measurable objectives and goals, taking actions to meet these objectives and goals, and evaluating the subsequent outcomes. Integral to the QIC's success in improving TCHSA services and quality of care is the continued integration of health services among agency centers and between agency centers and community health care providers, especially primary care providers. Collaboration among clinicians, supervisors, outside providers, consumers, patients' rights advocates, and community partners is essential to improve the integration of health care services.

QIC membership includes:

- Quality Assurance Manager (QAM) [CHAIR]
- Behavioral Health Director
- Behavioral Health Assistant Director
- Tehama County Mental Health Board Member(s)
- Contract Provider Representative(s)
- Business Operations Supervisor
- Licensed Clinical Supervisor(s)



- Cultural Competency Committee representative(s)
- Clinician(s)
- Medical Support staff
- Case Recourse Specialist(s)
- Patients' Rights Advocate(s)
- Consumer(s)

The QIC functions include (but are not limited to):

- Review new or pending laws, regulations, or policies in mental health.
- Review issues, challenges, improvements, and successes related to quality of care.
- Review and evaluate the results of QI activities including Performance Improvement Projects.
- Initiate necessary QI actions and follow-up of QI processes.
- Review of grievances and appeals to determine appropriate actions.
- Monitor and evaluate the quality and appropriateness of services at the beneficiary, provider and system levels and recommend solutions to identified issues.
- Review and evaluate the results of QI activities (internal and external) such as medication monitoring, audits of local outside providers, internal audits, annual reviews by an external quality review organization (EQRO) contracted by the State, and triennial review by the State.
- Review critical unusual occurrences (suicides/homicides), reports of sub-standard or unethical behavior/treatment by therapists, psychiatrists and other clinical staff.
- Recommend policies, procedures and system changes to improve beneficiary care and outcomes as a result of QI activities or QIC actions.
- Review and evaluate data to identify strengths, common trends and areas for improvement.
- Document all activities through dated and signed minutes of committee meetings that reflect QIC decisions and actions.
- Standard report evaluations quarterly with an annual review.

## Quality Assurance Manager (QAM)

The QAM is responsible for coordinating, managing and reporting on all aspects of the QI/Management processes of the MHP. The QAM chairs the QIC, prepares standard reports, coordinates annual consumer satisfaction surveys, manages all grievances and appeals, provides liaison services with the Department of Health Care Services personnel, verifies the credentials of licensed staff, audits contracted providers (both individual and organizational), oversees contracting with outside providers, performs site certification reviews for private and organizational providers, and develops Performance Improvement Projects in cooperation with systems of care.

## Service Teams

The service teams consist of representatives from Adult Outpatient, Crisis, Medication Support, Case Management, Adult Drop-In Center, Transitional Age Youth, and Mental Health Services

Act programs. The teams work on QI from a clinical perspective in conjunction with and at the direction of the QAM and the QIC.

## QI Workplan

### Monitoring and Tracking

The QI Program collects data for the following quality-related quantitative and qualitative reports:

- Service delivery capacity/network adequacy
  - a. Network Adequacy Certification Tool (NACT)
  - b. Medi-Cal penetration rates
- Accessibility of services
  - a. Timeliness of access to services
  - b. Timeliness of authorizations
- Beneficiary satisfaction of services provided
  - a. Change of provider requests
  - b. No-show rates
  - c. Trends of grievances and appeals
  - d. Results of bi-annual consumer satisfaction surveys, including comments
- Service delivery system, including meaningful clinical issues and safety/effectiveness of medication practices
  - a. Results of internal peer chart reviews
  - b. Results of medication compliance monitoring
  - c. 24/7 Access/Crisis Line test call reports
- Continuity of care with physical health care and other providers
  - a. Inpatient hospitalization follow-up appointments
  - b. Re-hospitalization rates
- Provider appeals and satisfaction
  - a. Timeliness of Treatment Authorization Requests (TARs)
  - b. Trends of provider grievances and appeals

The QI Program may collect additional data in response to changes in regulation, ongoing QI projects, or as requested by management. Data is analyzed and evaluated at QIC meetings to identify quality issues, establish improvement initiatives, set goals, and document progress toward these quality improvement initiatives quarterly and annually.

### Sustaining Improvement Through Performance Improvement Projects (PIPs)

The MHP is committed to sustaining improved gained through quality improvement projects. The QI Program will have at least one clinical PIP and one non-clinical PIP every year. A PIP may last more than one year, but once finished, a new PIP must be started. PIPs are determined by the QIC based on data collected by the QI Program.

## Evaluation and Goal Setting

The QI Workplan will be evaluated annually, demonstrating that QI activities have contributed to meaningful improvement in clinical care and beneficiary service, and describing completed and in process QI activities, including performance improvement projects. Upon completion of this evaluation, new goals for the QI Program will be set.

*End of Exhibit C*

## Exhibit D

### **COMPLIANCE AND PROGRAM INTEGRITY**

#### **Evidence of Contractual Compliance**

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

#### **Exclusions Checks**

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

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

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

#### **Ownership Disclosure**

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

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

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

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

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

#### **Business Transactions Disclosure**

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

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

#### **Persons Convicted of Crimes Disclosure**

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

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

### **Criminal Background Checks**

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

*End of Exhibit D*

**E-Contract Review**  
**Approval as to Form**

Department Name: Health Services Agency

Vendor Name: Native America Mental Health Services dba North America Mental Health Services

Contract Description: For the purpose of providing outpatient psychiatric services

APPROVED AS TO FORM:



Date: 06/10/2025

Office of the Tehama County Counsel  
Margaret Long, County Counsel



# Tehama County

## Agenda Request Form

**File #:** 25-1151

**Agenda Date:** 7/1/2025

**Agenda #:** 13.

### SHERIFF'S OFFICE

#### **Requested Action(s)**

a) AGREEMENT - Request ratification and authorization for the Chair and Sheriff to sign Amendment #5 with Inmate Calling Solutions, LLC dba ICSolutions (Misc. Agree. #2019-123) as amended by Misc. Agree #2022-130, #2022-201, #2023-105 and #2024-274, thereby extending the term effective 5/8/25 and shall terminate 5/7/26

#### **Financial Impact:**

There is no cost to the department for these services. The department will receive revenue from the vendors that is deposited into the Inmate Welfare Account (510-471120), at a rate included in the vendor's proposal/agreement.

#### **Background Information:**

A Request for Proposal (RFP) was released on April 7, 2025, for the Tehama County Jail Inmate Telecommunications. On May 8, 2025, one proposal was received. The proposal was reviewed and found to be insufficient for our current service being received. It was determined that in the fall an additional RFP will be held and be open for a longer length of time to allow the vendor additional time to develop competitive RFPs. It was decided it would be advantageous to extend IC Solutions' current agreement for 1 year.

The agreement with IC Solutions for Inmate Telecommunications System was approved and became effective 5/7/19 (Misc. Agree 2019-123). The agreement has since been amended and approved by the Board on 5/10/22 (Misc. Agree. 2022-130), 7/12/22 (Misc. Agree. 2022-201), 4/25/23 (Misc. Agree 2023-105), and 8/20/24 (Misc. Agree. 2024-274).

The Sheriff's Office plans to go out to bid prior to the expiration of this agreement for continued best pricing for ongoing inmate services.



**Amendment No. 5 to the Agreement No. 219-123  
between the County of Tehama Sheriff's Office and ICSolutions**

This Amendment No. 5 to the above Agreement dated 05/07/2019, as previously amended (the "Agreement") is made by and between **Inmate Calling Solutions, LLC, d/b/a ICSolutions** ("ICS") and **County of Tehama Sheriff's Office** ("County").

Whereas, the parties wish to amend the Agreement as follows:

1. Capitalized terms not expressly defined herein shall have the meaning ascribed thereto under the Agreement.

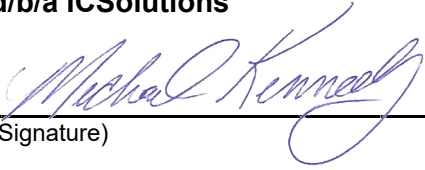
2. Section 4 of the Agreement is hereby amended to read as follows:

This Agreement shall commence as of the date signed by both parties and shall remain in effect until May 7, 2026. Thereafter, this Agreement may be further extended by mutual consent of the parties.

3. Excepted as amended hereby, the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment by their duly authorized representatives, effective as of May 8, 2025:

**Inmate Calling Solutions, LLC  
d/b/a ICSolutions**

  
\_\_\_\_\_  
(Signature)

Mike Kennedy  
\_\_\_\_\_  
(Printed Name)

Vice President Sales & Marketing  
\_\_\_\_\_  
(Title)

6/5/2025  
\_\_\_\_\_  
(Date)

**Chairman, Board of Supervisors**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**Tehama County Sheriff's Department**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**Amendment No. 4 to the Agreement No. 219-123  
between the County of Tehama Sheriff's Office and ICSolutions**

This Amendment No. 4 to the above Agreement dated 05/07/2019, as previously amended (the "Agreement") is made by and between **Inmate Calling Solutions, LLC, d/b/a ICSolutions ("ICS")** and **County of Tehama Sheriff's Office ("County")**.

Whereas, the parties wish to amend the Agreement as follows:

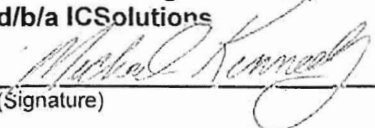
1. Capitalized terms not expressly defined herein shall have the meaning ascribed thereto under the Agreement.
2. Section 4 of the Agreement is hereby amended to read as follows:

This Agreement shall commence as of the date signed by both parties and shall remain in effect until May 7, 2025. Thereafter, this Agreement may be further extended by mutual consent of the parties.

3. Excepted as amended hereby, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment by their duly authorized representatives:

**Inmate Calling Solutions, LLC  
d/b/a ICSolutions**

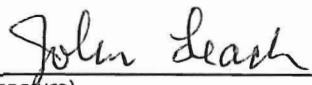
  
(Signature)

**Mike Kennedy**  
(Printed Name)

**Vice President Sales & Marketing**  
(Title)

**5/21/2024**  
(Date)

**Chairman, Board of Supervisors**

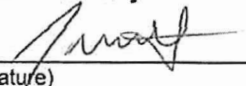
  
(Signature)

**John Leach**  
(Printed Name)

**Chairperson, Tehama County Board of Supervisors**  
(Title)

**08/20/24**  
(Date)

**Tehama County Sheriff's Department**

 052124  
(Signature)

**Jeff Garrett**  
(Printed Name)

**Undersheriff**  
(Title)

**5/21/2024**  
(Date)

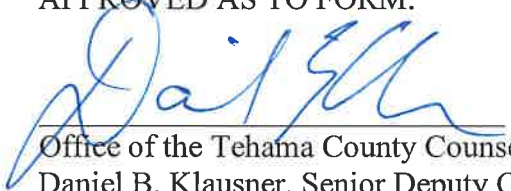
**E-Contract Review**  
**Approval as to Form**

Department Name: TCSO

Vendor Name: IC Solutions

Document Description: Agreement for inmate Telecom

APPROVED AS TO FORM:



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

Date: 8/2/24



# **Tehama County**

## **Minutes Certification**

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

**File Number: 24-1270**

**Enactment Number: MISC. AGR 2024-274**

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

**24-1270**

a) AGREEMENT - Ratification and authorization for the Chair and Sheriff to sign Amendment #4 with Inmate Calling Solutions, LLC dba ICSolutions (Misc. Agree. #2019-123 as amended by Misc. Agree #2022-130 and Misc. Agree #2022-201 and Misc. Agree #2023-105), thereby extending the term effective 5/8/24 and shall terminate 5/7/25.

**RESULT:** APPROVED

**MOVER:** Pati Nolen

**SECONDER:** Candy Carlson

**AYES:** Supervisor Moule, Supervisor Carlson, Supervisor Nolen, Vice Chair Hansen, and Chairperson Leach  
Enactment No: MISC. AGR 2024-274

I, SEAN HOUGHTBY, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on 8/20/2024.

**Attest:**

A handwritten signature in black ink, appearing to read "Sean Houghtby", written over a horizontal line.

Deputy

**September 04, 2024**

**Date Certified**

### AMENDMENT 3

#### TO THE AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND ICSOLUTIONS

This Amendment to Agreement Number 2019-123 dated May 7, 2019, by and between the County of Tehama, through its Department of Sheriff (County) and Inmate Calling Solutions, LLC, d/b/a ICSolutions (Contractor) for the provision of providing an inmate telecommunication system at the Tehama County Jail, shall amend the following:

#### 4. TERM OF AGREEMENT

This agreement shall commence on the date signed by both parties and shall remain in effect for three (3) years, with an option to extend the contract term for up to two (2) additional one (1) year periods, unless terminated due to the conditions set forth herein. If the County elects to exercise the option to extend the term for the two additional one-year periods, the Sheriff must give the contractor written notice of the County's election to extend the term an additional year.

Effective May 8, 2023 the county is exercising its option to extend the term for the second (2<sup>nd</sup>) and final period through May 7, 2024.

It is mutually agreed that all other terms and conditions of Agreement Number 2019-123 shall remain in full force and effect.

**IN WITNESS WHEREOF**, County and Contractor have executed this Amendment 3 to Agreement 2019-123 on the day and year set forth below.

#### COUNTY OF TEHAMA

Date: Mar 29, 2023

  
\_\_\_\_\_  
David P. Kain (Mar 29, 2023 18:16 PDT)  
Sheriff-Coroner

Date: \_\_\_\_\_

APR 25 2023

  
\_\_\_\_\_  
Chairman, Board of Supervisors

#### ICSOLUTIONS

Date: Mar 29, 2023

  
\_\_\_\_\_  
Michael Kennedy (Mar 29, 2023 17:27 EDT)  
Authorized Agent

TEHAMA COUNTY  
AGREEMENT # \_\_\_\_\_

**E-Contract Review**  
**Approval as to Form**

Department Name: Sheriff

Vendor Name: IC Solutions

Contract Description: Amendment #3 for the inmate telecommunications system

APPROVED AS TO FORM:

*Margaret Long*

Date: 04/10/2023

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

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

**CONSENT AGENDA**

(All votes were conducted via roll call by the Clerk.)

**RESULT:**       **ADOPTED [UNANIMOUS]**  
**MOVER:**       John Leach, Supervisor - District 5  
**SECONDER:**   Pati Nolen, Supervisor - District 3  
**AYES:**        Moule, Hansen, Leach, Nolen, Carlson

14. SHERIFF

- a) AGREEMENT - Request approval and authorization for the Chair and Sheriff to sign Amendment #3 with ICSolutions (Misc. Agree. #2019-123 as amended by Misc. Agree #2022-130 and Misc. Agree #2022-201), thereby extending the term effective 5/8/23 and shall terminate 5/7/24  
(Miscellaneous Agreement #2023-105)

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: April 26, 2023

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

By: \_\_\_\_\_

Deputy

**AMENDMENT 2**  
**TO THE AGREEMENT BETWEEN THE COUNTY OF TEHAMA**  
**AND ICSOLUTIONS**

This Amendment to Agreement Number 2019-123, dated May 7, 2019, by and between the County of Tehama, through its Department of Sheriff (County) and Inmate Calling Solutions, LLC, d/b/a ICSolutions (Contractor) for the provision of providing an inmate telecommunication system at the Tehama County Jail, shall be amended as follows:

**3. COMPENSATION**

Contractor shall not be entitled to any compensation or reimbursement whatsoever from County under this agreement. Contractor's sole consideration for the services performed under this Agreement shall be Contractor's Portion of the proceeds of the sales of the jail inmate telecommunication services. Such commission shall be deposited into the County's Inmate Welfare Fund.

The Call Rates under the Agreement are hereby ratified to have changed, as of October 7, 2021 with respect to domestic rates and October 26, 2021 with respect to international rates, as follows:

<b>Prepaid, Debit, Qwikcall™ &amp; Direct Bill Calling Rates</b>	
<u>Call Type</u>	<u>Per Minute Charge</u>
Local	\$0.07
Intrastate/IntraLATA	\$0.07
Intrastate/InterLATA	\$0.07
Interstate	\$0.07
International (Debit only)	* Cost + \$0.21

***NOTES:** Domestic interstate rates apply for calls to U.S. territories including American Samoa, Guam, Northern Mariana Islands, Puerto Rico and U.S. Virgin Islands. All non-U.S. destinations are rated as international.*



\* "Cost" means Contractor's underlying carrier cost based on an average rate per minute per destination calculated quarterly pursuant to 47 CFR § 64.6030 (e).

Call rates shown do not include local, county, state and federal taxes, regulatory surcharges and pass-through, third-party financial transaction fees as permitted by applicable regulations.

The Service Fees under the Agreement are hereby ratified to be \$0.00 as of October 7, 2021, however, Contractor may pass-through to consumers any third-party, financial transaction fees without mark-up pursuant to California Public Utilities Commission Decision 21-08-037 in R.20-10-002.

The Commission Rate under the Agreement, applicable to calling revenue, is hereby amended to be 15%, effective with revenue generated in January, 2022.

It is mutually agreed that all other terms and conditions of Agreement Number 2019-12 and Amendment Number 2022-130 shall remain in full force and effect.

IN WITNESS WHEREOF, County and Contractor have executed this amendment to Agreement 2019-123 on the day and year set forth below.

Date: Jun 23, 2022

COUNTY OF TEHAMA

Dave Hencratt

Dave Hencratt (Jun 23, 2022 13:32 PDT)

Sheriff-Coroner

Date: JUN 23 2022

[Signature]

Chairman, Board of Supervisors

Date: Jun 23, 2022

ICSOLUTIONS

Miko Kennedy

Authorized Agent

E-Contract Review  
Approval as to Form

Department Name: Sheriff  
Vendor Name: ICSolutions  
Contract Description: Amendment 2 with ICSolutions for the purpose of  
updating their compensation structure,

APPROVED AS TO FORM:

*Margaret Long*

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

Date: 6/29/22

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

**CONSENT AGENDA**

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

18. SHERIFF

- a) AGREEMENT - Approval and authorization for the Chair and Sheriff to sign Amendment #2 with ICSolutions (Misc. Agree. #2019-123 as amended by #2022-130), for the purpose of updating their compensation structure, effective 10/7/21. (Miscellaneous Agreement #2022-201)

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 12<sup>th</sup> day of July, 2022.

DATED: July 13, 2022.

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

By:  \_\_\_\_\_

Deputy

**AMENDMENT**  
**TO THE AGREEMENT BETWEEN THE COUNTY OF TEHAMA**  
**AND IC SOLUTIONS**

This Amendment to Agreement Number 2019-123, dated May 7, 2019, by and between the County of Tehama, through its Department of Sheriff (County) and IC Solutions (Contractor) for the provision of providing an inmate telecommunication system at the Tehama County Jail, shall be amended as follows:

**4. TERM OF AGREEMENT**

This agreement shall commence on the date of signed by both parties and shall remain in effect for three (3) years, with an option to extend the contract term for up to two (2) additional one (1) year periods, unless terminated due to the conditions set forth herein. If the County elects to exercise the option to extend the term for the two additional one-year periods, the Sheriff must give the contractor written notice of the County's election to extend the term an additional year. Effective May 8, 2022 the county is exercising its option to extend the term for the first one (1) year period through May 7, 2023.


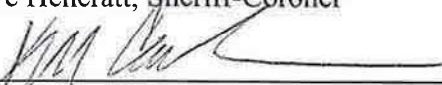
It is mutually agreed that all other terms and conditions of Agreement Number 2019-123 shall remain in full force and effect.

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

Date: Jun 1, 2022

Date: MAY 10 2022

**COUNTY OF TEHAMA**

  
Dave Hencratt (Jun 1, 2022 12:27 PDT)  
Dave Hencratt, Sheriff-Coroner  
  
Chairman, Board of Supervisors

**IC SOLUTIONS**

Date: Jun 1, 2022

Mike Kennedy  
Vice President, Sales & Marketing

**Miscellaneous Agreement**  
**2022-130**

Standard Form of Agreement

AGREEMENT BETWEEN THE COUNTY OF TEHAMA SHERIFF'S DEPARTMENT  
AND  
IC SOLUTIONS

---

This agreement is entered into between the County of Tehama Sheriff's Department ("County") and IC Solutions ("Contractor") for the purpose of providing an Inmate Telecommunication System at the Tehama County Jail.

1. RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall provide an Inmate Telecommunication system and Tablets as specified in the "County of Tehama Request for Proposal, Inmate Telecommunication System," attached hereto as Exhibit B, and the Proposal submitted by Contractor, dated December 11, 2018, attached hereto as Exhibit C.

Services shall include, but not limited to, the inmate telephone system, inmate telephone system services, instruments, integration into the jail management system, key numbers, payment platform, restricted numbers, streaming services, tablets, telecommunication devices for the deaf, telephones, unbillable numbers, and unmonitored numbers.

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 not be entitled to any compensation or reimbursement whatsoever from County under this agreement. Contractor's sole consideration for the services performed under this Agreement shall be Contractor's Portion of the proceeds of the sales of the jail inmate telecommunication services as set forth in the Proposal, attached hereto as Exhibit C.

Contractor shall pay County a commission equal to the amount set forth in the Exhibit C attached hereto. Such commission shall be deposited into the County's Inmate Welfare Fund.

4. **TERM OF AGREEMENT**

This agreement shall commence on the date of signed by both parties and shall remain in effect for three (3) years, with an option to extend the contract term for up to two (2) additional one (1) year periods, unless terminated due to the conditions set forth herein. If the County elects to exercise the option to extend the term for the two additional one year periods, the Sheriff must give the contractor written notice of the County's election to extend the term an additional year.

5. **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 may terminate this agreement immediately upon oral notice should funding cease or be materially decreased, or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The County's right to terminate this agreement may be exercised by the Sheriff.

6. **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.

7. **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.

8. 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.

9. 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.

10. INSURANCE

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

11. 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.

12. 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.

13. NON-DISCRIMINATION

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

14. GREEN PROCUREMENT POLICY

Tehama County Resolution No. 49-2002, the Green Procurement Policy (available upon request) supports recycling and waste reduction, and promotes the purchase of products made with recycled materials when product fitness and quality are equal and they are available at no more than the total cost of non-recycled products. Contractor is encouraged to conform to this policy.

15. COMPLIANCE WITH LAWS AND REGULATIONS

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

16. LAW AND VENUE

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

17. AUTHORITY

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

18. **NOTICES**

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

If to County: Tehama County Sheriff's Department  
PO Box 729  
Red Bluff, CA 96080

If to Contractor: Keefe Group  
2200 Danbury Street  
San Antonio, TX 78217

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. **EXHIBITS:**

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

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

Date: MAY 07 2019

COUNTY OF TEHAMA  
  
Steve Chamblin, Chairman

Date: 050719

TEHAMA COUNTY SHERIFF'S  
DEPARTMENT  
  
Dave Hencratt, Sheriff

Date: 4/10/19

IC SOLUTIONS  
  
Mike Kennedy, Vice President Sales & Marketing

Approved as to form by  
Tehama County Counsel

-----  
Vendor Number

By: -----

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

## 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 effecting the coverage required by these specifications at any time.

## Exhibit B

Issued: Tuesday, October 23, 2018

### **REQUEST FOR PROPOSALS ("RFP") FOR PROVIDING AN INMATE TELECOMMUNICATION SYSTEM TO THE COUNTY OF TEHAMA**

The County of Tehama through its Sheriff's Office and Purchasing Department, invites responses to an RFP to provide an inmate telecommunication system at the Tehama County Jail.

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#### **General Overview**

- ☐ **Responders must submit one (1) original and three (3) unbound copies of the Proposal.** Responses must be submitted in a sealed envelope, and clearly labeled as "Jail Inmate Telecommunications System".
- ☐ Those interested in submitting a proposal in response to this RFP are invited to attend an optional Jail Tour on Thursday, November 8, 2018, 2:00 PM, at the Tehama County Jail, at 502 Oak Street, Red Bluff, Ca. 96080
- ☐ A Proposal submitted in response to this RFP must be signed, dated, and received by the Tehama County Administration located at 727 Oak Street, Red Bluff, CA 96080, no later than the Closing Date, Friday, November 21st, 2018, 3:00 PM. No postmarks, faxes, or emails will be accepted.
- ☐ For questions, additional information, or to obtain a copy of this RFP, please contact Brant Mesker, Staff Analyst, at (530) 527-4655, ext. 3021

#### **Timeline**

Release of RFP – Tuesday, October 23rd, 2018

Optional Jail Tour – Thursday, November 8, 2018, 2:00 PM

Questions Deadline – Monday, November 12th, 2018, 5:00 PM

Answers Deadline – Friday, November 16th, 2018, 5:00 PM

Response Submission Deadline/Closing Date – Friday, November 21st, 2018, 3:00 PM

## COUNTY OF TEHAMA INMATE TELECOMMUNICATION SYSTEM

Specifications to provide an inmate telecommunication system at the Tehama County Jail.

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### Inmate Telecommunication System Specifications

- Inmate Telephone Systems ("ITS") means the total system for providing calling services to inmates, which includes telephones, video visitation, and tablets, and the other services that are provided through the tablets. The system includes equipment including hardware, software, telephones and tablets.
- Inmate Telephone System Services (Services) means all of the services to be provided by the Vendor including the ITS, installation, connectivity, streaming services, maintenance, support services, storage, security, training, and all other services and items included in the RFP.
- Instruments means the telephones, video visitation related equipment, and tablets through which services are provided.
- Jail Management System (JMS) means the software management system in use at the Tehama County Jail. The current Tehama County Sheriff's Office JMS is SALLYPORT, BLACKCREEK INTERGERATED SYSTEMS, run on IBM Series 7 RGB, a AS400 server.
- Key Number means the Tehama County Jail inmate personal identification number assigned by TCSO JMS.
- Payment Platform means the process and system to be established by the Vendor so inmates may pay for Telephone and Tablet services. The Payment Platform will include a process for payment with inmate funds, including transfer from their trust/commissary account and a process for receipt and payment using funds from call recipients or others that arrange for 'prepayment' for an Inmates calls or deposit of funds for Streaming Services.
- Restricted Numbers means phone numbers that are blocked from being able to be called on either a system-wide basis or a case-by-case basis, as verified by TCSO. These numbers are programmable into the ITS by the TCSO or Vendor upon request. Vendor shall not delete, add, or change any restricted number without approval of TCSO.
- Streaming Services means movies, books, music, games and other activities and services provided through the vendor provided intranet to the inmate.



- Tablets means a mobile computer with a touchscreen display that is service enabled to make telephone calls and provide free and fee based services including books, movies, music and games.
- Telecommunication Device for the Deaf ("TDD") means an electronic device for text communication over a telephone line that is designed for use by persons with hearing or speech difficulties.
- Telephones means the telephones used by inmates for calls, including wall mounted, roll around, and Teletypewriter (TTY) phones.
- Unbillable Number means a phone number that Vendor has determined cannot receive collect calls because the accounts of the owner of the phone number are not in good standing for failure to pay. The call recipient and inmate shall be provided the opportunity to complete the call by a prepaid format, including through the inmates Payment Platform account. If both the call recipient and inmate decline to continue the call in a prepaid format, the service provider may stop the call from continuing.
- Unmonitored Numbers means phone numbers that have been specifically approved and identified by TCSO and when called cannot be audibly monitored; typically these are phone numbers for attorneys and doctors.

It is the intent of these specifications, terms, and conditions to locate qualified Vendors who are interested and capable of providing ITS including telephones, video visitation services, and service-enabled tablets utilizing state-of-the-art technology and equipment for inmates in custody at the Tehama County Jail Facility.

The selected Vendor shall provide the services in the Tehama County Jail Facility at no cost to the TCSO or County. All cost for the services shall be the responsibility of the Vendor including but not limited to equipment, installation, connectivity, maintenance, storage, hardware, software, security, training, and any other implementation services necessary to furnish County with state-of-the-art technology and equipment to meet, or exceed, the specification herein. One of the key objectives of the services will be to enable inmates to communicate with family, friends and others in the community, while also controlling inmate telephone and video visitation usage and limiting the use of telephones and video visitation kiosks for illicit activity. A necessary part of the service, by using current technology, is to ensure the safety and security of staff, inmates, and the public.

The County intends to award a three-year contract (with options to renew for two additional one-year extensions. If the County elects to extend the term of the agreement, county must give vendor written notice not less than thirty (30) days before the end of the term) to the most responsible Vendor whose response meets or exceeds the County's requirements.

The County anticipates no funding per fiscal year for the provision of the inmate telecommunication system. All funding for inmate phones, tablets, other instruments and any installation or upkeep of the system will be the responsibility of the Vendor.

#### **A. POPULATIONS TO BE SERVED**

The populations to be served are the inmates confined in the Tehama County Jail Facility including any expansions to the jail.

#### **B. PROGRAM PLAN & SCOPE OF WORK**

##### **Vendor Qualifications**

The Vendor must be able to safely and securely provide the Inmate Telephone System Services (Services). Services must include the ability for collect calls, prepaid calls and payment of calls and Streaming Services by the inmate through a Payment Platform. Vendor must be a reputable, qualified firm experienced in providing inmate telephone services in a corrections environment. Due to the complex nature and security concerns of corrections facilities, Vendors must meet the following minimum qualifications:

1. Vendor shall be regularly and continuously engaged in the business of providing and administering ITS and installation for the past five (5) years to a minimum of five (5) City, County, State, or Federal correctional facilities. Experience must be demonstrated by references provided by Vendor at the time of the bid, all references must include individuals working directly with or managing the day-to-day operations of the inmate telephone system.
2. Vendor shall provide at least three (3) currently installed, functioning, and operational. ITS contracts, one of which is a California correctional facility of similar inmate average daily population (ADP), having a minimum of 300 Tablets. Experience must be demonstrated by references provided by Vendor at the time of the bid.
3. Vendor's organization must have qualified and trained staff dedicated to the sole purpose of supporting the Telephone, Video Visitation, and Tablet system installed including, but not limited to, service technicians and technical support for the life of any contract awarded pursuant to this RFP.
4. Vendor must possess a license or valid title to all software, with the right to provide or license it to the County.
5. Vendor and subcontractors shall comply with all public works project payroll reporting requirements of the California 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 1771.19(n). This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

6. The Vendor awarded a contract as a result of this RFP is solely responsible for all costs related to any and all claims, lawsuits and other proceedings related to the Services including, but not limited to, payment of all expenses and costs of investigation, reasonable attorney fees, expert witness fees, damages, and other litigation-related expenses.
7. Vendor shall possess, at the time the proposal is submitted and through the term of the contract, all permits, licenses and professional credentials necessary to supply product and perform services as specified under this RFP.

### **Integration**

1. The ITS shall have the capability to accurately import the current call list from GTL the current TCSO inmate telephone system Vendor, which includes blocked, confidential, pre-programmed, and others as identified by TCSO. Vendor must successfully complete importation of the current call list prior to the ITS becoming operational.
2. Vendor shall provide a web-based platform to allow County and other personnel access to the system from any computer terminal in the County. The web based platform will require the support of Internet Explorer 11, at a minimum. Vendor shall not limit the number of logins the County can assign to County and other personnel to access the web-based platform. Proposals should include a description of how access will be provided and any levels of administration access, for example passwords and levels of customized access, such as for blocking numbers and making administrative changes, further specified in **User Applications, Records & Reporting** below.
3. All moves, add-ons, changes to and new installs of equipment, hardware and software (collectively Modifications) that occur during the contract term, will be the sole responsibility of the Vendor. All Modifications must be pre-approved by County and once approval is given, Vendor shall proceed with the Modifications at their own cost.

### **Schedule**

1. Vendor shall plan, finance, and implement the integration and testing of all required equipment and software relative to the new ITS, without impacting the normal daily operation of the existing inmate telephone system.
2. Vendor shall submit a detailed schedule to TCSO for approval that includes plans and schedules for installation and operation and cutover of Telephones, Video Visitation equipment, and distribution of Tablets. The schedule shall be prepared and implemented to minimize impact to facility operations (zero down time).
3. The ITS shall become fully operational upon the successful completion of all system integration testing and acceptance by the County, including review and approval. System integration and acceptance test criteria shall include:
  - a. Telephones: All Telephones shall be tested and verified as operational and without deficiencies.

- b. Video Visitation: All Video Visitation equipment, shall be tested and verified as operational and without deficiencies.
- c. Tablets: All Tablets shall be tested and verified as operational and without deficiencies.
- d. Administrative Functions: There shall be a test run of administrative functions including TCSO passwords and access, the Payment Platform, reports, and analytical and query tools.
- e. Phone Numbers: A test to verify that the current call list, including blocked, confidential, pre-programmed, and others as identified by TCSO is fully imported and functional.
- f. Cutover must be successfully complete with zero down time.

### **System Requirements - Inmate Telephone System**

The following are the minimum requirements for the services, including equipment, to be provided. Advanced or alternative technology that provides at least the levels of the specific functionality of the equipment and services described may be proposed with a description of how the alternative(s) meets or exceeds the specified requirements. All services are to be provided at no cost to the County.

1. Vendor shall provide a comprehensive inmate telephone system (ITS) package to the Tehama County Administration, located at 727 Oak Street, Red Bluff, CA. 96021. There are Fourteen (14) housing units (Cells and Dorms) they have potential capacity of up to Two Hundred Twenty Five (225) varying in size from 1-12 inmates or 48 inmates in one dorm. There is a medical unit, which holds two (2) inmates. Phones will also be placed at all visitation areas, currently we have 12 visitation phones. The booking area has Five (5) holding cells. The amount of phones needed is specified in Exhibit B. The system must be capable of future expansion, if necessary.
2. Vendor must provide a turnkey telephone system including collect, debit, and pre-paid collect calling.
3. The ITS shall be capable of providing all mentioned operational features and system requirements applicable to all calls placed through the system, including local, long distance, and international calling. The ITS shall also be capable of providing all operational features and system requirements applicable to visitation video and audio recordings.
4. The ITS shall be capable of providing equipment with a stand-alone on-site host or central processor. There must be multi-level password security access with architecture that can be expandable to allow future growth.
5. Each call, having been identified as being placed through the Vendor's ITS, shall be delivered to the called party as a collect call, debit and/or pre-paid call, unless the call is a free call as specified in number 13 and 15 below. If the debit and/or pre-paid application is in effect and chosen as the means to place the call, the called party should be able to hear call process.

6. The Vendor agrees to install the quantity of telephones, enclosures, and/or booths required by the County specified in Exhibit B.
7. The ITS shall comply with all Federal Communication and or Utility Commissions regulations. The inmate telephone sets in all facilities shall be stainless steel and shall be sturdy, non-coin, vandal resistant and steel armored; the cord length for the inmate and visitation phones is specified in Exhibit B. In addition, the telephone sets shall be composed of durable, tamper free equipment suitable for a correctional/detention environment with placards containing dialing instructions. The telephones must contain no removable parts. The Vendor shall post calling rates near the inmate telephones sets.
8. All phones will be water resistant and fireproof.
9. Telephones shall have touch-tone keypads.
10. Telephones must be line powered such that the Telephone does not require separate electrical power at the device. Telephones shall be specifically designed for use in a correctional environment and must be approved by County before installation. Vendor shall not use converted coin phones.
11. The ITS shall have the capability for the Vendor and the County to turn all telephones on or off remotely. There shall also be manual on and off switches in multiple locations within the Tehama County Jail. Switch locations shall be subject to the approval of the County.
12. The ITS shall support numerous languages other than English. The inmate must be able to select the preferred language utilizing a simple code. During the call set up process, the ITS shall provide a pre-recorded announcement identifying: The call is coming from Tehama County Jail; the call is coming from the specified inmate; the call may be monitored and recorded.
13. Vendor shall have the capability to allow a designated number of free, local telephone calls per inmate. The County requires that the ITS allow free local calls from each of the intake/booking inmate telephones.
14. The ITS shall provide a recording at the beginning of any call that clearly identifies the call is collect, debit, free, etc. This recording must be free of any charges. Charges shall not begin accruing unless and until the party being called accepts the call.
15. Vendor shall provide a line for informants that will be free of charge to report crimes, such as reporting line that complies with the Prison Rape Elimination Act (PREA) of 2003. This line will be free of charge.
16. The ITS will have the capability for two-way voicemail.
17. The ITS will have the capability to limit calls to various minute increments (specified in Exhibit B). Configurations can apply to call duration, location, inmate account, PIN or by

telephone. The inmate and end caller will be notified of any limit in advance of termination of call.

18. The ITS shall have the capability to perform remote diagnostics to the ITS to identify any problem(s) that needs attention.
19. The ITS shall be capable of taking an individual station out of service without affecting other stations or units.
20. The ITS shall have the capability of allowing calls to specified numbers at specified times during the day.
21. The Vendor shall have the capability to interface with the County's Booking/Jail Management System (JMS) so that the inmate personal identification numbers (key number) will automatically be transferred, activated, and deactivated in the ITS based on the inmates custody status. The current management system, is BlackCreek/Sallyport run on IBM Series 7 RGB, a AS400 server. It will be the Vendor's responsibility to identify the requirements necessary to interface with either Jail Management System to ensure the Vendor will be able to meet the requirements for installation. The County shall not be responsible for paying any amounts associated with the required interface, including any charges that may be payable to BlackCreek/Sallyport to implement any required interface.
22. The ITS shall have the capability to assign and use Personal Identification Number (PIN) management. The PIN will provide collect, debit and pre-paid station to station calling for the inmate using the PIN. PINs will be stored in a database and accessible to Jail Staff depending upon staff user level.
23. Vendor shall ensure that all inmate and visitation telephones are operable no less than 98% of the time on a monthly basis ("in-service ratio") per facility. The in-service ratio excludes downtime associated with regularly scheduled maintenance/upgrades, facility lock-downs or power outages beyond the Vendor's control, which require the inmate and visitation telephones to be shut off.
24. The ITS shall provide booking and lobby kiosks at no additional cost to the County. Kiosks shall provide services such as deposits made onto the inmates pre-paid collect or debit account using cash, credit or debit card. ITS must interface with the Tehama County Jail's current commissary provider (Keefe Commissary Network) at no additional cost to County.
25. The Vendor shall provide accommodations necessary to comply with Americans with Disabilities Act (ADA) requirements including, but not limited to, providing telephones which are accessible to persons in wheelchairs, and providing systems that are compatible with Telecommunications Devices for the Deaf (TDD). Vendor will also provide a minimum of two "Teletypewriter" (TTY) devices for inmates requiring said service. The amount of TDD and TTY to TTY devices is specified in Exhibit B.

26. Vendor will install additional telephones (inmate and visitation) and monitoring and recording equipment as needed at no cost to the County. This includes expansion to the existing facility and any newly constructed facilities.
27. Vendor will provide pamphlets to the County at no cost to the County for inmates as requested to describe the applicable features and functionalities of the ITS.

#### **System Requirements – Inmate Tablets**

1. The Vendor shall be responsible for providing County with tablets at no cost to the County or its inmates. All funding for the inmate tablets will be the responsibility of the Vendor.
2. Vendor shall provide sufficient tablets to accommodate the demand of the inmate population in each housing unit from the effective date of the Contract and throughout the life of the contract. Vendor shall have backup inventory available in the event there is an increase in demand or population at the Tehama County Jail including the jail expansion. The estimated number of tablets is located in Exhibit B.
3. Vendor shall provide secure Wi-Fi network, which will not conflict with existing County Wi-Fi systems, for main jail including but not limited to the number of hotspots specified in Exhibit B and all necessary/related cabling. All applications must be intranet-based and run on Vendor's internal network. Tablets shall not allow inmates access to the internet.
4. Vendor shall be responsible for providing and maintaining separate internet and phone connections dedicated to the ITS, which shall meet the bandwidth needs of the system.
5. Vendor shall be responsible for all required labor, network, network management, wiring, and related equipment at no cost to the County.
6. Vendor will provide no less than seven (7) staff tablets providing administrative functions.
7. Tablets shall meet the following minimum requirements:
  - a. Comprehensive learning management system and associated licenses, including a General Education Development (GED) program.
  - b. Streaming Services that minimally include music, books, and games.
  - c. The option for video visitation.
  - d. Each inmate shall receive a unique login and password to receive their content.
  - e. The capability to make phone calls through Vendor's ITS in the same manner as a landline. The phone calls completed via the Tablets must conform to all requirements and mandatory features for the ITS as set forth in this RFP.
  - f. Inmates will not be assigned a particular tablet. Inmates will receive valid credentials that shall work on all tablets.
  - g. Preloaded features, which minimally shall include a calendar, a calculator, and a dictionary.
  - h. A PDF viewer or other document viewing application. The documents must be able to be organized by tabs or files for easy viewing. Vendor shall preload

documents provided by County at start of contract and as requested throughout the term of the contract at no cost.

- i. Tablet specifications are listed in Exhibit B.
7. If so requested by County, the tablet shall be capable of integrating with other County technologies for other functions, such as inmate handbook uploads, inmate requests, medical requests, grievances, and commissary ordering. Preference will be given to Vendors that provide a law library by Legal Research Associates (LRA) for the tablets.
8. Tablets shall have security features so that inmates cannot load anything on the tablet, access anything other than approved content through the intranet or modify any items on or through the tablet. The security features must ensure that contents on any tablet cannot be shared with other tablets or devices.
9. Tablets shall have a security feature that immediately shuts down the tablet and sends an alert to the County and Vendor if an inmate attempts to access system settings or administrative functions. The inmate's log-in shall automatically be locked to prevent any use or access until cleared by County.
10. Tablets shall be clearly identified by using a numbering system that includes the Housing Unit numbers, housing group, or other identifying marks as designated by County.
11. All content in the Streaming Services must be preapproved by County. Vendor is responsible for providing a sufficient description of the content to allow County to approve without the necessity of viewing each item.
12. Proposals must include a description of any services that will be available, how the purchasing system will work and all applicable costs. Allow for a messaging application so that the tablet costs do not get passed to the County through reductions in commissions or increases in call rates or both. Allow messaging on the tablets to offset costs
13. Tablets and streaming content shall be free of any marketing and advertisements, unless otherwise expressed with the written consent of County.
14. Vendor shall provide replacement tablets and batteries as deemed necessary, as they become damaged or loss of functionality.
15. Vendor shall provide all tablets in a detention and corrections grade tamper proof case.
16. Vendor shall provide mobile charging carts for the tablets, which have the capability to hold a minimum of 32 tablets or charging stations. Carts or charging stations must be approved by County.
17. Vendor shall provide tablets designed for use by the hearing impaired and in accordance with all applicable laws. Provisions for the deaf must comply with Americans with Disabilities Act (ADA), and Telecommunications Devices for the Deaf (TDD) regulations and standards.



18. The Vendor will provide the ability for County to monitor and track inmate usage and activity on tablets. This includes the ability to analyze, run queries and search usage by factors including date, time, location, content type, inmate, or other parameters as may be requested by the County.

#### **USER System Requirements – Video Visitation**

1. The Vendor shall provide a video visitation option for inmates at no additional cost to the County. The specifications for video visitation are outlined in Exhibit B.
2. Video visitation functions shall include visitation scheduling, user management, and policy management software.
3. Video visitation must be web based and allow for County to administer visitation sessions and visitation operations based on County Policy.
4. Video visitations must connect automatically and without intervention from the County.
5. Video visitation system shall be located in all housing units and visitation locations in the Tehama County Jail Facility. (Further specified in Exhibit B)
6. Video visitation system must display visitation calendar or authorized visitation schedule to County and to those in custody.
7. Video visitation system must be able to provide a web-based scheduling system that is easy to operate. This web-based platform will require the support of Internet Explorer 11, at a minimum with the ability to upgrade, if necessary.
8. Visitors must be able to pay for video visitation by debit or credit card.
9. Video visitation scheduling system must be able to conduct conflict resolution and only display times that are available for visitation.
10. Video visitation system must be able to customize duration times for visitations, for example; personal visits are to be a maximum of thirty (30) minutes, one (1) hour for inmate workers.
11. Video visitation system must provide different levels of administrative functionality to Jail facility staff based on user type.
12. Video visitation system must have security features, such as cancellation and interruption of visitations that may be controlled remotely by County.
13. Video visitation system must allow for video visitation recording. Video visitation recordings will be stored at a length of time determined by state law.

14. Video visitation system must have a provision for hosted video visitation. Terminal specifics are outlines in Exhibit B.

#### **System Requirement – Other**

1. Vendor will provide a pre-recorded answering system/phone tree for public callers to obtain inmate information, such as; charges, bail, visitation schedule and first court appearance.

#### **Installation, Maintenance and Repair**

1. All electrical equipment must be installed in compliance with all applicable code requirements. All telephones must be securely fastened to the wall with security hardware approved by the County. The County reserves the right to pre-approve mounting and installation.
2. Installing contractor(s) shall possess all necessary licensing for the work performed, and shall be responsible for any necessary permits and inspections. Contractor shall comply with all codes, ordinances, rules, regulations, orders and other legal requirements of public authorities which bear on the performance of the work.
3. All materials and workmanship performed by the Contractor or his Subcontractor shall be in accordance with standard industry products and practices.
4. Vendor will be responsible for all costs associated with installation, maintenance, support and repair of all software and equipment. Vendor will obtain County's written permission before proceeding with any work that requires cutting into or through girders, beams, concrete, tile floors, partitions or ceilings, or any work that may impair fire proofing or moisture proofing, or potentially cause any structural damage.
5. Install, operate and maintain Jail inmate telephones and related equipment. Provide all inside wiring for the inmate and visitation telephones, install inmate and visitation telephones, install all related hardware, software, firmware or anything otherwise required to enable inmates at the Jail facility to make free, speed dial, collect, pre-paid, and debit local, long distance and international calls from the Jail facility as well as the completion of visitation sessions.
6. Vendor will be responsible for all associated costs with ITS, including purchase of equipment, installations, service, maintenance, voice network and transmission, data network, and day-to-day operation. This will include but may not be limited to all wiring, new electrical circuit installations, cables, parts, software, and physical installation at the Tehama County Jail.
7. Use of existing or in-place conduit; raceways, cableways, cable, inside wiring, telephone set mountings, switches, terminal boxes and terminals within the facility are at the risk of the Vendor and shall be approved by the County prior to use. No exposed wiring will be

**E-Contract Review**  
**Approval as to Form**

Department Name: Administration

Vendor Name: TBD

Contract Description: RFP for provision of jail inmate telecommunication services.

APPROVED AS TO FORM:



Office of the Tehama County Counsel  
Richard Stout, County Counsel

Date: 09/25/2018



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

**R E G U L A R      A G E N D A**

**19. SHERIFF'S DEPARTMENT**

- a) Approval of the Tehama County Jail Inmate Telecommunications System Request for Proposal as amended by Addendums No. 1 and No. 2.

Sheriff Dave Hencratt said on 10/23/18, the Board approved the RFP for Inmate Telecommunications System and authorized Administration to solicit proposals. He said on 12/13/18 five proposals were received. He added he and three Sheriff's Department staff reviewed and scored the proposals and IC Solutions was unanimously the highest scored vender.

Sheriff Hencratt said the existing Jail Inmate Telecommunication System includes the jail visitation phones and the phone systems in the housing locations. Included in the existing system is the computer system that enables jail staff to download the phone calls made from the inmate housing locations, as well as, visitation. This system is outdated and not user friendly. The new system, if awarded to IC Solutions, would include new phones for both the visitation area, as well as, the inmate housing locations. Additionally, there would be implementation of video visitation that is both web based and through local kiosks located at the jail. The jail would also be utilizing tablet computers for the inmates housed in the back of the jail. These tablets will allow the inmates the ability to visit family members through a secure video link and complete several educational courses offered on the tablets. Video visits can be monitored in real time in order to insure jail security. The specified computer system that is responsible for recording all phone calls made from the facility would be user friendly and has many more features than the current system.

Sheriff Hencratt said the second agreement is with Keefe Commissary Network LLC. Keefe Commissary Network LLC is the nation's largest commissary provider. Keefe Commissary Network LLC has provided commissary services at the jail for many years. He added in November 2010, IC Solutions was acquired by TKC Holdings, LLC, the parent company of Keefe Commissary Network LLC. This acquisition allows both the inmate telecom and commissary services to operate from a single kiosk and on the tablets provided by IC Solutions.

Sheriff Hencratt said it should be noted that the commissary service was not included in the RFP. The agreement in place with Keefe Commissary Network LLC for commissary services in the jail has recently expired due to the integration of the two services it makes sense to have the two agreements expire at the same time.

Following additional comments;

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Candy Carlson, Supervisor - District 2
<b>SECONDER:</b>	Dennis Garton, Supervisor - District 3
<b>AYES:</b>	Chamblin, Garton, Williams, Bundy, Carlson



- b) Authorization to award the RFQ to IC Solutions for the Tehama County Jail Inmate Telecommunications System.

**RESULT:** APPROVED [UNANIMOUS]  
**MOVER:** Candy Carlson, Supervisor - District 2  
**SECONDER:** Dennis Garton, Supervisor - District 3  
**AYES:** Chamblin, Garton, Williams, Bundy, Carlson

- c) AGREEMENT – Approval and authorization for the Chair to sign the Agreement with IC Solutions, for the purpose of proving the Tehama County Jail Inmate Telecommunications System, effective upon the date of signing for three years with the optional two, one year periods.

(Miscellaneous Agreement #2019-123)

**RESULT:** APPROVED [UNANIMOUS]  
**MOVER:** Candy Carlson, Supervisor - District 2  
**SECONDER:** Dennis Garton, Supervisor - District 3  
**AYES:** Chamblin, Garton, Williams, Bundy, Carlson

- d) AGREEMENT – Approval and authorization for the Chair to sign the Agreement with Keefe Commissary Network LLC, for the purpose of providing the Tehama County Jail Inmate Telecommunications System, effective upon the date of signing for three years with the optional two, one year periods.

(Miscellaneous Agreement #2019-124)

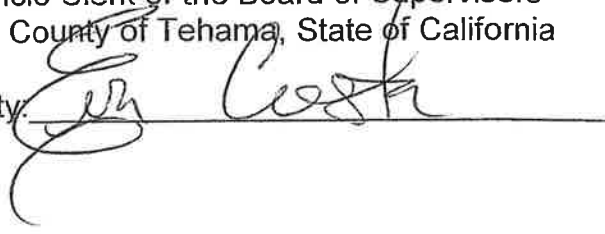
**RESULT:** APPROVED [UNANIMOUS]  
**MOVER:** Candy Carlson, Supervisor - District 2  
**SECONDER:** Dennis Garton, Supervisor - District 3  
**AYES:** Chamblin, Garton, Williams, Bundy, Carlson

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 7<sup>th</sup> day of May, 2019.

DATED: May 9, 2019

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

Deputy: 





**E-Contract Review**  
**Approval as to Form**

Department Name: Tehama County Sheriff's Office

Vendor Name: IC Solutions

Document Description: Agreement for Inmate Telecommunications System

APPROVED AS TO FORM:

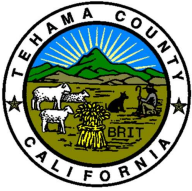


Office of the Tehama County Counsel

Daniel B. Klausner, Senior Deputy County Counsel

Date: \_\_\_\_\_

6/28/25



# Tehama County

## Agenda Request Form

File #: 25-1144

Agenda Date: 7/1/2025

Agenda #: 14.

### HEALTH SERVICES AGENCY / MENTAL HEALTH - Executive Director Jayme Bottke

#### Requested Action(s)

a) AGREEMENT- Request approval and authorization for the Executive Director to sign the agreement with Prime Health Care Services - Shasta, LLC dba Shasta Regional Medical Center for the purpose of providing psychiatric inpatient services, for a maximum compensation not to exceed \$2,100,000, effective 7/1/24 and shall terminate 6/30/27 (*Subject to receipt of required insurance documentation*)

#### Financial Impact:

Services will be paid for with Mental Health Realignment funds and/or MHSA allocated for medically necessary services. Budget unit is 40131 for Mental Health. There is no impact to the General Fund.

#### Background Information:

This is a renewal agreement with the vendor. The agreement provides a unique resource for psychiatric beds in an acute medical hospital. This allows for both mental health and physical healthcare to be provided within the same facility. All services are provided with prior written authorization from Tehama County.

The Health Services Agency (TCHSA) is requesting the approval of this agreement to be effective 7/1/24. This agreement was prepared to go to the Board of Supervisors at the end of last fiscal year; however, the vendor was unwilling to sign due to outstanding County invoices from a previous year. The submission was put on hold while the outstanding invoices were looked into by the vendor and our Accounting team. TCHSA continued utilizing this Hospital's services out of necessity. On 5/12/25, the vendor reached out to the TCHSA and notified us that the invoicing issues were investigated, and it was determined that they were not TCHSA's responsibility. The agreement draft was resent to them for their review on 5/23/25, and was signed by the vendor on 5/30/25. The agreement was approved by County Counsel on 6/16/25.

**AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND  
PRIME HEALTH CARE SERVICES-SHASTA, LLC. dba. SHASTA REGIONAL  
MEDICAL CENTER**

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This agreement is entered into between the County of Tehama, through its Health Services Agency, ("County") and Prime Health Care Services-Shasta, LLC. dba Shasta Regional Medical Center ("Contractor") for the purpose of providing Psychiatric Inpatient Services.

**1. DEFINITIONS**

General Meaning of Words and Terms. The words and terms used in this Agreement are intended to have their usual meanings unless a particular or more limited meaning is associated with their usage in Welfare and Institutions Code sections 5000 et seq. or 14000 et seq. or the associated regulations contained in Titles 9 and 22 of the California Code of Regulation, or unless specifically defined in this Agreement:

"Beneficiary" or "County Patient" means those Tehama County residents referred to Contractor by County for services hereunder, including but not limited to persons described in California Code of Regulations, title 9, section 1810.205.

"County Mental Health Director" means County's Director of Mental Health or his or her designated representative.

" Psychiatric Inpatient Services" means medically necessary clinical, medical, and ancillary services that are generally recognized and accepted for the diagnosis and treatment of a behavioral disorder or psychological injury, including but not limited to:

- a. Semi-private room accommodations including bed, board, and related services.
- b. 24-hour nursing care.
- c. Pharmaceuticals and biologicals.
- d. Dietary services.
- e. Medical and psychiatirc evaluations and psychological and social assessments.
- f. Crisis intervention services.
- g. Administration and supervision of the clinical use of psychotropic medications.
- h. Individual and group psychotherapy.
- i. Art, recreational, and vocational therapy.
- j. Clinical laboratory services.

- k. Social services.
- l. Services of psychiatrist and/or psychologist under contract by Provider for a Short-Doyle Indigent.
- m. Services of psychiatrist and/or psychologist not included in the provisions for managed Medi-Cal Beneficiaries.
- n. Supplies, appliances, and equipment.
- o. Any other "Psychiatric Inpatient Hospital Services" as defined in Cal. Code Regs., title 9, § 1810.350.
- p. Discharge planning.

"Medi-Cal" means that comprehensive program of medical assistance established by the Medi-Cal Act, as contained in the California Welfare and Institutions Code sections 14000, et seq., including any amendments and administrative regulations promulgated under and pursuant to this law.

"Medically necessary" and Medical Necessity" shall have the meaning set forth in California Code of Regulations, title 9, section 1820.205, and shall be determined by County in consultation with Contractor.

"Day of Service" means the period beginning at 12:01 a.m. continuing for 24 consecutive hours or any portion thereof.

"WIC" means an acronym for the California Welfare and Institutions Code.

## **2. RESPONSIBILITIES OF CONTRACTOR**

During the term of this agreement, Contractor shall provide medically necessary voluntary and involuntary Psychiatric Inpatient Services to County Patients. Such services shall be provided in accordance with the Lanterman-Petris-Short Act and all other rules and regulations pertaining to and regulating such services. Except for "emergency admissions" subject to Cal. Code Regs., title 9, section 1820.225, Contractor shall provide only those services for which a written authorization from the County has been received. As an express condition to compensation hereunder, Contractor shall notify County within 24 hours of the time that any County patient presents for "emergency admission" under Cal. Code Regs., title 9, section 1820.225. Any other services provided without prior written authorization from the County will be the responsibility of the Contractor and will not be reimbursed by the County.

Contractor performance provisions:

A. Services Provided by Contractor

- (1) Contractor assumes full responsibility for provision of all psychiatric inpatient hospital services in accordance with regulations adopted pursuant to Section 5775, et seq., and 14680, et seq., of the Welfare and Institutions Code. Contractor agrees to accept as payment in full for these psychiatric inpatient services from County and the California Department of Health Care Services as provided in Section 3 of this Agreement.
- (2) Contractor shall at its own expense provide and maintain facilities and professional, allied, and supportive medical and paramedical personnel, including any necessary physician services, to provide all necessary and appropriate psychiatric inpatient hospital services.
- (3) Contractor shall at its own expense provide and maintain the organizational administrative capabilities to carry out its duties and responsibilities under this Agreement and all applicable statutes and regulations pertaining to Medi-Cal providers.
- (4) Contractor shall at its own expense pay for the services of the certification review hearing officer.
- (5) In the event that the County provides legal services to Contractor through its public defender or County Counsel office, Contractor shall reimburse County for the services provided at the current rate, subject to annual adjustments, adopted by Tehama County. The scope of legal services provided to Contractor by County Counsel shall be limited to representation of Contractor at writ of habeas corpus hearings pursuant to Welfare and Institutions Code section 5276 and capacity appeals pursuant to Welfare and Institutions Code section 5334(e)(2), and legal advice as it relates to such hearings.
- (6) County shall provide appropriate patients' rights advocates to Contractor and patients as necessary and appropriate for capacity hearings for administration

of antipsychotic medication. Contractor shall reimburse County for the services at the current rate, subject to annual adjustments.

- (7) Contractor shall file the required petitions with the Tehama County Superior Court and provide personal notice to the patient of the petition pursuant to Welfare and Institutions Code sections 5332 and 5333.
- (8) In the event that the County provides legal services to Contractor through its County Counsel office, Contractor shall provide qualified psychiatrists to testify at all proceedings instituted under the Lanterman-Petris-Short Act or any successor Act imposed by the State of California, involving patients of Contractor, including, but not limited to, Writ of Habeas Corpus hearings and capacity appeals, and shall provide County with access to pertinent and relative patient records held by Contractor.
- (9) Contractor shall at its own expense provide transportation of the patient to the Tehama County Superior Court for writ of habeas corpus hearings and capacity appeals.

B. Licensure and Certification.

(1) Contractor hereby represents and warrants that it is currently and for the duration of this Agreement shall remain licensed as an acute care hospital or acute psychiatric hospital in accordance with Section 1250 et seq., of the Health and Safety Code and the licensing regulations contained in Title XXII and IX of the California Code of Regulations.

(2) Contractor shall, at all times, during the term of this agreement maintain all licenses required by the State of California or any other applicable governmental entity to operate an acute care hospital or acute psychiatric hospital, and to bill Medi-Cal, Medicare and CMSP.

(3) Contractor agrees that compliance with its obligations to remain licensed as a general acute care hospital or acute psychiatric hospital as provided above shall be express conditions precedent to maturing the County's payment obligations under Sections 3 and 4 of this Agreement.

(4) Contractor agrees that this contract and any designation as a seventy-two (72) hour treatment facility and evaluation facility for intensive treatment pursuant to Welfare and Institutions Code sections 5150, 5585.50, and 5250 are invalid absent proper licensure as required above.

C. Services Neither Covered Nor Compensated.

(1) County shall not be obligated to compensate Contractor pursuant to this Agreement for any services that are not covered under one (or more) of the following programs:

- a. Short-Doyle
- b. Medi-Cal Mental Health
- c. Mental Health Services Act
- d. County Medical Services Program (Services covered under this program are compensable hereunder only if such compensation is specifically pre-approved by County on a case-by-case basis.)

D. Availability of Services.

(1) Contractor shall not differentiate or discriminate in the treatment of Medi-Cal beneficiaries, nor shall Contractor discriminate on the basis of race, religion, sex, physical or mental disability, age, or sexual orientation.

(2) Contractor shall render services to beneficiaries in the same manner and in accordance with the same time availability as offered to Contractor's other patients except as limited by existing Medi-Cal restrictions.

E. Service Location. Psychiatric inpatient hospital services rendered pursuant to this Agreement shall be rendered at the following facilities:

**Prime Healthcare Services – Shasta, LLC**  
**dba. Shasta Regional Medical Center**  
**1100 Butte St.**  
**Redding CA, 96001**

F. Utilization Controls. County shall not be obligated to pay Contractor for any services provided to a beneficiary unless Contractor adheres to all utilization

controls and obtains authorization for services in accordance with Medi-Cal policy and procedures as defined in Title XXII, State Fiscal Intermediary Provider Manual and bulletins and as specifically modified by County.

- G. Services Authorization. Contractor and County acknowledge that County's responsibilities under this Agreement and governing legislation and regulations require that Contractor consult with County concerning potential patients who may be eligible for services under the terms of this Agreement. Therefore, in order to exercise its duties hereunder, County requires that the Contractor provide consultation with County concerning those patients not referred to Contractor by County so that County can determine medical necessity, appropriateness of admission, length of proposed services. Contractor shall provide such consultation by contacting County prior to admission of a patient who Contractor believes is eligible for, in need of contracted services in all cases in which the County staff is not the source of the referral. Except for "emergency admissions" subject to California Code of Regulations, title 9, section 1820.225, services provided without prior written authorization from the County will be the responsibility of the Contractor and will not be reimbursed by the County.
- H. Utilization Controls Compliance by Contractor as Condition Precedent to County Payment Obligation. As expressed, conditions precedent to any County payment obligation under the terms of this Agreement, Contractor shall adhere to the County's Quality Management Plan including utilization controls, State Department of Health Care Services Letters, Notices, as well as Sections 5777(g) and 5777(8)(n) of the Welfare and Institutions Code and regulations adopted pursuant thereto.
- I. Hospital Liaison. Contractor shall designate a person in writing to act as agent and liaison to County. Such person shall coordinate all communications between the parties. The written designation of such agent shall constitute full authorization to bind Contractor as principal in dealings with County.
- J. Quality of Care. As an expressed condition pursuant to any County payment under the terms of this Agreement, the Contractor shall:



(1) Assure that any and all eligible beneficiaries receive care as required by Section 5777, et seq., and 14680, et seq., of the Welfare and Institutions Code.

(2) Take such actions as required by Contractor's Medical Staff Bylaws against Medical Staff members who violate those bylaws.

(3) Provide psychiatric inpatient hospitalization in the same manner to beneficiaries as it provides to all patients to whom it renders psychiatric inpatient services. Beneficiaries will not be discriminated against in any manner, including admission practices, placement in special wings or rooms, or provision of special or separate meals.

(4) Ensure that all beneficiaries are provided with the rights set forth in 42 C.F.R. § 438.100.

K. Assumption of Risk. The Contractor shall bear total risk for the cost of psychiatric inpatient services rendered to each beneficiary covered in this Agreement. The Contractor covenants to accept as payment in full for the psychiatric inpatient hospital services described herein, the payments made by County pursuant to Section 4 of this Agreement.

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

### **3. RESPONSIBILITIES OF THE COUNTY**

County shall compensate Contractor for said services pursuant to Section 3 and 4 of this agreement. County will determine the appropriateness of admission to psychiatric inpatient care based on published medical necessity criteria. County may place either male or female patients at Contractor's facilities.

County will appoint a patients' rights advocate to perform the services described under Welfare and Institutions Code section 5520 to provide services to Contractor's patients in Tehama County. For services rendered to patients of Contractor, Contractor will compensate County at the current rate adopted by Tehama County which is subject to annual adjustments.

Transportation from County to Contractor's facilities and upon discharge from the Contractor's facilities to County will be the responsibility of and expense of County. All aftercare arrangements will be the responsibility of the County. County, before transporting and admitting a patient into the hospital will make prior arrangement with Contractor and obtain permission for admission. It is further understood and agreed that County will arrange for transportation back to County of all patients within 24 hours of termination of the 72-hour or 14-day Certification period in which CONTRACTOR may legally retain those involuntary patients that County refers to Contractor.

County will be responsible for determining the eligibility of County Patients for the services available under this Agreement. Contractor will not presume that any person claiming County sponsorship is County's responsibility until County has verified the person's eligibility and accepted financial responsibility and notified Contractor that the person is eligible.

County hereby designates Shasta Regional Medical Center in Redding California as facilities for seventy-two (72) hour treatment and evaluation and for intensive treatment pursuant to Welfare and Institutions Code sections 5150, 5585.50 et seq. and 5250, subject to all the terms and conditions related to this designation. The professional person in charge of these facilities shall, and hereby does, designate the licensed staff members of County's Mobile Crisis to perform preadmission assessments in accordance with Welfare and Institutions Code section 5151.

#### **4. COMPENSATION**

County shall compensate Contractor at the rate set forth in Section 4 of this agreement for the services described in Section 1. County shall compensate Contractor for services rendered pursuant to the rates established in Exhibit B attached hereto and made a part hereof. The total maximum compensation payable to Contractor under this agreement shall not exceed 2,100,000.00. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service

provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

## **5. BILLING AND PAYMENT**

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

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

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

## **6. TERM OF AGREEMENT**

This agreement shall commence on July 1, 2024, and shall terminate June 30, 2027, unless terminated in accordance with section 7 below.

## **7. TERMINATION OF AGREEMENT**

If Contractor fails to perform his/her duties to the satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if

Contractor violates any of the terms or provisions of this agreement, then the County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Contractor. Either party may terminate this agreement on 30 days' written notice. County shall pay contractor for all work satisfactorily completed as of the date of notice. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

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

**8. ENTIRE AGREEMENT; MODIFICATION**

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

**9. NONASSIGNMENT OF AGREEMENT**

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

**10. EMPLOYMENT STATUS**

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the County is to 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.

## **11. INDEMNIFICATION**

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

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

## **12. INSURANCE**

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

### **13. PREVAILING WAGE**

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. If the Services hereunder are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office and will make this information available to any interested party upon request. Contractor shall defend, indemnify, and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a “public work.” To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

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

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

**14. NON-DISCRIMINATION**

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

**15. GREEN PROCUREMENT POLICY**

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

**16. COMPLIANCE WITH LAWS AND REGULATIONS**

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

**17. LAW AND VENUE**

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

**18. AUTHORITY**

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

**19. NOTICES**

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

If to County:	Tehama County Health Services Agency Attn: Executive Director P.O. Box 400 Red Bluff, CA 96080 (530) 527-8491
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If to Contractor:	Prime Healthcare Services-Shasta, LLC Attn: Administrator 1100 Butte Street Redding, CA 96001 Phone: (530) 244-5454
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Notice shall be deemed to be effective two days after mailing.

**20. NON-EXCLUSIVE AGREEMENT**

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

**21. STANDARDS OF THE PROFESSION**

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



**22. LICENSING OR ACCREDITATION**

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

**23. RESOLUTION OF AMBIGUITIES**

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

**24. NO THIRD-PARTY BENEFICIARIES**

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

**25. HAZARDOUS MATERIALS**

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

**26. HARASSMENT**

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

**27. ENTIRE AGREEMENT; AMENDMENTS**

This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no others.

No changes, amendments or alterations shall be effective unless in writing and signed by both parties. However, minor amendments that do not result in a substantial or functional change to the original intent of the agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Contractor and the Director of Tehama County Mental Health, or his or her designee.

**28. REPORTING**

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

**29. CLINICAL RECORDS**

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

If Contractor maintains an Electronic Health Record (EHR) with Protected Health Information (PHI), and an individual request a copy of such information in an electronic format, Contractor shall provide such information in an electronic format to enable the County to fulfill its

obligations under the HITECH Act, including but not limited to, 42 U.S.C. Section 17935(e) and the HIPAA regulations.

### **30. MONITORING**

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

### **31. DOCUMENTS AND RECORDS**

- A. Upon written request, Contractor agrees to permit County, State, and/or Federal agencies authorized by the Director, to inspect, review, and copy all records, notes, and writing of any kind in connection with the services provided by Contractor under this agreement. All such inspections and copying shall occur during normal business hours.
- B. If the California Department of Health Care Services, Center for Medicare and Medicaid Services (CMS), or Office of the Inspector General of the US Department of Health and Human Services determines there is a reasonable possibility of fraud or similar risk, the State, SMC or HHS Inspector General may inspect, evaluate, and audit the subcontractor at any time.
- C. Contractor shall preserve all records relating to the services provided pursuant to this agreement until at least ten years from the final date of the contract period or ten years from the date of completion of any audit, whichever is later.
- D. At the end of the period required for record retention, Contractor shall destroy all records made pursuant to this agreement in accordance with the California Code of Regulations, the California Welfare and Institutions Code, and Contractor's State licensing requirements.
- E. Contractor shall document compliance with all contractual requirements. Such documentation shall be provided to County upon request.

### **32. QUALITY ASSURANCE**

Contractor shall notify County of any and all special incidents involving a County placement within 24 hours of the incident. All special incidents are reviewed by the County Mental Health Department's Quality Improvement Committee and any recommendations will be forwarded both to the Executive Director of the Tehama County Health Services Agency and the Contractor's Chief Executive Officer.

Contractor shall furnish County with a copy of its Quality Assurance Policies and Procedures and its Client Complaint/Grievance Procedure within thirty (30) days of execution of this Agreement.

### **33. PERSONNEL**

Contractor shall furnish such qualified professional personnel as prescribed in Title IX of the California Code of Regulations required for the type of services described in Section 1.

All Contractor's personnel (including independent contractors) shall have the appropriate current State licensure required for their given profession. Contractor shall provide copies of current licensure for all clinical staff to County upon County's written request.

### **34. LICENSING REQUIREMENTS**

Contractor shall comply with all necessary County or State licensing requirements and must obtain appropriate licenses and display same in a location that is reasonably conspicuous.

Contractor shall abide by the Welfare and Institutions Code, section 5600 et. seq., Title IX and Title XXII of the California Code of Regulations, the State Cost Reporting/Data Collection Manual (CR/DC), and State Department of Health Care Services Policy Letters.

### **35. CULTURAL COMPETENCY**

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

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

### **36. CODE OF CONDUCT**

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

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

#### **CODE OF CONDUCT – General Statement**

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

**CODE OF CONDUCT**      All TCHSA employees and contractors:

- Shall perform their duties in good faith and to the best of their ability.
- Shall comply with all statutes, regulations, and guidelines applicable to Federal health care programs, and with TCHSA's own policies and procedures.
- Shall refrain from any illegal conduct. When an employee or contractor is uncertain of the meaning or application of a statute, regulation, or guideline, or the legality of a certain practice or activity, he or she shall seek guidance from his or her immediate Supervisor, Division Director, the Quality Assurance Manager, the Compliance Auditor, the Assistant Executive Director-Programs, or the Assistant Executive Director-Administration.
- Shall not obtain any improper personal benefit by virtue of their employment or contractual relationship with TCHSA;
- Shall notify their Supervisor, Division Director, Assistant Executive Director-Administration, the Assistant Executive Director-Programs, or Agency Executive Director immediately upon receipt (at work or at home) of any inquiry, subpoena, or other agency or governmental request for information regarding TCHSA;
- Shall not destroy or alter TCHSA information or documents in anticipation of, or in response to, a request for documents by any applicable governmental agency or from a court of competent jurisdiction.
- Shall not engage in any practice intended to unlawfully obtain favorable treatment or business from any entity, physician, patient, resident, vendor, or any other person or entity in a position to provide such treatment or business.
- Shall not accept any gift of more than nominal value or any hospitality or entertainment, which because of its source or value, might influence the employee's or contractor's independent judgment in transactions involving TCHSA.

- Shall disclose to their Director any financial interest, official position, ownership interest, or any other relationship that they (or a member of their immediate family) has with TCHSA vendors or contractors.
- Shall not participate in any false billing of patients, governmental entities, or any other party.
- Shall not participate in preparation of any false cost report or other type of report submitted to the government.
- Shall not pay or arrange for TCHSA to pay any person or entity for the referral of patients to TCHSA, and shall not accept any payment or arrangement for TCHSA to accept any payment for referrals from TCHSA.
- Shall not use confidential TCHSA information for their own personal benefit or for the benefit of any other person or entity while employed at or under contract to TCHSA, or at any time thereafter.
- Shall not disclose confidential medical information pertaining to TCHSA's patients or clients without the express written consent of the patients or clients or pursuant to court order and in accordance with the applicable law and TCHSA applicable policies and procedures.
- Shall promptly report to the Compliance Auditor any and all violations or suspected violations of the Code of Conduct.
- Shall promptly report to the Compliance Auditor any and all violations or suspected violations of any statute, regulation, or guideline applicable to Federal health care programs or violations of TCHSA's own policies and procedures.
- Shall not engage in or tolerate retaliation against employees or contractors who report or suspect wrongdoing.

### **37. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT-HIPAA**

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

Contractor agrees to report to County any security incident or any use or disclosure of PHI (In any form) not provided for by this Agreement. Security incidents include attempted or

successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. Contractor shall make this report by the next business day following discovery of the use, disclosure, or security incident.

**38. COMPLIANCE AND PROGRAM INTEGRITY**

Contractor shall comply with all contractual provisions pursuant to Exhibit C, “COMPLIANCE AND PROGRAM INTERGRITY,” attached hereto and incorporated by reference.

**39. TRAFFICKING VICTIMS PROTECTION ACT OF 2000**

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

**40. BYRD ANTI-LOBBYING AMENDMENT (31 USC 1352)**

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

**41. HATCH ACT**

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

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

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civil Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of



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

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

Date: 6-16-25

COUNTY OF TEHAMA

Jayne S. Bottke  
Jayme S. Bottke, Executive Director

PRIME HEALTHCARE SERVICES-SHASTA,  
LLC- a limited liability company

Date: 5/30/2025

Sam Itani  
Sam Itani, Chief Executive Officer

\_\_\_\_\_  
Contractor Number

\_\_\_\_\_  
Vendor Number

\_\_\_\_\_  
Budget Account 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**

### **Rates Per Patient/ Per Day**

#### **Medi Cal Beneficiaries**

<b>FY 2024-2025 Behavioral Health</b>	<b>Rates</b>
Medi-Cal Inpatient Acute (Adult/Older Adult)	\$1,495.00 per day
Medi-Cal Inpatient Day	\$800.00 per day
Medi-Cal Inpatient Professional Fees	\$130.00 per day
Short Doyle – Inpatient Acute (Adult/Older Adult) all inclusive	\$1,625.00 per day
Short Doyle - Inpatient Administrative	\$930.00 per day
Patient with Line of Site Sitter Additional Fee	\$600.00 per day

<b>FY 2025-2026 Behavioral Health</b>	<b>Rates</b>
Medi-Cal Inpatient Acute (Adult/Older Adult)	\$1,570.00 per day
Medi-Cal Inpatient Day	\$840.00 per day
Medi-Cal Inpatient Professional Fees	\$140.00 per day
Short Doyle – Inpatient Acute (Adult/Older Adult) all inclusive	\$1,706.00 day
Short Doyle - Inpatient Administrative	\$980.00 per day
Patient with Line of Site Sitter Additional Fee	\$624.00 per day

<b>FY 2026-2027 Behavioral Health</b>	<b>Rates</b>
Medi-Cal Inpatient Acute (Adult/Older Adult)	\$1,648.00 per day
Medi-Cal Inpatient Day	\$882.00 per day
Medi-Cal Inpatient Professional Fees	\$150.00 per day
Short Doyle – Inpatient Acute (Adult/Older Adult) all inclusive	\$1,792.00 per day
Short Doyle - Inpatient Administrative	\$1,032.00 per day
Patient with Line of Site Sitter Additional Fee	\$649.00 per day

The all-inclusive rate, as described above, is to be the only payments made by Tehama County Health Services Agency for inpatient services provided to beneficiaries hereunder.

#### **Host County Rate Parity**

Notwithstanding any other provision of this Exhibit "B", in the event that the rates charged by Prime Healthcare Services - Shasta, LLC to Shasta County are adjusted during the term of this agreement (whether increased or decreased), Contractor shall notify County within fifteen (15) days of receiving notice of such adjustment from Shasta County. Commencing thirty (30) days after County's receipt of notice from Prime Healthcare Services - Shasta, LLC, County shall compensate Prime Healthcare Services - Shasta, LLC at rates equal to the adjusted rates charged to Shasta County.

## **Exhibit C**

### **COMPLIANCE AND PROGRAM INTEGRITY**

#### **Evidence of Contractual Compliance**

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

#### **Exclusions Checks**

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

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

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

#### **Ownership Disclosure**

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

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

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

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

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

### **Business Transactions Disclosure**

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

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



### **Persons Convicted of Crimes Disclosure**

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

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

### **Criminal Background Checks**

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

*Exhibit C is three pages*

**E-Contract Review**  
**Approval as to Form**

Department Name: Health Services Agency

Vendor Name: Prime Health Care Services – Shasta LLC, dba Shasta Regional  
Medical Center

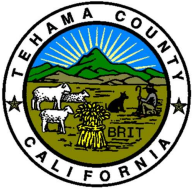
Contract Description: For the purpose of providing psychiatric inpatient services

APPROVED AS TO FORM:



Date: 06/16/2025

Office of the Tehama County Counsel  
Margaret Long, County Counsel



# Tehama County

## Agenda Request Form

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**File #:** 25-1118

**Agenda Date:** 7/1/2025

**Agenda #:** 15.

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**PROBATION DEPARTMENT - Chief Probation Officer Pam Gonzalez / Superintendent Todd Hansen**

**Requested Action(s)**

a) INFORMATIONAL PRESENTATION - Regarding the Tehama County Juvenile Detention Facility's programs and services provided to in-custody youths

**Financial Impact:**

There is no financial impact, this is only an informational presentation.

**Background Information:**

This presentation will provide details to the Board of Supervisors and the community about the Probation Department's rehabilitation offerings to youths housed in the Tehama County Juvenile Detention Facility.



**TEHAMA COUNTY  
PROBATION**

**TEHAMA COUNTY**

**JUVENILE DETENTION FACILITY**

# ABOUT US



The Tehama County Juvenile Detention Facility can house up to 41 youth. Our capacity is directly tied to State staffing mandates which require we have 1 staff (properly trained and certified) on duty for every 10 youth (during waking hours), Our staffing vacancies directly affect how many youth we can house.



The Tehama County JDF houses youth that have committed felony offenses, both pre and post disposition. We also contract with 6 other counties to house their youth at a pre-determined daily rate.





# SB 823



The closure of the Division of Juvenile Justice (DJJ) resulted in the entire juvenile justice system becoming a local county probation responsibility. The closure of DJJ has increased the complexity, seriousness, and age of the youth in our facility. We now house youth up to 26 years old who have committed serious and violent offenses. The more sophisticated and violent youth in our care requires us to address additional safety concerns, along with providing rehabilitative and re-entry programs.



# OUR POPULATION

- 72% WHITE
- 22% HISPANIC
- 6% OTHER



91% CRIMES OF VIOLENCE

664/187PC, 245(a)(1)PC	Felony		Secure Track	Attempted Murder
777 WI	Felony		N/A	VOP
422 PC	Felony		N/A	Crim. Threats
243.2(a)(1) PC	Misdemeanor	Gang	N/A	Battery on school official
211 PC, 245 (a)(2) PC	Felony	Gang	N/A	Robbery, Assault
25400(c)(6)PC, 417(a)(1)PC, 24610PC	Felony	Gang	N/A	Ghost Gun, firearms
236/237(a)PC, 245(a)(4)PC, 273.5(a)	Felony	Gang	N/A	Assault, DV,
20002(a)VC	Misdemeanor		N/A	Hit and run
187PC	Felony	Gang	N/A	Murder
211 PC, 245(a)(1) PC	Felony	Gang	N/A	Robbery, Assault
664/187 PC	Felony		N/A	Attempted Murder
25400(a)(1) PC	Felony	Gang	N/A	CCW in vehicle
664/187 PC	Felony		N/A	Attempted Murder
422(a) PC, 417(a)(1) PC	Felony	Gang	N/A	Crim. Threats, Exh. Weapon
187 PC	Felony	Gang	N/A	Murder
459 PC, 417(a)(2) PC	Felony	Gang	N/A	Burg, Exh. Weapon
245(a)(1) PC, 664/187 PC	Felony		N/A	Att. Murder, assault
243.2(a)(1) PC	Misdemeanor	Gang	N/A	Battery on school official



## Offense Percentages

Murder – 11%

Attempted Murder – 17%

Robbery – 11%

Firearm Related – 47%

Gang Affiliated Offenders – 64%

*\*\*\*As of 06/10/2025\*\*\**

# JDO – JUVENILE DETENTION OFFICER

As officers they have direct contact with the youth. They are trained to counsel with youth and implement evidence-based programs focused on the youth's growth and rehabilitation. They are trained experts, skilled in managing trauma and high-risk needs.



**\*Los Molinos Highschool Outreach Event\***



# JDO-PROBATION

**\*JDOs and POs working together at Treat Street\***



JDO's work hand in hand with the youth's Probation Officer's to meet the individual needs of the youth and to hold them accountable to the terms and conditions of their probation. JDO's document the youth's behaviors, which is reported to the court. JDO's are uniquely trained in both public safety and rehabilitative services. JDO's are an integral component to the Juvenile Justice System overall.

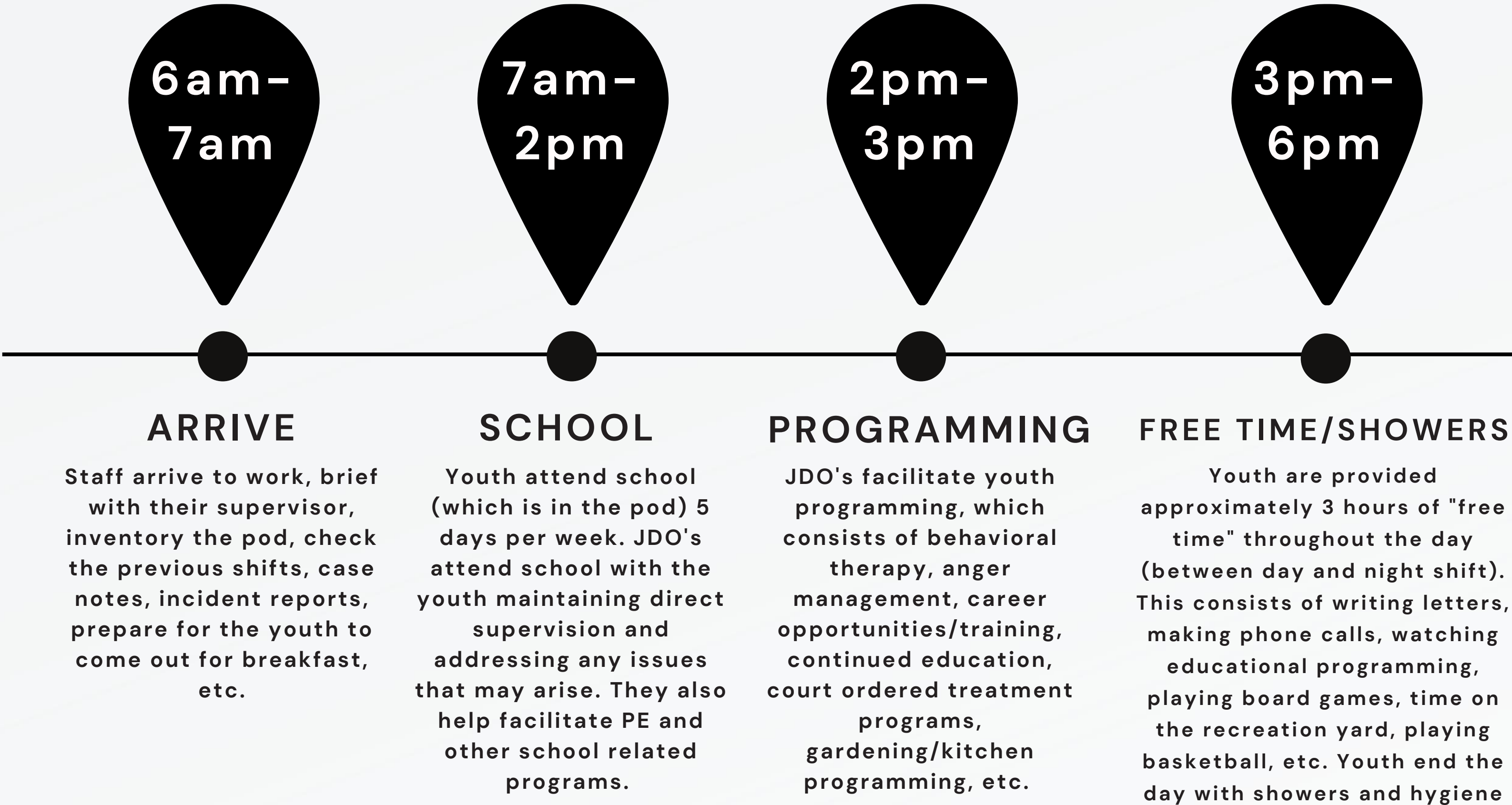


# JDO-PEACE OFFICER

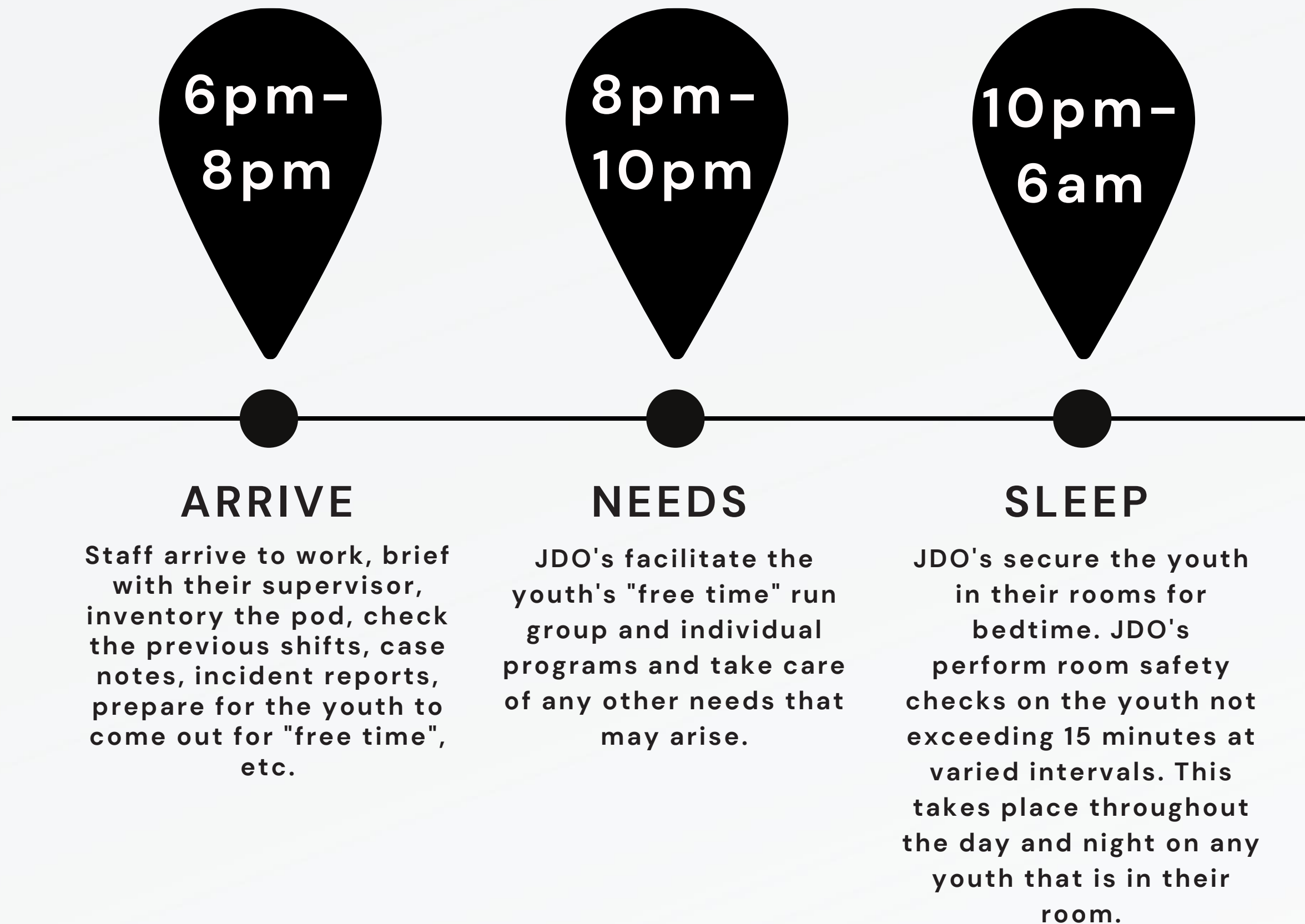
All JDO's are CORE and PC832 trained in compliance with State standards. While on duty, they are duly sworn Peace Officers. They are trained in defensive tactics, the use of chemical agents (OC spray), de-escalation techniques, crisis intervention, suicide prevention, and PREA. JDO's reflect the communities they serve providing culturally informed and responsive care.



# DAY SHIFT 6am to 6pm



# NIGHT SHIFT 6pm to 6am





# HOW WE DIFFER FROM ADULT CORRECTIONS

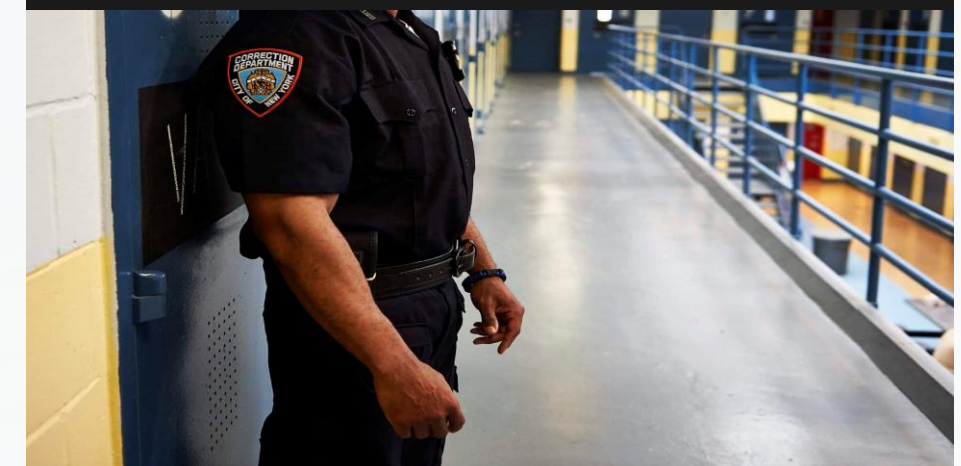
*JDO*



JDO's have strict requirements mandated by the State. This includes room safety checks being conducted on every youth in their room not to exceed 15 minutes apart. These checks must be completed at random and varied intervals. They are then documented and reviewed at the end of each shift by a Supervisor. JDO's are required to work with the youth in a direct supervision capacity. This means that the staff are actively engaged with the youth throughout the day for 12 hours or more. Youth are rarely in their rooms unless it's sleeping hours. It's mandated that even for disciplinary purposes youth are not to be placed in their rooms. This creates a challenging and intensive work environment for the staff. Direct supervision requires that staff have direct visual contact and engagement with the youth. Cameras and windows do not apply towards direct supervision.

Depending on the facility, adult Corrections does not require direct supervision. They are required to complete a room safety check once every 60 minutes. They may not be posted in the housing units with the residents like JDO's are. Adult Correctional Officers are also afforded more tools to control non-compliant and combative inmates. These tools can include electronic control devices (tasers), batons, impact weapons, etc. JDO's are not legally allowed to use these tools. The regulations in Adult Corrections are much less stringent than Juvenile. Staff in Juvenile Corrections are required to be Peace Officers, Counselors, Mentors, case workers, care givers, etc.

*Adult Corrections*





# JDFC-PROGRAMS



## CHANGING ARMOR PROGRAM

**ATTITUDE**

**RESPONSIBILITY**

**MOTIVATION**

**OUTLOOK**

**RESPECT**





# GRADUATING HIGH SCHOOL



# SOME QUICK NOTES

- The Tehama County Juvenile Detention Facility is currently operating at a capacity of 20 youth. This is due to staffing shortages.
- We've limited the amount of out of county youth we accept so that we can better serve the needs of Tehama County. There has been a dramatic influx of local Tehama County youth needing to be housed in the JDF due to crimes of violence. It should be noted that other counties are seeing this increase too. Those counties without Juvenile Halls are often unable to hold these youth in custody as their partnering facilities are unable to accept them due to capacity issues.
- We've seen a dramatic increase in gang related crimes being committed in Tehama County.
- The programming and rehabilitative mandate placed on the JDF has continued to increase. This requires more JDOs and more support staff.
- We are very fortunate to have excellent partnerships that help us maintain a healthy and rehabilitative environment for the youth in our care. These partnerships include the Tehama County Department of Education and the Tehama County Health Services Agency.
- We would like to formally invite the board members to come and tour the facility.

# IN CLOSING...

The JDF is an incredibly challenging work environment but can also be rewarding. We hope that this brief presentation helps you better understand what the JDF does for our community and how it compares to Adult Corrections. We also wanted to highlight some of the challenges that we face. We are fortunate to have excellent staff that work tirelessly in their mission to help rehabilitate the youth in our care. Currently one of our biggest challenges is staffing, we have 7 vacancies and have had difficulty recruiting new staff. The work that the JDF staff performs often goes unnoticed and is not well understood. We hope that the information provided helps bring to light the incredible work the staff are doing.



# THANK YOU FOR YOUR TIME.

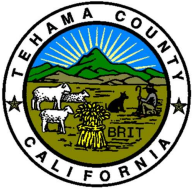
Please reach out to if you have any questions, would like a tour, or have any input.

Todd Hansen  
Juvenile Detention Superintendent  
[thansen@tcprobation.org](mailto:thansen@tcprobation.org)  
530-527-5380 ext. 3096

Pamela Gonzalez  
Chief Probation Officer  
[pgonzalez@tcprobation.org](mailto:pgonzalez@tcprobation.org)  
530-527-4052



**TEHAMA  
COUNTY  
PROBATION**



# Tehama County

## Agenda Request Form

**File #:** 25-1149

**Agenda Date:** 7/1/2025

**Agenda #:** 16.

### SHERIFF'S OFFICE - Sheriff Dave Kain

#### **Requested Action(s)**

a) AGREEMENT - Request approval and authorization for the Chair and the Sheriff to sign Agreement with Ronald L. Clark, DDS, for the purpose of providing dental and medical services to inmates of the Tehama County Jail for the rates set forth in Exhibit "B" with a not to exceed amount of \$100,000.00, effective 7/1/25, and shall remain in effect until 6/30/26.

#### **Financial Impact:**

The funding source for the agreement has been budgeted for FY 25/26 in the Jail Health Budget 20321-532396.

#### **Background Information:**

Dr. Clark has been providing dental/medical care to inmates of the Tehama County Jail for more than 20 years. With his experience and knowledge, Dr. Clark is able to offer surgical services that are not generally accommodated by all dentists' offices. This is a major cost savings for the Tehama County Jail since they are not having to transport the inmates out of Red Bluff to a specialist.

There is a deviation in the insurance requirements presented in Exhibit A. The deviation follows the Board Approved amendment #3 2025-115, to the previous agreement #2023-302. Dr. Clark has carried coverage with The Dentists Insurance Company (TDIC) since 1993 with no malpractice claims being filed against him. Dr. Clark has always carried the required malpractice insurance, general liability insurance and workers' compensation necessary to run his dental business successfully and safely for his patients and employees.

**AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND  
RONALD L. CLARK, DDS**

---

This agreement is entered into between the County of Tehama, through its Sheriff's Office, ("County") and Ronald L. Clark, DDS ("Contractor") for the purpose of dental and medical services to inmates of the Tehama County Jail.

**1) RESPONSIBILITIES OF CONTRACTOR**

During the term of this agreement, Contractor shall, upon request, provide dental and medical services to inmates of the Tehama County Jail.

**2) RESPONSIBILITIES OF THE COUNTY**

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

**3) COMPENSATION**

Contractor shall be paid in accordance with the rates set forth in the Fee Schedule, attached hereto as Exhibit "B", after satisfactorily completing the duties described in this Agreement. The Maximum Compensation payable under this Agreement shall not exceed \$100,000.00.

Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

**4) BILLING AND PAYMENT**

On or before the 15<sup>th</sup> of each month, Contractor shall submit to County an itemized invoice for all services rendered during the preceding calendar month. County shall make payment of all

TEHAMA COUNTY  
AGREEMENT #: \_\_\_\_\_

undisputed amounts within 30 days of receipt of Contractor's invoice. County shall be obligated to pay only for services properly invoiced in accordance with this section.

**5) TERM OF AGREEMENT**

This agreement shall commence on 7/01/2025 and shall terminate 6/30/2026, unless terminated in accordance with section 6 below.

**6) TERMINATION OF AGREEMENT**

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

The County's right to terminate this agreement may be exercised by the Sheriff-Coroner.

**7) ENTIRE AGREEMENT; MODIFICATION**

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

**8) NONASSIGNMENT OF AGREEMENT**

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

## **9) EMPLOYMENT STATUS**

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

## **10) INDEMNIFICATION**

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

## **11) INSURANCE**

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



## **12) PREVAILING WAGE**

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. If the Services hereunder are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office, and will make this information available to any interested party upon request. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a “public work.” To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

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

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

### **13) NON-DISCRIMINATION**

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

### **14) GREEN PROCUREMENT POLICY**

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

### **15) COMPLIANCE WITH LAWS AND REGULATIONS**

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

### **16) LAW AND VENUE**

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

## **17) AUTHORITY**

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

## **18) NOTICES**

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

### **NOTICES TO COUNTY:**

Tehama County Sheriff's Office  
Attn: Dave Kain, Sheriff-Coroner  
P.O. BOX 729  
Red Bluff, CA 96080  
(530) 527-7900  
[dkain@tehamaso.org](mailto:dkain@tehamaso.org)

### **NOTICES TO CONTRACTOR:**

Ronald L. Clark, DDS  
727 Washington Street  
Red Bluff, CA 96080  
P: (530) 527-3411  
F: (530) 527-7725  
[lsteen@redbluffdental.com](mailto:lsteen@redbluffdental.com)

### **INVOICES SUBMITTED TO COUNTY:**

Tehama County Sheriff's Office  
Attn: Accounting Division  
P.O. BOX 729  
Red Bluff, CA 96080  
(530) 528-8979 option 1  
[nbrummond@tehamaso.org](mailto:nbrummond@tehamaso.org)

### **GRANTS/CONTRACTS TO COUNTY:**

Tehama County Sheriff's Office  
Attn: Grants/Contracts  
P.O. BOX 729  
Red Bluff, CA 96080  
(530) 528-8979 option 2  
[jcrane@tehamaso.org](mailto:jcrane@tehamaso.org)

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

## **19) NON-EXCLUSIVE AGREEMENT:**

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

## **20) STANDARDS OF THE PROFESSION**

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

**21) LICENSING OR ACCREDITATION**

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

**22) RESOLUTION OF AMBIGUITIES:**

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

**23) NO THIRD PARTY BENEFICIARIES:**

Neither party intends that any person shall have a cause of action against either of them as a third party beneficiary under this Agreement. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

**24) HAZARDOUS MATERIALS**

Contractor shall provide to County all Safety Data Sheets covering all Hazardous Materials to be furnished, used, applied, or stored by Contractor, or any of its Subcontractors, in connection with the services on County property. Contractor shall provide County with copies of any such Safety Data Sheets prior to entry to County property or with a document certifying that no Hazardous Materials will be brought onto County property by Contractor, or any of its Subcontractors, during the performance of the services. County shall provide Safety Data Sheets for any Hazardous Materials that Contractor may be exposed to while on County property.

**25) HARASSMENT**

Contractor agrees to make itself aware of and comply with the County's Harassment Policy, TCPR §8102: Harassment, which is available upon request. The County will not tolerate or condone harassment, discrimination, retaliation, or any other abusive behavior. Violations of this policy may cause termination of this agreement.

## **26) COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING**

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civil Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of “electronic signature” as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

## **27) EXHIBITS**

Contractor shall comply with all provisions of Exhibits A through B, attached hereto and incorporated by reference. In the event of a conflict between the provisions of the main body of this Agreement and any attached Exhibit(s), the main body of the Agreement shall take precedence.

## **28) 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.

## **29) LICENSING OR ACCREDITATION**

Where applicable the Contractor shall maintain the appropriate license or accreditation through the life of this contract.

## **30) CONFIDENTIALITY**

The intent of this agreement is for the Contractor to provide dental and medical services to inmates of the Tehama County Jail. However, should specific information regarding the County's clients become known to Contractor, the following confidentiality rules shall apply:

- a. Contractor shall require all employees, volunteers, agents, and officers to comply with the provisions of Section 10850 of the Welfare and Institutions Code and Manual of Policies and Procedures (MPP) Division 19, which provide that:
  - 1.) All applications and records concerning any individual made or kept by Contractor shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this program.
  - 2.) No person shall publish, disclose, use, permit or cause to be published or disclosed any list of persons receiving public social services, except as provided by law.
  - 3.) No person shall publish, disclose, use, permit or cause to be published, disclosed or used any confidential information pertaining to an applicant or recipient, except as provided by law.
- b. Contractor shall ensure all employees, volunteers, agents, and officers comply with the above provisions, and shall inform all employees, agents and officers that any person knowingly and intentionally violating such provisions is guilty of a misdemeanor.
- c. During the term of this agreement, both parties may have access to information that is confidential or proprietary in nature. Both parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other party or as required by law. This provision shall survive the termination, expiration, or cancellation of the agreement.
- d. Notwithstanding any other provision of this Agreement, the Contractor agrees to protect the confidentiality of any and all patient, client, or resident medical information, which may be viewed in the process of doing his/her/its contracted services. The Contractor understands that he/she/its is subject to all of the confidentiality requirements of the



Health Insurance Portability and Accountability Act of 1996 (HIPAA); Title 42, Section 2.1 through 2.67-1, Code of Federal Regulations; and Confidentiality of Medical Information Act [Part 2.6 (commencing with Section 56)] of Division 1 of the Civil Code. Violation of the confidentiality of patient, client or resident medical information may result in federally imposed fines and penalties and the cancellation of this agreement.

**IN WITNESS WHEREOF**, County and Contractor have executed this agreement on the day and year set forth below.

**COUNTY OF TEHAMA**

Date: \_\_\_\_\_

\_\_\_\_\_  
Sheriff-Coroner

Date: \_\_\_\_\_

\_\_\_\_\_  
Chairman, Board of Supervisors

**RONALD L. CLARK, DDS**

Date: 06/17/25

Ronald L. Clark, DDS  
Authorized Agent

**Agreement #:** \_\_\_\_\_

**100382**

\_\_\_\_\_  
Vendor Number

**20321-04-532396**

\_\_\_\_\_  
Budget Account Number

lsteen@redbluffdental.com

\_\_\_\_\_  
Vendor/Contractor Email Address

**(530) 527- 4311**

\_\_\_\_\_  
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.

#### Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

#### Professional Liability (Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However, if coverage is written on a claims made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.



All such insurance coverage, except professional liability insurance, shall be provided on an “occurrence” basis, rather than a “claims made” basis.

#### Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include “Tehama County” as an additional insured.

The certificate holder shall be “County of Tehama.”

#### Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor’s liability to County and will be the sole responsibility of Contractor.

#### Primary Insurance Coverage

For any claims related to this project, Contractor’s insurance coverage shall be primary insurance as respects the County. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor’s insurance and shall not contribute with it.

#### Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that “coverage shall not be reduced or canceled without 30 days’ prior written notice certain to the County.”

#### Acceptability of Insurers

Contractor’s insurance shall be placed with an insurance carrier holding a current A.M. Best & Company’s rating of not less than A:VII unless otherwise acceptable to the County. The County reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

#### Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

### Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

### Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

### Verification of Coverage

Contractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

# Exhibit B

## FEE SCHEDULE

Ronald L. Clark, D.D.S.

Date: 05/12/2025

Page: 1

CODE	DESCRIPTION	FEE 1	LAB EXPENSE	MATERIAL
CMT	Cement Crown	0.00	0.00	0.00
D	Clinpro 5000	20.00	0.00	0.00
D00	Cmt PVC w/Fugi	0.00	0.00	0.00
D000	Lab Fee	0.00	0.00	0.00
D0000	Re-Med Endo	0.00	0.00	0.00
D0110	Initial Oral Examination	0.00	0.00	0.00
D0120	Periodic oral evaluation	55.00	0.00	0.00
D0130	Emergency Oral Examination	32.00	0.00	0.00
D0140	Limited oral evaluation	74.00	0.00	0.00
D0145	Oral evaluation < 3 yrs of age	74.00	0.00	0.00
D0150	Comprehensive oral evaluation	88.00	0.00	0.00
D0160	Detail/extensive oral eval, B/R	67.00	0.00	0.00
D0170	Limited re-evaluation	56.00	0.00	0.00
D0171	Re-eval - Post-op Office Visit	0.00	0.00	0.00
D0180	Comprehensive perio evaluation	69.00	0.00	0.00
D0190	Screening of Patient	48.00	0.00	0.00
D0191	Assessment of Patient	48.00	0.00	0.00
D0210	Intraoral Full Mouth Images	158.00	0.00	0.00
D0220	Intraoral Periapical Images	40.00	0.00	0.00
D0230	Intraoral-periapical each add'l	23.00	0.00	0.00
D0240	Intraoral Occlusal Image	42.00	0.00	0.00
D0250	Extraoral 2D projection image	52.00	0.00	0.00
D0260	Extraoral-each additional film	41.00	0.00	0.00
D0270	Bitewing Single Image	40.00	0.00	0.00
D0272	Bitewing Two Image	63.00	0.00	0.00
D0273	Bitewing Three Image	65.00	0.00	0.00
D0274	Bitewing Four Image	73.00	0.00	0.00
D0277	Vertical Bitewing 7 to 8 Images	128.00	0.00	0.00
D0290	Skull & Facial Bone Survey Image	44.00	0.00	0.00
D0310	Sialography	162.00	0.00	0.00
D0320	TMJ arthrogram, incl injection	266.00	0.00	0.00
D0321	Other TMJ Images	112.00	0.00	0.00
D0322	Tomographic survey	211.00	0.00	0.00
D0330	Panoramic Image	170.00	0.00	0.00
D0340	2D cephalometric image	49.00	0.00	0.00
D0350	2D Oral/Facial Photo Images	40.00	0.00	0.00
D0351	3D Photographic Image	0.00	0.00	0.00
D0360	Cone beam ct-craniofacial data	105.00	0.00	0.00
D0362	Cone beam-2D multi img reconst	788.00	0.00	0.00
D0367	CT Capture, Both Jaws	350.00	0.00	0.00
D0380	CT Image, Lmt'd View < 1 Jaw	368.00	0.00	0.00
D0391	Inter. Diagnostic Img, Oth Prov	525.00	0.00	0.00
D0415	Collection of microorganisms	46.00	0.00	0.00
D0419	Assess saliva flow-measurement	5.00	0.00	0.00
D0460	Pulp vitality tests	33.00	0.00	0.00
D0470	Diagnostic casts	123.00	0.00	0.00
D0471	Diagnostic photographs	16.00	0.00	0.00
D0472	Accession of tissue, gr exam, rpt	86.00	0.00	0.00
D0473	Access of tiss, gr&mic exam, rpt	86.00	0.00	0.00
D0474	Acc of tiss, exam, surg mar, rpt	86.00	0.00	0.00
D0601	Caries risk assessment - Low	7.00	0.00	0.00
D0602	Caries risk assessment - Mod	7.00	0.00	0.00
D0603	Caries risk assessment - High	7.00	0.00	0.00
D0701	Pano - image capture only	0.00	0.00	0.00
D0703	2Doral/fac'l photo-capture only	0.00	0.00	0.00
D0704	3D photo image-capture only	0.00	0.00	0.00
D0707	I/O periapical-img capture only	0.00	0.00	0.00
D0708	I/O bitewing-image capture only	0.00	0.00	0.00
D0709	I/O comp ser-image capture only	0.00	0.00	0.00
D1110	Prophylaxis-adult	118.00	0.00	0.00
D1120	Prophylaxis-child	90.00	0.00	0.00
D1201	Prophylaxis with fluoride-child	74.00	0.00	0.00

\*Using Office Fee Schedule



# FEE SCHEDULE

Ronald L. Clark, D.D.S.

Date: 05/12/2025

Page: 2

CODE	DESCRIPTION	FEE 1	LAB EXPENSE	MATERIAL
D1203	Topical Appl of Fluoride-Child	21.00	0.00	0.00
D1204	Topical Appl of Fluoride-Adult	21.00	0.00	0.00
D1205	Prophylaxis with fluoride-adult	84.00	0.00	0.00
D1206	Topical Applic Fluoride Varnish	25.00	0.00	0.00
D1208	Topical Appl of Fluor Excl Varn	25.00	0.00	0.00
D1310	Nutritional counseling	38.00	0.00	0.00
D1320	Tobacco counseling	42.00	0.00	0.00
D1351	Sealant-per tooth	65.00	0.00	0.00
D1352	Preventive Restoration, Perm Th	45.00	0.00	0.00
D1353	Sealant repair - per tooth	0.00	0.00	0.00
D1354	Interim caries arresting meds	52.00	0.00	0.00
D1355	Caries preventive meds-per th	0.00	0.00	0.00
D1510	Space maint-fixed-unilateral	265.00	0.00	0.00
D1515	Space maint-fixed-bilateral	394.00	0.00	0.00
D1516	Space maint-fixed-bilateral,max	436.00	0.00	0.00
D1517	Space maint-fixed-bilaterl,mand	397.00	0.00	0.00
D1520	Space maint-remov-unilateral	418.00	0.00	0.00
D1525	Space maint-remov-bilateral	446.00	0.00	0.00
D1526	Space maint-remov-bilateral,max	332.00	0.00	0.00
D1527	Space maint-remov-bilaterl,mand	49.00	0.00	0.00
D1550	Re-cement/bnd space maint	47.00	0.00	0.00
D1551	Re-cmnt/bnd bilat sp maint-max	88.00	0.00	0.00
D1552	Re-cmnt/bnd bilat sp maint-mand	88.00	0.00	0.00
D1553	Re-cmnt/bnd unilat sp maint-quad	88.00	0.00	0.00
D1555	Removal of fixed space maint	45.00	0.00	0.00
D1556	Remov fixd unilat sp maint-quad	88.00	0.00	0.00
D1557	Remov fixed bilat sp maint-max	88.00	0.00	0.00
D1558	Remov fixed bilat sp maint-mand	88.00	0.00	0.00
D1575	Space maint-fixed-unil,dst shoe	233.00	0.00	0.00
D1999	Unspecified prev procedure, B/R	10.00	0.00	0.00
D2110	Amalgam-1 surface, primary	89.00	0.00	0.00
D2120	Amalgam-2 surface, primary	100.00	0.00	0.00
D2130	Amalgam-3 surface, primary	116.00	0.00	0.00
D2131	Amalgam-4+ surface, primary	131.00	0.00	0.00
D2140	Amalgam-1 surf. prim/perm	148.00	0.00	0.00
D2150	Amalgam-2 surf. prim/perm	182.00	0.00	0.00
D2160	Amalgam-3 surf. prim/perm	217.00	0.00	0.00
D2161	Amalgam-4+ surf. prim/perm	264.00	0.00	0.00
D2210	Silicate cement-per restorat.	55.00	0.00	0.00
D2330	Resin-one surface, anterior	200.00	0.00	0.00
D2331	Resin-two surfaces, anterior	230.00	0.00	0.00
D2332	Resin-three surfaces, anterior	275.00	0.00	0.00
D2335	Resin-4+ w/incis angle-anterior	330.00	0.00	0.00
D2336	Compos resin crwn-anterior-prim	112.00	0.00	0.00
D2380	Resin-1 surface, poster-primary	116.00	0.00	0.00
D2381	Resin-2 surface, poster-primary	136.00	0.00	0.00
D2382	Resin-3 surface, poster-primary	147.00	0.00	0.00
D2390	Resin composite crown, anterior	428.00	0.00	0.00
D2391	Resin composite-1s, posterior	210.00	0.00	0.00
D2392	Resin composite-2s, posterior	260.00	0.00	0.00
D2393	Resin composite-3s, posterior	325.00	0.00	0.00
D2394	Resin composite-4+s, posterior	350.00	0.00	0.00
D2510	Inlay-metallic-one surface	706.00	0.00	0.00
D2520	Inlay-metallic-two surfaces	740.00	0.00	0.00
D2530	Inlay-metallic-three + surfaces	772.00	0.00	0.00
D2540	Onlay-metallic-per tooth w/inly	472.00	0.00	0.00
D2542	Onlay-metallic-two surfaces	770.00	0.00	0.00
D2543	Onlay-metallic-three surfaces	799.00	0.00	0.00
D2544	Onlay-metallic-four + surfaces	784.00	0.00	0.00
D2610	Inlay-porcel/ceramic-1 surface	736.00	0.00	0.00
D2620	Inlay-porcel/ceramic-2 surface	799.00	0.00	0.00
D2630	Inlay-porcel/ceramic-3+ surface	921.00	0.00	0.00

\*Using Office Fee Schedule



# FEE SCHEDULE

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CODE	DESCRIPTION	FEE 1	LAB EXPENSE	MATERIAL
D2642	Onlay-porcel/ceram-2 surface	799.00	0.00	0.00
D2643	Onlay-porcel/ceram-3 surface	921.00	0.00	0.00
D2644	Onlay-porcel/ceram-4 + surface	921.00	0.00	0.00
D2650	Inlay-resin composite-1 surface	371.00	0.00	0.00
D2651	Inlay-resin composite-2 surface	399.00	0.00	0.00
D2652	Inlay-resin composite-3+surface	463.00	0.00	0.00
D2662	Onlay-resin composite-1 surface	405.00	0.00	0.00
D2663	Onlay-resin composite-2 surface	407.00	0.00	0.00
D2664	Onlay-resin composite-3+surface	424.00	0.00	0.00
D2710	Indirect Resin-Based Crown	677.00	0.00	0.00
D2712	Crown-3/4 resin comp(indirect)	677.00	0.00	0.00
D2720	Crown-resin w/high noble metal	984.00	0.00	0.00
D2721	Crown-resin w/ most base metal	921.00	0.00	0.00
D2722	Crown-resin with noble metal	949.00	0.00	0.00
D2740	Crown-porcelain/ceramic substr	1265.00	0.00	0.00
D2750	Crown-porc fuse high noble mtl	1265.00	0.00	0.00
D2751	Crown-porc fused to base metal	1108.00	0.00	0.00
D2752	Crown-porc fused noble metal	1170.00	0.00	0.00
D2753	Crown-porc fused to titanium	761.00	0.00	0.00
D2780	Crown-3/4 cast high noble metal	1170.00	0.00	0.00
D2781	Crown-3/4 cast most base metal	1108.00	0.00	0.00
D2782	Crown-3/4 cast noble metal	1170.00	0.00	0.00
D2783	Crown-3/4 porcelain/ceramic	1170.00	0.00	0.00
D2790	Crown-full cast high noble mtl	1290.00	0.00	0.00
D2791	Crown-full cast base metal	1108.00	0.00	0.00
D2792	Crown-full cast noble metal	1228.00	0.00	0.00
D2794	Crown-titanium	1170.00	0.00	0.00
D2799	Provisional crown	309.00	0.00	0.00
D2810	Crown-3/4 cast metallic	630.00	0.00	0.00
D2910	Recement/bnd inlay/onlay/vr/prt	116.00	0.00	0.00
D2915	Recmnt/bnd Ind/prefab post/core	116.00	0.00	0.00
D2920	Re-cement or re-bond crown	116.00	0.00	0.00
D2921	Reattach Th Fragment, incisal	103.00	0.00	0.00
D2928	Prefab Porcelain/C Crown-Perm	149.00	0.00	0.00
D2929	Prefab Porcelain/C Crown-Prim	353.00	0.00	0.00
D2930	Prefab stain steel crn-primary	414.00	0.00	0.00
D2931	Prefab stain steel crown-perm	430.00	0.00	0.00
D2932	Prefabricated resin crown	430.00	0.00	0.00
D2933	Prefab stl crown w/resin window	490.00	0.00	0.00
D2934	Prefb esth ctd stnl stl crn-prm	490.00	0.00	0.00
D2940	Protective Restoration	105.00	0.00	0.00
D2941	Interim Therapeutic Rest - Prim	46.00	0.00	0.00
D2949	Foundation for Indirect Rest	0.00	0.00	0.00
D2950	Core buildup, include any pins	255.00	0.00	0.00
D2951	Pin retention-/tooth, (+ rest)	94.00	0.00	0.00
D2952	Post/core in add to crown, fabr	385.00	0.00	0.00
D2953	Each add'l fabr post-same tooth	121.00	0.00	0.00
D2954	Prefab post/core in add to crn	320.00	0.00	0.00
D2955	Post removal (not with endo)	165.00	0.00	0.00
D2957	Each + prefab post-same tooth	126.00	0.00	0.00
D2960	Labial veneer(laminate)-chairsd	320.00	0.00	0.00
D2961	Labial veneer (resin lamin)-lab	866.00	0.00	0.00
D2962	Labial veneer (porceln lam)-lab	1102.00	0.00	0.00
D2970	Temporary crown (fractured th)	226.00	0.00	0.00
D2971	Add'l prc-new crn undr exs dent	100.00	0.00	0.00
D2980	Crown Repair, Material Failure	94.00	0.00	0.00
D3110	Pulp cap-direct, (ex rest)	68.00	0.00	0.00
D3120	Pulp cap-indirect, (ex rest)	58.00	0.00	0.00
D3220	Therapeutic pulpotomy-pulp remv	184.00	0.00	0.00
D3221	Pulpal debridemnt-prim/perm th	154.00	0.00	0.00
D3222	Partial pulpotomy apexogen	121.00	0.00	0.00
D3230	Pulpal therapy-anterior,primary	185.00	0.00	0.00

\*Using Office Fee Schedule



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CODE	DESCRIPTION	FEE 1	LAB EXPENSE	MATERIAL
D3240	Pulpal therapy-posterior, prim	185.00	0.00	0.00
D3310	Endodontic therapy - anterior	795.00	0.00	0.00
D3320	Endodontic therapy - bicuspid	940.00	0.00	0.00
D3330	Endodontic therapy - molar	1120.00	0.00	0.00
D3331	Treatmnt of root canal obstruct	168.00	0.00	0.00
D3333	Int root repair of perf defects	371.00	0.00	0.00
D3346	Retreat, prev RCT - anterior	1000.00	0.00	0.00
D3347	Retreat, prev RCT - bicuspid	1115.00	0.00	0.00
D3348	Retreat, prev RCT - molar	1375.00	0.00	0.00
D3350	Apex/Recalc per trtmt visit	89.00	0.00	0.00
D3351	Apexification/recalcif, initial	371.00	0.00	0.00
D3352	Apexification/recalcif, interim	430.00	0.00	0.00
D3353	Apexification/recalcif, final	987.00	0.00	0.00
D3354	Pulpal Regeneration	0.00	0.00	0.00
D3355	Pulpal Regeneration - 1st visit	0.00	0.00	0.00
D3356	Pulpal Rgn - interim med Replc	0.00	0.00	0.00
D3357	Pulpal Regen - completion	0.00	0.00	0.00
D3410	Apicoectomy/Periradic surg-ant	485.00	0.00	0.00
D3421	Apicoect/Perirad-bicus/1st root	551.00	0.00	0.00
D3425	Apicoect/Perirad-molar/1st root	617.00	0.00	0.00
D3426	Apicoect/Perirad (each + root)	253.00	0.00	0.00
D3427	Periradicular surg-no apicoect	0.00	0.00	0.00
D3428	Bone Graft w/Perirdc Srg 1 Site	0.00	0.00	0.00
D3429	Bn Graft w/Berirdc Srg each add	0.00	0.00	0.00
D3430	Retrograde filling-per root	253.00	0.00	0.00
D3431	Bio Mtrl to aid Reg w/Prdc Srg	0.00	0.00	0.00
D3432	Guided TissRgn PerSite w/PrdSrg	0.00	0.00	0.00
D3450	Root amputation-per root	463.00	0.00	0.00
D3460	Endodontic endosseous implant	596.00	0.00	0.00
D3470	Intentional replant, inc splint	156.00	0.00	0.00
D3471	Surg rep, root resorption-anter	112.00	0.00	0.00
D3472	Surg rep, root resorption-premo	112.00	0.00	0.00
D3473	Surg rep, root resorption-molar	112.00	0.00	0.00
D3501	Surg exposure, rt surf-anterior	112.00	0.00	0.00
D3502	Surg exposure, rt surf-premolar	112.00	0.00	0.00
D3503	Surg exposure, rt surf-molar	112.00	0.00	0.00
D3910	Surg isolation of th w/rub dam	42.00	0.00	0.00
D3920	Hemisection, no root can ther	268.00	0.00	0.00
D3960	Bleaching of discolored tooth	105.00	0.00	0.00
D3962	Whitening Per Arch	158.00	0.00	0.00
D4210	Gingivectomy-4+ per quadrant	612.00	0.00	0.00
D4211	Gingivectomy-1-3 per quadrant	677.00	0.00	0.00
D4212	Gingivectomy-Access/Restoration	239.00	0.00	0.00
D4220	Gingiv curettage,surgical /quad	189.00	0.00	0.00
D4230	Anatomical crwn exp,4+teeth/qu	491.00	0.00	0.00
D4231	Anatomical crwn exp,1-3 th/quad	237.00	0.00	0.00
D4240	Ging flap,root pln, 4+ per quad	706.00	0.00	0.00
D4241	Ging flap rt pln 1-3 per quad	706.00	0.00	0.00
D4245	Apically positioned flap	303.00	0.00	0.00
D4249	Clinic crown lengthen-hard tiss	491.00	0.00	0.00
D4260	Osseous surgery- 4+ per quad	582.00	0.00	0.00
D4261	Osseous surgery- 1-3 per quad	582.00	0.00	0.00
D4263	Bone replace graft-1st site/qu	385.00	0.00	0.00
D4264	Bone replace graft-each add/qu	165.00	0.00	0.00
D4265	Bio mat, sft&osseous tiss regen	354.00	0.00	0.00
D4266	Guided tiss regen-resorb-per	429.00	0.00	0.00
D4267	Guided tiss regen-nonresorb-per	612.00	0.00	0.00
D4270	Pedicle soft tissue graft proc	463.00	0.00	0.00
D4271	Free soft tissue graft proced	210.00	0.00	0.00
D4273	Autgen con tiss graft, 1st th	463.00	0.00	0.00
D4274	Mesial/distal wedge procedure	265.00	0.00	0.00
D4275	NonAutgen con tis grft, 1st th	686.00	0.00	0.00

\*Using Office Fee Schedule



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CODE	DESCRIPTION	FEE 1	LAB EXPENSE	MATERIAL
D4276	Combined graft, per tooth	294.00	0.00	0.00
D4277	Free Soft Tiss Graft, 1st Tooth	248.00	0.00	0.00
D4278	Free Soft Tiss Graft, Each Add	185.00	0.00	0.00
D4283	Autgen con tiss graft, Each Add	178.00	0.00	0.00
D4285	Non-autgen con tis grft, Ea Add	410.00	0.00	0.00
D4320	Provisional splinting-intracor	491.00	0.00	0.00
D4321	Provisional splinting-extracor	550.00	0.00	0.00
D4341	Perio scale/root pln-4+per quad	315.00	0.00	0.00
D4342	Perio scale/root pln-1-3th,quad	224.00	0.00	0.00
D4346	Scale,gingival inflam-full mth	75.00	0.00	0.00
D4355	Full mouth debridemnt,eval/diag	134.00	0.00	0.00
D4381	Local deliv antimicrb ag-th B/R	93.00	0.00	0.00
D4910	Periodontal maintenance	154.00	0.00	0.00
D4921	Gingival Irigation - Per Quad	0.00	0.00	0.00
D5110	Complete denture - maxillary	1550.00	0.00	0.00
D5120	Complete denture - mandibular	1550.00	0.00	0.00
D5130	Immediate denture - maxillary	1765.00	0.00	0.00
D5140	Immediate denture - mandibular	1765.00	0.00	0.00
D5211	Maxillary partial - resin base	1550.00	0.00	0.00
D5212	Mandibular partial - resin base	1550.00	0.00	0.00
D5213	Maxil partl-cast metal w/resin	2116.00	0.00	0.00
D5214	Mand partl-cast metal w/resin	2116.00	0.00	0.00
D5221	Immed maxil partl dent w/resin	1522.00	0.00	0.00
D5222	Immed mand partl dent w/resin	1522.00	0.00	0.00
D5223	Imd Max part-cast metl w/resin	2116.00	0.00	0.00
D5224	Imd Mand part-cast metl w/resin	2116.00	0.00	0.00
D5225	Maxillary partial-flexible base	1780.00	0.00	0.00
D5226	Mandibul partial-flexible base	1780.00	0.00	0.00
D5281	Removable unilat part denture	1003.00	0.00	0.00
D5282	Remov unilat part denture-maxil	953.00	0.00	0.00
D5283	Remov unilat part denture-mand	953.00	0.00	0.00
D5284	Remov unil part dentr-flex-quad	446.00	0.00	0.00
D5286	Remov unil part dent-resin-quad	446.00	0.00	0.00
D5410	Adjust complete denture-maxil	88.00	0.00	0.00
D5411	Adjust complete denture-mand	88.00	0.00	0.00
D5421	Adjust partial denture-maxil	88.00	0.00	0.00
D5422	Adjust partial denture-mand	88.00	0.00	0.00
D5510	Repair complete denture base	194.00	0.00	0.00
D5511	Repair comp denture base-mand	215.00	0.00	0.00
D5512	Repair comp denture base- max	215.00	0.00	0.00
D5520	Replace teeth-comp dent (ea th)	68.00	0.00	0.00
D5610	Repair resin denture base	184.00	0.00	0.00
D5611	Repair res part dent base, mand	215.00	0.00	0.00
D5612	Repair res part dent base, max	215.00	0.00	0.00
D5620	Repair cast framework	226.00	0.00	0.00
D5621	Repair cast partial frmwk, mand	247.00	0.00	0.00
D5622	Repair cast partial frmwk, max	247.00	0.00	0.00
D5630	Rpr or rplice brkn clasp, per th	330.00	0.00	0.00
D5640	Replace broken teeth-per tooth	195.00	0.00	0.00
D5650	Add tooth to exist part denture	225.00	0.00	0.00
D5660	Add clasp, exst prt dent per th	313.00	0.00	0.00
D5670	Replace all th & acrylic-maxil	940.00	0.00	0.00
D5671	Replace all th & acrylic-mand	987.00	0.00	0.00
D5710	Rebase complete maxil denture	562.00	0.00	0.00
D5711	Rebase complete mand denture	562.00	0.00	0.00
D5720	Rebase maxil partial denture	562.00	0.00	0.00
D5721	Rebase mand partial denture	562.00	0.00	0.00
D5730	Reline complete maxil-chairside	331.00	0.00	0.00
D5731	Reline complete mand-chairside	331.00	0.00	0.00
D5740	Reline maxil partial-chairside	331.00	0.00	0.00
D5741	Reline mand partial-chairside	331.00	0.00	0.00
D5750	Reline Complete Maxil (lab)	490.00	0.00	0.00

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CODE	DESCRIPTION	FEE 1	LAB EXPENSE	MATERIAL
D5751	Reline complete mand (lab)	490.00	0.00	0.00
D5760	Reline maxillary partial (lab)	490.00	0.00	0.00
D5761	Reline mandibular partial (lab)	490.00	0.00	0.00
D5810	Interim comp denture (maxil)	790.00	0.00	0.00
D5811	Interim comp denture (mand)	790.00	0.00	0.00
D5820	Interim partial denture (maxil)	750.00	0.00	0.00
D5821	Interim partial denture (mand)	750.00	0.00	0.00
D5850	Tissue condition, maxillary	156.00	0.00	0.00
D5851	Tissue condition, mandibular	156.00	0.00	0.00
D5862	Precision attachment, B/R	496.00	0.00	0.00
D5863	Overdenture - Complete Max	2216.00	0.00	0.00
D5864	Overdenture - Partial Max	2216.00	0.00	0.00
D5865	Overdenture - Complete Mand	2216.00	0.00	0.00
D5866	Overdenture - Partial Mand	2216.00	0.00	0.00
D5867	Replcmt prec attachmt-part/full	460.00	0.00	0.00
D5875	Mod of remvble prosth-post surg	491.00	0.00	0.00
D5992	Adj Max'facial Prosth, Report	0.00	0.00	0.00
D5993	Maint Max'facial Prosth, Report	0.00	0.00	0.00
D5995	Perio med carrier,seal,lab-max	835.00	0.00	0.00
D5996	Perio med carrier,seal,lab-mnd	835.00	0.00	0.00
D6010	Surg place implant: endosteal	2520.00	0.00	0.00
D6011	Second stage implant surgery	0.00	0.00	0.00
D6012	Plcmnt of intrm impl: endosteal	1117.00	0.00	0.00
D6013	Placement of mini implant	1480.00	0.00	0.00
D6030	Endosseous Implant	0.00	0.00	0.00
D6040	Surgic place: eposteal implant	1069.00	0.00	0.00
D6050	Surg place: transosteal implant	551.00	0.00	0.00
D6051	Interim Abutment	0.00	0.00	0.00
D6052	Semi-precision attachmt abutment	682.00	0.00	0.00
D6053	Imp/abut remov,comp edent arch	2452.00	0.00	0.00
D6054	Imp/abut remov,part edent arch	2557.00	0.00	0.00
D6055	Dent implant sup connecting bar	3155.00	0.00	0.00
D6056	Prefab abutment-incl placement	525.00	0.00	0.00
D6057	Custom abutment-incl placement	1102.00	0.00	0.00
D6058	Abutment supported porc/cer crn	1838.00	0.00	0.00
D6059	Abtmt supp porc fused to hi-nob	1213.00	0.00	0.00
D6060	Abtmt supp porc fused-base mtl	1213.00	0.00	0.00
D6061	Abtmt supp porc fused-mtl crown	1213.00	0.00	0.00
D6062	Abtmt supp cast mtl crown-hinob	1794.00	0.00	0.00
D6063	Abtmt supp cast mtl crown-base	1075.00	0.00	0.00
D6064	Abtmt supp cast mtl crown-noble	1794.00	0.00	0.00
D6065	Implant supp porc/cer crown	1880.00	0.00	0.00
D6066	Implant supp porc fused mtl crn	1838.00	0.00	0.00
D6067	Implant supported metal crown	1838.00	0.00	0.00
D6068	Abtmt supp ret for porc/cer FPD	1838.00	0.00	0.00
D6069	Abut sup ret-porc fsd mtl FPDhn	1838.00	0.00	0.00
D6070	Abut sup ret-porc fsd mtl FPDbrn	1838.00	0.00	0.00
D6071	Abut sup ret-porc fsd mtl FPDno	1838.00	0.00	0.00
D6072	Abut sup ret-cast mtl FPD-hinob	1838.00	0.00	0.00
D6073	Abut sup ret-cast mtl FPD-base	1838.00	0.00	0.00
D6074	Abut sup ret-cast mtl FPD-noble	1838.00	0.00	0.00
D6075	Implant supp ret-ceramic FPD	1838.00	0.00	0.00
D6076	Implnt supp ret-prc fuse mtlFPD	1838.00	0.00	0.00
D6077	Implant supp ret-cast metal FPD	1838.00	0.00	0.00
D6078	Implnt/abut supp fxd comp edent	3360.00	0.00	0.00
D6079	Implnt/abut supp fxd part edent	3360.00	0.00	0.00
D6080	Implant maintenance procedures	133.00	0.00	0.00
D6081	Scaling/debridement Of Implant	82.00	0.00	0.00
D6082	Implnt sup crn-prc -base alloys	1838.00	0.00	0.00
D6083	Implnt sup crn-prc-noble alloys	1838.00	0.00	0.00
D6084	Implnt sup crn-prc-titanium	1838.00	0.00	0.00
D6086	Implant supp crown-base alloys	1838.00	0.00	0.00



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CODE	DESCRIPTION	FEE 1	LAB EXPENSE	MATERIAL
D6087	Implant supp crown-noble alloys	1838.00	0.00	0.00
D6088	Implant supp crown-titanium	1838.00	0.00	0.00
D6091	Rpl attachmt imp/abt sup prosth	200.00	0.00	0.00
D6092	Recement/bnd imp/abut sup crwn	184.00	0.00	0.00
D6093	Recement/bnd impl/abut sup FPD	184.00	0.00	0.00
D6094	Abutment supp crown - titanium	1129.00	0.00	0.00
D6096	Remove broken implant screw	275.00	0.00	0.00
D6097	Abut sup crown-prc fus-titanium	1838.00	0.00	0.00
D6098	Imp sup retainer-prc fuse-base	1838.00	0.00	0.00
D6099	Imp sup retn,FPD-prc fus-noble	1838.00	0.00	0.00
D6100	Implant removal, by report	262.00	0.00	0.00
D6101	Debride Peri-Implant Defect	487.00	0.00	0.00
D6102	Debride/Oss Peri-Implant Defect	339.00	0.00	0.00
D6103	Bone Graft Rep Peri-Impl Defect	368.00	0.00	0.00
D6104	Bone Graft, Implant Placement	368.00	0.00	0.00
D6110	Imp/abt sup RD - ednt max	3710.00	0.00	0.00
D6111	Imp/abt sup RD - ednt mand	3710.00	0.00	0.00
D6112	Imp/abt sup RD - Part-ednt max	3528.00	0.00	0.00
D6113	Imp/abt sup RD - Part-ednt mand	3528.00	0.00	0.00
D6114	Imp/abt sup FD - ednt max	6500.00	0.00	0.00
D6115	Imp/abt sup FD - ednt mand	6500.00	0.00	0.00
D6116	Imp/abt sup FD - Part-ednt max	4961.00	0.00	0.00
D6117	Imp/abt sup FD - Part-ednt mand	4961.00	0.00	0.00
D6118	Imp/abu sup int FD denture-mand	1654.00	0.00	0.00
D6119	Imp/abu sup int FD denture-max	1654.00	0.00	0.00
D6120	Imp sup ret-prc fuse-titanium	1838.00	0.00	0.00
D6121	Imp sup ret,metal FPD-base	1171.00	0.00	0.00
D6122	Imp sup ret,metal FPD-noble	1213.00	0.00	0.00
D6123	Imp sup ret,metal FPD-titanium	1838.00	0.00	0.00
D6190	Radiograph/surg impl index B/R	360.00	0.00	0.00
D6191	Place semi-precision abutment	354.00	0.00	0.00
D6192	Place semi-precision attachment	354.00	0.00	0.00
D6194	Abut sup ret-crwn for FPD-titan	1838.00	0.00	0.00
D6195	Abut sup ret-prc fus-titanium	1575.00	0.00	0.00
D6205	Pontic-indirect res based comp	934.00	0.00	0.00
D6210	Pontic-cast high noble metal	1213.00	0.00	0.00
D6211	Pontic-cast predominantly base	1166.00	0.00	0.00
D6212	Pontic-cast noble metal	1171.00	0.00	0.00
D6214	Pontic-titanium	1223.00	0.00	0.00
D6240	Pontic-porcelain fused to hnob	1213.00	0.00	0.00
D6241	Pontic-porcelain fused to base	1166.00	0.00	0.00
D6242	Pontic-porcelain fused to nobl	1166.00	0.00	0.00
D6243	Pontic-porcelain fused-titanium	1838.00	0.00	0.00
D6245	Pontic-porcelain/ceramic	1275.00	0.00	0.00
D6250	Pontic-resin w/ high noble met	1055.00	0.00	0.00
D6251	Pontic-resin w/ predomnt base	1055.00	0.00	0.00
D6252	Pontic-resin with noble metal	1055.00	0.00	0.00
D6253	Provisional pontic	496.00	0.00	0.00
D6254	Interim Pontic	1069.00	0.00	0.00
D6520	Inlay-metallic-two surfaces	472.00	0.00	0.00
D6530	Inlay-metallic-three+ surfaces	472.00	0.00	0.00
D6540	Onlay-metallic per tooth +inlay	525.00	0.00	0.00
D6545	Retainer-cast for resin bonded	1069.00	0.00	0.00
D6548	Ret-porc/cer-resin bnd fxd pros	1069.00	0.00	0.00
D6549	Ret-res - Res bnd fxd pros	307.00	0.00	0.00
D6600	Inlay-porcelain/ceramic, 2 surf	1069.00	0.00	0.00
D6601	Inlay-porcelain/ceramic, 3+surf	1069.00	0.00	0.00
D6602	Inlay-cast high noble met,2surf	1069.00	0.00	0.00
D6603	Inlay-cast high nob met, 3+surf	1069.00	0.00	0.00
D6604	Inlay-cast predomnt base, 2surf	804.00	0.00	0.00
D6605	Inlay-cast predomnt base,3+surf	859.00	0.00	0.00
D6606	Inlay-cast noble metal, 2 surf	859.00	0.00	0.00



# FEE SCHEDULE

Ronald L. Clark, D.D.S.

Date: 05/12/2025

Page: 8

CODE	DESCRIPTION	FEE 1	LAB EXPENSE	MATERIAL
D6607	Inlay-cast noble metal, 3+ surf	859.00	0.00	0.00
D6608	Onlay-porcelain/ceramic, 2 surf	1166.00	0.00	0.00
D6609	Onlay-porcelain/ceramic, 3+surf	1166.00	0.00	0.00
D6610	Onlay-cast high noble met,2surf	1069.00	0.00	0.00
D6611	Onlay-cast high nob met, 3+surf	1069.00	0.00	0.00
D6612	Onlay-cast predomnt base, 2surf	985.00	0.00	0.00
D6613	Onlay-cast predomnt base,3+surf	921.00	0.00	0.00
D6614	Onlay-cast noble metal, 2 surf	985.00	0.00	0.00
D6615	Onlay-cast noble metal, 3+ surf	1067.00	0.00	0.00
D6624	Inlay-titanium	985.00	0.00	0.00
D6634	Onlay-titanium	988.00	0.00	0.00
D6710	Crown-indirect resin composite	894.00	0.00	0.00
D6720	Crown-resin w/high noble metal	945.00	0.00	0.00
D6721	Crown-resin w/predom base metal	976.00	0.00	0.00
D6722	Crown-resin with noble metal	931.00	0.00	0.00
D6740	Crown-porcelain/ceramic	1275.00	0.00	0.00
D6750	Crown-porcelain fused-hi noble	1213.00	0.00	0.00
D6751	Crown-porcelain fused-base mtl	1069.00	0.00	0.00
D6752	Crown-porcelain fused-noble mtl	1281.00	0.00	0.00
D6753	Crown-porcelain fused-titanium	757.00	0.00	0.00
D6780	Crown-3/4 cast high noble metal	1097.00	0.00	0.00
D6781	Crown-3/4 cast most base metal	1055.00	0.00	0.00
D6782	Crown-3/4 cast noble metal	1281.00	0.00	0.00
D6783	Crown-3/4 porcelain/ceramic	1281.00	0.00	0.00
D6784	Crown-3/4 titanium & tm alloys	772.00	0.00	0.00
D6790	Retainer crn-full cast hi nob	1213.00	0.00	0.00
D6791	Retainer crn-full cast base	1069.00	0.00	0.00
D6792	Retainer crn-full cast nob met	1281.00	0.00	0.00
D6793	Provisional retainer crown	198.00	0.00	0.00
D6794	Retainer crown-titanium	1228.00	0.00	0.00
D6795	Interim Retainer Crown	0.00	0.00	0.00
D6920	Connector bar	3155.00	0.00	0.00
D6930	Recement/bnd fxd part denture	160.00	0.00	0.00
D6940	Stress breaker	181.00	0.00	0.00
D6950	Precision attachment	284.00	0.00	0.00
D6970	Cast post/core, + brdg retainer	310.00	0.00	0.00
D6971	Cast post/part of brdg retainer	240.00	0.00	0.00
D6972	Prefab post/core+ brdg retainer	315.00	0.00	0.00
D6973	Core buildup for retain,inc pin	210.00	0.00	0.00
D6975	Coping-metal	436.00	0.00	0.00
D7111	Extraction crnl remnts-decid th	88.00	0.00	0.00
D7120	Extraction-each additional	89.00	0.00	0.00
D7130	Root removal-exposed root	116.00	0.00	0.00
D7140	Extract,erupted th/exposed rt	200.00	0.00	0.00
D7210	Extract, erupted th, Surgical	340.00	0.00	0.00
D7220	Extraction-impacted/soft tis	375.00	0.00	0.00
D7230	Extraction-impacted/part bony	485.00	0.00	0.00
D7240	Extraction-impacted/compl bony	590.00	0.00	0.00
D7241	Remov impact-comp bony w/ comp	724.00	0.00	0.00
D7250	Removal residual tooth roots	429.00	0.00	0.00
D7251	Coronectomy-part tooth removal	466.00	0.00	0.00
D7252	Part extrct immed imp plmnt	0.00	0.00	0.00
D7260	Oroantral fistula closure	370.00	0.00	0.00
D7261	Prim closure sinus perforation	426.00	0.00	0.00
D7270	Reimplantation/stabilization	672.00	0.00	0.00
D7272	Tooth transplantation	672.00	0.00	0.00
D7280	Exposure of an unerupted tooth	370.00	0.00	0.00
D7281	Expos impact/unerupt-aid erupt	210.00	0.00	0.00
D7282	Mobiliz erupt/malpos th-erupt	370.00	0.00	0.00
D7283	Device for impacted tooth	370.00	0.00	0.00
D7285	Incisional biop oral tiss-hard	306.00	0.00	0.00
D7286	Incisional biop oral tiss-soft	306.00	0.00	0.00

\*Using Office Fee Schedule



# FEE SCHEDULE

Ronald L. Clark, D.D.S.

Date: 05/12/2025

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CODE	DESCRIPTION	FEE 1	LAB EXPENSE	MATERIAL
D7288	Brush biopsy-transepith sample	71.00	0.00	0.00
D7290	Surgical reposition of teeth	127.00	0.00	0.00
D7291	T/SC Fiberotomy, B/R	116.00	0.00	0.00
D7292	Plcmt: temp anch scrw plt + Rmv	647.00	0.00	0.00
D7294	Plcmt: temp anch w/o flap + Rmv	1118.00	0.00	0.00
D7296	Corticotomy - 1-3 th, per quad	303.00	0.00	0.00
D7297	Corticotomy - 4+ teeth per quad	303.00	0.00	0.00
D7310	Alveoloplasty w/ext 4+, quad	428.00	0.00	0.00
D7311	Alveoloplasty w/ext 1-3 th/quad	370.00	0.00	0.00
D7320	Alveoloplasty w/o ext 4+, quad	428.00	0.00	0.00
D7321	Alveoloplasty w/o ex 1-3 th/quad	370.00	0.00	0.00
D7340	Vestibuloplasty-ridge ext -2nd	399.00	0.00	0.00
D7350	Vestiplasty-ridge ext (inc)	613.00	0.00	0.00
D7410	Excision benign lesion<=1.25cm	318.00	0.00	0.00
D7411	Excision benign lesion>1.25 cm	491.00	0.00	0.00
D7430	Ex benign tumor-diam <= 1.25cm	131.00	0.00	0.00
D7431	Ex benign tumor-diam > 1.25 cm	315.00	0.00	0.00
D7450	Rem benign odont-diam<=1.25cm	370.00	0.00	0.00
D7451	Rem benign odont-diam>1.25 cm	463.00	0.00	0.00
D7460	Rem benign nonodont-di<=1.25cm	370.00	0.00	0.00
D7461	Rem benign nonodont-diam>1.25cm	353.00	0.00	0.00
D7470	Rem exostosis-maxilla/mandible	262.00	0.00	0.00
D7471	Rem lat exostosis-maxil/mand	614.00	0.00	0.00
D7472	Removal of torus palatinus	859.00	0.00	0.00
D7473	Removal of torus mandibularis	614.00	0.00	0.00
D7485	Reduction of osseous tuberosity	672.00	0.00	0.00
D7510	Incis/drain abscess-intra soft	248.00	0.00	0.00
D7511	Incis/drain abscess-int soft comp	428.00	0.00	0.00
D7520	Incis/drain abscess-extra soft	307.00	0.00	0.00
D7530	Remove foreign body from tissue	307.00	0.00	0.00
D7540	Remove foreign body from bone	238.00	0.00	0.00
D7550	Partial ostect/sequestrectomy	248.00	0.00	0.00
D7560	Maxill sinusotomy-rem foreign	307.00	0.00	0.00
D7610	Maxilla-open red (teeth immob)	613.00	0.00	0.00
D7620	Maxilla-closed red(teeth immob)	412.00	0.00	0.00
D7630	Mandible-open red (teeth immob)	766.00	0.00	0.00
D7640	Mandible-closed red (th immob)	411.00	0.00	0.00
D7670	Alveolus-closed reduction	613.00	0.00	0.00
D7710	Maxilla-open reduction	766.00	0.00	0.00
D7720	Maxilla-closed reduction	491.00	0.00	0.00
D7730	Mandible-open reduction	766.00	0.00	0.00
D7740	Mandible-closed reduction	491.00	0.00	0.00
D7820	Closed reduction of dislocate	62.00	0.00	0.00
D7830	Manipulation under anesthesia	100.00	0.00	0.00
D7880	Occlusal orthotic device, B/R	921.00	0.00	0.00
D7911	Complicated suture-up to 5 cm	262.00	0.00	0.00
D7912	Complicated suture-over 5 cm	368.00	0.00	0.00
D7921	Coll/App Autologous Blood Conc	105.00	0.00	0.00
D7922	Placement of dressing, per site	16.00	0.00	0.00
D7950	Graft of mandible/maxilla B/R	1729.00	0.00	0.00
D7951	Sinus Augmentation w/Bone	2756.00	0.00	0.00
D7952	Sinus Augment, Vertical Approach	1102.00	0.00	0.00
D7953	Bone repl grft ridge prsv/site	420.00	0.00	0.00
D7955	Rep maxillofacial sft/hrd tis	386.00	0.00	0.00
D7960	Frenulectomy-separate procedur	353.00	0.00	0.00
D7961	Frenectomy - buccal/labial	353.00	0.00	0.00
D7962	Frenectomy - lingual	353.00	0.00	0.00
D7963	Frenuloplasty	370.00	0.00	0.00
D7970	Excision, hyperplast tiss-arch	524.00	0.00	0.00
D7971	Excision-pericoronal ging /arch	203.00	0.00	0.00
D7972	Surg reduc, fibrous tuberosity	147.00	0.00	0.00
D7979	Non-surgical sialolithotomy	140.00	0.00	0.00



# FEE SCHEDULE

Ronald L. Clark, D.D.S.

Date: 05/12/2025

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CODE	DESCRIPTION	FEE 1	LAB EXPENSE	MATERIAL
D7980	Sialolithotomy	185.00	0.00	0.00
D7982	Sialodochoplasty	89.00	0.00	0.00
D7983	Closure of salivary fistula	131.00	0.00	0.00
D8010	Limited ortho trt, primary dent	492.00	0.00	0.00
D8020	Limited ortho trt, transitional	492.00	0.00	0.00
D8030	Limited ortho treat, adolescent	3150.00	0.00	0.00
D8040	Limited ortho treat, adult dent	2000.00	0.00	0.00
D8050	Intercep orth trt, primary dent	492.00	0.00	0.00
D8060	Intercep orth trt, transitional	492.00	0.00	0.00
D8070	Comprehensive orth.transitional	3617.00	0.00	0.00
D8090	Comprehensive ortho, adult dent	3617.00	0.00	0.00
D8210	Removable appliance therapy	430.00	0.00	0.00
D8220	Fixed appliance therapy	430.00	0.00	0.00
D8306	Limited Trtmt. (1 arch or-)6mo.	210.00	0.00	0.00
D8312	Limit. Trtmt (1ArchOr-) 12 mo.	189.00	0.00	0.00
D8660	Pre-orthodontic treatment exam	72.00	0.00	0.00
D8671	Period orth trt assoc ortho srg	0.00	0.00	0.00
D8681	Remov ortho retainer adjustment	100.00	0.00	0.00
D8692	Retainer replacemnt-lost/broken	200.00	0.00	0.00
D8693	Recement/bond of fixed retainer	79.00	0.00	0.00
D8698	Recement/bond fxd retainer-maxil	116.00	0.00	0.00
D8699	Recement/bond fxd retainer-mand	116.00	0.00	0.00
D8703	Replace retainer-maxillary	270.00	0.00	0.00
D8704	Replace retainer-mandibular	270.00	0.00	0.00
D9110	Emerg treatment, palliative	168.00	0.00	0.00
D9130	TMJ:non-invasive phys therapies	1.00	0.00	0.00
D9219	Eval for deep sedat/gen anesth	0.00	0.00	0.00
D9220	Deep sedat/gen anesth-1st 30m	140.00	0.00	0.00
D9222	Deep sedat/gen anesth- 1st15min	0.00	0.00	0.00
D9223	Deep sedat/gen anesth-ea15m	0.00	0.00	0.00
D9230	Analgesia-inhal of nitrous oxid	50.00	0.00	0.00
D9248	Non IV conscious sedation	150.00	0.00	0.00
D9310	Consultation (2nd opinion)	0.00	0.00	0.00
D9410	Professional house call	168.00	0.00	0.00
D9430	Office visit for observation	63.00	0.00	0.00
D9440	Office visit-after regular hrs	195.00	0.00	0.00
D9450	Case present,detailed/extens tx	0.00	0.00	0.00
D9610	Therap parenteral drug, 1 dose	158.00	0.00	0.00
D9630	Drugs/medicaments for home use	19.00	0.00	0.00
D9910	Application of desensitize med	44.00	0.00	0.00
D9911	Apply desensitiz' resin, per th	62.00	0.00	0.00
D9930	Treat complications-postsurgic	64.00	0.00	0.00
D9931	Clean/insp of mvbl appliance	0.00	0.00	0.00
D9932	Clean/insp of maxl comp denture	0.00	0.00	0.00
D9933	Clean/insp of mand comp denture	0.00	0.00	0.00
D9934	Clean/insp of maxl part denture	0.00	0.00	0.00
D9935	Clean/insp of mand part denture	0.00	0.00	0.00
D9940	Occlusal guard, by report	388.00	0.00	0.00
D9941	Fabricate athletic mouthguards	163.00	0.00	0.00
D9942	Repair/Reline of occlusal guard	158.00	0.00	0.00
D9944	Occlusal guard- hard, full arch	430.00	0.00	0.00
D9945	Occlusal guard- soft, full arch	175.00	0.00	0.00
D9946	Occlusal guard- hard, part arch	289.00	0.00	0.00
D9951	Occlusal adjustment-limited	158.00	0.00	0.00
D9952	Occlusal adjustment-complete	368.00	0.00	0.00
D9953	Reline custom sleep apnea appl	0.00	0.00	0.00
D9970	Enamel microabrasion	368.00	0.00	0.00
D9971	Odontoplasty 1-2 teeth-rmv enam	80.00	0.00	0.00
D9972	External Bleaching-Office-Arch	158.00	0.00	0.00
D9973	External bleaching-per tooth	168.00	0.00	0.00
D9974	Internal bleaching-per tooth	116.00	0.00	0.00
D9975	External Bleaching-Home-Arch	168.00	0.00	0.00

\*Using Office Fee Schedule



# FEE SCHEDULE

Ronald L. Clark, D.D.S.

Date: 05/12/2025

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CODE	DESCRIPTION	FEE 1	LAB EXPENSE	MATERIAL
D9980	Sterilization Surcharge	0.00	0.00	0.00
D9986	Missed appointment	25.00	0.00	0.00
D9987	Cancelled Appointment	26.00	0.00	0.00
D9999	Unspecified adjunct. proced,B/R	11.00	0.00	0.00
F	Fixodent	37.00	0.00	0.00
H/C	Healing Collar	0.00	0.00	0.00
I	Medical Ins Billed	0.00	0.00	0.00
Laser	Laser	0.00	0.00	0.00
P	PreviDent 5000	13.00	0.00	0.00
15000	Drifting - Mesial	0.00	0.00	0.00
15001	Drifting - Distal	0.00	0.00	0.00
15002	Impacted - Distal	0.00	0.00	0.00
15003	Impacted - Mesial	0.00	0.00	0.00
15004	Bleeding	0.00	0.00	0.00
15005	Abrasion	0.00	0.00	0.00
15006	Periodontal abscess	0.00	0.00	0.00
15007	Calculus	0.00	0.00	0.00
15008	Plaque	0.00	0.00	0.00
15009	Watch Tooth	0.00	0.00	0.00
15011	Hypersensitivity	0.00	0.00	0.00
15012	Recession	0.00	0.00	0.00
15100	Missing tooth, more than a year	0.00	0.00	0.00
15101	Missing tooth	0.00	0.00	0.00
15102	Prem. loss, pri tooth, > a year	0.00	0.00	0.00
15103	Prem. loss, primary tooth	0.00	0.00	0.00
15104	Deep dentinal/cemental caries	0.00	0.00	0.00
15105	Caries Check	0.00	0.00	0.00
15106	Incipient Caries	0.00	0.00	0.00
15107	Recurring caries/surface restor	0.00	0.00	0.00
15108	Restoration,poor marg.integrity	0.00	0.00	0.00
15109	Fractured restoration	0.00	0.00	0.00
15110	Fractured th, needs restoration	0.00	0.00	0.00
15111	Non-functional tooth	0.00	0.00	0.00
15112	Open contact - Mesial	0.00	0.00	0.00
15113	Open contact - Distal	0.00	0.00	0.00
15114	Unerrupted tooth	0.00	0.00	0.00
15115	Periapical abcess	0.00	0.00	0.00
15116	Implant	0.00	0.00	0.00
20999	Orthopedic splint (orthotic)	0.00	0.00	0.00
209999	Mandibular kinesiograph record	0.00	0.00	0.00
21212	Whitening Gel	25.00	0.00	0.00
21213	Opalescence Go Whitening	85.00	0.00	0.00
22222	Opalescence Tooth Paste	8.00	0.00	0.00
22223	Gloves/Masks	16.00	0.00	0.00
22224	Peridex-mouth rinse	16.00	0.00	0.00
22225	Oral-B Hummingbird	6.00	0.00	0.00
22226	Hummingbird Flossers	4.00	0.00	0.00
22227	Hummingbird Picks	4.00	0.00	0.00
64550	Transcutan. electric. stimulat.	0.00	0.00	0.00
80001	AED-Spare Denture	100.00	0.00	0.00
90620	Exam and consultation	0.00	0.00	0.00
95831	Muscle testing	0.00	0.00	0.00
95868	Electromyography	105.00	0.00	0.00
97700	Adjust orthotic/splint	0.00	0.00	0.00
99990	Failed Appointment Fee	26.00	0.00	0.00
99999	Don't Use	0.00	0.00	0.00

# COUNTY OF TEHAMA

Office of  
**Sean Houghtby**  
**County Clerk and Recorder**  
P.O. Box 250  
Courthouse  
633 Washington Street  
Red Bluff, California 96080



*Tehama County Courthouse*

TELEPHONE (Area Code 530)

Clerk & Recorder 527-3350  
Elections 527-8190  
Clerk of the Board  
of Supervisors 527-3287

FAX 527-1745

WEB: [www.tehama.gov](http://www.tehama.gov)

Date: May 12, 2025

## OFFICE OF THE CLERK OF THE BOARD OF SUPERVISORS

FROM THE DESK OF: SEAN HOUGHTBY

TO: Jennifer Crane

RE: Return of Signature Page(s)

Please return **(1) fully-executed copy of the signature pages** referenced and attached to this memo.

### **30. SHERIFF'S OFFICE - Sheriff Dave Kain**

**25-0696**

a) AGREEMENT - Approval and authorization for the Chair and the Sheriff to sign Amendment No. 3 with Ronald L. Clark, DDS (Misc. Agree. #2023-302, amended by Misc. Agree. #2024-231 and Misc. Agree. #2025-026), thereby removing the insurance requirements below from Standard Agreement Exhibit A Insurance Requirements for Contractor.

Enactment No: MISC. AGR 2025-115

If you have any questions, please contact this office at (530) 527-3287.

PLEASE RETURN TO: CLERK OF THE BOARD  
P.O. BOX 250  
RED BLUFF, CA 96080

**OR**

THROUGH INTER-OFFICE MAIL - AUDITOR'S OFFICE



**AMENDMENT NO. 3  
TO THE AGREEMENT BETWEEN THE COUNTY OF TEHAMA  
AND RONALD L. CLARK, DDS**

This Amendment to the Agreement Number 2023-302, dated September 19th, 2023 and most recently amended for the 2nd time by Agreement 2024-231, dated July 26th, 2024 (hereinafter the Agreement and subsequent 2 amendments shall be referred to collectively as the "Original Agreement"), by and between the County of Tehama, (County) and Ronald L. Clark, DDS (Contractor) for the purpose of dental and medical services to inmates of the Tehama County Jail shall be amended as follows:

EXHIBIT A to the Original Agreement is replaced in its entirety with a new Exhibit A attached hereto

This Amendment No. 3, together with the Original Agreement, constitutes the entire agreement of the parties and supersedes all previous agreements, writings and oral statements. In the event of any inconsistency or conflict between this Amendment and the Original Agreement, the provisions of this Amendment shall prevail over those of the Agreement and all Attachments to the Agreement. In the event of any inconsistency or conflict between the provisions of the main body of this Amendment and any exhibit to this Amendment, the main body of the Amendment shall prevail. This Amendment and the Agreement may not be further modified except in a writing signed by both parties.

All other terms of the Original Agreement remain in full force and effect.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below:

**Ronald L. Clark, DDS.**

Date: 04/03/25

By   
Ronald L. Clark, DDS

**COUNTY OF TEHAMA**

Date: 5/13/25

By   
Sheriff-Coroner Dave Kain

Date: APR 29 2025

By   
Chairman, Tehama County Board of Supervisors

100382  
Vendor Number

2-321-04-532396  
Budget Account 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.

#### 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:

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, 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.

#### Coverage Cancellation

Except for the insurance policies for General Commercial Liability and for Workers Compensation, 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 County.” The insurance policies for General Commercial Liability and for Workers Compensation shall be endorsed to state that “coverage shall not be reduced or canceled without 10 days’ prior written notice certain to 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 County. 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 “County of Tehama, 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 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.

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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/8/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Dolling Insurance Agency 804 Main Street  Red Bluff CA 96080		<b>CONTACT NAME:</b> Travis Dolling <b>PHONE (A/C, No, Ext):</b> (530) 527-1616 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> travis@dollinginsurance.com																						
<b>INSURED</b> Ronald L. Clark DDS Po Box 969  Red Bluff CA 96080		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>SENTINEL INS CO LTD</td><td>11000</td></tr><tr><td>INSURER B:</td><td>MARKEL INS CO</td><td>38970F</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	SENTINEL INS CO LTD	11000	INSURER B:	MARKEL INS CO	38970F	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER:		57SBABK4HIN2	04/05/2025	04/05/2026	EACH OCCURRENCE \$ 2,000,000	
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000					
		MED EXP (Any one person) \$ 10,000					
		PERSONAL & ADV INJURY \$ 2,000,000					
					GENERAL AGGREGATE \$ 4,000,000		
						PRODUCTS - COMP/OP AGG \$ 4,000,000	
						\$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$	
						BODILY INJURY (Per person) \$	
						BODILY INJURY (Per accident) \$	
						PROPERTY DAMAGE (Per accident) \$	
						\$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$	
						AGGREGATE \$	
						\$	
						\$	
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	MWC0236575-01	04/01/2025	04/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

County of Tehama

Po Box 250

Red Bluff CA 96080

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Travis Dolling

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**Certificate of Insurance  
Professional and Dental  
Business Liability Policy**

**The Dentists Insurance Company**  
1201 K Street, 14th Floor, Sacramento, CA 95814



1518 000113 R TDIC512024

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the Coverage afforded by the policies listed below.

**Named Insured**

Ronald L. Clark, DDS  
727 Washington St  
Red Bluff, CA 96080-3322

**Policy**

Policy Number	8015444301
Retroactive Date	07/01/1993
Endorsement Effective Date	07/01/2024
Policy Period Expiration Date	07/01/2025

This is to certify that the Coverages listed below have been issued to the insured herein and are in force during the **policy period** shown. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the Coverage afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. The Coverage afforded by the policies identified below is governed by the terms and provisions of the Policy Forms and Endorsements listed on the Declarations Insert to the policies and not by any information that appears on this Certificate of Insurance. The certificate holder should review all such Policy Forms and Endorsements in order to determine the Coverage afforded by the policies identified in this certificate.

**Certificate Holder**

COUNTY OF TEHAMA  
PO BOX 250  
RED BLUFF, CA 96080

**Limits of Liability**

Professional Liability - Claims-Made Form	\$1,000,000	Each claim
Dental Business Liability - Occurrence Form	\$1,000,000	Each occurrence
	\$3,000,000	Aggregate Limit for All Claims Under Coverages A & B combined

**Cancellation**

If any of the policies described above are canceled before the expiration date thereof, the Dentists Insurance Company will endeavor to mail ten (10) days written notice to the certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company.

04/29/2024

Date issued

Robert F. Spinelli  
Chief Executive Officer

**E-Contract Review**  
**Approval as to Form**

Department Name: Tehama County Sheriff's Office

Vendor Name: Dr. Ronald Clark, DDS.

Document Description: Amendment #3 to Agreement for Dental Services for inmates

APPROVED AS TO FORM:



Office of the Tehama County Counsel

Daniel B. Klausner, Senior Deputy County Counsel

Date: 4/2/25



## Tehama County

### Minutes Certification

**File Number: 25-0696**

**Enactment Number: MISC. AGR 2025-115**

**30. SHERIFF'S OFFICE - Sheriff Dave Kain 25-0696**

a) AGREEMENT - Approval and authorization for the Chair and the Sheriff to sign Amendment No. 3 with Ronald L. Clark, DDS (Misc. Agree. #2023-302, amended by Misc. Agree. #2024-231 and Misc. Agree. #2025-026), thereby removing the insurance requirements below from Standard Agreement Exhibit A Insurance Requirements for Contractor.

Sheriff Dave Kain discussed the liability concerns with the insurance and introduced Dr. Ronald L. Clark to discuss malpractice insurance.

In response to Supervisor Jones, Dr. Clark confirmed the Probation department is also contracted with them.

In response to Chairman Hansen, Dr. Clark stated the County of Tehama is insured.

In response to Supervisor Walker, Dr. Clark explained the business liability policy and voluntary treatment of patients.

Discussion took place about payment, new evident software, and the dental insurance requirements.

Motion made by Supervisor Burroughs to approve the agreement, seconded by Supervisor Nolen.

County Counsel Margaret Long discussed the requested change of the agreement and requested an amended motion to be made to keep the County as an additional insured, to waive the auto insurance based, and Dr. Clark would be listed as primary.

Amended motion made by Supervisor Burroughs to waive the existing agreement to have the County listed as additional insured, to waive the auto insurance and for Dr. Clark to be listed as the primary, seconded by Supervisor Nolen.

Sharon Novak commented in favor of this agreement for Dr. Clark to get paid.

In response to Supervisor Walker, Mrs. Long confirmed this amendment would not increase the time of the contract, and will expire at the end of the year.

**RESULT:** APPROVE  
**MOVER:** Rob Burroughs  
**SECONDER:** Pati Nolen

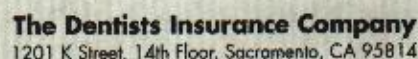
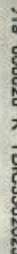
**AYES:** Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice  
Chair Nolen, and Chairperson Hansen  
Enactment No: MISC. AGR 2025-115

I, SEAN HOUGHTBY, County Clerk and ex-officio Clerk of the Board of Supervisors of  
the County of Tehama, State of California, hereby certify the above and foregoing to be  
a full, true and correct copy of an order adopted by said Board of Supervisors on  
4/29/2025.

Attest:   
Deputy

**May 12, 2025**  
**Date Certified**





In consideration of the required premium, this policy is effective for the **policy period** beginning and ending at 12:01 a.m. at the insured address below and subject to the Limit of Liability for each Coverage stated below and subject to all provisions of the Policy Form, all Endorsements, and **your application**. This Declarations Insert attaches to and becomes part of Policy Form PBL2200-0115AS.

Named Insured	Class Description
Ronald L. Clark, DDS 727 Washington St Red Bluff, CA 96080-3322	11 General Dentist utilizing local, nitrous oxide or oral conscious sedation.

Limits of Liability		Coverage	Retroactive Date
Each Claim	\$1,000,000	Coverage A - Dentists Professional Liability Claims Made Form	07/01/1993
Each Occurrence	\$1,000,000	Coverage B - Dentists Business Liability Occurrence Form	Not Applicable
Aggregate Limit for All Claims Under Coverages A & B combined	\$3,000,000		
Aggregate	\$100,000	Coverage C - Dental Employment Benefits Liability Claims Made Form	07/01/1993
Aggregate Defense Costs Reduce Limits	Not Applicable	Coverage D - Dental Employment Practices Liability (optional) Claims Made Form - 20% co-payment	Not Applicable
Aggregate	\$60,000	Coverage E - Dental Medical Waste Legal Defense Occurrence Form - 20% co-payment	Not Applicable
Aggregate	\$100,000	Coverage F - Regulatory Authority Legal Defense Costs Claims Made Form	07/01/1993

Total:	\$1,868.00
--------	------------

PBL2026-0524AS	PBL2122-0524AS	PBL2044-0524AS	PBL2500-0524CA	PBL2010-0524AS
PBL2527-0524AS	PBL2560-0524AS	PBL2565-0524AS	PBL2900-0524AS	





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/8/2025

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<b>PRODUCER</b> Dolling Insurance Agency 804 Main Street  Red Bluff CA 96080		<b>CONTACT NAME:</b> Travis Dolling <b>PHONE (A/C, No, Ext):</b> (530) 527-1616 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> travis@dollinginsurance.com	
<b>INSURED</b> Ronald L. Clark DDS Po Box 969  Red Bluff CA 96080		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> SENTINEL INS CO LTD <b>INSURER B:</b> MARKEL INS CO <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 11000 38970F	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
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	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

County of Tehama

Po Box 250

Red Bluff CA 96080

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Travis Dolling

© 1988-2015 ACORD CORPORATION. All rights reserved.

## Exhibit A

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Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations) \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

#### ~~Automobile Liability~~

~~Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.~~

#### Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

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#### Endorsements: Additional Insureds

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#### 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

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The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

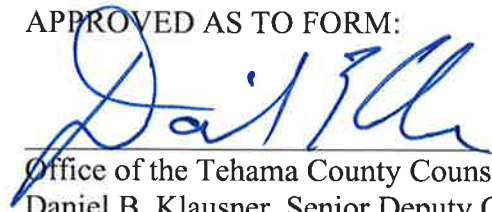
**E-Contract Review**  
**Approval as to Form**

Department Name: Tehama County Sheriff's Office

Vendor Name: Dr. Clark

Document Description: Agreement for inmate dental services

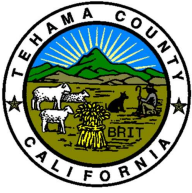
APPROVED AS TO FORM:

A handwritten signature in blue ink, appearing to read "Dan Klausner", is written over a horizontal line.

Office of the Tehama County Counsel

Daniel B. Klausner, Senior Deputy County Counsel

Date: 6/18/25



# Tehama County

## Agenda Request Form

**File #:** 25-1136

**Agenda Date:** 7/1/2025

**Agenda #:** 17.

### **PUBLIC WORKS - Interim-Director Will Pike**

#### **Requested Action(s)**

- a) ORDINANCE NO. 2148 - Request to adopt an Ordinance to amend Ordinance No. 1883 authorizing the Director of Public Works thus replacing the Road Commissioner as the authority to submit the department reports regarding adjustment for inflation to the amount of parcel charges for each parcel of real property within Tehama County Permanent Road Division 0602 (Bywood Drive)
- 1) Waive the second reading
  - 2) Adopt the Ordinance

#### **Financial Impact:**

There is no financial impact to adopt and an amended ordinance.

#### **Background Information:**

Historical information is as follows below:

- A. The County Board of Supervisors (the "Board") did so through Resolution No. 35-2007 on March 20, 2007.
- B. Included in the Engineers report accepted and relied on by the Board to set the parcel charge, was a clearly identified formula based to adjust the amount of the parcel charge for inflation based on the Engineering News Record 20 City Construction Cost Index for the preceding year.
- C. Also on March 20, 2007, the Board adopted Ordinance No. 1883 which provided a method of bringing the calculation for the inflation adjustment to the parcel charge inflation before the Board for approval so that it can be added to the tax roll.
- D. Ordinance No. 1883 specifies that the Road Commissioner is responsible for filing the report with the Clerk of the Board.
- E. In the past, the Director of Public Works has also been appointed as the Road Commissioner.

Information that necessitates this proposed amendment:

- F. In February of 2025, the Director of Public Works/Road Commissioner for the County resigned.
- G. Although the County appointed the County Surveyor, William Pike, as Interim Director of Public Works, no new Road Commissioner has been appointed.



- H. The Board finds that the intent of Ordinance No. 1883 was to identify a County executive employee responsible for bringing the annual report in which the inflation adjustments to the parcel charges are provided so the Board could have the Auditor add them to the tax roll.
- I. The Board also finds that there is no technical reason that the person calculating the report should have the qualifications required of the Road Commissioner.
- J. This Ordinance shall take effect 30 days after its passage and shall continue to be effective until amended or repealed by a subsequent ordinance.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF  
TEHAMA TO AMEND THE PROCESS IN ORDINANCE 1883 FOR ADJUSTING THE  
PARCEL CHARGES FOR INFLATION FOR PERMANENT ROAD DIVISION 0602  
(BYWOOD DRIVE).**

The Board of Supervisors of Tehama County ordains as follows:

**Section 1. Purpose and Authority**

Pursuant to Article XIID of the California Constitution and Government Code section 53750 et seq, and Streets and Highways Code Section 1179.5, the County of Tehama (the "County") may fix and collect parcel charges within a permanent road division to pay for the costs of road improvement and maintenance services.

**Section 2. Findings and Declarations**

- A. The County Board of Supervisors (the "Board") did fix a parcel charge for the Bywood Drive Road Division through Resolution No. 35-2007 on March 20, 2007.
- B. Included in the Engineers report accepted and relied on by the Board to set the parcel charge, was a clearly identified formula based to adjust the amount of the parcel charge for inflation based on the Engineering News Record 20 City Construction Cost Index for the preceding year.
- C. Also on March 20, 2007, the Board adopted Ordinance No. 1883 which provided a method of bringing the calculation for the inflation adjustment to the parcel charge inflation before the Board for approval so that it can be added to the tax roll.
- D. Ordinance No. 1883 specifies that the Road Commissioner is responsible for filing the report with the Clerk of the Board.
- E. In the past, the Director of Public Works has also been appointed as the Road Commissioner.
- F. In February of 2025, the Director of Public Works/Road Commissioner for the County resigned.
- G. Although the County appointed the County Surveyor, William Pike, as Interim Director of Public Works, no new Road Commissioner has been appointed.
- H. The Board finds that the intent of Ordinance No. 1883 was to identify a County executive employee responsible for bringing the annual report in which the inflation adjustments to the parcel charges are provided so the Board could have the Auditor add them to the tax roll.
- I. The Board also finds that there is no technical reason that the person calculating the report should have qualifications required of the Road Commissioner.

**SECTION 3. AMENDMENT TO ORDINANCE NO. 1883**

Section 3. Subdivision (a) of Ordinance No. 1883 is hereby amended to read:

Once a year, in May or as soon as possible thereafter, the Director of Public Works, shall prepare or cause to be prepared by staff or hired consultant, a written report containing a description of each parcel of real property within Tehama County Permanent Road Division 0602 (Bywood Drive) receiving road maintenance services and the amount of parcel charge for each parcel for such year computed in conformity with the procedure set forth in this Ordinance. Such report shall be filed with the Clerk of the Board of Supervisors.

## **Section 6. Environmental Determination**

This ordinance is not a project subject to review pursuant to CEQA because the amendment will not cause a direct physical change on the environment nor is it reasonably foreseeable that it will cause an indirect physical change.

## **Section 7. Severability**

If any provision, clause, sentence, or paragraph of this ordinance, or any application thereof to any person or circumstance, is held to be unconstitutional or otherwise invalid for any reason, such invalidity shall not affect the validity of the remainder of this ordinance which can be given effect without the invalid provision, clause, sentence, paragraph, or application. To this end, the provisions, clauses, sentences, and paragraphs of this ordinance are hereby declared to be severable. The Board of Supervisors hereby declare that they would have passed this ordinance, and each provision, clause, sentence, or paragraph thereof, irrespective of the fact that one or more provision, clause, sentence, or paragraph be declared invalid or unconstitutional.

## **Section 8. Effective Date and Term**

This Ordinance shall take effect 30 days after its passage and shall continue to be effective until amended or repealed by a subsequent ordinance.

## **Section 9. Publication**

The Clerk of the Board of Supervisors is authorized and directed to publish this Ordinance in accordance with Government Code Section 25124. A complete copy of this Ordinance is on file with the Clerk of the Board of Supervisors and is available for public inspection and copying during regular business hours in the office of the Clerk of the Board of Supervisors, 633 Washington Street, Red Bluff, California, and on the County's website at [www.tehama.gov](http://www.tehama.gov).

**PASSED AND ADOPTED** by the Board of Supervisors of the County of Tehama, State of California, on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by the following vote:

**AYES:**

**NOES:**

**ABSENT or NOT VOTING:**

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**Matt Hansen**, Chair  
Tehama County Board of Supervisors

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 forgoing to be a full, true and correct copy of an ordinance adopted by the Board of Supervisors on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Dated: This \_\_\_\_\_ day of \_\_\_\_\_ 2025.

SEAN HOUGHTBY, County Clerk and  
ex-officio Clerk of the Board of  
Supervisors of the County of  
Tehama, State of California.

By: \_\_\_\_\_  
Deputy

Deputy Clerk

## NOTICE OF PUBLIC HEARING

**NOTICE IS HEREBY GIVEN**, pursuant to Streets & Highway Code section 1179.5 and Ordinance No. 1883, that on August 5, 2025 at 10:00 AM, or as soon thereafter as may be heard, in the Board Chambers located at 727 Oak St., County Administrative Building, Red Bluff, California, the Tehama County Board of Supervisors will conduct a public hearing to hear and consider all objections or protests to the report filed by the Director of Public Works regarding the adjustment for inflation to the amount of parcel charges for each parcel of real property within Tehama County Permanent Road Division 0602 (Bywood Drive) for fiscal year 2025/2026.

That report specifies parcel charges (special assessments) of \$278.26 upon each parcel of real property within Tehama County Permanent Road Division No. 0602 (Bywood Drive), for a total of \$15,304.30 for the entire Permanent Road Division during Fiscal Year 2025-2026. At the conclusion of the hearing, the Board of Supervisors may adopt, review, change, reduce or modify any charge and shall make its determination upon each charge as described in the report and, thereafter, by Resolution, shall confirm the report. The charges set forth in the report, as confirmed, shall appear as a separate item on the tax bill for each parcel of real property within Tehama County Permanent Road Division No. 0602 (Bywood Drive).

All interested persons are invited to attend the public hearing and be heard, and any interested person may file an objection or protest to the Department's report. The Department's report will be available at the Tehama County Clerk of the Board of Supervisors Office, 633 Washington St., Room 12, Red Bluff, California at least 14 days prior to the public hearing and may also be obtained by contacting the Tehama County Public Works Department at (530) 385-1462, 9380 San Benito Ave., Gerber, California, 96035. Objections or protests may be filed, and written comments may be delivered at or prior to the public hearing to the Tehama County Clerk of the Board of Supervisors Office, 633 Washington St., Room 12, County Courthouse, P.O. Box 250., Red Bluff, California, 96080.

### RED BLUFF DAILY NEWS:

PUBLISH: July 22, 2025 & July 29, 2025  
MAKE: Affidavit of Publication  
CHARGE: Tehama County Public Works Dept.  
9380 San Benito Ave. Gerber, CA 96035

**AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TEHAMA  
PROVIDING A PROCEDURE FOR FIXING AND COLLECTING PARCEL CHARGES  
FOR ROAD MAINTENANCE SERVICES WITHIN TEHAMA COUNTY  
PERMANENT ROAD DIVISION 0602 (BYWOOD DRIVE) ON THE TAX ROLL**

THE BOARD OF SUPERVISORS OF THE COUNTY OF TEHAMA ORDAINS AS  
FOLLOWS:

**SECTION 1.** The purpose of this ordinance is as follows: Tehama County Permanent Road Division 0602 (Bywood Drive) is authorized to provide road maintenance services. Article XII D of the California Constitution, Streets and Highways Code section 1179.5, and Government Code sections 53753 and 25210.77a authorize the Board of Supervisors to fix and collect parcel charges for services provided by a Permanent Road Division to pay, in whole or in part, for the cost thereof. Such parcel charges have been duly imposed with Tehama County Permanent Road Division 0602 (Bywood Drive) by the Board of Supervisors by Resolution on January 30, 2007 in accordance with the aforementioned provisions of law. The aforementioned provisions of law further authorize the Board to collect such parcel charges on the tax roll by adopting an Ordinance providing a procedure therefore.

**SECTION 2.** The parcel charges heretofore imposed by the Board of Supervisors by Resolution for road maintenance services within Tehama County Permanent Road Division 0602 (Bywood Drive) may be modified or amended by Resolution of the Board of Supervisors, subject to provisions of Article XIII D of the California Constitution. Such charges shall be reviewed annually and shall be fixed by substantially the following procedure:

- (a) A budget shall be imposed for the fiscal year, consistent with the Resolution imposing parcel charges, specifying the total amounts required to provide the specified level of road maintenance services to be funded by parcel charges.
- (b) The total amounts required to provide the specified level of road maintenance services shall be divided by the number of parcels depicted in the Resolution imposing parcel charges.
- (c) The amount obtained from this calculation shall be the parcel charge fixed for each parcel depicted in the Resolution imposing parcel charges.
- (d) The parcel charge per parcel shall be fixed accordingly by Resolution adopted by the Board of Supervisors.

### SECTION 3.

- (a) Once a year, the Road Commissioner, on behalf of the Board of Supervisors, shall prepare a written report containing a description of each parcel of real property within Tehama County Permanent Road Division 0602 (Bywood Drive) receiving road maintenance services and the amount of parcel charge for each parcel for such year computed in conformity with the procedure set forth in this Ordinance. Such report shall be filed with the Clerk of the Board of Supervisors.
- (b) Upon filing of such report, the Clerk shall fix a time, date, and place for hearing thereon and for filing objections or protests thereto. The Clerk shall publish notice of such hearing as provided in Government Code Section 6066, prior to the date set for hearing, in a newspaper of general circulation printed and published in the County.
- (c) At the time, date, and place stated in the notice, the Board of Supervisors shall hear and consider all objections or protests, if any, to the report and may continue the hearing from time to time. Upon conclusion of the hearing, the Board of Supervisors may adopt, review, change, reduce or modify any charge and shall make its determination upon each charge as described in the report and, thereafter, by Resolution, shall confirm the report. Any change that increases the levy to property owners beyond that set forth in the Resolution imposing parcel charges shall be submitted to property owners for approval in accordance with Article XIII D of the California Constitution. Upon approval, the increased charge may be implemented. In all cases, the report, as confirmed by the Board of Supervisors, shall be transmitted to the Auditor no later than August 10 of the fiscal year in which charges shall apply.
- (d) Parcel charges set forth in the report, as confirmed, shall appear as a separate item on the tax bill. The parcel charges shall be collected at the same time and in the same manner as ordinary County ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure and sale in case of delinquency as provided for such taxes. All laws applicable to the levy, collection, and enforcement of County ad valorem property taxes shall be applicable to such charge except that if the real property to which such charge relates has been transferred or conveyed to a bona fide purchaser for value, or if a lien of a bona fide encumbrancer for value has been created and attaches thereon, prior to the date on which the first installment of such taxes would become delinquent, then the charge confirmed pursuant to this section shall not result in a lien against such real property but instead shall be transferred to the unsecured roll for collection.



**SECTION 4.** For the 2007-2008 fiscal year, the Resolution imposing parcel charges shall be deemed to be the written report required by Government Code section 25210.77a and this Ordinance. The proceedings for adoption of the Resolution and the imposition of parcel charges, including the notice and hearing thereon, are hereby determined to be in compliance with the requirements of Government Code section 25210.77a and this Ordinance. The parcel charges set forth in the Resolution for the 2007-2008 fiscal year are hereby confirmed as set forth in Government Code section 25210.77a and this Ordinance. The Resolution imposing parcel charges shall be transmitted to the Auditor no later than August 10, 2007. The parcel charges set forth therein for the 2007-2008 fiscal year shall thereafter be collected as set forth in Section 3(d) of this Ordinance.

**SECTION 5.** If any section, subsection, sentence, phrase or clause of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of the Ordinance. The Board of Supervisors here declares that it would have adopted the Ordinance and such remaining portions despite the fact that one or more sections, subsections, phrases, or clauses be declared invalid.

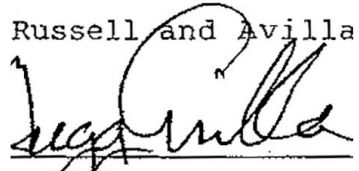
**SECTION 6.** This Ordinance shall take effect thirty (30) days from the date of its adoption, and prior to the expiration of fifteen (15) days from the adoption thereof shall be published at least one time in the Red Bluff Daily News, a newspaper of general circulation in Tehama County.

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 27th day of March 2007 by the following vote:

AYES: Supervisors Warner, Williams, Willard, Russell and Avilla

NOES: None

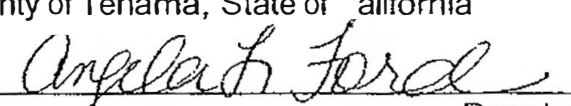
ABSENT OR NOT VOTING: None

  
CHAIRMAN Board of Supervisors

STATE OF CALIFORNIA    )  
                                  )       ss  
COUNTY OF TEHAMA    )

I, BEVERLY ROSS, 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 27th day of March 2007.

DATED: This 2nd day of April 2007.

BEVERLY ROSS, County Clerk and ex-officio  
Clerk of the Board of Supervisors of the  
County of Tehama, State of California  
by   
Deputy

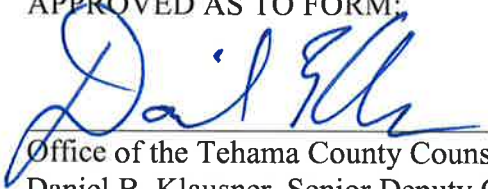
**E-Contract Review**  
**Approval as to Form**

Department Name: Tehama County Public Works

Vendor Name: Board of Supervisors

Document Description: Amendment to Ordinance No. 1883

APPROVED AS TO FORM:

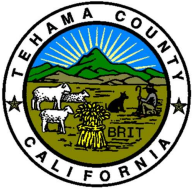
A handwritten signature in blue ink, appearing to read "Dan Klausner", is written over a horizontal line.

Office of the Tehama County Counsel

Daniel B. Klausner, Senior Deputy County Counsel

Date: \_\_\_\_\_

6/26/25



# Tehama County

## Agenda Request Form

**File #:** 25-1115

**Agenda Date:** 7/1/2025

**Agenda #:** 18.

### PERSONNEL / PUBLIC WORKS - Interim Director Will Pike

#### **Requested Action(s)**

a) Request approval to appoint the candidate as a Senior Civil Engineer EH at Salary Range 54, Step E, effective 7/13/25 or upon successful completion of all pre-employment requirements

#### **Financial Impact:**

The annual base salary for this Senior Civil Engineer EH at Step E is \$56,764.80. This candidate will be hired as a Retired Annuitant Extra Help with a maximum number of 960 working hours per fiscal year and is not eligible for benefits. The Department has sufficient 2025/2026 fiscal year funding budgeted for appointment at Step E. There will be no impact to the general fund.

#### **Background Information:**

This candidate has extensive County Public Works experience, including twenty-eight years as a Director, two years as a Deputy Director of Engineering, and an overall 28 more years holding positions in an engineering department including Civil Engineer, Assistant Engineer II, Associate Engineer, and Supervising Engineer. His expertise in a county government setting, as a road commissioner, time spent supervising, experience with Cal-Trans projects, policies regarding resolutions, right-of-way, building project administration and so much more makes him the ideal candidate for this Extra Help position. This candidate has agreed to employment at the negotiated rate within the Tehama County pay scale. The candidate's training and experience supercedes that of an entry level employee. Public Works needs this candidate in our Engineering Department and cannot pass on the opportunity to appoint a highly qualified candidate such as this.

The Personnel Office has reviewed the candidate's qualifications and agrees with placement at Salary Range 54, Step E upon successful completion all pre-employment requirements.



## OTHER THAN "A" STEP REQUEST

*The Board of Supervisors, on November 13, 1990, asked to receive consistent information from Department Heads who request to hire a new employee at other than "A" step of the classification range. Board policy cites that "A" step is the normal and desired starting point in a classification unless compelling\* reasons exist to start an individual at a higher step.*

*\*Please note that the Board has previously provided direction that a pay disparity between Tehama and other counties is not, in and of itself, a sufficient compelling reason to start an employee at higher than "A" step.*

FROM: Tehama County Public Works  
TO: Board of Supervisors/Personnel Office  
RE: Request approval of the Personnel Action Form appointing the applicant in the following classification:  
Senior Civil Engineer- EH at other than "A" step.

*Please answer the following questions so that the Board may more objectively assess the request. Send the completed form along with the Agenda Request Form to the Personnel office, allowing sufficient time for review and approval/disapproval prior to the anticipated hiring date. Requests for "C" step or above will be referred to the Board of Supervisors on the regular agenda for their consideration. Requests for "B" step will be placed on the consent agenda for approval.*

1. \$ 48.65 Step A Request: \$ 59.13 Step E

2. Total applications received during recruitment for this position: 1  
Total number of "qualified" applicants: 1

3. Justification for requesting higher step than A:

This candidate has extensive County Public Works experience, including twenty-eight years as a Director, two years as a Deputy Director of Engineering, and an overall 28 more years holding positions in an engineering department including Civil Engineer, Assistant Engineer II, Associate Engineer, and Supervising Engineer. His expertise in a county government setting, as a road commissioner, time spent supervising, experience with Cal-Trans projects, policies regarding resolutions, right-of-way, building project administration and so much more makes him the ideal candidate for this Extra Help position. This candidate has agreed to employment at the negotiated rate within the Tehama County pay scale. The candidate's training and experience dwarfs that of an entry level employee. Public Works needs this candidate in our Engineering Department and cannot pass on the opportunity to appoint a highly qualified candidate such as this.

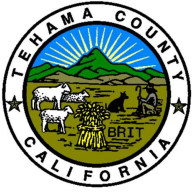
4. How has the Department budgeted for this additional cost?

The estimated annual cost of salary for this EH 960-hour position at Step E is \$56,764.80, \$10,060.80 greater than Step A. The Department has sufficient funding budgeted for appointment at Step E for this extra help position in the fiscal year 2025/26.

I hereby certify that to the best of my knowledge, the information provided above is a true and accurate representation of all the material facts which should be considered with this request.

A handwritten signature in black ink, appearing to read "D. M. F. R.", is written over a horizontal line.

Department Head



# Tehama County

## Agenda Request Form

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**File #:** 25-1167

**Agenda Date:** 7/1/2025

**Agenda #:** 19.

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### BOARD OF SUPERVISORS

#### **Requested Action(s)**

- a) Appoint Al Cathey as Interim Road Commissioner, upon successful completion of all pre-employment requirements

#### **Financial Impact:**

#### **Background Information:**

## LEASE AGREEMENT

### General Provisions and Definitions:

This lease is made and entered into by and between RANCHO TEHAMA ASSOCIATION, referred to herein as "Lessor," and the County of Tehama, by and through the TEHAMA COUNTY FIRE DEPARTMENT referred to herein as "Lessee" Or "County." The "Effective Date" of this Lease shall be the date on which all parties have executed the agreement.

Lessor, for and in consideration of the rent to be paid by Lessee and of the covenants and provisions to be kept and performed by Lessee under this lease, hereby leases to Lessee, and Lessee agrees to lease from Lessor, subject to the conditions set forth herein, the real property and improvements referred to herein as the "Premises." Lessor shall provide Lessee with unobstructed 24-hour access to the Premises, and shall provide Lessee with a key, passcode, or other access device through any security measures to ensure that the Lessee has actual, self-determined 24-hour access.

"Premises" as used herein shall refer to the **Fire Station** building located at **17155 Rancho Tehama Road, Corning, California 96021**.

## ARTICLE 1. TERM OF LEASE

Section 1.01 –Term: This lease shall commence at on the Effective Date of this agreement (the "Commencement Date"), and end at 12:01 a.m. on July 1, 2026, unless terminated earlier pursuant to the provisions of this lease. After the initial year, this lease shall renew annually for up to a total of five years unless the Lessor provides the Lessee with a notice of intent to not renew which must be served on the Lessee no later than May 1 of each year in order to be effective. The annual renewal date shall be July 1.

Section 1.02 – Holding Over: In the event Lessee holds over and continues in possession of the Premises after expiration of the original lease term, Lessee's continued occupancy of the Premises shall be considered a month-to-month tenancy subject to all the terms and conditions of this lease.

## ARTICLE 2. RENT / DEPOSITS

Section 2.01 – Monthly Rent: Lessee agrees to pay to Lessor a fixed Yearly Rental Sum for the use and occupancy of the Premises, as set forth below:

- (a) During the Term of the Lease, Lessee shall pay to Lessor the Yearly Rental Sum of \$4,500.00 payable on the 31<sup>st</sup> day of July each year.
- (b) Rent shall be paid by delivery to Lessor personally or by mailing to Lessor at the address specified in Section 10.02, or at any other place or places as Lessor may from time to time designate by written notice delivered to Lessee.

Rent shall be paid by delivery to Lessor personally or by mailing to Lessor at the address specified in Section 10.03, or at any other place or places as Lessor may from time to time designate by written notice delivered to Lessee.

### ARTICLE 3. USE OF PREMISES / COMMON AREAS

Section 3.01 – Permitted Use: During the term of this Lease, the Premises may be used by Lessee for any use which complies with the applicable zoning. Without limiting the generality of the foregoing, Lessee shall be permitted to operate a government office at which services are provided to the public.

Section 3.02 – Waste or Nuisance: Lessee shall not commit or permit the commission by others of any waste on the Premises; Lessee shall not maintain or commit, or permit the maintenance or commission of any nuisance as defined in Civil Code Section 3479 on the Premises, and Lessee shall not use or permit the use of the Premises for any unlawful purpose. Lessee shall be responsible for the legal disposal of any hazardous substances generated or kept on the premises.

Section 3.03 – Compliance with Laws: Lessee shall, at Lessor's own cost and expense, comply with all statutes, ordinances, regulations and requirements of all governmental entities, both federal and state, and county or municipal, including those requiring capital improvements to the Premises, including but not limited to all improvements relating to Lessee's use and occupancy of Premises and those not relating to occupancy, whether those statutes, ordinances, regulations and requirements are now in force or are subsequently enacted. Lessee shall notify Lessor of any improvements that will impact the Lessor's budget.

### ARTICLE 4. UTILITIES / JANITORIAL AND TAXES

Section 4.01 – Utilities: Lessee shall pay all utility costs for electricity, telephone, propane, water, garbage pickup and disposal, alarm system contract and upkeep, and other public utilities for the Premises during the term of this lease. **The Lessor shall pay the electricity and any other utilities not tied to the fire department building.**

Section 4.02 – Real Property Taxes: All real property taxes and assessments levied or assessed against the Premises by a governmental entity, including any special assessments imposed on or against the Premises for the construction or improvement of public works in, on or about the Premises shall be paid, before they come delinquent, by Lessor.

### ARTICLE 5. ALTERATIONS AND REPAIRS

Section 5.01 – Condition of Premises: Lessor represents and warrants that, upon commencement of Lessee's occupancy hereunder, the Premises shall be in good, clean, safe, and rentable condition suitable for Lessee's use. Without limiting the generality of the foregoing, Lessor specifically represents that any improvements or fixtures on the Premises necessary to the operation of a vehicle maintenance facility are in good working order upon commencement of Lessee's occupancy hereunder.



Section 5.02 – Maintenance by Lessor:

Lessor shall be responsible for all maintenance, repair, and upkeep of the entire Premises, including without limitation, the parking lot, grounds, building and improvements, and equipment and fixtures attached thereto (except for improvements, and equipment and fixtures installed by Lessee). Lessee shall notify Lessor prior to installation of any equipment or fixtures. Such responsibility shall include, without limitation, the following:

- a) The structural parts of the building and other improvements in which the premises are located, which structural parts include the foundations, bearing and exterior walls, subflooring, and roof.
- b) The exposed and unexposed electrical, plumbing, and sewage systems including, without limitation, those portions of the systems lying outside the Premises.
- c) Garage doors, window frames, gutters, and down spouts on the building, and other improvements in which the premises are located.
- d) Heating, ventilating, and air-conditioning systems (HVAC).
- e) Landscape maintenance and parking lot maintenance including drainage. Lessee shall secure a separate agreement, at Lessee's expense for pest and weed control.
- f) Flooring
- g) Items to be repaired prior to July 1, 2024:
  - a. Repair bathroom water supply
  - b. Install bathroom vanity
  - c. Service & repair apparatus bay doors

In case of emergency, Lessor will immediately make appropriate repairs under this Section 5.02 to protect persons and property. If the Lessor does not take the necessary steps, Lessee will have the right to repair or contract to repair and to be reimbursed by Lessor. If the full amount of the reimbursement is not delivered by Lessor to Lessee within 10 days after Lessee's delivery to Lessor of a written statement or bill evidencing the cost of the repair, Lessee will have the right to deduct the cost of repair from the next monthly rent payment. As used herein, "emergency" shall mean any condition that may cause irreparable harm to personal property, real property, or fixtures attached to real property if not immediately repaired, or any condition that poses an immediate threat to the health or safety of an occupant.

Except for cases of emergency, Lessor will make all repairs as soon as is possible. In the event Lessor has not made a repair referred to in a written notice from Lessee to Lessor within 30 days after date of notice, Lessee will have the right to repair or contract to repair and be reimbursed by Lessor. If the full amount of the reimbursement is not delivered by Lessor to Lessee within 10 days after Lessee's delivery to Lessor of a written statement or bill evidencing the cost of the repair, Lessee will have the right to deduct the cost of repair from the next monthly rent payment.

Section 5.03 – Alterations/Liens: Lessee shall not make or permit any other person to make any alterations to the Premises or to any improvements on the Premises without the prior written consent of Lessor. Lessor shall not unreasonably withhold this consent. Lessee shall keep the Premises free and clear from any and all liens, claims, and demands for work performed, materials furnished, or operations conducted on the Premises at the instance or request of Lessee. Furthermore, any and all alterations, additions, improvements and fixtures made or placed in or on the Premises by Lessee or any other person shall on expiration or earlier termination of this lease, become the property of Lessor and remain on the Premises, except trade fixtures which Lessee shall be permitted to remove from the leased Premises at any time during the term hereof. Upon execution of this agreement, Lessor agrees to the following alterations:

- (a) Replace or re-key all locks and re-program security alarm system to new security code number determined by Lessee. New key set should only be distributed to Lessee and one key to Lessor.
- (b) Upon commencement of the lease agreement, Lessor agrees that any office furnishings left on the premises, excluding all furnishings in the office area, will be donated to Lessee for any use which is in the best interest of Lessee and will not be returned to Lessor.

Section 5.04 – Entry by Lessor: Lessor and its agents shall have the right to enter the Premises at all reasonable times as scheduled with Lessee (and at any time during an emergency) for all of the following purposes: inspection of the Premises, repairs required of Lessor, inspection to assure that Lessee is complying with the terms of this lease, and for the purpose of doing other lawful acts that may be necessary to protect Lessor's interest in the Premises or for the purpose of performing Lessor's duties under this lease.

Section 5.05 – Surrender of Premises: On expiration or earlier termination of this lease, Lessee shall promptly surrender and deliver the Premises to Lessor in as good condition as they are now at the date of this lease, excluding reasonable wear and tear and repairs required to be made by Lessor under this lease.

Section 5.07 – Parking: Lessee, Lessee's staff, clients, guests and invitees may park anywhere within the perimeters of the leased area, and street parking, but shall not obstruct the ingress and egress to any other premises.

## **ARTICLE 6. INDEMNITY AND INSURANCE**

Section 6.01 – Lessor Indemnification: Lessee shall hold Lessor harmless for all damages to any person or property occurring in, on or about the Premises and arising out of Lessee's use and occupation of said Premises, except that Lessor shall be liable to Lessee and shall hold Lessee harmless for damage resulting from the acts or omissions of Lessor or its authorized representatives.

Section 6.02 – Lessee Public Liability Insurance: Lessee at its cost shall maintain public liability and property damage insurance, or participation in a self-insurance program, against claims for personal injury, death or property damage arising out of and in connection with Lessee's use or occupancy of the premises, with a single combined limit of not less than one million dollars (\$1,000,000.00). Lessor shall be named additional insured for liability arising out of operations by or on behalf of the Lessee.

Section 6.03 – Lessor’s Property Insurance: Lessor shall maintain on the building and other improvements that are a part of the Premises a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements, to the extent of the full replacement value.

Section 6.04 – Release and Waiver of Subrogation: In consideration of and in return for the promises and covenants set out herein, and for other good and valuable consideration, the Lessor, on its own behalf, and on behalf of any of their agents, insurers, attorneys, and assigns **fully and forever release, acquit, and discharges** hereby releases Lessee and its elected officials, officers, employees, agents, volunteers, and invitees from any claims for damage to any person or property of Lessor about the Premises, whether known or unknown, fixed or contingent, accrued or not yet accrued, anticipated or unanticipated, of any kind whatsoever as of or at any time prior to the Effective Date and prospectively those that are caused by or result from risks insured against under any insurance policies carried by Lessor. Lessor further agrees that Lessee shall not be liable to Lessor for any damage caused by fire or any of the risks insured against under any insurance policy and Lessor shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against Lessee in connection with any covered damage.

The Parties expressly waive any rights they may have under California Civil Code § 1542, as well as under any other state or federal statute or common law principle of similar effect. California Civil Code § 1542 provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

The Parties acknowledge that they may later discover facts different from or in addition to those which they or their attorneys now know or believe to be true. It is the intention of the Parties to fully, finally and forever settle and release all claims included in the releases set forth herein.

Section 6.05 – Authorization to Insurance Companies to Release Information: By its signature to this lease, Lessee hereby authorizes any insurer providing insurance on the Premises or relating to the Premises to release to Lessor any and all information concerning the nature and extent of such insurance coverage.

## **ARTICLE 7. SIGNS AND TRADE FIXTURES**

Section 7.01 – Installation and Removal of Trade Fixtures: Lessee shall have the right at any time and from time to time during the term of this lease, at Lessee’s sole cost and expense, to install and affix in, to or on the Premises any items, including fixtures, which are reasonably necessary to the performance of the activities for which the Premises are leased. Lessor’s right of pre-approval as previously stated in this agreement shall not be unreasonably withheld, and the discretion of Lessee in design shall be honored.

Section 7.02 – Unremoved Trade Fixtures: Any additions or fixtures described in this Article that are not removed from the Premises by Lessee as described in Section 5.05 shall be deemed abandoned by Lessee and shall automatically become the property of Lessor as owner of the real property to which they are affixed. This provision does not negate the right of Lessor to insist that

such additions or fixtures be removed by Lessee, and a written demand by Lessor to Lessee within thirty (30) days of lease termination shall require Lessee to remove and repair.

Section 7.03 – Signs: Subject to lessor’s approval, which shall not be unreasonably withheld, Lessee may erect, maintain, permit and from time to time remove any signs in, on or about the Premises that Lessee may deem necessary or desirable, provided that any signs erected or maintained by Lessee shall comply with all requirements of any governmental authority with jurisdiction.

## **ARTICLE 8. DESTRUCTION OF PREMISES**

Section 8.01 – Lessor’s Obligation to Repair: Except as otherwise provided in Section 8.02 below, if at any time during the term of this lease the building on the Premises is damaged or destroyed by any cause, Lessor shall promptly repair, restore or rebuild the building to substantially the same condition as the building was delivered to Lessee at the commencement of this lease (i.e., exclusive of Lessee fixtures and equipment). Lessor shall have the obligation to repair, restore or rebuild described in this section whether or not the insurance proceeds paid to Lessor are sufficient to cover the total cost of repair, restoration or rebuilding. Lessor shall commence repair, restoration or rebuilding, as appropriate, not later than thirty (30) days after occurrence of the event causing damage or destruction, and shall cause construction to be completed not later than two (2) months after the occurrence of the event causing damage or destruction. In the event Lessor does not commence or complete construction within the time periods described in this section, Lessee shall have the right to terminate this lease by giving Lessor written notice within thirty (30) days after expiration of either time period. Lessor is not responsible for repair or rebuild if damage is caused by Lessee.

Section 8.02 – Lessor’s Right to Terminate Lease: Notwithstanding Section 8.01, Lessor shall have the right to terminate this lease and shall have no obligation to repair, restore or rebuild the Premises or the building under any of the following circumstances:

- (a) Damage or destruction from an insured casualty when the damage or destruction cannot reasonably be repaired, restored or rebuilt within the period required by Section 8.01.
- (b) Damage or destruction from an uninsured casualty when the cost of repair, restoration or rebuilding exceeds a total of twenty-five percent (25%) of the then-replacement cost of the building.
- (c) Damage or destruction from an uninsured casualty occurring during the last two (2) months of the Term of this lease.

If Lessor elects to terminate this lease under any of the above circumstances, Lessor shall give written notice to Lessee no later than sixty (60) days **ninety (90) days** after occurrence of the casualty.

Section 8.03 – Abatement of Rent: If damage or destruction to the Premises renders the operation of Lessee’s business at the Premises impossible and Lessee, in fact, ceases to operate its business at the Premises, the rent required under this lease shall abate during the period in which Lessor is required to perform repairs or restoration, or to rebuild. In the event Lessee is able to continue partial operation of its business, rent shall be reduced during the period of repair in proportion to the reduction of square footage used by Lessee.

## **ARTICLE 9. DEFAULT, ASSIGNMENT, AND TERMINATION**

Section 9.01 – Restriction Against Subletting or Assignment: Except as provided herein, Lessee shall not encumber, assign or otherwise transfer this lease, any right or interest in this lease, or any right or interest in the Premises or any of the improvements that may now or hereafter be constructed or installed in, on or about the Premises without first obtaining the express written consent of Lessor. Lessee shall not sublet the Premises or any part of the Premises or allow any other person, other than Lessee's agents, clients, servants, employees, invitees and guests, to occupy the Premises or any part of the Premises without the prior written consent of Lessor. A consent by Lessor to one assignment, one subletting, or one occupation of the Premises by another person shall not be deemed to be a consent to any subsequent assignment, subletting, or occupation of the Premises by another person. Except as provided herein, any encumbrance, assignment, transfer, or subletting without the prior written consent of Lessor, whether voluntary or involuntary, by operation of law or otherwise, is void and shall, at the option of Lessor, terminate this lease. The consent of Lessor to any assignment of Lessee's interest in this lease or the subletting by Lessee of the Premises or parts of the Premises shall not be unreasonably withheld.

Section 9.02 – Default: If Lessee defaults in the payment of rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within 10 (ten) working days, after the giving of such notice (or if such default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within 30 (thirty) days thereafter proceed with reasonable diligence and in good faith to cure such default), then the Lessor may terminate this lease on not less than 30 (thirty) days' notice to Lessee. On the date specified in such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, and Lessor may recover from Lessee any unpaid rent that had been earned at the time of termination of the lease. If this lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and other effects.

Section 9.03 – Termination for Non-Appropriation: Notwithstanding any other provision of this Lease, Lessee may terminate this lease immediately, without cost or penalty, should the Tehama County Board of Supervisors decline to appropriate sufficient funds for this lease in any fiscal year or reduce any such appropriation previously made. In the event Lessee elects to terminate this lease under this Section, Lessor may recover from Lessee any unpaid rent that had been earned at the time of termination of the lease.

Section 9.04 – Waiver of Breach: The waiver by Lessor of any breach by Lessee of any of the provisions of this lease shall not constitute a continuing waiver or a waiver of any subsequent breach by Lessee, either of the same or another provision of this lease.

Section 9.05 – Lessor's Failure to Deliver Possession: If Lessor is unable to deliver possession of the Premises to Lessee for any reason not within Lessor's control, including but not limited to partial or complete destruction of the Premises, Lessee will have the right to terminate the Agreement upon proper notice as required by law. In such event, Lessor's liability to Lessee will be limited to the return of all sums previously paid by Lessee to Lessor.

## **ARTICLE 10. MISCELLANEOUS**

**Section 10.01 – Force Majeure—Unavoidable Delays:** If the performance of any act required by this lease to be performed by either Lessor or Lessee is prevented or delayed by reason of an act of God, strike, lockout, labor troubles, inability to secure materials, restrictive governmental laws or regulations, or any other cause except financial inability that is not the fault of the party required to perform the act, the time for performance of the act will be extended for a period equivalent to the period of delay; and performance of the act during the period of delay will be excused. However, nothing contained in this section shall excuse the prompt payment of rent by Lessee as required by this lease or the performance of any act rendered difficult solely because of the financial condition of the party required to perform the act.

**Section 10.02 – Notices:** Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this lease or by law to be served on or given to either party to this lease by the other party to this lease shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom they are directed, or, in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, and addressed as follows:

**Lessor**

Rancho Tehama Association  
P.O. Box 5111  
Corning, CA 96021  
(530) 585-2444

**Lessee**

Tehama County Fire Department  
Attn: Fire Chief  
604 Antelope  
Red Bluff, CA 96080  
(530) 528-5199  
(530) 529-8538 FAX

Either party, Lessee or Lessor, may change its address for the purpose of this section by giving written notice of that change to the other party in the manner provided in this section.

**Section 10.03 – Binding on Heirs and Successors:** This lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of Lessor and Lessee; but nothing in this section shall be construed as a consent by Lessor to any assignment of this lease or any interest therein by Lessee except as provided in Section 10.01 of this lease.

**Section 10.04 – Partial Invalidity:** If any provision of this lease is held by a court of competent jurisdiction to be either invalid, void or unenforceable, the remaining provisions of this lease shall remain in full force and effect unimpaired by the holding.

**Section 10.05 – Sole and Only Agreement/Modification:** This instrument constitutes the sole and only agreement between Lessor and Lessee respecting the Premises, the leasing of the Premises to Lessee, or the lease term created under this lease; and correctly sets forth the obligations of Lessor and Lessee to each other as of its date. Any agreements or representations respecting the Premises or their leasing by Lessor to Lessee not expressly set forth in this instrument are null and void.

The terms of this agreement may not be modified by oral agreement. No modification of this agreement shall be valid unless it is in writing and signed by both parties.

**Section 10.06 – Time of Essence:** Time is expressly declared to be of the essence by both parties.

In this lease the neuter gender includes the feminine and masculine; and the singular number includes the plural; and the word "person" includes corporation, partnership, firm, or association wherever the context requires.

The one signing this contract for the Lessee agrees and warrants that he or she has authority to sign for the Lessee.

Section 10.07 – 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.

Section 10.08 – Authority: Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purporting to act.

**IN WITNESS WHEREOF**, County and Lessor have executed this agreement on the day and year set forth below.

Lessor

Date: 5/22/2025


Date: 5/21/2025

Lessee

Date: \_\_\_\_\_

**Rancho Tehama Association**

Signed by:



Rancho Tehama Association President

Signed by:



Rancho Tehama Association Treasurer

**COUNTY OF TEHAMA**

\_\_\_\_\_  
Board of Supervisors, Chairman