MADELINE CLINE
DISTRICT 1
MAUREEN MULHEREN
DISTRICT 2
JOHN HASCHAK
DISTRICT 3
BERNIE NORVELL
DISTRICT 4
TED WILLIAMS
DISTRICT 5

DARCIE ANTLE
CHIEF EXECUTIVE OFFICER
CLERK OF THE BOARD

CHARLOTTE E. SCOTT
COUNTY COUNSEL

MENDOCINO COUNTY
BOARD OF SUPERVISORS AGENDA
REGULAR MEETING
July 29, 2025 - 9:00 AM

Meeting Location(s): 501 Low Gap Road, Room 1070, Ukiah, CA. 95482 (Board Chambers)

Zoom Link: https://mendocinocounty.zoom.us/j/85020486623
Zoom Phone Number (if joining via telephone): 1 669 900 9128 ; Zoom Webinar ID: 850 2048 6623

Listed below are some of the Board of Supervisors Public Engagement options. For streaming options and a complete list of ways to interact with agenda items (or more information on any of these listed) please visit: https://www.mendocinocounty.org/government/board-of-supervisors/public-engagement

Written Comment
- Submit online via the eComment platform at https://mendocino.legistar.com/Calendar.aspx

Verbal Comment
- Speak in person at any physical meeting location when the Chair calls for Public Comment
- Join the Zoom Webinar and use the "raise hand" feature when the Chair calls for Public Comment (if joining via telephone: press *9 to raise your hand, and *6 to unmute yourself when called)
- Leave a voicemail message, up to 3 minutes in length, by calling 707-234-6333

*Note: Voicemail comments will no longer be played back during Open Session, but are immediately available to the full Board of Supervisors upon submittal.

1. OPEN SESSION (PLEDGE OF ALLEGIANCE AND ROLL CALL 9:00 A.M.)

The Mendocino County Board of Supervisors meets concurrently as the Board of Directors of the: In Home Supportive Services Public Authority Governing Board; Mendocino County Air Quality Management District; Mendocino County Public Facilities Corporation; and the Mendocino County Water Agency.

1a) Roll Call

1b) Pledge of Allegiance

2. PUBLIC EXPRESSION

Members of the public are welcome to address the Board on items not listed on the agenda, but within the jurisdiction of the Board of Supervisors. The Board is prohibited by law from taking action on matters not on the agenda.

Individuals wishing to address the Board under Public Expression are welcome to do so via any method listed on the front page of this agenda or on our Public Engagement page, at: https://rb.gy/d3p0

For more information on any of these methods, please call the Mendocino County Clerk of the Board at (707) 463-4441

3. CONSENT CALENDAR

The Consent Calendar is considered routine and non-controversial and will be acted upon by the Board at one time without discussion. Any Board member may request that any item be removed from the Consent Calendar for individual consideration.

See section at the end of this document for the full listing of Consent items.

4. REGULAR CALENDAR

4a) Discussion and Possible Action Including Acceptance of Informational Report(s) from the Assessor/Clerk-Recorder/Registrar of Voters, Auditor-Controller/Treasurer-Tax Collector, District Attorney, Sheriff and Various County Department Heads or Designee(s)
(Sponsor: Executive Office)

Recommended Action:
Accept any informational reports provided by the Assessor/Clerk-Recorder/Registrar of Voters, Auditor-Controller/Treasurer-Tax Collector, District Attorney, Sheriff and Various County Department Heads or Designee(s).

4b) Discussion and Possible Action Including Direction to Staff Regarding Development of an Energy Saving Project Agreement with Ameresco Including 1) County's Desire to Incur Additional Debt through Equipment Financing; 2) How to Prioritize Between Cost Saving Measures and Carbon Reduction Measures; and 3) on the Maximum Capital Contribution to the Project
(Sponsor: Executive Office)

Recommended Action:
Discuss the development of an energy saving project Agreement with Ameresco and provide direction on 1) County's desire to incur additional debt through equipment financing; 2) on how to prioritize between cost saving measures and carbon reduction measures; and 3) on the maximum capital contribution to the project.

Attachments: ESPC Solar Options Slides

4c) Noticed Public Hearing - Discussion and Possible Action Including Adoption of Resolution Vacating the Portion of Wilderness Lodge Road (County Road 320) Within Assessor's Parcel Number 013-520-33 in the Northeast Quarter of the Northwest Quarter of Section 32, Township 22 North, Range 16 West (Branscomb Area) and Finding That Said Road Vacation is Exempt From the California Environmental Quality Act Pursuant to the Categorical and/or Common Sense Exemptions Identified in Sections 15601 and 15312 of the California Environmental Quality Act Guidelines
(Sponsor: Transportation)

Recommended Action:
Adopt Resolution vacating the portion of Wilderness Lodge Road (County Road 320) within Assessor's Parcel Number 013-520-33 in the Northeast Quarter of the Northwest Quarter of Section 32, Township 22 North, Range 16 West (Branscomb Area) and finding that said road vacation is exempt from the California Environmental Quality Act pursuant to the Categorical and/or Common Sense Exemptions identified in Sections 15601 and 15312 of the California Environmental Quality Act guidelines; and authorize Chair to sign same.

Attachments: Resolution 25-136
Resolution
Wilderness Lodge Road Vacation Letter
P&B Wilderness Lodge Memo
Map

4d) Discussion and Possible Action Including Introduction and Waive First Reading of an Ordinance Amending Section 15.04.030 of the Mendocino County Code - Speed Zoning on County Roads, Establishing Maximum Speed Limit(s) Between 25 Miles per Hour (MPH) and 40 MPH on Various Segments of Little River Airport & Albion Ridge Roads, County Roads (CR) 404 Milepost (MP) 0.00 to 5.92 and CR 402 MP 0.00 to 4.00 (Little River - Albion Area)
(Sponsor: Transportation)

Recommended Action:
Introduce and waive first reading of ordinance amending Section 15.04.030 of the Mendocino County Code - Speed Zoning on County Roads, adding paragraph(s) 15.04.030 (B) (41), establishing a 25 miles per hour (MPH) speed limit on Little River Airport Road (CR 404), from milepost 5.00 to milepost 5.92 and deleting from paragraph(s) 15.04.030 (D) (31), from milepost 3.45 to the end of the road at its intersection with Comptche Ukiah Road (CR 223) and adding paragraph(s) 15.04.030 (E) (18 & 19), establishing a 40 miles per hour (MPH) speed limit on Little River Airport Road (CR 404), from milepost 1.85 to milepost 5.00 and on Albion Ridge Road (CR 402), from milepost 1.00 to milepost 4.00 intersection with Middle Ridge Road (Little River - Albion Area).

Attachments: 2025 Speed Limits Ordinance Summary
Ordinance - Clean
Ordinance - Red line
Letter

4e) Discussion and Possible Action Including Introduction and Waive First Reading of an Ordinance Amending Mendocino County Code Chapter 22.17 (Floodplain Ordinance) to Comply with Federal and State Regulations, Including Conformance with the Newly Adopted Flood Insurance Study (FIS) and Flood Insurance Rate Map (FIRM) for Mendocino County
(Sponsor: Planning and Building Services)

Recommended Action:
Introduce and waive first reading of an Ordinance amending Mendocino County Code Chapter 22.17 (Floodplain Ordinance) to comply with Federal and State regulations, including conformance with the newly adopted Flood Insurance Study (FIS) and Floor Insurance Rate Map (FIRM) for Mendocino County.

Attachments:
1. BOS Flood Plain Ordinance Staff Report (FINAL)
2. Att. A - MendocinoCo_CA_19P
3. Att. B - FPO Review - Updated Summary
4. Att. C - Ordinance - FEMA Amendments to 22.17 - FINAL REDLINE
5. Att. D - Ordinance - FEMA Amendments to 22.17 - FINAL CLEAN
6. Att. E - Ordinance Summary

4f) Discussion and Possible Action Including Acceptance of a Report by Library Staff and the Executive Office to Identify Funding Sources and Potential Financing Options for Possible Projects for a Ukiah Branch Expansion; and Direction to Staff to Proceed with the Feasibility Study to Provide the Required Information for Potential Funding of the Ukiah Branch Library
(Sponsor: Library)

Recommended Action:
Accept the report by Library staff and Executive Office to identify funding sources and potential financing options for possible projects for a Ukiah branch expansion; and provide direction to staff to proceed with the feasibility study to provide the required information for potential funding of the Ukiah branch library.

4g) Noticed Public Hearing - Discussion and Possible Action Including Adoption of Resolution Approving an Application for Funding and the Execution of a Grant Agreement and Any Amendments Thereto from the 2023 and/or 2024 Funding Year of the State Community Development Block Grant (CDBG) Program to Utilize Program Income (PI) Award in the Amount of $351,725 for the Laytonville Healthy Start Employment Training Program, Whale Gulch School ADA Pathways Project and the Whale Gulch School Fire Alarms Project
(Sponsor: Executive Office)

Recommended Action:
Adopt Resolution approving an application for funding and the execution of a grant Agreement and any amendments thereto from the 2023 and/or 2024 Funding Year of the State Community Development Block Grant (CDBG) Program to utilize Program Income (PI) award in the Amount of $351,725 for the Laytonville Healthy Start employment training program, Whale Gulch School ADA pathways project and the Whale Gulch School fire alarms project; authorize the Chief Executive Officer to execute the grant Agreement and submit all documents if awarded; and authorize Chair to sign the same.

Attachments: Resolution 25-137
Resolution
Memo.CDBG
Public Notice.CDBG
Laytonville Healthy Start.CDBG Project
MCOE. Fire Alarm.CDBG Project
MCOE.ADA.CDBG Project
RFP 011-25 Scoring.CDBG Projects

4h) Discussion and Possible Action Including Adoption of Budget Cuts in the Amount of $20,500 to the line items to the Board of Supervisors' Budget Including $4,500 from Special Department Expense, $3,500 from Education/Training, $1,500 from Transportation In-County, $6,000 from Travel Out-of-County, $4,000 from Communications, and $1,000 from Office Expense
(Sponsor: Supervisor Haschak)

Recommended Action:
Adopt budget cuts in the amount of $20,500 from the line items to the Board of Supervisors' budget including $4,500 from Special Department Expense, $3,500 from Education/Training, $1,500 from Transportation In-County, $6,000 from Travel Out-of-County, $4,000 from Communications, and $1,000 from Office Expense.

Attachments: Appropriation Form

4i) Discussion and Possible Action Including Direction to the Chair to Work with County Counsel to Return with an Ordinance Amending Mendocino County Code Section 3.04.071 to Reduce the Yearly Base Salary of the Board of Supervisors from $110,715.00 to $103,008.50 and to Eliminate Associated Management Training Benefits and Telecommunication Allowance through the End of Fiscal Year 2025-26
(Sponsor: Supervisor Haschak)

Recommended Action:
Direct Chair to work with County Counsel to return with an Ordinance amending Mendocino County Code section 3.04.071 to reduce the yearly base salary of the Board of Supervisors from $110,715.00 to $103,008.50 and to eliminate associated management training benefits and telecommunication allowance through the end of Fiscal Year 2025-26.

4j) Chief Executive Officer's Report
(Sponsor: Executive Office)

Recommended Action:
Accept the Chief Executive Officer's report.

Attachments: 07-25-25 CEO Report July 2025 - English
07-25-25 CEO Report Julio 2025 - Spanish
07-25-25 Hyperlink to CEO Report July 2025 - English
07-25-25 Hyperlink to CEO Report Julio 2025 - Spanish

4k) Discussion and Possible Action Including Review, Adoption, Amendment, Consideration or Ratification of Legislation Pursuant to the Adopted Legislative Platform
(Sponsor: Executive Office)

Recommended Action:
Provide direction to staff on matters of legislation.

4l) Supervisors' Reports Regarding Board Special Assignments, Standing and Ad Hoc Committee Meetings, and Other Items of General Interest
(Sponsor: Board of Supervisors)

Recommended Action:
Provide direction to staff on matters of legislation.

Attachments: Fourth District Supervisor Report

5. MODIFICATIONS TO AGENDA

Items added to the agenda subsequent to agenda publication, up to 72 hours in advance of the meeting, pursuant to Government Code section 54954.

6. CLOSED SESSION

Any public reports of action taken in the closed session will be made in accordance with Government Code sections 54957.1.

6a) Pursuant to Government Code section 54956.8 - Conference with Real Property Negotiator - Property: Physical Address: 46980 Ocean View Avenue, Gualala, CA and APN: 144-034-24. Agency Negotiators: Darcie Antle, Sara Pierce. Negotiating parties: County of Mendocino and South Coast Fire Protection District. Under Negotiation: Price, terms, and conditions of proposed sale of real property.

6b) Pursuant to Government Code Section 54957.6 - Conference with Labor Negotiator - Agency Negotiators: Darcie Antle and Cherie Johnson; Employee Organization(s): Service Employees' International Union (SEIU) Local 1021, Mendocino County Deputy Sheriffs' Association (DSA), Mendocino County Law Enforcement Management Association (MCLEMA), Mendocino County Management Association, Mendocino County Association of Confidential Employees (MCACE), Mendocino County Department Head Association, Mendocino County Probation Employees' Association (MCPEA)Teamsters Local 856, Mendocino County Public Authority and SEIU Local 2015 (IHSS), Mendocino County Public Attorneys' Association (MCPAA), and Unrepresented

6c) Pursuant to Government Code section 54956.9(d)(1) - Conference with Legal Counsel - Existing Litigation: One Case - Chamise Cubbison v. County of Mendocino, et al., Mendocino County Superior Court, Case No. 23CV01231

6d) Pursuant to Government Code Section 54956.9(d)(2) - Conference with Legal Counsel - Anticipated Litigation: Significant Exposure to Litigation Arising from a Complaint from a Former Employee of the Mendocino County Air Quality Management District: One Case

3. CONSENT CALENDAR - CONTINUED

The Consent Calendar is considered routine and non-controversial and will be acted upon by the Board at one time without discussion. Any Board member may request that any item be removed from the Consent Calendar for individual consideration.

ITEMS RECOMMENDED FOR APPROVAL:

MINUTES

3a) Approval of Minutes of July 8, 2025, Regular Meeting

Recommended Action:
Approve minutes of July 8, 2025, regular meeting.

Attachments: 07-08-25 Minutes

APPOINTMENTS

3b) Approval of Appointments/Reappointments

Recommended Action:
Approve the following appointments/reappointments:
1. Miriam McNamara, Provider Representative, Child Care Planning Council;
2. Denise Gorny, Community Representative, Child Care Planning Council;
3. Joe Smith, Member, Laytonville Municipal Advisory Council; and
4. Miranda Ramos, Fourth District Representative, Mental Health Treatment Act Citizens Oversight Committee.

Attachments: McNamara Application
Gorny Application
Smith Application
Ramos Application

3c) Approval of Recommended Special District Appointments

Recommended Action:
Approve the following appointments:
1. Brigid Reilly, Mendocino County Waterworks District II Board of Directors.

Attachments: Reilly Letter

BOARD OF SUPERVISORS

3d) Adoption of Proclamation in Honor of the 105th Anniversary of the 19th Amendment to the United States Constitution
(Sponsors: Supervisor Cline and Supervisor Mulheren)

Recommended Action:
Adopt Proclamation honoring the 105th Anniversary of the 19th Amendment to the United States Constitution; and authorize Chair to sign same.

Attachments: Proclamation

3e) Adoption of Resolution Pursuant to Caltrans/California Highway Patrol (CHP) Joint Policy Guidelines for Special Events on State Conventional Highways, in Order to Obtain a Caltrans Permit for the Elk Volunteer Fire Department's "Great Day in Elk" Parade, to be Held in Elk, California, on Saturday, August 23, 2025, from 12:00 p.m. to 1:00 p.m.
(Sponsor: Supervisor Williams)

Recommended Action:
Adopt Resolution pursuant to Caltrans/CHP Joint Policy Guidelines for special events on State Conventional Highways in order to obtain a Caltrans permit for the Elk Volunteer Fire Department's "Great Day in Elk" Parade, to be held in Elk, California, on Saturday, August 23, 2025, from 12:00 p.m. to 1:00 p.m.; direct the Clerk of the Board to forward copies of the Resolution to the District Permit Coordinator (Caltrans Eureka), the California Highway Patrol, and the Elk Volunteer Fire Department; and authorize Chair to sign same.

Attachments: Resolution 25-120
Resolution

3f) Adoption of Resolution Granting Permission for the Mendocino County Fair and Apple Show to Hold a Parade on Sunday, September 14, 2025, Between 12:00 p.m. and 1:30 p.m. Along Highway 128 in Boonville
(Sponsor: Supervisor Williams)

Recommended Action:
Adopt Resolution granting permission for the Mendocino County Fair and Apple Show to hold a parade on Sunday, September 14, 2025, between 12:00 p.m. and 1:30 p.m. along Highway 128 in Boonville; authorize the Clerk of the Board to forward copies of the Resolution to the District Permit Coordinator, Caltrans (Eureka), the California Highway Patrol, and the Fair Manager; and authorize Chair to sign same.

Attachments: Resolution 25-121
Resolution

3g) Direction to the Chief Executive Officer (CEO) to Conduct a Five-Year Cost Trend Analysis of Aggregate Legal Services Including Expenditures on Internal and External Counsel; Direction to County Counsel to Provide the CEO with an Operational Overview and Department Utilization Data to Support this Review; Direction to the CEO to Present Findings and Recommendations from this Collaborative Assessment for a Long-Term Legal Services Model that can Best Meet the Future Legal Service Needs through an Effective and Sustainable Service Model; and Authorization to Use Necessary Support Services Within the CEO's Existing Purchasing Authority
(Sponsors: Supervisors Williams and Norvell)

Recommended Action:
Direct the Chief Executive Officer (CEO) to conduct a five-year cost trend analysis of aggregate legal services including expenditures on internal and external counsel; direct County Counsel to provide the CEO with an operational overview and department utilization data to support this review; direct the CEO to present findings and recommendations from this collaborative assessment that can best meet its future legal service needs through an effective and sustainable service model; and authorize the use of necessary support services within the CEO's existing purchasing authority.

3h) Ratification of Letter of Support for Assembly Bill 518 (Ward) - Low-Impact Camping Areas
(Sponsor: Supervisor Haschak)

Recommended Action:
Ratify letter of support for Assembly Bill 518 (Ward) - low-impact camping areas.

Attachments: Letter of Support

3i) Ratification of Letter of Opposition Unless Amended for Assembly Bill 8 (Aguiar-Curry) - Cannabis: Cannabinoids: Industrial Hemp
(Sponsor: Supervisor Haschak)

Recommended Action:
Ratify letter of opposition unless amended for Assembly Bill 8 (Aguiar-Curry) - Cannabis: cannabinoids: industrial hemp.

Attachments: Letter Of Opposition Unless Amended

EXECUTIVE OFFICE

3j) Adoption of Resolution Renewing a Declaration of a Local Emergency Related to Tree Mortality

Recommended Action:
Adopt Resolution renewing a declaration of a Local Emergency related to Tree Mortality; and authorize Chair to sign same.

Attachments: Resolution 25-122
Resolution

3k) Adoption of Resolution Renewing a Declaration of a Local Emergency Related to Climate Change

Recommended Action:
Adopt Resolution renewing a declaration of a Local Emergency related to Climate Change; and authorize Chair to sign same.

Attachments: Resolution 25-123
Resolution

3l) Acceptance of the Essential Services Sales Tax (Measure P) Allocation Method for Third Quarter of Fiscal Year 2024-25, as Proposed by the Mendocino County Fire Districts Association of Elected Officials (Exhibit A); Acceptance of the Mendocino County Camping Transient Occupancy Tax (Measure D) Allocation Method for Third Quarter of Fiscal Year 2024-25, as Proposed by the Mendocino County Fire Chiefs Association (Exhibit B); Acceptance of the Mendocino County Proposition 172 Allocation Method for Third Quarter of Fiscal Year 2024-25, as Proposed by the Mendocino County Fire Chiefs Association (Exhibit C); and Authorization for the Chief Executive Officer or Designee to Negotiate and Enter Into Agreements with Fire Agencies and the Mendocino County Fire Safe Council, Not to Exceed the Amounts Appropriated

Recommended Action:
Accept the Essential Services Sales Tax (Measure P) allocation method for third quarter of Fiscal Year 2024-25, as proposed by the Mendocino County Fire Districts Association of Elected Officials (Exhibit A); accept the Mendocino County Camping Transient Occupancy Tax (Measure D) allocation method for third quarter of Fiscal Year 2024-25, as proposed by the Mendocino County Fire Chiefs Association (Exhibit B); accept the Mendocino County Proposition 172 allocation method for third quarter of Fiscal Year 2024-25, as proposed by the Mendocino County Fire Chiefs Association (Exhibit C); and authorize the Chief Executive Officer or designee to negotiate and enter into Agreements with the Fire Agencies and the Mendocino County Fire Safe Council, not to exceed the amounts appropriated.

Attachments: Exhibit A-MCAFD Meas P FY2024-25 Q3 Allocations-Proposed.pdf
Exhibit B-MCAFD Meas D FY2024-25 Q3 Allocations-Proposed.pdf
Exhibit C-MCAFD Prop 172 FY2024-25 Q3 Allocations-Proposed.pdf

3m) Approval of Agreement with BKF Engineers in the Amount of $470,000, to Provide Consulting Services for the East Ukiah Hills Emergency Evacuation Planning Project, Effective Upon Full Execution through June 30, 2026

Recommended Action:
Approve Agreement with BKF Engineers in the amount of $470,000, to provide consulting services for the East Ukiah Hills Emergency Evacuation Planning Project, effective upon full execution through June 30, 2026; authorize the Chief Executive Officer or designee to sign any future amendments that do not increase the maximum amount; and authorize Chair to sign same.

Attachments: Agreement 25-125

3n) Approval of Agreement with Mendocino County Tourism Commission in the Amount Estimated at $1,100,000, to Promote County Tourism on Behalf of the Mendocino County Business Improvement District, Effective Upon Execution through June 30, 2026

Recommended Action:
Approve Agreement with Mendocino County Tourism Commission in the amount estimated at $1,100,000, to promote County tourism on behalf of the Mendocino County Business Improvement District, effective upon execution through June 30, 2026; and authorize Chair to sign same.

Attachments: Agreement 25-126

3o) Approval of Appropriation Transfer of Funds from Fund 1228, Budget Unit 2811, Line Item 865802-EC300 Operating Transfer Out in the Amount of $51,836.80 for Fiscal Year 2024/25 to Fund 1100, Budget Unit 2070, Line Item 827802 Operating Transfer In, in the Amount of $6,590.79, and to Fund 1100, Budget Unit 2310, Line Item 827802 Operating Transfer In, in the Amount of $44,675.35, and to Fund 1100, Budget Unit 2851, Line Item 827802 Operating Transfer In, in the Amount of $570.66, for Enforcement Costs Incurred for Overtime and Per Diem Funded through SB170 State Funding

Recommended Action:
Approve appropriation transfer of funds from Fund 1228, Budget Unit 2811, Line Item 865802-EC300 Operating Transfer Out in the amount of $51,836.80 for Fiscal Year 2024/25 to Fund 1100, Budget Unit 2070, Line Item 827802 Operating Transfer In, in the amount of $6,590.79, and to Fund 1100, Budget Unit 2310, Line Item 827802 Operating Transfer In, in the amount of $44,675.35, and to Fund 1100, Budget Unit 2851, Line Item 827802 Operating Transfer In, in the amount of $570.66 for enforcement costs incurred for overtime and per diem funded through SB170 State funding; and authorize Chair to sign same.

Attachments: Appropriation Form - Signed

3p) Approval of Appropriation of Funds for the Local Agency Technical Assistance (LATA) Grant Program from the California Public Utilities Corporation (CPUC) for Fiscal Year 2024-25 Fund 1225 Project DR310, Increasing Fund 1225 Line Item DR310-825490 State Other Revenue in the Amount of $221,542.84, and Increasing Fund 1225 Line Item DR310-862189 Professional and Special Services-Other in the Amount of $221,542.84, to Pay Golden State Connect Authority for Fiscal Year 2024-25 LATA Grant Services Using Revenue Received from CPUC in Fiscal Year 2024-25 and Conclude the Current LATA Grant Program

Recommended Action:
Approve appropriation of funds for the Local Agency Technical Assistance (LATA) grant program from the California Public Utilities Corporation (CPUC) for fiscal year 2024-25 fund 1225 project DR310, increasing fund 1225 line item DR310-825490 state other revenue in the amount of $221,542.84, and increasing fund 1225 line item DR310-862189 professional and special services-other in the amount of $221,542.84, to pay Golden State Connect Authority for fiscal year 2024-25 LATA grant services using revenue received from CPUC in fiscal year 2024-25 and conclude the current LATA grant program; and authorize the Chair to sign same.

Attachments: Appropriation Form - Signed

3q) Approval of Agreement (First Amendment to Lease Agreement LS#21-14), Between the County of Mendocino and Abell Masonic Hall Association, Extending Lease by Three Months to December 31, 2025

Recommended Action:
Approve Agreement (first Amendment to Lease Agreement LS#21-14), between the County of Mendocino and Abell Masonic Hall Association, extending the lease by three months to December 31, 2025; and authorize Chair to sign same.

Attachments: Agreement 25-127

3r) Approval of Retroactive Agreement with Magellan Health Services of California, Inc. Employer Services in the Amount of $90,000 for an Agreement Term of July 1, 2025, through June 30, 2026, to Provide an Employee Assistance Program

Recommended Action:
Approve Retroactive Agreement with Magellan Health Services of California, Inc. Employer Services in the amount of $90,000 for an Agreement term of July 1, 2025, through June 30, 2026, to provide an Employee Assistance Program; and authorize Chair to sign same.

Attachments: Agreement 25-128

3s) Authorization to Award and Approval of an Agreement with Solano County Roofing, Incorporated in the Amount of $281,945 for the Willits Library Roof Replacement Project at 390 East Commercial Street in Willits for the Period of Sixty Calendar Days from the Date of Issuance of the Notice to Proceed; and Approval of the Willits Library Roof Replacement Project Plans and Specifications

Recommended Action:
Authorize award and approve Agreement with Solano County Roofing, Incorporated in the amount of $281,945 for the Willits Library Roof Replacement Project at 390 East Commercial Street in Willits for the period of sixty calendar days from the date of issuance of the notice to proceed; Approve the Willits Library Roof Replacement Project plans and specifications; and authorize Chair to sign same.

Attachments: Agreement 25-129
Bid Results Willits Library Reroof

3t) Authorization for the Purchasing Agent or Designee to Establish a Capital Improvement Project to Install an Access Control Card Reader System at the Emergency Operations Center Building in the Amount of $60,000; and Approval of Transfer of Funds From Fund 1100 Org ND 865802 in the Amount of $60,000 to Fund 1201 Org CI 827802 in the Amount of $60,000, and Increase Fund 1201 Org CI 864360 Structures and Improvements, Funds will be Appropriated from 770077 the Designated Reserve from the 2017 Wildfire PG&E Settlement

Recommended Action:
Authorize the Purchasing Agent or designee to establish a capital improvement project to install an access control card reader system at the Emergency Operations Center building at 880 North Bush Street in Ukiah in the amount of $60,000; Approve transfer of funds from Fund 1100 Org ND 865802 in the amount of $60,000 to Fund 1201 Org CI 827802 in the amount of $60,000, and increase fund 1201 Org CI 864360 Structures and Improvements funds will be appropriated from 770077 the Designated Reserve from the 2017 Wildfire PG&E Settlement; and authorize the Chair to sign same.

Attachments: Appropriation Form - Signed

3u) Authorization to Rescind the Following Mendocino County Policies: #4 Travel Reimbursements, #5 General Plan Amendment Schedule, #7 Reimbursements to Attorneys in SSI, SSP Cases, #9 Special Districts, #11 Courthouse Banners, #36 Public Access to County Records, #40 Unfunded Actuarial Liability, #53 COVID-19 Temporary Policy: COVID-19 Advanced Sick Leave Program, and #54 COVID-19 Temporary Policy: Implementation of Families First Coronavirus Response Act (FFCRA)

Recommended Action:
Authorize the following Mendocino County Policies to be rescinded: #4 Travel Reimbursements, #5 General Plan Amendment Schedule, #7 Reimbursements to Attorneys in SSI, SSP Cases, #9 Special Districts, #11 Courthouse Banners, #36 Public Access to County Records, #40 Unfunded Actuarial Liability, #53 COVID-19 Temporary Policy: COVID-19 Advanced Sick Leave Program, and #54 COVID-19 Temporary Policy: Implementation of Families First Coronavirus Response Act (FFCRA).

3v) Ratification of Letter of Support for Assembly Concurrent Resolution 97 (Rogers) - Charlie Barra Memorial Bridge

Recommended Action:
Ratify letter of support for Assembly Concurrent Resolution 97 (Rogers) - Charlie Barra Memorial Bridge.

Attachments: Letter of Support

3w) Ratification of Letter of Support for Assembly Bill 830 (Rogers) - State Highways: Encroachment Permits: Relocating or Removing Encroachments: Public Utility Districts

Recommended Action:
Ratify letter of support for Assembly Bill 830 (Rogers) - state highways: encroachment permits: relocating or removing encroachments: public utility districts.

Attachments: Letter Of Support

AGRICULTURE

3x) Approval of Retroactive First Amendment to BOS Agreement No. 21-181 with California Department of Food and Agriculture (CDFA) Amending Purchasing Agent Agreement No 24-27, Increasing the Amount by $55,190.30 for a New Total Amount of $97,611.30 for Reimbursement of Noxious Weed (Gorse) Removal from the Caspar Community, for the Period of July 1, 2023, through December 31, 2027

Recommended Action:
Approve retroactive amendment to BOS Agreement No. 21-181 with California Department of Food and Agriculture (CDFA) amending Purchasing Agent Agreement No. 24-27, increasing the amount by $55,190.30 for a new total amount of $97,611.30 for reimbursement of Noxious Weed (Gorse) Removal from the Caspar Community for the period of July 1, 2023, through December 31, 2027; and authorize the Chair to sign the same.

Attachments: Agreement 25-140

AUDITOR-CONTROLLER TREASURER-TAX COLLECTOR

3y) Adoption of Two (2) Resolutions Establishing the Proposition 4 Gann Spending Limit Appropriations for the County of Mendocino and Special Districts Governed by the Board of Supervisors for Fiscal Year 2025-26

Recommended Action:
Adopt two (2) Resolutions establishing the Proposition 4 Gann Spending Limit Appropriations for the County of Mendocino and Special Districts governed by the Board of Supervisors for fiscal year 2025-26; and authorize Chair to sign same.

Attachments: Resolution 25-124
Resolution 25-125
Gann Resolution
Lighting Dist Resolution
Gann Limits

3z) Approval of Agreement for the Collection by the County of the 2024 Water System Upgrade and Sustainability Assessment on behalf of the Irish Beach Water District Levied by the Irish Beach Water District, and for the Collection of the 2024 Water System Upgrade and Sustainability Assessment Collection Fee (Yearly Revenue Amount Dependent on the Number of Parcels and Total Charge), Effective Upon Full Execution with Automatic Yearly Renewals Until Either Party Terminates the Agreement

Recommended Action:
Approve Agreement for collection by the County of the 2024 Water System Upgrade and Sustainability Assessment on behalf the Irish Beach Water District levied by the Irish Beach Water District, and for the collection of the 2024 Water System Upgrade and Sustainability Assessment collection fee (yearly revenue amount dependent on the number of parcels and total charge), effective upon full execution with automatic yearly renewals until either party terminates the Agreement; authorize the Chief Executive Officer or designee to sign any future amendments that do not result in a net cost to the County; and authorize Chair to sign same.

Attachments: Agreement 25-130
Irish Beach Resolution 2024-08 2024 Water System Upgrade and Sustainability Assessment

BEHAVIORAL HEALTH AND RECOVERY SERVICES

3aa) Adoption of Resolution Approving Retroactive Performance Agreement No. 25-50138 with the California Department of Health Care Services in the Amount of $0 for the Period of July 1, 2025, through June 30, 2026, for the County to Provide and Arrange for the Provision of Specialty Mental Health Services as Defined in this Intergovernmental Agreement to Medi-Cal Members Residing in Mendocino County Who Meet Applicable Access Criteria

Recommended Action:
Adopt Resolution approving retroactive Performance Agreement No. 25-50138 with the California Department of Health Care Services in the amount of $0 for the period of July 1, 2025, through June 30, 2026, for the County to provide and arrange for the Specialty Mental Health Services as defined in this intergovernmental Agreement to Medi-Cal members residing in Mendocino County who meet the applicable access criteria; authorize the Health Services Director to sign the Agreement and any amendments that do not exceed the annual maximum amount; and authorize Chair to sign same.

Attachments: Resolution 25-126
Resolution
Draft Agreement - California Department of Health Care Services (MHP), $0, 25-26, BHRS Admin

3ab) Approval of Agreement with Adventist Health DBA Adventist Health St Helena and Adventist Health Vallejo in the Amount of $500,000, to Provide Inpatient Psychiatric Treatment Services to Qualified Mendocino County Clients, Effective Upon Signing through June 30, 2026

Recommended Action:
Approve Agreement with Adventist Health dba Adventist Health St Helena and Adventist Health Vallejo in the amount of $500,000 to provide inpatient psychiatric treatment services to qualified Mendocino County clients, effective upon signing through June 30, 2026; authorize the Health Services Director or designee to sign any future amendments to the Agreement that do not affect the annual maximum amount; and authorize Chair to sign same.

Attachments: Agreement 25-131

3ac) Approval of Second Amendment to BOS Agreement No. 24-053 with Crestwood Behavioral Health, Inc. in the Amount of $8,000 for a New Agreement Total of $688,000, to Provide Residential Care to Mendocino County Lanterman-Petris-Short Clients, Effective July 1, 2024, through June 30, 2025

Recommended Action:
Approve second amendment to BOS Agreement No. 24-053 with Crestwood Behavioral Health, Inc. in the amount of $8,000 for a new Agreement total of $688,000, to provide residential care to Mendocino County Lanterman-Petris-Short clients, effective July 1, 2024, through June 30, 2025; authorize the Health Services Director or designee to sign any future amendments that do not increase the annual maximum amount; and authorize Chair to sign same.

Attachments: Agreement 24-053-A2

3ad) Approval of Second Amendment to Agreement No. BOS-24-071 with Willow Glen Care Center in the Amount of $35,000 for a New Agreement Total of $545,000, to Provide Residential Care to Mendocino County Lanterman-Petris-Short Clients, Effective July 1, 2024, through June 30, 2025

Recommended Action:
Approve second amendment to Agreement No. BOS-24-071 with Willow Glen Care Center in the amount of $35,000 for a new Agreement total of $545,000, to provide residential care to Mendocino County Lanterman-Petris-Short clients, effective July 1, 2024, through June 30, 2025; authorize the Health Services Director or designee to sign any future amendments that do not increase the annual maximum amount; and authorize Chair to sign same.

Attachments: Agreement 24-071-A2

3ae) Ratification of Submission of Grant Application for the Board and State of Community Corrections Proposition 47 Grant Program Cohort 5; and Authorization for the Director of Health Services to Execute and Sign the Contract Agreement if Awarded up to the Amount of $2,500,000, Effective October 1, 2025, to June 30, 2029

Recommended Action:
Ratify submission of grant application for the Board and State of Community Corrections Proposition 47 Grant Program Cohort 5; and authorization for the Director of Health Services to execute and sign the contract Agreement if awarded up to the amount of $2,500,000, effective October 1, 2025, to June 30, 2029; and authorize the Health Services Director or designee to sign any amendments that do not increase the maximum amount.

Attachments: Proposition-47-Cohort-5-RFP_-04.11.25

DISTRICT ATTORNEY

3af) Approval of Request to Purchase a Gas-Powered Vehicle for the District Attorney's Office Using Asset Forfeiture Fund 2110-760220, as Hybrid Vehicle is Not Suitable Due to Operational Demands Requiring Extended Range, Higher Performance and Use in Remote Areas

Recommended Action:
Approve request to purchase a gas-powered vehicle for the District Attorney's Office using asset forfeiture fund 2110-760220, as hybrid vehicle is not suitable due to operational demands requiring extended range, higher performance and use in remote areas.

HUMAN RESOURCES

3ag) Adoption of Resolution Amending the Position Allocation Table as Follows: Budget Unit 1920 (Retirement), Add 1.0 FTE, Confidential Retirement Accountant $73,632.00 - $89,502.40/Annually; Delete 1.0 FTE, (Position No. 4747) Confidential Accountant-Auditor II, $73,632.00 - $89,502.40/Annually

Recommended Action:
Adopt Resolution amending the Position Allocation Table as follows: budget unit 1920 (Retirement), add 1.0 FTE, Confidential Retirement Accountant $73,632.00 - $89,502.40/annually; delete 1.0 FTE, (Position No. 4747) Confidential Accountant-Auditor II, $73,632.00 - $89,502.40/annually; and authorize Chair to sign same.

Attachments: Resolution 25-127
Resolution

3ah) Adoption of a Retroactive Resolution Rescinding Resolution No. 18-053, Linking County Counsel Attorney Classification Salaries at Five Percent (5%) Differential Above the Attorney Classifications Represented by the Mendocino County Public Attorneys Association (MCPAA) Bargaining Unit Retroactively Operative to June 25, 2024

Recommended Action:
Adopt Retroactive Resolution rescinding Resolution No. 18-053, linking County Counsel attorney classification salaries at five percent (5%) differential above the attorney classification represented by the Mendocino County Public Attorneys Association (MCPAA) Bargaining Unit, retroactively operative to June 25, 2024; and authorize Chair to sign the same.

Attachments: Resolution 25-128
Resolution

3ai) Approval of Mendocino County Policy Regarding Background Investigation Requirements for Individuals with Access to Federal Tax Information

Recommended Action:
Approve Mendocino County Policy regarding background investigation requirements for individuals with access to Federal Tax information.

Attachments: FTI Final Draft 2025

LIBRARY

3aj) Approval of the Mendocino County Library Collection Development Policy

Recommended Action:
Approve the Mendocino County Library Collection Development Policy.

Attachments: Collection Development Policy

3ak) Approval of Memorandum of Understanding with Round Valley Unified School District to Implement the "Student Success Card" Program to Provide Students with Mendocino County Library Cards Which Gives Free Access to Online Tutoring, Information, and Resources to Help Students Succeed Academically

Recommended Action:
Approve Memorandum of Understanding with Round Valley Unified School District to implement the "Student Success Card" program to provide students with Mendocino County Library cards which gives free access to online tutoring, information, and resources to help students succeed academically; and authorize Chair to sign same.

Attachments: Agreement 25-132

PLANNING AND BUILDING SERVICES

3al) Adoption of a Resolution Approving an Agreement With EMC Planning Group, Inc., in the Amount of $299,283.75 for Environmental Review Services Related to the County's Local Coastal Program (LCP) Update, with a Term through June 30, 2027, and Authorizing the Mendocino County Director of Planning and Building Services to Sign Any and All Amendments to the Agreement that Would Not Increase the Total Cost of the Agreement Beyond $400,000

Recommended Action:
Adopt Resolution approving an Agreement with EMC Planning Group, Inc. in the amount of $299,283.75 for Environmental Review services related to the County's Local Coastal Program (LCP) update, with a term through June 30, 2027, and authorizing the Mendocino County Director of Planning and Building Services to sign any and all amendments to the agreement that would not increase the total of the agreement beyond $400,000; and authorize Chair to sign same.

Attachments: Resolution 25-129
Agreement 25-133
Resolution

3am) Approval of First Amendment to BOS Agreement No. 25-031 between Toshiba America Business Solutions, Inc. (Toshiba) and Mendocino County Planning and Building Services to Increase the Total Contract Amount To $314,721.00; and Amend The Scope Of Work To Include An Additional 181 boxes, for a Total of 656 Boxes, for Document Imaging Services for Backfile Scanning (Off-Site Files) with a Term Ending on June 30, 2026

Recommended Action:
Approve first amendment to BOS Agreement No. 25-031 between Toshiba Business Solutions, Inc (Toshiba) and Mendocino County Planning and Building Services to increase the total contract amount to $314,721; amending the scope of work to include an additional 181 boxes, for a total of 656 boxes, for document imaging services for backfile scanning (off-site files) with a term ending on June 30, 2026; authorize the Planning & Building Services Director to sign any future amendments that do not increase the maximum compensation amount; and authorize the Chair to sign same.

Attachments: Agreement 25-031-A1

3an) Approval of First Amendment to BOS Agreement No. 24-032 With TJKM And Mendocino County Planning and Building Services to Extend the Termination Date from June 30, 2025, to December 31, 2025

Recommended Action:
Approve first amendment to BOS Agreement No. 24-032 with TJKM to extend the termination date from June 30, 2025, to December 31, 2025; and authorize Chair to sign same.

Attachments: Agreement 24-032-A1

PROBATION

3ao) Approval of Agreement with County of Glenn Probation Department to Provide Detention Services for Youth Placed in the Mendocino County Juvenile Hall Effective July 29, 2025, at a Daily Bed Rate of $200 and Reimbursement for Medical Related Expenses, with a Maximum of $250,000 per Fiscal Year

Recommended Action:
Approve Agreement with County of Glenn Probation Department to provide detention services for youth placed in the Mendocino County Juvenile Hall effective July 29, 2025, at a daily bed rate of $200 and reimbursement for medical related expenses, with a maximum amount of $250,000 per fiscal year; authorize the Chief Probation Officer to sign any future amendments which do not increase the total contract amount; and authorize Chair to sign same.

Attachments: Agreement 25-134

PUBLIC HEALTH

3ap) Adoption of Resolution Authorizing the County of Mendocino's Director of Health Services to Sign Fifth Amendment No. 22-10260 A05 to Revenue Agreement No. 22-10260 with the State of California, Department of Public Health, Women, Infants and Children (WIC) Program Division, in the Amount of $59,788 for a Total of $3,518,452, to Provide Nutrition Education for WIC for Federal Fiscal Years 2022-25

Recommended Action:
Adopt Resolution authorizing the County of Mendocino's Director of Health Services to sign fifth Amendment No. 22-10260 A05 to Revenue Agreement No. 22-10260 with the State of California, Department of Public Health, Women, Infants and Children (WIC) Program Division in, the amount of $59,788 for a total of $3,518,452, to provide nutrition education for WIC for federal fiscal years 2022-25; and authorize Chair to sign same.

Attachments: Resolution 25-130
Interim Agreement *22-236-A5
Resolution

3aq) Approval of Retroactive Amendment to BOS Agreement No. 24-102 with MCAVHN (Mendocino County AIDS/Viral Hepatitis Network) Care and Prevention Network, Increasing the Amount by $254,500 for a New Agreement Total of $354,500, to Provide Harm Reduction Services and Needle Exchange Throughout Mendocino County, Effective July 1, 2024, through June 30, 2026

Recommended Action:
Approve retroactive amendment to BOS Agreement No. 24-102 with MCAVHN (Mendocino County AIDS/Viral Hepatitis Network) Care and Prevention Network, increasing the amount by $254,500 for a new total of $354,500 to provide harm reduction services and needle exchange throughout Mendocino County, effective July 1, 2024, through June 30, 2026; authorize the Health Services Director or designee to sign any future amendments that do not increase the maximum amount; and authorize Chair to sign same.

Attachments: Agreement 24-102-A1

SHERIFF-CORONER

3ar) Approval of Retroactive Revenue Agreement with the State of California, Department of State Hospitals in the Amount of $712,282.60 for the Administration of a Jail-Based Competency Treatment (JBCT) Program at the Mendocino County Jail for the Period of July 1, 2025, through June 30, 2026

Recommended Action:
Approve retroactive revenue Agreement with the State of California, Department of State Hospitals in the amount of $712,282.60 for the administration of a Jail-Based Competency Treatment (JBCT) Program at the Mendocino County Jail for the period of July 1, 2025, through June 30, 2026; authorize the Sheriff to sign any future amendments that do not affect the maximum Agreement amount; and authorize Chair to sign same.

Attachments: Agreement 25-135

SOCIAL SERVICES

3as) Approval of Retroactive Agreement with California Department of Social Services, California-Child and Family Services Review in the Amount of $156,519 per Fiscal Year, for a total contract of $782,595, to Provide Case Review and Quality Assurance in Accordance with 45 C.F.R. 1355.34(c) and California Welfare and Institutions Code Section 10601.2(a) for Family and Children's Services, Effective in Fiscal Years 2025/2026 through 2029/2030

Recommended Action:
Approve retroactive Agreement with California Department of Social Services , California-Child and Family Services Review in the amount of $156,519 per fiscal year, for a total contract of $782,595, to provide Case Review and Quality Assurance in accordance with 45 C.F.R. 1355.34(c) and California Welfare and Institutions Code Section 10601.2(a) for Family and Children's Services, effective in fiscal years 2025/2026 through 2029/2030; authorize the Social Services Director or designee to sign any future amendments to the Agreement that do not increase the maximum amount, and authorize the Chair to sign same.

Attachments: Agreement 25-136

3at) Approval of Retroactive Amendment to BOS Agreement No. 24-076 (and Augmentation to Agreement #SS-B24-076) in the Amount of $45,000 with Ford Street Project for a New Agreement Total of $645,000 to Provide Congregate and Non-Congregate Emergency Shelter Services for Individuals and Families with Minor Children Experiencing Homelessness in Mendocino County, Using California Homeless Coordinating and Financing Council Grant Funds for the Homeless Housing, Assistance, and Prevention Program, Effective January 1, 2024 through June 30, 2025

Recommended Action:
Approve retroactive amendment to BOS Agreement No. 24-076 (and Augmentation to Agreement #SS-B24-076) in the amount of $45,000 with Ford Street Project for a new Agreement total of $645,000 to provide congregate and non-congregate emergency shelter services for individuals and families with minor children experiencing homelessness in Mendocino County, using California Homeless Coordinating and Financing Council grant funds for the Homeless Housing, Assistance, and Prevention Program, effective January 1, 2024 through June 30, 2025; authorize the Social Services Director or designee to sign any future amendments that do not increase the maximum amount; and authorize Chair to sign same.

Attachments: Agreement 24-076-A1

3au) Approval of Transfer of Fund 2321 Org AFDC 865802 in the Amount of $5,417,666 to Fund 2321 Org AFDC 827802 in the Amount of $5,417,666 To Ensure Proper Tracking of State MOE for AFDC

Recommended Action:
Approve transfer of fund 2321 Org AFDC 865802 in the amount of $5,417,666 to fund 2321 Org AFDC 827802 in the amount of $5,417,666 to ensure proper tracking of State MOE for AFDC; and authorize Chair to sign same.

Attachments: Appropriation Form - Signed

3av) Approval of Transfer of Funds from Fund 2852 Org WFRA 865802 in the Amount of $614,600.96 and Fund 2862 Org WFRA2011 865802 in the Amount of $262,108.80 to Fund 1100 Org SS 827802 in the Amount of $876,709.76 To Cover Expenditures Due To Lower Than Projected Revenue; and Transfer Fund Balance in the amount of $614,600.96 from Fund 2852 Org WFRA 865802 by $614,600.96 and Transfer Fund Balance in the Amount of $262,108.80 from Fund 2862 Org WFRA2011 865802 by $262,108.80 to Fund 1100 Org SS 827802 for a Total of $876,709.76

Recommended Action:
Approve transfer of fund balance from Fund 2852 Org WFRA 865802 in the Amount of $614,600.96 and Fund 2862 Org WFRA2011 865802 in the Amount of $262,108.80 to cover expenses due to lower than projected revenue; Transfer fund balance in the amount of $614,600.96 from Fund 2852 Org WFRA 865802 by $614,600.96 and transfer fund balance in the amount of $262,108.80 from Fund 2862 Org WFRA2011 865802 by $262,108.80 to Fund 1100 Org SS 827802 for a total of $876,709.76; and authorize Chair to sign same.

Attachments: Appropriation Form - Signed

3aw) Approval of Agreement with California Department of Social Services in the Amount of $0 to Ensure Data Privacy and Security of Social Security Administration, Medi-Cal Eligibility Data System and Applicant Income and Eligibility Verification System Personally Identifiable Information, Effective Upon Execution through September 1, 2028

Recommended Action:
Approve Agreement with California Department of Social Services in the amount of $0 to ensure Data Privacy and Security of Social Security Administration, Medi-Cal Eligibility Data System and Applicant Income and Eligibility Verification System, Effective Upon Execution through September 1, 2028; authorize Social Services Director or designee to sign any future amendments that do not increase the maximum amount; and authorize Chair to sign same.

Attachments: Agreement 25-137

3ax) Approval of Agreement and Annual Renewals of Agreement with Partnership HealthPlan of California, a Per Member Per Month Revenue Contract to Provide Enhanced Care Management services in County of Mendocino, Effective Upon Full Execution with Automatic Yearly Renewals Until Either Party Terminates the Agreement

Recommended Action:
Approve Agreement and annual renewals of Agreement with Partnership HealthPlan of California, a Per Member Per Month Revenue contract to provide Enhanced Care Management services in County of Mendocino, effective upon full execution with automatic yearly renewals until either party terminates the agreement; authorize the Social Services Director or designee to sign any future amendments that do not include costs paid by the County of Mendocino; and authorize Chair to sign same.

Attachments: Interim Agreement *25-138

TRANSPORTATION/SOLID WASTE

3ay) Adoption of Resolution Approving Agreement (Department of Transportation Agreement Number 250025) with GeoLogic Associates, Inc., in the Amount of $323,961, for the Term Beginning Upon Execution of the Agreement through June 30, 2027, for Construction Management and Construction Quality Assurance Services for Closure of the South Coast Landfill, and Authorizing the Director of Transportation to Sign Any and All Amendments to the Agreement Not Exceeding $32,396 (Gualala Area)

Recommended Action:
Adopt Resolution approving Agreement (Department of Transportation Agreement Number 250025) with GeoLogic Associates, Inc., in the amount of $323,961, for the term beginning upon execution of the Agreement through June 30, 2027, for construction management and construction quality assurance services for closure of the South Coast Landfill, and authorizing the Director of Transportation to sign any and all amendments to the Agreement not exceeding $32,396 (Gualala Area); and authorize Chair to sign same.

Attachments: Resolution 25-131
Agreement 25-139
Resolution

3az) Adoption of Resolution Approving First Amendment to BOS Agreement No. 24-057 (Department of Transportation Agreement Number 240006), for Professional Engineering Design Services with GHD, Inc. in the Amount of $245,869, for a New Agreement Total of $5,179,790, for the Redemeyer Road Extension Project, County Road 215A (Ukiah Area)

Recommended Action:
Adopt Resolution approving first amendment to BOS Agreement No. 24-057 (Department of Transportation Agreement Number 240006), for professional engineering design services with GHD, Inc. in the amount of $245,869, for a new Agreement total of $5,179,790, for the Redemeyer Road Extension Project, County Road 215A (Ukiah Area); and authorize Chair to sign same.

Attachments: Resolution 25-132
Agreement 24-057-A1
Resolution

3ba) Adoption of Resolution Approving Second Amendment to BOS Agreement Number 21-085 (Department of Transportation Agreement Number 200041) for Professional Engineering Design Services with Wood Rodgers, Inc. in the Amount of $17,047, for a New Agreement Total of $844,000, and Authorizing an Additional Contingency Amount of $85,000, for the Reynold's Highway Bridge Replacement Project over Outlet Creek, County Road 310, Milepost 4.87 (Willits Area)

Recommended Action:
Adopt Resolution approving second amendment to BOS Agreement Number 21-085 (Department of Transportation Agreement Number 200041) for professional engineering design services with Wood Rodgers, Inc. in the amount of $17,047, for a new Agreement total of $844,000, and authorizing an additional contingency amount of $85,000, for the Reynold's Highway Bridge Replacement Project over Outlet Creek, County Road 310, Milepost 4.87 (Willits Area); and authorize Chair to sign same.

Attachments: Resolution 25-133
Agreement 21-085-A1
Resolution
Letter

3bb) Adoption of Resolution Approving Third Amendment to BOS Agreement No. 22-201 (Department of Transportation Agreement Number 220007), for Professional Engineering Design Services with GHD, Inc. in the Amount of $439,146, for a New Agreement Total of $2,270,000, for the North State Street Intersection Improvements Phase 1 Project, County Road 104 (Ukiah Area)

Recommended Action:
Adopt Resolution approving third amendment to BOS Agreement No. 22-201 (Department of Transportation Agreement Number 220007), for professional engineering design services with GHD, Inc. in the amount of $439,146, for a new agreement total of $2,270,000, for the North State Street Intersection Improvements Phase 1 Project, County Road 104 (Ukiah Area); and authorize Chair to sign same.

Attachments: Resolution 25-134
Agreement 22-201-A2
Resolution

3bc) Adoption of Resolution Authorizing the Director of Transportation or Designee to Accept the State of California Total Maximum Daily Load Compliance Funding in the Amount of $482,211, Execute the Agreement and Any Amendments Thereto, and Sign Any Other Necessary Related Documents on Behalf of Mendocino County for the Fish Rock Road Sediment Reduction Project in the Garcia River Watershed (Boonville Area)

Recommended Action:
Adopt Resolution authorizing the Director of Transportation or designee to accept the State of California Total Maximum Daily Load Compliance Funding in the amount of $482,211, execute the Agreement and any amendments thereto, and sign any other necessary related documents on behalf of Mendocino County for the Fish Rock Road Sediment Reduction Project in the Garcia River Watershed (Boonville Area); and authorize Chair to sign same.

Attachments: Resolution 25-135
Resolution
Letter

ADJOURNMENT

Additional Meeting Information for Interested Parties

For a full list of the latest available options by which to engage with agenda items, please visit https://www.mendocinocounty.org/government/board-of-supervisors/public-engagement

All electronically submitted comment is immediately available to Supervisors, staff, and the general public by clicking this meeting's eComment link at https://mendocino.legistar.com/Calendar.aspx

LIVE WEB STREAMING OF BOARD MEETINGS is available at https://mendocino.legistar.com or visit the Mendocino County YouTube channel. Meetings are also livestreamed from the Mendocino County Facebook page. For technical assistance, please contact the Clerk of the Board at (707) 463-4441. Please reference the departmental website to obtain additional resource information for the Board of Supervisors: www.mendocinocounty.org/bos

The Mendocino County Board of Board of Supervisors complies with the Americans with Disabilities Act (ADA) requirements and upon request, will attempt to reasonably accommodate individuals with disabilities by making meeting material available in appropriate alternative formats (pursuant to Government Code 54953.2). Anyone requiring a reasonable accommodation to participate in a meeting of the Board of Supervisors or Affiliate Meeting Body should contact the Mendocino County Clerk of the Boards Office at (707) 463-4441, not less than 48 hours prior to the meeting.

Thank you for your interest in the proceedings of the Mendocino County Board of Supervisors.

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 4a)

To: BOARD OF SUPERVISORS

From: Executive Office

Meeting Date: July 29, 2025

Department Contact: Varies **Phone:** Varies

Item Type: Regular Agenda **Time Allocated for Item**: 15 Minutes

Agenda Title:
Discussion and Possible Action Including Acceptance of Informational Report(s) from the Assessor/Clerk-Recorder/Registrar of Voters, Auditor-Controller/Treasurer-Tax Collector, District Attorney, Sheriff and Various County Department Heads or Designee(s)
(Sponsor: Executive Office)

Recommended Action/Motion:
Accept any informational reports provided by the Assessor/Clerk-Recorder/Registrar of Voters, Auditor-Controller/Treasurer-Tax Collector, District Attorney, Sheriff and Various County Department Heads or Designee(s).

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk Final Status: **No Action Taken**
Date: July 29, 2025

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 4b)

To: BOARD OF SUPERVISORS

From: Executive Office

Meeting Date: July 29, 2025

Department Contact:	Sara Pierce	**Phone:**	707-463-4441
Department Contact:	Doug Anderson	**Phone:**	707-264-6054

Item Type: Regular Agenda **Time Allocated for Item**: 30 Minutes

Agenda Title:
Discussion and Possible Action Including Direction to Staff Regarding Development of an Energy Saving Project Agreement with Ameresco Including 1) County's Desire to Incur Additional Debt through Equipment Financing; 2) How to Prioritize Between Cost Saving Measures and Carbon Reduction Measures; and 3) on the Maximum Capital Contribution to the Project
(Sponsor: Executive Office)

Recommended Action/Motion:
Discuss the development of an energy saving project Agreement with Ameresco and provide direction on 1) County's desire to incur additional debt through equipment financing; 2) on how to prioritize between cost saving measures and carbon reduction measures; and 3) on the maximum capital contribution to the project.

Previous Board/Board Committee Actions:
During the August 3, 2021, Board of Supervisors General Meeting the Mendocino County Board of Supervisors signed Resolution No. 21-117 declaring its intent to reduce and eliminate the carbon footprint of buildings and operations of the County of Mendocino, with an initial investment of at least $2,000,000. Among the resolutions was direction to staff to leverage this investment with grants and low interest financing resources.

During the July 25, 2023, Board of Supervisors meeting the Board of Supervisors accepted the proposed Carbon Footprint Reduction Priority Plan and approved the priority projects identified for funding with the Carbon Reduction Funds in the amount of $1,000,000.

During the September 10, 2024, Board of Supervisors Meeting, the Board of Supervisors awarded the ESCO Request for Proposals to Ameresco and approved a Project Development Agreement (PDA) with Ameresco to complete Investment Grade Audits for the development of Energy Savings Projects at selected County facilities.

During the December 17, 2024 Board of Supervisors Meeting the Board of Supervisors expressed support for the Willits Library project and directed staff to proceed the Metal Roof option and include the solar component, while requesting additional information and options for the Battery Energy Storage System (BESS) component.

Item #: 4b)

On April 22, 2025, The Board of Supervisors provided direction to proceed with the Willits Library project in phases beginning with the roof replacement as required by California Public Contract Code and to bring back the solar and battery options for future direction.

Summary of Request:
Independent of the Willits Library project, Ameresco completed an energy audit with findings that show new solar projects present the most attractive options for return on investments. While lighting projects generally provide positive energy savings, County staff have already made some progress in converting to LED lamps and using less lighting, reducing the net benefit to lighting retrofit projects. Similarly, heat pump conversions for heating, cooling and hot water would have significant carbon reduction benefits, however, the financial pay back is limited to non-existent at this time due to the low cost of natural gas compared to electricity for heating.

Prior to moving forward with detailed project development, County staff and Ameresco are seeking board direction on the possible use of equipment financing to leverage the current commitment of $1,000,000 in carbon reduction funding to develop a more comprehensive solar footprint at County facilities. Solar installations will provide energy that directly offsets the County's utility cost for energy, providing actual savings that can be used to offset the project and financing costs, while also providing major carbon reduction benefits by reducing overall energy usage. Without such financing, the project scope will be limited to the carbon reduction funds from the PG&E Settlement currently available. **Please provide parameters for County's desire to incur debt through equipment financing for the project.**

Please note: The County's efforts to reduce carbon and increase consumption of clean energy, may allow the County to qualify for Clean Electricity Investment Tax Credits (ITCs). The ITCs were initially introduced as part of the 2022 Inflation Reduction Act and provided incentive paybacks for investments in clean energy technologies like solar, wind, geothermal, and battery storage. The parameters around ITCs have become more stringent with the passage of the Big Beautiful Bill. Ameresco is analyzing the impacts of the changes introduced and will have additional information over the next several months. The County's ability to utilize the tax credits would allow for a larger project and potentially reduce the need for financing.

In order to meet the required findings of Government Code 4217.12 (GC 4217.12) the project has to show that the energy cost savings will offset the project cost. Solar measures provide the best payback time and cost savings for this purpose. Including non-energy saving measures, such as electrification measures, greatly impact the pay back and cost savings. While electrification measures, like converting conventional gas water heaters or gas fired HVAC units to heat pumps provide the greatest carbon reduction benefits, these measures also have significant upfront costs, and will have an impact on an overall project, potentially making the project ineligible under GC 4217.12. **Please provide direction on the inclusion of electrification measures in the energy saving project.**

The initial funding for the Carbon Reduction set-aside in 2021 from the PG&E Disaster Settlement funds was $2,000,000; to date approximately $420,000 has already been directed to Electric Vehicle (EV) charging and other projects leaving a maximum of $1,580,000 in carbon reduction funding. So far $1,000,000 of that has been approved as the capital contribution for these energy savings measures. **Please provide direction on the maximum level of PG&E Disaster Settlement funding that can be directed to the project.**

Alternative Action/Motion:
Provide direction to staff.

Strategic Plan Priority Designation: An Effective County Government

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: PG&E Settlement funds and potential equipment financing
current f/y cost: Not yet identified
budget clarification: N/A
annual recurring cost: Not yet identified
budgeted in current f/y (if no, please describe): No
revenue agreement: No

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: N/A

CEO Liaison: Darcie Antle, CEO

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk
Date: July 29, 2025

Final Status: **Direction Given to Staff**

Proposed Energy Savings Performance Contract

Guaranteed Savings | Infrastructure Upgrades | Carbon Reduction

July 2025



AMERESCO

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About Ameresco

Ameresco (NYSE:AMRC) is a leading energy solutions provider dedicated to helping customers navigate the global energy transition.

Founded in 2000 | Public in 2010

Full-Service Energy Partner

Addressing cost savings, infrastructure upgrades, energy resiliency and reliability, decarbonization to net zero, and more.

Comprehensive Portfolio

Objective approach and in-house technical expertise deliver solutions tailored to meet the unique needs of each customer.

Customer Driven

Federal Government, Public Sector, Utilities, K-12 Schools, Higher Education, Healthcare, Commercial & Industrial, Data Centers, Public & Community Housing, Transportation.



$16+ Billion in energy solutions delivered since company inception



5+ GWe of renewable energy resources contracted or managed (solar, BESS, wind, biogas, RNG, operations & maintenance, etc.)



1,500+ Employees throughout North America and Europe



50+ Offices providing local expertise in markets served



Embracing **innovation** through tailored projects aligned to customers goals



Committed to reduce our customers' carbon footprints by a cumulative **500 million metric tons by 2050**

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General Findings

- Lighting retrofits are not included due to the County's prior efforts in reduction and conservation.
- Solar parking structure projects, whether single or multiple sites, provide the greatest project return on investment.
- Heat Pump Water Heaters (HPWH) have the largest carbon reduction but may not result in cost savings due to the low cost of natural gas.
  - HPWHs are only 1% of project cost in the Option 1 project scope.
- The Administration Center was suggested as the single solar parking structure site due to payback.
  - Sheriff parking lot and Yokayo parking lots all have similar costs and would be comparable alternatives.

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Option 1: $4.9m

PV and HPWH - Exclude Willits Library, 1M Capital Contribution, No ITC

Building	Solar	HPWH
Admin Center/Planning Bldg	X	
Sheriff Training Facility	X	
Jail 1		X
Jail 2		X
General Services Agency	X	
Social Services - South Yokayo	X	
Children & Family Services	X	

Solar kW

- Admin Center/Planning Building 182.4 kW-DC
- Sheriff Training Facility 184.8 kW-DC
- General Services 36 kW-DC
- Social Services - South Yokayo 182.4 kW-DC
- Children & Family Services 156 kW-DC

- ~1% of project cost is HPWHs, remainder is solar
- Net savings $8.14 million over 25 years

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Option 1: $4.9m – (*Net Savings* ***$8.14 million over 25 years***)

PV and HPWH - Exclude Willits Library, 1M Capital Contribution, No ITC

YR	Principal	Interest	Payment	Balance	Guaranteed Energy Savings	Operating and Maint. (O&M) Savings	Rebates	Total Savings	M & V	Asset Planner Software Suite	O&M	Net Savings	Cumulative Cost/Savings
0													
	$1,000,000	$55,755	$1,055,755	$3,901,545								-$1,055,755	-$1,055,755
1	$318,420	$44,868	$363,288	$3,583,125	$267,635	$0	$13,624	$281,259	-$17,009	-$2,997	-$25,956	-$127,991	-$1,183,746
2	$202,047	$161,241	$363,288	$3,381,078	$285,031	$0	$0	$285,031	-$17,519	-$3,087	-$26,735	-$125,598	-$1,309,344
3	$211,139	$152,149	$363,288	$3,169,939	$303,558	$0	$0	$303,558	-$18,045	-$3,180	-$27,537	-$108,491	-$1,417,835
4	$220,640	$142,647	$363,288	$2,949,298	$323,289	$0	$0	$323,289	-$18,586	-$3,275	-$28,363	-$90,223	-$1,508,057
5	$230,569	$132,718	$363,288	$2,718,729	$344,303	$0	$0	$344,303	-$19,144	-$3,374	-$29,214	-$70,715	-$1,578,773
6	$240,945	$122,343	$363,288	$2,477,784	$366,683	$0	$0	$366,683	-$19,718	-$3,475	-$30,090	-$49,888	-$1,628,660
7	$251,787	$111,500	$363,288	$2,225,997	$390,517	$0	$0	$390,517	-$20,310	-$3,579	-$30,993	-$27,652	-$1,656,312
8	$263,118	$100,170	$363,288	$1,962,879	$415,901	$0	$0	$415,901	-$20,919	-$3,686	-$31,923	-$3,915	-$1,660,227
9	$274,958	$88,330	$363,288	$1,687,921	$442,934	$0	$0	$442,934	-$21,546	-$3,797	-$32,880	$21,423	-$1,638,804
10	$287,331	$75,956	$363,288	$1,400,589	$471,725	$0	$0	$471,725	-$22,193	-$3,911	-$33,867	$48,467	-$1,590,337
11	$300,261	$63,027	$363,288	$1,100,328	$502,387	$0	$0	$502,387	-$22,859	-$4,028	-$34,883	$77,330	-$1,513,006
12	$313,773	$49,515	$363,288	$786,555	$535,042	$0	$0	$535,042	-$23,544	-$4,149	-$35,929	$108,132	-$1,404,874
13	$327,893	$35,395	$363,288	$458,662	$569,820	$0	$0	$569,820	-$24,251	-$4,273	-$37,007	$141,001	-$1,263,873
14	$342,648	$20,640	$363,288	$116,015	$606,858	$0	$0	$606,858	-$24,978	-$4,402	-$38,117	$176,074	-$1,087,799
15	$116,015	$5,221	$121,235	$0	$646,304	$0	$0	$646,304	-$25,727	-$4,534	-$39,261	$455,547	-$632,252
16	$0		$0	$0	$688,314	$0	$0	$688,314	$0	-$4,670	-$40,439	$643,206	$10,954
17	$0		$0	$0	$733,054	$0	$0	$733,054	$0	-$4,810	-$41,652	$686,593	$697,546
18	$0		$0	$0	$780,703	$0	$0	$780,703	$0	-$4,954	-$42,901	$732,848	$1,430,394
19	$0		$0	$0	$831,449	$0	$0	$831,449	$0	-$5,103	-$44,188	$782,158	$2,212,552
20	$0		$0	$0	$885,493	$0	$0	$885,493	$0	-$5,256	-$45,514	$834,723	$3,047,275
21	$0		$0	$0	$943,050	$0	$0	$943,050	$0	-$5,414	-$46,879	$890,757	$3,938,032
22	$0		$0	$0	$1,004,348	$0	$0	$1,004,348	$0	-$5,576	-$48,286	$950,486	$4,888,518
23	$0		$0	$0	$1,069,631	$0	$0	$1,069,631	$0	-$5,743	-$49,734	$1,014,153	$5,902,671
24	$0		$0	$0	$1,139,157	$0	$0	$1,139,157	$0	-$5,916	-$51,226	$1,082,015	$6,984,686
25	$0		$0	$0	$1,213,202	$0	$0	$1,213,202	$0	-$6,093	-$52,763	$1,154,346	**$8,139,032**
Total	**$4,901,545**	**$1,361,473**	**$6,263,018**		**$15,760,390**	**$0**	**$13,624**	**$15,774,014**	**-$316,347**	**-$109,281**	**-$946,337**	**$8,139,032**	

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Option 2: $1.52m

1.5M Cash Option, Solar Only with No ITC

Building	Lighting Retrofit	Solar	HPWH
Admin Center/Planning Bldg		X	

- No financing
- Single solar site
- Net savings $1.99 million over 25 years

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Option 2: $1.52m – (*Net Savings **$1.99 million over 25 years***)

1.5M Cash Option, Solar Only with No ITC

YR	Principal	Payment	Balance	Guaranteed Energy Savings	Operating and Maint. (O&M) Savings	RECs and Incentives	Total Savings	M & V	Asset Planner Software Suite	O&M	Net Savings	Cumulative Cost/Savings
0	$0											
	$0	$ -	$1,516,067									
1	$1,516,067	$1,516,067	$0	$66,506	$0	$0	$66,506	-$8,466	-$641	-$6,384	-$1,465,052	-$1,465,052
2	$0	$0	$0	$70,829	$0	$0	$70,829	-$8,720	-$660	-$6,576	$54,873	-$1,410,179
3	$0	$0	$0	$75,433	$0	$0	$75,433	-$8,982	-$680	-$6,773	$58,998	-$1,351,181
4	$0	$0	$0	$80,336	$0	$0	$80,336	-$9,251	-$700	-$6,976	$63,408	-$1,287,772
5	$0	$0	$0	$85,558	$0	$0	$85,558	-$9,529	-$721	-$7,185	$68,123	-$1,219,650
6	$0	$0	$0	$91,119	$0	$0	$91,119	-$9,815	-$743	-$7,401	$73,161	-$1,146,489
7	$0	$0	$0	$97,042	$0	$0	$97,042	-$10,109	-$765	-$7,623	$78,545	-$1,067,944
8	$0	$0	$0	$103,349	$0	$0	$103,349	-$10,412	-$788	-$7,852	$84,297	-$983,647
9	$0	$0	$0	$110,067	$0	$0	$110,067	-$10,725	-$812	-$8,087	$90,444	-$893,203
10	$0	$0	$0	$117,221	$0	$0	$117,221	-$11,046	-$836	-$8,330	$97,009	-$796,194
11	$0	$0	$0	$124,841	$0	$0	$124,841	-$11,378	-$861	-$8,580	$104,022	-$692,172
12	$0	$0	$0	$132,955	$0	$0	$132,955	-$11,719	-$887	-$8,837	$111,512	-$580,659
13	$0	$0	$0	$141,597	$0	$0	$141,597	-$12,071	-$913	-$9,102	$119,511	-$461,148
14	$0	$0	$0	$150,801	$0	$0	$150,801	-$12,433	-$941	-$9,375	$128,052	-$333,096
15	$0	$0	$0	$160,603	$0	$0	$160,603	-$12,806	-$969	-$9,656	$137,172	-$195,923
16	$0	$0	$0	$171,043	$0	$0	$171,043	$0	-$998	-$9,946	$160,098	-$35,825
17	$0	$0	$0	$182,160	$0	$0	$182,160	$0	-$1,028	-$10,244	$170,888	$135,063
18	$0	$0	$0	$194,001	$0	$0	$194,001	$0	-$1,059	-$10,552	$182,390	$317,453
19	$0	$0	$0	$206,611	$0	$0	$206,611	$0	-$1,091	-$10,868	$194,652	$512,105
20	$0	$0	$0	$220,041	$0	$0	$220,041	$0	-$1,123	-$11,194	$207,723	$719,827
21	$0	$0	$0	$234,343	$0	$0	$234,343	$0	-$1,157	-$11,530	$221,656	$941,483
22	$0	$0	$0	$249,576	$0	$0	$249,576	$0	-$1,192	-$11,876	$236,508	$1,177,991
23	$0	$0	$0	$265,798	$0	$0	$265,798	$0	-$1,228	-$12,232	$252,338	$1,430,329
24	$0	$0	$0	$283,075	$0	$0	$283,075	$0	-$1,264	-$12,599	$269,211	$1,699,540
25	$0	$0	$0	$301,475	$0	$0	$301,475	$0	-$1,302	-$12,977	$287,195	**$1,986,735**
Total	**$1,516,067**	**$1,516,067**	**$0**	**$3,916,379**	**$0**	**$0**	**$3,916,379**	**-$157,462**	**-$23,360**	**-$232,756**	**$1,986,735**	

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Thank You!

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Mendocino County
Board of Supervisors
Agenda Summary

Item #: 4c)

To: BOARD OF SUPERVISORS

From: Transportation

Meeting Date: July 29, 2025

Department Contact:	Howard Dashiell	**Phone:**	707-463-4363
Department Contact:	Jason Wise	**Phone:**	707-463-4363

Item Type: Regular Agenda **Time Allocated for Item**: 15 Minutes

Agenda Title:
Noticed Public Hearing - Discussion and Possible Action Including Adoption of Resolution Vacating the Portion of Wilderness Lodge Road (County Road 320) Within Assessor's Parcel Number 013-520-33 in the Northeast Quarter of the Northwest Quarter of Section 32, Township 22 North, Range 16 West (Branscomb Area) and Finding That Said Road Vacation is Exempt From the California Environmental Quality Act Pursuant to the Categorical and/or Common Sense Exemptions Identified in Sections 15601 and 15312 of the California Environmental Quality Act Guidelines
(Sponsor: Transportation)

Recommended Action/Motion:
Adopt Resolution vacating the portion of Wilderness Lodge Road (County Road 320) within Assessor's Parcel Number 013-520-33 in the Northeast Quarter of the Northwest Quarter of Section 32, Township 22 North, Range 16 West (Branscomb Area) and finding that said road vacation is exempt from the California Environmental Quality Act pursuant to the Categorical and/or Common Sense Exemptions identified in Sections 15601 and 15312 of the California Environmental Quality Act guidelines; and authorize Chair to sign same.

Previous Board/Board Committee Actions:
None.

Summary of Request:
The Angelo Coast Range Reserve is requesting the County to vacate the County right-of-way for Wilderness Lodge Road (County Road 320) where it passes through their property. The section of road to be vacated rests entirely within a parcel owned by Angelo Coast Range Reserve and will not change access to any property not owned by the reserve. There is a gate on the Angelo reserve where the County road ends, and that gate will be moved to the new end of the County road, at the edge of the Angelo Coast Range Reserve.

Alternative Action/Motion:
Postpone the public hearing and decline to vacate the road and provide direction to staff.

Strategic Plan Priority Designation: An Effective County Government

Supervisorial District: District 4

Item #: 4c)

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: N/A
current f/y cost: N/A
budget clarification: N/A
annual recurring cost: N/A
budgeted in current f/y (if no, please describe): N/A
revenue agreement: N/A

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Steve Dunnicliff, Deputy CEO

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk
Date: July 29, 2025

Final Status: **Adopted**
Executed Item Type: Resolution
Number: 25-136

RESOLUTION NO. 25-136

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS VACATING THE PORTION OF WILDERNESS LODGE ROAD (COUNTY ROAD 320) WITHIN ASSESSOR'S PARCEL NUMBER 013-520-33 IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 22 NORTH, RANGE 16 WEST (BRANSCOMB AREA) AND FINDING THAT SAID ROAD VACATION IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO THE CATEGORICAL AND/OR COMMON SENSE EXEMPTIONS IDENTIFIED IN SECTIONS 15061 AND 15312 OF THE CEQA GUIDELINES

WHEREAS, the authority for the vacation of County Roads is Chapter 3 of Part 3 of Division of the California Streets and Highways Code (Section 8320, et seq.); and

WHEREAS, by Resolution Number (No.) 84-199, the Mendocino County Board of Supervisors (Board) established and set forth procedures, pursuant to provisions of the California Streets and Highways Code, for the vacation of County Highways; and

WHEREAS, Streets and Highways Code Section 8324 provides that, upon proper notice and hearing, the Board may vacate roads that are unnecessary for present or prospective public use; and

WHEREAS, the Board has considered said Road Vacation request and County staff memoranda related thereto; and

WHEREAS, the Mendocino County Department of Transportation (**MCDOT**) has complied with the notice requirements established by California Streets and Highways Code Sections 8322 and 8324; and

WHEREAS, in accordance with the applicable provisions of law, the Board held a public hearing regarding this matter on July 29, 2025, at which time the Board heard and received all relevant testimony and evidence presented orally or in writing regarding this matter, and all interested parties were given an opportunity to hear and be heard regarding this matter; and

WHEREAS, Wilderness Lodge Road (CR 320) (**Road**) is a County-owned road that ends within Mendocino County Assessor's Parcel Number 013-520-33 (**Parcel**); and

WHEREAS, the Parcel is part of the Angelo Coast Range Reserve (**Reserve**), which is owned and operated by the Regents of the University of California, a public entity, as part of the University of California's Natural Reserve System; and

WHEREAS, the Parcel is not located within an area of statewide concern as identified in Section 15206 of Title 14 of the California Code of Regulations; and

WHEREAS, the Reserve has asked the County to vacate the portion of the Road that lies within the confines of the Parcel, and has agreed to assume responsibility for the maintenance of this segment of the Road; and

WHEREAS, the Road does not continue as a public road beyond the Parcel, does not provide public access to any other public roads and/or rights-of-way beyond the Parcel, and does not provide access to any publicly accessible recreational facilities and/or lands beyond the Parcel; and

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WHEREAS, the Road is currently gated at the end of the County-maintained road and this road vacation will only move the gate to the edge of the Reserve property, and will not extinguish any public or private easements or otherwise restrict or sever the access of those who use the Road to access Property beyond the Reserve; and

WHEREAS, the vacation of the portion of Wilderness Lodge Road that lies in the Parcel would serve the public benefits of eliminating the County's requirement to maintain this portion of Wilderness Lodge Road and eliminating the County's liability for any future injuries arising from the maintenance and/or conditions of this portion of Wilderness Lodge Road; without injuring public access to public recreational areas.

NOW THEREFORE, BE IT RESOLVED by the Mendocino County Board of Supervisors (**Board**), based on all of the evidence in the record before it, as follows:

1. The portion of Wilderness Lodge Road (County Road (CR) 320) (**Road**) to be vacated is described as follows:
   The portion of Wilderness Lodge Road (CR 320) that lies within the parcel boundaries of the Angelo Coast Range Reserve (**Reserve**) as described in Exhibit A (**Parcel**):

   EXCEPTING AND RESERVING therefrom, under the authority of California Streets and Highways Code Sections 8340 and 8341, an easement and right, at any time or from time to time, upon, over, and across the herein-described portion of Wilderness Lodge Road (CR 320), to be vacated, and pursuant to any existing franchise or renewals thereof, for utilities, facilities, and appurtenances thereto installed within said portion of Wilderness Lodge Road, for use by public utilities facilities that may now exist or may be developed in the future by companies regulated by the California Public Utilities Commission; and the right to construct, maintain, and reconstruct any such facilities mentioned above, and for incidental purposes, including access to protect such facilities from all hazards in, upon, and over the portion of road to be vacated.

   EXCEPTING AND RESERVING therefrom any and all previous ownerships of rights of way that exist for furnishing ingress and egress to and from the portion of the County Road to be vacated.

2. The authority for the vacation of the portion of the Road is Chapter 3 of Part 3 of Division 9 of the California Streets and Highways Code (Section 8320, et seq.).

3. The County of Mendocino has provided all notice required by California Streets and Highways Code Sections 8322 and 8324.

4. The Board hereby determines that vacation of the portion of the Road that falls within the Parcel is categorically exempt from the California Environmental Quality Act (**CEQA**) pursuant to CEQA Guidelines Sections 15061(b)(2) and 15312, inasmuch as said portion of the Road constitutes surplus County property, and said portion of the Road is not located in an area of statewide, regional, or areawide concern identified in Section 15206(b)(4) of the CEQA Guidelines.

5. The Board hereby also determines that the vacation of the portion of the Road within the Parcel is exempt from CEQA pursuant to the "common sense exception" in CEQA Guidelines Section 15061(b)(3). Said determination is based on the Board's inasmuch as there is no reasonable possibility that the vacation will cause a significant effect on the environment. Said finding is based on the fact that the vacation consists of the transfer of ownership of the above-stated portion of Wilderness Lodge Road (CR 320) from the County to another public entity; that the continued use of the Road, once vacated, will be consistent with the current use; and that the transfer will preserve all extant public and private easements that rely on this portion of the Road.

6. Pursuant to Government Code Section 65402 and Streets and Highways Code Section 8313, the Board of Supervisors hereby determines that the vacation of the portion of Wilderness Lodge Road (CR 320) is consistent with the County's General Plan and active Transportation Plan.

7. The portion of Wilderness Lodge Road (CR 320) to be vacated only provides access to privately owned parcels, does not provide access between Branscomb Road and any other public road or thoroughfare, is not in an area intended for future development, and does not provide access to any publicly accessible recreational areas or facilities.

8. The Mendocino County Board of Supervisors hereby finds that the portion of the Road that lies within the Parcel is eligible for vacation because it is unnecessary for present or prospective public use, inasmuch as it lies within property under a single private ownership, does not provide access to any publicly accessible roads, rights-of-way, or recreational facilities and/or lands beyond the Parcel, and because all private and public easements that rely on this portion of the Road will be preserved as a term of the vacation. The Mendocino County Board of Supervisors further finds that vacating this portion of the Road would be publicly beneficial because it would eliminate the County's need to perform further maintenance on this portion of the Road, and because it would reduce or eliminate the County's future liability for any injuries arising from the conditions of this portion of the Road.

9. Pursuant to the requirements of California Streets and Highways Code Sections 8314 and 892, the Mendocino County Board of Supervisors has considered and determined that this portion of the Road is not suitable for nonmotorized travel, because of its short length and lack of access to publicly accessible recreational facilities and/or lands.

10. From and after the date of recordation of this Resolution, the above-described portion of the Road shall be considered vacated and shall no longer constitute a street, highway, or public service easement, except as reserved herein.

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11. The Department of Transportation and the Clerk of the Board are hereby directed to submit this Resolution to the County Assessor-Clerk Recorder for recordation pursuant to the Streets and Highways Code.

The foregoing Resolution introduced by Supervisor Mulheren, seconded by Supervisor Williams, and carried this 29th day of July 2025, by the following vote:

AYES: Supervisors Cline, Mulheren, Haschak, Norvell, and Williams
NOES: None
ABSENT: None

WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

ATTEST: DARCIE ANTLE
Clerk of the Board

Deputy

JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

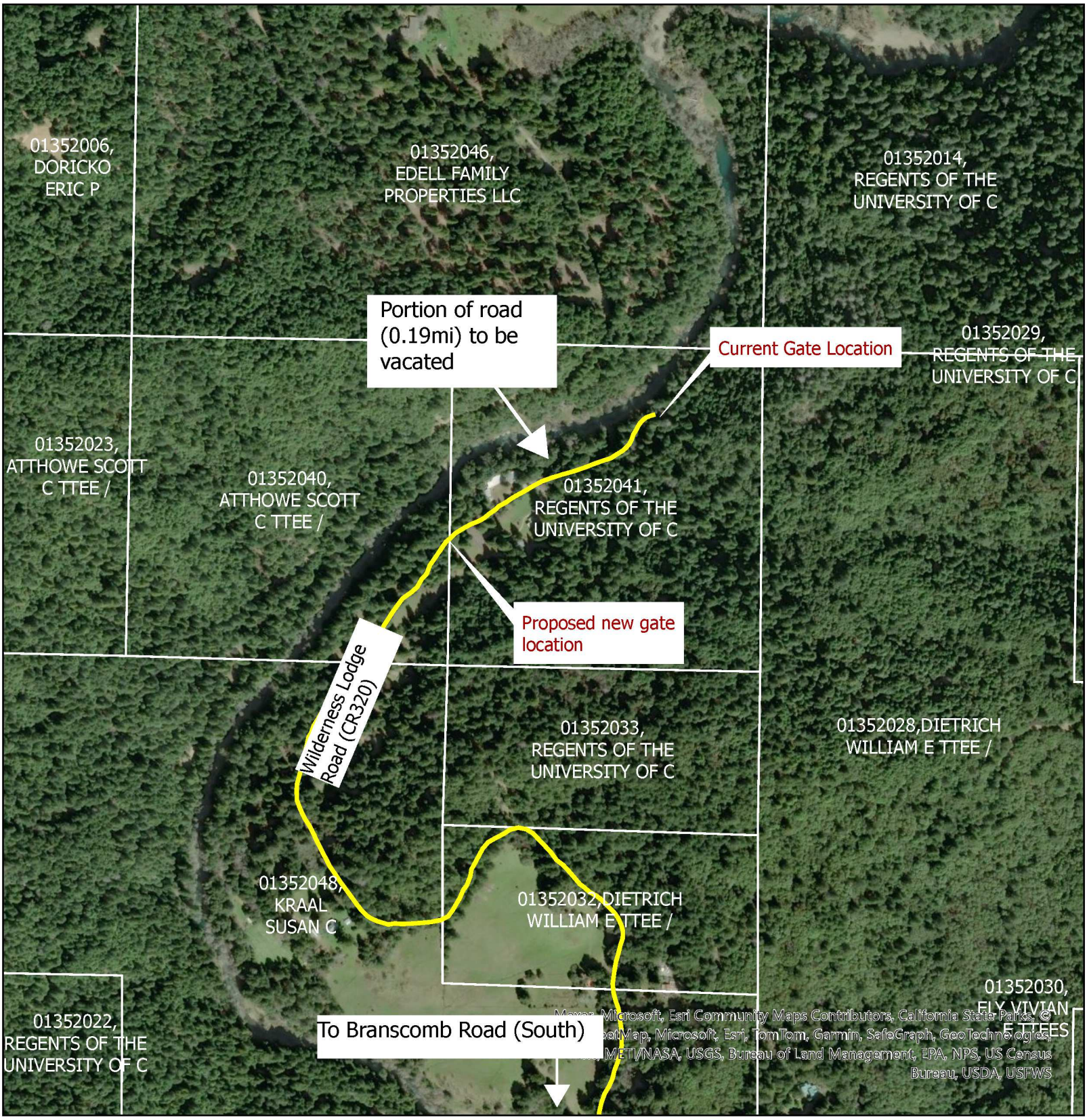
I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

BY: DARCIE ANTLE
Clerk of the Board

Deputy

APPROVED AS TO FORM:
CHARLOTTE E. SCOTT
County Counsel

EXHIBIT A


01352006, DORICKO ERIC P
01352046, EDELL FAMILY PROPERTIES LLC
01352014, REGENTS OF THE UNIVERSITY OF C
Portion of road (0.19mi) to be vacated
Current Gate Location
01352029, REGENTS OF THE UNIVERSITY OF C
01352023, ATTHOWE SCOTT C TTEE /
01352040, ATTHOWE SCOTT C TTEE /
01352041, REGENTS OF THE UNIVERSITY OF C
Proposed new gate location
Wilderness Lodge Road (CR320)
01352033, REGENTS OF THE UNIVERSITY OF C
01352028,DIETRICH WILLIAM E TTEE /
01352048, KRAAL SUSAN C
01352032,DIETRICH WILLIAM E TTEE /
01352030, FLY VIVIAN E TTEES
01352022, REGENTS OF THE UNIVERSITY OF C
To Branscomb Road (South)
Microsoft, Esri Community Maps Contributors, California State Parks, © TomTom, Garmin, SafeGraph, GeoTechnologies, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, USFWS
N
0
0.05
0.1
0.2 Miles

RESOLUTION NO. 25-136

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS VACATING THE PORTION OF WILDERNESS LODGE ROAD (COUNTY ROAD 320) WITHIN ASSESSOR'S PARCEL NUMBER 013-520-33 IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 22 NORTH, RANGE 16 WEST (BRANSCOMB AREA) AND FINDING THAT SAID ROAD VACATION IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO THE CATEGORICAL AND/OR COMMON SENSE EXEMPTIONS IDENTIFIED IN SECTIONS 15061 AND 15312 OF THE CEQA GUIDELINES

WHEREAS, the authority for the vacation of County Roads is Chapter 3 of Part 3 of Division of the California Streets and Highways Code (Section 8320, et seq.); and

WHEREAS, by Resolution Number (No.) 84-199, the Mendocino County Board of Supervisors (Board) established and set forth procedures, pursuant to provisions of the California Streets and Highways Code, for the vacation of County Highways; and

WHEREAS, Streets and Highways Code Section 8324 provides that, upon proper notice and hearing, the Board may vacate roads that are unnecessary for present or prospective public use; and

WHEREAS, the Board has considered said Road Vacation request and County staff memoranda related thereto; and

WHEREAS, the Mendocino County Department of Transportation (**MCDOT**) has complied with the notice requirements established by California Streets and Highways Code Sections 8322 and 8324; and

WHEREAS, in accordance with the applicable provisions of law, the Board held a public hearing regarding this matter on July 29, 2025, at which time the Board heard and received all relevant testimony and evidence presented orally or in writing regarding this matter, and all interested parties were given an opportunity to hear and be heard regarding this matter; and

WHEREAS, Wilderness Lodge Road (CR 320) (**Road**) is a County-owned road that ends within Mendocino County Assessor's Parcel Number 013-520-33 (**Parcel**); and

WHEREAS, the Parcel is part of the Angelo Coast Range Reserve (**Reserve**), which is owned and operated by the Regents of the University of California, a public entity, as part of the University of California's Natural Reserve System; and

WHEREAS, the Parcel is not located within an area of statewide concern as identified in Section 15206 of Title 14 of the California Code of Regulations; and

WHEREAS, the Reserve has asked the County to vacate the portion of the Road that lies within the confines of the Parcel, and has agreed to assume responsibility for the maintenance of this segment of the Road; and

WHEREAS, the Road does not continue as a public road beyond the Parcel, does not provide public access to any other public roads and/or rights-of-way beyond the Parcel, and does not provide access to any publicly accessible recreational facilities and/or lands beyond the Parcel; and

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WHEREAS, the Road is currently gated at the end of the County-maintained road and this road vacation will only move the gate to the edge of the Reserve property, and will not extinguish any public or private easements or otherwise restrict or sever the access of those who use the Road to access Property beyond the Reserve; and

WHEREAS, the vacation of the portion of Wilderness Lodge Road that lies in the Parcel would serve the public benefits of eliminating the County's requirement to maintain this portion of Wilderness Lodge Road and eliminating the County's liability for any future injuries arising from the maintenance and/or conditions of this portion of Wilderness Lodge Road; without injuring public access to public recreational areas.

NOW THEREFORE, BE IT RESOLVED by the Mendocino County Board of Supervisors (**Board**), based on all of the evidence in the record before it, as follows:

1. The portion of Wilderness Lodge Road (County Road (CR) 320) (**Road**) to be vacated is described as follows:
   The portion of Wilderness Lodge Road (CR 320) that lies within the parcel boundaries of the Angelo Coast Range Reserve (**Reserve**) as described in Exhibit A (**Parcel**):

   EXCEPTING AND RESERVING therefrom, under the authority of California Streets and Highways Code Sections 8340 and 8341, an easement and right, at any time or from time to time, upon, over, and across the herein-described portion of Wilderness Lodge Road (CR 320), to be vacated, and pursuant to any existing franchise or renewals thereof, for utilities, facilities, and appurtenances thereto installed within said portion of Wilderness Lodge Road, for use by public utilities facilities that may now exist or may be developed in the future by companies regulated by the California Public Utilities Commission; and the right to construct, maintain, and reconstruct any such facilities mentioned above, and for incidental purposes, including access to protect such facilities from all hazards in, upon, and over the portion of road to be vacated.

   EXCEPTING AND RESERVING therefrom any and all previous ownerships of rights of way that exist for furnishing ingress and egress to and from the portion of the County Road to be vacated.

2. The authority for the vacation of the portion of the Road is Chapter 3 of Part 3 of Division 9 of the California Streets and Highways Code (Section 8320, et seq.).

3. The County of Mendocino has provided all notice required by California Streets and Highways Code Sections 8322 and 8324.

4. The Board hereby determines that vacation of the portion of the Road that falls within the Parcel is categorically exempt from the California Environmental Quality Act (**CEQA**) pursuant to CEQA Guidelines Sections 15061(b)(2) and 15312, inasmuch as said portion of the Road constitutes surplus County property, and said portion of the Road is not located in an area of statewide, regional, or areawide concern identified in Section 15206(b)(4) of the CEQA Guidelines.

5. The Board hereby also determines that the vacation of the portion of the Road within the Parcel is exempt from CEQA pursuant to the "common sense exception" in CEQA Guidelines Section 15061(b)(3). Said determination is based on the Board's inasmuch as there is no reasonable possibility that the vacation will cause a significant effect on the environment. Said finding is based on the fact that the vacation consists of the transfer of ownership of the above-stated portion of Wilderness Lodge Road (CR 320) from the County to another public entity; that the continued use of the Road, once vacated, will be consistent with the current use; and that the transfer will preserve all extant public and private easements that rely on this portion of the Road.

6. Pursuant to Government Code Section 65402 and Streets and Highways Code Section 8313, the Board of Supervisors hereby determines that the vacation of the portion of Wilderness Lodge Road (CR 320) is consistent with the County's General Plan and active Transportation Plan.

7. The portion of Wilderness Lodge Road (CR 320) to be vacated only provides access to privately owned parcels, does not provide access between Branscomb Road and any other public road or thoroughfare, is not in an area intended for future development, and does not provide access to any publicly accessible recreational areas or facilities.

8. The Mendocino County Board of Supervisors hereby finds that the portion of the Road that lies within the Parcel is eligible for vacation because it is unnecessary for present or prospective public use, inasmuch as it lies within property under a single private ownership, does not provide access to any publicly accessible roads, rights-of-way, or recreational facilities and/or lands beyond the Parcel, and because all private and public easements that rely on this portion of the Road will be preserved as a term of the vacation. The Mendocino County Board of Supervisors further finds that vacating this portion of the Road would be publicly beneficial because it would eliminate the County's need to perform further maintenance on this portion of the Road, and because it would reduce or eliminate the County's future liability for any injuries arising from the conditions of this portion of the Road.

9. Pursuant to the requirements of California Streets and Highways Code Sections 8314 and 892, the Mendocino County Board of Supervisors has considered and determined that this portion of the Road is not suitable for nonmotorized travel, because of its short length and lack of access to publicly accessible recreational facilities and/or lands.

10. From and after the date of recordation of this Resolution, the above-described portion of the Road shall be considered vacated and shall no longer constitute a street, highway, or public service easement, except as reserved herein.

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11. The Department of Transportation and the Clerk of the Board are hereby directed to submit this Resolution to the County Assessor-Clerk Recorder for recordation pursuant to the Streets and Highways Code.

The foregoing Resolution introduced by Supervisor Mulheren, seconded by Supervisor Williams, and carried this 29th day of July 2025, by the following vote:

AYES: Supervisors Cline, Mulheren, Haschak, Norvell, and Williams
NOES: None
ABSENT: None

WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

ATTEST: DARCIE ANTLE
Clerk of the Board

_____
Deputy

APPROVED AS TO FORM:
CHARLOTTE E. SCOTT
County Counsel

_____

_____
JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

BY: DARCIE ANTLE
Clerk of the Board

_____
Deputy

Howard N. Dashiell
DIRECTOR OF TRANSPORTATION

Road Commissioner
County Engineer, RCE 42001
County Surveyor, PLS 7148

FUNCTIONS

Administration & Business Services
Airports
Engineering
Land Improvement
Roads and Bridges
Landfills

COUNTY OF MENDOCINO
DEPARTMENT OF TRANSPORTATION
340 LAKE MENDOCINO DRIVE
UKIAH, CALIFORNIA 95482-9432
VOICE (707) 463-4363 FAX (707) 463-5474

July 29, 2025

Mendocino County Board of Supervisors
501 Low Gap Road, Room 1010
Ukiah, CA 95482

RE: NOTICED PUBLIC HEARING - DISCUSSION AND POSSIBLE ACTION INCLUDING ADOPTION OF RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS VACATING THE PORTION OF WILDERNESS LODGE ROAD (COUNTY ROAD 320) WITHIN ASSESSOR'S PARCEL NUMBER 013-520-33 IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 22 NORTH, RANGE 16 WEST (BRANSCOMB AREA) AND FINDING THAT SAID ROAD VACATION IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO THE CATEGORICAL AND/OR COMMON SENSE EXEMPTIONS IDENTIFIED IN SECTIONS 15061 AND 15312 OF THE CEQA GUIDELINES

Honorable Board of Supervisors:

The Director of Transportation has received a request from The Angelo Coast Range Reserve to vacate approximately 0.19 miles of the County right-of-way for Wilderness Lodge Road (Country Road (CR 320). Wilderness Lodge Road runs north off of Branscomb Road, has no outlet, and is unpaved in this area.

State statute and Board policy require a report from the Department of Transportation (DOT) on several aspects of the proposed road vacation, including location of the road to be vacated, whether or not it is part of the County Maintained Road System, DOT's recommendation regarding the proposed vacation action, and any other information DOT deems pertinent to the proceedings. This letter constitutes DOT's report.

There is no deeded ownership by the County, hence a vacation of this road does not involve any transfer or disposal of property; only an elimination of the public easement.

The portion of road to be vacated is entirely contained within a parcel owned by The Angelo Coast Range Reserve, with the new end of the County road being located at the edge of the parcel. This vacation does not qualify for summary vacation because of the presence of utility infrastructure.

As discussed in the attached memorandum from the Department of Planning and Building Services, as proposed, the project would vacate a small portion of the end of Wilderness Lodge Road, more particularly described as all that portion of the publicly maintained portion of Wilderness Lodge Road that lies within the NE¼ of the NW¼ of Section 32, Township 22 North, Range 16 West, Mount Diablo Base and Meridian, consisting of approximately 450 feet, more or less. The proposed vacation meets the standards for a Class 12 Categorical Exemption (Surplus Government Property Sales) under Public Resource Code (PRC) §15312. The Class 12 Categorical Exemption consists of sales of surplus government property except for parcels of land located in an area of statewide, regional, or areawide concern identified in Section 15206(b) of the CEQA Guidelines unless additional findings are made by the Lead Agency. It also meets the requirements to mee the "common sense exception" in CEQA guidelines Section 15061(b)(3), as there is no reasonable possibility that the vacation will cause a significant effect on the environment.

The project does not meet any of the requirements specified in §15206(b) to be considered of statewide or areawide importance, so Staff finds that the exception provided in §15312 may be applied. Therefore, under the authority cited in PRC §21083 and PRC §21084 this project qualifies for a Class 12 Categorical Exemption. Staff has prepared a 'Notice of Exemption' to be filed with the Mendocino County Clerk Recorder. As the project is exempt from CEQA, no filing fee per Fish and Wildlife is required.

Notice of the public hearing was posted at each end of the portion to be vacated on June 20, 2025. Notice was also published in the Ukiah Daily Journal on June 20th and 22nd. Notices were sent to the Angelo Reserve, PG&E, and all locatable property owners that access off of Wilderness Lodge Road past the Reserve. The Clerk of the Board was notified of the Public Hearing on June 11, 2025. No public comments for this vacation were received.

The Department of Transportation's determinations regarding the Road Vacation of a portion of Wilderness Lodge Road are as follows:

1) The Department of Transportation has determined that the portion of Wilderness Lodge Road is adjacent to the petitioner's property only and does not affect other property owners access in the area.
2) All public utilities located in the proposed area to be vacated will retain their rights to their infrastructure.
3) The portion of Wilderness Lodge Road does not lead to any public land or place that the general public has the right to travel.
4) Wilderness Lodge Road does not provide access to any publicly owned or publicly accessible recreational facilities or lands.

5) Wilderness Lodge Road does not lead to or connect with any current or foreseeable future public road other than Branscomb Road.
6) The vacation of Wilderness Lodge Road is consistent with the County's general land use policies, since the area served by Wilderness Lodge Road is not located near any cities, is zoned as forest land and timber production land, has historically been used for timber production, and is not favored for future growth under the general plan.
7) The Department of Transportation has no plans to develop Wilderness Lodge Road, and does not believe that the street serves a necessary public purpose.
8) Vacating Wilderness Lodge Road would serve the public interest by relieving the County of responsibility for maintaining Wilderness Lodge Road, and by reducing or eliminating the County's future tort liability for any injuries arising from conditions on Wilderness Lodge Road.

Because the determinations above indicate that there will be minimal impacts to the surrounding areas, the Department of Transportation supports and recommends the requested road vacation. After consideration of the staff reports, should the Board decide that the evidence supports the requested vacation, we have prepared a resolution for your consideration that will vacate the portion of Wilderness Lodge Road.

Alternatively, if after consideration of the staff reports on the matter, the Board decides that the evidence presented does not support the requested vacation, the Board may deny the petition by Minute Order.

I will, of course, respond to any questions that you may have.

Respectfully submitted,

HOWARD N. DASHIELL
Director of Transportation

Attachments:
(1) Planning and Building Services Staff Analysis
(2) Map depicting roads proposed to be vacated
(3) Draft Resolution of Road Vacation

cc: Julia Krog, Director of Planning and Building Services
R/W File CR 320, Wilderness Lodge Road
Board Correspondence

COUNTY OF MENDOCINO

DEPARTMENT OF PLANNING AND BUILDING SERVICES
860 NORTH BUSH STREET · UKIAH · CALIFORNIA · 95482
120 WEST FIR STREET · FORT BRAGG · CALIFORNIA · 95437

JULIA KROG, DIRECTOR
PHONE: 707-234-6650
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FB PHONE: 707-964-5379
FB FAX: 707-961-2427
pbs@mendocinocounty.gov
www.mendocinocounty.gov

MEMORANDUM

DATE: **June 10, 2025**

TO: Department of Transportation

FROM: Russ Ford, Senior Planner

SUBJECT: **Proposed Partial Vacation of Wilderness Lodge Road (CR 320)**

Established by Resolution Number 84-199, enacted on September 25, 1984, the Mendocino County Board of Supervisors developed procedures to facilitate the request for vacation of a County highway, right-of-way, or public service easement.

Per Resolution No. 84-199, the Mendocino County Department of Planning & Building Services shall do the following:

A) Conduct the environmental studies required by CEQA.
B) Determine whether or not the proposed vacation is consistent with the County General Plan. (California Government Code section 65402(a))
C) Review and make a recommendation as to whether or not the County highway or public service easement proposed to be vacated is useful as a pedestrian, bicycle or equestrian trail.

On June 6, 2025 the Department of Planning & Building Services received a request to review the proposed road vacation of a portion of Wilderness Lodge Road, a publicly maintained road in the Branscomb area of Mendocino County. Wilderness Lodge Road is located 2.5± miles northwest of the community of Branscomb on the north side of Branscomb Road (CR 429), 1.3± miles east of its intersection with Wilderness Ridge Road (private). Wilderness Lodge Road runs north for approximately 1.5 miles before becoming a private road not maintained by the County. Staff analysis as required by Resolution 84-199 is included below.

Environmental Review

As proposed, the project would vacate a small portion of the end of Wilderness Lodge Road, more particularly described as all that portion of the publicly maintained portion of Wilderness Lodge Road that lies within the NE¼ of the NW¼ of Section 32, Township 22 North, Range 16 West, Mount Diablo Base and Meridian, consisting of approximately 450 feet, more or less. The proposed vacation meets the standards for exemption from CEQA review under sections 15061(b)(3) (Common Sense Exemption) and 15312 (Surplus Government Property Sales). The 12 Categorical Exemption consists of sales of surplus government property except for parcels of land located in an area of statewide, regional, or areawide concern identified in Section 15206(b) of the CEQA Guidelines unless additional findings are made by the Lead Agency. The project does not meet any of the requirements specified in §15206(b) to be considered of statewide or areawide importance, so Staff finds that the exception provided in §15312 may be applied. Additionally, PRC §15061(b)(3) provides an exemption from CEQA review where it can be seen with certainty that the activity in question may have a significant effect on the environment. As the proposal is to transfer ownership of a portion of an existing road from public to private control, this exemption would also be applicable. Therefore, under the authority cited in PRC §21083 and

PRC §21084 staff has determined that no additional environmental review is required and a 'Notice of Exemption' has been prepared for filing with the Mendocino County Clerk Recorder. As the project is exempt from CEQA, no filing fee per Fish and Wildlife is required.

General Plan Consistency & Active Transportation Potential

The publicly maintained portion of Wilderness Lodge Road intersects with Branscomb Road and runs north for approximately 1.5 miles before becoming a private road. The remote location of the road and lack of transportation infrastructure severely limit the use of the road for a walking trail, biking trail, or pedestrian access, although public access would remain available for the balance of the County's portion of the road. Staff identified no relevant policies within the Mendocino County General Plan that would apply to this proposed vacation, and the site was not part of those addressed in the Mendocino County Pedestrian Needs Assessment and Engineered Feasibility Study completed in June of 2019. The proposed vacation would not violate any goals or policies within the General Plan.

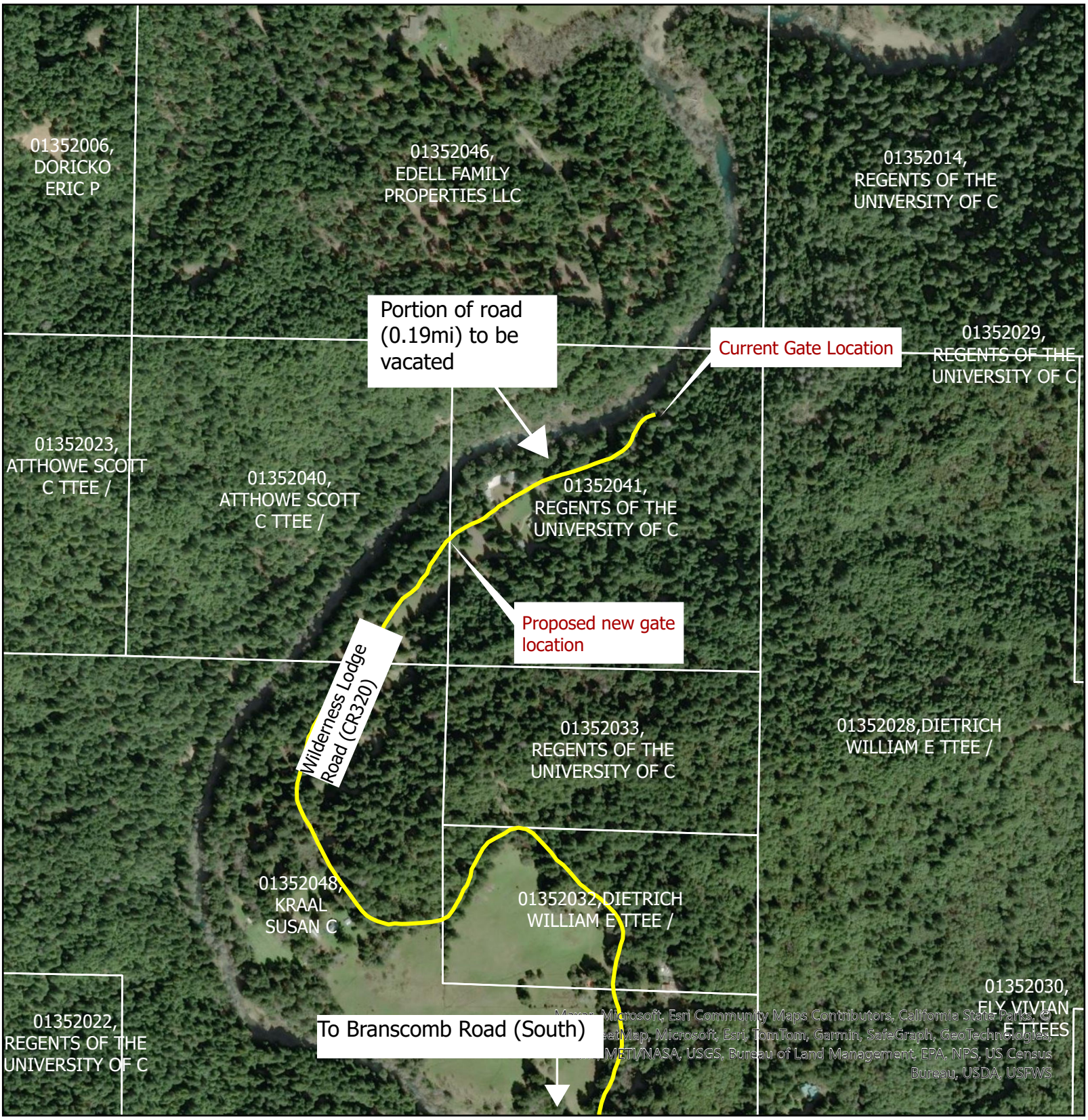
Summary & Determination

As discussed above, staff finds the proposed vacation to be consistent with the relevant goals and policies of the Mendocino County General Plan, and that it qualifies for a Categorial Exemption under CEQA §15312 for sales of surplus government property.

Sincerely,

Russell Ford

Senior Planner



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Mendocino County
Board of Supervisors
Agenda Summary

Item #: 4d)

To: BOARD OF SUPERVISORS

From: Transportation

Meeting Date: July 29, 2025

Department Contact:	Howard N. Dashiell	**Phone:**	707-463-4363
Department Contact:	Charlotte E. Scott	**Phone:**	707-234-6885

Item Type: Regular Agenda **Time Allocated for Item**: 15 Minutes

Agenda Title:
Discussion and Possible Action Including Introduction and Waive First Reading of an Ordinance Amending Section 15.04.030 of the Mendocino County Code - Speed Zoning on County Roads, Establishing Maximum Speed Limit(s) Between 25 Miles per Hour (MPH) and 40 MPH on Various Segments of Little River Airport & Albion Ridge Roads, County Roads (CR) 404 Milepost (MP) 0.00 to 5.92 and CR 402 MP 0.00 to 4.00 (Little River - Albion Area)
(Sponsor: Transportation)

Recommended Action/Motion:
Introduce and waive first reading of ordinance amending Section 15.04.030 of the Mendocino County Code - Speed Zoning on County Roads, adding paragraph(s) 15.04.030 (B) (41), establishing a 25 miles per hour (MPH) speed limit on Little River Airport Road (CR 404), from milepost 5.00 to milepost 5.92 and deleting from paragraph(s) 15.04.030 (D) (31), from milepost 3.45 to the end of the road at its intersection with Comptche Ukiah Road (CR 223) and adding paragraph(s) 15.04.030 (E) (18 & 19), establishing a 40 miles per hour (MPH) speed limit on Little River Airport Road (CR 404), from milepost 1.85 to milepost 5.00 and on Albion Ridge Road (CR 402), from milepost 1.00 to milepost 4.00 intersection with Middle Ridge Road (Little River - Albion Area).

Previous Board/Board Committee Actions:
During the Board of Supervisors meeting of September 24, 2024, Item 3c - direction was given to Department of Transportation (DOT) Staff to perform speed surveys for Albion Ridge Road and Little River Airport Road(s) at a time and manner most efficient for the department. By Resolution Number (No.) 25-082 (May 6, 2025) the Board accepted Traffic Study No. 25-01 recommending the establishment of above speed zones.

Summary of Request:
In response to a request from California Highway Patrol (CHP) to make existing speed zones enforceable using their radar/lidar speed measurement system along Albion Ridge and Little River Airport County Roads (CR) 402 and 404. Engineering and Traffic Survey (E&TS) Number (No.) 25-01 for speed zoning, was undertaken on Albion Ridge Road, CR 402, at Mile Post (MP) 0.00, at HWY 1, to MP 4.00, intersection with Middle Ridge Road, and on Little River Airport Road, CR 404, MP 0.00, at HWY 1, to 5.95, intersection Comptche Ukiah Road. Therefore, based on the recommendations of the Traffic Studies referenced above, the Mendocino County Department of Transportation is recommending amendments to Mendocino County Code as specified above.

Alternative Action/Motion:
Not accept the findings and recommendations of Traffic Study No. 25-01 and not proceed with the establishment of a speed zone(s) on Albion Ridge & Little River Airport Roads.

Strategic Plan Priority Designation: A Prepared and Resilient County

Supervisorial District: District 5

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: N/A
current f/y cost: N/A
budget clarification: N/A
annual recurring cost: N/A
budgeted in current f/y (if no, please describe): N/A
revenue agreement: N/A

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Steve Dunnicliff, Deputy CEO

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk
Date: July 29, 2025

Final Status: **Approved**

SUMMARY

ORDINANCE AMENDING SECTION 15.04.030 OF THE MENDOCINO COUNTY CODE TO ALTER THE POSTED SPEED LIMITS ON ALBION RIVER ROAD (CR 402) AND LITTLE RIVER AIRPORT ROAD (CR 404)

This Ordinance amends Section 15.04.030 of the Mendocino County Code by altering the posted speed limits on Albion Ridge Road (CR 402) and Little River Airport Road (CR 404).

Under the current version of MCC § 15.04.030, Albion Ridge Road (CR 402) has a speed limit of thirty miles per hour from milepost 0.00 to milepost 2.00, and no posted speed limit from milepost 2.00 to milepost 4.00, making the unposted segment subject to the statewide maximum of fifty-five miles per hour. This Ordinance amends MCC § 15.04.030 to establish speed limits on Albion River Road (CR 402) of thirty miles per hour from milepost 0.00 to milepost 1.00, and forty miles per hour from milepost 1.00 to milepost 4.00.

Under the current version of MCC § 15.04.030, Little River Airport Road (CR 404) has a speed limit of thirty-five miles per hour from milepost 0.00 to 1.85, no posted speed limit from milepost 1.85 to milepost 3.45, making the unposted segment subject to the statewide maximum of fifty-five miles per hour, and a speed limit of thirty-five miles per hour from milepost 3.45 to milepost 5.92. This Ordinance amends MCC § 15.04.030 to establish speed limits on Little River Airport Road (CR 404) of thirty-five miles per hour from milepost 0.00 to milepost 1.85, forty miles per hour from milepost 1.85 to milepost 5.00, and twenty-five miles per hour from milepost 5.00 to milepost 5.92.

The new speed limits shall be operative after the effective date of the Ordinance and upon the posting of the required signs.

ORDINANCE NO.

ORDINANCE AMENDING SECTION 15.04.030 OF THE MENDOCINO COUNTY CODE - SPEED ZONING ON COUNTY ROADS, ADDING PARAGRAPH(S) 15.04.030 (B) (41), ESTABLISHING A TWENTY-FIVE MILES PER HOUR SPEED LIMIT LITTLE RIVER AIRPORT ROAD (CR 404), FROM MILEPOST 5.00 TO MILEPOST 5.92 AND DELETING FROM PARAGRAPH(S) 15.04.030 (D) (31), FROM MILEPOST 3.45 TO THE END OF THE ROAD AT ITS INTERSECTION WITH COMPTCHE UKIAH ROAD (CR 223) AND ADDING PARAGRAPH(S) 15.04.030 (E) (18 & 19), ESTABLISHING A FORTY MILES PER HOUR SPEED LIMIT ON LITTLE RIVER AIRPORT ROAD (CR 404), FROM MILEPOST 1.85 TO MILEPOST 5.00 AND ON ALBION RIDGE ROAD (CR 402), FROM MILEPOST 1.00 TO MILEPOST 4.00 INTERSECTION WITH MIDDLE RIDGE ROAD (LITTLE RIVER - ALBION AREA)

The Board of Supervisors of the County of Mendocino ordains as follows:

Mendocino County Code Section 15.04.030 is amended to read as follows:

Sec. 15.04.030 - Speed Zoning on County Roads.

(A) **Authority to Change Prima Facie Limits.** Pursuant to Sections 22348, 22357, and 22358 of the Vehicle Code, the Local Authority hereby determines, upon the basis of an engineering and traffic investigation, that a speed greater than twenty-five (25) miles per hour would be reasonable and safe upon the streets designated which are otherwise subject to a prima facie speed limit of twenty-five (25) miles per hour under the said Vehicle Code, and that the maximum limit as designated by the Vehicle Code is more than is reasonable and safe upon the streets designated which are otherwise subject to a maximum speed limit of fifty-five (55) miles per hour under the said Vehicle Code. The Commissioner is hereby authorized and directed to establish appropriate signs giving notice of the prima facie speed limits established. When signs are erected giving notice thereof, the prima facie speed limits set forth shall be in effect.

(B) **Speed Zone Schedules/Twenty-Five (25) Miles Per Hour Prima Facie Speed Limit.** Upon the streets designated in this subsection, a prima facie speed limit of twenty-five (25) miles per hour is hereby declared to be reasonable, safe and more appropriate to facilitate the orderly movement of traffic.

(1) On Mill Creek Drive (CR 425), full length.
(2) On Ward Avenue (CR 425B), from 0.70 miles northwest of State Route 1 to terminus.
(3) On Lovers Lane (CR 222), full length.
(4) On Petaluma Avenue (CR 422), from Pudding Creek Road (CR 421), to Johnson Lane (CR 442A).
(5) On Marina Drive (CR 226), from milepost 1.05 to milepost 2.05 (State Route 20).
(6) On Sanford Ranch Road (CR 200), from milepost 0.00 to mile post 0.70 (Knob Hill Road (CR 204).
(7) On Knob Hill Road (CR 204), full length.
(8) On Vichy Hills Drive (CR 204I), full length.
(9) On Watson Road (CR 204A), full length.
(10) On Gibney Lane (CR 412E), from milepost 0.00 to milepost 0.4.
(11) On Deerwood Drive (CR 215B), full length.

(12) On Deerwood Drive Extension (CR 215BX), from mile post 0.00 to Wildwood Road (CR 215J).

(13) On North Harbor Drive (CR 415A), from State Route 1 to Fort Bragg City limits.

(14) On Redemeyer Road (CR 215A), from milepost 2.40 to terminus.

(15) On East Cedar Street (CR 420), from the Fort Bragg City limits to Monsen Way (CR 420C).

(16) On Monsen Way (CR 420C), full length.

(17) On Sunnycrest Drive (CR 239A), full length.

(18) On Mill Creek Road (CR 203), from milepost 0.10 to milepost 1.20.

(19) On Della Avenue (CR 312), full length.

(20) On Little Lake Road (CR 408), from milepost 0.00 to milepost 1.18 (one mile easterly of State Route 1).

(21) On Holquist Lane (CR 412), from milepost 0.00 to milepost 0.15.

(22) Repealed.

(23) On East Side Calpella Road (CR 227), from milepost 0.00 to milepost 1.50 and from milepost 2.75 to milepost 3.30.

(24) On Lake Mendocino Drive (CR 227B), from 0.75 miles easterly of North State Street, (CR 104), to terminus.

(25) On Pinoleville Drive (CR 225), full length.

(26) On Black Bart Drive (CR 370), from milepost 1.51 to terminus.

(27) On Blackhawk Drive (CR 371), full length.

(28) On Ridgeview Road (CR 372), full length.

(29) On Baywood Way (CR 373), full length.

(30) On Bluejay Lane (CR 604A), full length.

(31) On Comptche-Ukiah Road (CR 223), from milepost 14.13 to milepost 14.64.

(32) On Branscomb Road (CR 429), from milepost 25.00 to milepost 25.31.

(33) On the entire length of Brooktrails Drive (CR 311B).

(34) On Birch Street (CR 601), between Brooktrails Drive (CR 311B) milepost 0.00 and Clover Road (CR 603), milepost 0.13.

(35) On North State Street (CR 104), from milepost 4.57 to milepost 5.11.

(36) On Moore Street (CR 229B), from milepost 0.10 to milepost 0.42.

(37) On Pomo Lake Drive (CR 551), full length.

(38) On Sea Cypress Drive (CR 568), full length.

(39) On Laytonville Dos Rios Road (CR 322), from milepost 11.22 to milepost 12.00.

(40) On Ruddick Cunningham Road (CR 205), from mile post 0.00 to mile post 0.50.

(41) On Little River Airport Road (CR 404), from milepost 5.00 to milepost 5.92.

(C) **Speed Zone Schedule/Thirty (30) Miles Per Hour Prima Facie Speed Limit.** Upon the streets designated in this subsection a prima facie speed limit of thirty (30) miles per hour is hereby declared to be reasonable, safe and more appropriate to facilitate the orderly movement of traffic.

(1) On Fort Bragg-Sherwood Road (CR 419), from the Fort Bragg City limits easterly approximately, 0.50 miles to California Way.

(2) On Airport Road (CR 424), from the Fort Bragg City limits milepost 0.00 to milepost 0.64.

(3) Repealed.

(4) On Little Valley Road (CR 426), full length.

(5) On Burris Lane (CR 243), from milepost 0.00 to milepost 0.80.

(6) On Simpson Lane (CR 414), from milepost 0.00 to milepost 1.50.

(7) On Albion Ridge Road (CR 402), from milepost 0.00 to milepost 1.00.

(8) On Black Bart Drive (CR 370), from milepost 0.00 to milepost 1.51.

(9) On East Side Calpella Road (CR 227), from milepost 1.50 to milepost 2.75.

(10) On Birch Street (CR 601), from Clover Road (CR 603), milepost 0.13 to Sherwood Road (CR 311), milepost 0.76.

(11) On Primrose Drive (CR 604), from Sherwood Road (CR 311), milepost 0.00 to Clover Road (CR603), milepost 1.04.

(12) On Center Valley Road (CR 303), from the Willits City limit milepost 0.00 to Bray Road (CR 305), milepost 0.52.

(D) **Speed Zone Schedule/Thirty-Five (35) Miles Per Hour Prima Facie Speed Limit.** Upon the streets designated in this subsection, a prima facie speed limit of thirty-five (35) miles per hour is hereby declared to be reasonable, safe and more appropriate to facilitate the orderly movement of traffic.

(1) On East Road (CR 230), from milepost 1.34 to milepost 1.79.

(2) On Heeser Drive (CR 407FF), full length.

(3) On Simpson Lane (CR 414), from milepost 1.50 to milepost 3.60.

(4) On Vichy Springs Road (CR 215), from the Ukiah City limits milepost 0.00 to milepost 1.35.

(5) On Ward Avenue (CR 425B), from milepost 0.00 to milepost 0.7.

(6) Repealed.

(7) On Airport Road (CR 424), from milepost 0.64 to terminus.

(8) On North Road (CR 319E), full length.

(9) On Lakeside Drive (CR 319B), full length.

(10) Repealed.

(11) Repealed

(12) On Little Lake Road (CR 408), from milepost 1.18 (State Highway 1) to milepost 4.0.

(13) On Lansing Street (CR 500), from Heeser Drive (CR 407FF), northerly to State Route 1.

(14) On East Side Calpella Road (CR 227), from milepost 3.30 to milepost 3.88 (terminus).

(15) On Tomki Road (CR 237D), from milepost 0.00 to milepost 3.90.

(16) On Lake Mendocino Drive (CR 227B), from North State Street (CR 104), to 0.75 miles easterly thereof.

(17) Repealed.

(18) On Caspar-Little Lake Road (CR 409), from milepost 1.80 to milepost 3.32.

(19) On Hensley Creek Road (CR 225A), from milepost 0.00 to milepost 0.17.

(20) On Orr Springs Road (CR 223), from North State Street (CR 104), to 0.84 miles westerly thereof.

(21) On Central Avenue (CR 229), full length.

(22) On South State Street (CR 104A), from milepost 0.63 to milepost 1.41.

(23) On Ocean Drive (CR 436), from milepost 0.25 (Mitchell Creek) northerly to terminus.

(24) On Uva Drive (CR 239), from milepost 0.00 (the end of Central Avenue CR 229), to milepost 2.05.

(25) On Branscomb Road (CR 429), from milepost 23.00 to milepost 25.00.

(26) On Powerhouse Road (CR 248A), from milepost 0.00 (Main Street, CR 245) to milepost 1.23 (Gibson Lane, CR 246).

(27) On Road N (CR 238A), full length.

(28) Repealed.

(29) On Gielow Lane (CR 206), full length.

(30) On Crispin Road (CR 511), full length.

(31) On Little River Airport Road (CR 404), from the intersection of State Highway 1, milepost 0.00, to milepost 1.85.

(32) On Navarro Ridge Road (CR 518), from the intersection of State Highway 1, milepost 0.00, to milepost 3.37.

(33) On Pudding Creek Road (CR 421), from the intersection of State Highway 1, milepost 0.00, to milepost 0.55.

(34) On Clover Road (CR 603), from Birch Street (CR 601), milepost 0.00 to Primrose Drive (CR 604) , milepost 0.38.

(35) On Daphne Way (CR 608), from Sherwood Road (CR 311), milepost 0.0 to Poppy Drive (CR 623) milepost 0.85.

(36) On Airport Road (CR 126), from Estate Drive (CR 126A), milepost 0.23 to the end of Airport Road (CR 126), milepost 0.63.

(37) On North State Street (CR 104), from milepost 0.00 to milepost 0.44.

(38) On Boice Lane (CR 413), from milepost 0.00 to milepost 0.40.

(39) On Pearl Drive (CR 412A), from milepost 0.00 to milepost 0.56.

(E) **Speed Zone Schedule/Forty (40) Miles Per Hour Prima Facie Speed Limit.** Upon the streets designated in this subsection, a prima facie speed limit of forty (40) miles per hour is hereby declared reasonable, safe and more appropriate to facilitate the orderly movement of traffic.

(1) On Hearst-Willits Road (CR 306), from Valley Road (CR 309), to 2.7 miles northeasterly thereof.

(2) On Pudding Creek Road (CR 421), from the Fort Bragg City limits to 1.55 miles east of State Route 1.

(3) On West Road (CR 237), from School Way (CR 236), northerly to terminus.

(4) On Redemeyer Road (CR 215A), from milepost 0.39 (Vichy Springs Road, CR 215) to milepost 1.68.

(5) On East Hill Road (CR 301), from the Willits City limits to 0.25 miles east of Center Valley Road (CR 303).

(6) On Caspar-Little Lake Road (CR 409), from milepost 0.00 to milepost 1.80.

(7) Repealed.

(8) Repealed.

(9) On Little River Airport Road (CR 404), from milepost 1.85 to milepost 3.45.

(10) On Pudding Creek Road (CR 421), from milepost 0.55 to the end of the road.

(11) On Sherwood Road (CR 311), from Primrose Drive (CR 604), milepost 2.17 to Crow Place (CR 699), milepost 3.89.

(12) On North State Street (CR 104), from milepost 5.11 to milepost 5.25.

(13) On Old Stage Road (CR 502), from Old State Highway (CR 501A), milepost 0.00 to the northerly intersection of Gualala Court (CR 502A), milepost 1.06.

(14) On Pacific Woods Road (CR 524), full length.

(15) On Comptche-Ukiah Road (CR 223), one-half mile southerly of intersection of Little River Airport Road (CR 404), milepost 5.77.

(16) On Mountain House Road (CR 111), from milepost 7.99 to milepost 8.89.

(17) On Fort Bragg Sherwood Road (CR 419) from milepost 0.00 to milepost 1.75.

(18) On Albion Ridge Road (CR 402), from milepost 1.00 to milepost 4.00 intersection with Middle Ridge Road.

(19) On Little River Airport Road (CR 404), from milepost 1.85 to milepost 5.00..

(F) **Speed Zone Schedule/Forty-Five (45) Miles Per Hour Prima Facie Speed Limit.** Upon the streets designated in this subsection, a prima facie speed limit of forty-five (45) miles per hour is hereby declared to be reasonable, safe and more appropriate to facilitate the orderly movement of traffic.

(1) On East Side Potter Valley Road (CR 240), from State Route 1 to 3.85 miles north of Burris Road.

(2) Repealed.

(3) On the Eel River Road (CR 240B), from milepost 0.00 to milepost 2.57.

(4) On Vichy Springs Road (CR 215), from milepost 1.35 and milepost 2.58.

(5) On South State Street (CR 104A), from milepost 0.00 to milepost 0.63.

(6) On Ruddick Cunningham Road (CR 205), from mile post 0.50 to the intersection of State Highway 222 (Talmage Road).

(7) On Sherwood Road (CR 311), from the Willits City limits milepost 0.00 to Primrose Drive (CR 604), milepost 2.17.

(8) On Center Valley Road (CR 303), from milepost 1.45 to the end of the road at East Hill Road (CR 301), milepost 2.07.

(9) On North State Street (CR 104), from milepost 0.44 to milepost 2.45.

(10) On Old Stage Road (CR 502), from the northerly intersection of Gualala Court (CR 502A), milepost 1.06 to milepost 2.35.

(11) On Point Cabrillo Drive (CR 564), from milepost 0.00 to milepost 0.75.

(12) On Boice Lane (CR 413), from milepost 0.40 to milepost 1.26.

(G) **Speed Zone Schedule/Fifty (50) Miles Per Hour Prima Facie Speed Limit.** Upon the streets designated in this subsection, a prima facie speed limit of fifty (50) miles per hour is hereby declared to be reasonable, safe and more appropriate to facilitate the orderly movement of traffic.

(1) On East Road (CR 230), from milepost 0.08 to milepost 1.34.

(2) On East Road (CR 230), from milepost 1.79 to milepost 5.39.

(3) On Center Valley Road (CR 303), from Bray Road (CR 305), milepost 0.52 to milepost 1.45.

(4) On North State Street (CR 104), from milepost 2.45 to milepost t 4.57.

(5) On Old Stage Road (CR 502), milepost 2.35 to milepost 3.20.

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The foregoing Ordinance introduced by Supervisor , seconded by Supervisor , and carried this day of , 2025, by the following vote:

AYES:
NOES:
ABSENT:

WHEREUPON, the Chair declared said Ordinance adopted and SO ORDERED.

ATTEST: DARCIE ANTLE
Clerk of the Board

_____
Deputy

APPROVED AS TO FORM:
CHARLOTTE E. SCOTT
County Counsel

_____

_____
JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

BY: DARCIE ANTLE
Clerk of the Board

_____
Deputy

ORDINANCE NO.

ORDINANCE AMENDING SECTION 15.04.030 OF THE MENDOCINO COUNTY CODE - SPEED ZONING ON COUNTY ROADS, ADDING PARAGRAPH(S) 15.04.030 (B) (41), ESTABLISHING A TWENTY-FIVE MILES PER HOUR SPEED LIMIT LITTLE RIVER AIRPORT ROAD (CR 404), FROM MILEPOST 5.00 TO MILEPOST 5.92 AND DELETING FROM PARAGRAPH(S) 15.04.030 (D) (31), FROM MILEPOST 3.45 TO THE END OF THE ROAD AT ITS INTERSECTION WITH COMPTCHE UKIAH ROAD (CR 223) AND ADDING PARAGRAPH(S) 15.04.030 (E) (18 & 19), ESTABLISHING A FORTY MILES PER HOUR SPEED LIMIT ON LITTLE RIVER AIRPORT ROAD (CR 404), FROM MILEPOST 1.85 TO MILEPOST 5.00 AND ON ALBION RIDGE ROAD (CR 402), FROM MILEPOST 1.00 TO MILEPOST 4.00 INTERSECTION WITH MIDDLE RIDGE ROAD (LITTLE RIVER - ALBION AREA)

The Board of Supervisors of the County of Mendocino ordains as follows:

Mendocino County Code Section 15.04.030 is amended to read as follows:

Sec. 15.04.030 - Speed Zoning on County Roads.

(A) **Authority to Change Prima Facie Limits.** Pursuant to Sections 22348, 22357, and 22358 of the Vehicle Code, the Local Authority hereby determines, upon the basis of an engineering and traffic investigation, that a speed greater than twenty-five (25) miles per hour would be reasonable and safe upon the streets designated which are otherwise subject to a prima facie speed limit of twenty-five (25) miles per hour under the said Vehicle Code, and that the maximum limit as designated by the Vehicle Code is more than is reasonable and safe upon the streets designated which are otherwise subject to a maximum speed limit of fifty-five (55) miles per hour under the said Vehicle Code. The Commissioner is hereby authorized and directed to establish appropriate signs giving notice of the prima facie speed limits established. When signs are erected giving notice thereof, the prima facie speed limits set forth shall be in effect.

(B) **Speed Zone Schedules/Twenty-Five (25) Miles Per Hour Prima Facie Speed Limit.** Upon the streets designated in this subsection, a prima facie speed limit of twenty-five (25) miles per hour is hereby declared to be reasonable, safe and more appropriate to facilitate the orderly movement of traffic.

(1) On Mill Creek Drive (CR 425), full length.

(2) On Ward Avenue (CR 425B), from 0.70 miles northwest of State Route 1 to terminus.

(3) On Lovers Lane (CR 222), full length.

(4) On Petaluma Avenue (CR 422), from Pudding Creek Road (CR 421), to Johnson Lane (CR 442A).

(5) On Marina Drive (CR 226), from milepost 1.05 to milepost 2.05 (State Route 20).

(6) On Sanford Ranch Road (CR 200), from milepost 0.00 to mile post 0.70 (Knob Hill Road (CR 204).

(7) On Knob Hill Road (CR 204), full length.

(8) On Vichy Hills Drive (CR 204I), full length.

(9) On Watson Road (CR 204A), full length.

(10) On Gibney Lane (CR 412E), from milepost 0.00 to milepost 0.4.

(11) On Deerwood Drive (CR 215B), full length.

(12) On Deerwood Drive Extension (CR 215BX), from mile post 0.00 to Wildwood Road (CR 215J).

(13) On North Harbor Drive (CR 415A), from State Route 1 to Fort Bragg City limits.

(14) On Redemeyer Road (CR 215A), from milepost 2.40 to terminus.

(15) On East Cedar Street (CR 420), from the Fort Bragg City limits to Monsen Way (CR 420C).

(16) On Monsen Way (CR 420C), full length.

(17) On Sunnycrest Drive (CR 239A), full length.

(18) On Mill Creek Road (CR 203), from milepost 0.10 to milepost 1.20.

(19) On Della Avenue (CR 312), full length.

(20) On Little Lake Road (CR 408), from milepost 0.00 to milepost 1.18 (one mile easterly of State Route 1).

(21) On Holquist Lane (CR 412), from milepost 0.00 to milepost 0.15.

(22) Repealed.

(23) On East Side Calpella Road (CR 227), from milepost 0.00 to milepost 1.50 and from milepost 2.75 to milepost 3.30.

(24) On Lake Mendocino Drive (CR 227B), from 0.75 miles easterly of North State Street, (CR 104), to terminus.

(25) On Pinoleville Drive (CR 225), full length.

(26) On Black Bart Drive (CR 370), from milepost 1.51 to terminus.

(27) On Blackhawk Drive (CR 371), full length.

(28) On Ridgeview Road (CR 372), full length.

(29) On Baywood Way (CR 373), full length.

(30) On Bluejay Lane (CR 604A), full length.

(31) On Comptche-Ukiah Road (CR 223), from milepost 14.13 to milepost 14.64.

(32) On Branscomb Road (CR 429), from milepost 25.00 to milepost 25.31.

(33) On the entire length of Brooktrails Drive (CR 311B).

(34) On Birch Street (CR 601), between Brooktrails Drive (CR 311B) milepost 0.00 and Clover Road (CR 603), milepost 0.13.

(35) On North State Street (CR 104), from milepost 4.57 to milepost 5.11.

(36) On Moore Street (CR 229B), from milepost 0.10 to milepost 0.42.

(37) On Pomo Lake Drive (CR 551), full length.

(38) On Sea Cypress Drive (CR 568), full length.

(39) On Laytonville Dos Rios Road (CR 322), from milepost 11.22 to milepost 12.00.

(40) On Ruddick Cunningham Road (CR 205), from mile post 0.00 to mile post 0.50.

(41) On Little River Airport Road (CR 404), from milepost 5.00 to milepost 5.92.

(C) **Speed Zone Schedule/Thirty (30) Miles Per Hour Prima Facie Speed Limit.** Upon the streets designated in this subsection a prima facie speed limit of thirty (30) miles per hour is hereby declared to be reasonable, safe and more appropriate to facilitate the orderly movement of traffic.

(1) On Fort Bragg-Sherwood Road (CR 419), from the Fort Bragg City limits easterly approximately, 0.50 miles to California Way.

(2) On Airport Road (CR 424), from the Fort Bragg City limits milepost 0.00 to milepost 0.64.

(3) Repealed.

(4) On Little Valley Road (CR 426), full length.

(5) On Burris Lane (CR 243), from milepost 0.00 to milepost 0.80.

(6) On Simpson Lane (CR 414), from milepost 0.00 to milepost 1.50.

(7) On Albion Ridge Road (CR 402), from milepost 0.00 to milepost 1.00.

(8) On Black Bart Drive (CR 370), from milepost 0.00 to milepost 1.51.

(9) On East Side Calpella Road (CR 227), from milepost 1.50 to milepost 2.75.

(10) On Birch Street (CR 601), from Clover Road (CR 603), milepost 0.13 to Sherwood Road (CR 311), milepost 0.76.

(11) On Primrose Drive (CR 604), from Sherwood Road (CR 311), milepost 0.00 to Clover Road (CR 603), milepost 1.04.

(12) On Center Valley Road (CR 303), from the Willits City limit milepost 0.00 to Bray Road (CR 305), milepost 0.52.

(D) **Speed Zone Schedule/Thirty-Five (35) Miles Per Hour Prima Facie Speed Limit.** Upon the streets designated in this subsection, a prima facie speed limit of thirty-five (35) miles per hour is hereby declared to be reasonable, safe and more appropriate to facilitate the orderly movement of traffic.

(1) On East Road (CR 230), from milepost 1.34 to milepost 1.79.

(2) On Heeser Drive (CR 407FF), full length.

(3) On Simpson Lane (CR 414), from milepost 1.50 to milepost 3.60.

(4) On Vichy Springs Road (CR 215), from the Ukiah City limits milepost 0.00 to milepost 1.35.

(5) On Ward Avenue (CR 425B), from milepost 0.00 to milepost 0.7.

(6) Repealed.

(7) On Airport Road (CR 424), from milepost 0.64 to terminus.

(8) On North Road (CR 319E), full length.

(9) On Lakeside Drive (CR 319B), full length.

(10) Repealed.

(11) Repealed

(12) On Little Lake Road (CR 408), from milepost 1.18 (State Highway 1) to milepost 4.0.

(13) On Lansing Street (CR 500), from Heeser Drive (CR 407FF), northerly to State Route 1.

(14) On East Side Calpella Road (CR 227), from milepost 3.30 to milepost 3.88 (terminus).

(15) On Tomki Road (CR 237D), from milepost 0.00 to milepost 3.90.

(16) On Lake Mendocino Drive (CR 227B), from North State Street (CR 104), to 0.75 miles easterly thereof.

(17) Repealed.

(18) On Caspar-Little Lake Road (CR 409), from milepost 1.80 to milepost 3.32.

(19) On Hensley Creek Road (CR 225A), from milepost 0.00 to milepost 0.17.

(20) On Orr Springs Road (CR 223), from North State Street (CR 104), to 0.84 miles westerly thereof.

(21) On Central Avenue (CR 229), full length.

(22) On South State Street (CR 104A), from milepost 0.63 to milepost 1.41.

(23) On Ocean Drive (CR 436), from milepost 0.25 (Mitchell Creek) northerly to terminus.

(24) On Uva Drive (CR 239), from milepost 0.00 (the end of Central Avenue CR 229), to milepost 2.05.

(25) On Branscomb Road (CR 429), from milepost 23.00 to milepost 25.00.

(26) On Powerhouse Road (CR 248A), from milepost 0.00 (Main Street, CR 245) to milepost 1.23 (Gibson Lane, CR 246).

(27) On Road N (CR 238A), full length.

(28) Repealed.

(29) On Gielow Lane (CR 206), full length.

(30) On Crispin Road (CR 511), full length.

(31) On Little River Airport Road (CR 404), from the intersection of State Highway 1, milepost 0.00, to milepost 1.85.

(32) On Navarro Ridge Road (CR 518), from the intersection of State Highway 1, milepost 0.00, to milepost 3.37.

(33) On Pudding Creek Road (CR 421), from the intersection of State Highway 1, milepost 0.00, to milepost 0.55.

(34) On Clover Road (CR 603), from Birch Street (CR 601), milepost 0.00 to Primrose Drive (CR 604) , milepost 0.38.

(35) On Daphne Way (CR 608), from Sherwood Road (CR 311), milepost 0.0 to Poppy Drive (CR 623) milepost 0.85.

(36) On Airport Road (CR 126), from Estate Drive (CR 126A), milepost 0.23 to the end of Airport Road (CR 126), milepost 0.63.

(37) On North State Street (CR 104), from milepost 0.00 to milepost 0.44.

(38) On Boice Lane (CR 413), from milepost 0.00 to milepost 0.40.

(39) On Pearl Drive (CR 412A), from milepost 0.00 to milepost 0.56.

(E) **Speed Zone Schedule/Forty (40) Miles Per Hour Prima Facie Speed Limit.** Upon the streets designated in this subsection, a prima facie speed limit of forty (40) miles per hour is hereby declared reasonable, safe and more appropriate to facilitate the orderly movement of traffic.

(1) On Hearst-Willits Road (CR 306), from Valley Road (CR 309), to 2.7 miles northeasterly thereof.

(2) On Pudding Creek Road (CR 421), from the Fort Bragg City limits to 1.55 miles east of State Route 1.

(3) On West Road (CR 237), from School Way (CR 236), northerly to terminus.

(4) On Redemeyer Road (CR 215A), from milepost 0.39 (Vichy Springs Road, CR 215) to milepost 1.68.

(5) On East Hill Road (CR 301), from the Willits City limits to 0.25 miles east of Center Valley Road (CR 303).

(6) On Caspar-Little Lake Road (CR 409), from milepost 0.00 to milepost 1.80.

(7) Repealed.

(8) Repealed.

(9) On Little River Airport Road (CR 404), from milepost 1.85 to milepost 3.45.

(10) On Pudding Creek Road (CR 421), from milepost 0.55 to the end of the road.

(11) On Sherwood Road (CR 311), from Primrose Drive (CR 604), milepost 2.17 to Crow Place (CR 699), milepost 3.89.

(12) On North State Street (CR 104), from milepost 5.11 to milepost 5.25.

(13) On Old Stage Road (CR 502), from Old State Highway (CR 501A), milepost 0.00 to the northerly intersection of Gualala Court (CR 502A), milepost 1.06.

(14) On Pacific Woods Road (CR 524), full length.

(15) On Comptche-Ukiah Road (CR 223), one-half mile southerly of intersection of Little River Airport Road (CR 404), milepost 5.77.

(16) On Mountain House Road (CR 111), from milepost 7.99 to milepost 8.89.

(17) On Fort Bragg Sherwood Road (CR 419) from milepost 0.00 to milepost 1.75.

(18) On Albion Ridge Road (CR 402), from milepost 1.00 to milepost 4.00 intersection with Middle Ridge Road.

(19) On Little River Airport Road (CR 404), from milepost 1.85 to milepost 5.00.

(F) **Speed Zone Schedule/Forty-Five (45) Miles Per Hour Prima Facie Speed Limit.** Upon the streets designated in this subsection, a prima facie speed limit of forty-five (45) miles per hour is hereby declared to be reasonable, safe and more appropriate to facilitate the orderly movement of traffic.

(1) On East Side Potter Valley Road (CR 240), from State Route 1 to 3.85 miles north of Burris Road.

(2) Repealed.

(3) On the Eel River Road (CR 240B), from milepost 0.00 to milepost 2.57.

(4) On Vichy Springs Road (CR 215), from milepost 1.35 and milepost 2.58.

(5) On South State Street (CR 104A), from milepost 0.00 to milepost 0.63.

(6) On Ruddick Cunningham Road (CR 205), from mile post 0.50 to the intersection of State Highway 222 (Talmage Road).

(7) On Sherwood Road (CR 311), from the Willits City limits milepost 0.00 to Primrose Drive (CR 604), milepost 2.17.

(8) On Center Valley Road (CR 303), from milepost 1.45 to the end of the road at East Hill Road (CR 301), milepost 2.07.

(9) On North State Street (CR 104), from milepost 0.44 to milepost 2.45.

(10) On Old Stage Road (CR 502), from the northerly intersection of Gualala Court (CR 502A), milepost 1.06 to milepost 2.35.

(11) On Point Cabrillo Drive (CR 564), from milepost 0.00 to milepost 0.75.

(12) On Boice Lane (CR 413), from milepost 0.40 to milepost 1.26.

(G) **Speed Zone Schedule/Fifty (50) Miles Per Hour Prima Facie Speed Limit.** Upon the streets designated in this subsection, a prima facie speed limit of fifty (50) miles per hour is hereby declared to be reasonable, safe and more appropriate to facilitate the orderly movement of traffic.

(1) On East Road (CR 230), from milepost 0.08 to milepost 1.34.

(2) On East Road (CR 230), from milepost 1.79 to milepost 5.39.

(3) On Center Valley Road (CR 303), from Bray Road (CR 305), milepost 0.52 to milepost 1.45.

(4) On North State Street (CR 104), from milepost 2.45 to milepost t 4.57.

(5) On Old Stage Road (CR 502), milepost 2.35 to milepost 3.20.

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The foregoing Ordinance introduced by Supervisor , seconded by Supervisor , and carried this day of , 2025, by the following vote:

AYES:
NOES:
ABSENT:

WHEREUPON, the Chair declared said Ordinance adopted and SO ORDERED.

ATTEST: DARCIE ANTLE
Clerk of the Board

_____
Deputy

APPROVED AS TO FORM:
CHARLOTTE E. SCOTT
County Counsel

_____

_____
JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

BY: DARCIE ANTLE
Clerk of the Board

_____
Deputy

Howard. N. Dashiell
DIRECTOR OF TRANSPORTATION

Road Commissioner
County Engineer, RCE 42001
County Surveyor, PLS 7148

FUNCTIONS

Administration & Business Services
Airports
Engineering
Land Improvement
Roads and Bridges
Landfills

COUNTY OF MENDOCINO
DEPARTMENT OF TRANSPORTATION
340 LAKE MENDOCINO DRIVE
UKIAH, CALIFORNIA 95482-9432
VOICE (707) 463-4363 FAX (707) 463-5474

July 8, 2025

Mendocino County Board of Supervisors
501 Low Gap Road, Room 1010
Ukiah, CA 95482

RE: INTRODUCE AND WAIVE READING OF AN ORDINANCE AMENDING SECTION 15.04.030 OF THE MENDOCINO COUNTY CODE – SPEED ZONING ON COUNTY ROADS, ESTABLISHING MAXIMUM SPEED LIMIT(S) BETWEEN 25 MILES PER HOUR (MPH) AND 40 MPH ON VARIOUS SEGMENTS OF LITTLE RIVER AIRPORT & ALBION RIDGE ROADS, COUNTY ROADS (CR) 404 MILEPOST (MP) 0.00 TO 5.92 AND CR 402 MP 0.00 TO 4.00 (LITTLE RIVER - ALBION AREA)

Honorable Board Members:

Traffic Study No. 25-01 was undertaken at the direction of the Road Commissioner in response to requests from California Highway Patrol (CHP) to make existing speed zones enforceable using their radar/lidar speed measurement system along Albion Ridge and Little River Airport County Roads (CR) 402 and 404 respective.

By Resolution Number (No.) 25-082 (May 6, 2025) the Board accepted Traffic Study Nos. 25-01, recommending the establishment of a twenty-five miles per hour speed limit on Little River Airport Road (CR 404), from milepost 5.00 to milepost 5.92 and establishing a forty miles per hour speed limit on Little River Airport Road (CR 404), from milepost 1.85 to milepost 5.00 and also on Albion Ridge Road (CR 402), from milepost 1.00 to milepost 4.00 intersection with Middle Ridge Road. This change caused an increase of 5 mph over existing posting on some road segments.

The Department of Transportation is herewith submitting an Ordinance for the Board's consideration to accomplish the speed zone changes recommended by Traffic Study No. 25-01.

I will, of course, respond to any questions that the Board may have.

Respectfully submitted,

HOWARD N. DASHIELL
Director of Transportation

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 4e)

To: BOARD OF SUPERVISORS

From: Planning and Building Services

Meeting Date: July 29, 2025

Department Contact:	Julia Krog	**Phone:**	707-234-6650
Department Contact:	Richard Angley	**Phone:**	707-234-6650

Item Type: Regular Agenda **Time Allocated for Item**: 45 Minutes

Agenda Title:
Discussion and Possible Action Including Introduction and Waive First Reading of an Ordinance Amending Mendocino County Code Chapter 22.17 (Floodplain Ordinance) to Comply with Federal and State Regulations, Including Conformance with the Newly Adopted Flood Insurance Study (FIS) and Flood Insurance Rate Map (FIRM) for Mendocino County
(Sponsor: Planning and Building Services)

Recommended Action/Motion:
Introduce and waive first reading of an Ordinance amending Mendocino County Code Chapter 22.17 (Floodplain Ordinance) to comply with Federal and State regulations, including conformance with the newly adopted Flood Insurance Study (FIS) and Floor Insurance Rate Map (FIRM) for Mendocino County.

Previous Board/Board Committee Actions:
On June 6, 2017, the Board of Supervisors adopted Ordinance Number 4385, adopting Chapter 22.17 - Floodplain Ordinance repealing Chapter 20.120 (Floodplain Combining District), removing the floodplain regulations from the Zoning Code and placing it as a stand alone chapter in the Land Use section of the County Code (Chapter 22), making the floodplain regulations applicable to both the inland and coastal zones and administered by the Building Official.

Summary of Request:
A new Flood Insurance Study (FIS) and Flood Insurance Rate Map (FIRM) have been completed for Mendocino County and will become effective on September 19, 2025. As a result, FEMA has notified the County that the County's updated Floodplain Ordinance will need to be adopted by the Board of Supervisors before September 19, 2025. This update will make the County's provisions for flood protection and management consistent with all FEMA requirements in conjunction with the adoption of the updated FIRM maps and would allow the County's landowners to continue to participate in the Federal National Flood Insurance Program (NFIP).

Planning and Building Services requests that the Board consider amending Chapter 22.17 of the Mendocino County Code (Floodplain Ordinance). The amendments being proposed are to comply with recent changes in Federal regulations primarily with addition of definitions, addressing coordination with the California Building Standards Code, expansion of the Floodplain Administrator's role, the requirement for additional analyses to be submitted to the Federal Emergency Management Agency (FEMA) when there is a change to the base

flood elevation and developments in the floodway or encroachments within the floodway. This would include engineering analysis to be provided to FEMA in such cases. Additional changes/amendments pertain to non-residential structures and manufactured homes as well as regulations affecting non-structural fill or alterations to dunes in the coastal high hazard areas. The other change that is to be incorporated is the regulations for flood control projects and necessary documentation to be provided to FEMA. It is also proposed under this ordinance amendment to modify the elevation above the base flood elevation to align with FEMA requirements by reducing the standard from two (2) feet down to one (1) foot. Staff has worked closely with the California Department of Water Resources (DWR) staff over the past several months to ensure that the proposed ordinance amendments for consideration of the Board are compliant with the above standards. DWR has also coordinated on behalf of the County with FEMA to ensure that FEMA approves of the proposed ordinance amendments.

Alternative Action/Motion:
Identify revisions to the Ordinance and direct staff to bring proposed revisions back to the Board of Supervisors for adoption by the Board.

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At:
<https://www.mendocinocounty.gov/departments/planning-building-services/public-noticing>

Fiscal Details:

source of funding: 862189
current f/y cost: $8,100
budget clarification: General Plan Maintenance funds will be used to cover cost.
annual recurring cost: N/A
budgeted in current f/y (if no, please describe): No
FEMA only notified PBS of requirement after budget submittal.
revenue agreement: N/A

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Steve Dunnicliff, Deputy CEO

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk
Date: July 29, 2025

Final Status: **Approved**

COUNTY OF MENDOCINO
DEPARTMENT OF PLANNING AND BUILDING SERVICES
860 NORTH BUSH STREET · UKIAH · CALIFORNIA · 95482
752 SOUTH FRANKLIN STREET · FORT BRAGG · CALIFORNIA · 95437

JULIA KROG, DIRECTOR
PHONE: 707-234-6650
FAX: 707-463-5709
FB PHONE: 707-964-5379
FB FAX: 707-961-2427
pbs@mendocinocounty.gov
www.mendocinocounty.gov/pbs

MEMORANDUM

DATE: JULY 29, 2025

TO: HONORABLE BOARD OF SUPERVISORS

FROM: JULIA KROG, DIRECTOR

SUBJECT: OA_2025-0001 - AMENDING CHAPTER 22.17 FLOODPLAIN ORDINANCE

BACKGROUND: On June 6, 2017, the Board of Supervisors adopted Ordinance Number 4385, adopting Chapter 22.17 – Floodplain Ordinance repealing Chapter 20.120 (Floodplain Combining District), removing the floodplain regulations from the Zoning Code and placing it as a stand-alone chapter in the Land Use Section of County Code. In doing so, Chapter 22.17 would be applicable in both the inland and coastal areas of the County, without having two separate ordinances. Since 2017, the Federal Emergency Management Agency (FEMA) has updated its model ordinance in response to updated standards and mitigations for development in areas of known flood hazards.

On March 19, 2025, FEMA notified Mendocino County of final flood hazard determinations for Mendocino County, noting that the updated Flood Insurance Study (FIS) Report and Flood Insurance Rate Map (FIRM) would become effective on September 19, 2025. With the completion of the FIS report for Mendocino County, certain additional requirements must be met under Section 1361 of the National Flood Insurance Act of 1968 prior to the effective date of the FIS and FIRM. All standards specified in 44 CFR Part 60.3(d) and (3) of the National Flood Insurance Program (NFIP) regulations must be enacted in a legally enforceable document. The California Department of Water Resources (DWR) contacted Planning and Building Services to conduct a review of the County's Floodplain Ordinance (FPO) to determine compliance with NFIP standards. Several deficiencies were identified that require the update to the County's FPO prior to September 19, 2025. The identified deficiencies include:

- Definitions of Building Code, Design flood & DFE, Flood Control Project, Floodway, and Letter of Map Change.
- 44 CFR Section 65.3: Requirement to submit new technical data: within 6 months, notify FEMA of changes in the base flood elevation by submitting technical or scientific data so insurance & floodplain management can be based on current data.
- 44 CFR Section 60.3(c)(4): Requirement that all new construction and substantial improvements of non-residential structures within Zones A1-30, AE and AH zones on the community's firm (i) have the lowest floor (including basement) elevated to or above the base flood level or, (ii) together with attendant utility and sanitary facilities, be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy;
- 44 CFR Section 60.3(d)(3): Requirement to prohibit encroachments, including fill, new construction, substantial improvements, and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.

Staff has worked closely with DWR staff over the past several months to ensure that the proposed ordinance amendments for consideration of the Board is compliant with the above standards. DWR has also coordinated on behalf of the County with FEMA to ensure that FEMA approves of the proposed ordinance amendments.

Communities that fail to enact the necessary floodplain management regulations will be suspended from participation in the NFIP and subject to the prohibitions contained in Section 202(a) of the Flood Disaster Protection Act of 1973 as amended, and 44 CFR Part 59.24.

PROPOSED AMENDMENTS: The proposed ordinance amendment under OA_2025-0001 amends Chapter 22.17 – Floodplain Ordinance to include the new requirements prescribed by FEMA in order to achieve full compliance with the requirements of the NFIP and ensure that the residents of the unincorporated areas of Mendocino County can continue to secure flood insurance for their properties affected by flood hazard zones.

The proposed ordinance includes amendments to Mendocino County Code (MCC) sections 22.17.105, 22.17.110, 22.17.120, 22.17.130, and 22.17.145 to include the following definitions:

- Agricultural Structure
- ASCE 24
- Building Code
- Design Flood
- Design Flood Elevation
- FEMA
- Flood Control Project
- Letter of Map Change

The proposed ordinance includes a date correction in MCC section 22.17.210 as it relates to the date of the FIS for unincorporated Mendocino County as well as paragraph and spacing changes to MCC section 22.17.240.

The existing language in MCC sections 22.17.220 and 22.17.225 were renumbered to MCC sections 22.17.230 and 22.17.235 and new language is proposed to be added in their place relating to coordination of MCC Chapter 22.17 with the requirements of the California Building Standards Code and California Code of Regulations Title 14 Part 2 Appendix G regarding Flood-Resistant Construction. Appendix G was previously adopted by the County as part of MCC Chapter 18.04.

MCC section 22.17.305 is proposed to be amended to add subsections (F) and (G) which contain requirements regarding additional analyses and certification as well as submission of additional data to comply with 44 CFR Section 65.3 and 44 CFR Section 60.3(d)(3).

MCC section 22.17.315 is proposed to be amended to clarify the duties and responsibilities of the Floodplain Administrator including permit review criteria. These amendments address other required state and federal permit requirements and procedures for substantial improvement and substantial damage determinations.

The existing language in MCC section 22.17.320 is proposed to be renumbered to MCC section 22.17.330 and new language is proposed to be added in its place regarding Flood Control Projects and the general purpose for requirement of a permit. MCC section 22.17.325 is also proposed to be added to address application requirements for said Flood Control Projects.

MCC section 22.17.405(A)(3)(a) is proposed to be amended to modify the requirement for residential construction and new or substantial improvements to reduce the required lowest floor height (including basement) to one (1) foot above either the base flood elevation or, in an AO zone, above the highest adjacent grade if no depth number is specified. The reduction in the height above base flood elevation will align the County's ordinance with FEMA and California Building Code standards. Adequate protection is still provided by the reduction in the standard and individuals are not precluded from exceeding the minimum standard. MCC section 22.17.405(B) is proposed to be amended to address all new construction and substantial improvements of non-residential structures within Zones A1-30, AE, and AH in conformance with 44 CFR Section 60.3(c)(4). This includes specific standards for attached garages, detached garages and accessory structures, utility and miscellaneous group U structures and agricultural structures.

The existing language in MCC section 22.17.420 is proposed to be renumbered to MCC section 22.17.415, which is proposed for deletion, and new language is proposed to be added in its place addressing standards for manufactured homes that are in addition to the provisions for manufactured homes contained in Appendix G of the Building Code.

MCC section 22.17.430 is proposed to be amended to address the prohibition on encroachments including fill, new construction, substantial improvement and other new development unless proper floodway encroachment analysis has been completed and to include additional requirements regarding the placement of fill in the floodway. These requirements are added in conformance with 44 CFR Section 60.3(d)(3).

MCC section 22.17.440 is proposed to be added for standards for non-structural fill or alteration of sand dunes in coastal high-hazard areas (Zone V/VE) and Coastal A Zones. This section addresses non-structural fill or alteration of sand dunes and permitting requirements including requirements to have such activities authorized by the appropriate federal, state and local authorities. Similarly, MCC section 22.17.445 is proposed to be added to address other site improvements that may be proposed within coastal high-hazard areas (Zone V/VE) and Coastal A Zones, including but not limited to bulkheads, seawalls, retaining walls, revetments, and similar erosion control devices, solid fences and privacy walls, and onsite sewage treatment and disposal systems.

MCC section 22.17.450 is proposed to be added addressing elevation requirements for certain manufactured home parks and subdivisions.

MCC section 22.17.510 regarding consideration of variances is proposed to be amended to align referenced flood insurance premium rates to align with the rates determined by the National Flood Insurance Program according to actuarial risk.

Other amendments made throughout the Chapter include renumbering of sections and corrected and updated section references to ensure consistency with proposed amendments.

In summary, the majority of the proposed additions and modifications to the Floodplain Ordinance are codifying requirements of the NFIP as well as processes and procedures that the Department was already implementing to improve transparency and streamline the availability of information for floodplain compliance. In addition, references are made in regards to the requirements of Appendix G (Flood Resistant Construction) contained in the California Building Standards Code to establish that any development subject to the Floodplain Ordinance is required to comply with both.

GENERAL PLAN CONSISTENCY: The Development Element of the General Plan contains the following policies related to floodplain protection.

Policy DE-202: *Development in the designated 100-year flood plain areas shall be consistent with all applicable federal regulations regarding flooding.*

The proposed ordinance amendments ensure that any development within designated flood plain areas are consistent with federal regulations and actually address current deficiencies in the County's ordinance.

Policy DE-204: *Continue participation in the Federal Emergency Management Agency's National Flood Insurance Program.*

The proposed ordinance amendments will allow the County to remain in the NFIP as without adopting the amendments, the County would jeopardize our continued participation due to having a non-compliant ordinance.

Policy DE-205: *Collaborate with the Federal Emergency Management Agency and other relevant agencies to update the National Flood Insurance Program Hazard Maps.*

The County collaborated with FEMA, the California Department of Water Resources and other relevant agencies during the preparation of the updated FIS and FIRM for the community, including submitting an appeal to the original maps that were prepared. As noted in the March 19, 2025 letter to the County from FEMA, FEMA determined that changes were warranted based upon the submitted technical data with the appeals filed by both the County and the City of Ukiah. As a result, the updated FIS and FIRM reflect these changes.

The proposed ordinance amendments align with the County's General Plan based upon the above policies and analysis and, if adopted, will support the County's continued participation in NFIP.

ENVIRONMENTAL REVIEW: The project is Categorically Exempt from CEQA per CEQA Guidelines Section 15308, which exempts actions of regulatory agencies for the protection of the environment. Adoption of the ordinance will serve to maintain, enhance, and protect the environment of the County's unincorporated areas of Mendocino County by addressing the cumulative effects of obstructions in areas of special flood hazards, which increase flood heights and velocities that also contribute to flood loss.

RECOMMENDED ACTION: Introduce and Waive First Reading of an Ordinance Amending Mendocino County Code Chapter 22.17 (Floodplain Ordinance) to comply with Federal and State regulations, including conformance with the newly adopted Flood Insurance Study (FIS) and Floor Insurance Rate Map (FIRM) for Mendocino County.

ATTACHMENTS:

A. March 19, 2025, Notification to BOS, FEMA Final Flood Hazards Determination
B. DWR FPO-Review
C. Draft Ordinance (Redline)
D. Draft Ordinance (Clean)
E. Ordinance Summary

Federal Emergency Management Agency

Washington, D.C. 20472

March 19, 2025

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

IN REPLY REFER TO:
19P

The Honorable John Haschak
Chair, Board of Supervisors
Mendocino County Administration Center
501 Low Gap Road, Room 1010
Ukiah, CA 95482

Community Name: Mendocino County, California (Unincorporated Areas)
Community No.: 060183
Map Panels Affected: See FIRM Index

Dear Chair Haschak:

This is to notify you of the final flood hazard determination for Mendocino County, California and Incorporated Areas, in compliance with Title 44, Chapter I, Part 67, Section 67.11, Code of Federal Regulations (CFR). This section requires that notice of final flood hazards shall be sent to the Chief Executive Officer of the community, all individual appellants, and the State Coordinating Agency, and shall be published in the *Federal Register*.

The statutory 90-day appeal period that was initiated for your community when the Department of Homeland Security's Federal Emergency Management Agency (FEMA) published a notice of proposed flood hazard determinations for your community in the local newspaper has elapsed. FEMA did receive appeals of the proposed flood hazard determinations during that time. The technical data submitted in support of the appeals has been evaluated and the appeals have been resolved in accordance with the requirements of 44 CFR Part 67. We determined that changes were warranted based on the submitted data and have incorporated the applicable changes on the final copies of the Flood Insurance Study (FIS) and Flood Insurance Rate Map (FIRM) for your community.

Accordingly, the flood hazard determinations for your community are considered final. The final notice for flood hazard determinations will be published in the *Federal Register* as soon as possible. The FIS report and FIRM for your community will become effective on September 19, 2025. Before the effective date, we will send your community final printed copies of the FIS report and FIRM. For insurance purposes, the community number and new suffix code for the panels being revised are indicated on the FIRM and must be used for all new policies and renewals.

Because the FIS report for your community has been completed, certain additional requirements must be met under Section 1361 of the National Flood Insurance Act of 1968, as amended, within 6 months from the date of this letter.

It must be emphasized that all the standards specified in 44 CFR Part 60.3(d) and (e) of the National Flood Insurance Program (NFIP) regulations must be enacted in a legally enforceable document. This includes adoption of the current effective FIS report and FIRM to which the regulations apply and other modifications made by this map revision. Some of the standards should already have been enacted by your community in order to establish initial eligibility in the NFIP. Your community can meet any additional requirements by taking one of the following actions in this Paragraph of the NFIP regulations:

1. Amending existing regulations to incorporate any additional requirements of 44 CFR Part 60.3(d) and (e);

2. Adopting all the standards of 44 CFR Part 60.3(d) and (e) into one new, comprehensive set of regulations; or

3. Showing evidence that regulations have previously been adopted that meet or exceed the minimum requirements of 44 CFR Part 60.3(d) and (e).

Also, prior to the effective date, your community is required, as a condition of continued eligibility in the NFIP, to adopt or show evidence of adoption of the floodplain management regulations that meet the standards of 44 CFR Part 60.3(d) and (e) of the NFIP regulations by the effective date of the FIRM. These standards are the minimum requirements and do not supersede any State or local requirements of a more stringent nature.

Many states and communities have adopted building codes based on the International Codes (I-Codes); the model I-Codes (2009 and more recent editions) contain flood provisions that either meet or exceed the minimum requirements of the NFIP for buildings and structures. The model codes also contain provisions, currently found in an appendix to the International Building Code, that apply to other types of development and NFIP requirements. In these cases, communities should request review by the NFIP State Coordinator to ensure that local floodplain management regulations are coordinated (not duplicative or inconsistent) with the State or Local building code. FEMA's resource, *Reducing Flood Losses through the International Code: Coordinating Building Codes and Floodplain Management Regulations, 5th Edition (2019)*, provides some guidance on this subject and is available at https://www.fema.gov/emergency-managers/risk-management/building-science/building-codes/flood.

Communities that fail to enact the necessary floodplain management regulations will be suspended from participation in the NFIP and subject to the prohibitions contained in Section 202(a) of the Flood Disaster Protection Act of 1973 (Public Law 93-234) as amended, and 44 CFR Part 59.24.

To assist your community in maintaining the FIRM, we have enclosed a Summary of Map Actions (SOMA) to document previous Letters of Map Change (LOMC) actions (i.e., Letters of Map Amendment, Letters of Map Revision) that will be affected when the revised FIRM panels referenced above become effective. If no LOMCs were issued previously for your community, you are receiving a SOMA for informational purposes only.

Once the FIS report and FIRM are printed and distributed, the digital files containing the flood hazard data for the entire county can be provided for use in a computer mapping system. These files can be used in conjunction with other thematic data for floodplain management purposes, insurance requirements, and many other planning applications. Copies of the digital files of the FIRM panels may be obtained by calling our FEMA Mapping and Insurance eXchange (FMIX), toll free, at (877) 336-2627 (877-FEMA MAP) or by visiting the Map Service Center at https://www.msc.fema.gov. In addition, your community may be eligible for additional credits under our Community Rating System if you implement your activities using digital mapping files.

For assistance with your floodplain management ordinance or enacting the floodplain management regulations, please contact Kelly Soule, NFIP State Coordinator for California by telephone at (916) 820-7570. If you should require any additional information, we suggest that you contact the Director, Mitigation Division of FEMA, Region 9 at (510) 627-7100 for assistance. If you have any questions concerning mapping issues in general or the enclosed SOMA, please call our FMIX at the telephone number shown above. Additional information and resources you may find helpful regarding the NFIP and floodplain management can be found on our website at https://www.fema.gov/flood-maps. Copies of these documents may also be obtained by calling our FMIX.

Sincerely,

Luis V. Rodriguez, P.E.
Director, Engineering and Modeling Division
Risk Management Directorate | Resilience

Enclosure:
Final SOMA

cc: Community Map Repository
Julia Krog, Director of Planning & Building Services, Mendocino County
Kelly Soule, State NFIP Coordinator, California Department of Water Resources
Mike Mierzwa, State Floodplain Manager, California Department of Water Resources
MD Haque, State Floodplain Mapping Lead, California Department of Water Resources
Anntonette Duncan, CAP-SSSE, California Department of Water Resources

FINAL SUMMARY OF MAP ACTIONS

Community: MENDOCINO COUNTY Community No: 060183

To assist your community in maintaining the Flood Insurance Rate Map (FIRM), we have summarized below the effects of the enclosed revised FIRM panels(s) on previously issued Letter of Map Change (LOMC) actions (i.e., Letters of Map Revision (LOMRs), Letter of Map Revision based on Fill (LOMR-Fs), and Letters of Map Amendment (LOMAs)) that will be affected when the revised FIRM becomes effective on September 19, 2025.

1. LOMCs Incorporated

The modifications effected by the LOMCs listed below will be reflected on the revised FIRM. In addition, these LOMCs will remain in effect until the revised FIRM becomes effective.

LOMC	Case No.	Date Issued	Project Identifier	Original Panel	Current Panel
			NO CASES RECORDED		

2. LOMCs Not Incorporated

The modifications effected by the LOMCs listed below will not be reflected on the revised FIRM panels or will not be reflected on the revised FIRM panels because of scale limitations or because the LOMC issued had determined that the lot(s) or structure(s) involved were outside the Special Flood Hazard Area, as shown on the FIRM. These LOMCs will remain in effect until the revised FIRM becomes effective. These LOMCs will be revalidated free of charge 1 day after the revised FIRM becomes effective through a single revalidation letter that reaffirms the validity of the previous LOMCs.

FINAL SUMMARY OF MAP ACTIONS

Community: MENDOCINO COUNTY Community No: 060183

2A. LOMCs on Revised Panels

LOMC	Case No.	Date Issued	Project Identifier	Original Panel	Current Panel
LOMA	96-09-872A	07/15/1996	YOKAYO RANCHO,THE PORTION OF LOT 118; 2730 REDEMEYER RD	0601830803B	06045C1512G
LOMA	09-09-0418A	12/23/2008	PARCEL 4, MINOR SUB 08-2000 -- 51, 75 & 101 KUNZLER RANCH ROAD	0601830784B	06045C1512G
LOMA	11-09-4174A	11/07/2011	ROGINA SUBDIVISION, LOT 15 -- 850 WATSON ROAD	06045C1518F	06045C1518G
LOMA	12-09-0238A	12/20/2011	TALMAGE COURT, LOT 12 -- 1570 TALMAGE COURT	06045C1518F	06045C1518G
LOMA	12-09-2779A	08/28/2012	HEALEY'S SURVEY AND MAP OF YOKAYO RANCHO, LOT 144 -- 2051 WEST STREET	06045C1518F	06045C1518G
LOMR-FW	12-09-2711A	09/18/2012	TALMAGE COURT SUBDIVISION, LOT 29 -- 1791 TALMAGE COURT	06045C1518F	06045C1518G
LOMA	13-09-3020A	08/27/2013	HEALEY'S SURVEY AND MAP OF THE YOKAYO RANCHO, LOTS 43 & 89 -- 1400 RECREATION ROAD	06045C1518F	06045C1518G
LOMR-F	14-09-1021A	01/28/2014	YOKAYO RANCHO, LOT 18 -- 650 FORD ROAD	06045C1512F	06045C1512G
LOMA	14-09-1984A	04/24/2014	A. F. BURKE SUBDIVISION, LOT 10 -- 2030 BURKE ROAD	06045C1518F	06045C1518G
LOMR-FW	14-09-2541A	04/24/2014	A. F. BURKE SUBDIVISION, LOT 10 -- 2030A BURKE ROAD	06045C1518F	06045C1518G
LOMA	15-09-0432A	12/16/2014	TALMAGE COURT SUBDIVISION, LOT 18 -- 1540 TALMAGE COURT	06045C1518F	06045C1518G
LOMR-FW	15-09-0804A	01/22/2015	APN:181-041-01 -- 900 TALMAGE ROAD	06045C1518F	06045C1518G
LOMA	15-09-2487A	08/13/2015	TALMAGE COURT, LOT 28 -- 1501 TALMAGE COURT	06045C1518F	06045C1518G
LOMR-F	16-09-0098A	01/11/2016	YOKAYO RANCHO, LOT 117 -- 2700 NORTH STATE STREET	06045C1512F	06045C1512G
LOMA	17-09-2426A	09/05/2017	TALMAGE COURT SUBDIVISION, LOT 14 -- 1560 TALMAGE COURT	06045C1518F	06045C1518G
LOMA	19-09-0443A	01/15/2019	CALPELLA FRUIT LAND TRACT NO. 4, LOT 7 -- 410 FORD ROAD	06045C1512F	06045C1512G

FINAL SUMMARY OF MAP ACTIONS

Community: MENDOCINO COUNTY Community No: 060183

LOMC	Case No.	Date Issued	Project Identifier	Original Panel	Current Panel
LOMR-FW	20-09-0508A	02/14/2020	TALMAGE COURT SUBDIVISION, LOT 30 -- 1511 TALMAGE COURT	06045C1518F	06045C1518G
LOMR-FW	20-09-0805A	03/13/2020	TALMAGE COURT SUBDIVISION, LOT 31 -- 1781 TALMAGE COURT	06045C1518F	06045C1518G
LOMA	20-09-1970A	09/29/2020	TALMAGE COURT SUBDIVISION, LOT 37 -- 1751 TALMAGE COURT	06045C1518F	06045C1518G
LOMR-F	21-09-0459A	01/27/2021	REVISED SUBDIVISION OF THE BRUNNER-BRIGGS ADDITION NO. 1, LOTS 16 & 17 -- 355 BRUSH STREET	06045C1512F	06045C1512G
LOMA	21-09-1549A	09/22/2021	A. F. BURKE SUBDIVISION, LOT 15 -- 2020 GLENROB AVENUE	06045C1518F	06045C1518G
LOMR-F	22-09-0944A	04/26/2022	REVISED SUBDIVISION OF THE BRUNNER-BRIGGS ADDITION NO. 1, LOTS 16-17 -- 501 BRUSH STREET	06045C1512F	06045C1512G
LOMR-F	92-09-137G	07/21/1992	LOTS 4, 5 AND 8-12, REVISED SUBDIV OF BRUNNER-BRIGGS ADDITION NO.1	0601830803B	06045C1512G
LOMA	11-09-1370A	03/08/2011	810 FORD ROAD	0601830803B	06045C1512G

FINAL SUMMARY OF MAP ACTIONS

Community: MENDOCINO COUNTY Community No: 060183

2B. LOMCs on Unrevised Panels

LOMC	Case No.	Date Issued	Project Identifier	Original Panel	Current Panel
LOMR-F	199106867FIA	06/14/1991	LOTS 1-30 VICHY SPRINGS COMM HOMES UNIT 1	0601830803B	06045C1516F
LOMA	92-09-070B	02/25/1992	31581 CHESTNUT STREET	0601830550C	06045C1016G
LOMR-F	92-09-080G	03/13/1992	LOT 22 FORSYTHE VILLAGE, UNIT 1	0601830694B	06045C1313F
LOMA	93-09-100A	12/04/1992	15671 FOREST VIEW ROAD, MEDNOCINO COAST SUBDIV.	0601830750B	06045C1600G
LOMA	93-09-099A	12/08/1992	15561 FOREST VIEW ROAD, MENDOCINO COAST SUBDIV.	0601830750B	06045C1600G
LOMA	93-09-217A	02/08/1993	MOUNTAIN RIVER RANCH, LOT 37, TRACT 151	0601830700B	06045C1325F
LOMR-F	93-09-334A	04/01/1993	7925 OAK POND COURT, FORSYTHE VILLAGE SUBDIVISION	0601830694B	06045C1313F
LOMA	93-09-124A	04/07/1993	2221/2223 SOUTH DORA STREET -- MS 76-77, PARCEL 3	0601830794B	06045C1677F
LOMR-F	94-09-071A	12/15/1993	UNIT 1: LOT 25 2350 APPOLINARIS DRIVE	0601830803B	06045C1516F
LOMR-F	95-09-037A	10/25/1994	THE FRONT 115 FEET OF LOTS 24, 25, AND 27-- THE FRONT 110 FEET OF LOTS 26 AND 28-- AND ALL OF LOTS 2	0601830803B	06045C1516F
LOMA	95-09-023A	11/10/1994	A PORTION OF THE NW 1/4, SW 1/4, SECTION 9, T18N, R13W-- 3151 HEARST ROAD	0601830600B	06045C1112G
LOMA	95-09-293A	03/30/1995	YOKAYO RANCHO, LOT 62-- 3850 BURKE HILL RD.	0601830813B	06045C1677F
LOMA	95-09-416A	05/10/1995	PARCEL --145 FIRCREST DR	0601830794B	06045C1677F
LOMA	95-09-427A	05/18/1995	2301 SOUTH DORA STREET -- MS 11-92, PARCEL 1	0601830794B	06045C1677F
LOMA	95-09-998A	11/03/1995	MT.DIABLO BASE & MERIDIAN,THE SOUTHERNMOST 1,000-FOOT PORTION OF THE NORTHWEST 1/4 OF SECTION 9 & TH	0601830587C	06045C1112G

FINAL SUMMARY OF MAP ACTIONS

Community: MENDOCINO COUNTY Community No: 060183

LOMC	Case No.	Date Issued	Project Identifier	Original Panel	Current Panel
LOMA	96-09-097A	01/16/1996	DOOLEY RANCH - SANEL RANCHO,A PORTION OF LOT 5-A-- 13650 LADELLE HILLTOP DRIVE	0601830914B	06045C1852F
LOMA	96-09-202A	01/22/1996	MT.DIABLO BASE & MERIDIAN,A PORTION OF THE SOUTHWEST 1000' PORTION OF THE NORTHWEST 1/4OF SECTION 9	0601830587C	06045C1112G
LOMA	96-09-405A	03/01/1996	FAIRVIEW ACRES, LOT 15--3569 RICHARD COURT	0601830813B	06045C1677F
LOMA	96-09-732A	06/06/1996	CALPELLA FRUIT LAND TRACT,A PORTION OF LOT 10; 1700 ROAD B	0601830713B	06045C1314F
LOMA	99-09-795A	07/12/1999	2197 SOUTH DORA -- PARCEL MAP MS 76-77, PARCEL 1	0601830794B	06045C1677F
LOMA	00-09-677A	06/14/2000	YOKAYO RANCHO, LOT 73 -- 2146 SOUTH STATE STREET	0601830794B	06045C0775F
LOMA	00-09-1026A	10/16/2000	BEL ARBRES ESTATES, LOT 4 -- 700 BEL ARBRES ROAD	0601830694B	06045C1313F
LOMA	01-09-065A	12/29/2000	470 EAST VALLEY STREET -- PORTION OF SECTION 18, T18N, R13W, M.D.B.&M., PARCEL 2	0601830587C	06045C1115G
LOMA	01-09-1014A	08/15/2001	ROWE TRACT, LOT 20 -- 2251 VALLEY ROAD	0601830600B	06045C1115G
LOMA	01-09-1143A	10/03/2001	TRACT 211, COUNTRY MEADOW ESTATES, LOT 5 -- 1950 CORI LANE	0601830692B	06045C1314F
LOMR-F	01-09-606A	10/24/2001	TRACT 252, WEST FORK SUBDIV UNIT 1, LOTS 1-47	0601830784B	06045C1504F
LOMA	02-09-122A	01/18/2002	YOKAYO RANCHO, PORTION OF LOT 72, PARCEL 2 -- 180 WHITMORE LANE	0601830794B	06045C1677F
LOMA	02-09-223A	02/01/2002	ROWE TRACT, LOT 18 -- 2351 VALLEY ROAD	0601830600B	06045C1125G
LOMA	02-09-590A	04/24/2002	2285 SOUTH DORA STREET -- PARCEL MAP, MINOR SUBDIV 99-82, PARCEL 2	0601830794B	06045C1677F
LOMR-F	02-09-955A	09/18/2002	WEST FORK SUBDIV UNIT 3, LOTS 1-51	0601830784B	06045C1504F
LOMR-F	03-09-0192A	01/27/2003	TRACT 253, WEST FORK SUBDIV UNIT 2, LOTS 1-28	0601830803B	06045C1504F

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LOMC	Case No.	Date Issued	Project Identifier	Original Panel	Current Panel
LOMA	03-09-0881A	07/09/2003	CAPELLA FRUIT LAND TRACT, LOT 2 -- 1800 ROAD B	0601830713B	06045C1314F
LOMA	04-09-0008A	12/03/2003	2801 OAK COURT ROAD (APN: 184-033-05)	0601830794B	06045C1677F
LOMA	05-09-0085A	12/13/2004	MINOR SUBDIV NO. 99-82, PORTION OF PARCEL 3 -- 2287 SOUTH DORA STREET	0601830794B	06045C1677F
LOMA	05-09-0298A	03/04/2005	DUNCAN ESTATES SUBDIV, TRACT 4	0601830914B	06045C1853F
LOMA	05-09-1199A	07/26/2005	G&O COUNTRY CLUB MOBILE HOME PARK, LOT 45, 3900 NORTH STATE STREET	0601830782B	06045C1504F
LOMA	05-09-1472A	09/07/2005	MINOR SUBDIV, PARCEL 1 -- 9000 EAST ROAD	0601830692B	06045C1314F
LOMA	05-09-1260A	10/11/2005	PARCEL A, PARCEL MAP NO. 62-84 -- 9000 EAST ROAD	0601830692B	06045C1314F
LOMA	06-09-B543A	03/21/2006	1751, 1781, 180, 1851, 1840 DANIEL WAY -- Parcels 1 - 4 and Remainder Parcel, Minor No. 10-03	0601830692B	06045C1314F
LOMA	06-09-BB62A	10/20/2006	YOKAYO RANCHO, LOT 72 -- 50 NORTH COURT ROAD	0601830794B	06045C1677F
LOMR-F	06-09-BG45A	11/07/2006	NICOLL SUBDIV, LOTS 1-15 -- 301 CARTER LANE	0601830784B 0601830803B	06045C1504F
LOMA	07-09-0445A	02/06/2007	45860 SOUTH MEADOW LANE -- A portion of Sec 2, T21N, R15W, M.D.M.	0601830316B	06045C0659F
LOMA	07-09-1172A	05/03/2007	63290 BIG BEND LODGE ROAD -- PORTION OF SECTION 19, T23N, R16W, M.D.B.&.M. (CA)	0601830175B	06045C0450F
LOMA	08-09-1285A	07/31/2008	2875 OAK COURT ROAD -- LOT 72, YOKAYO RANCHO	0601830794B	06045C1677F
LOMA	08-09-1217A	08/14/2008	2851 OAK COURT ROAD	0601830794B	06045C1677F
LOMA	94-09-431A	11/13/2008	2010 PARK CREEK LANE	0601830794B	06045C1678F
LOMA	09-09-1105A	04/09/2009	2910 MILL CREEK ROAD	0601830811B	06045C1519F

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LOMC	Case No.	Date Issued	Project Identifier	Original Panel	Current Panel
LOMA	09-09-1170A	04/14/2009	12301 HEWLITT & STURTEVANT ROAD	0601830914B	06045C1851F
LOMA	09-09-2184A	08/18/2009	2825 OAK COURT ROAD	0601830794B	06045C1677F
LOMA	09-09-2719A	08/27/2009	PACIFIC SANDS SUBDIV, LOT 11 -- 33261 OCEAN VIEW DRIVE	0601830425B	06045C0820G
LOMA	10-09-0954A	01/26/2010	LOT 14, MOUNTAIN RIVER RANCH -- 4060 FISHER LAKE DRIVE	0601830700B	06045C1325F
LOMA	10-09-1376A	03/04/2010	(70-RS) PORTION OF SECTION 17, T18N, R13W, M.D.B.&M. -- 1501 HEARST WILLITS ROAD	0601830587C	06045C1112G
LOMA	10-09-3894A	11/12/2010	(70-RS) 141 NORGARD LANE	0601830813B	06045C1677F
LOMA	11-09-0296A	11/18/2010	(70-RS) PARCEL 2, MINOR SUBDIVISION 62-84 -- 8970 EAST ROAD	0601830692B	06045C1314F
LOMA	11-09-0342A	11/18/2010	(70-R) 2821 BRIGGS LANE	0601830794B	06045C1677F
LOMA	11-09-0450A	12/07/2010	(70-RS) LOT 10, TRACT 211, COUNTRY MEADOW ESTATES -- 1971 CORI LANE	0601830692B	06045C1314F
LOMA	10-09-3880A	01/20/2011	(70-RS) CALPELLA FRUIT LAND TRACT -- 1601 ROAD B	0601830713B	06045C1314F
LOMA	11-09-2926A	08/23/2011	(70-RS) A PORTION OF SECTION 33, T17N, R11W, M.D.B. & M. -- 9501 EAST SIDE ROAD	0601830725B	06045C1350F
LOMA	11-09-3636A	08/30/2011	SECTION 21, T22N, R12W, MOUNT DIABLO MERIDIAN -- 72000 HILL ROAD	06045C0550F	06045C0550F
LOMA	11-09-3518A	09/08/2011	PARCEL MAP MS NO. 30-88, LOT 2 -- 2311 SOUTH DORA STREET	06045C1677F	06045C1677F
LOMA	11-09-3484A	09/20/2011	MOUNTAIN RIVER RANCH SUBDIVISION, LOT 42 -- 12725 TOMKI ROAD	06045C1325F	06045C1325F
LOMA	11-09-4132A	09/29/2011	FAIRVIEW ACRES SUBDIVISION NO. 2, LOT 2 -- 3491 LELAND AVENUE	06045C1677F	06045C1677F
LOMA	11-09-3914A	10/13/2011	YOKAYO RANCHO, PORTION OF LOT 128 -- 910 EAST SCHOOL WAY	06045C1314F	06045C1314F

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LOMC	Case No.	Date Issued	Project Identifier	Original Panel	Current Panel
LOMA	11-09-3893A	10/20/2011	YOKAYO RANCHO, LOT 73 -- 2291 SOUTH DORA STREET	06045C1677F	06045C1677F
LOMA	11-09-3952A	10/27/2011	PARCEL MAP M.D. 312-73, PARCEL 1 -- 150 GOBALET LANE	06045C1677F	06045C1677F
LOMR-VZ	11-09-4024A	11/03/2011	ISLAND COVE ESTATES, LOT 46 -- 30250 SOUTH HIGHWAY 1	06045C1920F	06045C1920G
LOMA	11-09-4073A	11/07/2011	SECTION 8, T16N, R17W, MOUNT DIABLO MERIDIAN -- 7001 NORTH HIGHWAY 1	06045C1200F	06045C1200G
LOMR-VZ	12-09-0176A	12/15/2011	ISLAND COVE ESTATES, LOT 48 -- 30150 SOUTH HIGHWAY 1	06045C1920F	06045C1920G
LOMA	12-09-0133A	12/22/2011	SECTION 24, T18N, R18W, M.D.M. -- 18070 OCEAN DRIVE	06045C1016F	06045C1016G
LOMA	12-09-0239A	12/20/2011	PARCEL MAP 72-11, PARCEL 1 -- 42200 COVELO ROAD	06045C0925F	06045C0925F
LOMA	12-09-0322A	12/27/2011	MOUNTAIN RIVER RANCH, TRACT 151, LOT 44 -- 12685 TOMKI ROAD	06045C1325F	06045C1325F
LOMA	12-09-0411A	01/05/2012	2901 BRIGGS LANE	06045C1677F	06045C1677F
LOMA	12-09-0439A	01/05/2012	SECTION 32, T17N, R11W -- 9550 EAST ROAD	06045C1336F	06045C1336F
LOMA	12-09-0717A	01/05/2012	INDIAN SHOALS TRACT, PORTION OF LOT 3 -- 45500 INDIAN SHOALS	06045C1200F	06045C1200G
LOMA	12-09-0344A	01/19/2012	TRACT 211, COUNTRY MEADOW ESTATES, LOT 4 -- 1960 CORI LANE	06045C1314F	06045C1314F
LOMA	12-09-0555A	01/19/2012	13801 POWERHOUSE ROAD	06045C1350F	06045C1350F
LOMR-VZ	12-09-0654A	01/19/2012	TRACT 95, SMUGGLERS COVE SUBDIVISION, LOT 11 -- 36600 DOUBLOON WAY	06045C1950F	06045C1950G
LOMA	12-09-0626A	01/26/2012	THE MEADOWS MOBILE HOME PARK, LOT 31 -- 8686 EAST ROAD #31	06045C1314F	06045C1314F
LOMA	12-09-0849A	01/24/2012	TRACT 95, SMUGGLER'S COVE SUBDIVISION, LOT 4 -- 47081 PIRATES DRIVE	06045C1950F	06045C1950G

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LOMC	Case No.	Date Issued	Project Identifier	Original Panel	Current Panel
LOMA	12-09-0518A	02/02/2012	31900 ROSS RANCH ROAD	06045C1010F	06045C1010G
LOMA	12-09-0603A	02/07/2012	SECTION 33, T17N, R11W -- 11250 BURRIS LANE	06045C1350F	06045C1350F
LOMA	12-09-1023A	02/23/2012	PARCEL MAP M.S. 11-92, PARCEL 2 -- 2307 SOUTH DORA STREET	06045C1677F	06045C1677F
LOMA	12-09-1014A	03/15/2012	SECTION 28, T22N, R15W -- 50260 NORTH HIGHWAY 101	06045C0675F	06045C0675F
LOMA	12-09-1017A	03/13/2012	PORTION SECTION 13, T11N, R15W, M.D.B. & M. -- 7400 HIGHWAY 128	06045C1650F	06045C1650F
LOMA	12-09-1192A	04/03/2012	SECTIONS 29 & 32, T13N, R11W, M.D.B.M. -- 16181 MOUNTAIN HOUSE ROAD	06045C1854F	06045C1854F
LOMA	12-09-1384A	04/26/2012	8890 EAST ROAD	06045C1314F	06045C1314F
LOMA	12-09-1403A	04/26/2012	TRACT 211, COUNTRY MEADOWS ESTATES, LOT 8 -- 1951 CORI LANE	06045C1314F	06045C1314F
LOMA	12-09-1920A	06/12/2012	TRACT 211, COUNTRY MEADOW ESTATES, LOT 3 -- 1970 CORI LANE	06045C1314F	06045C1314F
LOMA	12-09-2456A	08/02/2012	SECTIONS 28 AND 29, T20N, R17W -- 30290 NORTH HIGHWAY 1	06045C0820F	06045C0820G
LOMA	12-09-2891A	08/28/2012	13801 OLD RIVER ROAD	06045C1851F 06045C1853F	06045C1851F 06045C1853F
LOMA	12-09-3193A	10/02/2012	13801 OLD RIVER ROAD (KIOSK & CULINARY STORAGE BUILDINGS)	06045C1851F 06045C1853F	06045C1851F 06045C1853F
LOMA	13-09-0167A	11/15/2012	6040 EAST SIDE CALPELLA ROAD	06045C1502F	06045C1502F
LOMA	13-09-0073A	11/20/2012	12650 & 12651 POWERHOUSE ROAD	06045C1328F	06045C1328F
LOMR-FW	13-09-0342A	12/21/2012	PARCEL 1, MS NO. 17-95 -- 17855 FARRER LANE	06045C1663F	06045C1663F
LOMA	13-09-0647A	01/17/2013	SECTION 20, T22N, R12W -- 74000 DOBIE LANE	06045C0550F	06045C0550F

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LOMC	Case No.	Date Issued	Project Identifier	Original Panel	Current Panel
LOMR-VZ	13-09-0960A	01/31/2013	TRACT NO. 154, OLD COLLINS LANDING SUBDIVISION, LOT 1 -- 36200 SOUTH HIGHWAY ONE	06045C1950F	06045C1950G
LOMA	13-09-1409A	04/09/2013	PARCEL MAP M.S. 11-92, PARCEL 3 -- 2309 SOUTH DORA STREET	06045C1677F	06045C1677F
LOMA	13-09-1486A	04/16/2013	YOKAYO RANCHO, PORTION OF LOTS 128 & 130 -- 1848 DANIEL WAY	06045C1314F	06045C1314F
LOMR-VZ	13-09-2306A	07/16/2013	CASPAR SOUTH SUBDIVISION UNIT NO. 1, LOT 18 -- 45525 SOUTH CASPAR DRIVE	06045C1200F	06045C1200G
LOMR-VZ	13-09-2824A	08/08/2013	SMUGGLERS COVE SUBDIVISION, LOT 6 -- 47100 PIRATES DRIVE	06045C1950F	06045C1950G
LOMA	13-09-3019A	08/27/2013	YOKAYO RANCHO, LOT 116 -- 5050 EAST SIDE CALPELLA ROAD	06045C1504F	06045C1504F
LOMA	13-09-3021A	08/27/2013	SECTION 17, T18N, R13W, MOUNT DIABLO MERIDIAN -- 1750 CENTER VALLEY ROAD	06045C1112F	06045C1112G
LOMA	13-09-3188A	10/17/2013	461 OAK KNOLL ROAD	06045C1677F	06045C1677F
LOMA	14-09-0676A	11/26/2013	1360 HOWELL CREEK ROAD	06045C1681F	06045C1681F
LOMA	13-09-3319A	12/10/2013	LAKE VIEW HEIGHTS SUBDIVISION, LOT 7 -- 32776 PARKVIEW DRIVE	06045C1010F	06045C1010G
LOMA	14-09-0477A	12/31/2013	SECTOIN 19 T18N, R11W, MDBM -- 18880 VAN ARSDALE ROAD	06045C1142F	06045C1142F
LOMA	14-09-0368A	01/21/2014	SECTION 28, T18N, R13W, MDBM -- 2261 EAST HILL ROAD	06045C1125F	06045C1115G
LOMA	14-09-1022A	01/30/2014	SECTION 9, T18N, R13W -- 3590 HEARST WILLITS ROAD	06045C1112F	06045C1112G
LOMA	14-09-1311A	02/27/2014	SECTION 35, T22N, R15W -- 47180 MEADOW LANE	06045C0659F	06045C0659F
LOMA	14-09-1743A	03/25/2014	1031 ROAD B (SHED/APARTMENT)	06045C1314F	06045C1314F
LOMA	14-09-2077A	04/22/2014	MINOR SUBDIVISION MS 02-2004, PARCEL 1 -- 47 NORTH COURT ROAD	06045C1677F	06045C1677F

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LOMC	Case No.	Date Issued	Project Identifier	Original Panel	Current Panel
LOMA	14-09-2238A	05/01/2014	MINOR SUBDIVISION NO. MS 44-90, PARCEL 2 -- 1870 DANIEL WAY	06045C1314F	06045C1314F
LOMA	14-09-2448A	05/20/2014	CALPELLA FRUIT LAND TRACT, PORTION OF LOT 34 -- 1051 ROAD B	06045C1314F	06045C1314F
LOMA	15-09-0352A	12/11/2014	2850 SOUTH STATE STREET	06045C1677F	06045C1677F
LOMA	15-09-0350A	12/16/2014	13262 SOUTH HIGHWAY 101	06045C1851F	06045C1851F
LOMA	15-09-0351A	12/16/2014	YOKAYO RANCHO, PORTION LOT 140 -- 3900 NORTH STATE STREET, SPACE 13	06045C1504F	06045C1504F
LOMA	15-09-1809A	06/04/2015	DUNCAN ESTATES, TRACT 2 -- 13771 SOUTH HIGHWAY 101 (RETAIL STORE)	06045C1853F	06045C1853F
LOMA	15-09-1945A	06/18/2015	TRACT 211, COUNTRY MEADOW ESTATES, LOT 2 -- 1980 CORI LANE	06045C1314F	06045C1314F
LOMA	15-09-2854A	09/17/2015	SECTION 18, T17N, R11W -- 12701 POWERHOUSE ROAD (BARN)	06045C1328F	06045C1328F
LOMA	16-09-0916A	02/23/2016	159 WHITMORE LANE	06045C1677F	06045C1677F
LOMR-VZ	16-09-0012A	04/22/2016	SEAFAIR SUBDIVISION, LOT 25 -- 45321 MAR VISTA DRIVE	06045C1200F	06045C1200G
LOMA	16-09-1635A	05/17/2016	SECTION 3, T14N, R15W -- 4870 MONTE BLOYD ROAD	06045C1625F	06045C1625F
LOMA	16-09-2114A	07/12/2016	6195 EAST SIDE CALPELLA ROAD	06045C1502F	06045C1502F
LOMA	16-09-1469A	07/18/2016	2100 SOUTH STATE STREET	06045C1677F	06045C1677F
LOMA	16-09-2785A	09/23/2016	YOKAYO RANCH, LOT 110 -- 933 EAST SCHOOL WAY	06045C1314F	06045C1314F
LOMA	17-09-0370A	12/16/2016	12680 POWERHOUSE ROAD	06045C1328F	06045C1328F
LOMA	17-09-0366A	12/19/2016	SECTION 19, T18N, R17W -- 17800 RAILROAD LANE	06045C1018F	06045C1018F

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LOMC	Case No.	Date Issued	Project Identifier	Original Panel	Current Panel
LOMA	17-09-0671A	01/23/2017	SECTION 1, T22N, R13W -- 76220 PERRY STREET	06045C0517F	06045C0517F
LOMA	17-09-0934A	03/27/2017	SECTION 8, T18N, R17W -- 31300 EAST CHESTNUT STREET	06045C1017F	06045C1017F
LOMA	17-09-1394A	05/22/2017	PARCEL 1 -- 9080 EAST ROAD	06045C1314F	06045C1314F
LOMA	17-09-1941A	07/21/2017	51 EAST HOPKINS STREET (NW SHOP/OFFICE/MAIN SHOP)	06045C1502F	06045C1502F
LOMA	17-09-1990A	07/19/2017	2100 SOUTH STATE STREET (BUILDING 2)	06045C1677F	06045C1677F
LOMA	17-09-2213A	08/11/2017	2820 BRIGGS LANE	06045C1677F	06045C1677F
LOMA	17-09-2694A	12/15/2017	SECTION 18, T16N, R11W -- 4170 HIGHWAY 20	06045C1507F	06045C1507F
LOMA	18-09-0421A	01/03/2018	HEALEY'S MAP AND SURVEY OF THE YOKAYO RANCHO, LOT 72 -- 79 WHITMORE LANE	06045C1677F	06045C1677F
LOMA	18-09-0448A	01/24/2018	SECTION 7, T16N, R12W -- 1110 BEL ARBRES ROAD	06045C1313F	06045C1313F
LOMA	18-09-2101A	09/25/2018	2146 SOUTH STATE STREET	06045C1677F	06045C1677F
LOMA	18-09-2449A	10/29/2018	MINOR SUBDIVISION 106-78, PARCEL 3 -- 2293 SOUTH DORA STREET	06045C1677F	06045C1677F
LOMA	19-09-0746A	02/28/2019	HEALEY'S SURVEY AND MAP OF THE YOKAYO RANCHO, LOT 79 -- 3001 MILL CREEK ROAD	06045C1519F	06045C1519F
LOMA	19-09-1440A	06/20/2019	2401 MEADOW DRIVE	06045C1325F	06045C1325F
LOMA	19-09-1745A	07/29/2019	SECTION 13, T21N, R15W -- 43750 NORTH HIGHWAY 101 (RESIDENCE)	06045C0686F	06045C0686F
LOMA	19-09-1813A	08/14/2019	HALEY'S SURVEY & YOKAYO RANCHO, LOT 59 -- 4550 EL ROBLE ROAD	06045C1683F	06045C1683F
LOMA	19-09-2023A	09/11/2019	23925 EBERLE STREET	06045C0536F	06045C0536F

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LOMC	Case No.	Date Issued	Project Identifier	Original Panel	Current Panel
LOMR-F	19-09-2179A	10/30/2019	13441 SOUTH HIGHWAY 101	06045C1851F	06045C1851F
LOMA	20-09-0868A	03/23/2020	TRACT 211, COUNTRY MEADOW ESTATES, LOT 9 -- 1961 CORI LANE	06045C1314F	06045C1314F
LOMA	20-09-1496A	09/28/2020	FORSYTHE VILLAGE SUBDIVISION, TRACT 215, UNIT 1, LOT 21 -- 7919 OAK POND COURT	06045C1313F	06045C1313F
LOMA	21-09-0562A	05/06/2021	2200 SOUTH STATE STREET	06045C1677F	06045C1677F
LOMR-F	21-09-1138A	06/14/2021	365 FELIZ CREEK ROAD (WAREHOUSE)	06045C1851F	06045C1851F
LOMA	22-09-0629A	03/11/2022	SECTION 18, T16N, R11W -- 4600 EAST HIGHWAY 20	06045C1550F	06045C1550F
LOMA	22-09-0916A	04/19/2022	4001 NORTH STATE STREET	06045C1504F	06045C1504F
LOMA	22-09-0967A	04/26/2022	5100 EASTSIDE CALPELLA ROAD	06045C1504F	06045C1504F
LOMA	22-09-1123A	06/02/2022	TOWN OF SANEL, LOT 22 -- 13280 SOUTH HIGHWAY 101	06045C1851F	06045C1851F
LOMA	22-09-1342A	09/02/2022	CALPELLA FRUIT LAND TRACT, LOT 18 -- 1291 ROAD B	06045C1314F	06045C1314F
LOMA	23-09-1198A	08/25/2023	SECTION 8, T14N, R12W -- 1601 BOONVILLE ROAD	06045C1679F	06045C1679F
LOMA	23-09-1199A	08/29/2023	MINOR SUBDIVISION 62-84, PARCEL 3 -- 8960 EAST ROAD	06045C1314F	06045C1314F
LOMA	24-09-0997A	08/28/2024	13450 ANDERSON VALLEY WAY	06045C1663F	06045C1663F

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3. LOMCs Superseded

The modifications effected by the LOMCs listed below have not been reflected on the Final revised FIRM panels because they are being superseded by new or revised flood hazard information or the information available was not sufficient to make a determination. The reason each is being superseded is noted below. These LOMCs will no longer be in effect when the revised FIRM becomes effective.

LOMC	Case No.	Date Issued	Project Identifier	Reason Determination Will be Superseded
LOMA	13-09-2619A	12/12/2013	YOKAYO RANCHO, A PORTION OF LOT 117 -- 2700 NORTH STATE STREET	6
LOMA	14-09-2658A	06/03/2014	2401 MEADOW DRIVE	6

1. Insufficient information available to make a determination.
2. Lowest Adjacent Grade and Lowest Finished Floor are below the proposed Base Flood Elevation.
3. Lowest Ground Elevation is below the proposed Base Flood Elevation.
4. Revised hydrologic and hydraulic analyses.
5. Revised topographic information.
6. Superseded by another LOMC.

4. LOMCs To Be Redetermined

The LOMCs in Category 2 above will be revalidated through a single revalidation letter that reaffirms the validity of the determination in the previously issued LOMC. For LOMCs issued for multiple lots or structures where the determination for one or more of the lots or structures is no longer valid, the LOMC cannot be revalidated through this administrative process. Therefore, we will review the data previously submitted for the LOMC requests listed below and if appropriate issue a new determination for the affected properties after the effective date of the revised FIRM.

LOMC	Case No.	Date Issued	Project Identifier	Original Panel	Current Panel
LOMA	13-09-0839A	02/14/2013	A PORTION OF TRACTS 2-6, BARTLETT TRACT -- 1151 TALMAGE ROAD (MAIN BARN AND SHEDS)	06045C1518F	06045C1518G

STATE OF CALIFORNIA – CALIFORNIA NATURALRESOURCES AGENCY **GAVIN NEWSOM**, *Governor*

DEPARTMENT OF WATER RESOURCES
P.O. BOX 942836
SACRAMENTO, CA 94236-0001
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FPO Review – County of Mendocino

Definitions:
Recommend the County of Mendocino add definitions listed below into their Floodplain Management Ordinance for clarity and consistency.

- Building Code, Design flood & DFE, Flood Control Project, Floodway and Letter of Map Change.

Community Floodplain Ordinance:
The County of Mendocino's current Floodplain Management Ordinance in the sections outlined below, does not currently meet the NFIP minimum requirements as outlined in Title 44 CFR and the community adopted California Building Code (CBC).

Community Floodplain Management Ordinance (FPO) deficiencies are listed below.

- **The community FPO does NOT address 44 CFR Section [65.3].**
  - Requirement to submit new technical data: within 6 months, notify FEMA of changes in the base flood elevation by submitting technical or scientific data so insurance & floodplain management can be based on current data.
  - Community is required to amend their FPO to cite the NFIP minimum requirement.
- **The community FPO does NOT address 44 CFR Section [60.3(c)(4)].**
  - Requirement that all new construction and substantial improvements of non-residential structures within Zones A1-30, AE and AH zones on the community's firm (i) have the lowest floor (including basement)elevated to or above the base flood level or, (ii) together with attendant utility and sanitary facilities, be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy;
    - Community FPO section 22.17.405(B) addresses the minimum NFIP requirements however, it does not reference or cite ASCE 24 -14 requirement to elevate flood resistant material and floodproofing to BFE+1'.
  - Community is required to confirm (BFE+1') requirement is met or amend their FPO to cite correct requirements.
- **The community FPO does NOT address 44 CFR Section [60.3(d)(3)].**
  - Requirement to prohibit encroachments, including fill, new construction, substantial improvements, and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.
  - Community is required to amend their FPO to cite the NFIP minimum requirement.

ORDINANCE NO. _____

ORDINANCE AMENDING CHAPTER 22.17 – FLOODPLAIN ORDINANCE

The Board of Supervisors of the County of Mendocino, State of California, ordains as follows:

Section 1. Section 22.17.105 of the Mendocino County Code is hereby amended to read as follows:

Sec. 22.17.105 Definitions (A).

(A) "Accessory use" means a use which is incidental and subordinate to the principal use of the parcel of land on which it is located.

(B) "Accessory structure" means a detached subordinate structure, the use of which is incidental to the established primary use or main structure located on the same lot or building site; i.e., private garage, storage shed, farm out buildings, etc. In no case shall such accessory structure dominate, in area, extent or purpose, the principal lawful structure or use. Accessory buildings shall not contain any sleeping quarters or kitchen facilities and are therefore not intended for human occupancy. See Chapter 20.164, Accessory Use Regulations (Division I, Mendocino County Zoning Code) Section 20.308.020(F) Accessory Buildings, Chapter 20.308, (Division II, Mendocino County Zoning Code).

(C) "Agricultural Structure" means a walled and roofed structure used exclusively for agricultural purposes or uses in connection with the production, harvesting, storage, raising, or drying of agricultural commodities and livestock, including aquatic organisms. Structures that house tools or equipment used in connection with these purposes or uses are also considered to have agricultural purposes or uses.

(~~C~~D) "Alluvial fan" means a geomorphologic feature characterized by a cone or fan-shaped deposit of boulders, gravel, and fine sediments that have been eroded from mountain slopes, transported by flood flows, and then deposited on the valley floors, and which is subject to flash flooding, high velocity flows, debris flows, erosion, sediment movement and deposition, and channel migration.

(~~D~~E) "Apex" means the point of highest elevation on an alluvial fan, which on undisturbed fans is generally the point where the major stream that formed the fan emerges from the mountain front.

(~~E~~F) "Appeal" means a request for a review of the Floodplain Administrator's interpretation of any provision of this ordinance.

(~~F~~G) "Area of shallow flooding" means a designated AO or AH Zone on the Flood Insurance Rate Map (FIRM). The base flood depths range from one (1) to three (3) feet; a clearly defined channel does not exist; the path of flooding is unpredictable and indeterminate; and velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

(~~G~~H) "Area of special flood hazard" — See "Special flood hazard area."

(~~H~~I) "Area of special flood-related erosion hazard" is the land within a community which is most likely to be subject to severe flood-related erosion losses. The area may be designated as Zone E on the Flood Insurance Rate Map (FIRM).

(~~I~~J) "Area of special mudslide (i.e., mudflow) hazard" is the area subject to severe mudslides (i.e., mudflows). The area is designated as Zone M on the Flood Insurance Rate Map (FIRM).

(K) "ASCE 24" means the standard Flood Resistant Design and Construction, referenced by the building code, developed and published by the American Society of Civil Engineers, Reston, VA. Where cited, ASCE 24 refers to the edition of the standards that is incorporated as Appendix G within the Building Code.

Section 2. Section 22.17.110 of the Mendocino County Code is hereby amended to read as follows:

Sec. 22.17.110 Definitions (B).

(A) "Base flood" means a flood which has a one percent (1%) chance of being equaled or exceeded in any given year (also called the "100-year flood"). Base flood is the term used throughout this ordinance.

(B) "Basement" means any area of the building having its floor subgrade — i.e., below ground level — on all sides.

(C) "Breakaway walls" are any type of walls, whether solid or lattice, and whether constructed of concrete, masonry, wood, metal, plastic or any other suitable building material which is not part of the structural support of the building and which is designed to break away under abnormally high tides or wave action without causing any damage to the structural integrity of the building on which they are used or any buildings to which they might be carried by flood waters. A breakaway wall shall have a safe design loading resistance of not less than ten (10) and no more than twenty (20) pounds per square foot. Use of breakaway walls must be certified by a registered engineer or architect and shall meet the following conditions:

(1) Breakaway wall collapse shall result from a water load less than that which would occur during the base flood, and

(2) The elevated portion of the building shall not incur any structural damage due to the effects of wind and water loads acting simultaneously in the event of the base flood.

(D) "Building" — see "Structure."

(E) "Building Code" means California Code of Regulations Title 24, the California Building Standards Code, the family of building codes specifically adopted by the State of California and adopted by reference by the County of Mendocino by Chapter 18.04 of this Code, and composed of:

(1) Part 2, applicable to buildings and structures other than dwellings within the scope of this part.

(2) Part 2.5, applicable to one- and two-family dwellings and townhouses not more than three stories, and accessory structures.

(3) Part 10, applicable to existing buildings (as defined in that code).

(4) Other codes specified in Chapter 18.04.

Section 3. Section 22.17.120 of the Mendocino County Code is hereby amended to read as follows:

Sec. 22.17.120 Definitions (D).

(A) "Design Flood" means the flood associated with the greater of the following two areas:

(1) Area with a flood plain subject to one-percent or greater chance of flooding in any year.

(2) Area designated as a flood hazard area on a community's flood hazard map, or otherwise legally designated.

(B) "Design Flood Elevation" means the elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where depth number is not specified on the map, the depth shall be taken as being equal to two feet (610 mm).

(~~A~~C) "Development" means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

Section 4. Section 22.17.130 of the Mendocino County Code is hereby amended to read as follows:

Sec. 22.17.130 Definitions (F).

(A) "FEMA" means the Federal Emergency Management Agency.

(~~A~~B) "Flood, flooding, or flood water" means:

(1) A general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters; the unusual and rapid accumulation or runoff of surface waters from any source; and/or mudslides (i.e., mudflows); and

(2) The condition resulting from flood-related erosion.

(~~B~~C) "Flood Boundary and Floodway Map (FBFM)" means the official map on which the Federal Emergency Management Agency or Federal Insurance Administration has delineated both the areas of special flood hazards and the floodway.

(D) "Flood control project" means a dam or barrier designed and constructed to keep water away from or out of a specific area, including, but not limited to, levees, floodwalls, and channelization.

(~~C~~E) "Flood Hazard Boundary Map" means the official map on which the Federal Emergency Management Agency or Federal Insurance Administration has delineated the areas of flood hazards.

(~~D~~F) "Flood Insurance Rate Map (FIRM)" means the official map on which the Federal Emergency Management Agency or Federal Insurance Administration has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

(~~E~~G) "Flood Insurance Study" means the official report provided by the Federal Insurance Administration that includes flood profiles, the Flood Insurance Rate Map, the Flood Boundary and Floodway Map, and the water surface elevation of the base flood.

(~~F~~H) "Flood-related erosion" means the collapse or subsidence of land along the shore of a lake or other body of water as a result of undermining caused by waves or currents of water exceeding anticipated cyclical level or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as a flash flood or an abnormal tidal surge, or by some similarly unusually and unforeseeable event which results in flooding.

(~~G~~I) "Flood-related erosion area" or "Flood-related erosion prone area" means a land area adjoining the shore of a lake or other body of water, which due to the composition of the shoreline or bank and high water levels or wind-driven currents, is likely to suffer flood-related erosion damage.

(~~H~~J) "Flood-related erosion area management" means the operation of an overall program of corrective and preventive measures for reducing flood-related erosion damage, including but not limited to emergency preparedness plans, flood-related erosion control works, and floodplain management regulations.

(~~I~~K) "Floodplain or flood-prone area" means any land area susceptible to being inundated by water from any source — see "Flooding".

(~~J~~L) "Floodplain Administrator" is the individual appointed to administer and enforce the floodplain management regulations. The Building Official, as defined in Chapter 18.04, shall be the Floodplain Administrator.

(~~K~~M) "Floodplain management" means the operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.

(~~L~~N) "Floodplain management regulations" means this ordinance and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as grading and erosion control) and other applications of police power which control development in flood-prone areas. This term describes federal, state or local regulations in any combination thereof which provide standards for preventing and reducing flood loss and damage.

(~~M~~O) "Flood-proofing" means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures, and their contents. (Refer to FEMA Technical Bulletins TB 1-93, TB 3-93, and TB 7-93 for guidelines on dry and wet flood-proofing.)

(~~N~~P) "Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot. Also referred to as, "Regulatory Floodway".

(~~O~~Q) "Floodway fringe" is that area of the floodplain on either side of the "Regulatory Floodway" where encroachment may be permitted.

(~~P~~R) "Fraud and victimization" as related to Section 22.17.500 Variances, of this ordinance, means that the variance granted must not cause fraud on or victimization of the public. In examining this requirement, the County will consider the fact that every newly constructed building adds to government responsibilities and remains a part of the community for fifty (50) to one-hundred (100) years. Buildings that are permitted to be constructed below the base flood elevation are subject during all those years to increased risk of damage from floods, while future owners of the property and the community as a whole are subject to all the costs, inconvenience, danger, and suffering that those increased flood damages bring. In addition, future owners may purchase the property, unaware that it is subject to potential flood damage, and can be insured only at very high flood insurance rates.

(~~Q~~S) "Functionally dependent use" means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, and does not include long-term storage or related manufacturing facilities.

Section 5. Section 22.17.145 of the Mendocino County Code is hereby amended to read as follows:

Sec. 22.17.145 Definitions (L).

(A) "Letter of Map Change" or LOMC means an official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:

(1) A Letter of Map Amendment (LOMA). An amendment based on technical data showing that a property was incorrectly included in a designated special flood

hazard area. A LOMA amends the current effective Flood Insurance Rate Map and established that a specific property, portion of property, or structure is not located in a special flood hazard area.

(2) Letter of Map Revision (LOMR). A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

(3) Letter of Map Revision Based on Fill (LOMR-F). A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

(4) Conditional Letter of Map Revision (CLOMR). A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

(~~A~~B) "Levee" means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control or divert the flow of water so as to provide protection from temporary flooding.

(~~B~~C) "Levee system" means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accord with sound engineering practices.

(~~C~~D) "Lowest floor" means the lowest floor of the lowest enclosed area, including basement (see "Basement" definition).

(1) An unfinished or flood resistant enclosure below the lowest floor that is usable solely for parking of vehicles, building access or storage in an area other than a basement area, is not considered a building's lowest floor provided it conforms to applicable non-elevation design requirements, including, but not limited to:

(a) The wet flood-proofing standard in section 22.17.405(A)(3);

(b) The anchoring standards in section 22.17.405(A)(1);

(c) The construction materials and methods standards in section 22.17.405(A)(2); and

(d) The standards for utilities in section 22.17.410.

(2) For residential structures, all subgrade enclosed areas are prohibited as they are considered to be basements (see "Basement" definition). This prohibition includes below-grade garages and storage areas.

Section 6. Section 22.17.210 of the Mendocino County Code is hereby amended to read as follows:

Sec. 22.17.210 Basis for Establishing the Areas of Special Flood Hazard.

The areas of special flood hazard identified by the Federal Insurance Administration (FIA) of the Federal Emergency Management Agency (FEMA) in the Flood Insurance Study (FIS) for Mendocino County, California, Unincorporated Areas, dated June ~~12~~16, 1992 and accompanying Flood Insurance Rate Maps (FIRMs) and Flood Boundary and Floodway Maps (FBFMs), dated June 1, 1983, and all subsequent amendments and/or revisions, are hereby adopted by reference and declared to be a part of this ordinance. This FIS and attendant mapping is the minimum area of applicability of this ordinance and may be supplemented by studies for other areas which allow implementation of this ordinance and which are recommended to the Board of Supervisors by the Floodplain Administrator. The study, FIRMs and FBFMs are on file at Department of Planning and Building Services at 860 N. Bush Street, Ukiah, California.

Section 7. Section 22.17.235 of the Mendocino County Code is hereby renumbered to be Section 22.17.245.

Section 8. Section 22.17.230 of the Mendocino County Code is hereby renumbered to be Section 22.17.240 and amended to read as follows:

Sec. 22.17.~~230~~240 Warning and Disclaimer of Liability.

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. The flood hazard areas and base flood elevations contained in the Flood Insurance Study and shown on Flood Insurance Rate Maps and requirements of Title 44 Code of Federal Regulations, Sections 59 and 60 may be revised by the Federal Emergency Management Agency, requiring the County of Mendocino to revise these regulations to remain eligible for participation in the National Flood Insurance Program.

This ordinance does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of the County of Mendocino, any officer or employee thereof, the State of California, or the Federal Insurance Administration, Federal Emergency Management Agency, for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.

Section 9. Section 22.17.225 of the Mendocino County Code is hereby renumbered to be Section 22.17.235.

Section 10. Section 22.17.220 of the Mendocino County Code is hereby renumbered to be Section 22.17.230.

Section 11. Section 22.17.220 of the Mendocino County Code is hereby added to read as follows:

Sec. 22.17.220 Coordination with California Building Standards Code.
Pursuant to the requirements established in State statute that the County of Mendocino administer and enforce the California Building Standards Code, the Board of Supervisors of Mendocino County hereby acknowledges that the building codes contain certain provisions that apply to the design and construction of buildings and structures in flood hazard areas. Therefore, these regulations are intended to be administered and enforced in conjunction with the Building Code as adopted by Chapter 18.04 of this Code.

Section 12. Section 22.17.225 of the Mendocino County Code is hereby added to read as follows:

Sec. 22.17.225 Adoption of CCR Title 24 Part 2 Appendix G.

CCR Title 24 Part 2 Appendix G Flood-Resistant Construction has been adopted by the County by Chapter 18.04 and shall apply in flood hazard areas.

Section 13. Section 22.17.305 of the Mendocino County Code is hereby amended to read as follows:

Sec. 22.17.305 Establishment of Development Permit.

A development permit shall be obtained before any construction or other development begins within any area of special flood hazard established in Section 22.17.210. Application for a development permit shall be made on forms furnished by the Floodplain Administrator and may include, but not be limited to: plans in duplicate drawn to scale showing the nature, location, dimensions, and elevation of the area in question; existing or proposed structures, fill, storage of materials, drainage facilities; and the location of the foregoing. Specifically, the following information is required.

(A) Site plan, including but not limited to:

(1) For all proposed structures, spot ground elevations at building corners and twenty-foot or smaller intervals along the foundation footprint, or one-foot contour elevations throughout the building site; and

(2) Proposed locations of water supply, sanitary sewer, and utilities; and

(3) If available, the base flood elevation from the Flood Insurance Study and/or Flood Insurance Rate Map; and

(4) If applicable, the location of the regulatory floodway.

(B) Foundation design detail, including but not limited to:

(1) Proposed elevation in relation to mean sea level, of the lowest floor (including basement) of all structures; and

(2) For a crawl-space foundation, location and total net area of foundation openings as required in Section 22.17.405(A)(3) of this ordinance and FEMA Technical Bulletins 1-93 and 7-93; and

(3) For foundations placed on fill, the location and height of fill, and compaction requirements (compacted to ninety-five percent (95%) using the Standard Proctor Test method).

(C) Proposed elevation in relation to mean sea level to which any nonresidential structure will be floodproofed, as required in Section 22.17.405(B) of this ordinance and FEMA Technical Bulletin TB 3-93; and

(D) All appropriate certifications listed in Section 22.17.315(D) of this ordinance; and

(E) Description of the extent to which any watercourse will be altered or relocated as a result of proposed development.

(F) Additional Analyses and Certification. As applicable to the location and nature of the proposed development activity, and in addition to the requirements of these regulations, the applicant shall have the following analyses signed and sealed by a qualified professional engineer for submission with the site plan and construction documents. Said documentation shall include, but not limited to hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the FIRM when the analyses propose changes to the Base Flood Elevation, flood hazard area boundaries, or floodway designations; such submissions shall be made within six (6) months of data becoming available.

(1) For development activities proposed to be located within the floodway, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations; where applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in subsection (G) below. The applicant shall submit the Conditional Letter of Map Revision, when issued by FEMA, with the site plan and construction documents.

(2) For development activities proposed to be located in a riverine flood hazard area where base flood elevations are included in the Flood Insurance Study or on the FIRM but floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation more than one (1) foot at any point within the community. This requirement does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas identified as Zone AO or Zone AH.

(3) For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices that demonstrates the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained in a manner which preserves the channel's flood carrying capacity. The applicant shall submit an

analysis to FEMA as specified in subsection (G) below. The applicant shall notify the chief executive officer of adjacent communities and the California Department of Water Resources. The Floodplain Administrator shall maintain a copy of the notification in the permit records and shall submit a copy to FEMA.

(4) Relative to the submission for new technical data, within six (6) months, the County shall notify FEMA of changes in the base flood elevation by submitting technical or scientific data so insurance and floodplain management can be based on current data.

(G) Submission of Additional Data.

(1) When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a Letter of Map Change from FEMA to change the flood elevations, change floodway boundaries, or change boundaries of flood hazard areas as shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a qualified registered professional engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant. Provided FEMA issues a Conditional Letter of Map Revision, construction of proposed flood control projects and land preparation for development are permitted, including clearing, excavation, grading, and filling. Permits for construction of buildings shall not be issued until the applicant satisfies the FEMA requirements for issuance of a Letter of Map Revision.

(2) Unless otherwise demonstrated through the submission of additional engineering data as noted in subsection (G)(1) above, no encroachments, including fill, new construction, substantial improvements, and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that proposed encroachment would not result in any increase in flood levels within the community during occurrence of the base flood discharge.

Section 14. Section 22.17.315 of the Mendocino County Code is hereby amended to read as follows:

Sec. 22.17.315 Duties and Responsibilities of the Floodplain Administrator.

The duties and responsibilities of the Floodplain Administrator shall include, but not be limited to the following.

(A) Permit Review. Review all development permits to determine ~~that~~all of the following:

(1) Permit requirements of this ordinance have been satisfied.~~,~~

(2) All other required state and federal permits have been obtained.~~,~~ The applicant shall obtain all other required state and federal permits prior initiating work authorized by these regulations and shall provide documentation of such permits to the Floodplain Administrator. Such permits include but are not limited to:

(a) California Coastal Commission or certified Local Coastal Program, if applicable, for activities subject to the Coastal Development Permit requirements and policies of the California Coastal Act (Public Resources Code, Division 20).

(b) California State Water Resources Control Board for activities that affect wetlands and alter source flows, in conjunction with U. S. Army Corps of Engineers; Section 404 of the Clean Water Act.

(3) Substantial Improvement and Substantial Damage Determinations. For applications for building permits to improve buildings and structures, including alterations, movement, repair, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Building Official, shall:

(a) Estimate the market value, or require the applicant to obtain a professional appraisal prepared by a qualified independent appraiser, of the market value of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made.

(b) Compare the cost to perform the improvement, the cost to repair the damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, where applicable, to the market value of the building or structure.

(c) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage.

(d) Notify the applicant when it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the building code is required and notify the applicant when it is determined that work does not constitute substantial improvement or repair of substantial damage. See Sections 22.17.175(F) and 22.17.175(G) of this Ordinance for definitions of substantial damage and substantial improvements.

(~~3~~4) The site is reasonably safe from flooding. ~~, and~~

(~~4~~5) The proposed development does not adversely affect the carrying capacity of areas where base flood elevations have been determined but a floodway has not been designated. For purposes of this ordinance, "adversely affects" means that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will increase the water surface elevation of the base flood more than one (1) foot at any point.

(B) Review, Use and Development of Other Base Flood Data.

(1) When base flood elevation data has not been provided in accordance with Section 22.17.210, the Floodplain Administrator shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a federal or state agency, or other source, in order to administer Section 22.17.400. Any such information shall be submitted to the County for adoption; or

(2) If no base flood elevation data is available from a federal or state agency or other source, then a base flood elevation shall be obtained using one (1) of two (2) methods from the FEMA publication "Managing Floodplain Development in Approximate Zone A Areas — A Guide for Obtaining and Developing Base (100-year) Flood Elevations" dated July 1995 in order to administer Section 22.17.400:

(a) Simplified method:

(i) 100-year or base flood discharge shall be obtained using the appropriate regression equation found in a U.S. Geological Survey publication, or the discharge-drainage area method; and

(ii) Base flood elevation shall be obtained using the Quick-2 computer program developed by FEMA.

(b) Detailed method. The 100-year or base flood discharge and the base flood elevation shall be obtained using detailed methods identified in FEMA Publication 265, published in July 1995 and titled: "Managing Floodplain Development in Approximate Zone A Areas-A Guide for Obtaining and Developing Base (100-year) Flood Elevations".

(C) Notification of Other Agencies: In alteration or relocation of a watercourse:

(1) Notify adjacent communities and the California Department of Water Resources prior to alteration or relocation;

(2) Submit evidence of such notification to the Federal Insurance Administration, Federal Emergency Management Agency; and

(3) Assure that the flood carrying capacity within the altered or relocated portion of said watercourse is maintained.

(D) Documentation of Floodplain Development: Obtain and maintain for public inspection and make available as needed the following:

(1) Certification required by Section 22.17.405(A)(3) and 22.17.420 (lowest floor elevations).

(2) Certification required by 22.17.405(B) (elevation or flood-proofing of nonresidential structures).

(3) Certification required by 22.17.405(C) (wet flood-proofing standard).

(4) Certification of elevation required by Section 22.17.~~420~~415 (subdivision standards).

(5) Certification required by Section 22.17.~~435~~430(A) (floodway encroachments).

(E) Map Determinations: Make interpretations where needed, as to the exact location of the boundaries of the areas of special flood hazard. Where there appears to be a conflict between a mapped boundary and actual field conditions, grade and base flood elevations shall be used to determine the boundaries of the special flood hazard area. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in Section 22.17.~~500~~330.

(F) Remedial Action: Take action to remedy violations of this ordinance as specified in Section 22.17.215.

Section 15. Section 22.17.320 of the Mendocino County Code is hereby renumbered to be Section 22.17.330.

Section 16. Section 22.17.320 of the Mendocino County Code is hereby added to read as follows:

Sec. 22.17.320 Flood Control Projects - General. In addition to applicable Federal, State and other local permits, a permit for floodplain development is required for construction of flood control projects. The purpose for the permit is to examine the impact on flood hazards areas, floodways, and base flood elevations shown on the FIRM. Unless otherwise authorized by separate regulations, issuance of this permit does not address the sufficiency of the structural elements of the proposed flood control project. Permits for floodplain development and building permits in areas affected by proposed flood control projects shall not be issued based on Conditional Letters of Map Revision issued by FEMA.

Section 17. Section 22.17.325 of the Mendocino County Code is hereby added to read as follows:

Sec. 22.17.325 Flood Control Projects - Applications. Applications for permits for flood control projects shall include documentation, including, but not limited to:

(A) Site plan or document showing the existing topography and the boundaries of the flood hazard areas, floodway boundaries, and base flood elevations shown on the FIRM.

(B) Site plan or document showing the proposed topography and the proposed changes to the boundaries of the flood hazard areas, floodway boundaries, and base flood elevations.

(C) The documentation submitted to FEMA for a Conditional Letter of Map Revision (CLOMR) and, if issued, the Conditional Letter of Map Revision. Submittal requirements and processing fees shall be the responsibility of the applicant. A CLOMR is required when a proposed flood control project alters a floodway and increases base flood elevations more than greater than 0.00 feet, or alters a watercourse a riverine flood hazard area for which base flood elevations are included in the Flood Insurance Study or on the FIRM and floodways have not been designated and increases base elevations more than 1.0 foot.

Section 18. Section 22.17.405 of the Mendocino County Code is hereby amended to read as follows:

Sec. 22.17.405 Standards of Construction.

(A) In all areas of special flood hazards the following standards are required:

(1) Anchoring.

(a) All new construction and substantial improvements shall be adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.

(b) All manufactured homes shall meet the anchoring standards of Section 22.17.420.

(2) Construction materials and methods. All new construction and substantial improvement shall be constructed:

(a) With flood resistant materials as specified in FEMA Technical Bulletin TB 2-93, and utility equipment resistant to flood damage;

(b) Using methods and practices that minimize flood damage;

(c) With electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding; and

(d) Within Zones AH or AO, so that there are adequate drainage paths around structures on slopes to guide flood waters around and away from proposed structures.

(3) Elevation and flood-proofing. (See Section 22.17.100 definitions for "basement," "lowest floor," "new construction," "substantial damage" and "substantial improvement".)

(a) Residential construction, new or substantial improvement, shall have the lowest floor, including basement:

(i) In an AO zone, elevated to a height above the highest adjacent grade of not less than the depth number specified in feet (mm) on the FIRM plus one (1) foot (305mm), or not less than three (3) feet (915 mm) if a depth number is not specified.~~elevated above the highest adjacent grade to a height equal to or exceeding the depth number specified in feet on the FIRM, or elevated at least two (2) feet above the highest adjacent grade if no depth number is specified. In the AO zones without velocity the lowest floor be~~

~~elevated above the highest adjacent grade to a height exceeding the depth number specified in feet on the FIRM by at least two (2) feet, or elevated at least four (4) feet above the highest adjacent grade if no depth number is specified.~~

(ii) ~~In an A zone, elevated to or above the base flood elevation; said base flood elevation shall be determined by one (1) of the methods in Section 20.17.315(D) of this ordinance. The lowest floor be e~~In all other Zones, elevated at least ~~two (2) feet~~ one (1) foot above the base flood elevation, as determined by the ~~community~~County.

~~(iii) In all other Zones, elevated to or above the base flood elevation. The lowest floor be elevated at least two (2) feet above the base flood elevation.~~

Upon the completion of the structure, the elevation of the lowest floor including basement shall be certified by a registered professional engineer or surveyor, and verified by the community building inspector to be properly elevated. Such certification and verification shall be provided to the Floodplain Administrator.

~~(B) Nonresidential construction, new or substantial improvement, shall either be elevated to conform with Section 22.17.405(A)(3) or together with attendant utility and sanitary facilities:~~

~~(1) Be floodproofed below the elevation recommended under Section 22.17.405(A)(3) so that the structure is watertight with walls substantially impermeable to the passage of water;~~

~~(2) Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy; and~~

~~(3) Be certified by a registered professional engineer or architect that the standards of this section are satisfied. Such certification shall be provided to the Floodplain Administrator.~~

(B) All new construction and substantial improvements of non-residential structures within Zones A1-30, AE, and AH zones on the community FIRM, shall (i) have the lowest floor (including basement) elevated to or above the base flood level in accordance with ASCE 24 and as defined in Section 1603.17 Flood Design Data contained in the International Building Code or, (ii) together with attendant utility and sanitary facilities, be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effect of buoyancy. This shall include, detached garages, utility structures, and agricultural structures, and shall conform to the following:

(1) Attached Garages:

(a) A garage attached to a residential structure constructed with the garage floor slab below the base flood elevation, must be designed to allow for automatic entry of flood water (See Section 22.17.405(C)). Areas of the garage below the base flood elevation must be constructed with flood resistant materials (See Section 22.17.405(A)(2)).

(b) A garage attached to non-residential structure must meet the above requirements or be dry floodproofed.

(2) Detached Garages and Accessory Structures. Detached garages and accessory structures used only for parking or storage are permitted below the base flood elevation provided the garage and accessory structures:

(a) Are one (1) story and not larger than six hundred (600) square feet in area when located in special flood hazard areas.

(b) Are anchored to resist flotation, collapse or lateral movement resulting from flood loads.

(c) Have flood openings in accordance with the building code.

(d) Have flood damage-resistant materials used below the base flood elevation.

(e) Have mechanical, plumbing and electrical systems, including plumbing fixtures, elevated to or above the base flood elevation.

(3) Utility and Miscellaneous Group U. Utility and Miscellaneous Group U includes buildings that are accessory in character and miscellaneous structures not classified in any specific occupancy in the building code, including but not limited to, agricultural buildings, aircraft hangers (accessory to a one- or two-family residence), barns, carports, fences more than six (6) feet (1,829 mm) high, grain silos (accessory to a residential occupancy), greenhouses, livestock shelters, private garages, retaining walls, sheds, stables, and towers. In addition to the building code requirements for fire and life safety, the following shall apply to Utility and Miscellaneous Group U buildings and structures in flood hazard areas:

(a) New construction and substantial improvement of such buildings and structures shall be anchored to prevent flotation, collapse or lateral movement resulting from flood loads, including the effects of buoyancy, during conditions of the design flood.

(b) New construction and substantial improvement of such buildings and structures, when fully enclosed by walls, shall be elevated such that the lowest floor, including basement, is elevated to or above the design flood elevation in accordance with ASCE 24 or shall be dry floodproofed in accordance with ASCE 24.

(c) Unless dry floodproofed, fully enclosed areas below the design flood elevation shall be constructed in accordance with ASCE 24 and limited parking, storage, and building access.

(d) When fully enclosed by walls, flood openings shall be installed in accordance with ASCE 24.

(e) Flood damage-resistant materials shall be used below the design flood elevation.

(f) Mechanical, plumbing and electrical systems, including plumbing fixtures, shall be located or installed in accordance with ASCE 24.

(4) Agricultural Structures. Construction or substantial improvement of agricultural structures, as defined in Section 22.17.105 of the Mendocino County Code, that are not elevated or dry floodproofed may be permitted in flood hazard areas, provided the requirements of this section are satisfied:

(a) A determination has been made that the proposed agricultural structure:

(i) Is used exclusively in connection with the production, harvesting, storage, raising, or drying of agricultural commodities and livestock, or storage of tools or equipment used in connection with these purposes or uses, and will be restricted to such exclusive uses.

(ii) Has low damage potential.

(iii) Does not increase risks and pose a danger to public health, safety, and welfare if flooded and contents are released, including, but not limited to, the effects of flooding on manure storage, livestock confinement operations, liquified natural gas terminals, and production and storage of highly volatile, toxic, or water reactive materials.

(iv) Is not located in a coastal high hazard area (Zone V/VE), except for aquaculture structures dependent on close proximity to water.

(v) Complies with the wet floodproofing construction requirements of subsection (b), below.

(b) Wet Floodproofing Construction Requirements.

(i) Anchored to resist flotation, collapse, and lateral movement.

(ii) When enclosed by walls, walls shall have flood openings that comply with the flood opening requirements of ASCE 24, Chapter 2.

(iii) Flood damage-resistant materials are used below the base flood elevation.

(iv) Mechanical, electrical, and utility equipment are elevated above the base flood elevation.

(C) All new construction and substantial improvement with fully enclosed areas below the lowest floor (excluding basements) that are usable solely for parking of vehicles, building access or storage, and which are subject to flooding, shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwater. Designs for meeting this requirement shall follow the guidelines in FEMA Technical Bulletins TB 1-93 and TB 7-93, and must exceed the following minimum criteria:

(1) Have a minimum of two (2) openings having a total net area of not less than one-square-inch for every square foot of enclosed area subject to flooding. The bottom of all openings shall be no higher than one (1) foot above grade. Openings may be equipped with screens, louvers, valves or other coverings or devices provided that they permit the automatic entry and exit of floodwater; or

(2) Be certified by a registered professional engineer or architect.

(D) Manufactured homes shall also meet the standards in Section 22.17.420.

Section 19. Section 22.17.415 of the Mendocino County Code is hereby deleted.

Section 20. Section 22.17.420 of the Mendocino County Code is hereby renumbered to be Section 22.17.415.

Section 21. Section 22.17.425 of the Mendocino County Code is hereby renumbered to be Section 22.17.420 and amended to read as follows:

Sec. 22.17.~~425~~420 Standards for Manufactured Homes.

(A) Installation. In addition to the provisions for manufactured homes in Appendix G to the Building Code:

(1) All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to the Business and Professions Code and shall comply with the requirements of the Department of Housing and Community Development (HCD) and the requirements of these regulations.

(2) In addition to permits pursuant to Appendix G, permits from the HCD are required where the HCD is the enforcement agency for installation of manufactured homes.

(3) Upon completion of installation and prior to the final inspection by the Floodplain Administrator, the installer shall submit certification of the elevation of the manufactured home, prepared by a licensed land surveyor or registered civil engineer, to the Floodplain Administrator.

(~~A~~B) All manufactured homes that are placed or substantially improved, within Zones A1-30, AH, AE, V1-V30, VE and V on the community's Flood Insurance Rate Map, on sites located:

(1) Outside of a manufactured home park or subdivision,

(2) In a new manufactured home park or subdivision,

(3) In an expansion to an existing manufactured home park or subdivision, or

(4) In an existing manufactured home park or subdivision on a site upon which a manufactured home has incurred "substantial damage" as the result of a flood,

shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to or above the base flood elevation (the State of California recommends at least two (2) feet above the base flood elevation) and be securely fastened to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

(~~B~~C) All manufactured homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision within Zones A1-30, AH, AE, V1-V30, VE and V on the community's Flood Insurance Rate Map that are not subject to the provisions of paragraph 22.17.~~420~~415(A) will be securely fastened to an adequately anchored foundation system to resist flotation, collapse, and lateral movement, and be elevated so that either the:

(1) Lowest floor of the manufactured home is at or above the base flood elevation (the State of California recommends at least two (2) feet above the base flood elevation), or

(2) Manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than thirty-six (36) inches in height above grade.

Upon the completion of the structure, the elevation of the lowest floor including basement shall be certified by a registered professional engineer or surveyor, and verified by the community building inspector to be properly elevated. Such certification and verification shall be provided to the Floodplain Administrator.

Section 22. Section 22.17.430 of the Mendocino County Code is hereby renumbered to be Section 22.17.425 and amended to read as follows:

Sec. 22.17.~~430~~ 425 Standards for Recreational Vehicles.

(A) All recreational vehicles placed on sites within Zones A1-30, AH, AE, V1-V30, VE and V on the community's Flood Insurance Rate Map will either:

(1) Be on the site for fewer than one hundred eighty (180) consecutive days, and be fully licensed and ready for highway use — a recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions, or

(2) Meet the permit requirements of Section 22.17.300 of this ordinance and the elevation and anchoring requirements for manufactured homes in Section 22.17.420~~(A)~~.

Section 23. Section 22.17.435 of the Mendocino County Code is hereby renumbered to be Section 22.17.430 and amended to read as follows:

Sec. 22.17.~~435~~430 Floodways. Located within areas of special flood hazard established in Section 22.17.210 are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of flood waters, which carry debris, potential projectiles, and erosion potential, the following provisions apply.

(A) Prohibit encroachments, including fill, new construction, substantial improvement, and other new development unless ~~certification by a registered professional engineer is provided demonstrating that encroachments shall not result in any increase in [the base] flood elevation during the occurrence of the base flood discharge~~ the floodway encroachment analysis required in Section 22.17.305(F) of these regulations demonstrates the proposed work will not result in any increase in the base flood levels during occurrence of the base flood discharge.

(B) If Section 22.17.~~430~~425(A) is satisfied, all new construction, substantial improvement, and other proposed new development shall comply with all other applicable flood hazard reduction provisions of Section 22.17.400.

(C) Subject to the limitations of these regulations, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, when intended to support buildings and structures, fill shall comply with the requirements of the Building Code. The placement of fill intended to change base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on the FIRMs shall be subject to the requirements of Section 22.17.305(G) of these regulations.

Section 24. Section 22.17.440 of the Mendocino County Code is hereby renumbered to be Section 22.17.435 and amended to read as follows:

Sec. 22.17.~~440~~435 Coastal High Hazard Areas. Within coastal areas as established under Section 22.17.115, the following standards shall apply.

(A) All new construction and substantial improvements shall be elevated on adequately anchored pilings or columns and securely anchored to such pilings or columns so that the lowest horizontal portion of the structural members of the lowest floor (excluding the pilings or columns) is elevated to or above the ~~base flood level~~ base flood elevation, plus one (1) foot. The pile or column foundation and structure attached thereto is anchored to resist flotation, collapse, and lateral movement due to the effects of wind and water loads acting simultaneously on all building components. Water loading values used shall be those required by applicable state or local building standards.

(B) All new construction and other development shall be located on the landward side of the reach of mean high tide.

(C) All new construction and substantial improvement shall have the space below the lowest floor free of obstructions or constructed with breakaway walls as defined in Section 22.17.110 of this ordinance. Such enclosed space shall not be used for human habitation and will be usable solely for parking of vehicles, building access or storage.

(D) Fill shall not be used for structural support of buildings.

(E) Man-made alterations of sand dunes which would increase potential flood damage is prohibited.

(F) The Floodplain Administrator shall obtain and maintain the following records:

(1) certification by a registered engineer or architect that a proposed structure complies with Section 22.17.435(A), and

(2) the elevation (in relation to mean sea level) of the bottom of the lowest structural member of the lowest floor (excluding pilings or columns) of all new and substantially improved structures, and whether such structures contain a basement.

Section 25. Section 22.17.440 of the Mendocino County Code is hereby added to read as follows:

Sec. 22.17.440 Non-Structural Fill or Alteration of Sand Dunes in Coastal High-Hazard Areas (Zone V/VE) and Coastal A Zones. Non-structural fill or alteration of sand dunes in coastal high hazard areas (Zone V/VE) and Coastal Zones shall be permitted only when authorized by appropriate federal, state or local authorities. Where permitted, such fill or alterations shall comply with the following, as applicable:

(A) Minor grading and the placement of minor quantities of nonstructural fill shall be permitted for landscaping for drainage purposes under and around buildings, and for support of concrete slabs used for parking, floors of enclosures, landings, decks, walkways and similar uses.

(B) Nonstructural fill with finished slopes that are steeper than one unit vertical to five units horizontal shall be permitted only when analyses prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures.

(C) Alteration of sand dunes shall be permitted only when an engineering analysis demonstrates that the proposed alteration will not increase the potential for flood damage.

(D) Sand dune construction and restoration of sand dunes under or around elevated buildings are permitted without additional engineering analysis or certification of the diversion of floodwater or wave runup and wave reflection when the scale and location of the dune work is consistent with local beach0dune morphology, and the vertical

clearance is maintained between the top of the sand dune and the lowest horizontal structural member of the building.

Section 26. Section 22.17.445 of the Mendocino County Code is hereby added to read as follows:

Sec. 22.17.445 Other Site Improvements in Coastal High Hazard Areas (Zone V/VE) and Coastal A Zones. Development and site improvement activities other than buildings and structures, where located in coastal high hazard areas (Zone V/VE) and Coastal A Zones, shall be permitted only when authorized by appropriate federal, state, or local authorities. In addition, development and site improvement activities shall be permitted when located outside of the footprint of, and not structurally attached to, buildings and structures and when analyses prepared by a qualified registered design professionals demonstrate no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures. Such development and site improvement activities include but are not limited to:

(A) Bulkheads, seawalls, retaining walls, revetments, and similar erosion control structures.

(B) Solid fences and privacy walls, and fences prone to trapping debris, unless designed and constructed to fail under flood conditions less than the base flood or otherwise function to avoid obstruction of floodwaters.

(C) On-site sewage treatment and disposal systems, including mound systems,

Section 27. Section 22.17.450 of the Mendocino County Code is hereby added to read as follows:

Sec. 22.17.450 Elevation Requirement for Certain Existing Manufactured Home Parks and Subdivisions. Manufactured homes that are placed, replaced, or substantially improved on sites located in an existing manufactured home park or subdivision, unless on a site where substantial damage as a result of floodings has occurred, shall be elevated such that either the:

(A) Lowest floor, or bottom of the lowest horizontal structural member, as applicable to the flood hazard area, is at or above the base flood elevation plus one (1) foot (freeboard).

(B) Bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than 36 inches in height above grade.

Section 28. Section 22.17.510 of the Mendocino County Code is hereby amended to read as follows:

Sec. 22.17.510 Consideration of Variances.

(A) In passing upon requests for variances, the Floodplain Administrator shall consider all technical evaluations, all relevant factors, standards specified in other sections of this ordinance, and the

(1) Danger that materials may be swept onto other lands to the injury of others;

(2) Danger of life and property due to flooding or erosion damage;

(3) Susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the existing individual owner and future owners of the property;

(4) Importance of the services provided by the proposed facility to the community;

(5) Necessity to the facility of a waterfront location, where applicable;

(6) Availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;

(7) Compatibility of the proposed use with existing and anticipated development;

(8) Relationship of the proposed use to the comprehensive plan and floodplain management program for that area;

(9) Safety of access to the property in time of flood for ordinary and emergency vehicles;

(10) Expected heights, velocity, duration, rate of rise, and sediment transport of the flood waters expected at the site; and

(11) Costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water system, and streets and bridges.

(B) Any applicant to whom a variance is granted shall be given written notice over the signature of a community official that:

(1) The issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance ~~up to amounts as high as twenty-five dollars ($25.00) for one hundred dollars ($100.00) of insurance coverage~~ based on premium rates determined by the National Flood Insurance Program according to actuarial risk and will not be modified by the granting of a variance, and

(2) Such construction below the base flood level increases risks to life and property. It is recommended that a copy of the notice shall be recorded by the Floodplain Administrator in the Office of the County Recorder and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land.

(C) The Floodplain Administrator will maintain a record of all variance actions, including justification for their issuance, and report such variances issued in its biennial report submitted to the Federal Insurance Administration, Federal Emergency Management Agency.

(D) The Board of Supervisors shall hear and decide appeals regarding decisions of the Floodplain Administrator related to variances from the requirements of this Chapter. The

Board of Supervisors shall hear and decide appeals when it is alleged there is an error in any requirement, decision or determination made by the Floodplain Administrator in the administration or enforcement of this Chapter.

Section 29. The Board of Supervisors hereby finds and determines that this ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15308 of the State CEQA Guidelines, as the adoption of this ordinance is taken to assure protection of the environment. This finding and determination is based on the evidence in the record for this ordinance, including the staff memorandum accompanying this ordinance. The Board of Supervisors hereby authorizes and directs the filing of a notice of exemption in accordance with CEQA and the State CEQA Guidelines.

Section 30. If any provision, word, phrase, section or subsection of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance and the application of such provision, word, phrase, section or subsection to other persons or circumstances shall not be affected thereby. To this end, provisions of this ordinance are severable.

PASSED AND ADOPTED by the Board of Supervisors of the County of Mendocino, State of California, this day of , 2025, by the following roll call vote:

AYES:
NOES:
ABSENT:

WHEREUPON, the Chair declared the Ordinance passed and adopted and **SO ORDERED**.

ATTEST: DARCIE ANTLE
Clerk of the Board

_____
Deputy

APPROVED AS TO FORM:
CHARLOTTE E. SCOTT
County Counsel

_____

_____
JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

BY: DARCIE ANTLE
Clerk of the Board

_____
Deputy

ORDINANCE NO. _____

ORDINANCE AMENDING CHAPTER 22.17 – FLOODPLAIN ORDINANCE

The Board of Supervisors of the County of Mendocino, State of California, ordains as follows:

Section 1. Section 22.17.105 of the Mendocino County Code is hereby amended to read as follows:

Sec. 22.17.105 Definitions (A).

(A) "Accessory use" means a use which is incidental and subordinate to the principal use of the parcel of land on which it is located.

(B) "Accessory structure" means a detached subordinate structure, the use of which is incidental to the established primary use or main structure located on the same lot or building site; i.e., private garage, storage shed, farm out buildings, etc. In no case shall such accessory structure dominate, in area, extent or purpose, the principal lawful structure or use. Accessory buildings shall not contain any sleeping quarters or kitchen facilities and are therefore not intended for human occupancy. See Chapter 20.164, Accessory Use Regulations (Division I, Mendocino County Zoning Code) Section 20.308.020(F) Accessory Buildings, Chapter 20.308, (Division II, Mendocino County Zoning Code).

(C) “Agricultural Structure” means a walled and roofed structure used exclusively for agricultural purposes or uses in connection with the production, harvesting, storage, raising, or drying of agricultural commodities and livestock, including aquatic organisms. Structures that house tools or equipment used in connection with these purposes or uses are also considered to have agricultural purposes or uses.

(D) "Alluvial fan" means a geomorphologic feature characterized by a cone or fan-shaped deposit of boulders, gravel, and fine sediments that have been eroded from mountain slopes, transported by flood flows, and then deposited on the valley floors, and which is subject to flash flooding, high velocity flows, debris flows, erosion, sediment movement and deposition, and channel migration.

(E) "Apex" means the point of highest elevation on an alluvial fan, which on undisturbed fans is generally the point where the major stream that formed the fan emerges from the mountain front.

(F) "Appeal" means a request for a review of the Floodplain Administrator's interpretation of any provision of this ordinance.

(G) "Area of shallow flooding" means a designated AO or AH Zone on the Flood Insurance Rate Map (FIRM). The base flood depths range from one (1) to three (3) feet; a clearly defined channel does not exist; the path of flooding is unpredictable and indeterminate; and velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

(H) "Area of special flood hazard" — See "Special flood hazard area."

(I) "Area of special flood-related erosion hazard" is the land within a community which is most likely to be subject to severe flood-related erosion losses. The area may be designated as Zone E on the Flood Insurance Rate Map (FIRM).

(J) "Area of special mudslide (i.e., mudflow) hazard" is the area subject to severe mudslides (i.e., mudflows). The area is designated as Zone M on the Flood Insurance Rate Map (FIRM).

(K) “ASCE 24” means the standard Flood Resistant Design and Construction, referenced by the building code, developed and published by the American Society of Civil Engineers, Reston, VA. Where cited, ASCE 24 refers to the edition of the standards that is incorporated as Appendix G within the Building Code.

Section 2. Section 22.17.110 of the Mendocino County Code is hereby amended to read as follows:

Sec. 22.17.110 Definitions (B).

(A) "Base flood" means a flood which has a one percent (1%) chance of being equaled or exceeded in any given year (also called the "100-year flood"). Base flood is the term used throughout this ordinance.

(B) "Basement" means any area of the building having its floor subgrade — i.e., below ground level — on all sides.

(C) "Breakaway walls" are any type of walls, whether solid or lattice, and whether constructed of concrete, masonry, wood, metal, plastic or any other suitable building material which is not part of the structural support of the building and which is designed to break away under abnormally high tides or wave action without causing any damage to the structural integrity of the building on which they are used or any buildings to which they might be carried by flood waters. A breakaway wall shall have a safe design loading resistance of not less than ten (10) and no more than twenty (20) pounds per square foot. Use of breakaway walls must be certified by a registered engineer or architect and shall meet the following conditions:

(1) Breakaway wall collapse shall result from a water load less than that which would occur during the base flood, and

(2) The elevated portion of the building shall not incur any structural damage due to the effects of wind and water loads acting simultaneously in the event of the base flood.

(D) "Building" — see "Structure."

(E) “Building Code” means California Code of Regulations Title 24, the California Building Standards Code, the family of building codes specifically adopted by the State of California and adopted by reference by the County of Mendocino by Chapter 18.04 of this Code, and composed of:

(1) Part 2, applicable to buildings and structures other than dwellings within the scope of this part.

(2) Part 2.5, applicable to one- and two-family dwellings and townhouses not more than three stories, and accessory structures.

(3) Part 10, applicable to existing buildings (as defined in that code).

(4) Other codes specified in Chapter 18.04.

Section 3. Section 22.17.120 of the Mendocino County Code is hereby amended to read as follows:

Sec. 22.17.120 Definitions (D).

(A) "Design Flood" means the flood associated with the greater of the following two areas:

(1) Area with a flood plain subject to one-percent or greater chance of flooding in any year.

(2) Area designated as a flood hazard area on a community's flood hazard map, or otherwise legally designated.

(B) "Design Flood Elevation" means the elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where depth number is not specified on the map, the depth shall be taken as being equal to two feet (610 mm).

(C) "Development" means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

Section 4. Section 22.17.130 of the Mendocino County Code is hereby amended to read as follows:

Sec. 22.17.130 Definitions (F).

(A) "FEMA" means the Federal Emergency Management Agency.

(B) "Flood, flooding, or flood water" means:

(1) A general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters; the unusual and rapid accumulation or runoff of surface waters from any source; and/or mudslides (i.e., mudflows); and

(2) The condition resulting from flood-related erosion.

(C) "Flood Boundary and Floodway Map (FBFM)" means the official map on which the Federal Emergency Management Agency or Federal Insurance Administration has delineated both the areas of special flood hazards and the floodway.

(D) “Flood control project” means a dam or barrier designed and constructed to keep water away from or out of a specific area, including, but not limited to, levees, floodwalls, and channelization.

(E) "Flood Hazard Boundary Map" means the official map on which the Federal Emergency Management Agency or Federal Insurance Administration has delineated the areas of flood hazards.

(F) "Flood Insurance Rate Map (FIRM)" means the official map on which the Federal Emergency Management Agency or Federal Insurance Administration has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

(G) "Flood Insurance Study" means the official report provided by the Federal Insurance Administration that includes flood profiles, the Flood Insurance Rate Map, the Flood Boundary and Floodway Map, and the water surface elevation of the base flood.

(H) "Flood-related erosion" means the collapse or subsidence of land along the shore of a lake or other body of water as a result of undermining caused by waves or currents of water exceeding anticipated cyclical level or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as a flash flood or an abnormal tidal surge, or by some similarly unusually and unforeseeable event which results in flooding.

(I) "Flood-related erosion area" or "Flood-related erosion prone area" means a land area adjoining the shore of a lake or other body of water, which due to the composition of the shoreline or bank and high water levels or wind-driven currents, is likely to suffer flood-related erosion damage.

(J) "Flood-related erosion area management" means the operation of an overall program of corrective and preventive measures for reducing flood-related erosion damage, including but not limited to emergency preparedness plans, flood-related erosion control works, and floodplain management regulations.

(K) "Floodplain or flood-prone area" means any land area susceptible to being inundated by water from any source — see "Flooding".

(L) "Floodplain Administrator" is the individual appointed to administer and enforce the floodplain management regulations. The Building Official, as defined in Chapter 18.04, shall be the Floodplain Administrator.

(M) "Floodplain management" means the operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.

(N) "Floodplain management regulations" means this ordinance and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as grading and erosion control) and other applications of police power which control development in flood-prone areas. This term describes federal, state or local regulations in any combination thereof which provide standards for preventing and reducing flood loss and damage.

(O) "Flood-proofing" means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures, and their contents. (Refer to FEMA Technical Bulletins TB 1-93, TB 3-93, and TB 7-93 for guidelines on dry and wet flood-proofing.)

(P) "Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot. Also referred to as, "Regulatory Floodway".

(Q) "Floodway fringe" is that area of the floodplain on either side of the "Regulatory Floodway" where encroachment may be permitted.

(R) "Fraud and victimization" as related to Section 22.17.500 Variances, of this ordinance, means that the variance granted must not cause fraud on or victimization of the public. In examining this requirement, the County will consider the fact that every newly constructed building adds to government responsibilities and remains a part of the community for fifty (50) to one-hundred (100) years. Buildings that are permitted to be constructed below the base flood elevation are subject during all those years to increased risk of damage from floods, while future owners of the property and the community as a whole are subject to all the costs, inconvenience, danger, and suffering that those increased flood damages bring. In addition, future owners may purchase the property, unaware that it is subject to potential flood damage, and can be insured only at very high flood insurance rates.

(S) "Functionally dependent use" means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, and does not include long-term storage or related manufacturing facilities.

Section 5. Section 22.17.145 of the Mendocino County Code is hereby amended to read as follows:

Sec. 22.17.145 Definitions (L).

(A) “Letter of Map Change” or LOMC means an official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:

(1) A Letter of Map Amendment (LOMA). An amendment based on technical data showing that a property was incorrectly included in a designated special flood

hazard area. A LOMA amends the current effective Flood Insurance Rate Map and established that a specific property, portion of property, or structure is not located in a special flood hazard area.

(2) Letter of Map Revision (LOMR). A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

(3) Letter of Map Revision Based on Fill (LOMR-F). A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

(4) Conditional Letter of Map Revision (CLOMR). A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

(B) "Levee" means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control or divert the flow of water so as to provide protection from temporary flooding.

(C) "Levee system" means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accord with sound engineering practices.

(D) "Lowest floor" means the lowest floor of the lowest enclosed area, including basement (see "Basement" definition).

(1) An unfinished or flood resistant enclosure below the lowest floor that is usable solely for parking of vehicles, building access or storage in an area other than a basement area, is not considered a building's lowest floor provided it conforms to applicable non-elevation design requirements, including, but not limited to:

(a) The wet flood-proofing standard in section 22.17.405(A)(3);

(b) The anchoring standards in section 22.17.405(A)(1);

(c) The construction materials and methods standards in section 22.17.405(A)(2); and

(d) The standards for utilities in section 22.17.410.

(2) For residential structures, all subgrade enclosed areas are prohibited as they are considered to be basements (see "Basement" definition). This prohibition includes below-grade garages and storage areas.

Section 6. Section 22.17.210 of the Mendocino County Code is hereby amended to read as follows:

Sec. 22.17.210 Basis for Establishing the Areas of Special Flood Hazard.

The areas of special flood hazard identified by the Federal Insurance Administration (FIA) of the Federal Emergency Management Agency (FEMA) in the Flood Insurance Study (FIS) for Mendocino County, California, Unincorporated Areas, dated June 16, 1992 and accompanying Flood Insurance Rate Maps (FIRMs) and Flood Boundary and Floodway Maps (FBFMs), dated June 1, 1983, and all subsequent amendments and/or revisions, are hereby adopted by reference and declared to be a part of this ordinance. This FIS and attendant mapping is the minimum area of applicability of this ordinance and may be supplemented by studies for other areas which allow implementation of this ordinance and which are recommended to the Board of Supervisors by the Floodplain Administrator. The study, FIRMs and FBFMs are on file at Department of Planning and Building Services at 860 N. Bush Street, Ukiah, California.

Section 7. Section 22.17.235 of the Mendocino County Code is hereby renumbered to be Section 22.17.245.

Section 8. Section 22.17.230 of the Mendocino County Code is hereby renumbered to be Section 22.17.240 and amended to read as follows:

Sec. 22.17.240 Warning and Disclaimer of Liability.

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. The flood hazard areas and base flood elevations contained in the Flood Insurance Study and shown on Flood Insurance Rate Maps and requirements of Title 44 Code of Federal Regulations, Sections 59 and 60 may be revised by the Federal Emergency Management Agency, requiring the County of Mendocino to revise these regulations to remain eligible for participation in the National Flood Insurance Program.

This ordinance does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of the County of Mendocino, any officer or employee thereof, the State of California, or the Federal Insurance Administration, Federal Emergency Management Agency, for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.

Section 9. Section 22.17.225 of the Mendocino County Code is hereby renumbered to be Section 22.17.235.

Section 10. Section 22.17.220 of the Mendocino County Code is hereby renumbered to be Section 22.17.230.

Section 11. Section 22.17.220 of the Mendocino County Code is hereby added to read as follows:

Sec. 22.17.220 Coordination with California Building Standards Code.
Pursuant to the requirements established in State statute that the County of Mendocino administer and enforce the California Building Standards Code, the Board of Supervisors of Mendocino County hereby acknowledges that the building codes contain certain provisions that apply to the design and construction of buildings and structures in flood hazard areas. Therefore, these regulations are intended to be administered and enforced in conjunction with the Building Code as adopted by Chapter 18.04 of this Code.

Section 12. Section 22.17.225 of the Mendocino County Code is hereby added to read as follows:

Sec. 22.17.225 Adoption of CCR Title 24 Part 2 Appendix G.

CCR Title 24 Part 2 Appendix G Flood-Resistant Construction has been adopted by the County by Chapter 18.04 and shall apply in flood hazard areas.

Section 13. Section 22.17.305 of the Mendocino County Code is hereby amended to read as follows:

Sec. 22.17.305 Establishment of Development Permit.

A development permit shall be obtained before any construction or other development begins within any area of special flood hazard established in Section 22.17.210. Application for a development permit shall be made on forms furnished by the Floodplain Administrator and may include, but not be limited to: plans in duplicate drawn to scale showing the nature, location, dimensions, and elevation of the area in question; existing or proposed structures, fill, storage of materials, drainage facilities; and the location of the foregoing. Specifically, the following information is required.

(A) Site plan, including but not limited to:

(1) For all proposed structures, spot ground elevations at building corners and twenty-foot or smaller intervals along the foundation footprint, or one-foot contour elevations throughout the building site; and

(2) Proposed locations of water supply, sanitary sewer, and utilities; and

(3) If available, the base flood elevation from the Flood Insurance Study and/or Flood Insurance Rate Map; and

(4) If applicable, the location of the regulatory floodway.

(B) Foundation design detail, including but not limited to:

(1) Proposed elevation in relation to mean sea level, of the lowest floor (including basement) of all structures; and

(2) For a crawl-space foundation, location and total net area of foundation openings as required in Section 22.17.405(A)(3) of this ordinance and FEMA Technical Bulletins 1-93 and 7-93; and

(3) For foundations placed on fill, the location and height of fill, and compaction requirements (compacted to ninety-five percent (95%) using the Standard Proctor Test method).

(C) Proposed elevation in relation to mean sea level to which any nonresidential structure will be floodproofed, as required in Section 22.17.405(B) of this ordinance and FEMA Technical Bulletin TB 3-93; and

(D) All appropriate certifications listed in Section 22.17.315(D) of this ordinance; and

(E) Description of the extent to which any watercourse will be altered or relocated as a result of proposed development.

(F) Additional Analyses and Certification. As applicable to the location and nature of the proposed development activity, and in addition to the requirements of these regulations, the applicant shall have the following analyses signed and sealed by a qualified professional engineer for submission with the site plan and construction documents. Said documentation shall include, but not limited to hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the FIRM when the analyses propose changes to the Base Flood Elevation, flood hazard area boundaries, or floodway designations; such submissions shall be made within six (6) months of data becoming available.

(1) For development activities proposed to be located within the floodway, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations; where applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in subsection (G) below. The applicant shall submit the Conditional Letter of Map Revision, when issued by FEMA, with the site plan and construction documents.

(2) For development activities proposed to be located in a riverine flood hazard area where base flood elevations are included in the Flood Insurance Study or on the FIRM but floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation more than one (1) foot at any point within the community. This requirement does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas identified as Zone AO or Zone AH.

(3) For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices that demonstrates the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained in a manner which preserves the channel's flood carrying capacity. The applicant shall submit an analysis to FEMA as specified in subsection (G) below. The applicant shall notify the chief executive officer of adjacent communities and the California Department

of Water Resources. The Floodplain Administrator shall maintain a copy of the notification in the permit records and shall submit a copy to FEMA.

(4) Relative to the submission for new technical data, within six (6) months, the County shall notify FEMA of changes in the base flood elevation by submitting technical or scientific data so insurance and floodplain management can be based on current data.

(G) Submission of Additional Data.

(1) When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a Letter of Map Change from FEMA to change the flood elevations, change floodway boundaries, or change boundaries of flood hazard areas as shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a qualified registered professional engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant. Provided FEMA issues a Conditional Letter of Map Revision, construction of proposed flood control projects and land preparation for development are permitted, including clearing, excavation, grading, and filling. Permits for construction of buildings shall not be issued until the applicant satisfies the FEMA requirements for issuance of a Letter of Map Revision.

(2) Unless otherwise demonstrated through the submission of additional engineering data as noted in subsection (G)(1) above, no encroachments, including fill, new construction, substantial improvements, and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that proposed encroachment would not result in any increase in flood levels within the community during occurrence of the base flood discharge.

Section 14. Section 22.17.315 of the Mendocino County Code is hereby amended to read as follows:

Sec. 22.17.315 Duties and Responsibilities of the Floodplain Administrator.

The duties and responsibilities of the Floodplain Administrator shall include, but not be limited to the following.

(A) Permit Review. Review all development permits to determine all of the following:

(1) Permit requirements of this ordinance have been satisfied.

(2) All other required state and federal permits have been obtained. The applicant shall obtain all other required state and federal permits prior initiating work authorized by these regulations and shall provide documentation of such permits to the Floodplain Administrator. Such permits include but are not limited to:

(a) California Coastal Commission or certified Local Coastal Program, if applicable, for activities subject to the Coastal Development Permit

requirements and policies of the California Coastal Act (Public Resources Code, Division 20).

(b) California State Water Resources Control Board for activities that affect wetlands and alter source flows, in conjunction with U. S. Army Corps of Engineers; Section 404 of the Clean Water Act.

(3) Substantial Improvement and Substantial Damage Determinations. For applications for building permits to improve buildings and structures, including alterations, movement, repair, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Building Official, shall:

(a) Estimate the market value, or require the applicant to obtain a professional appraisal prepared by a qualified independent appraiser, of the market value of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made.

(b) Compare the cost to perform the improvement, the cost to repair the damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, where applicable, to the market value of the building or structure.

(c) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage.

(d) Notify the applicant when it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the building code is required and notify the applicant when it is determined that work does not constitute substantial improvement or repair of substantial damage. See Sections 22.17.175(F) and 22.17.175(G) of this Ordinance for definitions of substantial damage and substantial improvements.

(4) The site is reasonably safe from flooding.

(5) The proposed development does not adversely affect the carrying capacity of areas where base flood elevations have been determined but a floodway has not been designated. For purposes of this ordinance, "adversely affects" means that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will increase the water surface elevation of the base flood more than one (1) foot at any point.

(B) Review, Use and Development of Other Base Flood Data.

(1) When base flood elevation data has not been provided in accordance with Section 22.17.210, the Floodplain Administrator shall obtain, review, and

reasonably utilize any base flood elevation and floodway data available from a federal or state agency, or other source, in order to administer Section 22.17.400. Any such information shall be submitted to the County for adoption; or

(2) If no base flood elevation data is available from a federal or state agency or other source, then a base flood elevation shall be obtained using one (1) of two (2) methods from the FEMA publication "Managing Floodplain Development in Approximate Zone A Areas — A Guide for Obtaining and Developing Base (100-year) Flood Elevations" dated July 1995 in order to administer Section 22.17.400:

(a) Simplified method:

(i) 100-year or base flood discharge shall be obtained using the appropriate regression equation found in a U.S. Geological Survey publication, or the discharge-drainage area method; and

(ii) Base flood elevation shall be obtained using the Quick-2 computer program developed by FEMA.

(b) Detailed method. The 100-year or base flood discharge and the base flood elevation shall be obtained using detailed methods identified in FEMA Publication 265, published in July 1995 and titled: "Managing Floodplain Development in Approximate Zone A Areas-A Guide for Obtaining and Developing Base (100-year) Flood Elevations".

(C) Notification of Other Agencies: In alteration or relocation of a watercourse:

(1) Notify adjacent communities and the California Department of Water Resources prior to alteration or relocation;

(2) Submit evidence of such notification to the Federal Insurance Administration, Federal Emergency Management Agency; and

(3) Assure that the flood carrying capacity within the altered or relocated portion of said watercourse is maintained.

(D) Documentation of Floodplain Development: Obtain and maintain for public inspection and make available as needed the following:

(1) Certification required by Section 22.17.405(A)(3) and 22.17.420 (lowest floor elevations).

(2) Certification required by 22.17.405(B) (elevation or flood-proofing of nonresidential structures).

(3) Certification required by 22.17.405(C) (wet flood-proofing standard).

(4) Certification of elevation required by Section 22.17.415 (subdivision standards).

(5) Certification required by Section 22.17.430(A) (floodway encroachments).

(E) Map Determinations: Make interpretations where needed, as to the exact location of the boundaries of the areas of special flood hazard. Where there appears to be a conflict between a mapped boundary and actual field conditions, grade and base flood elevations shall be used to determine the boundaries of the special flood hazard area. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in Section 22.17.330.

(F) Remedial Action: Take action to remedy violations of this ordinance as specified in Section 22.17.215.

Section 15. Section 22.17.320 of the Mendocino County Code is hereby renumbered to be Section 22.17.330.

Section 16. Section 22.17.320 of the Mendocino County Code is hereby added to read as follows:

Sec. 22.17.320 Flood Control Projects - General. In addition to applicable Federal, State and other local permits, a permit for floodplain development is required for construction of flood control projects. The purpose for the permit is to examine the impact on flood hazards areas, floodways, and base flood elevations shown on the FIRM. Unless otherwise authorized by separate regulations, issuance of this permit does not address the sufficiency of the structural elements of the proposed flood control project. Permits for floodplain development and building permits in areas affected by proposed flood control projects shall not be issued based on Conditional Letters of Map Revision issued by FEMA.

Section 17. Section 22.17.325 of the Mendocino County Code is hereby added to read as follows:

Sec. 22.17.325 Flood Control Projects - Applications. Applications for permits for flood control projects shall include documentation, including, but not limited to:

(A) Site plan or document showing the existing topography and the boundaries of the flood hazard areas, floodway boundaries, and base flood elevations shown on the FIRM.

(B) Site plan or document showing the proposed topography and the proposed changes to the boundaries of the flood hazard areas, floodway boundaries, and base flood elevations.

(C) The documentation submitted to FEMA for a Conditional Letter of Map Revision (CLOMR) and, if issued, the Conditional Letter of Map Revision. Submittal requirements and processing fees shall be the responsibility of the applicant. A CLOMR is required when a proposed flood control project alters a floodway and increases base flood elevations more than greater than 0.00 feet, or alters a watercourse a riverine flood hazard area for which base flood elevations are included in the Flood Insurance Study or on the FIRM and floodways have not been designated and increases base elevations more than 1.0 foot.

Section 18. Section 22.17.405 of the Mendocino County Code is hereby amended to read as follows:

Sec. 22.17.405 Standards of Construction.

(A) In all areas of special flood hazards the following standards are required:

(1) Anchoring.

(a) All new construction and substantial improvements shall be adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.

(b) All manufactured homes shall meet the anchoring standards of Section 22.17.420.

(2) Construction materials and methods. All new construction and substantial improvement shall be constructed:

(a) With flood resistant materials as specified in FEMA Technical Bulletin TB 2-93, and utility equipment resistant to flood damage;

(b) Using methods and practices that minimize flood damage;

(c) With electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding; and

(d) Within Zones AH or AO, so that there are adequate drainage paths around structures on slopes to guide flood waters around and away from proposed structures.

(3) Elevation and flood-proofing. (See Section 22.17.100 definitions for "basement," "lowest floor," "new construction," "substantial damage" and "substantial improvement".)

(a) Residential construction, new or substantial improvement, shall have the lowest floor, including basement:

(i) In an AO zone, elevated to a height above the highest adjacent grade of not less than the depth number specified in feet (mm) on the FIRM plus one (1) foot (305mm), or not less than three (3) feet (915 mm) if a depth number is not specified.

(ii) In all other Zones, elevated at least one (1) foot above the base flood elevation, as determined by the County.

Upon the completion of the structure, the elevation of the lowest floor including basement shall be certified by a registered professional

engineer or surveyor, and verified by the community building inspector to be properly elevated. Such certification and verification shall be provided to the Floodplain Administrator.

(B) All new construction and substantial improvements of non-residential structures within Zones A1-30, AE, and AH zones on the community FIRM, shall (i) have the lowest floor (including basement) elevated to or above the base flood level in accordance with ASCE 24 and as defined in Section 1603.17 Flood Design Data contained in the International Building Code or, (ii) together with attendant utility and sanitary facilities, be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effect of buoyancy. This shall include, detached garages, utility structures, and agricultural structures, and shall conform to the following:

(1) Attached Garages:

(a) A garage attached to a residential structure constructed with the garage floor slab below the base flood elevation, must be designed to allow for automatic entry of flood water (See Section 22.17.405(C)). Areas of the garage below the base flood elevation must be constructed with flood resistant materials (See Section 22.17.405(A)(2)).

(b) A garage attached to non-residential structure must meet the above requirements or be dry floodproofed.

(2) Detached Garages and Accessory Structures. Detached garages and accessory structures used only for parking or storage are permitted below the base flood elevation provided the garage and accessory structures:

(a) Are one (1) story and not larger than six hundred (600) square feet in area when located in special flood hazard areas.

(b) Are anchored to resist flotation, collapse or lateral movement resulting from flood loads.

(c) Have flood openings in accordance with the building code.

(d) Have flood damage-resistant materials used below the base flood elevation.

(e) Have mechanical, plumbing and electrical systems, including plumbing fixtures, elevated to or above the base flood elevation.

(3) Utility and Miscellaneous Group U. Utility and Miscellaneous Group U includes buildings that are accessory in character and miscellaneous structures not classified in any specific occupancy in the building code, including but not limited to, agricultural buildings, aircraft hangers (accessory to a one- or two-family residence), barns, carports, fences more than six (6) feet (1,829 mm) high, grain silos (accessory to a residential occupancy), greenhouses, livestock shelters, private garages, retaining walls, sheds, stables, and towers. In addition to the

building code requirements for fire and life safety, the following shall apply to Utility and Miscellaneous Group U buildings and structures in flood hazard areas:

(a) New construction and substantial improvement of such buildings and structures shall be anchored to prevent flotation, collapse or lateral movement resulting from flood loads, including the effects of buoyancy, during conditions of the design flood.

(b) New construction and substantial improvement of such buildings and structures, when fully enclosed by walls, shall be elevated such that the lowest floor, including basement, is elevated to or above the design flood elevation in accordance with ASCE 24 or shall be dry floodproofed in accordance with ASCE 24.

(c) Unless dry floodproofed, fully enclosed areas below the design flood elevation shall be constructed in accordance with ASCE 24 and limited parking, storage, and building access.

(d) When fully enclosed by walls, flood openings shall be installed in accordance with ASCE 24.

(e) Flood damage-resistant materials shall be used below the design flood elevation.

(f) Mechanical, plumbing and electrical systems, including plumbing fixtures, shall be located or installed in accordance with ASCE 24.

(4) Agricultural Structures. Construction or substantial improvement of agricultural structures, as defined in Section 22.17.105 of the Mendocino County Code, that are not elevated or dry floodproofed may be permitted in flood hazard areas, provided the requirements of this section are satisfied:

(a) A determination has been made that the proposed agricultural structure:

(i) Is used exclusively in connection with the production, harvesting, storage, raising, or drying of agricultural commodities and livestock, or storage of tools or equipment used in connection with these purposes or uses, and will be restricted to such exclusive uses.

(ii) Has low damage potential.

(iii) Does not increase risks and pose a danger to public health, safety, and welfare if flooded and contents are released, including, but not limited to, the effects of flooding on manure storage, livestock confinement operations, liquified natural gas terminals, and production and storage of highly volatile, toxic, or water reactive materials.

(iv) Is not located in a coastal high hazard area (Zone V/VE), except for aquaculture structures dependent on close proximity to water.

(v) Complies with the wet floodproofing construction requirements of subsection (b), below.

(b) Wet Floodproofing Construction Requirements.

(i) Anchored to resist flotation, collapse, and lateral movement.

(ii) When enclosed by walls, walls shall have flood openings that comply with the flood opening requirements of ASCE 24, Chapter 2.

(iii) Flood damage-resistant materials are used below the base flood elevation.

(iv) Mechanical, electrical, and utility equipment are elevated above the base flood elevation.

(C) All new construction and substantial improvement with fully enclosed areas below the lowest floor (excluding basements) that are usable solely for parking of vehicles, building access or storage, and which are subject to flooding, shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwater. Designs for meeting this requirement shall follow the guidelines in FEMA Technical Bulletins TB 1-93 and TB 7-93, and must exceed the following minimum criteria:

(1) Have a minimum of two (2) openings having a total net area of not less than one-square-inch for every square foot of enclosed area subject to flooding. The bottom of all openings shall be no higher than one (1) foot above grade. Openings may be equipped with screens, louvers, valves or other coverings or devices provided that they permit the automatic entry and exit of floodwater; or

(2) Be certified by a registered professional engineer or architect.

(D) Manufactured homes shall also meet the standards in Section 22.17.420.

Section 19. Section 22.17.415 of the Mendocino County Code is hereby deleted.

Section 20. Section 22.17.420 of the Mendocino County Code is hereby renumbered to be Section 22.17.415.

Section 21. Section 22.17.425 of the Mendocino County Code is hereby renumbered to be Section 22.17.420 and amended to read as follows:

Sec. 22.17.420 Standards for Manufactured Homes.

(A) Installation. In addition to the provisions for manufactured homes in Appendix G to the Building Code:

(1) All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to the Business and Professions Code and shall comply with the requirements of the Department of Housing and Community Development (HCD) and the requirements of these regulations.

(2) In addition to permits pursuant to Appendix G, permits from the HCD are required where the HCD is the enforcement agency for installation of manufactured homes.

(3) Upon completion of installation and prior to the final inspection by the Floodplain Administrator, the installer shall submit certification of the elevation of the manufactured home, prepared by a licensed land surveyor or registered civil engineer, to the Floodplain Administrator.

(B) All manufactured homes that are placed or substantially improved, within Zones A1-30, AH, AE, V1-V30, VE and V on the community's Flood Insurance Rate Map, on sites located:

(1) Outside of a manufactured home park or subdivision,

(2) In a new manufactured home park or subdivision,

(3) In an expansion to an existing manufactured home park or subdivision, or

(4) In an existing manufactured home park or subdivision on a site upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to or above the base flood elevation (the State of California recommends at least two (2) feet above the base flood elevation) and be securely fastened to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

(C) All manufactured homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision within Zones A1-30, AH, AE, V1-V30, VE and V on the community's Flood Insurance Rate Map that are not subject to the provisions of paragraph 22.17.415(A) will be securely fastened to an adequately anchored foundation system to resist flotation, collapse, and lateral movement, and be elevated so that either the:

(1) Lowest floor of the manufactured home is at or above the base flood elevation (the State of California recommends at least two (2) feet above the base flood elevation), or

(2) Manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than thirty-six (36) inches in height above grade.

Upon the completion of the structure, the elevation of the lowest floor including basement shall be certified by a registered professional engineer or surveyor, and verified by the community building inspector to be properly elevated. Such certification and verification shall be provided to the Floodplain Administrator.

Section 22. Section 22.17.430 of the Mendocino County Code is hereby renumbered to be Section 22.17.425 and amended to read as follows:

Sec. 22.17.425 Standards for Recreational Vehicles.

(A) All recreational vehicles placed on sites within Zones A1-30, AH, AE, V1-V30, VE and V on the community's Flood Insurance Rate Map will either:

(1) Be on the site for fewer than one hundred eighty (180) consecutive days, and be fully licensed and ready for highway use — a recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions, or

(2) Meet the permit requirements of Section 22.17.300 of this ordinance and the elevation and anchoring requirements for manufactured homes in Section 22.17.420.

Section 23. Section 22.17.435 of the Mendocino County Code is hereby renumbered to be Section 22.17.430 and amended to read as follows:

Sec. 22.17.430 Floodways. Located within areas of special flood hazard established in Section 22.17.210 are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of flood waters, which carry debris, potential projectiles, and erosion potential, the following provisions apply.

(A) Prohibit encroachments, including fill, new construction, substantial improvement, and other new development unless the floodway encroachment analysis required in Section 22.17.305(F) of these regulations demonstrates the proposed work will not result in any increase in the base flood levels during occurrence of the base flood discharge.

(B) If Section 22.17.425(A) is satisfied, all new construction, substantial improvement, and other proposed new development shall comply with all other applicable flood hazard reduction provisions of Section 22.17.400.

(C) Subject to the limitations of these regulations, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, when intended to support buildings and structures, fill shall comply with the requirements of the Building Code. The placement of fill intended to change base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on the FIRMs shall be subject to the requirements of Section 22.17.305(G) of these regulations.

Section 24. Section 22.17.440 of the Mendocino County Code is hereby renumbered to be Section 22.17.435 and amended to read as follows:

Sec. 22.17.435 Coastal High Hazard Areas. Within coastal areas as established under Section 22.17.115, the following standards shall apply.

(A) All new construction and substantial improvements shall be elevated on adequately anchored pilings or columns and securely anchored to such pilings or columns so that the lowest horizontal portion of the structural members of the lowest floor (excluding the pilings or columns) is elevated to or above the base flood elevation, plus one (1) foot. The pile or column foundation and structure attached thereto is anchored to resist flotation, collapse, and lateral movement due to the effects of wind and water loads acting simultaneously on all building components. Water loading values used shall be those required by applicable state or local building standards.

(B) All new construction and other development shall be located on the landward side of the reach of mean high tide.

(C) All new construction and substantial improvement shall have the space below the lowest floor free of obstructions or constructed with breakaway walls as defined in Section 22.17.110 of this ordinance. Such enclosed space shall not be used for human habitation and will be usable solely for parking of vehicles, building access or storage.

(D) Fill shall not be used for structural support of buildings.

(E) Man-made alterations of sand dunes which would increase potential flood damage is prohibited.

(F) The Floodplain Administrator shall obtain and maintain the following records:

(1) certification by a registered engineer or architect that a proposed structure complies with Section 22.17.435(A), and

(2) the elevation (in relation to mean sea level) of the bottom of the lowest structural member of the lowest floor (excluding pilings or columns) of all new and substantially improved structures, and whether such structures contain a basement.

Section 25. Section 22.17.440 of the Mendocino County Code is hereby added to read as follows:

Sec. 22.17.440 Non-Structural Fill or Alteration of Sand Dunes in Coastal High-Hazard Areas (Zone V/VE) and Coastal A Zones. Non-structural fill or alteration of sand dunes in coastal high hazard areas (Zone V/VE) and Coastal Zones shall be permitted only when authorized by appropriate federal, state or local authorities. Where permitted, such fill or alterations shall comply with the following, as applicable:

(A) Minor grading and the placement of minor quantities of nonstructural fill shall be permitted for landscaping for drainage purposes under and around buildings, and for support of concrete slabs used for parking, floors of enclosures, landings, decks, walkways and similar uses.

(B) Nonstructural fill with finished slopes that are steeper than one unit vertical to five units horizontal shall be permitted only when analyses prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures.

(C) Alteration of sand dunes shall be permitted only when an engineering analysis demonstrates that the proposed alteration will not increase the potential for flood damage.

(D) Sand dune construction and restoration of sand dunes under or around elevated buildings are permitted without additional engineering analysis or certification of the diversion of floodwater or wave runup and wave reflection when the scale and location of the dune work is consistent with local beach0dune morphology, and the vertical clearance is maintained between the top of the sand dune and the lowest horizontal structural member of the building.

Section 26. Section 22.17.445 of the Mendocino County Code is hereby added to read as follows:

Sec. 22.17.445 Other Site Improvements in Coastal High Hazard Areas (Zone V/VE) and Coastal A Zones. Development and site improvement activities other than buildings and structures, where located in coastal high hazard areas (Zone V/VE) and Coastal A Zones, shall be permitted only when authorized by appropriate federal, state, or local authorities. In addition, development and site improvement activities shall be permitted when located outside of the footprint of, and not structurally attached to, buildings and structures and when analyses prepared by a qualified registered design professionals demonstrate no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures. Such development and site improvement activities include but are not limited to:

(A) Bulkheads, seawalls, retaining walls, revetments, and similar erosion control structures.

(B) Solid fences and privacy walls, and fences prone to trapping debris, unless designed and constructed to fail under flood conditions less than the base flood or otherwise function to avoid obstruction of floodwaters.

(C) On-site sewage treatment and disposal systems, including mound systems,

Section 27. Section 22.17.450 of the Mendocino County Code is hereby added to read as follows:

Sec. 22.17.450 Elevation Requirement for Certain Existing Manufactured Home Parks and Subdivisions. Manufactured homes that are placed, replaced, or substantially improved on sites located in an existing manufactured home park or subdivision, unless on a site where substantial damage as a result of floodings has occurred, shall be elevated such that either the:

(A) Lowest floor, or bottom of the lowest horizontal structural member, as applicable to the flood hazard area, is at or above the base flood elevation plus one (1) foot (freeboard).

(B) Bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than 36 inches in height above grade.

Section 28. Section 22.17.510 of the Mendocino County Code is hereby amended to read as follows:

Sec. 22.17.510 Consideration of Variances.

(A) In passing upon requests for variances, the Floodplain Administrator shall consider all technical evaluations, all relevant factors, standards specified in other sections of this ordinance, and the

(1) Danger that materials may be swept onto other lands to the injury of others;

(2) Danger of life and property due to flooding or erosion damage;

(3) Susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the existing individual owner and future owners of the property;

(4) Importance of the services provided by the proposed facility to the community;

(5) Necessity to the facility of a waterfront location, where applicable;

(6) Availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;

(7) Compatibility of the proposed use with existing and anticipated development;

(8) Relationship of the proposed use to the comprehensive plan and floodplain management program for that area;

(9) Safety of access to the property in time of flood for ordinary and emergency vehicles;

(10) Expected heights, velocity, duration, rate of rise, and sediment transport of the flood waters expected at the site; and

(11) Costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water system, and streets and bridges.

(B) Any applicant to whom a variance is granted shall be given written notice over the signature of a community official that:

(1) The issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance based on premium rates determined by the National Flood Insurance Program according to actuarial risk and will not be modified by the granting of a variance, and

(2) Such construction below the base flood level increases risks to life and property. It is recommended that a copy of the notice shall be recorded by the Floodplain Administrator in the Office of the County Recorder and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land.

(C) The Floodplain Administrator will maintain a record of all variance actions, including justification for their issuance, and report such variances issued in its biennial report submitted to the Federal Insurance Administration, Federal Emergency Management Agency.

(D) The Board of Supervisors shall hear and decide appeals regarding decisions of the Floodplain Administrator related to variances from the requirements of this Chapter. The Board of Supervisors shall hear and decide appeals when it is alleged there is an error in any requirement, decision or determination made by the Floodplain Administrator in the administration or enforcement of this Chapter.

Section 29. The Board of Supervisors hereby finds and determines that this ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15308 of the State CEQA Guidelines, as the adoption of this ordinance is taken to assure protection of the environment. This finding and determination is based on the evidence in the record for this ordinance, including the staff memorandum accompanying this ordinance. The Board of Supervisors hereby authorizes and directs the filing of a notice of exemption in accordance with CEQA and the State CEQA Guidelines.

Section 30. If any provision, word, phrase, section or subsection of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance and the application of such provision, word, phrase, section or subsection to other persons or circumstances shall not be affected thereby. To this end, provisions of this ordinance are severable.

PASSED AND ADOPTED by the Board of Supervisors of the County of Mendocino, State of California, this day of , 2025, by the following roll call vote:

AYES:
NOES:
ABSENT:

WHEREUPON, the Chair declared the Ordinance passed and adopted and **SO ORDERED**.

ATTEST: DARCIE ANTLE
Clerk of the Board

Deputy

APPROVED AS TO FORM:
CHARLOTTE E. SCOTT

JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

BY: DARCIE ANTLE
Clerk of the Board

County Counsel

_____ _____

Deputy

SUMMARY

ORDINANCE AMENDING CHAPTER 22.17 - FLOODPLAIN ORDINANCE

This Ordinance amends Chapter 22.17 - Floodplain Ordinance of the Mendocino County Code to make certain revisions, largely being required by the Federal Emergency Management Agency. Additional references to compliance with the California Building Code have been added, including Appendix G – Flood Resistant Design and Construction, which was previously adopted by reference by the County. Amendments specify what additional detail regarding analyses, data, documentation and certifications may be required for development proposed within any area of special flood hazard. New requirements related to development constituting substantial improvement or repair of substantial damage have been added. New sections contain requirements for the construction of flood control projects, as that term is defined in the ordinance. The ordinance reduces the lowest floor height for residential construction, including the basement, from two (2) feet to one (1) foot above the highest adjacent grade or base flood elevation, as applicable. New specific requirements related to non-residential structures, including attached garages, detached garages and accessory structures, utility and miscellaneous buildings, and agricultural structures have been added. Additional installation requirements for manufactured homes have been added, as well as elevation requirements for certain existing manufactured home parks and subdivisions. New requirements related to fill in floodways have been added. New sections with requirements related to non-structural fill, alteration of sand dunes and other site improvements in Coastal High Hazard Areas and Coastal A Zones have been added. Certain other definitions have been added to the ordinance, and section references have been updated.

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 4f)

To: BOARD OF SUPERVISORS

From: Library

Meeting Date: July 29, 2025

Department Contact:	Mellisa Hannum	**Phone:**	707-882-3114
Department Contact:	Barb Chapman	**Phone:**	707-367-8216

Item Type: Regular Agenda **Time Allocated for Item**: 15 Minutes

Agenda Title:
Discussion and Possible Action Including Acceptance of a Report by Library Staff and the Executive Office to Identify Funding Sources and Potential Financing Options for Possible Projects for a Ukiah Branch Expansion; and Direction to Staff to Proceed with the Feasibility Study to Provide the Required Information for Potential Funding of the Ukiah Branch Library
(Sponsor: Library)

Recommended Action/Motion:
Accept the report by Library staff and Executive Office to identify funding sources and potential financing options for possible projects for a Ukiah branch expansion; and provide direction to staff to proceed with the feasibility study to provide the required information for potential funding of the Ukiah branch library.

Previous Board/Board Committee Actions:
On April 22, 2025: item number 4h, the Board of Supervisors directed the Library to work with the Executive Office to identify available funding sources and explore potential financing options, and to report back to the Board with an update prior to proceeding with the feasibility study.

Summary of Request:
On April 22, 2025, the Library presented a cost model of possible projects for the Ukiah Branch expansion. The cost analysis was an introductory, limited analysis of potential building costs and was not based on any in-depth study. The Library was directed to work with the Executive Office staff to determine financing options, funding sources, and what amount is affordable for the Library's Capital Investment budget.

Based on the Library staff's conversation with Executive Office staff in order to determine funding, we need to know what is feasible for the current site or if we should consider purchasing a building or another site. The feasibility study will provide the County with more information about the potential project, including architectural designs and engineering studies. It will also enable the County to select a specific project and continue discussions with potential partners such as the City of Ukiah. The feasibility study would also provide the information necessary to apply for potential funding. The Library has $100,000 in the budget for a feasibility study. We ask the Board of Supervisors to approve moving forward with the feasibility study.

The feasibility study will help meet the Strategic Plan Priority Designation of an Effective County Government by working towards the Ukiah Main Branch library expansion supported by the taxpayers' Measure O Library

Item #: 4f)

Capital Investment Funds.

Alternative Action/Motion:
Do not approve and provide alternate direction.

Strategic Plan Priority Designation: An Effective County Government

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At: www.mendolibrary.org

Fiscal Details:

source of funding: Library Budget Unit 1715, 100% Measure O funds
current f/y cost: $100,000
budget clarification: Budgeted for FY 24-25 and 25-26
annual recurring cost: No
budgeted in current f/y (if no, please describe): Yes
revenue agreement: N/A

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: N/A

CEO Liaison: Executive Office

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk
Date: July 29, 2025

Final Status: **Approved**

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 4g)

To: BOARD OF SUPERVISORS

From: Executive Office

Meeting Date: July 29, 2025

Department Contact:	Kelly Hansen	**Phone:**	707-463-4441
Department Contact:	Xuyen Mallela	**Phone:**	707-463-4441

Item Type: Noticed Public Hearing **Time Allocated for Item**: 15 Minutes

Agenda Title:
Noticed Public Hearing - Discussion and Possible Action Including Adoption of Resolution Approving an Application for Funding and the Execution of a Grant Agreement and Any Amendments Thereto from the 2023 and/or 2024 Funding Year of the State Community Development Block Grant (CDBG) Program to Utilize Program Income (PI) Award in the Amount of $351,725 for the Laytonville Healthy Start Employment Training Program, Whale Gulch School ADA Pathways Project and the Whale Gulch School Fire Alarms Project (Sponsor: Executive Office)

Recommended Action/Motion:
Adopt Resolution approving an application for funding and the execution of a grant Agreement and any amendments thereto from the 2023 and/or 2024 Funding Year of the State Community Development Block Grant (CDBG) Program to utilize Program Income (PI) award in the Amount of $351,725 for the Laytonville Healthy Start employment training program, Whale Gulch School ADA pathways project and the Whale Gulch School fire alarms project; authorize the Chief Executive Officer to execute the grant Agreement and submit all documents if awarded; and authorize Chair to sign the same.

Previous Board/Board Committee Actions:
The Board of Supervisors possesses the authority to allocate Program Income and to determine the projects that will be pursued for Community Development Block Grant (CDBG) funding subject to review and approval by the California Department of Housing and Community Development (HCD). The Grants Division comes before the Board of Supervisors for direction on priorities on the use of Program Income on a regular basis.

Summary of Request:
The Grants Unit conducted a competitive Request for Proposal (RFP) process earlier this year to allocate approximately $600,000 in Community Development Block Grant (CDBG) Program Income (PI), with the potential to leverage additional funding through the anticipated 2025 CDBG Notice of Funding Availability (NOFA) which is expected to be released in July. The RFP invited projects that align with CDBG goals and benefit low- and moderate-income residents. Twelve applications were received, and the top scoring four proposals were invited for interviews. Staff subsequently verified eligibility of the top-scoring proposals with HCD.

The RFP review committee evaluated all received proposals using a comprehensive set of criteria to identify

projects best aligned with County priorities and the goals of the CDBG Program. Evaluation factors included community impact and benefit to low- and moderate-income (LMI) populations, strength of the implementation plan and schedule, alignment with County plans and priorities, organizational capacity and relevant experience, project cost and potential for leveraging additional funds, and letters of support. In addition to scoring, staff assessed the top-ranked proposals for eligibility and consistency with California Department of Housing and Community Development (HCD) CDBG program guidelines. Projects that comprehensively fulfilled the eligibility criteria were put forward for funding consideration by the Board.

Based on the RFP process, the committee recommends the following three projects for funding with Program Income:

- **Laytonville Healthy Start - Employment Training - $180,635**
  This project aims to provide comprehensive employment support services to low- and moderate-income residents, enhancing individual resilience and increasing access to stable, high-quality jobs. The program will offer a wide range of services, including assistance with accessing technology for job applications, creating compelling résumés, conducting job searches, filling out applications, and referrals to partner agencies. Additionally, the program will host annual job fairs and quarterly workshops focused on job skills. To raise awareness of the Family Resource Center's new employment -focused services, an extensive media campaign will be conducted.

- **Whale Gulch School - ADA Pathway Project - $42,795**
  This project aims to enhance accessibility at Whale Gulch School by reconstructing the pathway between the elementary school and the restroom buildings to comply with ADA and California Building Code standards. The construction costs will be funded by Community Development Block Grant (CDBG) funds, while the Leggett Valley School District will cover the design and permitting expenses. These upgrades are essential for meeting Division of the State Architect (DSA) standards, ensuring student safety and ensuring that all students are able to participate fully in their education, and maintaining the school's liability insurance coverage, which can only continue if the district demonstrates progress toward obtaining DSA approval. Given the small, rural nature of the district and its very low bonding capacity-making it nearly impossible for a bond measure to pass if put to a vote-the district cannot complete these critical facility upgrades without external funding.

- **Whale Gulch School - Fire Alarm Project - $128,295**
  This project will expand the existing fire alarm system to cover the entire Whale Gulch School campus, ensuring compliance with California Education Code and Division of the State Architect (DSA) standards. It is part of a broader effort to bring the campus up to ADA accessibility requirements and maintain the school's liability insurance, which depends on demonstrated progress toward DSA approval. The district is unable to complete essential facility upgrades without external funding, as it lacks the bonding capacity and eligibility for other state modernization funds, such as Proposition 2.

The RFP Committee also recommends MCHC's urgent care clinic project for the 2025 NOFA given the project size of $3,300,000.

With the Board's direction, the Grants Unit will finalize and submit three Program Income applications for the above projects. Of note, the County of Mendocino has a projected $642,294 in CDBG Program Income as of June 30, 2025, prior to the approval of these applications, available to allocate toward eligible CDBG projects. Planning for future projects will be forthcoming, and staff will return to the Board for direction on priorities for the use of these funds to support community and economic development initiatives.

The Chief Executive Officer or designee will sign and execute applications, and other documents related to these grants. All public notices and resolutions presented are on HCD-mandated templates.

Alternative Action/Motion:
Provide alternate direction to staff.

Strategic Plan Priority Designation: A Thriving Economy

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: CDBG Grant revenue if awarded
current f/y cost: $0
budget clarification: Total grant funds of $351,725 over two years and nine months performance period for projects listed above if grant is awarded.
annual recurring cost: Yes.
budgeted in current f/y (if no, please describe): No
revenue agreement: No

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Executive Office

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk
Date: July 29, 2025

Final Status: **Adopted**
Executed Item Type: Resolution
Number: 25-137

Resolution of the Mendocino County Board of Supervisors

RESOLUTION NO. 25-137

A RESOLUTION APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2023 AND/OR 2024 FUNDING YEAR OF THE STATE CDBG PROGRAM

BE IT RESOLVED by the Board of Supervisors of the **County** of Mendocino as follows:

SECTION 1:

The Board of Supervisors has reviewed and hereby approves the submission to the State of California of one or more application(s) in the aggregate amount, not to exceed, of $351,725 for the following CDBG activities, pursuant to the 2023 and 2024 CDBG NOFAs:

List activities and amounts –

Activity (*e.g. Public Services, Infrastructure, etc.*)	**Dollar Amount Being Requested for the Activity**
Activity	$325,246
Activity Delivery	$0
General Administration	$26,479
	$ 351,725

SECTION 2:

The **Board of Supervisors** hereby approves the use of Program Income in an amount not to exceed $351,725 for the CDBG activities described in Section 1.

SECTION 3:

The **Board of Supervisors** acknowledges compliance with all state and federal public participation requirements in the development of its application(s).

SECTION 4:

The **Board of Supervisors** hereby authorizes and directs the Chief Executive Officer or designee, to execute and deliver all applications and act on the **County**'s behalf in all matters pertaining to all such applications.

SECTION 5:

If an application is approved, the Chief Executive Officer or designee, is authorized to enter into, execute and deliver the grant agreement (*i.e.*, Standard Agreement) and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

SECTION 6:

If an application is approved, the Chief Executive Officer or designee, is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the **County** of Mendocino held on 7/29/2025 by the following vote:

AYES: Supervisors Cline, Mulheren, Haschak, Norvell, and Williams
NOES: None
ABSENT: None
ABSTAIN: None

John Haschak, Chair
Mendocino County Board of Supervisors

STATE OF CALIFORNIA
County of Mendocino

I, Atlas Pearson, Senior Deputy Clerk of the Board of Supervisors **of** the **County** of Mendocino, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said Board of Supervisors on this 29th day of July, 2025 and that said resolution has not been amended, modified, repealed, or rescinded since its date of adoption and is in full force and effect as of the date hereof.

Atlas Pearson, Senior Deputy Clerk of the Board of Supervisors of the **County** of Mendocino, State of California

Resolution of the Mendocino County Board of Supervisors

RESOLUTION NO. 25-137

A RESOLUTION APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2023 AND/OR 2024 FUNDING YEAR OF THE STATE CDBG PROGRAM

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SECTION 6:

If an application is approved, the Chief Executive Officer or designee, is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the **County** of Mendocino held on 7/29/2025 by the following vote:

AYES: Supervisors Cline, Mulheren, Haschak, Norvell, and Williams
NOES: None
ABSENT: None
ABSTAIN: None

_____
John Haschak, Chair
Mendocino County Board of Supervisors

STATE OF CALIFORNIA
County of Mendocino

I, Atlas Pearson, Senior Deputy Clerk of the Board of Supervisors **of** the **County** of Mendocino, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said Board of Supervisors on this 29th day of July, 2025 and that said resolution has not been amended, modified, repealed, or rescinded since its date of adoption and is in full force and effect as of the date hereof.

_____
Atlas Pearson, Senior Deputy Clerk of the Board of Supervisors of the **County** of Mendocino, State of California

COUNTY OF MENDOCINO
Executive Office

DARCIE ANTLE
Chief Executive Officer
Clerk of the Board

501 Low Gap Road, Room 1010
Ukiah, CA 95482-3734

Email: ceo@mendocinocounty.gov
Website: www.mendocinocounty.gov

Office: (707) 463-4441
Facsimile: (707) 463-5649

MEMORANDUM

DATE: JULY 29, 2025

TO: BOARD OF SUPERVISORS

FROM: EXECUTIVE OFFICE

RE: COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) & USE OF PROGRAM INCOME (PI)

CDBG Background

The Community Development Block Grant (CDBG) Program is designed to assist rural cities and counties in improving economic opportunities and meeting community revitalization needs.

The CDBG program's primary objective is to develop viable communities by assisting in the provision of decent housing and quality living environments and expanding economic opportunities for persons of low and moderate-income. Only cities with populations under 50,000 and counties with populations under 200,000 are eligible for non-entitlement CDBG funds.

CDBG funds are provided as grants to non-entitlement jurisdictions, cannot supplant general fund dollars and are intended as gap financing to help complete critical community projects. Grants vary based on annual allocations and activity limits.[1]

CDBG Project Criteria

Every project, program, or activity, including Program Income projects, that receives CDBG funds through HCD must meet two criteria: the project must meet a national objective and it must also be an eligible activity.

- National objective: benefit to low-to moderate income persons, elimination of blight, urgent need.
- Eligible activities: acquisition of real property, public facilities and improvements, code enforcement, clearance, rehabilitation, reconstruction and construction of buildings, architectural barrier removal, loss of rental income, disposition of real property, public services, payment of non-federal share, relocation, planning and capacity building, program administration, economic assistance to for profit businesses, housing services, microenterprise assistance, homeownership assistance, lead based paint hazard evaluation and reduction.

[1] CDBG Grants Management Manual – Chapter 1 Program Overview

Any activity not explicitly authorized under CDBG statute or regulations is ineligible for CDBG funds. Please see the enclosed RFP for a more in-depth discussion of eligibility.

2025 Notice of Funding Availability

HCD has announced that the 2025 Notice of Funding Availability (NOFA) will be released in late July. Currently, the precise level of CDBG funding available through the 2025 NOFA is unknown. The 2024 NOFA allowed jurisdictions to apply for up to three projects with the combined funding for all activities not to exceed $3.6 million.

Current & past County CDBG projects:

- Round Valley Community Clean-Up
- Micro-Enterprise Business Technical Assistance
- Micro-Business Assistance Loans

Program Income (PI)

Some CDBG activities, such as first-time homebuyer programs, home rehabilitation loans, or business assistance loans, generate program income (PI), extending CDBG dollars further. Program income is defined as gross income generated from CDBG funds. PI perpetually retains its federal identity and must be used for CDBG-eligible activities that meet a national objective. Grantees must track and report the receipt of all funds generated from CDBG assistance throughout the year. As PI accumulates, HCD requires these funds to be utilized for eligible CDBG activities. Grantees must create a plan for PI to be used in open or future awards. A grantee can expend up to seventeen percent of annual PI receipts for the most recently completed fiscal year on general administration expenses. Just like regular CDBG funds, grantees are not allowed to use PI or general administration funds for maintenance or repair of facilities or for the general conduct of government.[2]

PI cannot be banked, and there must be a plan in place to use PI existing funds before applying for further CDBG funding. Any grantee with PI on hand or anticipates having PI on hand that does not have an agreement in place with HCD and does not have an open Standard Agreement with a commitment to expend the PI funds on an activity identified in a Standard Agreement can be required to remit the PI (the amount on hand and any future receipts) to HCD.[3]

Allowed Uses of PI Funds

Program income (PI) can be allocated in three different ways:

1. Including PI in the application budget when applying for an over the counter (OTC) or competitive award.
2. Submitting a PI-only application for a CDBG-eligible activity (which can be submitted at any time).
3. Adding PI to an existing award.

Program income is treated like CDBG grant funds and may only be used for eligible CDBG projects or programs that comply with federal requirements. To note again, every project, program, or activity that receives CDBG funds must meet two criteria: the project must meet a national objective and be an eligible activity. Of special note, planning activities and service delivery are not allowable activities for PI.

[3] Community Development Block Grant Final Guidelines 2019

Past County projects that utilized program income include:

- Business Assistance Revolving Loan Program
- Microenterprise Business Technical Assistance
- Town of Mendocino ADA Ramp
- Homeless Shelter Property Acquisition & Rehabilitation
- Pelicans Bluff ADA Coastal Trail
- Mill Creek Park Fishing Platform ADA Improvement

Request for Proposal (RFP)

The Grants Unit with support of the Economic Development Division and other staff conducted a competitive Request for Proposal (RFP) process earlier this year to allocate County Program Income (PI), with the potential to leverage additional funding through the anticipated 2025 CDBG Notice of Funding Availability (NOFA) which is expected to be released in late July. The RFP invited projects that align with CDBG goals and benefit low- and moderate-income residents. Twelve applications were received, and the top scoring, CDBG eligible proposals were invited for interviews.

The RFP review committee evaluated all received proposals using a comprehensive set of criteria to identify projects best aligned with County priorities and the goals of the CDBG Program. Evaluation factors included community impact and benefit to low- and moderate-income (LMI) populations, strength of the implementation plan and schedule, alignment with County plans and priorities, organizational capacity and relevant experience, project cost and potential for leveraging additional funds, and letters of support. In addition to scoring, staff assessed the top-ranked proposals for eligibility and consistency with CDBG program guidelines through meetings with HCD staff. Projects that comprehensively fulfilled the eligibility criteria are being brought forward for funding consideration by the Board.

Based on the RFP process, the committee recommends the following three projects for funding with PI funds:

- **Laytonville Healthy Start - Employment Training - $180,635**
  This project aims to provide comprehensive employment support services to low- and moderate-income residents, enhancing individual resilience and increasing access to stable, high-quality jobs. The program will offer a wide range of services, including assistance with accessing technology for job applications, creating compelling résumés, conducting job searches, filling out applications, and referrals to partner agencies. Additionally, the program will host annual job fairs and quarterly workshops focused on job skills. To raise awareness of the Family Resource Center's new employment-focused services, an extensive media campaign will be conducted.

- **Whale Gulch School – ADA Pathway Project – $42,795**
  This project aims to enhance accessibility at Whale Gulch School by reconstructing the pathway between the elementary school and the restroom buildings to comply with ADA and California Building Code standards. These upgrades are essential for meeting Division of the State Architect (DSA) standards, ensuring student safety and ensuring that all students are able to participate fully in their education, and maintaining the school's liability insurance coverage, which can only continue if the district demonstrates progress toward obtaining DSA approval. Given the small, rural nature of

the district and its very low bonding capacity—making it nearly impossible for a bond measure to pass if put to a vote—the district cannot complete these critical facility upgrades without external funding.

- **Whale Gulch School – Fire Alarm Project - $128,295**
  This project will expand the existing fire alarm system to cover the entire Whale Gulch School campus, ensuring compliance with California Education Code and Division of the State Architect (DSA) standards. It is part of a broader effort to bring the campus up to ADA accessibility requirements and maintain the school's liability insurance, which depends on demonstrated progress toward DSA approval. The district is unable to complete essential facility upgrades without external funding, as it lacks the bonding capacity and eligibility for other state modernization funds, such as Proposition 2.

The RFP Committee also recommends MCHC's urgent care clinic project for the 2025 NOFA given the project size of $3,300,000. MCHC proposes to develop a state-of-the-art urgent care center in Ukiah to provide high-quality healthcare services to area residents, whereby more than three-quarters of patients are on Medi-Cal, Medicare or another public insurance. MCHC proposal requests assistance with site-related public improvements, ADA accessibility upgrades and public facility rehabilitation and construction of the existing site.

Conclusions

With the Board's direction and authorizing resolution, the Grants Unit will finalize and submit three Program Income applications for the above projects. Of note, the County of Mendocino has a projected $642,294 in CDBG Program Income as of June 30, 2025, prior to the approval of these applications, available to allocate toward eligible CDBG projects. Planning for future projects (July NOFA & remaining PI) will be forthcoming, and staff will return to the Board for direction on priorities for the use of these funds to support community and economic development initiatives.

COUNTY OF MENDOCINO
Executive Office

DARCIE ANTLE
CHIEF EXECUTIVE OFFICER
CLERK OF THE BOARD

501 Low Gap Road, Room 1010
Ukiah, CA 95482-3734

Email: ceo@mendocinocounty.gov
Website: www.mendocinocounty.gov

Office: (707) 463-4441
Fax: (707) 463-5649

NOTICE OF PUBLIC MEETING FOR DISCUSSION OF POSSIBLE STATE CDBG APPLICATION & USE OF PROGRAM INCOME FUNDS

NOTICE IS HEREBY GIVEN that the County of Mendocino will conduct a public meeting on July 29, 2025, to discuss possible applications for funding under the State Community Development Block Grant (CDBG) Program and potential activities to be included in the applications. The meeting will be held during the regularly scheduled Board of Supervisors meeting on July 29, 2025, at 9:00 a.m. or as soon thereafter as the agenda item may be heard in Board Chambers at 501 Low Gap Road, Ukiah, California 95482.

The Board of Supervisors will consider the allocation of $351,725 in Community Development Block Grant (CDBG) Program Income to support three projects selected through a competitive Request for Proposal process:

- Laytonville Healthy Start – Employment Training Program ($180,635)
- Whale Gulch School – ADA Pathway Project ($42,795)
- Whale Gulch School – Fire Alarm Project ($128,295)

The selected projects aim to benefit low- and moderate-income residents through job training and critical facility upgrades to meet accessibility and safety standards. The Board will consider adopting a resolution authorizing the submission of program income applications to the California Department of Housing and Community Development (HCD) and the execution of related grant agreements.

The County of Mendocino has approximately $642,294 in CDBG Program Income, prior to approval of these applications, to put towards CDBG projects.

The purpose of this hearing is to review CDBG eligible activities and collect residents' views on housing and community development needs (which includes services, facilities, and/or infrastructure that will improve livability within the community).

The following information related to the project is available at 501 Low Gap, Ukiah, California 95482 between the hours of 8am and 5pm, Monday through Friday, visiting https://www.mendocinocounty.gov/government/economic-development, or by emailing the contact listed below:

A. Amount of funds available and range of activities that may be undertaken.
B. Information on proposed project(s).
C. Estimated amounts of funds proposed to be used for activities benefiting persons of low- and moderate-income.
D. Plans for minimizing displacement of persons as a result of activities associated with CDBG funds and plans for providing assistance to persons displaced as a result of CDBG-funded activities.
E. Records regarding the past use of CDBG funds.

If you are unable to attend the public hearing, you may direct written comments to the County of Mendocino at the address above (ATTN: Grants Division), or you may contact the Grants Division by telephone or email at 707-463-4441 or grantsdivision@mendocinocounty.gov no later than 5 p.m. on July 25, 2025, to ensure placement in the official record of the hearing.

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE. Mendocino County complies with ADA requirements and upon request, will attempt to reasonably accommodate individuals with disabilities by making meeting material available in appropriate alternate formats (pursuant to Government Code Section 54953.2). Anyone requiring reasonable accommodation to participate in the meeting should contact the Clerk of the Board by calling 707-463-4441 at least five days prior to the meeting.

ATTACHMENT A
PROPOSAL SUMMARY AND STATEMENT OF RESPONSIBILITY (SIGNATURE PAGE)

County of Mendocino
Executive Office

RFP No. 01125
CDBG Projects

RFP No.	**011-25**
RFP Issue Date:	**March 3, 2025**
RFP Submission Deadline:	**April 3, 2025**

Proposals must be enclosed in a sealed envelope or package, clearly marked "Mendocino County RFP No. O11-25", and delivered by 2:00 p.m. April 3, 2025 to: Mendocino County Executive Office, Attn: Kelly Hansen, 501 Low Gap Road, Room 1010, Ukiah, CA 95482.

Questions regarding this RFP should be directed to:

- Procedural inquires: Kelly Hansen
  Administrative Analyst II
  707-463-4441
  grantsdivision@mendocinocounty.gov

This Proposal Summary and Statement of Responsibility (Signature Page) must be included with your submittal in order to validate your proposal. Proposals submitted without this page will be deemed non-responsive.

Vendor Authorized Representative

Company Name:	Harwood Memorial Park, Inc./ Laytonville Healthy Start	Date:	March 28, 2025
Representative:	Jayma Shields Spence		
Title:	Director		
Phone:	707-984-8089		
Address:	PO Box 1382, Laytonville CA, 95454	Fax:	707-984-8620
Federal Tax ID No.:	94-2437113	Email:	jayma@laytonville.org

RFP Contact Information (if different then above)

Contact Person: SAME

Title: _____

Phone: _____ Fax: _____

Address: _____ Email: _____

Certifications:

1. Do you agree to comply with specifications, RFP instructions, draft contract requirements and other pertinent references contained in this RFP?

   ☒ YES ☐ NO

2. Do you agree that the proposal will stand firm and will not be withdrawn for a period of 90 days after the proposal is opened?

   ☒ YES ☐ NO

3. Do you certify that all statements in the proposal are true? This shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy authorized by law, and shall include the right, at the option of the County, of declaring any contract made as a result thereof to be void.

   ☒ YES ☐ NO

4. Do you agree to provide the County with any other information the County determines is necessary for accurate determination of your qualifications to provide services

   ☒ YES ☐ NO

5. Do you agree that the proposal amount includes all costs incident to the proposed contract?

   ☒ YES ☐ NO

6. Do you agree to be an ePayable as described in Attachment G-Sample Mendocino County Contract?

   ☒ YES ☐ NO

To the best of my knowledge and belief, the information provided in this initial determination of responsibilities is true and correct.

Authorized Representative:	Jayma Shields Spence
Signature:	
Date:	March 28, 2025

ATTACHMENT B
PROPOSAL CHECK LIST/TABLE OF CONTENTS

This proposal checklist identifies the various components that must be submitted with your proposal. This form is to be completed and included in the proposal and must be located directly behind Attachment A.

Follow this sequence in presenting your proposal with the checklist serving as your table of contents.

Proposal Check List/Table of Contents	Page No.
Signature Page, signed by authorized representative (RFP Attachment A)	1
Proposal Check List/Table of Contents (RFP Attachment B)	3
Executive Summary	4
Scope of Services (in relation to providing services described in Section XI, Scope of Work)	5
Organizational Background and Experience	7
Proposal Cost Plan and Narrative	13
Exceptions to the RFP (RFP Attachment C)	15
Letters of Support (RFP Attachment D)	16
Certificate of Non-Collusion, signed by authorized representative (RFP Attachment E)	21
Insurance Coverage (Certificate of Insurance)	22
CDBG Program Form (RFP Attachment H)	23

APPLICATION NARRATIVE

NOTE: Harwood Memorial Park, Inc. and Laytonville Healthy Start Family Resource Center hereby acknowledge receipt of Addendum #1 and Addendum #2 to the Request for Proposal.

A. EXECUTIVE SUMMARY

Organizational Experience and Qualifications

Laytonville Healthy Start (LHS) is a Community and Family Resource Center (FRC) located in northern Mendocino County in the community of Laytonville. Laytonville Healthy Start operates under the fiscal sponsorship of The Harwood Memorial Park, Incorporated, a 501(c)(3) non-profit organization. LHS has been serving the Laytonville community since 1997 with the mission of promoting healthy children, healthy families, and a healthy community. Annually, the FRC serves over 1,000 children, teens, adults, senior citizens, and families through a variety of services and supports.

Stability and Growth

More than 25 years after its founding, LHS continues to provide a wide range of support, education, and resources for members of the Laytonville community. As the primary service hub for Laytonville families, LHS staff have a keen understanding of the community and its needs and ensure that all services are accessible to all members of the community. LHS is a true resource for the entire community, serving all ages, including adults without children and senior citizens.

Commitment

The Family Resource Center operates under the umbrella of Harwood Memorial Park. It is primarily sustained by grants and contracts for services, as well as community contributions, and by leveraging various funding sources. In addition to serving Laytonville residents, the FRC also serves the entire north county region, including residents of Branscomb, Dos Rios, Spy Rock, Bell Springs, and Leggett.

Products and Services

Through the FRC, LHS provides a myriad of services to support individuals, families, children, teens, and senior citizens. These services include (but are not limited to): parenting support, mental health counseling referrals, application assistance for for low-cost insurance (Medi-Cal and Covered California) and other assistance programs, such as CalFresh and unemployment. During the COVID-19 pandemic, the Family Resource Center shifted its focus to supporting basic needs by providing emergency food bags, gas cards, diaper/clothing give-a-ways, and a monthly Food Bank. The FRC continues to to provide these services.

Since the end of COVID pandemic and the collapse of local cannabis industry and related employment opportunities, more people are requesting LHS support with resume writing, job search, job application assistance, small business loan applications, and unemployment applications. Most people who come to the FRC don’t have a computer and aren’t tech savvy. Many residents who were previously relying on cannabis income are looking for other

employment opportunities or creative business ventures that could support them through a tough economy. Laytonville residents are resilient and are looking for resources to navigate becoming small business owners and qualified employees. The proposed product will support the Laytonville economy, and fill this gap in community support services, by providing a range of support with job seeking, soft job skill development, and microenterprise development for the blue economy.

B. SCOPE OF SERVICES

LHS will implement a CDBG Program Income Project focused on providing employment and microenterprise development support for Laytonville residents. The program Scope of Work is outlined below and described in further detail in the CDBG Form (Attachment H).

B-1. Project Management and Administration

The project will be led by the LHS Director with the support of the LHS Application and Outreach Specialist (an existing employee) and a to-be-hired Employment Development Specialist.

- **Project Workplan and Timeline.** LHS will initiate recruitment and hiring for the Employment Development Specialist position upon receipt of funding. However, outreach and media activities, as well as liaising with potential partners for delivery of workshops, will begin immediately because these positions and partnerships are already in place. A timeline of Year One activities is shown below; these activities will continue on a similar schedule throughout the three-year project.

Table 1. Year One Timeline

KEY: AOS=Application and Outreach Specialist; EDS=Employment Development Specialist; PD=LHS Director

Activities	Resp.	1	2	3	4	5	6	7	8	9	10	11	12
Recruit and hire Employment Development Specialist	PD												
Develop outreach plan and media schedule	AOS,PD												
Develop or update employment resource listings	EDS												
Carry out media campaign activities, including social media posts and advertising	AOS												
Host quarterly employment-related workshops	EDS												
Conduct annual job fair	All												
Submit financial and data reports as required	PD												

- **Monthly Progress Reports.** LHS will track data and activities in real time to ensure accurate and timely submission of monthly reports.
- **Budget Tracking and Invoices.** LHS will track data invoices and expenditures in real time to ensure accurate and timely submission of required reports.
- **Stakeholder Coordination.** LHS will maintain records of all activities through use of meeting minutes, sign-in sheets, and activity logs.

B-2. Community Engagement and Outreach

- **Community Outreach Plan.** LHS anticipates conducting a range of outreach strategies to inform the community about employment-related services that will be offered at the FRC. At the beginning of the project, the Application and Outreach Specialist will

develop a detailed plan outlining specific outreach strategies and timelines for carrying out such activities as publishing newspaper articles, placing radio and print ads, making social media postings, tabling at community events, and placing flyers in community gathering places.

- **Public Meetings and Workshops.** Anticipated public meetings and workshops include: an annual job fair, bringing together local, county, regional, and online employers and quarterly job skills workshops led by partner organizations such as West Business Development Center and CareerPoint. Through the work of the Laytonville Community Collaborative, an established leadership group that is part of Laytonville Healthy Start, community stakeholders, potential entrepreneurs, parents, families, and youth are participating in a series of meetings to discuss and plan further economic/micro-enterprise development opportunities. The Laytonville Community Collaborative was instrumental in hosting meetings during the Family Resource Center's Redwood Region RISE mini-grant opportunity in 2024. The proposed work as part of this application will complement the momentum that started via the Redwood Region RISE stakeholder interviews and community collaborative meetings.
- **Marketing and Communication Materials.** Marketing and communication materials will be developed by the Application and Outreach Specialist, who is also a professional graphic designer.
- **Stakeholder Feedback Reports.** The Employment Development Specialist will work with the LHS Director to develop survey questions to assess the impact of client services, client satisfaction with services, and community impact. Surveys will be completed by all clients participating in project activities.

B-3. Compliance and Regulatory Requirements

- **Reporting Requirements by National Objective.** LHS will collect client data as required by the County and CDBG and comply with quarterly reporting requirements. As a member of the Family Resource Center Network of Mendocino County, LHS has ample experience with collecting and reporting client data through entry into the Family Resource Center Database. For the proposed project, LHS anticipates tracking and reporting the following metrics: number of clients served; demographics of clients served (e.g., gender, gender identity, veteran status, age, race, ethnicity, language, disability); types and number of services provided; strategies used to engage clients; number and type of outreach strategies; jobs secured; and microenterprises initiated.
- **Environmental Review Compliance.** This requirement does not apply to the proposed project because it does not include construction or other activities that could impact the environment.

B-4. Project Implementation and Deliverables

- **Employment and microenterprise-related support.** Project staff will work together to develop a strong array of employment support services, focusing on the blue economy and including: assisting clients with accessing technology (such as computer, word processing, printer, scanner) to apply for employment and/or business loans and grant programs; creating compelling resumes; carrying out job searches; and completing job applications. Clients will also be linked to agencies who can assist with business development opportunities and planning. Additional support activities include organizing annual job fairs that bring together local, county, regional, and online employers and quarterly job skills and business development workshops led by partner organizations.

- **Resource and referral.** LHS will refer clients as appropriate to Career Point/CalJobs, Mendocino County Economic and Finance Development Corporation, or other appropriate resources.

B-5. Closeout and Evaluation

- **Final Financial Reconciliation.** LHS will maintain up-to-date financial accounting records and submit periodic and final reports as required.
- **Compliance Closeout Checklist.** Throughout the project, LHS will track progress against deliverables and timelines to ensure accurate reporting at the end of the project.
- **Final Presentation to County/Funders.** The LHS Director will deliver a summary of project outcomes, performance metrics, and recommendations as required.

C. ORGANIZATIONAL BACKGROUND AND EXPERIENCE

C-1. Description of Organization

The Laytonville Family Resource Center was created to address increasing concerns about the health and well-being of the community, with Laytonville Unified School District, Long Valley Health Center, Harwood Memorial Park, and community residents joining together to plan and secure funding to establish the program. Today, the FRC provides a broad spectrum of community supports and services to address identified community needs. LHS also functions as a liaison between local community groups and continues to work closely with Laytonville schools and the local health clinic. The Laytonville Healthy Start Family Resource Center also works with a range of partners at the county level.

Laytonville Healthy Start is the backbone of the Laytonville community, and is the first place people call when they are faced with an emergency or don't know what to do. Community residents feel comfortable and safe trusting their problems with LHS. As the primary service hub for Laytonville families, LHS staff have a keen understanding of the community and its needs, and ensure that all services are accessible to all members of the community. LHS tracks activities and clients served through a web-based reporting system, including: numbers served, participant demographics, and services provided. In addition, LHS collects client surveys, to assess satisfaction with services, and assessments following trainings and workshops. Selected services offered by the FRC are listed below:

- Information and referral to community resources and programs, such as child development information and mental health counseling resources.
- Application assistance for benefits programs such as Medi-Cal health insurance and CalFresh (food stamps).
- Child abuse and neglect prevention services (e.g., parenting classes and support groups, substance abuse prevention support).
- Referrals to mental health assessment and counseling services.
- Access to supportive services (e.g., hosting parent support activities and arranging transportation assistance).
- Community events, such as clothing swaps, holiday celebrations, and family fun days.
- Coordination and support in times of community tragedy and natural disasters.
- Case management.

- Direct assistance, including emergency food distribution, community food pantry, diapers, personal hygiene supplies, and a clothing closet for children, teens, and adults.
- Referrals to self-help legal services and domestic violence support services.
- Senior citizen supports, such as meals, gatherings, and application assistance.

LHS experience specifically relevant to the proposed activities includes the following:

- **Resource and referral.** Family resource center staff have a long history of working with local families to ensure that their needs and resources are assessed and that they have a plan for accessing needed community and county resources. LHS maintains strong referral relationships with the local health center and other community and county partners, and follows up on all referrals to ensure that needs are met.
- **Outreach and community education.** LHS has carried out numerous community education efforts, including community forums, media campaigns (e.g., newspaper articles, flyers, billboards), talk radio shows, and social media.
- **Community connections.** As part of LHS' participation in the Redwood Region RISE program, LHS staff conducted 15 1:1 interviews, 2 community listening sessions with community stakeholders, and 1 outreach fair to better understand the economic development needs of the community. Conducting these sessions provided broad preparation for the proposed project because it clarified the community's desire to thrive, rather than dry up as a result of economic hardships.

Harwood Memorial Park, Incorporated (HMP) serves as the Fiscal Sponsor for LHS. HMP was established in 1948 and officially incorporated as a nonprofit in 1981. Please see HMP Organizational Chart and Board of Directors Roster below.

Table 2. HMP Organizational Chart

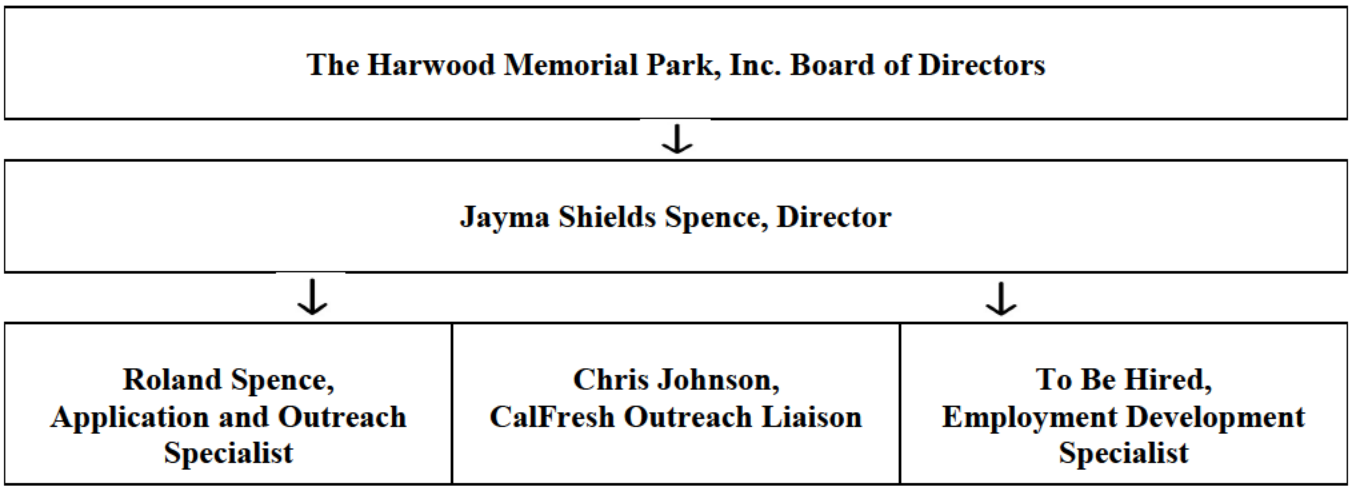


Table 3. Harwood Memorial Park Board of Directors

Name	Office	Representing
Albert Repovsch	President	Local Business Owner
Roland Spence	Vice-President	Laytonville Skaters' Association
Chris Johnson	Treasurer	National Alliance on Mental Illness (NAMI)
Evonne Elliott	Secretary	Laytonville Unified School District
Nikki Waldon	Sergeant-at-Arms	Laytonville Healthy Start (retired)

Name	Office	Representing
Jayma Shields Spence	Member	Laytonville Healthy Start Director
Daniel Carse	Member	Harwood Memorial Park
Shannon Ford	Member	Laytonville Softball League

C-2. Staff Experience and Qualifications

Project activities will be implemented under the overall guidance of the LHS Director. Please see staff resumes following Table 4 below.

Table 4. Key Personnel

Position	Roles and Responsibilities	Qualifications
LHS Director Jayma Shields Spence (20% FTE)	Provide overall administration of the project; liaise with partners; supervise staff; conduct outreach; ensure timely reporting; work with the Application and Outreach Specialist to implement media outreach; and work with local and county-wide partners to organize job/community outreach fairs and host employment and economic development workshops.	Ms. Shields Spence has been the LHS Director since 2010 and works closely with local and countywide partners. She is a graduate of Leadership Mendocino and the CADCA National Coalition Academy and holds a BA in Sociology from UC Santa Barbara.
Application and Outreach Specialist Roland Spence (20% FTE)	This position will work with clients to support job search efforts and develop and implement media campaign activities, including organizing job/community outreach fairs and conducting outreach strategies to raise community awareness about available employment-related services.	Mr. Spence has worked with LHS since 2008. His responsibilities have included conducting school and community health awareness events, engaging youth in prevention and youth development activities, and conducting normative education campaigns. He previously worked with LUSD as a Family Liaison and is also a highly skilled graphic designer. Mr. Spence holds an Associate Degree from Santa Barbara City College.
Employment Development Specialist To Be Hired (20% FTE)	Assist clients with navigating online resources and accessing technology (such as computer, word processing, printer) to apply for business loans or grants, build resumes, assist with job search and applications, link clients to business development agencies; and organize workshops for residents to access business development training, employee training opportunities, resume building workshops, etc.	This positions requires in-depth knowledge of community needs and resources and strong communication skills; working knowledge and comfort around technology, such as tablets, laptops, desktop computers, printing, scanning, faxing as well as word processing skills; and the ability to navigate internet websites/resources related to job search, career building, government websites, etc.

Jayma Shields Spence



Professional Experience

Harwood Memorial Park Inc. DBA Laytonville Healthy Start
Family Resource Center Director *May 1, 2010-Present*

- Provide administrative support to 501 (c)(3) non-profit organization (including compliance, grant administration)
- Convene and Coordinate the Laytonville Healthy Start Coalition.
- Prepare and submit invoices, fiscal reports, and data reports for grants and contracts.
- Work with First 5 Mendocino to organize parent outreach for children 5 and under.
- Participate in monthly Family Resource Center Network meetings and Trainings.
- Input data into Family Resource Center Database, as well as create data reports as requested by funders.
- Coordinate with local agencies to refer students to mental health and medical appointments.
- Organize health education days, and health fairs for Laytonville High School students and community.
- Interface with the community and keep partners and supporters informed of programs.
- Plan and organize community events and fundraisers.
- Convene the "North County Community Organizations Active in Disaster" group as well as emergency preparedness and community outreach
- Work with grant writer to research and apply for funding opportunities

Laytonville Unified School District
Laytonville Healthy Start Coordinator *May 2, 2010- Present*

- Coordinate Family Resource Center to further mission.
- Convene and Organize the Laytonville Mental Health Team.
- Resource Center Grant Site-Supervisor.
- McKinney-Vento Homeless Liaison for School
- Work with Harwood Memorial Park, Inc. Board to further mission of Park, including but not limited to: Long Valley Dance, children and teen programs, etc.
- Collaborate with Counseling Team to arrange for individual and group counseling in the schools.
- Assist families with Medi-Cal application, renewals
- Assist families with accessing services and supports

Recent Trainings:
Housing Problem Solving (2023)
Vehicles for Change, Family Resource Center Training (2021)
MAA (Medi-Cal Administrative Activities) Training (2020)
Standards of Quality for Family Strengthening & Support (2016)
Leadership Mendocino Graduate (2013)
CADCA Academy Graduate (2016 and 2013)
Strengthening Families by Building Protective Factors (2011)
Signs of Safety and Family Findings Training (2014)
Responsible Beverage Servers Training (2022, 2015, 2013)
Life Skills Training of Trainers (2010)
Strategies Peer Review Training (2010)

Jayma Shields Spence resume continued

Education

University of California at Santa Barbara (9/2003-8/2005)
Major: Sociology (Bachelors Degree)

Mendocino Community College (8/2000-5/2003)
Major: Psychology (AA degree)

Honors

Congressional Recognition for Family Resource Center (2017)
Leadership Mendocino Graduate and Award for Perfect Attendance (2013)
Congressional Recognition for Community Service (2011)
Lion's Club Certificate of Appreciation (2011)

Roland Spence

[redacted]

Professional Experience

Harwood Memorial Park, Inc. DBA Laytonville Healthy Start Family Resource Center
Community Liaison & Application Assistant *2007-present*

- Organize and lead youth programs, such as Peer Counseling program, Local Motion after-school program, "Teen Night", Roller Skate Night and Summer Program.
- Coordinator Laytonville Skate Park Project
- Application Assistant- assist Resource Center clients with: unemployment, CalFresh, Medi-Cal and job applications
- Office Assistant- responsible for day-to-day office operations at Resource Center and facilities

Project Assistant *2013-present*

- Work with Coordinator on Drug Free Communities "EPIC" project.
- Assist in planning community and school health awareness events.
- Recruit and engage youth in Coalition events and activities.

Chief Graphic Designer *2012-present*

- Work with Coordinator and other staff to design outreach flyers for events.
- Work with youth to refine/touch up outreach and other materials.
- Design labels, letterheads, templates, posters and other materials for outreach.

Laytonville Unified School District
Spy Rock School – Teacher's Assistant *2006-2007*

- Assisted Teacher with day-to-day duties in a K-5 classroom.
- Worked one-on-one with students who required extra assistance

Mentoring and Family Liaison *2010-2012*

- Coordinate Youth Programs under Safe Schools/Healthy Students Program, including Social Norms Campaign
- Assist with mentoring activities, such as Peer Counseling and "Buddy Mentoring Group
- Connect parents and families to local services and resources at Family Resource Center

Education

Santa Barbara City College
9/2003-8/2005 (AA degree)

References

Tim Henry, Principal, Laytonville High School (707) 984-6108
Ron Arkin, Counselor, National Training Consultants (707) 485-5312
Jayma Shields Spence, Director, Laytonville Healthy Start (707) 984-8089

D. COST PLAN AND NARRATIVE

LHS is requesting a three-year budget of $175,636, supported by leveraged supplemental funds totaling $150,241 for a total project cost of $325,877. The proposed grant funding will enhance LHS' ability to serve community needs and cover costs of providing employment and microenterprise support to clients. Details are provided below.

Cost Plan

			3-Year Budget Request	Leveraged Funding	Total Budget
Personnel	**FTE**	**Salary[1]**			
LHS Director, J. Spence	20%	$93,600	$57,862	$57,682	$115,724
Application and Outreach Specialist, R. Spence	20%	$72,800	$45,004	$45,004	$90,008
Employment Development Specialist, To Be Hired	20%	$52,000	$32,145		$32,145
Fringe Benefits: 32% of salary request for LHS Director			$18,515	$18,515	$37,030
TOTAL PERSONNEL			**$153,526**	**$121,381**	**$274,907**
Other	**Units**	**Unit Rate**			
Transportation	3,600 miles	$0.70/mi	$2,520		$2,520
Office supplies	36 months	$25/mo	$900	$900	$1,800
Radio and print advertising	36 months	$200/mo	$7,200	$18,600	$25,800
TOTAL OTHER			**$10,620**	**$19,500**	**$30,120**
TOTAL DIRECT COSTS			**$164,146**	**$140,881**	**$305,027**
Indirect @ 7% of Total Direct Costs	7%		$11,490	$9,360	$20,850
TOTAL REQUEST			**$175,636**	**$150,241**	**$325,877**

BUDGET JUSTIFICATION

PERSONNEL = $153,526

Position	Name	Salary[1]	Level of Effort	Request
LHS Director	J. Shields Spence	$93,600	20% FTE	$57,862
Application and Outreach Specialist	R. Spence	$72,800	20% FTE	$45,004
Employment Development Specialist	To Be Hired	$52,000	20% FTE	$32,145
Fringe Benefits			32% of LHS Director salary	$18,516

[1] Note that salaries include 3% annual increase.

LHS Director will provide overall guidance and leadership, liaise with project partners and key stakeholders, monitor contracts, supervise staff, conduct outreach, ensure data collection and submission of required reports; work with the Application and Outreach Specialist to implement media outreach; and work with local and county-wide partners to organize job/community outreach fairs and host employment and economic development workshops. The budget also includes a portion of this position's fringe benefit costs. *Note that an additional 20% FTE and $18,516 are contributed as match from Laytonville Unified School District.*

Application and Outreach Specialist will work with clients to support job search efforts and develop and implement media campaign activities, including organizing job/community outreach fairs and conducting outreach strategies to raise community awareness about available employment-related services. *Note that an additional 20% FTE is contributed as match from Laytonville Unified School District.*

Employment Development Specialist will provide employment navigation support, including: assisting clients with accessing technology (such as computer, word processing, printer, scanner) to apply for business loans/grant programs, build resumes, assist with applications/ searches, complete job applications, link clients to agencies who can assist with business development opportunities; and organize workshops for Laytonville area residents to access business development training, employee training opportunities, resume building workshops, etc.

OTHER COSTS: $10,620

Item	Rate	Request
Transportation	100 miles per month x 36 months x $0.70/mile	$2,520
Office supplies	$25 per month x 36 months	$900
Radio and print advertising	$200 per month x 36 months	$7,200

Transportation. LHS will use grant funds to carry out project activities, including conducting community events and workshops.

Office supplies. General office supplies (e.g., paper, pens, printer toner) are essential to efficient implementation of the project. *Note that an additional $25/month is contributed as match from the LHS General Fund.*

Radio and print advertising. As part of the media campaign, LHS will use grant funds to purchase radio ads and place print ads in local newspapers. *Note that additional advertising valued at $18,600 over the course of the grant is contributed in-kind by the Mendocino Observer.*

Indirect Costs: $11,490

Total Direct Charges	Indirect Cost Rate	Request
$164,146	7%	$11,490

Note that LHS is contributing $9,360 in indirect costs related to the FRC Bookkeeper.

ATTACHMENT C
EXCEPTIONS TO RFP

Company Name: Harwood Memorial Park, Inc./Laytonville Healthy Start

Representative: Jayma Shields Spence

Title: Director

Address: PO Box 1382, Laytonville CA, 95454

Phone: 707-984-8089 Email:jayma@laytonville.org

I have reviewed the RFP and General Contract Terms in their entirety and have the following exceptions: (Please identify and list your exceptions by indicating the section or paragraph and page no. as applicable. Be specific about your proposed exception(s) to content, language, or omissions. Add as many pages as required.)

NO EXCEPTIONS ARE NOTED.

Authorized Representative: Jayma Shields Spence
(Printed name)

Signature: 

Date: March 28, 2025

ATTACHMENT D
LETTERS OF SUPPORT

Please list the supporting organizations (minimum of two (2)) in the section provided below and attach corresponding letters to this form.

Agency	Contact Name/Address	Phone No.
Laytonville Unified School District	Bruce Peters Superintendent	(707) 984-6414
County of Mendocino, Department of Social Services, Special Projects Team Outreach and Navigation Unit	Lily Caravello Program Administrator	(707) 463-7743
CareerPoint Mendocino (Work Force Alliance of the North Bay)	Bruce Wilson Executive Director	(707) 708-3828

Laytonville Unified School District
Bruce Peters, Superintendent
P.O. Box 868
Laytonville, CA 95454
bpeters@lhms.us (707) 984-6414

March 25, 2025

RE: Strengthening Laytonville Employment Capacity
Letter of Commitment

To Whom It May Concern:

I am writing to express my strong support for the **Strengthening Laytonville Employment Capacity Project**, for which **Harwood Memorial Park** is submitting an application in response to the **Mendocino County Community Development Block Grant Use of Program Income Funds RFP.**

Laytonville Healthy Start Family Resource Center is the backbone of our community, serving as the primary resource for families in need. As a **rural frontier community**, Laytonville has limited access to social services outside of the school district, the health clinic, and the essential programs provided by Laytonville Healthy Start. Their work is critical in bridging the gap for families facing economic and social challenges.

Laytonville Unified School District (LUSD) operates three schools, serving **315 students in grades TK-12.** As one of the original collaborators in establishing the Laytonville Healthy Start Family Resource Center, our district has a long-standing partnership with Healthy Start, working together to support students and families. LUSD is an active participant in the **Laytonville Healthy Start Community Collaborative**, committed to improving our community's health and well-being while developing programs to best serve children and families. Ensuring that our students' basic needs are met is a priority, and our collaboration with Healthy Start is essential in achieving this goal.

With a **72% Free & Reduced Meal rate**, we witness firsthand the financial hardships many of our families face. Economic development opportunities, particularly in job support and job creation, are crucial to strengthening Laytonville families. Stable families are more likely to remain in our community, yet over the past decade, we have seen **a decline in student enrollment** due to the lack of sustainable local economic opportunities.

LUSD Board of Trustees
Calvin Harwood, President · Elina Agnoli · Erin Neuroth · Meadow Shere · Jamie Woodsmall

Given Laytonville's **small size and remote location**, the services provided by Healthy Start for over 25 years remain indispensable. I look forward to continuing our collaboration to support the goals outlined in this project. If funded, this initiative will provide vital services that directly benefit our community, helping families achieve greater financial security and stability.

Please feel free to contact me at any time if you need additional information.

Sincerely,



Bruce Peters
Superintendent
Laytonville Unified School District

Mendocino County
Department of Social Services
Healthy People, Healthy Communities

DeNeese Parker, Director
Stephen White, Assistant Director

MENDOCINO COUNTY
social services

March 28, 2025
RE: Strengthening Laytonville Employment Capacity

LETTER OF SUPPORT

TO WHOM IT MAY CONCERN:

I am writing to express my support for the Strengthening Laytonville Employment Capacity Project, for which Harwood Memorial Park is submitting an application in response to the Mendocino County Community Develop Block Grant Use of Program Income Funds RFP.

Mendocino County Social Services, Special Projects Team, works with Laytonville Healthy Start Community & Family Resource Center in a variety of capacities. Laytonville Healthy Start is a current grantee under the CalFresh Outreach grant program my unit administers. Over a several year period, Laytonville Healthy Start has submitted timely invoices and data reports and has been in full compliance with out grant requirements. Laytonville Healthy Start also works within their community to reach many underserved, low and moderate income residents. Since they are one of the only providers of services in the North County area, many residents rely on them for assistance with applications (Medi-Cal, CalFresh, Social Security, etc.) as well as assistance with accessing technology, such as Wi-Fi, public computers, printing/scanning.

Mendocino County Social Services has worked in close partnership with Harwood Memorial Park/Laytonville Healthy Start since the inception of their Family Resource Center in the 1990s and strongly supports their work and this funding application. Laytonville Healthy Start Family Resource Center is the backbone of the Laytonville community, and is the first place people call when they are faced with an emergency or other needs. Laytonville is a rural frontier community without access to social service resources outside of the school district, our clinic, and the services Laytonville Healthy Start provides.

The proposed project will address an urgent need in the Laytonville community, where unemployment rates are typically double or triple countywide rates. Further, the proposed services are a natural extension of the FRC's current array of individual and community support services.

Providing Laytonville Healthy Start with the proposed support will increase Laytonville's self-reliance and capacity, leading to an improved local economy as more people are able to access secure family incomes. If you have any questions or require further information, please contact me at any time.

Sincerely,

Lily Caravello, Program Administrator
(707) 463-7743
Caravellol@MendocinoCounty.gov

WORKFORCEALLIANCE
OF THE NORTH BAY
DRIVING WORKFORCE TALENT

March 25, 2025

Re: Strengthening Laytonville Employment Capacity

TO WHOM IT MAY CONCERN:
I am writing to express my support for the Strengthening Laytonville Employment Capacity Project, for which Harwood Memorial Park/Laytonville Healthy Start is submitting an application in response to the Mendocino County Community Develop Block Grant Use of Program Income Funds RFP.

Laytonville Healthy Start Family Resource Center is one of the only hubs in the North County and is often the first place residents turn to for supportive services. Over the past few years, Laytonville Healthy Start and CareerPoint have worked collaboratively to support North County residents with job application assistance, connection to our team, as well as participating in each other's community outreach events.

The Workforce Alliance of the North Bay (WANB) proudly serves as the Workforce Development Board for the counties of Mendocino, Lake, Napa, and Marin. In a region with a population of 542,444 and a workforce comprising of 280,204 individuals, WANB stands at the forefront of driving positive change and economic prosperity. The mission of the Workforce Alliance of the North Bay is to leverage regional funding and strategically align partners in the North Bay, ensuring the cultivation of a skilled workforce both today and in the future. Through its efforts, WANB aims to bridge the gap between talent and opportunity, creating a sustainable framework for growth and success. As a community-oriented workforce development board, WANB helps historically disinvested populations find work and training, and works with businesses and organizations to offer on-the-job training, as well as assistance with job placement.

To strengthen the collaborative efforts between our two organizations, CareerPoint will work with Laytonville Healthy Start to continue offering our services to their clients, table at future outreach/career fairs, and when appropriate, host workshops/classes to benefit the residents of Northern Mendocino County. Providing Laytonville Healthy Start with the proposed support will increase Laytonville's self-reliance and capacity, leading to an improved local economy as more people are able to access secure family incomes.

If you have any questions, please feel free to contact me at bwilson@workforcealliancenorthbay.org.

Sincerely,

Bruce Wilson
Executive Director

Workforce Alliance of the North Bay // PO Box 247 // Napa, CA 94559 // T: (707) 699-1947
www.WorkforceAllianceNorthBay.org

ATTACHMENT E
CERTIFICATE OF NON-COLLUSION

The undersigned certifies, under penalty of perjury, that this proposal has been made in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Jayma Shields Spence, Director, Laytonville Healthy Start Family Resource Center
(Name of Proposer)



(Signature of Authorized Agent)

March 28, 2025
Date

HARWMEM-01 ADELAPO

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/24/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Ashley DeLapo	
Team Insurance & Financial Services, Inc. PO Box 1472 Ukiah, CA 95482	PHONE (A/C, No, Ext): (707) 462-5901	FAX (A/C, No): (707) 462-3763
	E-MAIL ADDRESS: ashley@teamins.net	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Nonprofits Ins. Alliance of Ca	
INSURED	INSURER B : State Compensation Ins Fund	35076
Harwood Memorial Park Inc. PO Box 1382 Laytonville, CA 95454	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR			2024-15472-CPKG	8/10/2024	8/10/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			2024-15472-CPKG	8/10/2024	8/10/2025	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y	N/A		9059754-2024	5/8/2024	5/8/2025	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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 is to provide evidence of insurance.

CERTIFICATE HOLDER

County of Mendocino Executive Office
attn: Kelly Hansen
501 Low Gap Road, Room 1010
Ukiah, CA 95482

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Andy Stern

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ATTACHMENT H
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM FORM

A. Applicant Information

Legal Name of Organization:	Harwood Memorial Park, Inc./Laytonville Healthy Start
Mailing Address:	PO Box 1382
City, State, Zip Code:	Laytonville CA, 95454
Contact Person Name:	Jayma Shields Spence
Title:	Director
Email Address:	jayma@laytonville.org
Telephone Number:	707-984-8089
UEI Number:	NDPBLK2ZKEJ6
Registered on SAM.gov:	(Yes) / No SAM Registration Expiration Date: 6-12-2025

B. Project Description

Project Name:	Strengthening Laytonville Employment Capacity
Project Location:	44400 Willis Avenue
City, State, Zip:	Laytonville, CA 95454

Brief Project Description. *Please limit response to no more than half a page*

Laytonville Healthy Start (LHS) will implement a CDBG Program Income Project focused on providing employment and microenterprise development support for low/ moderate income Laytonville residents with the goal of increasing individual resilience and capacity to gain good jobs and/or initiate profitable microenterprises. Strategies supporting these goals will focus on offering a strong array of employment support services, to include: assisting clients with accessing technology (such as computer, word processing, printer, scanner) to apply for employment and/or business loans and grant programs; creating compelling resumes; carrying out job searches; and completing job applications. Clients will also be linked to agencies who can assist with business development opportunities, such as the West Business Development Center or EDFC. Additional support activities will include organizing annual community outreach/job fairs that bring together local, county, regional, and online employers and quarterly job skills and business development workshops led by partner organizations such as West Business Development Center and CareerPoint. Community residents will be informed about the Family Resource Center's new emphasis on economic and employment support through a broad outreach and media campaign that includes radio and print advertising, social media, tabling at community events, professionally-designed flyers, and word of mouth.

C. Project Eligibility Section

1. This project is located in an eligible area (Yes) / No View Map

Activities may qualify for CDBG assistance if the activity will benefit all the residents of a primarily residential area where at least 51% of the residents are low- and moderate-income persons, i.e. area-benefit (LMA).

2. This project meets at least one of the HUD national objectives listed below:

☑ Benefits low/moderate income individuals/households

☐ Addresses the prevention or elimination of slums or blight

3. Check one statement below that best describes HOW this project or activity meets one of the CDBG National Objectives above:

☑ L/M Area Benefit: the project meets the identified needs of low/moderate income persons residing in an area where at least 51% of those residents are low/moderate income persons. The benefits of this type of activity are available to all persons in the area regardless of income. Examples: street improvements, water/sewer lines, neighborhood facilities, facade improvements in neighborhood commercial districts.

☐ L/M Limited Clientele: the project benefits a specific group of people (rather than all the residents in a particular area), at least 51% of whom are low/moderate income persons. The following groups are presumed to be low/moderate: abused children, elderly persons, battered spouses, homeless, handicapped, illiterate persons. Examples: construction of a senior center, public services for the homeless, meals on wheels for elderly, construction of job training facilities for the handicapped.

☐ L/M Housing: the project adds or improves permanent residential units that will be occupied by low/moderate income households upon completion. Housing can be either owner or renter occupied units in either one family or multi-family units. Rental units for low/moderate income persons must be occupied at affordable rents. Examples: property acquisition for permanent housing, permanent housing rehabilitation, and conversion of non-residential units into permanent housing

☐ L/M Jobs: the project creates or retains permanent jobs, at least 51% of which are taken by low/moderate income persons or considered to be available to low/moderate income persons. Examples: loans to pay for the expansion of a factory, assistance to a business which has publicly announced its intention to close w/resultant loss of jobs, a majority of which are held by low/moderate persons.

☐ Microenterprise Assistance: the project assists in the establishment of a microenterprise or assists persons developing a microenterprise. A microenterprise is defined as having five or fewer employees, one or more of whom owns the business.) This activity must benefit low/moderate income persons, area or jobs as defined in previous sections.

☐ Slum or Blighted Area: the project is in a designated slum/blight area and the result of this project addresses one or more of the conditions that qualified the area.

☐ Spot Blight: the project will prevent or eliminate specific conditions of blight or physical decay outside a slum area. Activities are limited to clearance, historic preservation, rehabilitation of buildings, but only to extent necessary to eliminate conditions detrimental to public health and safety. Examples: historic preservation of a public facility threatening public safety, demolition of a deteriorated, abandoned building.

4. Indicate how the project or activity meets one of the CDBG Eligible Activities:

☐ Acquisition of Real Property

☐ Public Facilities and Improvements and Privately-Owned Utilities

☐ Code Enforcement

☐ Clearance, Rehabilitation, Reconstruction, & Construction of Buildings (including Housing)

☐ Architectural Barrier Removal

☐ Loss of Rental Income Public Services
(not eligible for Program Income funding)

☐ Payment of Non-Federal Share Relocation

☐ Planning and Capacity Building
(not eligible for Program Income funding)

☐ Planning Related to Another Activity
(not eligible for Program Income funding)

☐ Assistance to For Profit-Businesses

☐ Housing Services

X☐ Microenterprise Assistance

☐ Homeownership Assistance

☐ Lead Based Paint Hazard Evaluation and Reduction

☐ Disposition of Real Property

D. Budget & Use of Funds

* HCD encourages CDBG funds be utilized as *gap funding*. A gap is defined as the amount of funding necessary to run a program after all other funding sources have been identified, thus leveraging is very important in the application process. Please continue budget on an additional page if needed. **Please see detailed Budget and Budget Justification included in Project Narrative.**

Project Funding				
Budget Line Item	Total Project Budgeted Amount	Requested CDBG Funds	Funding Leveraged From Other Sources	Name of Other Sources
ACTIVITY				
ACTIVITY DELIVERY				
	305,027	164,146	140,881	see budget justification
GENERAL ADMINISTRATION (7% Max)				
	20,850	11,490	9,360	see budget justification
TOTALS	325,877	175,636	150,241	see budget justification

E. Proposed Project Accomplishments/Community Benefit

Please briefly describe proposed project accomplishment(s) if funding is awarded in the questions below. (Accomplishments must be described in terms of households served, people served, businesses created, housing units created, jobs created or public facilities undertaken. Example: This program will serve 485 LMI individuals, this program will create 25 jobs, etc.)

For reference the 2024 HUD income limit standards for Mendocino County are provided below

Please see Project Narrative and the response to Question E5 below for further details.

	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons
0% - 30% AMI Extremely Low Income	$19,000	$21,700	$25,820	$31,200	$36,580	$41,960	$47,340
31% - 50% AMI Very Low Income	$31,650	$36,200	$40,700	$45,200	$48,850	$52,450	$56,050
51% - 80% AMI Low Income	$50,650	$57,850	$65,100	$72,300	$78,100	$83,900	$89,700

1. **Unduplicated Participants** –
   How many people will this project serve? Please provide the number of unduplicated participants the CDBG grant would support each year. An unduplicated participant is counted only once per fiscal year. If there are other funding sources, focus on the percentage this grant would serve.

Unduplicated Participants			
Year 1 *(12 mo.)*	**Year 2** *(12 mo.)*	**Year 3** *(9 mo.)*	**Total**
75	100	125	300

What is the total estimated number of persons to be served by this project?

	# of Clients
Extremely Low Income (0%-30% AMI)	75
Very Low Income (31%-50% AMI)	75
Low Income (51%-80% AMI)	75
Moderate Income (81%-120% AMI)	75
Above Moderate Income (120%+ AMI)	0

	# of Clients
Youth (0-18 years)	30
Adults (19-61 years)	210
Seniors (62+ years)	30
Disabled Individuals	30
Other Special Needs	0

2. **Milestones/Service Units** – A unit of service is something that will be tracked every month (i.e. job, meal, shelter night, etc.). List the activity name, define what one unit of service is, and state how many units of service you plan to provide each year for the proposed CDBG project.

Activity 1:	Direct services: Employment navigation support to 300 clients over the course of the grant, including: assisting clients with accessing technology (such as computer, word processing, printer, scanner) to apply for business loans/grant programs, build resumes, assist with job searches and applications, and linking clients to agencies who can assist with business development opportunities.
Unit of Service:	Number and type of services delivered (averaging 2 services/client)
Activity Goal:	

Year 1 *(12 mo.)*	**Year 2** *(12 mo.)*	**Year 3** *(9 mo.)*	**Total**
150	200	250	600

Activity 2:	Job Fairs: Organize an annual community outreach/job fair, reaching an estimated 50 people per year.
Unit of Service:	Number of events
Activity Goal:	

Year 1 *(12 mo.)*	**Year 2** *(12 mo.)*	**Year 3** *(9 mo.)*	**Total**
1	1	1	3

Activity 3:	Microenterprise and employment workshops: Coordinate with community and county partners such as West Business Development Center and CareerPoint to host quarterly workshops in the community on microenterprise development and soft job skills such as resume writing. LHS anticipates that each workshop will be attended by an average of 12 people.
Unit of Service:	Number of workshops presented
Activity Goal:	

Year 1 *(12 mo.)*	**Year 2** *(12 mo.)*	**Year 3** *(9 mo.)*	**Total**
4	4	4	12

3. Outcomes– Please provide outcome measures as a percentage, highlighting the specific results the project aims to achieve. Include the measurement tools you will use and explain how the project will assess results to determine the achieved percentage.

Outcome Measure #1:	Increase client capacity to secure employment and/or develop microenterprises by 50%. Staff will administer surveys at close of workshops and following delivery of direct services to assess increases in capacity or knowledge.
Measurement Methodology:	Client Survey
Outcome Goal:	

Year 1 *(12 mo.)*	**Year 2** *(12 mo.)*	**Year 3** *(9 mo.)*	**Total**
20%	40%	50%	50%

Outcome Measure #2:	Demonstrate that at least 80% of clients are satisfied with services received through the project. Staff will administer surveys at close of workshops and following delivery of direct services.

Measurement Methodology: Client Survey

Outcome Goal:

Year 1 *(12 mo.)*	Year 2 *(12 mo.)*	Year 3 *(9 mo.)*	Total
80%	80%	80%	80%

Outcome Measure #3: By the end of the project, 30% of clients participating in direct services and/or workshops report successfully developing a microenterprise or gaining employment. Staff will conduct a follow-up survey at the end of each year.

Measurement Methodology:

Outcome Goal:

Year 1 *(12 mo.)*	Year 2 *(12 mo.)*	Year 3 *(9 mo.)*	Total
10%	20%	30%	30%

4. Provide a detailed description of the proposed project including how the activity will address the well-defined community need. Identify whether the activity is new, ongoing, or expanded from previous years and how it aligns with existing community plans.

Laytonville (pop. 1,152), a rural, unincorporated community in northern Mendocino County, is a federally designated Frontier Community. There are no official governmental services, such as social services, in the community. Although once a thriving timber town, the death of the industry has impacted the local economy, as has the recent collapse of the cannabis industry. The US Census 2023 5-Year Estimates show a median household income of $35,798 (43% of the statewide median of $84,097) and 21% of the population lives below the federal poverty level (compared with 12% statewide). Laytonville's unemployment rate as of January 2025 was 14.7%, compared with 6.5% for the county.

LHS will focus its efforts on assisting un- and under-employed individuals to prepare for and seek employment and/or develop successful microenterprises that support a blue economy, with the long-term goal of improving the local economy. Strategies supporting these goals will focus on developing and offering a strong array of employment support services, to include: assisting clients with accessing technology (such as computer, word processing, printer, scanner) to apply for employment and/or business loans and grant programs; creating compelling resumes; carrying out job searches; and completing job applications. Clients will also be linked to agencies who can assist with business development opportunities. Additional support activities will include organizing annual community outreach/job fairs that bring together local, county, regional, and online employers and quarterly job skills and business development workshops led by partner organizations such as West Business Development Center and CareerPoint. Community residents will be informed about the Family Resource Center's new emphasis on economic and employment support through a broad outreach and media campaign that includes radio and print advertising, social media, tabling at community events, professionally-designed flyers, and word of mouth.

Over the past five years, LHS has been seen an increasing number of requests for employment support, as jobs failed during the COVID pandemic at the same time that the local cannabis industry collapsed. The proposed project will increase LHS' organizational capacity to provide job and microenterprise development support and is well aligned with the County's goal of creating A Thriving Economy, the Sonoma Mendocino Economic Development District's goal of Increasing Equitable Community-Wide Prosperity; and the Redwood Region RISE Regional Plan. Through the work of the Laytonville Community Collaborative, an established leadership group through Laytonville Healthy Start, community stakeholders, potential entrepreneurs, parents/families and youth will be invited to a series of meetings to discuss and plan further economic/micro-enterprise development opportunities. This Laytonville Community Collaborative was instrumental in hosting meetings during the Center's Redwood Region RISE mini-grant opportunity in 2024. The activities proposed in this application will complement the momentum that started via the Family Resource Center's Redwood Region RISE sector/ stakeholder interviews and community collaborative meetings.

5. Identify the accomplishments you intend to achieve with this activity. Provide an activity time frame / schedule.

Through the proposed project, LHS anticipates the following accomplishments, which will reach an unduplicated total of 300 individuals:
* 1:1 support with accessing technology (such as computer, word processing, printer, scanner) to apply for business loans/grant programs, build resumes, assist with job applications/searches, complete job applications, link clients to agencies who can assist with business development opportunities; and organize workshops for Laytonville area residents to access business development training, employee training opportunities, resume building workshops, etc.
* Quarterly workshops presented by community partners such as West Business Development Center and CareerPoint.
* Annual Community Outreach/Job Fairs bringing together local, county, regional, and online employers.
* Increased community awareness and utilization of LHS employment services generated through a broad media outreach campaign.

Please also see Timeline included in Project Narrative.

F. Project Administration & Monitoring *Limit each response to no more than half a page*

1. Describe how the project will be managed and administered, included proposed staff, their time and functions, noting whether these positions are current or new, pending this award.

The project will be led by the LHS Director with the support of the Application and Outreach Specialist (an existing employee) and a to-be-hired Employment Development Specialist. Each of the three positions will contribute 20% FTE through grant funding, with additional time leveraged through other funding sources. The LHS Director will provide overall administration of the project; liaise with partners; supervise staff; conduct outreach; and ensure timely reporting. The Application and Outreach Specialist will work with clients to support job search efforts and develop and implement media campaign activities, including organizing community outreach/job fairs and conducting outreach strategies to raise community awareness about available employment-related services. The Employment Development Specialist will provide employment navigation support, including: assisting FRC Clients with accessing technology (such as computer, word processing, printer, scanner) to apply for business loans/grant programs, build resumes, assist with job applications/searches, and complete job applications; link clients to agencies who can assist with business development opportunities; and organize workshops for Laytonville area residents to access business development training, employee training opportunities, resume building workshops, etc.

2. Briefly describe your agency's mission and history. Include a description of your agency's experience in providing the proposed services.
LHS has been serving the Laytonville community since 1997 with the mission of promoting healthy children, healthy families, and a healthy community. Annually, the FRC serves over 1,000 children, teens, adults, senior citizens, and families through a variety of services and supports. Through the FRC, LHS provides a myriad of services that include (but are not limited to): parenting support, mental health counseling referrals, sign-ups for low-cost insurance (Medi-Cal and Covered California) and assistance programs, such as CalFresh and unemployment. During the COVID-19 pandemic, the Family Resource Center shifted its focus to basic needs support by providing emergency food bags, gas cards, diaper/clothing give-a-ways and a monthly Food Bank, and continues to provide these services. Since the end of COVID pandemic and the collapse of local cannabis jobs, more people are requesting LHS support with resume writing, job search, job application assistance, small business loan applications, and unemployment applications. Most people who come in to the Family Resource Center don't have a computer and aren't tech savvy. Many residents who were previously relying on cannabis income are looking for other employment opportunities or creative business ventures that could support them through a tough economy. Laytonville residents are resilient and are looking for resources to navigate becoming small business owners and qualified employees.

3. Identify any other agencies, partners or consultants in this activity and define the roles and responsibilities of these partners.
LHS will work closely with partners throughout the community and the county. Community partners, including the school district, the health center, and local businesses, will participate in job fairs, as will county-level employers (e.g., law enforcement, county government, etc.) Employment development partners such as West Business Development Center and CareerPoint will partner with LHS in conducting quarterly workshops on job skills and microenterprise development.

4. Explain how your agency collects and reports client and customer service data, including income, race/ethnicity, and disability data.
LHS will collect client data as required by the County and CDBG and comply with reporting requirements. As a member of the Mendocino County Family Resource Center Network, LHS has ample experience with collecting and reporting client data through entry into the Family Resource Center Database. Other current funding partners require quarterly invoicing and reporting. For this proposed project, LHS anticipates tracking and reporting the following metrics: number of clients served; demographics of clients served (e.g., gender, gender identity, veteran status, age, race, ethnicity, language, disability); types and number of services provided; strategies used to engage clients; number and type of outreach strategies; jobs secured; and microenterprises initiated.

Please be advised that the following documents will be necessary for organizations to demonstrate compliance with CDBG program eligibility requirements, should their project be selected for further consideration by the County of Mendocino.

a. **Articles of Incorporation and Bylaws** (submit any amendments).

b. **Current Policy & Procedures Manual.** Include current policy prohibiting discrimination, grievance procedures, procurement procedures and conflict of interest requirements for both employees and clients.

c. **Current Nonprofit Determination.** Submit current determination letters from the federal Internal Revenue Service and the State Franchise Tax Board listing the organization's current name and address documenting the organization is tax exempt.(for nonprofits)

d. **Current List of Board of Directors.** Include the current name, telephone number, address, occupation or affiliation of each member, and service term. Identify the principal officers of the governing body.

e. **Current Authorization to Request Funds.** Submit the governing body's authorization to submit the funding request. This consists of copies of the resolution (if applicable) and/or of the minutes of the meeting in which the governing body's resolution, motion, or other official action is recorded authorizing the funding request.

f. **Current Designation of Authorized Official.** Documentation must be submitted of the governing body's action authorizing the representative(s) of the agency to negotiate for and contractually bind the agency. This consists of a signed letter from the Chairperson or Secretary of the governing body providing the name, title, address, and telephone number of each authorized individual.

g. **Current Organizational Chart.** Include the organization's current administrative framework and staff positions.

h. **Current Financial Statement and Audit and Management Letter,** if applicable. Also, if applicable, describe any actions taken to correct identified findings or concerns.

i. **Résumés of Chief Program Administrator and Chief Fiscal Officer**

G. Authorization

The applicant hereby assures and certifies compliance all applicable federal, state, and local laws, regulations, policies, and requirements (including, but not limited to 2 CFR Part 200), as they relate to the acceptance and use of CDBG and local funds by eligible organizations. Also, the applicant assures and certifies the following information:

1. It possesses legal authority to make a grant submission and to execute an eligible CDBG program;
2. The agency's governing body will adopt or pass as an official act a resolution, motion or similar action authorizing the person identified as the official representative of the corporation to submit a funding application and all associated information and assurances;
3. It will affirmatively further fair housing.
4. It will implement the requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) and implementing regulations at 24 CFR Part 35.
5. It will comply with Uniform Federal Accessibility Standards at 24 CFR Part 40, Appendix A, as they related to major rehabilitation or conversion.

6. The grant will be conducted and administered in compliance with:

   a. Title VI of the Civil Rights Act of 1964 (Public Law 88-352; 42 U.S.C. 2000d et seq.), as amended, and implementing regulations issued at 24 CFR Part 1; ans

   b. Title VIII of the Civil Rights Act of 1968 (Public Law 90-284; 42 U.S.C. 3601 et seq.), as amended, implementing regulations issued at 24 CFR Part 107, and Executive Order 11063; and

   c. Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 (Public Law 93-383; U.S.C. 5301 et seq.), as amended; and

   d. Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112; 29 U.S.C. 794), as amended; and

   e. Executive Order 11246, the implementing regulations issued at 41 CFR Chapter 60, and the Development Act of 1968 (12 U.S.C. 1701u; and

   f. The Age Discrimination Act of 1975 (Public Law 94-135; U.S.C. 6101), as amended.

   g. Presidential Executive Order 13166 ("Improving Access to Services for Persons with Limited English Proficiency"); and

   h. Executive Orders 11625, 12432 and 12138, encouraging the use of minority and women-owned business enterprises in connection with activities funded under this grant.

As a duly authorized representative of the Agency, I submit this application to the JURISDICTION and verify, under penalty of perjury under the laws of the State of California or of the JURISDICTION, that the information contained herein is, to the best of my knowledge, true, correct and complete. (Attach documentation that verifies the signer has the authority to submit this application and execute the contract).

AUTHORIZED SIGNATURE: 

Date: 28 March 2025

NAME (Please Print): Jayma Shields Spence

TITLE: Director

MENDOCINO COUNTY
OFFICE OF EDUCATION

RFP 011-25 PROPOSAL

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM USE OF PROGRAM INCOME FUNDS & NOFA APPLICATION PROJECTS

WHALE GULCH SCHOOL FIRE ALARM EXPANSION PROJECT

PREPARED FOR:
County of Mendocino

PREPARED BY:
MCOE



ATTACHMENT A
PROPOSAL SUMMARY AND STATEMENT OF RESPONSIBILITY (SIGNATURE PAGE)

County of Mendocino
Executive Office

RFP No. 01125
CDBG Projects

RFP No.	**011-25**
RFP Issue Date:	**March 3, 2025**
RFP Submission Deadline:	**April 3, 2025**

Proposals must be enclosed in a sealed envelope or package, clearly marked "Mendocino County RFP No. 011-25", and delivered by 2:00 p.m. April 3, 2025 to: Mendocino County Executive Office, Attn: Kelly Hansen, 501 Low Gap Road, Room 1010, Ukiah, CA 95482.

Questions regarding this RFP should be directed to:

- Procedural inquires: Kelly Hansen
  Administrative Analyst II
  (707) 463-4441
  grantsdivision@mendocinocounty.gov

This Proposal Summary and Statement of Responsibility (Signature Page) must be included with your submittal in order to validate your proposal. Proposals submitted without this page will be deemed non-responsive.

Vendor Authorized Representative

Company Name: Mendocino County Office of Education — Date: April 3, 2025
Representative: Heather Rantala
Title: Assistant Superintendent of Business and Administrative Services
Phone: 707-467-5034
Address: 2240 Old River Rd., Ukiah, CA 95482 — Fax: _____
Federal Tax ID No.: 94-6002711 — Email: hrantala@mcoe.us

RFP Contact Information (if different then above)

Contact Person: _____
Title: _____
Phone: _____ — Fax: _____
Address: _____ — Email: _____

Certifications:

1. Do you agree to comply with specifications, RFP instructions, draft contract requirements and other pertinent references contained in this RFP?

   ☒ YES ☐ NO

2. Do you agree that the proposal will stand firm and will not be withdrawn for a period of 90 days after the proposal is opened?

   ☒ YES ☐ NO

3. Do you certify that all statements in the proposal are true? This shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy authorized by law, and shall include the right, at the option of the County, of declaring any contract made as a result thereof to be void.

   ☒ YES ☐ NO

4. Do you agree to provide the County with any other information the County determines is necessary for accurate determination of your qualifications to provide services

   ☒ YES ☐ NO

5. Do you agree that the proposal amount includes all costs incident to the proposed contract?

   ☒ YES ☐ NO

6. Do you agree to be an ePayable as described in Attachment G- Sample Mendocino County Contract?

   ☒ YES ☐ NO

To the best of my knowledge and belief, the information provided in this initial determination of responsibilities is true and correct.

Authorized Representative:	Heather Rantala (Printed name)
Signature:	Heather Rantala
Date:	April 3, 2025

ATTACHMENT B
PROPOSAL CHECK LIST/TABLE OF CONTENTS

This proposal checklist identifies the various components that must be submitted with your proposal. This form is to be completed and included in the proposal and must be located directly behind Attachment A.

Follow this sequence in presenting your proposal with the checklist serving as your table of contents.

Proposal Check List/Table of Contents	**Page No.**
Signature Page, signed by authorized representative (RFP Attachment A)	1-2
Proposal Check List/Table of Contents (RFP Attachment B)	3
Executive Summary	4-12
Scope of Services (in relation to providing services described in Section XI, Scope of Work)	13-21
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Exceptions to the RFP (RFP Attachment C)	26
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Executive Summary

The Mendocino County Office of Education (MCOE) is submitting this proposal on behalf of Leggett Valley Unified School District (LVUSD) to secure funding for the execution of critical facility upgrades at Whale Gulch School, a vital resource for the local community. Whale Gulch School, a cornerstone of education for 43 students, serves a high percentage of socio-economically disadvantaged students, English Learners, students with special needs, and foster or homeless youth. Located approximately 1.5 hours from the district's main campus in Leggett, Whale Gulch School plays a pivotal role in supporting this underserved community.

This proposal seeks funding to support facility upgrades needed to bring Whale Gulch School into compliance with Division of State Architect (DSA) approval standards and ensure the safety and well-being of its students. The fire alarm system is a known area of deficiency that needs immediate attention. This improvement is critical not only to meet regulatory standards but also to maintain the school's liability insurance coverage, which will continue only as long as the district shows progress toward meeting DSA approval.

Fire Alarm Installation: The installation of fire alarms in the junior high and elementary classrooms will provide a safer environment for the entire school community. This update is necessary to meet current fire, life, and safety regulations, addressing the urgent need for a fully operational and compliant fire safety system. The absence of modern fire alarm systems presents a significant risk to the safety of students and staff, especially in a remote and rural location where quick emergency response may be hindered. By installing fire alarms, this project directly addresses a critical safety concern, enhancing the ability of the school to respond quickly in case of an emergency.

DSA Approval and Insurance Coverage: Recently, it was discovered that Whale Gulch School had not gone through the required Division of State Architect (DSA) approval process, which has resulted in a lack of coverage for this portion of the school under the district's liability insurance. While insurance will continue to cover the school, it is contingent upon the district demonstrating progress toward meeting DSA approval requirements. The funding requested through this proposal will allow the district to address the fire alarm system—a known issue that requires immediate attention—will ensure that the district maintains its insurance coverage while a long-term plan is developed.

Community Demographics and Low-Income Status: Although Whale Gulch School's community does not meet the 51% Low to Moderate Income (LMI) threshold by less than 2% (LMI is 49.4%), this data does not fully reflect the economic reality of the

school's student population. Nearly 80% of the students at Whale Gulch School qualify for free or reduced-price meals, which is a more accurate indicator of the community's low-income status. This discrepancy in LMI data stems from the broader community's demographic makeup and does not capture the actual socio-economic challenges faced by the families of Whale Gulch School students. The data, therefore, understates the true extent of the school's need for support.

National Objective Alignment:

1. **Low/Moderate Job Creation or Retention (LMJ):** This project is aligned with the National Objective of creating and retaining permanent jobs for low and moderate-income individuals, including continuing employment for the Whale Gulch School staff. By supporting construction efforts for these critical upgrades, the project will generate employment opportunities for local workers. These jobs will provide stable, full-time employment for low and moderate-income individuals in the community. This aligns with the objective to promote economic development and job opportunities for those in need, creating a direct benefit for the community.

2. **Urgent Need due to Immediate Threat to Health or Welfare:** The need for these upgrades is urgent. The existing safety issues pose a serious and immediate threat to the health and welfare of the school's students and staff. The lack of a functional fire alarm system in the jr. high and elementary classrooms directly endangers lives. This deficiency creates an unsafe environment that threatens the well-being of students and staff. By addressing these urgent safety concerns, the project seeks to mitigate immediate risks to health and welfare, ensuring that Whale Gulch School remains a safe and accessible learning environment.

Due to the small, rural nature of the district and its limited bonding capacity, LVUSD is unable to complete these essential facility upgrades without external funding. The district's low bonding capacity makes it nearly impossible that a bond measure would pass if put to a vote, further underscoring the need for this grant. A separate application has been submitted for funding for planning that will enable Whale Gulch School to hire an architect to conduct the necessary analysis and develop a comprehensive plan to meet DSA standards. The immediate upgrades to the fire alarm system included in this application will ensure the school can continue to operate safely while work towards full DSA compliance progresses. This proposal will enable Whale Gulch School to continue serving its critical role in providing education to a diverse, low-income community. MCOE, in partnership with LVUSD and the Whale Gulch School Education Association,

will oversee the planning and execution of these improvements to ensure the school's facilities meet all necessary safety and accessibility standards.

Key Personnel

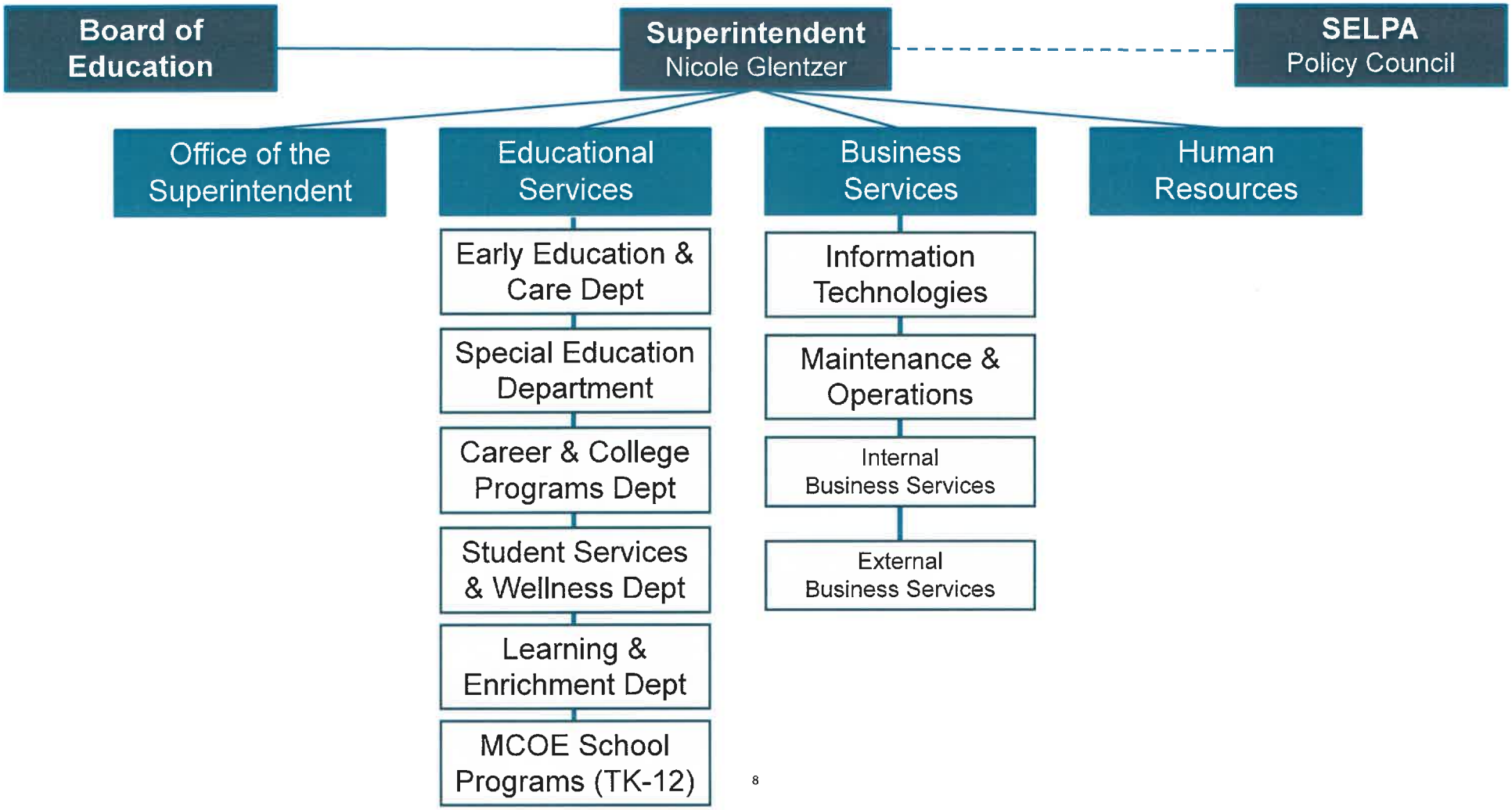
Nicole Glentzer
Position: Superintendent of Schools

Heather Rantala
Position: Assistant Superintendent of Business and Administrative Services

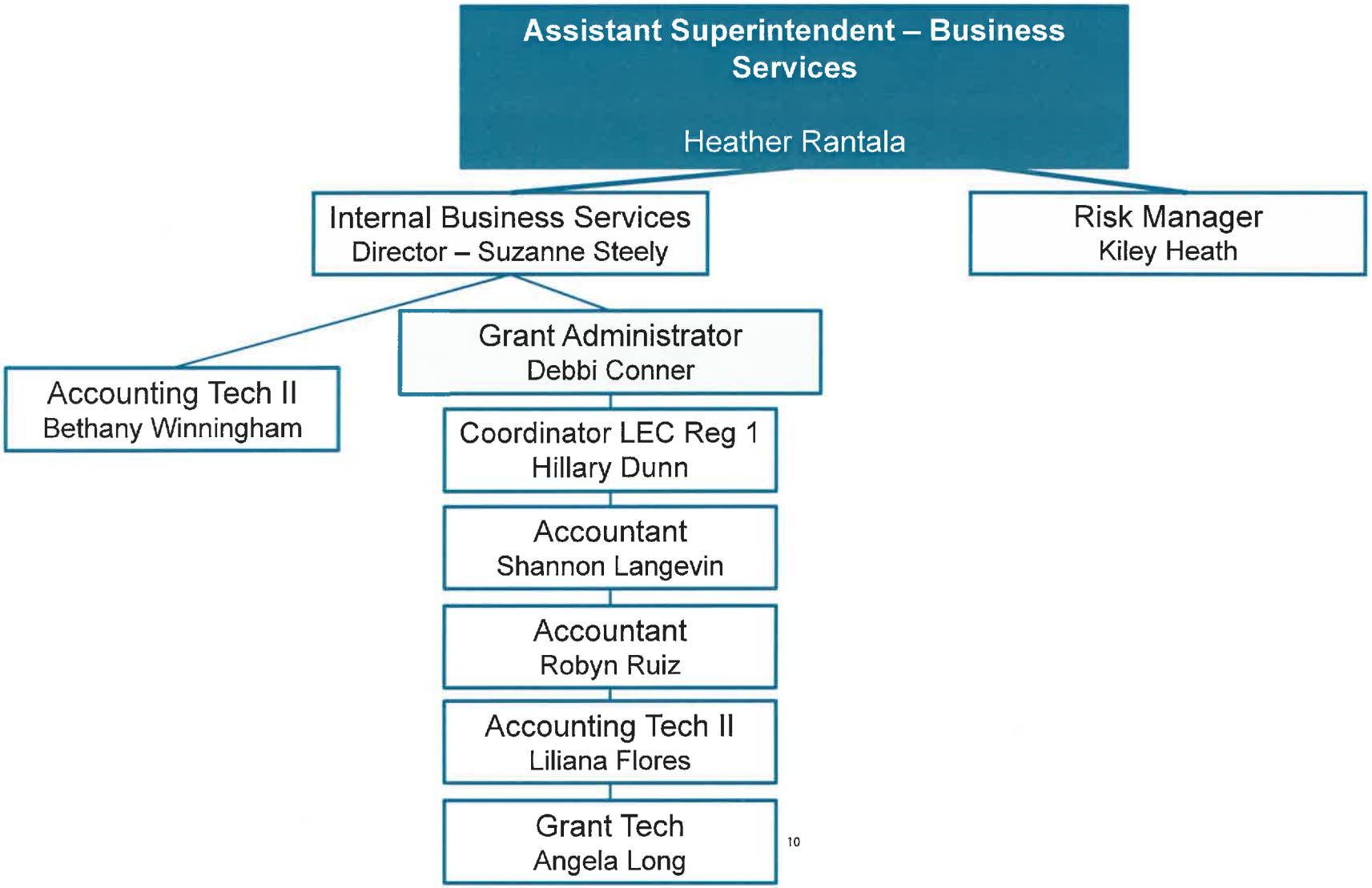
Suzanne Steely
Position: Director of Internal Business

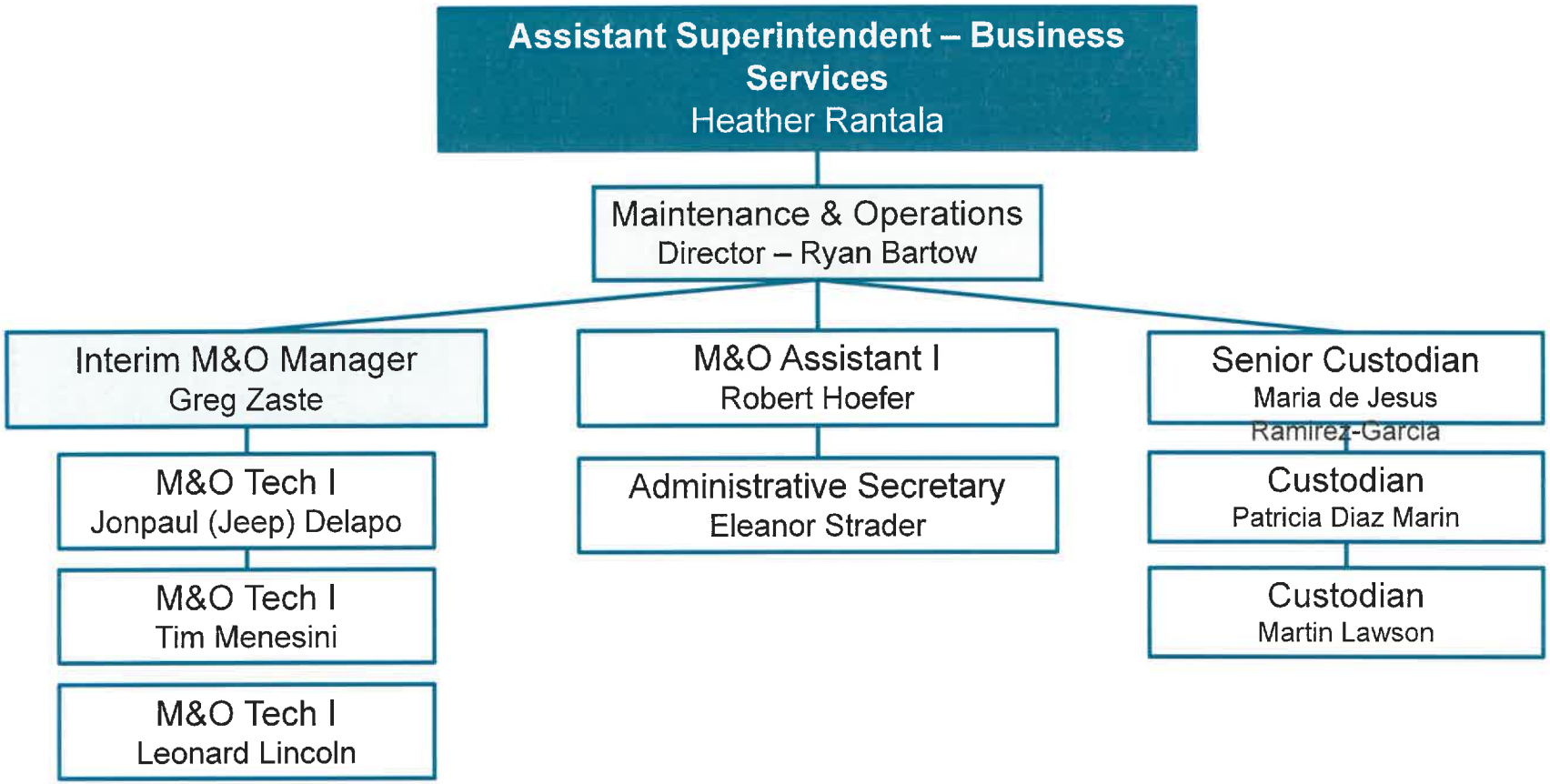
Ryan Bartow
Position: Director of Maintenance and Operations

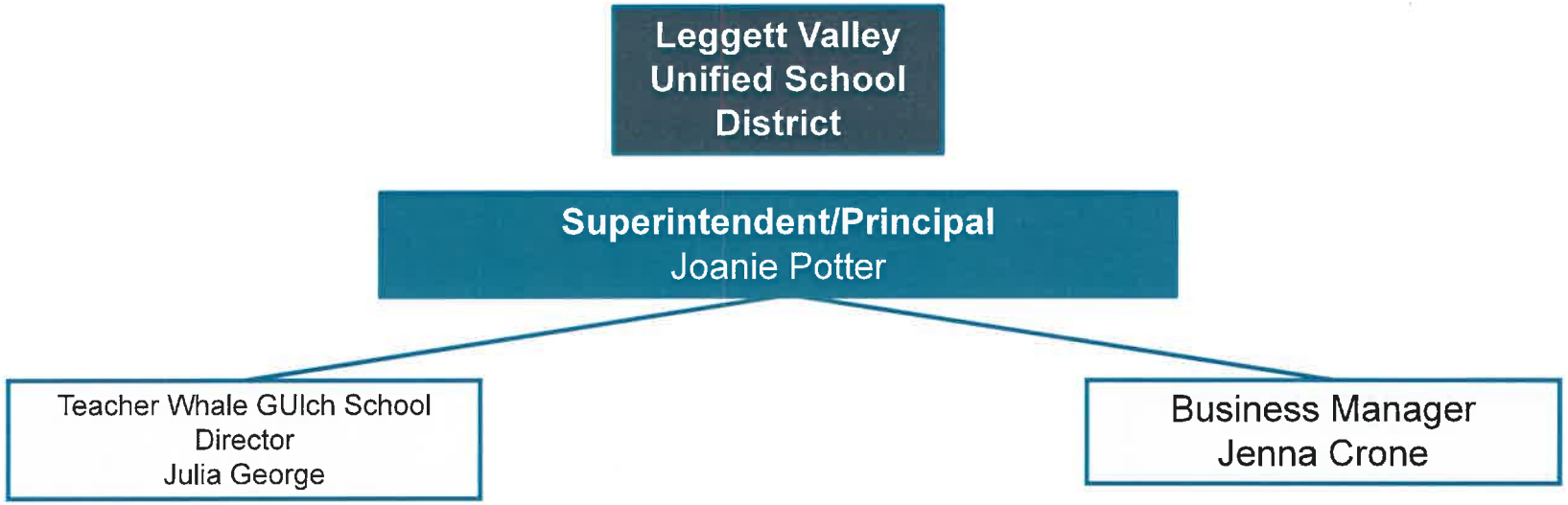
Nadia Tipton
Position: Confidential Administrative Secretary


Board of Education
Superintendent
Nicole Glentzer
SELPA
Policy Council
Office of the Superintendent
Educational Services
Business Services
Human Resources
Early Education & Care Dept
Special Education Department
Career & College Programs Dept
Student Services & Wellness Dept
Learning & Enrichment Dept
MCOE School Programs (TK-12)
Information Technologies
Maintenance & Operations
Internal Business Services
External Business Services


Board of Education
Area 1
President
Marilyn Puget
Area 2
Percilla Stevenson
Area 3
Michelle Hutchins
Area 4
Nancy Bennett
Area 5
Vice President
Donald Cruser


Assistant Superintendent – Business Services
Heather Rantala
Internal Business Services
Director – Suzanne Steely
Risk Manager
Kiley Heath
Accounting Tech II
Bethany Winningham
Grant Administrator
Debbi Conner
Coordinator LEC Reg 1
Hillary Dunn
Accountant
Shannon Langevin
Accountant
Robyn Ruiz
Accounting Tech II
Liliana Flores
Grant Tech
Angela Long
10


Assistant Superintendent – Business Services
Heather Rantala
Maintenance & Operations
Director – Ryan Bartow
Interim M&O Manager
Greg Zaste
M&O Tech I
Jonpaul (Jeep) Delapo
M&O Tech I
Tim Menesini
M&O Tech I
Leonard Lincoln
M&O Assistant I
Robert Hoefer
Administrative Secretary
Eleanor Strader
Senior Custodian
Maria de Jesus Ramirez-Garcia
Custodian
Patricia Diaz Marin
Custodian
Martin Lawson


Leggett Valley Unified School District
Superintendent/Principal
Joanie Potter
Teacher Whale GUlch School Director
Julia George
Business Manager
Jenna Crone

Scope of Services

Project Management & Administration

- **Project Work Plan & Timeline:** This project seeks to expand the existing fire alarm system to cover the entire campus, ensuring full compliance with California Education Code § 17074.52 and creating a safer environment for all students, staff, and visitors. The initial assessment of the existing fire alarm system has already been completed. This assessment identified the areas of the campus currently not covered by the system, as well as any outdated equipment requiring replacement. The project scope is fully defined, with a clear understanding of the necessary upgrades and expansions. This The project will be completed within a 12-month period, structured as follows:
    - Months 1-3: System design and engineering review
    - Months 4-6: Procurement of equipment and contractor scheduling
    - Months 7-10: Phased installation of alarm infrastructure
    - Months 11-12: Testing, certification, and staff training

- **Monthly Progress Reports:** MCOE will work with Leggett Valley Unified School District to submit a monthly report to stakeholders, including a summary of completed activities, challenges encountered, and planned next steps. The report will track the progress of the project according to the work plan.

- **Budget Tracking & Invoices:** MCOE will work with Leggett Valley Unified School District to maintain and submit accurate financial reports, including invoices and supporting documentation, in compliance with CDBG guidelines. Additionally, we will ensure that all expenditures align with the project budget.

- **Stakeholder Coordination:** MCOE will work with Leggett Valley Unified School District to document and coordinate meetings and communications with county staff, project partners, and community members. We will ensure transparent and open engagement throughout the project.

Community Engagement & Outreach

- **Community Outreach Plan:** MCOE will work with Leggett Valley Unified School District to develop and execute a strategy to engage relevant community stakeholders, including residents, local businesses, and school staff, parents, and students. The outreach plan will ensure that all key groups are informed and

have an opportunity to participate.

- **Public Meetings & Workshops:** MCOE will work with Leggett Valley Unified School district to plan and conduct community meetings and workshops to inform stakeholders about the project, address concerns, and gather input. These meetings will be essential for ensuring that the community is informed and involved in the process.

- **Marketing & Communication Materials:** MCOE will work with Leggett Valley Unified School District to design and distribute communication materials, including social media posts, and website updates, to keep the community informed about the project's progress and opportunities for involvement.

- **Stakeholder Feedback Reports:** MCOE will work with Leggett Valley Unified School District to compile and summarize stakeholder feedback gathered through community meetings, workshops, and other engagement efforts. Provide a report that includes the key input and how it is being addressed in the project.

Compliance & Regulatory Requirements

- **Reporting Requirements by National Objectives:** MCOE will work with Leggett Valley Unified School District to ensure that the project meets the CDBG national objective of benefiting low and moderate-income persons. Collect and report the required data, including beneficiary application forms, proof of residence, income verifications, and demographic information for all program participants. This data will be submitted quarterly to the County as part of CDBG reporting requirements.

- **Environmental Review Compliance:** MCOE will work with Leggett Valley Unified School District to complete and submit documentation required for environmental assessments, including any necessary NEPA reviews, if applicable. Ensure that all environmental compliance requirements are met before the installation begins, including a completed environmental review record and necessary permits, where applicable.

- **Labor Standards & Davis-Bacon Act Compliance:** MCOE will work with Leggett Valley Unified School District to provide certified payroll records and labor compliance documentation to ensure that all labor practices comply with federal wage standards.

- **Section 3 Compliance:** MCOE will work with Leggett Valley Unified School District to track and report on hiring and procurement activities to ensure compliance with HUD Section 3 requirements, if applicable, promoting employment and contracting opportunities for low and moderate-income persons.

- **Grant Reports:** MCOE will work with Leggett Valley Unified School District to deliver required narrative and data reports to the County and HCD, detailing project progress, financial expenditures, and any other information necessary for compliance.

Project Implementation & Deliverables

- **Scope of Work Completion:** MCOE will work with Leggett Valley Unified School District to provide evidence of completed work, ensuring that all architectural and engineering design activities are finished according to the approved plan and meet the necessary safety standards.

- **Performance Metrics Report:** MCOE will work with Leggett Valley Unified School District to submit data on the project's impact, such as the number of classrooms, staff, and students now covered by the new fire alarm system, including improvements to safety protocols resulting from the project.

- **Before-and-After Documentation:** MCOE will work with Leggett Valley Unified School District to provide before and after documentation, which may include photos, case studies, and testimonials that document the progress of the project, from the initial state to the completed design work.

- **Final Project Report:** MCOE will work with Leggett Valley Unified School District to provide a comprehensive report at the project's conclusion, summarizing achievements, challenges faced during implementation, and lessons learned for future projects.

Closeout & Evaluation

- **Final Financial Reconciliation:** MCOE will work with Leggett Valley Unified School District to submit a final financial report reconciling all project expenses, ensuring that all costs align with the approved budget and CDBG guidelines.

- **Compliance Closeout Checklist:** MCOE will work with Leggett Valley Unified School District to provide documentation that verifies all grant requirements have

been met, including final inspections, approvals, and reports.

- **Final Presentation to County/Funders:** MCOE will work with Leggett Valley Unified School District to deliver a final presentation to the County and any relevant funders, summarizing project outcomes, performance metrics, and lessons learned.

CDBG Project Proposal Requirements

Project Description: Our project aims to expand the existing fire alarm system to encompass the entire Whale Gulch School campus, ensuring full compliance with California Education Code § 17074.52 and creating a safer environment for all students and staff. Specific objectives include:

1. Achieve 100% coverage of student and staff occupied areas with monitored fire alarm systems
2. Address critical safety vulnerabilities in currently unprotected areas
3. Implement a unified, code-compliant fire safety infrastructure
4. Minimize educational disruption during system installation

Whale Gulch School is a vital educational facility serving rural northern Mendocino County within the Leggett Valley School District. This project will bring the Whale Gulch School into full compliance with California Education Code fire safety requirements, enhance emergency response capabilities across campus, improve safety protocols for students and staff, and establish a comprehensive fire safety system in the rural school setting.

- **Eligibility Justification and National Objective:** The proposed project meets National Objective 3 due to the urgency that exists because existing conditions pose a serious and immediate threat to the health or welfare of the community. The proposed fire alarm expansion work at Whale Gulch School will improve safety for students, staff, and the community.

  Although Whale Gulch School's community does not meet the 51% Low to Moderate Income (LMI) threshold by just 2% (49.4%), this data does not fully reflect the economic reality of the school's student population. Nearly 80% of the students at Whale Gulch School qualify for free or reduced-price meals, which is a more accurate indicator of the community's low-income status. This discrepancy in LMI data stems from the broader community's demographic makeup and does not capture the actual socio-economic challenges faced by the families of Whale Gulch School students. The data, therefore, understates the

true extent of the school's need for support. Additionally, Leggett Valley Unified School District's student Medi-Cal eligibility is 67.67%.

Therefore, we feel there is justification that this project is also aligned with the National Objective 1. It will aid in the creation of and retaining permanent jobs for low and moderate-income individuals. By supporting the planning and construction efforts for these critical upgrades, the project will generate employment opportunities for local workers. These jobs will provide stable, full-time employment for low and moderate-income individuals in the community. This aligns with the objective to promote economic development and job opportunities for those in need, creating a direct benefit for the community.

Eligible Activities: The eligible activities identified under this proposal align with:

(b) Public Facilities and Improvements and Privately-Owned Utilities:

- The fire alarm expansion work across the entire Whale Gulch School campus qualifies as a public facility improvement under CDBG guidelines. This project will directly support student success by ensuring a safe learning environment that meets all state safety requirements and achieve the HUD national objective by addressing existing conditions that pose a serious and immediate threat to the health or welfare of the students, staff and community.

Applicant Eligibility: The Mendocino County Office of Education, applying on behalf of the Leggett Valley Unified School District meets the applicant eligibility due to being public entities. The CDBG program is open to local governments and other public agencies, which includes school districts and educational bodies like the Mendocino County Office of Education (MCOE) and Leggett Valley Unified School District (LVUSD). As public educational institutions, the application for CDBG funding for activities will benefit the public, such as improving safety infrastructure within the schools.

- **MCOE** is a public entity responsible for overseeing educational services and programs across Mendocino County, including supporting rural school districts like LVUSD.

- **LVUSD** is a public school district that serves a rural, low-income community, and as such, it is eligible for CDBG funding for public facility improvements that benefit its students and staff.

Budget and Use of Funds: This proposal outlines the budget for the fire alarm expansion project to encompass the entire campus, ensuring full compliance with California Education Code § 17074.52 and creating a safer environment for all students and staff at Whale Gulch School. The initiative aims to bring the school facilities into compliance.

The total estimated cost of the fire alarm expansion project for the Whale Gulch School is $65,000, including:

- $45,000 for specialized fire alarm equipment and installation
- $20,000 for necessary electrical infrastructure upgrades

While Whale Gulch School has been deemed ineligible for State School Facility Funding due to not owning the school facility, the main Leggett Valley campus is eligible for Hardship Funding. Current district funding that has been set aside for necessary facility needs at Leggett Valley schools can be used to support the needs of Whale Gulch School if Leggett Valley schools receive Proposition 2 funding. The district is also working with the Whale Gulch School Education Association to raise funds to supplement facility needs of the district. Additionally, the district and MCOE will continue to explore other grant funding opportunities and may explore financing and loan options to supplement funding received through the CDBG grant.

Implementation Plan: Below is the estimated timeline for the fire alarm expansion work needed at Whale Gulch School. The architect and contractor(s) hired through public procurement will work closely with the Leggett Valley Unified School District Superintendent and the Mendocino County Office of Education assigned to this project. Regular weekly/bi-weekly meetings will be scheduled to ensure the project is on target for completion within 15 months. Additionally, quarterly written performance and financial reports will be provided.

The project will be completed within a 12-month period, structured as follows:

- Months 1-3: System design and engineering review
- Months 4-6: Procurement of equipment and contractor scheduling
- Months 7-10: Phased installation of alarm infrastructure
- Months 11-12: Testing, certification, and staff training

Experience and Capacity: MCOE has extensive experience managing and overseeing facility improvement projects, with a focus on ensuring that schools meet state and federal requirements. MCOE has assisted school districts in maintaining and upgrading their facilities to improve safety, accessibility, and functionality. This experience includes

guiding districts through the process of conducting facility needs assessments, developing master plans, and securing funding for capital improvement projects.

A key part of MCOE's expertise lies in its ability to successfully navigate the complexities of school facility management and funding processes. MCOE has a proven track record of working with the California Department of Education (CDE) and the Office of Public School Construction (OPSC) to secure funding and ensure compliance with the latest state codes and regulations. Its experience spans a wide range of projects, from basic repairs to large-scale modernization efforts, ensuring that schools are equipped to provide a safe and effective learning environment.

MCOE's success in securing funding is particularly significant for districts with limited financial resources. It has demonstrated an ability to help districts apply for state and federal funds, such as the State School Facility Program (SFP), and to identify alternative funding sources. This expertise is crucial for rural districts like Whale Gulch, where financial constraints often limit the ability to undertake necessary infrastructure improvements.

MCOE's capacity to manage similar projects is demonstrated by its long history of successful program performance, the qualifications of its staff, and its proven ability to accomplish proposed goals. MCOE has been operating for over 165 years, developing a robust organizational infrastructure and a strong team of experienced professionals. The staff managing facility projects at MCOE are highly qualified, with expertise in project management, educational facility planning, regulatory compliance, and public funding.

MCOE employs a dedicated team of program managers, facility specialists, and financial experts, all of whom work together to ensure the successful implementation of facility projects. This team is supported by MCOE's extensive network of partners, including local governments, school districts, and community organizations, which enables MCOE to address the unique challenges faced by rural schools. The agency's ability to coordinate and manage multiple partners ensures that projects are completed on time, within budget, and in compliance with all applicable regulations. Additionally, MCOE's team assigned to this project include talented staff who have direct experience working with and managing Community Development Block Grant (CDBG).

In addition to managing facility projects, MCOE has a strong history of providing ongoing support to school districts. This includes offering technical assistance, conducting compliance audits, coordinating funding applications, and providing oversight to ensure that all district projects meet the highest standards. MCOE's capacity to manage multiple projects simultaneously, while maintaining a high level of

accountability, is a testament to its organizational strength and its deep commitment to the educational success of Mendocino County's students.

Community Benefit: The fire alarm expansion work at Whale Gulch School directly benefits the students, staff, and community, all of whom reside in a low-income, rural area in northern Mendocino County.

1. **Low and Moderate-Income Beneficiaries**:
    - Whale Gulch School serves a predominantly low-income population, many of whom face financial challenges. The project will help ensure that improvements are made to benefit this vulnerable group, enhancing their educational experience and ensuring their safety.
    - The community surrounding the school is in a census tract where 49.4% of residents are classified as low- and moderate-income.
2. **Critical Safety and Accessibility Needs**:
    - The fire alarm expansion project will ensure the entire campus is compliant with California Education Code § 17074.52 and create a safer environment for all students and staff. The project will also address critical safety vulnerabilities in currently unprotected areas, and implement a unified, code-compliant fire safety infrastructure.

Alignment with Existing Community Plans: The proposed project aligns with the County of Mendocino Strategic Plan 2022-2027, the Sonoma Mendocino Economic Development District's Comprehensive Economic Development Strategy (CEDS), and the Redwood RISE Regional Roadmap by addressing key objectives related to infrastructure improvement, economic development, and community well-being. The project supports the County's goal of fostering inclusive and sustainable development by improving safety at Whale Gulch School, a critical public facility in a rural, low-income community. This initiative directly enhances the safety and educational environment for students and staff, which aligns with the County's strategic priorities of improving public health and safety.

The fire alarm expansion work aligns with CEDS' focus on investing in rural infrastructure to promote economic resilience. By providing a safe school environment, the project contributes to economic stability and supports long-term community development. The Redwood RISE Regional Roadmap emphasizes collaboration between public and private stakeholders to strengthen regional economies. This project

exemplifies such collaboration, with MCOE, Leggett Valley Unified School District, and the Whale Gulch School Education Association working together to engage community members and stakeholders in the planning process, ensuring the project reflects local needs and priorities. This alignment highlights how the project not only addresses immediate safety concerns but also lays the groundwork for sustained economic growth and community well-being in the region.

Furthermore, expanding the fire alarm system across Whale Gulch School aligns with the Leggett Valley Unified School District's 2024-25 Local Control and Accountability Plan (LCAP), which outlines the district's strategic goals for improving student outcomes and fostering a safe, supportive learning environment. The LCAP is a critical tool that guides the district's decisions by setting priorities based on the needs of students, families, and the community. One of its core goals is ensuring a safe learning environment, and upgrading the fire alarm system supports this objective by improving the school's safety infrastructure and reducing emergency risks. In developing this plan, a variety of stakeholders were engaged, including students, parents, teachers, staff, and community members. Their input was vital in identifying safety concerns and determining where improvements were needed most. By addressing these concerns and enhancing fire safety, the district demonstrates its commitment to the well-being of all students, especially those in more rural or remote areas like Whale Gulch, and ensures that every student has access to a safe, secure learning environment as outlined in the LCAP.

Company Background and Experience

The Mendocino County Office of Education (MCOE), established in 1857, has a long-standing commitment to supporting all students and educators in Mendocino County. Mendocino County Office of Education builds capacity to support others to learn and excel through leadership, resources, services, and programs that improve the educational experience and outcomes for all Mendocino County students and schools.

MCOE works with 12 public school districts serving more than 12,000 PK-12 students, as well as 19 charter and private schools serving another 1,900 PK-12 students. Additionally, MCOE programs directly serve infants through adults. MCOE is an invaluable partner to local school districts, including Leggett Valley Unified School District (LVUSD), in addressing facility needs and ensuring compliance with state regulations.

Experience Managing Similar Projects

MCOE has extensive experience managing and overseeing facility improvement projects, with a focus on ensuring that schools meet state and federal requirements. MCOE has assisted school districts in maintaining and upgrading their facilities to improve safety, accessibility, and functionality. This experience includes guiding districts through the process of conducting facility needs assessments, developing master plans, and securing funding for capital improvement projects.

A key part of MCOE's expertise lies in its ability to successfully navigate the complexities of school facility management and funding processes. MCOE has a proven track record of working with the California Department of Education (CDE) and the Office of Public School Construction (OPSC) to secure funding and ensure compliance with the latest state codes and regulations. Its experience spans a wide range of projects, from basic repairs to large-scale modernization efforts, ensuring that schools are equipped to provide a safe and effective learning environment.

MCOE's success in securing funding is particularly significant for districts with limited financial resources. It has demonstrated an ability to help districts apply for state and federal funds, such as the State School Facility Program (SFP), and to identify alternative funding sources. This expertise is crucial for rural districts like Whale Gulch, where financial constraints often limit the ability to undertake necessary infrastructure improvements.

Organizational Capacity

MCOE's capacity to manage similar projects is demonstrated by its long history of successful program performance, the qualifications of its staff, and its proven ability to accomplish proposed goals. MCOE has been operating for over 165 years, developing a robust organizational infrastructure and a strong team of experienced professionals. The staff managing facility projects at MCOE are highly qualified, with expertise in project management, educational facility planning, regulatory compliance, and public funding.

MCOE employs a dedicated team of program managers, facility specialists, and financial experts, all of whom work together to ensure the successful implementation of facility projects. This team is supported by MCOE's extensive network of partners, including local governments, school districts, and community organizations, which enables MCOE to address the unique challenges faced by rural schools. The agency's ability to coordinate and manage multiple partners ensures that projects are completed on time, within budget, and in compliance with all applicable regulations. Additionally, MCOE's team assigned to this project include talented staff who have direct experience working with and managing Community Development Block Grant (CDBG).

In addition to managing facility projects, MCOE has a strong history of providing ongoing support to school districts. This includes offering technical assistance, conducting compliance audits, coordinating funding applications, and providing oversight to ensure that all district projects meet the highest standards. MCOE's capacity to manage multiple projects simultaneously, while maintaining a high level of accountability, is a testament to its organizational strength and its deep commitment to the educational success of Mendocino County's students.

Programs Administered by MCOE

MCOE administers a wide range of programs designed to support educational outcomes and the well-being of students in Mendocino County. In addition to its work on school facilities, MCOE provides professional development for educators, coordinates special education services, offers career and technical education programs, provides special education services, and mental health services. Additionally, MCOE operates Orr Creek School, Community School, and West Hills. Orr Creek School provides comprehensive educational services for students who have been identified as having significant behavioral or social-emotional learning needs. West Hills Juvenile Hall Court School is a WASC accredited program that is supported and staffed by the Mendocino County Office of Education Alternative Education Department to serve incarcerated students through a collaborative MOU between Mendocino County Office of Education and the Mendocino County Probation Department. Mendocino County Community School is a WASC accredited academic program offered through the Mendocino County

Office of Education. This program is designed to serve expelled, probation referred, School Attendance Review Board (SARB) referred, district referred, foster/homeless youth under Education Code 1981 residing in and/or enrolled in schools located within Mendocino County. These programs are designed to address the diverse needs of students, particularly those in rural and underserved areas, and to ensure that all students have access to a high-quality education.

Through its extensive experience, organizational capacity, and commitment to the communities it serves, MCOE has proven itself to be a trusted and capable partner in managing school facility improvement projects. Its expertise, staff qualifications, and long history of successful program implementation make MCOE uniquely qualified to continue to support school districts in Mendocino County and to address the ongoing needs of students and educational facilities across the region.

Cost Proposal for Whale Gulch School Fire Alarm Expansion Project

Project Overview: This project aims to expand the existing fire alarm system across the entire campus to ensure full compliance with California Education Code § 17074.52. The expansion will enhance safety by providing 100% coverage of student and staff occupied areas with a monitored fire alarm system. The initiative is designed to address critical safety vulnerabilities in unprotected areas, creating a unified, code-compliant fire safety infrastructure while minimizing disruption to educational activities.

Itemized Cost Breakdown Estimates:

The total project cost is **$65,000**, allocated as follows:

1. **Fire Alarm Equipment and Installation – $45,000**
    - Includes the purchase and installation of specialized fire alarm systems throughout the campus.
    - Covers the cost of alarms, sensors, panels, wiring, and monitoring equipment.
2. **Electrical Infrastructure Upgrades – $20,000**
    - Required upgrades to electrical systems to support the new fire alarm infrastructure.
    - Covers costs for electrical rewiring, circuits, and related components.

The expansion of the fire alarm system at Whale Gulch School is a crucial step in ensuring the safety and well-being of our students and staff. This project will help the school comply with state fire safety regulations, mitigate safety risks, and provide a secure, responsive environment for learning. Grant funding is essential to complete this project and ensure the safety of our rural school community.

ATTACHMENT C
EXCEPTIONS TO RFP

Company Name: Mendocino County Office of Education

Representative: Heather Rantala

Title: Assistant Superintendent of Business and Administrative Services

Address: 2240 Old River Rd., Ukiah, CA 95482

Phone: 707-467-5034 Email: hrantala@mcoe.us

I have reviewed the RFP and General Contract Terms in their entirety and have the following exceptions: (Please identify and list your exceptions by indicating the section or paragraph and page no. as applicable. Be specific about your proposed exception(s) to content, language, or omissions. Add as many pages as required.)

Authorized Representative: Heather Rantala (Printed name)

Signature: Heather Rantala

Date: April 3, 2025

ATTACHMENT D
LETTERS OF SUPPORT

Please list the supporting organizations (minimum of two (2)) in the section provided below and attach corresponding letters to this form.

Agency	Contact Name/Address	Phone No.
Leggett Valley Unified School District	Tonie Traina PO Box 186 Leggett, CA 95585	707-925-6396
Small School Districts' Association	Yuri Calderon 925 L Street, Suite 1185 Sacramento, CA 95814	916-750-0722
Whale Gulch School Education Association	Eva Carpenter 76811 Usal Road Whitehorn, CA 95589	707-986-7131
Mendocino County Office of Education	Nicole Glentzer 2240 Old River Road Ukiah, CA 95482	707-467-5001

Leggett Valley Unified School District

PO Box 186, 1 School Way, Leggett, CA 95585
Phone (707) 925-6285 Fax (707) 925-6396
www.leggett.k12.ca.us
Joan Viada Potter, Interim Superintendent Principal
Tonie Traina, LVUSD Board President

March 21, 2025

County of Mendocino
Executive Office
501 Low Gap Road, Room 1010
Ukiah, CA 95482

Subject: Urgent Support for CDBG Funding

Dear County of Mendocino,

On behalf of the Leggett Valley Unified School District (LVUSD) Board of Trustees, I am writing to express our strong and urgent support for the Mendocino County Office of Education's (MCOE) application for Community Development Block Grant (CDBG) funding on behalf of Leggett Valley Unified. The funding is essential for rebuilding Whale Gulch School to meet critical ADA accessibility requirements and ensure that our students have a safe, accessible, and functional learning environment.

Whale Gulch School is a lifeline for our rural community. Located over an hour and a half away from the other schools in our district, it serves a unique and vulnerable population of students. Many of our families are already facing significant hardship due to the remote location, and the long commute to the nearest schools creates added strain on both the children and their families. This situation underscores the urgent need to keep Whale Gulch School operational, as students who would otherwise be forced to travel excessive distances or attend a different school would face barriers to regular attendance, contributing to educational disruption and hardship.

The financial burden of rebuilding Whale Gulch School to be ADA-compliant and DSA-approved is substantial. LVUSD has very limited bonding capacity, and it is unlikely that voters in our community could support a bond measure. Furthermore, Whale Gulch School is not eligible for Proposition 2 funding, which means that without CDBG funding, we face a daunting challenge in meeting the needs of our students. This funding is vital for ensuring that Whale Gulch School can continue to serve as an accessible, safe, and equitable educational environment for our students.

The 2024-25 school year has revealed that our district's unduplicated pupil count (UPC) stands at 80%, with a significant portion of our students qualifying for free or reduced-price meals, as well as being homeless or foster youth. The need for this rebuild is even more critical for these vulnerable students, as it will ensure they can remain in school and not be further impacted by the physical barriers of the current school facility.

The continued operation of Whale Gulch School is not just a convenience—it is a necessity for our students' academic success and well-being. The school provides a foundation for their education, and without the improvements, we risk losing a safe, accessible learning environment for a portion of our district's most vulnerable children. These children should not have to endure further educational disruptions, and we hope that through the approval of this funding, we can ensure they remain in school and continue to thrive.

We greatly appreciate your consideration of this funding application and ask for your support in ensuring that Whale Gulch School can continue to serve the students and families of our district. Please feel free to contact me if you need further information or if we can assist in any way.

Sincerely,



Tonie Traina, LVUSD Board President

March 31, 2025

County of Mendocino
Executive Office
501 Low Gap Road, Room 1010
Ukiah, CA 95482

Re: Letter of Support for Mendocino County Office of Education's Application for CDBG Funding on Behalf of Leggett Valley Unified School District

Dear Mendocino County Officials,

On behalf of the Small School Districts' Association (SSDA), I am writing to express our **strong and enthusiastic support** for the Mendocino County Office of Education's (MCOE) application for Community Development Block Grant (CDBG) funds on behalf of **Leggett Valley Unified School District (LVUSD)**.

This funding is critical to rebuilding and upgrading **Whale Gulch School** to meet ADA accessibility requirements—ensuring that students in this remote, rural community retain access to a safe, inclusive, and equitable education.

At SSDA, we represent and advocate for California's smallest and most rural school districts—districts like Leggett Valley Unified—whose communities are often isolated, underserved, and deeply reliant on a single local school. These districts face unique challenges: geographic isolation, limited access to services, and restricted financial capacity to support essential infrastructure improvements. Many, like LVUSD, simply **do not have the bonding capacity or eligibility for other state modernization funds**, such as Proposition 2.

Whale Gulch School is located over 90 minutes from the nearest alternative school within the district. Without this facility, students—many from low-income, foster, or homeless backgrounds—would face **extreme commutes and insurmountable barriers** to attending school. Rebuilding the school to meet ADA and DSA standards is more than a construction project—it's a **lifeline** for educational access in this community.

The need is especially urgent: LVUSD's unduplicated pupil count (UPC) is 78% for the 2024-25 school year, underscoring the high number of vulnerable students who depend on nearby, accessible education. Without this funding, the future of Whale Gulch School—and the educational future of its students—is at serious risk.

SSDA is proud to stand behind MCOE's application. The proposed improvements will not only benefit the Leggett Valley community, but also serve as a model for how rural schools can be supported through smart, targeted investment. We urge you to prioritize this essential project.

If you have any questions or need additional information, please don't hesitate to contact me directly. SSDA remains committed to advocating for equity and opportunity for all of California's small and rural schools.

Sincerely,



Yuri Calderon
Executive Director
Small School Districts' Association

County of Mendocino
Executive Office
501 Low Gap Road, Room 1010
Ukiah, CA 95482

- Subject: Urgent Support for CDBG Funding

Dear County of Mendocino,

On behalf of the Whale Gulch School Education Association (WGSEA) I am writing to express our strong and urgent support for the Mendocino County Office of Education's (MCOE) application for Community Development Block Grant (CDBG) funding on behalf of Leggett Valley Unified School District. The funding is essential for upgrading Whale Gulch School to meet critical ADA accessibility requirements and ensure that our students have a more accessible, and functional campus.

Whale Gulch School is a lifeline for our rural community. Located over an hour and a half away from the other schools in our district, it serves a unique and vulnerable population of students. Many of our families are already facing significant hardship due to the remote location, and the long commute to the nearest schools creates added strain on both the children and their families. This situation underscores the urgent need to keep Whale Gulch School operational, as students who would otherwise be forced to travel excessive distances or attend a different school would face barriers to regular attendance, contributing to educational disruption and hardship.

The financial burden of upgrading and improving Whale Gulch School campus to be ADA-compliant is substantial. LVUSD has very limited bonding capacity, and it is unlikely that voters in our community could support a bond measure. Furthermore, our district is not eligible for Proposition 2 funding, which means that without CDBG funding, we face a daunting challenge of bringing our campus into ADA compliance and allowing us to better serve our current and future students. With this funding we can make vital improvements to our campus and ensure that Whale Gulch School can continue to serve as an accessible, safe, and equitable educational environment for our students.

The 2024-25 school year has revealed that our district's unduplicated pupil count (UPC) stands at 80%, with a significant portion of our students qualifying for free or reduced-price meals, as well as being homeless or foster youth. The need for these modifications is even more critical for these vulnerable students, as it will ensure they can remain in school and not be further impacted by the physical barriers of the current school facility.

The continued operation of Whale Gulch School is not just a convenience—it is a necessity for our students' academic success and well-being. The school provides a foundation for their education, and without the improvements, we risk losing a safe, accessible learning environment for a portion of our district's most vulnerable children. These children should not

have to endure further educational disruptions, and we hope that through the approval of this funding, we can ensure they remain in school and continue to thrive.

We greatly appreciate your consideration of this funding application and ask for your support in ensuring that Whale Gulch School can continue to serve the students and families of our district. Please feel free to contact me if you need further information or if we can assist in any way.

Sincerely,



Eva Carpenter, WGSEA Board President

2240 Old River Road
Ukiah, CA 95482-6156

Ph. (707) 467-5001
Fax (707) 462-0379

NICOLE H. GLENTZER
Superintendent of Schools

SERVICE EXCELLENCE INNOVATION TEAMWORK

County of Mendocino
Executive Office
501 Low Gap Road, Room 1010
Ukiah, CA 95482

Subject: Letter of Support for CDBG Funding for Whale Gulch School Accessibility and Improvements

Dear County of Mendocino,

On behalf of the Mendocino County Office of Education (MCOE), I am writing to express our strong support for Leggett Valley Unified School District's application for Community Development Block Grant (CDBG) funds to rebuild and make significant accessibility improvements to Whale Gulch School. We recognize the critical need for this funding, as the school's current condition fails to meet essential Americans with Disabilities Act (ADA) accessibility standards and poses an ongoing challenge for the families and students who depend on it.

Whale Gulch School serves a geographically isolated community located approximately one hour and thirty minutes away from the main schools in Leggett Valley. This long distance creates a significant hardship for families, leading to logistical, financial, and emotional strain as they try to maintain educational consistency for their children.

In the 2024-25 school year, Leggett Valley Unified School District's unduplicated pupil count (UPC) is 80%, representing students eligible for free or reduced-price meals, homeless youth, and foster youth. This high percentage of vulnerable students demonstrates the profound impact that the proposed improvements at Whale Gulch School would have on the community. The rebuilding efforts, focused on ADA compliance and Department of State Architect's (DSA) approval, would ensure that these children have access to an equitable, safe, and conducive learning environment.

Unfortunately, the district faces significant financial challenges. The cost to bring the Whale Gulch School into compliance with ADA and DSA standards is prohibitive, and given the district's limited bonding capacity, the likelihood of securing funds through voter-approved bonds is extremely low. Additionally, Leggett Valley Unified is not eligible for Proposition 2 funding, further exacerbating the financial burden. Without the CDBG funding, the district would struggle to fulfill these critical infrastructure needs, jeopardizing their students' continued access to education at Whale Gulch School.

The rebuild of Whale Gulch School is an essential step in ensuring that students remain in school, have access to the services they need, and are not forced to endure burdensome commutes that contribute to absenteeism and educational inequities. For these reasons, MCOE fully supports Leggett Valley Unified School District's application for CDBG funding and urges your favorable consideration.

If you require any further information or have questions, please do not hesitate to contact me directly. We are committed to supporting Leggett Valley Unified in any way we can and look forward to seeing the positive impact these improvements will have on the students and families of Whale Gulch.

Sincerely,

Nicole H. Glentzer

Nicole H. Glentzer
Mendocino County Superintendent of Schools

ATTACHMENT E
CERTIFICATE OF NON-COLLUSION

The undersigned certifies, under penalty of perjury, that this proposal has been made in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Mendocino County Office of Education
(Name of Proposer)

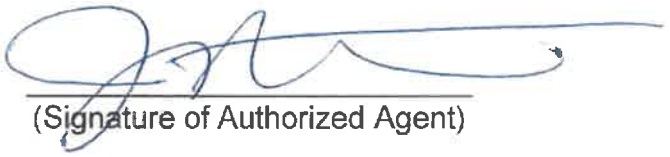
(Signature of Authorized Agent)

April 2, 2025, 2025
Date

ATTACHMENT E
CERTIFICATE OF NON-COLLUSION

The undersigned certifies, under penalty of perjury, that this proposal has been made in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Joan Viada Potter, Leggett Valley USD Interim Superintendent
(Name of Proposer)



(Signature of Authorized Agent)

March 31, 2025
Date

ATTACHMENT F
COUNTY OF MENDOCINO SAMPLE PROPOSAL EVALUATION FORM
RFP No. 011-25

Vendor Name: Mendocino County Office of Education

Evaluated By: _____

A.	Completeness of Response	Pass/Fail	
B.	Financial Stability	Pass/Fail	
C.	Technical Criteria	Pass/Fail	
	Meets CDBG National Objective	Pass/Fail	
	Eligible CDBG Activity	Pass/Fail	
	Eligible Applicant	Pass/Fail	

NOTE: In the event that the proposal rates a 'Fail' on any of the above, please seek the guidance of the General Services Agency

		Weight	*Rating Scale	Points Total
D.	Project Cost & Leveraging of Additional Funds	20 points		
E.	Implementation Plan & Schedule	20 points		
F.	Alignment with County Plans & Priorities	20 points		
G.	Community Impact & Benefit to LMI populations	20 points		
H.	Organizational Capacity & Relevant Experience	15 points		
I.	Letters of Support	5 points		

Evaluation Total (Maximum 500)		

Comments:

_____

Scoring: (To be performed by the Executive Office/Purchasing Agent)

Weight X *Rating (per Scale) = Points Total

*Rating Scale: 5 = Excellent 4 = Above Average 3 = Average 2 = Fair 1 = Poor 0 = Unacceptable

Northern California Schools Insurance Group
Northern California ReLiEF

CERTIFICATE OF COVERAGE

Issue Date 3/28/2025

ADMINISTRATOR: LICENSE # 0B01094
InterWest Insurance Services, LLC
310 Hemsted Drive #200
Redding, CA 96002-0935

Joy Moll License No. 0G75780
jmoll@iwins.com

COVERED PARTY:
Mendocino County Office of Education
Northern California Schools Insurance Group
2240 Old River Road
Ukiah CA 95482

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 COVERAGE DOCUMENTS BELOW.

ENTITIES AFFORDING COVERAGE:
ENTITY A: Northern California Schools Insurance Group
ENTITY B: Northern California ReLiEF
ENTITY C:
ENTITY D:
ENTITY E:

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY 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 HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
A/B	**GENERAL LIABILITY** [✓] GENERAL LIABILITY [ ] CLAIMS MADE [✓] OCCURRENCE [✓] GOVERNMENT CODES [✓] ERRORS & OMISSIONS [ ] SEXUAL ABUSE AND MOLESTATION [ ]	NCR 00600-33	7/1/2024 7/1/2025	$ 1,000	COMBINED SINGLE LIMIT EACH OCCURRENCE $ 1,000,000
A/B	**AUTOMOBILE LIABILITY** [✓] ANY AUTO [✓] HIRED AUTO [✓] NON-OWNED AUTO [✓] GARAGE LIABILITY [✓] AUTO PHYSICAL DAMAGE	NCR 00600-33	7/1/2024 7/1/2025	$ 1,000	COMBINED SINGLE LIMIT EACH OCCURRENCE $ 1,000,000
A/B	**PROPERTY** [✓] ALL RISK [✓] EXCLUDES EARTHQUAKE & FLOOD [ ] BUILDER'S RISK	NCR 00600-33	7/1/2024 7/1/2025	$ 5,000	$ 500,250,000 EACH OCCURRENCE
A/B	**STUDENT PROFESSIONAL LIABILITY**	NCR 00600-33	7/1/2024 7/1/2025	$ 1,000	$ Included EACH OCCURRENCE
	WORKERS COMPENSATION [ ] EMPLOYERS' LIABILITY			$	[ ] WC STATUTORY LIMITS [ ] OTHER $ E.L. EACH ACCIDENT
	EXCESS WORKERS COMPENSATION [ ] EMPLOYERS' LIABILITY			$	$ E.L. DISEASE - EACH EMPLOYEE $ E.L. DISEASE - POLICY LIMITS
A/B	**OTHER** Auto Physical Damage Comprehensive & Collision	NCR 00600-33	7/1/2024 7/1/2025	$ $ 1,000	Included

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS:
Proof of Coverage Only

Entity A: Member Retained Limit of $150,000

CERTIFICATE HOLDER:
Proof of Coverage Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS

Brett Faulknor
AUTHORIZED REPRESENTATIVE

www.eCertsOnline.com

DISCLAIMER

The Certificate of Coverage on the reverse side of this form does not constitute a contract between the issuing entity(ies), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the coverage documents listed thereon.

Northern California Schools Insurance Group
Northern California ReLiEF

CERTIFICATE OF COVERAGE

Issue Date 4/1/2025

ADMINISTRATOR: LICENSE # 0B01094

InterWest Insurance Services, LLC
310 Hemsted Drive #200
Redding, CA 96002-0935

Joy Moll . License No. 0G75780
jmoll@iwins.com

COVERED PARTY:

Leggett Valley Unified School District
Northern California Schools Ins. Group
P.O. Box 186
Leggett CA 95585

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 COVERAGE DOCUMENTS BELOW.

ENTITIES AFFORDING COVERAGE:

ENTITY A: Northern California Schools Insurance Group
ENTITY B: Northern California ReLiEF
ENTITY C:
ENTITY D:
ENTITY E:

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY 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 HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
A/B	**GENERAL LIABILITY** [✓] GENERAL LIABILITY [ ] CLAIMS MADE [✓] OCCURRENCE [✓] GOVERNMENT CODES [✓] ERRORS & OMISSIONS [ ] SEXUAL ABUSE AND MOLESTATION [ ]	NCR 00600-33	7/1/2024 7/1/2025	$ 1,000	COMBINED SINGLE LIMIT EACH OCCURRENCE $ 1,000,000
A/B	**AUTOMOBILE LIABILITY** [✓] ANY AUTO [✓] HIRED AUTO [✓] NON-OWNED AUTO [✓] GARAGE LIABILITY [✓] AUTO PHYSICAL DAMAGE	NCR 00600-33	7/1/2024 7/1/2025	$ 1,000	COMBINED SINGLE LIMIT EACH OCCURRENCE $ 1,000,000
A/B	**PROPERTY** [✓] ALL RISK [✓] EXCLUDES EARTHQUAKE & FLOOD [ ] BUILDER'S RISK	NCR 00600-33	7/1/2024 7/1/2025	$ 5,000	$ 500,250,000 EACH OCCURRENCE
A/B	**STUDENT PROFESSIONAL LIABILITY**	NCR 00600-33	7/1/2024 7/1/2025	$ 1,000	$ Included EACH OCCURRENCE
	WORKERS COMPENSATION [ ] EMPLOYERS' LIABILITY			$	[ ] WC STATUTORY LIMITS [ ] OTHER $ E.L. EACH ACCIDENT
	EXCESS WORKERS COMPENSATION [ ] EMPLOYERS' LIABILITY			$	$ E.L. DISEASE - EACH EMPLOYEE $ E.L. DISEASE - POLICY LIMITS
A/B	**OTHER** Auto Physical Damage Comprehensive & Collision	NCR 00600-33	7/1/2024 7/1/2025	$ $ 1,000	Included

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS:

Proof of Coverage Only

Entity A: Member Retained Limit of $150,000

CERTIFICATE HOLDER:

Proof of Coverage Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS

41 Brett Faulknor — AUTHORIZED REPRESENTATIVE

DISCLAIMER

The Certificate of Coverage on the reverse side of this form does not constitute a contract between the issuing entity(ies), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the coverage documents listed thereon.

ATTACHMENT H
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM FORM

A. Applicant Information

Legal Name of Organization:	Mendocino County Office of Education
Mailing Address:	2240 Old River Road
City, State, Zip Code:	Ukiah, CA 95482
Contact Person Name:	Heather Rantala
Title:	Assistant Superintendent of Business and Administrative Services
Email Address:	hrantala@mcoe.us
Telephone Number:	707-467-5034
UEI Number:	NUFFNLYAA4C1
Registered on SAM.gov:	Yes / No SAM Registration Expiration Date: 5/8/2025

B. Project Description

Project Name:	Whale Gulch School Fire Alarm Expansion Project
Project Location:	76811 Usal Road
City, State, Zip:	Whitehorn, CA 95589

Brief Project Description. *Please limit response to no more than half a page*

Our project aims to expand the existing fire alarm system to encompass the entire campus, ensuring full compliance with California Education Code § 17074.52 and creating a safer environment for all students and staff. Specific objectives include:

1. Achieve 100% coverage of student and staff occupied areas with monitored fire alarm systems
2. Address critical safety vulnerabilities in currently unprotected areas
3. Implement a unified, code-compliant fire safety infrastructure
4. Minimize educational disruption during system installation

C. Project Eligibility Section

1. This project is located in an eligible area Yes / No View Map

Activities may qualify for CDBG assistance if the activity will benefit all the residents of a primarily residential area where at least 51% of the residents are low- and moderate-income persons, i.e. area-benefit (LMA).

2. This project meets at least one of the HUD national objectives listed below:

- [x] Benefits low/moderate income individuals/households
- [x] Addresses the prevention or elimination of slums or blight

3. Check one statement below that best describes HOW this project or activity meets one of the CDBG National Objectives above:

- [ ] L/M Area Benefit: the project meets the identified needs of low/moderate income persons residing in an area where at least 51% of those residents are low/moderate income persons. The benefits of this type of activity are available to all persons in the area regardless of income. Examples: street improvements, water/sewer lines, neighborhood facilities, facade improvements in neighborhood commercial districts.

- [x] L/M Limited Clientele: the project benefits a specific group of people (rather than all the residents in a particular area), at least 51% of whom are low/moderate income persons. The following groups are presumed to be low/moderate: abused children, elderly persons, battered spouses, homeless, handicapped, illiterate persons. Examples: construction of a senior center, public services for the homeless, meals on wheels for elderly, construction of job training facilities for the handicapped.

- [ ] L/M Housing: the project adds or improves permanent residential units that will be occupied by low/moderate income households upon completion. Housing can be either owner or renter occupied units in either one family or multi-family units. Rental units for low/moderate income persons must be occupied at affordable rents. Examples: property acquisition for permanent housing, permanent housing rehabilitation, and conversion of non-residential units into permanent housing

- [ ] L/M Jobs: the project creates or retains permanent jobs, at least 51% of which are taken by low/moderate income persons or considered to be available to low/moderate income persons. Examples: loans to pay for the expansion of a factory, assistance to a business which has publicly announced its intention to close w/resultant loss of jobs, a majority of which are held by low/moderate persons.

☐ Microenterprise Assistance: the project assists in the establishment of a microenterprise or assists persons developing a microenterprise. A microenterprise is defined as having five or fewer employees, one or more of whom owns the business.) This activity must benefit low/moderate income persons, area or jobs as defined in previous sections.

☑ Slum or Blighted Area: the project is in a designated slum/blight area and the result of this project addresses one or more of the conditions that qualified the area.

☑ Spot Blight: the project will prevent or eliminate specific conditions of blight or physical decay outside a slum area. Activities are limited to clearance, historic preservation, rehabilitation of buildings, but only to extent necessary to eliminate conditions detrimental to public health and safety. Examples: historic preservation of a public facility threatening public safety, demolition of a deteriorated, abandoned building.

4. Indicate how the project or activity meets one of the CDBG Eligible Activities:

☐ Acquisition of Real Property

☑ Public Facilities and Improvements and Privately-Owned Utilities

☑ Code Enforcement

☐ Clearance, Rehabilitation, Reconstruction, & Construction of Buildings (including Housing)

☐ Architectural Barrier Removal

☐ Loss of Rental Income Public Services
(not eligible for Program Income funding)

☐ Payment of Non-Federal Share Relocation

☐ Planning and Capacity Building
(not eligible for Program Income funding)

☐ Planning Related to Another Activity
(not eligible for Program Income funding)

☐ Assistance to For Profit-Businesses

☐ Housing Services

☐ Microenterprise Assistance

☐ Homeownership Assistance

☐ Lead Based Paint Hazard Evaluation and Reduction

☐ Disposition of Real Property

D. Budget & Use of Funds

* HCD encourages CDBG funds be utilized as *gap funding*. A gap is defined as the amount of funding necessary to run a program after all other funding sources have been identified, thus leveraging is very important in the application process. Please continue budget on an additional page if needed.

Project Funding				
Budget Line Item	**Total Project Budgeted Amount**	**Requested CDBG Funds**	**Funding Leveraged From Other Sources**	**Name of Other Sources**
ACTIVITY				
Fire Alarm System Upgrade/Expansion	$45,000	$45,000	TBD	Loan/Financing
Electrical Upgrades	$20,000	$20,000	TBD	Loan/Financing
ACTIVITY DELIVERY				
Installation of upgraded system				
GENERAL ADMINISTRATION (7% Max)				
TOTALS	$65,000	$65,000	TBD	

E. Proposed Project Accomplishments/Community Benefit

Please briefly describe proposed project accomplishment(s) if funding is awarded in the questions below. (Accomplishments must be described in terms of households served, people served, businesses created, housing units created, jobs created or public facilities undertaken. Example: This program will serve 485 LMI individuals, this program will create 25 jobs, etc.)

For reference the 2024 HUD income limit standards for Mendocino County are provided below

	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons
0% - 30% AMI Extremely Low Income	$19,000	$21,700	$25,820	$31,200	$36,580	$41,960	$47,340
31% - 50% AMI Very Low Income	$31,650	$36,200	$40,700	$45,200	$48,850	$52,450	$56,050
51% - 80% AMI Low Income	$50,650	$57,850	$65,100	$72,300	$78,100	$83,900	$89,700

1. **Unduplicated Participants –**
   How many people will this project serve? Please provide the number of unduplicated participants the CDBG grant would support each year. An unduplicated participant is counted only once per fiscal year. If there are other funding sources, focus on the percentage this grant would serve.

Unduplicated Participants			
Year 1 *(12 mo.)*	**Year 2** *(12 mo.)*	**Year 3** *(9 mo.)*	**Total**
43	43	43	129

What is the total estimated number of persons to be served by this project?

	# of Clients
Extremely Low Income (0%-30% AMI)	14
Very Low Income (31%-50% AMI)	14
Low Income (51%-80% AMI)	15
Moderate Income (81%-120% AMI)	
Above Moderate Income (120%+ AMI)	

	# of Clients
Youth (0-18 years)	43
Adults (19-61 years)	
Seniors (62+ years)	
Disabled Individuals	4
Other Special Needs	34

2. **Milestones/Service Units** – A unit of service is something that will be tracked every month (i.e. job, meal, shelter night, etc.). List the activity name, define what one unit of service is, and state how many units of service you plan to provide each year for the proposed CDBG project.

Activity 1: Submission of Fire Alarm System design to local Authority Having Jurisdiction for Approval. Approval by AHJ shall be considered one unit of service as 100% of Activity 1.

Unit of Service: Approval
Activity Goal:

Year 1 *(12 mo.)*	**Year 2** *(12 mo.)*	**Year 3** *(9 mo.)*	**Total**
1 (100%)			

Activity 2:	Installation of Fire Alarm System in the Elementary and Junior High buildings. Unit of Service will be the completion of each building for a total of 2 units.

Unit of Service:
Activity Goal:

Year 1 *(12 mo.)*	Year 2 *(12 mo.)*	Year 3 *(9 mo.)*	Total
2 units (100%)			

Activity 3:

Unit of Service:
Activity Goal:

Year 1 *(12 mo.)*	Year 2 *(12 mo.)*	Year 3 *(9 mo.)*	Total

3. Outcomes– Please provide outcome measures as a percentage, highlighting the specific results the project aims to achieve. Include the measurement tools you will use and explain how the project will assess results to determine the achieved percentage.

Outcome Measure #1:	Successful installation of Fire alarm system including connection of monitoring system.

Measurement Methodology: Fire alarm including external monitor confirmation test.

Outcome Goal:

Year 1 *(12 mo.)*	Year 2 *(12 mo.)*	Year 3 *(9 mo.)*	Total
100%			

Outcome Measure #2:

Measurement Methodology:

Outcome Goal:

Year 1 *(12 mo.)*	Year 2 *(12 mo.)*	Year 3 *(9 mo.)*	Total

Outcome Measure #3:

Measurement Methodology:

Outcome Goal:

Year 1 *(12 mo.)*	Year 2 *(12 mo.)*	Year 3 *(9 mo.)*	Total
0	0		

4. Provide a detailed description of the proposed project including how the activity will address the well-defined community need. Identify whether the activity is new, ongoing, or expanded from previous years and how it aligns with existing community plans.

See attachment titled Attachment H. Section E. 4.

5. Identify the accomplishments you intend to achieve with this activity. Provide an activity time frame / schedule.

Timeline

The project will be completed within a 12-month period, structured as follows:
Months 1-3: System design and engineering review
Months 4-6: Procurement of equipment and contractor scheduling
Months 7-10: Phased installation of alarm infrastructure
Months 11-12: Testing, certification, and staff training

Expected Outcomes

1. Full compliance with California Education Code fire safety requirements
2. Enhanced emergency response capabilities across campus
3. Improved safety protocols for students and staff
4. Establishment of a comprehensive fire safety system in our rural school setting

F. Project Administration & Monitoring *Limit each response to no more than half a page*

1. Describe how the project will be managed and administered, included proposed staff, their time and functions, noting whether these positions are current or new, pending this award.

Mendocino County Office of Education Maintenance & Operations Director, Ryan Bartow, will assist Leggett Valley Unified School District Superintendent, Joanie Potter, with Architectural and Engineering procurement, ensuring compliance with required processes. Joanie will act as project manager as part of her existing role as Superintendent, overseeing the procurement process, building the proposal evaluation panel, and providing recommendation of award to the Leggett Valley School Board. Ryan will provide technical assistance to Joanie during the procurement process and evaluation.

2. Briefly describe your agency's mission and history. Include a description of your agency's experience in providing the proposed services.

The Mendocino County Office of Education (MCOE), established in 1857, is committed to enhancing educational opportunities and supporting the success of students throughout Mendocino County. Its mission is to provide leadership, advocacy, and services that improve educational outcomes, with an emphasis on fostering equity and excellence in local schools.

With a long history of supporting education in the region, MCOE plays a vital role in providing oversight and assistance to school districts and charter schools, including overseeing facility projects for small, rural schools in the county. MCOE offers support in conducting facility needs assessments, assisting with facility master planning, and helping secure funding for school construction and renovation projects. In collaboration with the California Department of Education (CDE), MCOE is currently working to ensure that all districts in Mendocino County have the necessary resources and guidance to address their facility needs, including assisting with funding applications and ensuring compliance with state regulations and best practices in facility management.

3. Identify any other agencies, partners or consultants in this activity and define the roles and responsibilities of these partners.

In addition to collaborating with the California Department of Education (CDE) and the Division of State Architects (DSA), the Mendocino County Office of Education (MCOE) will work closely with several key local agencies on this project. This includes the Leggett Valley Unified School District (LVUSD), which serves the educational needs of the Leggett Valley community, and the Whale Gulch School Education Association (WGSEA), a non-profit 501(c)(3) organization dedicated to supporting the educational mission of Whale Gulch School. A lease agreement is in place between LVUSD and WGSEA, which facilitates the continued partnership and collaboration between the district and the association. These efforts will ensure a coordinated approach to addressing facility needs and providing the necessary support for the success of the schools and students in these districts.

4. Explain how your agency collects and reports client and customer service data, including income, race/ethnicity, and disability data.
Leggett Valley Unified School District (LVUSD) systematically collects and reports comprehensive student data, including income, race/ethnicity, and disability status, through key systems such as the California Longitudinal Pupil Achievement Data System (CALPADS), Special Education Information System (SEIS), and other relevant platforms. This data is essential for monitoring student progress and ensuring equitable access to educational opportunities across the district. The Mendocino County Office of Education (MCOE) has direct access to this data and provides critical oversight, support services, and guidance to ensure compliance with state and federal reporting requirements. MCOE collaborates closely with LVUSD to analyze the data, identify specific student needs, and assist with resource allocation and strategic educational planning. As reflected in the CALPADS snapshot for the 2024-25 school year, Whale Gulch School—serving students from elementary through high school as a vital small school—has a total enrollment of 43 students. Of these, 32 students qualify for free or reduced-price meals, indicating a high level of socio-economic disadvantage. Additionally, 2 students are classified as English Learners, 1 student qualifies under Title III Immigrant status, and 4 students have disabilities. This data underscores the significant, diverse needs of the student body, emphasizing the importance of targeted, responsive support and resources to ensure the academic success and well-being of every student.

Please be advised that the following documents will be necessary for organizations to demonstrate compliance with CDBG program eligibility requirements, should their project be selected for further consideration by the County of Mendocino.

a. **Articles of Incorporation and Bylaws** (submit any amendments).

b. **Current Policy & Procedures Manual.** Include current policy prohibiting discrimination, grievance procedures, procurement procedures and conflict of interest requirements for both employees and clients.

c. **Current Nonprofit Determination.** Submit current determination letters from the federal Internal Revenue Service and the State Franchise Tax Board listing the organization's current name and address documenting the organization is tax exempt.(for nonprofits)

d. **Current List of Board of Directors.** Include the current name, telephone number, address, occupation or affiliation of each member, and service term. Identify the principal officers of the governing body.

e. **Current Authorization to Request Funds.** Submit the governing body's authorization to submit the funding request. This consists of copies of the resolution (if applicable) and/or of the minutes of the meeting in which the governing body's resolution, motion, or other official action is recorded authorizing the funding request.

f. **Current Designation of Authorized Official.** Documentation must be submitted of the governing body's action authorizing the representative(s) of the agency to negotiate for and contractually bind the agency. This consists of a signed letter from the Chairperson or Secretary of the governing body providing the name, title, address, and telephone number of each authorized individual.

g. **Current Organizational Chart.** Include the organization's current administrative framework and staff positions.

h. **Current Financial Statement and Audit and Management Letter,** if applicable. Also, if applicable, describe any actions taken to correct identified findings or concerns.

i. **Résumés of Chief Program Administrator and Chief Fiscal Officer**

G. Authorization

The applicant hereby assures and certifies compliance all applicable federal, state, and local laws, regulations, policies, and requirements (including, but not limited to 2 CFR Part 200), as they relate to the acceptance and use of CDBG and local funds by eligible organizations. Also, the applicant assures and certifies the following information:

1. It possesses legal authority to make a grant submission and to execute an eligible CDBG program;
2. The agency's governing body will adopt or pass as an official act a resolution, motion or similar action authorizing the person identified as the official representative of the corporation to submit a funding application and all associated information and assurances;
3. It will affirmatively further fair housing.
4. It will implement the requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) and implementing regulations at 24 CFR Part 35.
5. It will comply with Uniform Federal Accessibility Standards at 24 CFR Part 40, Appendix A, as they related to major rehabilitation or conversion.

6. The grant will be conducted and administered in compliance with:

a. Title VI of the Civil Rights Act of 1964 (Public Law 88-352; 42 U.S.C. 2000d et seq.), as amended, and implementing regulations issued at 24 CFR Part 1; ans

b. Title VIII of the Civil Rights Act of 1968 (Public Law 90-284; 42 U.S.C. 3601 et seq.), as amended, implementing regulations issued at 24 CFR Part 107, and Executive Order 11063; and

c. Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 (Public Law 93-383; U.S.C. 5301 et seq.), as amended; and

d. Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112; 29 U.S.C. 794), as amended; and

e. Executive Order 11246, the implementing regulations issued at 41 CFR Chapter 60, and the Development Act of 1968 (12 U.S.C. 1701u; and

f. The Age Discrimination Act of 1975 (Public Law 94-135; U.S.C. 6101), as amended.

g. Presidential Executive Order 13166 ("Improving Access to Services for Persons with Limited English Proficiency"); and

h. Executive Orders 11625, 12432 and 12138, encouraging the use of minority and women-owned business enterprises in connection with activities funded under this grant.

As a duly authorized representative of the Agency, I submit this application to the JURISDICTION and verify, under penalty of perjury under the laws of the State of California or of the JURISDICTION, that the information contained herein is, to the best of my knowledge, true, correct and complete. (Attach documentation that verifies the signer has the authority to submit this application and execute the contract).

AUTHORIZED SIGNATURE:	Heather Rantala
Date:	April 3, 2025
NAME (Please Print):	Heather Rantala
TITLE:	Assistant Superintendent of Business and Administrative Services

Project Description and Community Need

Whale Gulch School serves a vital role in its rural community, providing education to students in an area that is geographically isolated. The school is located approximately 90 minutes away from other district schools, making it difficult for families to access alternative education options. Many of our families are already facing significant hardships due to the remoteness of the area, and the long commute to neighboring schools exacerbates the challenges.

The proposed project involves rebuilding Whale Gulch School to meet ADA accessibility requirements and achieve DSA approval. This includes significant infrastructure improvements to bring the building up to code and ensure it is accessible to all students. Currently, the school is not ADA-compliant, which creates barriers for students with disabilities and limits their ability to participate fully in their education. The proposed upgrades will create a fully accessible and safe environment for all students, ensuring equal access to education and meeting legal standards.

How the Project Addresses the Community Need

The rebuilding of Whale Gulch School directly addresses the well-defined community need for accessible and safe educational facilities. For families in this rural area, Whale Gulch School is a critical institution. Without it, students would be forced to endure long daily commutes to attend the nearest schools, which contributes to absenteeism, educational disruption, and increased stress on both students and families. By upgrading the facilities to be ADA-compliant and DSA-approved, this project will ensure that all students—regardless of their physical needs—are able to attend school locally, participate fully, and remain in an environment conducive to learning.

Additionally, this project supports our district's broader goals of providing equitable education to all students. The 2024-25 school year's unduplicated pupil count (UPC) for LVUSD is 78%, with a significant portion of students eligible for free or reduced-price meals, as well as being homeless or foster youth. Additionally, 9% of the student population currently attending Whale Gulch Schools are students with disabilities. These vulnerable students will benefit from a safe and accessible school environment, where they can remain engaged in their education and achieve success without the added burden of physical barriers.

New or Ongoing Activity & Alignment with Community Plans

The rebuilding of Whale Gulch School is a new activity that aligns with the community and district plans for the district and will address a longstanding issue that has not been

fully addressed due to a lack of resources. This project has become increasingly urgent as the condition of the school building has deteriorated and as the district has experienced challenges in accessing funding through traditional means. LVUSD has limited bonding capacity, and it is unlikely that a bond measure would be approved in this rural area. Furthermore, Whale Gulch School is not eligible for Proposition 2 funding to modernize facilities. As a result, this project is critical to ensure that Whale Gulch School can continue to serve its students and meet the needs of its community.

The proposed project aligns with the district's long-term educational goals and community plans. We are committed to providing all students with a safe, accessible, and high-quality education, regardless of their physical needs or geographical location. The proposed upgrades to Whale Gulch School will support these goals by making the facility more accessible, sustainable, and supportive of the academic success of our most vulnerable students.

Conclusion

The improvements to Whale Gulch School are a critical step in ensuring that our students remain in school and have access to an environment where they can thrive. This project directly addresses the need for safe, accessible facilities in our rural community and will reduce the barriers that students currently face. We urge your support for the Mendocino County Office of Education's application for CDBG funding to make this vital project a reality.

Acknowledgement of Receipt of Addenda

March 31, 2025

Dear County of Mendocino,

This letter serves as an acknowledgement of receipt of the following addenda related to the County of Mendocino Request for Proposal (RFP) No. 011-25, Community Development Block Grant (CDBG) Program Use of Program Income Funds & 2025 NOFA Application Projects:

- Addendum No. 1: Attachment H - Community Development Block Grant (CDBG) Program Form
- Addendum No. 2: Vendor Inquiries/Mendocino County Responses

We confirm that we have received the aforementioned addenda and understand the information contained therein. We acknowledge that these addenda form part of the official documents related to the Request for Proposal and are fully incorporated into the proposal we are submitting.

Please feel free to contact us should you require any additional information or clarification.

Sincerely,

Heather Rantala

Heather Rantala
Assistant Superintendent, Business and Administrative Services

MENDOCINO COUNTY
OFFICE OF EDUCATION

RFP 011-25 PROPOSAL

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM USE OF PROGRAM INCOME FUNDS & NOFA APPLICATION PROJECTS

WHALE GULCH SCHOOL MINOR ADA PATHWAY IMPROVEMENTS

PREPARED FOR:
County of Mendocino

PREPARED BY:
MCOE



ATTACHMENT A
PROPOSAL SUMMARY AND STATEMENT OF RESPONSIBILITY (SIGNATURE PAGE)

County of Mendocino
Executive Office

RFP No. 01125
CDBG Projects

RFP No.	**011-25**
RFP Issue Date:	**March 3, 2025**
RFP Submission Deadline:	**April 3, 2025**

Proposals must be enclosed in a sealed envelope or package, clearly marked "Mendocino County RFP No. 011-25", and delivered by 2:00 p.m. April 3, 2025 to: Mendocino County Executive Office, Attn: Kelly Hansen, 501 Low Gap Road, Room 1010, Ukiah, CA 95482.

Questions regarding this RFP should be directed to:

- Procedural inquires: Kelly Hansen
  Administrative Analyst II
  (707) 463-4441
  grantsdivision@mendocinocounty.gov

This Proposal Summary and Statement of Responsibility (Signature Page) must be included with your submittal in order to validate your proposal. Proposals submitted without this page will be deemed non-responsive.

Vendor Authorized Representative

Company Name: Mendocino County Office of Education
Date: April 3, 2025
Representative: Heather Rantala
Title: Assistant Superintendent of Business and Administrative Services
Phone: 707-467-5034
Address: 2240 Old River Rd., Ukiah, CA 95482
Fax:
Federal Tax ID No.: 94-6002711
Email: hrantala@mcoe.us

RFP Contact Information (if different then above)

Contact Person:
Title:
Phone:
Fax:
Address:
Email:

Certifications:

1. Do you agree to comply with specifications, RFP instructions, draft contract requirements and other pertinent references contained in this RFP?

   ☒ YES ☐ NO

2. Do you agree that the proposal will stand firm and will not be withdrawn for a period of 90 days after the proposal is opened?

   ☒ YES ☐ NO

3. Do you certify that all statements in the proposal are true? This shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy authorized by law, and shall include the right, at the option of the County, of declaring any contract made as a result thereof to be void.

   ☒ YES ☐ NO

4. Do you agree to provide the County with any other information the County determines is necessary for accurate determination of your qualifications to provide services

   ☒ YES ☐ NO

5. Do you agree that the proposal amount includes all costs incident to the proposed contract?

   ☒ YES ☐ NO

6. Do you agree to be an ePayable as described in Attachment G- Sample Mendocino County Contract?

   ☒ YES ☐ NO

To the best of my knowledge and belief, the information provided in this initial determination of responsibilities is true and correct.

Authorized Representative:	Heather Rantala (Printed name)
Signature:	Heather Rantala
Date:	April 3, 2025

ATTACHMENT B
PROPOSAL CHECK LIST/TABLE OF CONTENTS

This proposal checklist identifies the various components that must be submitted with your proposal. This form is to be completed and included in the proposal and must be located directly behind Attachment A.

Follow this sequence in presenting your proposal with the checklist serving as your table of contents.

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Executive Summary

The Mendocino County Office of Education (MCOE) is submitting this proposal on behalf of Leggett Valley Unified School District (LVUSD) to secure funding for the execution of critical facility upgrades at Whale Gulch School, a vital resource for the local community. Whale Gulch School, a cornerstone of education for 43 students, serves a high percentage of socio-economically disadvantaged students, English Learners, students with special needs, and foster or homeless youth. Located approximately 1.5 hours from the district's main campus in Leggett, Whale Gulch School plays a pivotal role in supporting this underserved community.

This proposal seeks funding to support facility upgrades needed to bring Whale Gulch School into compliance with Division of State Architect (DSA) approval standards and ensure the safety and well-being of its students. The sidewalk pathways and railings are known areas of deficiency that need immediate attention. These improvements are critical not only to meet regulatory standards but also to maintain the school's liability insurance coverage, which will continue only as long as the district shows progress toward meeting DSA approval.

ADA Compliance for Pathways: Whale Gulch School's current pathways do not meet ADA compliance due to improper slope and lack of necessary railings. These deficiencies create barriers for students, particularly those with mobility challenges or disabilities, preventing them from accessing classrooms, bathrooms, and other key areas of the school independently and safely. This project will include the construction of ADA-compliant pathways, including proper slope adjustments and installation of necessary railings, ensuring all students can safely navigate the school. This upgrade is essential for ensuring equal access to education and opportunities for all students, including those with special needs and disabilities.

DSA Approval and Insurance Coverage: Recently, it was discovered that Whale Gulch School had not gone through the required Division of State Architect (DSA) approval process decades ago, which has resulted in a lack of coverage for this portion of the school under the district's liability insurance. While insurance will continue to cover the school, it is contingent upon the district demonstrating progress toward meeting DSA approval requirements. A separate application for funding was requested through this RFP that will allow the district to hire an architect to perform a thorough analysis of the facility's needs and develop a comprehensive plan to achieve DSA compliance. In the meantime, addressing the sidewalk pathways and railings—known issues that require immediate attention—will ensure that the district maintains its insurance coverage while a long-term plan is developed.

Community Demographics and Low-Income Status: Although Whale Gulch School's community does not meet the 51% Low to Moderate Income (LMI) threshold by less than 2% (LMI is 49.4%), this data does not fully reflect the economic reality of the school's student population. Nearly 80% of the students at Whale Gulch School qualify for free or reduced-price meals, which is a more accurate indicator of the community's low-income status. This discrepancy in LMI data stems from the broader community's demographic makeup and does not capture the actual socio-economic challenges faced by the families of Whale Gulch School students. The data, therefore, understates the true extent of the school's need for support.

National Objective Alignment:

1. **Low/Moderate Job Creation or Retention (LMJ):** This project is aligned with the National Objective of creating and retaining permanent jobs for low and moderate-income individuals, including continuing employment for the Whale Gulch School staff. By supporting construction efforts for these critical upgrades, the project will generate employment opportunities for local workers. These jobs will provide stable, full-time employment for low and moderate-income individuals in the community. This aligns with the objective to promote economic development and job opportunities for those in need, creating a direct benefit for the community.

2. **Urgent Need due to Immediate Threat to Health or Welfare:** The need for these upgrades is urgent. The existing safety and accessibility issues pose a serious and immediate threat to the health and welfare of the school's students and staff. The ADA non-compliance of pathways creates barriers for students with disabilities to access essential school facilities safely. These deficiencies create an unsafe environment that threatens the well-being of students and staff. By addressing these urgent safety concerns, the project seeks to mitigate immediate risks to health and welfare, ensuring that Whale Gulch School remains a safe and accessible learning environment.

Due to the small, rural nature of the district and its limited bonding capacity, LVUSD is unable to complete these essential facility upgrades without external funding. The district's low bonding capacity makes it nearly impossible that a bond measure would pass if put to a vote, further underscoring the need for this grant. The additional application submitted for funding for planning will enable Whale Gulch School to hire an architect to conduct the necessary analysis and develop a comprehensive plan to meet DSA standards. The immediate upgrades to the sidewalk pathways and railings included in this application will ensure the school can continue to operate safely while work towards full DSA compliance progresses. This proposal will enable Whale Gulch

School to continue serving its critical role in providing education to a diverse, low-income community. MCOE, in partnership with LVUSD and the Whale Gulch School Education Association, will oversee the planning and execution of these improvements to ensure the school's facilities meet all necessary safety and accessibility standards.

Key Personnel

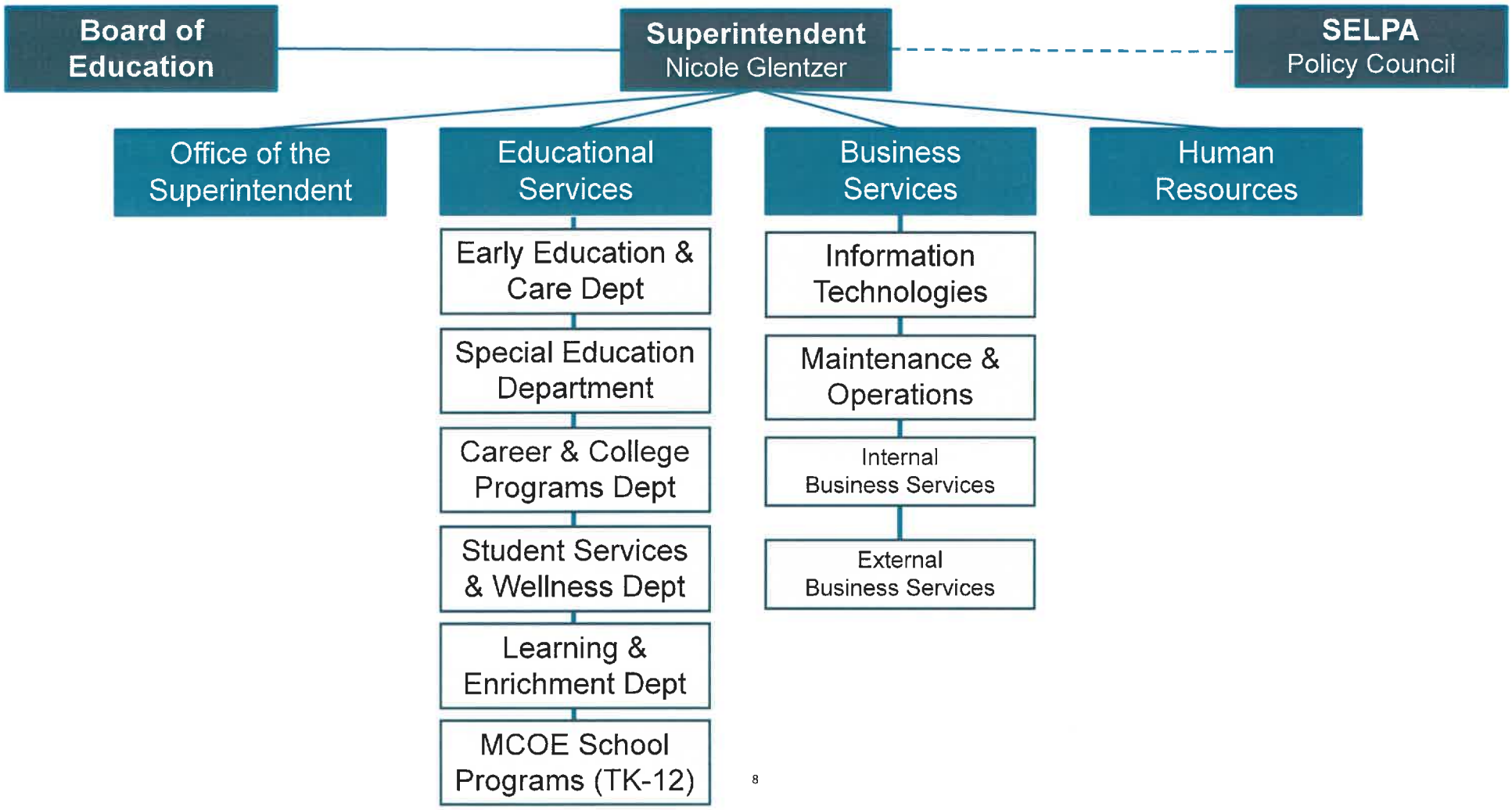
Nicole Glentzer
Position: Superintendent of Schools

Heather Rantala
Position: Assistant Superintendent of Business and Administrative Services

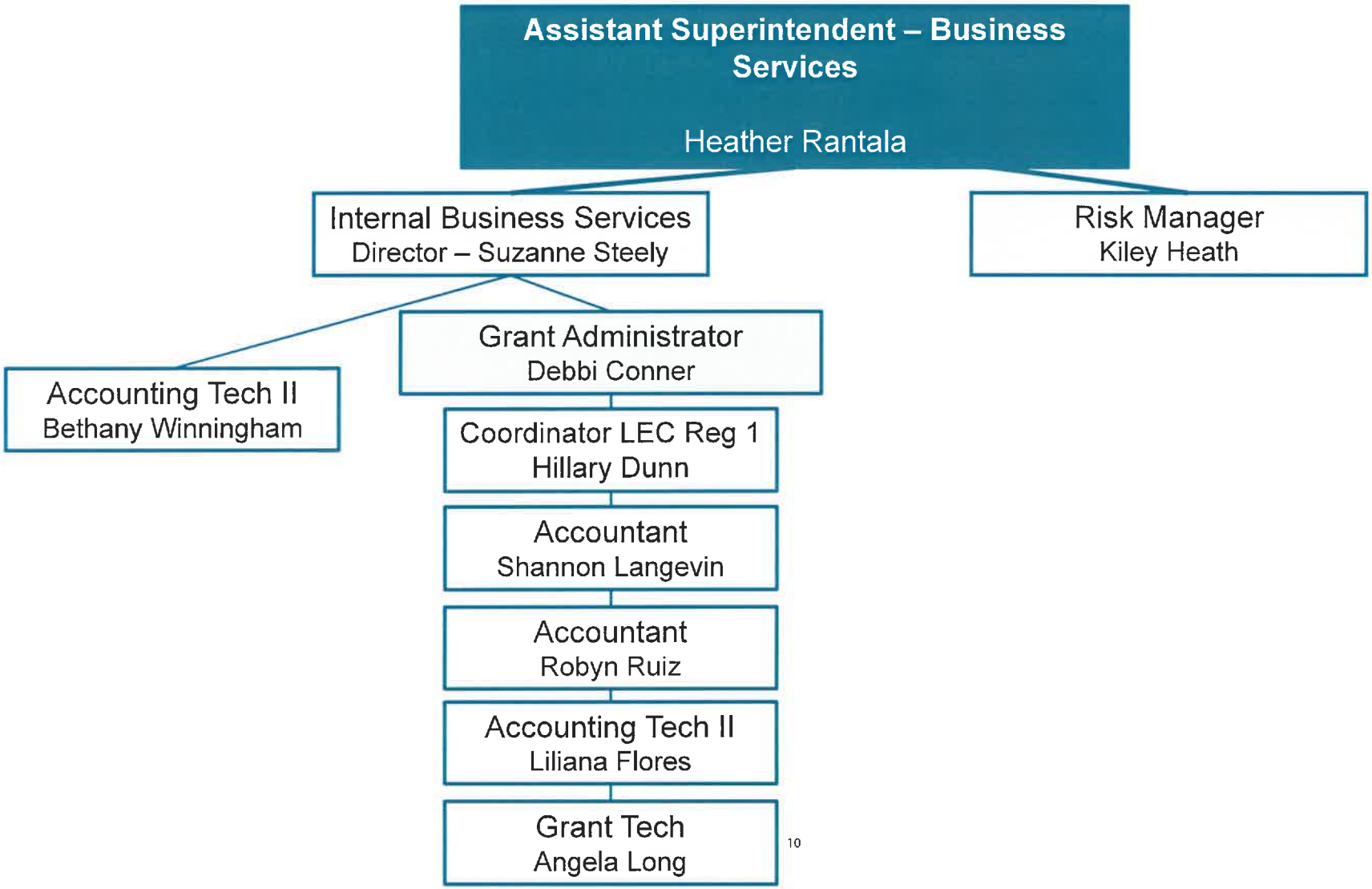
Suzanne Steely
Position: Director of Internal Business

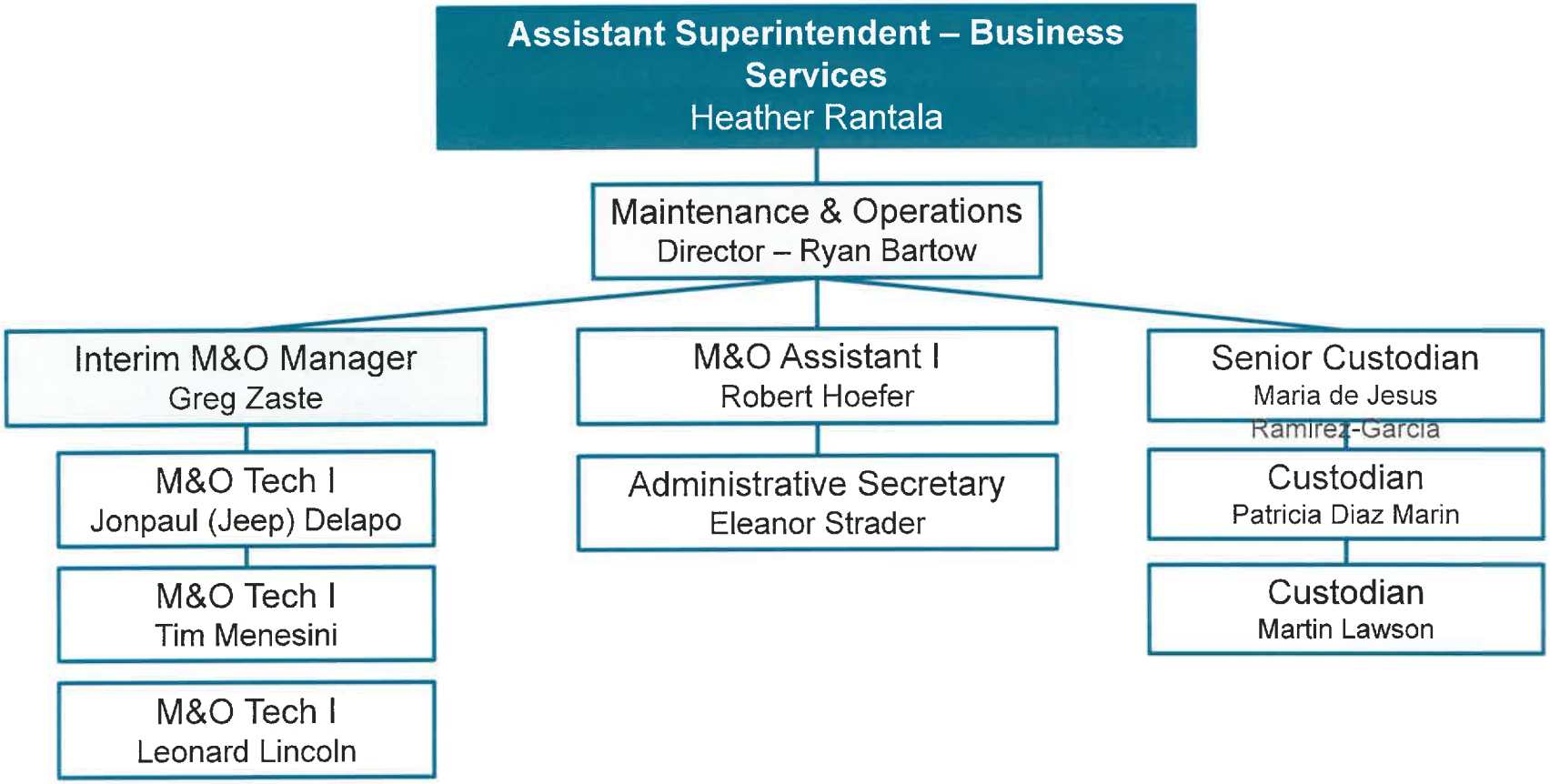
Ryan Bartow
Position: Director of Maintenance and Operations

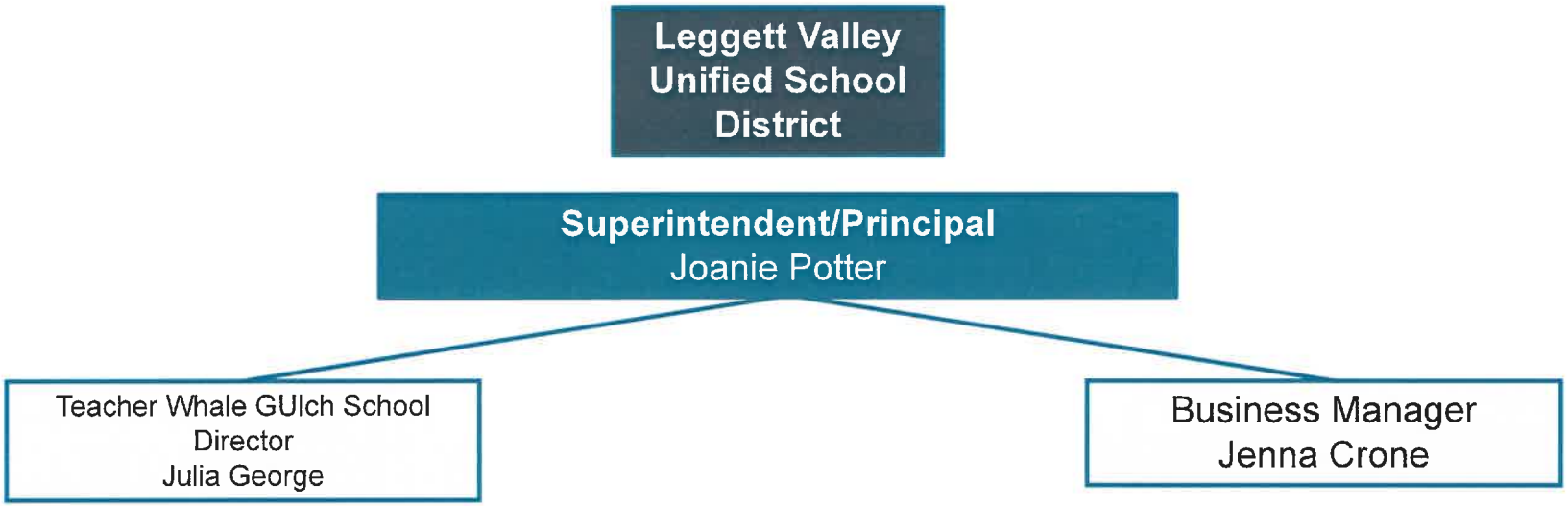
Nadia Tipton
Position: Confidential Administrative Secretary


Board of Education
Superintendent
Nicole Glentzer
SELPA
Policy Council
Office of the Superintendent
Educational Services
Business Services
Human Resources
Early Education & Care Dept
Special Education Department
Career & College Programs Dept
Student Services & Wellness Dept
Learning & Enrichment Dept
MCOE School Programs (TK-12)
Information Technologies
Maintenance & Operations
Internal Business Services
External Business Services
8


Board of Education
Area 1
President
Marilyn Puget
Area 2
Percilla Stevenson
Area 3
Michelle Hutchins
Area 4
Nancy Bennett
Area 5
Vice President
Donald Cruser


Assistant Superintendent – Business Services
Heather Rantala
Internal Business Services
Director – Suzanne Steely
Risk Manager
Kiley Heath
Accounting Tech II
Bethany Winningham
Grant Administrator
Debbi Conner
Coordinator LEC Reg 1
Hillary Dunn
Accountant
Shannon Langevin
Accountant
Robyn Ruiz
Accounting Tech II
Liliana Flores
Grant Tech
Angela Long
10


Assistant Superintendent – Business Services
Heather Rantala
Maintenance & Operations
Director – Ryan Bartow
Interim M&O Manager
Greg Zaste
M&O Assistant I
Robert Hoefer
Senior Custodian
Maria de Jesus Ramirez-Garcia
M&O Tech I
Jonpaul (Jeep) Delapo
Administrative Secretary
Eleanor Strader
Custodian
Patricia Diaz Marin
M&O Tech I
Tim Menesini
Custodian
Martin Lawson
M&O Tech I
Leonard Lincoln


Leggett Valley Unified School District
Superintendent/Principal
Joanie Potter
Teacher Whale GUlch School Director
Julia George
Business Manager
Jenna Crone

Scope of Services

Project Management & Administration

- **Project Work Plan & Timeline:** This project seeks to address accessibility requirements for a pathway connecting the elementary school building and the restroom building. This project will reconstruct a crucial pathway, remove barriers and meet compliance with current California Building Code standards and Americans with Disabilities Act (ADA) requirements. Funding will be utilized for the construction activities required to complete the project. Leggett Valley School District will fund the design, engineering, and permitting costs for the project.

  The project will be completed within a 12-month period, structured as follows:

  - Month 1: Initial assessments and evaluations of all facilities
  - Months 2-4: Development of detailed construction documents
  - Months 5-6: Submission of plans to the Department of State Architects for Access Compliance
  - Month 7: Competitive procurement of Construction Services as required
  - Months 8-9: Completion of pathway reconstruction

- **Monthly Progress Reports:** MCOE will work with Leggett Valley Unified School District to submit a monthly report to stakeholders, including a summary of completed activities, challenges encountered, and planned next steps. The report will track the progress of the project according to the work plan.

- **Budget Tracking & Invoices:** MCOE will work with Leggett Valley Unified School District to maintain and submit accurate financial reports, including invoices and supporting documentation, in compliance with CDBG guidelines. Additionally, we will ensure that all expenditures align with the project budget.

- **Stakeholder Coordination:** MCOE will work with Leggett Valley Unified School District to document and coordinate meetings and communications with county staff, project partners, and community members. We will ensure transparent and open engagement throughout the project.

Community Engagement & Outreach

- **Community Outreach Plan:** While the Leggett Valley Unified School District is already currently engaging its community, MCOE will work with Leggett Valley Unified School District to develop and execute a strategy to engage relevant community stakeholders, including residents, local businesses, and school staff, parents, and students. The outreach plan will ensure that all key groups are informed and have an opportunity to participate.

- **Public Meetings & Workshops:** MCOE will work with Leggett Valley Unified School district to plan and conduct community meetings and workshops to inform stakeholders about the project, address concerns, and gather input. These meetings will be essential for ensuring that the community is informed and involved in the process.

- **Marketing & Communication Materials:** MCOE will work with Leggett Valley Unified School District to design and distribute communication materials, including social media posts, and website updates, to keep the community informed about the project's progress and opportunities for involvement.

- **Stakeholder Feedback Reports:** MCOE will work with Leggett Valley Unified School District to compile and summarize stakeholder feedback gathered through community meetings, workshops, and other engagement efforts. Provide a report that includes the key input and how it is being addressed in the project.

Compliance & Regulatory Requirements

- **Reporting Requirements by National Objectives:** MCOE will work with Leggett Valley Unified School District to ensure that the project meets the CDBG national objective of benefiting low and moderate-income persons, collect and report the required data, including beneficiary application forms, proof of residence, income verifications, and demographic information for all program participants. This data will be submitted quarterly to the County as part of CDBG reporting requirements.

- **Environmental Review Compliance:** MCOE will work with Leggett Valley Unified School District to complete and submit documentation required for environmental assessments, including any necessary NEPA reviews. Ensure that all environmental compliance requirements are met before the installation begins, including a completed environmental review record and necessary permits.

- **Labor Standards & Davis-Bacon Act Compliance:** MCOE will work with Leggett Valley Unified School District to provide certified payroll records and

labor compliance documentation to ensure that all labor practices comply with federal wage standards.

- **Section 3 Compliance:** MCOE will work with Leggett Valley Unified School District to track and report on hiring and procurement activities to ensure compliance with HUD Section 3 requirements, if applicable, promoting employment and contracting opportunities for low and moderate-income persons.

- **Grant Reports:** MCOE will work with Leggett Valley Unified School District to deliver required narrative and data reports to the County and HCD, detailing project progress, financial expenditures, and any other information necessary for compliance.

Project Implementation & Deliverables

- **Scope of Work Completion:** MCOE will work with Leggett Valley Unified School District to provide evidence of completed work, including ensuring that all architectural and engineering design activities are finished according to the approved plan and meet the necessary safety standards, as required through DSA.

- **Performance Metrics Report:** MCOE will work with Leggett Valley Unified School District to submit data on the project's impact, such as the number of classrooms, staff, and students now covered by the proposed facility updates, including improvements to safety protocols resulting from the project.

- **Before-and-After Documentation:** MCOE will work with Leggett Valley Unified School District to provide before and after documentation, which may include photos, case studies, and testimonials that document the progress of the project, from the initial state to the completed design work.

- **Final Project Report:** MCOE will work with Leggett Valley Unified School District to provide a comprehensive report at the project's conclusion, summarizing achievements, challenges faced during implementation, and lessons learned for future projects.

Closeout & Evaluation

- **Final Financial Reconciliation:** MCOE will work with Leggett Valley Unified School District to submit a final financial report reconciling all project expenses,

ensuring that all costs align with the approved budget and CDBG guidelines.

- **Compliance Closeout Checklist:** MCOE will work with Leggett Valley Unified School District to provide documentation that verifies all grant requirements have been met, including final inspections, approvals, and reports.

- **Final Presentation to County/Funders:** MCOE will work with Leggett Valley Unified School District to deliver a final presentation to the County and any relevant funders, summarizing project outcomes, performance metrics, and lessons learned.

CDBG Project Proposal Requirements

Project Description: The Whale Gulch School Elementary Access Project seeks funding to address accessibility requirements for a pathway connecting the elementary school building and the restroom building. Whale Gulch School is a vital educational facility serving rural northern Mendocino County within the Leggett Valley School District. This project will reconstruct a crucial pathway, remove barriers, and meet compliance with current California Building Code standards and Americans with Disabilities Act (ADA) requirements. Funding will be utilized for the construction activities required to complete the project. Leggett Valley School District will fund the design, engineering, and permitting costs for the project.

1. Perform a comprehensive ADA compliance evaluation of elementary and middle school buildings and interconnecting pathways
2. Create detailed design solutions for accessible routes between all school buildings and restroom facilities
3. Produce construction documents suitable for Department of State Architects (DSA) approval
4. Develop cost estimates and implementation strategies for the construction phase

The expected outcome is to have complete, DSA-ready architectural and engineering design for accessible routes between all school buildings and restroom facilities and to construct ADA-compliant accessible pathways connecting all school facilities.

Eligibility Justification and National Objective: The proposed Whale Gulch School Elementary Accessibility project meets National Objective 3 due to the urgency that exists because existing conditions pose a serious and immediate threat to the health or welfare of the community. The proposed work at Whale Gulch School focuses on assessing and identifying specific areas of need across the entire campus to improve

safety and accessibility. This project will help ensure that the school addresses infrastructure deficiencies and creates a safer, more accessible environment for students, staff, and the community.

Although Whale Gulch School's community does not meet the 51% Low to Moderate Income (LMI) threshold by just 2% (49.4%), this data does not fully reflect the economic reality of the school's student population. Nearly 80% of the students at Whale Gulch School qualify for free or reduced-price meals, which is a more accurate indicator of the community's low-income status. This discrepancy in LMI data stems from the broader community's demographic makeup and does not capture the actual socio-economic challenges faced by the families of Whale Gulch School students. The data, therefore, understates the true extent of the school's need for support. Additionally, Leggett Valley Unified School District's student Medi-Cal eligibility is 67.67%.

Therefore, we feel there is justification that this project is also aligned with the National Objective 1. It will aid in the creation of and retaining permanent jobs for low and moderate-income individuals. By supporting the planning and construction efforts for these critical upgrades, the project will generate employment opportunities for local workers. These jobs will provide stable, full-time employment for low and moderate-income individuals in the community. This aligns with the objective to promote economic development and job opportunities for those in need, creating a direct benefit for the community.

Eligible Activities: The eligible activities identified under this proposal align with:

(b) Public Facilities and Improvements and Privately-Owned Utilities:

- The project will allow safety and accessibility improvements across the entire Whale Gulch School campus which qualifies as a public facility improvement under CDBG guidelines. By assessing and identifying areas in need of safety upgrades and accessibility modifications, this project ensures that the school's infrastructure will meet the necessary codes and standards. This work supports the development of a safer and more accessible school environment for all students and staff, which is critical to the overall success of the project.

(d) Clearance, Rehabilitation, Reconstruction, and Construction of Buildings

- This project directly supports activities related to rehabilitation, reconstruction, and construction of buildings and accessibility pathways on campus. The project will include accessibility upgrades to bring the school into compliance with current codes and regulations. By identifying areas that require rehabilitation or reconstruction, the design work sets the

foundation for the physical improvements necessary for campus safety and accessibility.

(e) Architectural Barrier Removal

- The project will focus on architectural barrier removal to ensure that Whale Gulch School complies with the Americans with Disabilities Act (ADA). The assessments will identify areas where physical barriers exist, such as inaccessible entrances, pathways, or restroom facilities, and develop comprehensive design solutions to address these issues. The construction is crucial in creating accessible routes and spaces that will eliminate barriers for students, staff, and visitors with disabilities, fostering an inclusive environment for all individuals on campus.

Applicant Eligibility: The Mendocino County Office of Education (MCOE), applying on behalf of the Leggett Valley Unified School District (LVUSD) meets the applicant eligibility due to being public entities. The CDBG program is open to local governments and other public agencies, which includes school districts and educational bodies like MCOE and LVUSD. As public educational institutions, the application for CDBG funding for activities will benefit the public, such as improving safety, accessibility, and infrastructure within the schools.

- **MCOE** is a public entity responsible for overseeing educational services and programs across Mendocino County, including supporting rural school districts like LVUSD.

- **LVUSD** is a public school district that serves a rural, low-income community, and as such, it is eligible for CDBG funding for public facility improvements that benefit its students and staff.

Budget and Use of Funds: This proposal outlines the budget for the Whale Gulch School Accessibility Project to address the ADA accessibility deficiencies at Whale Gulch School. The initiative aims to bring the school facilities into compliance with California Building Code seismic standards and Americans with Disabilities Act (ADA) requirements. The project will involve ADA compliance evaluations, and submission to the Department of State Architects (DSA) for approval.

The total estimated cost of the project is $17,000. This proposal outlines a comprehensive approach to address critical infrastructure needs at Whale Gulch School, ensuring the facility meets both seismic safety standards and ADA requirements. This project will improve the safety and accessibility of the school for all students and the community.

The total project funding request is $17,000.

- $2,500 for demolition and disposal of existing non-compliant pathways.
- $14,500 for materials, equipment and installation of a new ADA compliant pathway.

Implementation Plan: Below is the estimated timeline for the ADA accessibility work needed at Whale Gulch School. The architect and contractor(s) hired through public procurement will work closely with the Leggett Valley Unified School District Superintendent and the Mendocino County Office of Education assigned to this project. Regular weekly/bi-weekly meetings will be scheduled to ensure the project is on target for completion within 9 months. Additionally, quarterly written performance and financial reports will be provided.

- Month 1: Initial assessments and evaluations of all facilities
- Months 2-4: Development of detailed construction documents
- Months 5-6: Submission of plans to the Department of State Architects for Access Compliance
- Month 7: Competitive procurement of Construction Services as required
- Months 8-9: Completion of pathway reconstruction

Experience and Capacity: MCOE has extensive experience managing and overseeing facility improvement projects, with a focus on ensuring that schools meet state and federal requirements. MCOE has assisted school districts in maintaining and upgrading their facilities to improve safety, accessibility, and functionality. This experience includes guiding districts through the process of conducting facility needs assessments, developing master plans, and securing funding for capital improvement projects.

A key part of MCOE's expertise lies in its ability to successfully navigate the complexities of school facility management and funding processes. MCOE has a proven track record of working with the California Department of Education (CDE) and the Office of Public School Construction (OPSC) to secure funding and ensure compliance with the latest state codes and regulations. Its experience spans a wide range of projects, from basic repairs to large-scale modernization efforts, ensuring that schools are equipped to provide a safe and effective learning environment.

MCOE's success in securing funding is particularly significant for districts with limited financial resources. It has demonstrated an ability to help districts apply for state and federal funds, such as the State School Facility Program (SFP), and to identify alternative funding sources. This expertise is crucial for rural districts like Whale Gulch,

where financial constraints often limit the ability to undertake necessary infrastructure improvements.

MCOE's capacity to manage similar projects is demonstrated by its long history of successful program performance, the qualifications of its staff, and its proven ability to accomplish proposed goals. MCOE has been operating for over 165 years, developing a robust organizational infrastructure and a strong team of experienced professionals. The staff managing facility projects at MCOE are highly qualified, with expertise in project management, educational facility planning, regulatory compliance, and public funding.

MCOE employs a dedicated team of program managers, facility specialists, and financial experts, all of whom work together to ensure the successful implementation of facility projects. This team is supported by MCOE's extensive network of partners, including local governments, school districts, and community organizations, which enables MCOE to address the unique challenges faced by rural schools. The agency's ability to coordinate and manage multiple partners ensures that projects are completed on time, within budget, and in compliance with all applicable regulations. Additionally, MCOE's team assigned to this project include talented staff who have direct experience working with and managing Community Development Block Grant (CDBG).

In addition to managing facility projects, MCOE has a strong history of providing ongoing support to school districts. This includes offering technical assistance, conducting compliance audits, coordinating funding applications, and providing oversight to ensure that all district projects meet the highest standards. MCOE's capacity to manage multiple projects simultaneously, while maintaining a high level of accountability, is a testament to its organizational strength and its deep commitment to the educational success of Mendocino County's students.

Community Benefit: The ADA accessibility work at Whale Gulch School directly benefits the students, staff, and community, all of whom reside in a low-income, rural area in northern Mendocino County. The project will upgrade accessibility, ensuring compliance with California Building Code seismic standards and the Americans with Disabilities Act (ADA).

1. **Low and Moderate-Income Beneficiaries**:
    - Whale Gulch School serves a predominantly low-income population, many of whom face financial challenges. The design work will help ensure that improvements are made to benefit this vulnerable group, enhancing their educational experience and ensuring their safety.

- The community surrounding the school is in a census tract where over 51% of residents are classified as low- and moderate-income, meeting the criteria for CDBG funding eligibility.

2. **Critical Safety and Accessibility Needs**:

   - The design phase will assess the entire campus to identify areas where safety and accessibility measures are lacking. This assessment will guide the necessary upgrades to ensure that the school's facilities meet all required safety standards and are fully accessible to all students and staff.

   - Addressing these deficiencies will directly improve the learning environment and promote the safety and well-being of students and staff, particularly those from low-income families who may have limited resources to address these issues independently.

Alignment with Existing Community Plans: The proposed project aligns with the County of Mendocino Strategic Plan 2022-2027, the Sonoma Mendocino Economic Development District's Comprehensive Economic Development Strategy (CEDS), and the Redwood RISE Regional Roadmap by addressing key objectives related to infrastructure improvement, economic development, and community well-being. The project supports the County's goal of fostering inclusive and sustainable development by improving safety and accessibility at Whale Gulch School, a critical public facility in a rural, low-income community. This initiative directly enhances the safety, educational environment, and accessibility for students and staff, which aligns with the County's strategic priorities of improving public health and safety.

This project aligns with CEDS's focus on investing in rural infrastructure to promote economic resilience. By providing a safe, ADA-compliant school environment, the project contributes to economic stability and supports long-term community development. The Redwood RISE Regional Roadmap emphasizes collaboration between public and private stakeholders to strengthen regional economies. This project exemplifies such collaboration, with MCOE and Leggett Valley Unified School District working together to engage community members and stakeholders in the planning process, ensuring the project reflects local needs and priorities. This alignment highlights how the project not only addresses immediate safety and accessibility concerns but also lays the groundwork for sustained economic growth and community well-being in the region.

Implementing ADA accessible pathways from the classrooms to the bathrooms, as well as repairing railings at Whale Gulch School, aligns with the Leggett Valley Unified

School District's 2024-25 Local Control and Accountability Plan (LCAP), which focuses on improving student outcomes and ensuring an equitable learning environment for all students. The LCAP prioritizes creating safe, accessible, and supportive school environments, and these improvements are key to meeting those goals. By providing ADA-compliant pathways and repairing railings, the district ensures that all students, including those with disabilities, have equal access to essential school facilities. Throughout this process, the district engaged various stakeholders, including students, parents, teachers, staff, and community members, to gather input on accessibility needs and determine areas requiring attention. These improvements demonstrate the district's commitment to enhancing the physical environment and making the school more inclusive, aligning with the LCAP's focus on equity and ensuring that every student can fully participate in their education.

Company Background and Experience

The Mendocino County Office of Education (MCOE), established in 1857, has a long-standing commitment to supporting all students and educators in Mendocino County. Mendocino County Office of Education builds capacity to support others to learn and excel through leadership, resources, services, and programs that improve the educational experience and outcomes for all Mendocino County students and schools.

MCOE works with 12 public school districts serving more than 12,000 PK-12 students, as well as 19 charter and private schools serving another 1,900 PK-12 students. Additionally, MCOE programs directly serve infants through adults. MCOE is an invaluable partner to local school districts, including Leggett Valley Unified School District (LVUSD), in addressing facility needs and ensuring compliance with state regulations.

Experience Managing Similar Projects

MCOE has extensive experience managing and overseeing facility improvement projects, with a focus on ensuring that schools meet state and federal requirements. MCOE has assisted school districts in maintaining and upgrading their facilities to improve safety, accessibility, and functionality. This experience includes guiding districts through the process of conducting facility needs assessments, developing master plans, and securing funding for capital improvement projects.

A key part of MCOE's expertise lies in its ability to successfully navigate the complexities of school facility management and funding processes. MCOE has a proven track record of working with the California Department of Education (CDE) and the Office of Public School Construction (OPSC) to secure funding and ensure compliance with the latest state codes and regulations. Its experience spans a wide range of projects, from basic repairs to large-scale modernization efforts, ensuring that schools are equipped to provide a safe and effective learning environment.

MCOE's success in securing funding is particularly significant for districts with limited financial resources. It has demonstrated an ability to help districts apply for state and federal funds, such as the State School Facility Program (SFP), and to identify alternative funding sources. This expertise is crucial for rural districts like Whale Gulch, where financial constraints often limit the ability to undertake necessary infrastructure improvements.

Organizational Capacity

MCOE's capacity to manage similar projects is demonstrated by its long history of successful program performance, the qualifications of its staff, and its proven ability to accomplish proposed goals. MCOE has been operating for over 165 years, developing a robust organizational infrastructure and a strong team of experienced professionals. The staff managing facility projects at MCOE are highly qualified, with expertise in project management, educational facility planning, regulatory compliance, and public funding.

MCOE employs a dedicated team of program managers, facility specialists, and financial experts, all of whom work together to ensure the successful implementation of facility projects. This team is supported by MCOE's extensive network of partners, including local governments, school districts, and community organizations, which enables MCOE to address the unique challenges faced by rural schools. The agency's ability to coordinate and manage multiple partners ensures that projects are completed on time, within budget, and in compliance with all applicable regulations. Additionally, MCOE's team assigned to this project include talented staff who have direct experience working with and managing Community Development Block Grant (CDBG).

In addition to managing facility projects, MCOE has a strong history of providing ongoing support to school districts. This includes offering technical assistance, conducting compliance audits, coordinating funding applications, and providing oversight to ensure that all district projects meet the highest standards. MCOE's capacity to manage multiple projects simultaneously, while maintaining a high level of accountability, is a testament to its organizational strength and its deep commitment to the educational success of Mendocino County's students.

Programs Administered by MCOE

MCOE administers a wide range of programs designed to support educational outcomes and the well-being of students in Mendocino County. In addition to its work on school facilities, MCOE provides professional development for educators, coordinates special education services, offers career and technical education programs, provides special education services, and mental health services. Additionally, MCOE operates Orr Creek School, Community School, and West Hills. Orr Creek School provides comprehensive educational services for students who have been identified as having significant behavioral or social-emotional learning needs. West Hills Juvenile Hall Court School is a WASC accredited program that is supported and staffed by the Mendocino County Office of Education Alternative Education Department to serve incarcerated students through a collaborative MOU between Mendocino County Office of Education and the Mendocino County Probation Department. Mendocino County Community School is a WASC accredited academic program offered through the Mendocino County

Office of Education. This program is designed to serve expelled, probation referred, School Attendance Review Board (SARB) referred, district referred, foster/homeless youth under Education Code 1981 residing in and/or enrolled in schools located within Mendocino County. These programs are designed to address the diverse needs of students, particularly those in rural and underserved areas, and to ensure that all students have access to a high-quality education.

Through its extensive experience, organizational capacity, and commitment to the communities it serves, MCOE has proven itself to be a trusted and capable partner in managing school facility improvement projects. Its expertise, staff qualifications, and long history of successful program implementation make MCOE uniquely qualified to continue to support school districts in Mendocino County and to address the ongoing needs of students and educational facilities across the region.

Cost Proposal for Whale Gulch School ADA Accessibility Project

Project Overview: This project aims to address accessibility requirements for a pathway connecting the elementary school building and the restroom building. Whale Gulch School is a vital educational facility serving rural northern Mendocino County within the Leggett Valley Unified School District. This project will reconstruct a crucial pathway, remove barriers, and meet compliance with current California Building Code standards and Americans with Disabilities Act (ADA) requirements. Funding will be utilized for the construction activities required to complete the project. Leggett Valley Unified School District will fund the design, engineering, and permitting costs for the project.

The total project funding request is $17,000.

1. $2,500 for demolition and disposal of existing non-compliant pathway.
2. $14,500 for materials, equipment and installation of a new ADA compliant pathway.

ATTACHMENT C
EXCEPTIONS TO RFP

Company Name: Mendocino County Office of Education

Representative: Heather Rantala

Title: Assistant Superintendent of Business and Administrative Services

Address: 2240 Old River Rd., Ukiah, CA 95482

Phone: 707-467-5034 Email: hrantala@mcoe.us

I have reviewed the RFP and General Contract Terms in their entirety and have the following exceptions: (Please identify and list your exceptions by indicating the section or paragraph and page no. as applicable. Be specific about your proposed exception(s) to content, language, or omissions. Add as many pages as required.)

Authorized Representative: Heather Rantala (Printed name)

Signature: Heather Rantala

Date: April 3, 2025

ATTACHMENT D
LETTERS OF SUPPORT

Please list the supporting organizations (minimum of two (2)) in the section provided below and attach corresponding letters to this form.

Agency	Contact Name/Address	Phone No.
Leggett Valley Unified School District	Tonie Traina PO Box 186 Leggett, CA 95585	707-925-6396
Small School Districts' Association	Yuri Calderon 925 L Street, Suite 1185 Sacramento, CA 95814	916-750-0722
Whale Gulch School Education Association	Eva Carpenter 76811 Usal Road Whitehorn, CA 95589	707-986-7131
Mendocino County Office of Education	Nicole Glentzer 2240 Old River Road Ukiah, CA 95482	707-467-5001

Leggett Valley Unified School District

PO Box 186, 1 School Way, Leggett, CA 95585
Phone (707) 925-6285 Fax (707) 925-6396
www.leggett.k12.ca.us
Joan Viada Potter, Interim Superintendent Principal
Tonie Traina, LVUSD Board President

March 21, 2025

County of Mendocino
Executive Office
501 Low Gap Road, Room 1010
Ukiah, CA 95482

Subject: Urgent Support for CDBG Funding

Dear County of Mendocino,

On behalf of the Leggett Valley Unified School District (LVUSD) Board of Trustees, I am writing to express our strong and urgent support for the Mendocino County Office of Education's (MCOE) application for Community Development Block Grant (CDBG) funding on behalf of Leggett Valley Unified. The funding is essential for rebuilding Whale Gulch School to meet critical ADA accessibility requirements and ensure that our students have a safe, accessible, and functional learning environment.

Whale Gulch School is a lifeline for our rural community. Located over an hour and a half away from the other schools in our district, it serves a unique and vulnerable population of students. Many of our families are already facing significant hardship due to the remote location, and the long commute to the nearest schools creates added strain on both the children and their families. This situation underscores the urgent need to keep Whale Gulch School operational, as students who would otherwise be forced to travel excessive distances or attend a different school would face barriers to regular attendance, contributing to educational disruption and hardship.

The financial burden of rebuilding Whale Gulch School to be ADA-compliant and DSA-approved is substantial. LVUSD has very limited bonding capacity, and it is unlikely that voters in our community could support a bond measure. Furthermore, Whale Gulch School is not eligible for Proposition 2 funding, which means that without CDBG funding, we face a daunting challenge in meeting the needs of our students. This funding is vital for ensuring that Whale Gulch School can continue to serve as an accessible, safe, and equitable educational environment for our students.

The 2024-25 school year has revealed that our district's unduplicated pupil count (UPC) stands at 80%, with a significant portion of our students qualifying for free or reduced-price meals, as well as being homeless or foster youth. The need for this rebuild is even more critical for these vulnerable students, as it will ensure they can remain in school and not be further impacted by the physical barriers of the current school facility.

The continued operation of Whale Gulch School is not just a convenience—it is a necessity for our students' academic success and well-being. The school provides a foundation for their education, and without the improvements, we risk losing a safe, accessible learning environment for a portion of our district's most vulnerable children. These children should not have to endure further educational disruptions, and we hope that through the approval of this funding, we can ensure they remain in school and continue to thrive.

We greatly appreciate your consideration of this funding application and ask for your support in ensuring that Whale Gulch School can continue to serve the students and families of our district. Please feel free to contact me if you need further information or if we can assist in any way.

Sincerely,



Tonie Traina, LVUSD Board President

March 31, 2025

County of Mendocino
Executive Office
501 Low Gap Road, Room 1010
Ukiah, CA 95482

Re: Letter of Support for Mendocino County Office of Education's Application for CDBG Funding on Behalf of Leggett Valley Unified School District

Dear Mendocino County Officials,

On behalf of the Small School Districts' Association (SSDA), I am writing to express our **strong and enthusiastic support** for the Mendocino County Office of Education's (MCOE) application for Community Development Block Grant (CDBG) funds on behalf of **Leggett Valley Unified School District (LVUSD)**.

This funding is critical to rebuilding and upgrading **Whale Gulch School** to meet ADA accessibility requirements—ensuring that students in this remote, rural community retain access to a safe, inclusive, and equitable education.

At SSDA, we represent and advocate for California's smallest and most rural school districts—districts like Leggett Valley Unified—whose communities are often isolated, underserved, and deeply reliant on a single local school. These districts face unique challenges: geographic isolation, limited access to services, and restricted financial capacity to support essential infrastructure improvements. Many, like LVUSD, simply **do not have the bonding capacity or eligibility for other state modernization funds**, such as Proposition 2.

Whale Gulch School is located over 90 minutes from the nearest alternative school within the district. Without this facility, students—many from low-income, foster, or homeless backgrounds—would face **extreme commutes and insurmountable barriers** to attending school. Rebuilding the school to meet ADA and DSA standards is more than a construction project—it's a **lifeline** for educational access in this community.

The need is especially urgent: LVUSD's unduplicated pupil count (UPC) is 78% for the 2024-25 school year, underscoring the high number of vulnerable students who depend on nearby, accessible education. Without this funding, the future of Whale Gulch School—and the educational future of its students—is at serious risk.

SSDA is proud to stand behind MCOE's application. The proposed improvements will not only benefit the Leggett Valley community, but also serve as a model for how rural schools can be supported through smart, targeted investment. We urge you to prioritize this essential project.

If you have any questions or need additional information, please don't hesitate to contact me directly. SSDA remains committed to advocating for equity and opportunity for all of California's small and rural schools.

Sincerely,



Yuri Calderon
Executive Director
Small School Districts' Association

County of Mendocino
Executive Office
501 Low Gap Road, Room 1010
Ukiah, CA 95482

- Subject: Urgent Support for CDBG Funding

Dear County of Mendocino,

On behalf of the Whale Gulch School Education Association (WGSEA) I am writing to express our strong and urgent support for the Mendocino County Office of Education's (MCOE) application for Community Development Block Grant (CDBG) funding on behalf of Leggett Valley Unified School District. The funding is essential for upgrading Whale Gulch School to meet critical ADA accessibility requirements and ensure that our students have a more accessible, and functional campus.

Whale Gulch School is a lifeline for our rural community. Located over an hour and a half away from the other schools in our district, it serves a unique and vulnerable population of students. Many of our families are already facing significant hardship due to the remote location, and the long commute to the nearest schools creates added strain on both the children and their families. This situation underscores the urgent need to keep Whale Gulch School operational, as students who would otherwise be forced to travel excessive distances or attend a different school would face barriers to regular attendance, contributing to educational disruption and hardship.

The financial burden of upgrading and improving Whale Gulch School campus to be ADA-compliant is substantial. LVUSD has very limited bonding capacity, and it is unlikely that voters in our community could support a bond measure. Furthermore, our district is not eligible for Proposition 2 funding, which means that without CDBG funding, we face a daunting challenge of bringing our campus into ADA compliance and allowing us to better serve our current and future students. With this funding we can make vital improvements to our campus and ensure that Whale Gulch School can continue to serve as an accessible, safe, and equitable educational environment for our students.

The 2024-25 school year has revealed that our district's unduplicated pupil count (UPC) stands at 80%, with a significant portion of our students qualifying for free or reduced-price meals, as well as being homeless or foster youth. The need for these modifications is even more critical for these vulnerable students, as it will ensure they can remain in school and not be further impacted by the physical barriers of the current school facility.

The continued operation of Whale Gulch School is not just a convenience—it is a necessity for our students' academic success and well-being. The school provides a foundation for their education, and without the improvements, we risk losing a safe, accessible learning environment for a portion of our district's most vulnerable children. These children should not

have to endure further educational disruptions, and we hope that through the approval of this funding, we can ensure they remain in school and continue to thrive.

We greatly appreciate your consideration of this funding application and ask for your support in ensuring that Whale Gulch School can continue to serve the students and families of our district. Please feel free to contact me if you need further information or if we can assist in any way.

Sincerely,



Eva Carpenter, WGSEA Board President

2240 Old River Road
Ukiah, CA 95482-6156

Ph. (707) 467-5001
Fax (707) 462-0379

NICOLE H. GLENTZER
Superintendent of Schools

SERVICE EXCELLENCE INNOVATION TEAMWORK

County of Mendocino
Executive Office
501 Low Gap Road, Room 1010
Ukiah, CA 95482

Subject: Letter of Support for CDBG Funding for Whale Gulch School Accessibility and Improvements

Dear County of Mendocino,

On behalf of the Mendocino County Office of Education (MCOE), I am writing to express our strong support for Leggett Valley Unified School District's application for Community Development Block Grant (CDBG) funds to rebuild and make significant accessibility improvements to Whale Gulch School. We recognize the critical need for this funding, as the school's current condition fails to meet essential Americans with Disabilities Act (ADA) accessibility standards and poses an ongoing challenge for the families and students who depend on it.

Whale Gulch School serves a geographically isolated community located approximately one hour and thirty minutes away from the main schools in Leggett Valley. This long distance creates a significant hardship for families, leading to logistical, financial, and emotional strain as they try to maintain educational consistency for their children.

In the 2024-25 school year, Leggett Valley Unified School District's unduplicated pupil count (UPC) is 80%, representing students eligible for free or reduced-price meals, homeless youth, and foster youth. This high percentage of vulnerable students demonstrates the profound impact that the proposed improvements at Whale Gulch School would have on the community. The rebuilding efforts, focused on ADA compliance and Department of State Architect's (DSA) approval, would ensure that these children have access to an equitable, safe, and conducive learning environment.

Unfortunately, the district faces significant financial challenges. The cost to bring the Whale Gulch School into compliance with ADA and DSA standards is prohibitive, and given the district's limited bonding capacity, the likelihood of securing funds through voter-approved bonds is extremely low. Additionally, Leggett Valley Unified is not eligible for Proposition 2 funding, further exacerbating the financial burden. Without the CDBG funding, the district would struggle to fulfill these critical infrastructure needs, jeopardizing their students' continued access to education at Whale Gulch School.

The rebuild of Whale Gulch School is an essential step in ensuring that students remain in school, have access to the services they need, and are not forced to endure burdensome commutes that contribute to absenteeism and educational inequities. For these reasons, MCOE fully supports Leggett Valley Unified School District's application for CDBG funding and urges your favorable consideration.

If you require any further information or have questions, please do not hesitate to contact me directly. We are committed to supporting Leggett Valley Unified in any way we can and look forward to seeing the positive impact these improvements will have on the students and families of Whale Gulch.

Sincerely,

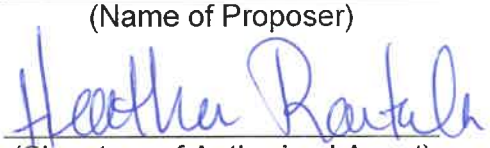
Nicole H. Glentzer

Nicole H. Glentzer
Mendocino County Superintendent of Schools

ATTACHMENT E
CERTIFICATE OF NON-COLLUSION

The undersigned certifies, under penalty of perjury, that this proposal has been made in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Mendocino County Office of Education
(Name of Proposer)

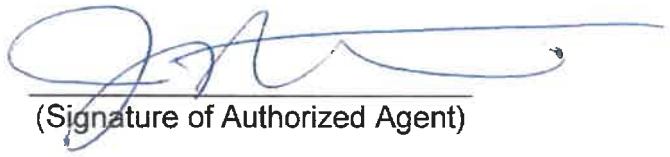

(Signature of Authorized Agent)

April 2, 2025, 2025
Date

ATTACHMENT E
CERTIFICATE OF NON-COLLUSION

The undersigned certifies, under penalty of perjury, that this proposal has been made in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Joan Viada Potter, Leggett Valley USD Interim Superintendent
(Name of Proposer)



(Signature of Authorized Agent)

March 31, 2025
Date

ATTACHMENT F
COUNTY OF MENDOCINO SAMPLE PROPOSAL EVALUATION FORM
RFP No. 011-25

Vendor Name: Mendocino County Office of Education

Evaluated By: _____

A.	Completeness of Response	Pass/Fail	
B.	Financial Stability	Pass/Fail	
C.	Technical Criteria	Pass/Fail	
	Meets CDBG National Objective	Pass/Fail	
	Eligible CDBG Activity	Pass/Fail	
	Eligible Applicant	Pass/Fail	

NOTE: In the event that the proposal rates a 'Fail' on any of the above, please seek the guidance of the General Services Agency

		Weight	*Rating Scale	Points Total
D.	Project Cost & Leveraging of Additional Funds	20 points		
E.	Implementation Plan & Schedule	20 points		
F.	Alignment with County Plans & Priorities	20 points		
G.	Community Impact & Benefit to LMI populations	20 points		
H.	Organizational Capacity & Relevant Experience	15 points		
I.	Letters of Support	5 points		

Evaluation Total (Maximum 500)		

Comments:

_____

Scoring: (To be performed by the Executive Office/Purchasing Agent)

Weight X *Rating (per Scale) = Points Total

*Rating Scale: 5 = Excellent 4 = Above Average 3 = Average 2 = Fair 1 = Poor 0 = Unacceptable

Northern California Schools Insurance Group
Northern California ReLiEF

CERTIFICATE OF COVERAGE

Issue Date 3/28/2025

ADMINISTRATOR: LICENSE # 0B01094

InterWest Insurance Services, LLC
310 Hemsted Drive #200
Redding, CA 96002-0935

Joy Moll License No. 0G75780
jmoll@iwins.com

COVERED PARTY:

Mendocino County Office of Education
Northern California Schools Insurance Group
2240 Old River Road
Ukiah CA 95482

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 COVERAGE DOCUMENTS BELOW.

ENTITIES AFFORDING COVERAGE:

ENTITY A: Northern California Schools Insurance Group
ENTITY B: Northern California ReLiEF
ENTITY C:
ENTITY D:
ENTITY E:

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY 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 HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
A/B	**GENERAL LIABILITY** [✓] GENERAL LIABILITY [ ] CLAIMS MADE [✓] OCCURRENCE [✓] GOVERNMENT CODES [✓] ERRORS & OMISSIONS [ ] SEXUAL ABUSE AND MOLESTATION [ ]	NCR 00600-33	7/1/2024 7/1/2025	$ 1,000	COMBINED SINGLE LIMIT EACH OCCURRENCE $ 1,000,000
A/B	**AUTOMOBILE LIABILITY** [✓] ANY AUTO [✓] HIRED AUTO [✓] NON-OWNED AUTO [✓] GARAGE LIABILITY [✓] AUTO PHYSICAL DAMAGE	NCR 00600-33	7/1/2024 7/1/2025	$ 1,000	COMBINED SINGLE LIMIT EACH OCCURRENCE $ 1,000,000
A/B	**PROPERTY** [✓] ALL RISK [✓] EXCLUDES EARTHQUAKE & FLOOD [ ] BUILDER'S RISK	NCR 00600-33	7/1/2024 7/1/2025	$ 5,000	$ 500,250,000 EACH OCCURRENCE
A/B	**STUDENT PROFESSIONAL LIABILITY**	NCR 00600-33	7/1/2024 7/1/2025	$ 1,000	$ Included EACH OCCURRENCE
	WORKERS COMPENSATION [ ] EMPLOYERS' LIABILITY			$	[ ] WC STATUTORY LIMITS [ ] OTHER $ E.L. EACH ACCIDENT
	EXCESS WORKERS COMPENSATION [ ] EMPLOYERS' LIABILITY			$	$ E.L. DISEASE - EACH EMPLOYEE $ E.L. DISEASE - POLICY LIMITS
A/B	**OTHER** Auto Physical Damage Comprehensive & Collision	NCR 00600-33	7/1/2024 7/1/2025	$ $ 1,000	 Included

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS:

Proof of Coverage Only

Entity A: Member Retained Limit of $150,000

CERTIFICATE HOLDER:

Proof of Coverage Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS

40 Brett Faulknor — AUTHORIZED REPRESENTATIVE

DISCLAIMER

The Certificate of Coverage on the reverse side of this form does not constitute a contract between the issuing entity(ies), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the coverage documents listed thereon.

Northern California Schools Insurance Group
Northern California ReLiEF

CERTIFICATE OF COVERAGE

Issue Date 4/1/2025

ADMINISTRATOR: LICENSE # 0B01094

InterWest Insurance Services, LLC
310 Hemsted Drive #200
Redding, CA 96002-0935

Joy Moll License No. 0G75780
jmoll@iwins.com

COVERED PARTY:

Leggett Valley Unified School District
Northern California Schools Ins. Group
P.O. Box 186
Leggett CA 95585

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 COVERAGE DOCUMENTS BELOW.

ENTITIES AFFORDING COVERAGE:

ENTITY A: Northern California Schools Insurance Group
ENTITY B: Northern California ReLiEF
ENTITY C:
ENTITY D:
ENTITY E:

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY 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 HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
A/B	**GENERAL LIABILITY** [✓] GENERAL LIABILITY [ ] CLAIMS MADE [✓] OCCURRENCE [✓] GOVERNMENT CODES [✓] ERRORS & OMISSIONS [ ] SEXUAL ABUSE AND MOLESTATION [ ]	NCR 00600-33	7/1/2024 7/1/2025	$ 1,000	COMBINED SINGLE LIMIT EACH OCCURRENCE $ 1,000,000
A/B	**AUTOMOBILE LIABILITY** [✓] ANY AUTO [✓] HIRED AUTO [✓] NON-OWNED AUTO [✓] GARAGE LIABILITY [✓] AUTO PHYSICAL DAMAGE	NCR 00600-33	7/1/2024 7/1/2025	$ 1,000	COMBINED SINGLE LIMIT EACH OCCURRENCE $ 1,000,000
A/B	**PROPERTY** [✓] ALL RISK [✓] EXCLUDES EARTHQUAKE & FLOOD [ ] BUILDER'S RISK	NCR 00600-33	7/1/2024 7/1/2025	$ 5,000	$ 500,250,000 EACH OCCURRENCE
A/B	**STUDENT PROFESSIONAL LIABILITY**	NCR 00600-33	7/1/2024 7/1/2025	$ 1,000	$ Included EACH OCCURRENCE
	WORKERS COMPENSATION [ ] EMPLOYERS' LIABILITY			$	[ ] WC STATUTORY LIMITS [ ] OTHER $ E.L. EACH ACCIDENT
	EXCESS WORKERS COMPENSATION [ ] EMPLOYERS' LIABILITY			$	$ E.L. DISEASE - EACH EMPLOYEE $ E.L. DISEASE - POLICY LIMITS
A/B	**OTHER** Auto Physical Damage Comprehensive & Collision	NCR 00600-33	7/1/2024 7/1/2025	$ $ 1,000	Included

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS:

Proof of Coverage Only

Entity A: Member Retained Limit of $150,000

CERTIFICATE HOLDER:

Proof of Coverage Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS

Brett Faulknor
AUTHORIZED REPRESENTATIVE

DISCLAIMER

The Certificate of Coverage on the reverse side of this form does not constitute a contract between the issuing entity(ies), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the coverage documents listed thereon.

ATTACHMENT H
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM FORM

A. Applicant Information

Legal Name of Organization:	Mendocino County Office of Education
Mailing Address:	2240 Old River Road
City, State, Zip Code:	Ukiah, CA 95482
Contact Person Name:	Heather Rantala
Title:	Assistant Superintendent of Business and Administrative Services
Email Address:	hrantala@mcoe.us
Telephone Number:	707-467-5034
UEI Number:	NUFFNLYAA4C1
Registered on SAM.gov:	Yes / No SAM Registration Expiration Date: 5/8/2025

B. Project Description

Project Name:	WHALE GULCH SCHOOL MINOR ADA PATHWAY IMPROVEMENTS
Project Location:	768
City, State, Zip:	

Brief Project Description. *Please limit response to no more than half a page*

The Whale Gulch School Elementary Access Project seeks funding to address accessibility requirements for a pathway connecting the elementary school building and the restroom building. Whale Gulch School is a vital educational facility serving rural northern Mendocino County within the Leggett Valley School District. This project will reconstruct a crucial pathway, remove barriers and meet compliance with current California Building Code standards and Americans with Disabilities Act (ADA) requirements. Funding will be utilized for the construction activities required to complete the project. Leggett Valley School District will fund the design, engineering, and permitting costs for the project.

C. Project Eligibility Section

1. This project is located in an eligible area Yes / No View Map

Activities may qualify for CDBG assistance if the activity will benefit all the residents of a primarily residential area where at least 51% of the residents are low- and moderate-income persons, i.e. area-benefit (LMA).

2. This project meets at least one of the HUD national objectives listed below:

- [x] Benefits low/moderate income individuals/households
- [x] Addresses the prevention or elimination of slums or blight

3. Check one statement below that best describes HOW this project or activity meets one of the CDBG National Objectives above:

- [ ] L/M Area Benefit: the project meets the identified needs of low/moderate income persons residing in an area where at least 51% of those residents are low/moderate income persons. The benefits of this type of activity are available to all persons in the area regardless of income. Examples: street improvements, water/sewer lines, neighborhood facilities, facade improvements in neighborhood commercial districts.

- [x] L/M Limited Clientele: the project benefits a specific group of people (rather than all the residents in a particular area), at least 51% of whom are low/moderate income persons. The following groups are presumed to be low/moderate: abused children, elderly persons, battered spouses, homeless, handicapped, illiterate persons. Examples: construction of a senior center, public services for the homeless, meals on wheels for elderly, construction of job training facilities for the handicapped.

- [ ] L/M Housing: the project adds or improves permanent residential units that will be occupied by low/moderate income households upon completion. Housing can be either owner or renter occupied units in either one family or multi-family units. Rental units for low/moderate income persons must be occupied at affordable rents. Examples: property acquisition for permanent housing, permanent housing rehabilitation, and conversion of non-residential units into permanent housing

- [ ] L/M Jobs: the project creates or retains permanent jobs, at least 51% of which are taken by low/moderate income persons or considered to be available to low/moderate income persons. Examples: loans to pay for the expansion of a factory, assistance to a business which has publicly announced its intention to close w/resultant loss of jobs, a majority of which are held by low/moderate persons.

☐ Microenterprise Assistance: the project assists in the establishment of a microenterprise or assists persons developing a microenterprise. A microenterprise is defined as having five or fewer employees, one or more of whom owns the business.) This activity must benefit low/moderate income persons, area or jobs as defined in previous sections.

☑ Slum or Blighted Area: the project is in a designated slum/blight area and the result of this project addresses one or more of the conditions that qualified the area.

☑ Spot Blight: the project will prevent or eliminate specific conditions of blight or physical decay outside a slum area. Activities are limited to clearance, historic preservation, rehabilitation of buildings, but only to extent necessary to eliminate conditions detrimental to public health and safety. Examples: historic preservation of a public facility threatening public safety, demolition of a deteriorated, abandoned building.

4. Indicate how the project or activity meets one of the CDBG Eligible Activities:

☐ Acquisition of Real Property

☑ Public Facilities and Improvements and Privately-Owned Utilities

☑ Code Enforcement

☐ Clearance, Rehabilitation, Reconstruction, & Construction of Buildings (including Housing)

☑ Architectural Barrier Removal

☐ Loss of Rental Income Public Services
(not eligible for Program Income funding)

☐ Payment of Non-Federal Share Relocation

☐ Planning and Capacity Building
(not eligible for Program Income funding)

☐ Planning Related to Another Activity
(not eligible for Program Income funding)

☐ Assistance to For Profit-Businesses

☐ Housing Services

☐ Microenterprise Assistance

☐ Homeownership Assistance

☐ Lead Based Paint Hazard Evaluation and Reduction

☐ Disposition of Real Property

D. Budget & Use of Funds

* HCD encourages CDBG funds be utilized as *gap funding*. A gap is defined as the amount of funding necessary to run a program after all other funding sources have been identified, thus leveraging is very important in the application process. Please continue budget on an additional page if needed.

Project Funding				
Budget Line Item	**Total Project Budgeted Amount**	**Requested CDBG Funds**	**Funding Leveraged From Other Sources**	**Name of Other Sources**
ACTIVITY				
Demolition and disposal	$2,500	$2,500	TBD	
Materials, equipment and installation	$14,500	$14,500		
ACTIVITY DELIVERY				
GENERAL ADMINISTRATION (7% Max)				
TOTALS	$17,000	$17,000	TBD	

E. Proposed Project Accomplishments/Community Benefit

Please briefly describe proposed project accomplishment(s) if funding is awarded in the questions below. (Accomplishments must be described in terms of households served, people served, businesses created, housing units created, jobs created or public facilities undertaken. Example: This program will serve 485 LMI individuals, this program will create 25 jobs, etc.)

For reference the 2024 HUD income limit standards for Mendocino County are provided below

	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons
0% - 30% AMI Extremely Low Income	$19,000	$21,700	$25,820	$31,200	$36,580	$41,960	$47,340
31% - 50% AMI Very Low Income	$31,650	$36,200	$40,700	$45,200	$48,850	$52,450	$56,050
51% - 80% AMI Low Income	$50,650	$57,850	$65,100	$72,300	$78,100	$83,900	$89,700

1. **Unduplicated Participants** –
   How many people will this project serve? Please provide the number of unduplicated participants the CDBG grant would support each year. An unduplicated participant is counted only once per fiscal year. If there are other funding sources, focus on the percentage this grant would serve.

Unduplicated Participants			
Year 1 *(12 mo.)*	**Year 2** *(12 mo.)*	**Year 3** *(9 mo.)*	**Total**
43	43	43	129

What is the total estimated number of persons to be served by this project?

	# of Clients
Extremely Low Income (0%-30% AMI)	14
Very Low Income (31%-50% AMI)	14
Low Income (51%-80% AMI)	15
Moderate Income (81%-120% AMI)	
Above Moderate Income (120%+ AMI)	

	# of Clients
Youth (0-18 years)	43
Adults (19-61 years)	4
Seniors (62+ years)	
Disabled Individuals	
Other Special Needs	34

2. **Milestones/Service Units** – A unit of service is something that will be tracked every month (i.e. job, meal, shelter night, etc.). List the activity name, define what one unit of service is, and state how many units of service you plan to provide each year for the proposed CDBG project.

Activity 1:	Site assessment. This activity shall be funded by the applicant therefore no unit of service will be accounted for. To be completed during Year 1.
Unit of Service:	As described above.
Activity Goal:	

Year 1 *(12 mo.)*	**Year 2** *(12 mo.)*	**Year 3** *(9 mo.)*	**Total**

Activity 2: Design of necessary concrete work to ensure ADA compliant pathway from Elementary School building to restroom facility. This activity shall be funded by the applicant therefore no unit of service will be accounted for. To be completed during Year 1.

Unit of Service: As described above.

Activity Goal:

Year 1 *(12 mo.)*	**Year 2** *(12 mo.)*	**Year 3** *(9 mo.)*	**Total**

Activity 3: Construction: demolition of existing, non-compliant pathway, preparation and installation of compliant concrete pathway.

Unit of Service: Construction Phase

Activity Goal:

Year 1 *(12 mo.)*	**Year 2** *(12 mo.)*	**Year 3** *(9 mo.)*	**Total**
100%			100%

3. Outcomes– Please provide outcome measures as a percentage, highlighting the specific results the project aims to achieve. Include the measurement tools you will use and explain how the project will assess results to determine the achieved percentage.

Outcome Measure #1: Possession of completed design.

Measurement Methodology:

Outcome Goal:

Year 1 *(12 mo.)*	**Year 2** *(12 mo.)*	**Year 3** *(9 mo.)*	**Total**
100%			

Outcome Measure #2: Completed demolition and reconstruction of concrete pathway and guardrails.

Measurement Methodology: Completed County Building Permit and DSA approval.

Outcome Goal:

Year 1 *(12 mo.)*	Year 2 *(12 mo.)*	Year 3 *(9 mo.)*	Total
75%	25%		100%

Outcome Measure #3:

Measurement Methodology:

Outcome Goal:

Year 1 *(12 mo.)*	Year 2 *(12 mo.)*	Year 3 *(9 mo.)*	Total
0	0		

4. Provide a detailed description of the proposed project including how the activity will address the well-defined community need. Identify whether the activity is new, ongoing, or expanded from previous years and how it aligns with existing community plans.

See attachment titled Attachment H. Section E. 4.

5. Identify the accomplishments you intend to achieve with this activity. Provide an activity time frame / schedule.

Timeline

Month 1: Initial assessments and evaluations of all facilities
Months 2-4: Development of detailed construction documents
Months 5-6: Submission of plans to the Department of State Architects for Access Compliance
Month 7: Competitive procurement of Construction Services as required
Months 8-9: Completion of pathway reconstruction

Expected Outcomes

1. Remove barriers to education by creating accessible pathways for students, staff, and the community.
2. Accessibility between the elementary school and the restroom facility.

F. Project Administration & Monitoring *Limit each response to no more than half a page*

1. Describe how the project will be managed and administered, included proposed staff, their time and functions, noting whether these positions are current or new, pending this award.

Mendocino County Office of Education Maintenance & Operations Director, Ryan Bartow, will assist Leggett Valley Unified School District Superintendent, Joanie Potter, with Architectural and Engineering procurement, ensuring compliance with required processes. Joanie will act as project manager as part of her existing role as Superintendent, overseeing the procurement process, building the proposal evaluation panel, and providing recommendation of award to the Leggett Valley School Board. Ryan will provide technical assistance to Joanie during the procurement process and evaluation.

2. Briefly describe your agency's mission and history. Include a description of your agency's experience in providing the proposed services.

The Mendocino County Office of Education (MCOE), established in 1857, is committed to enhancing educational opportunities and supporting the success of students throughout Mendocino County. Its mission is to provide leadership, advocacy, and services that improve educational outcomes, with an emphasis on fostering equity and excellence in local schools.

With a long history of supporting education in the region, MCOE plays a vital role in providing oversight and assistance to school districts and charter schools, including overseeing facility projects for small, rural schools in the county. MCOE offers support in conducting facility needs assessments, assisting with facility master planning, and helping secure funding for school construction and renovation projects. In collaboration with the California Department of Education (CDE), MCOE is currently working to ensure that all districts in Mendocino County have the necessary resources and guidance to address their facility needs, including assisting with funding applications and ensuring compliance with state regulations and best practices in facility management.

3. Identify any other agencies, partners or consultants in this activity and define the roles and responsibilities of these partners.

In addition to collaborating with the California Department of Education (CDE) and the Division of State Architects (DSA), the Mendocino County Office of Education (MCOE) will work closely with several key local agencies on this project. This includes the Leggett Valley Unified School District (LVUSD), which serves the educational needs of the Leggett Valley community, and the Whale Gulch School Education Association (WGSEA), a non-profit 501(c)(3) organization dedicated to supporting the educational mission of Whale Gulch School. A lease agreement is in place between LVUSD and WGSEA, which facilitates the continued partnership and collaboration between the district and the association. These efforts will ensure a coordinated approach to addressing facility needs and providing the necessary support for the success of the schools and students in these districts.

4. Explain how your agency collects and reports client and customer service data, including income, race/ethnicity, and disability data.
Leggett Valley Unified School District (LVUSD) systematically collects and reports comprehensive student data, including income, race/ethnicity, and disability status, through key systems such as the California Longitudinal Pupil Achievement Data System (CALPADS), Special Education Information System (SEIS), and other relevant platforms. This data is essential for monitoring student progress and ensuring equitable access to educational opportunities across the district. The Mendocino County Office of Education (MCOE) has direct access to this data and provides critical oversight, support services, and guidance to ensure compliance with state and federal reporting requirements. MCOE collaborates closely with LVUSD to analyze the data, identify specific student needs, and assist with resource allocation and strategic educational planning. As reflected in the CALPADS snapshot for the 2024-25 school year, Whale Gulch School—serving students from elementary through high school as a vital small school—has a total enrollment of 43 students. Of these, 32 students qualify for free or reduced-price meals, indicating a high level of socio-economic disadvantage. Additionally, 2 students are classified as English Learners, 1 student qualifies under Title III Immigrant status, and 4 students have disabilities. This data underscores the significant, diverse needs of the student body, emphasizing the importance of targeted, responsive support and resources to ensure the academic success and well-being of every student.

Please be advised that the following documents will be necessary for organizations to demonstrate compliance with CDBG program eligibility requirements, should their project be selected for further consideration by the County of Mendocino.

a. **Articles of Incorporation and Bylaws** (submit any amendments).

b. **Current Policy & Procedures Manual.** Include current policy prohibiting discrimination, grievance procedures, procurement procedures and conflict of interest requirements for both employees and clients.

c. **Current Nonprofit Determination.** Submit current determination letters from the federal Internal Revenue Service and the State Franchise Tax Board listing the organization's current name and address documenting the organization is tax exempt.(for nonprofits)

d. **Current List of Board of Directors.** Include the current name, telephone number, address, occupation or affiliation of each member, and service term. Identify the principal officers of the governing body.

e. **Current Authorization to Request Funds.** Submit the governing body's authorization to submit the funding request. This consists of copies of the resolution (if applicable) and/or of the minutes of the meeting in which the governing body's resolution, motion, or other official action is recorded authorizing the funding request.

f. **Current Designation of Authorized Official.** Documentation must be submitted of the governing body's action authorizing the representative(s) of the agency to negotiate for and contractually bind the agency. This consists of a signed letter from the Chairperson or Secretary of the governing body providing the name, title, address, and telephone number of each authorized individual.

g. **Current Organizational Chart.** Include the organization's current administrative framework and staff positions.

h. **Current Financial Statement and Audit and Management Letter,** if applicable. Also, if applicable, describe any actions taken to correct identified findings or concerns.

i. **Résumés of Chief Program Administrator and Chief Fiscal Officer**

G. Authorization

The applicant hereby assures and certifies compliance all applicable federal, state, and local laws, regulations, policies, and requirements (including, but not limited to 2 CFR Part 200), as they relate to the acceptance and use of CDBG and local funds by eligible organizations. Also, the applicant assures and certifies the following information:

1. It possesses legal authority to make a grant submission and to execute an eligible CDBG program;
2. The agency's governing body will adopt or pass as an official act a resolution, motion or similar action authorizing the person identified as the official representative of the corporation to submit a funding application and all associated information and assurances;
3. It will affirmatively further fair housing.
4. It will implement the requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) and implementing regulations at 24 CFR Part 35.
5. It will comply with Uniform Federal Accessibility Standards at 24 CFR Part 40, Appendix A, as they related to major rehabilitation or conversion.

6. The grant will be conducted and administered in compliance with:

a. Title VI of the Civil Rights Act of 1964 (Public Law 88-352; 42 U.S.C. 2000d et seq.), as amended, and implementing regulations issued at 24 CFR Part 1; ans

b. Title VIII of the Civil Rights Act of 1968 (Public Law 90-284; 42 U.S.C. 3601 et seq.), as amended, implementing regulations issued at 24 CFR Part 107, and Executive Order 11063; and

c. Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 (Public Law 93-383; U.S.C. 5301 et seq.), as amended; and

d. Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112; 29 U.S.C. 794), as amended; and

e. Executive Order 11246, the implementing regulations issued at 41 CFR Chapter 60, and the Development Act of 1968 (12 U.S.C. 1701u; and

f. The Age Discrimination Act of 1975 (Public Law 94-135; U.S.C. 6101), as amended.

g. Presidential Executive Order 13166 ("Improving Access to Services for Persons with Limited English Proficiency"); and

h. Executive Orders 11625, 12432 and 12138, encouraging the use of minority and women-owned business enterprises in connection with activities funded under this grant.

As a duly authorized representative of the Agency, I submit this application to the JURISDICTION and verify, under penalty of perjury under the laws of the State of California or of the JURISDICTION, that the information contained herein is, to the best of my knowledge, true, correct and complete. (Attach documentation that verifies the signer has the authority to submit this application and execute the contract).

AUTHORIZED SIGNATURE:	Heather Rantala
Date:	April 3, 2025
NAME (Please Print):	Heather Rantala
TITLE:	Assistant Superintendent of Business and Administrative Services

Project Description and Community Need

Whale Gulch School serves a vital role in its rural community, providing education to students in an area that is geographically isolated. The school is located approximately 90 minutes away from other district schools, making it difficult for families to access alternative education options. Many of our families are already facing significant hardships due to the remoteness of the area, and the long commute to neighboring schools exacerbates the challenges.

The proposed project involves rebuilding Whale Gulch School to meet ADA accessibility requirements and achieve DSA approval. This includes significant infrastructure improvements to bring the building up to code and ensure it is accessible to all students. Currently, the school is not ADA-compliant, which creates barriers for students with disabilities and limits their ability to participate fully in their education. The proposed upgrades will create a fully accessible and safe environment for all students, ensuring equal access to education and meeting legal standards.

How the Project Addresses the Community Need

The rebuilding of Whale Gulch School directly addresses the well-defined community need for accessible and safe educational facilities. For families in this rural area, Whale Gulch School is a critical institution. Without it, students would be forced to endure long daily commutes to attend the nearest schools, which contributes to absenteeism, educational disruption, and increased stress on both students and families. By upgrading the facilities to be ADA-compliant and DSA-approved, this project will ensure that all students—regardless of their physical needs—are able to attend school locally, participate fully, and remain in an environment conducive to learning.

Additionally, this project supports our district's broader goals of providing equitable education to all students. The 2024-25 school year's unduplicated pupil count (UPC) for LVUSD is 78%, with a significant portion of students eligible for free or reduced-price meals, as well as being homeless or foster youth. Additionally, 9% of the student population currently attending Whale Gulch Schools are students with disabilities. These vulnerable students will benefit from a safe and accessible school environment, where they can remain engaged in their education and achieve success without the added burden of physical barriers.

New or Ongoing Activity & Alignment with Community Plans

The rebuilding of Whale Gulch School is a new activity that aligns with the community and district plans for the district and will address a longstanding issue that has not been

fully addressed due to a lack of resources. This project has become increasingly urgent as the condition of the school building has deteriorated and as the district has experienced challenges in accessing funding through traditional means. LVUSD has limited bonding capacity, and it is unlikely that a bond measure would be approved in this rural area. Furthermore, Whale Gulch School is not eligible for Proposition 2 funding to modernize facilities. As a result, this project is critical to ensure that Whale Gulch School can continue to serve its students and meet the needs of its community.

The proposed project aligns with the district's long-term educational goals and community plans. We are committed to providing all students with a safe, accessible, and high-quality education, regardless of their physical needs or geographical location. The proposed upgrades to Whale Gulch School will support these goals by making the facility more accessible, sustainable, and supportive of the academic success of our most vulnerable students.

Conclusion

The improvements to Whale Gulch School are a critical step in ensuring that our students remain in school and have access to an environment where they can thrive. This project directly addresses the need for safe, accessible facilities in our rural community and will reduce the barriers that students currently face. We urge your support for the Mendocino County Office of Education's application for CDBG funding to make this vital project a reality.

Acknowledgement of Receipt of Addenda

March 31, 2025

Dear County of Mendocino,

This letter serves as an acknowledgement of receipt of the following addenda related to the County of Mendocino Request for Proposal (RFP) No. 011-25, Community Development Block Grant (CDBG) Program Use of Program Income Funds & 2025 NOFA Application Projects:

- Addendum No. 1: Attachment H - Community Development Block Grant (CDBG) Program Form
- Addendum No. 2: Vendor Inquiries/Mendocino County Responses

We confirm that we have received the aforementioned addenda and understand the information contained therein. We acknowledge that these addenda form part of the official documents related to the Request for Proposal and are fully incorporated into the proposal we are submitting.

Please feel free to contact us should you require any additional information or clarification.

Sincerely,

Heather Rantala

Heather Rantala
Assistant Superintendent, Business and Administrative Services

RFP 011-25 CDBG - Evaluation Summary - Review RFP Responses							
Proposals	**Evaluator #1**	**Evaluator #2**	**Evaluator #3**	**Evaluator #4**	**Evaluator #5**	**Total:**	
Proposal 1: ARRC	320	285	300	420	360	1685	
Proposal 2: Care B&B	290	270	265	275	345	1445	
Proposal 3: Covelo CSD	290	310	305	340	265	1510	
Proposal 4: Ft. Bragg - Planning	295	325	335	320	340	1615	** As the City they have the opportunity to direct apply for funding to HCD*
Proposal 5: Ft. Bragg - Project	355	380	335	355	320	1745	** As the City they have the opportunity to direct apply for funding to HCD*
Proposal 6: Laytonville Healthy Start	405	405	360	385	385	1940	
Proposal 7: MCHC	395	320	355	360	360	1790	
Proposal 8: MCOE - ADA	360	420	360	400	385	1925	
Proposal 9: MCOE - design	360	435	340	340	345	1820	
Proposal 10: MCOE - fire alarm	380	435	340	360	380	1895	
Proposal 11: Noyo Harbor	400	345	295	345	360	1745	
Proposal 12: West Biz Dev Center	335	335	295	335	280	1580	

= Invited for interviews

RFP 011-25 CDBG - Evaluation Summary - Interviews							
Proposals	**Evaluator #1**	**Evaluator #2**	**Evaluator #3**	**Evaluator #4**	**Evaluator #5**	**Total:**	
Proposal 1: ARRC	45	40	41	40	42	208	** Needs clairifcation re: site ownership, project readiness does not meet CDBG/County timelines. Planning Project.*
Proposal 6: Laytonville Healthy Start	56	56	48	58	53	271	*Recommend for PI funding*
Proposal 7: MCHC	59	60	61	55	55	290	*Recommended for 25 NOFA due to size of request/project*
Proposal 8: MCOE - ADA	54	56	59	53	49	271	*Recommend for PI funding*
Proposal 10: MCOE - fire alarm	54	56	59	53	49	271	*Recommend for PI funding*
Proposal 11: Noyo Harbor	49	49	39	42	42	221	** Needs to align with measurable CDBG ED job creation requirements (eligible for $125k vs.ask of $600k)*

= Recommended for funding

	Eligible For				
Proposals	**PI**	**NOFA**	**Requested Funds**	**Serves**	**Description**
Proposal 1: ARRC	N	Y	$220,000.00	2,171	Planning - development plan for the Redwood Valley Recreation Center
Proposal 2: Care B&B	N	Y	$399,200.00	945	Construct recuperative post-acute care service facility in Ft. Brag (12 units)
Proposal 3: Covelo CSD	N	Y	$73,550.00	1,495	Planning - Fire Suppression and Hydrant System Feasibility and Fee Study
Proposal 4: Fort. Bragg - Planning	N	Y	$300,000.00	7,090	Planning - Fort. Bragg Veterans Hall (ADA, facility & EOC)
Proposal 5: Fort. Bragg - Project	N	Y	$948,784.00	7,090	Fort. Bragg Fire Station Reconstruction Project
Proposal 6: Laytonville Healthy Start	Y	Y	$175,636.00	300	Employment training - Laytonville
Proposal 7: MCHC	N	Y	$3,300,000.00	7,425	Construction - Urgent Care Center
Proposal 8: MCOE - ADA	Y	Y	$37,800.00	43	Whale Gulch School - construct ADA Pathways
Proposal 9: MCOE - design	N	Y	$300,000.00	43	Whale Gulch School - Planning (bring school to code)
Proposal 10: MCOE - fire alarm	Y	Y	$123,300.00	43	Whale Gulch School - Fire Alarms/Planning
Proposal 11: Noyo Harbor	N	Y	$600,000.00	250	Acquire Makela's Boatworks
Proposal 12: West Biz Dev Center	Y	Y	$280,340.00	100	Microenterprise Technical Assistance
			$6,758,610.00		

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 4h)

To: BOARD OF SUPERVISORS

From: Supervisor Haschak

Meeting Date: July 29, 2025

Department Contact: Supervisor Haschak **Phone:** 707-463-4221

Item Type: Regular Agenda **Time Allocated for Item**: 15 Minutes

Agenda Title:
Discussion and Possible Action Including Adoption of Budget Cuts in the Amount of $20,500 to the line items to the Board of Supervisors' Budget Including $4,500 from Special Department Expense, $3,500 from Education/Training, $1,500 from Transportation In-County, $6,000 from Travel Out-of-County, $4,000 from Communications, and $1,000 from Office Expense
(Sponsor: Supervisor Haschak)

Recommended Action/Motion:
Adopt budget cuts in the amount of $20,500 from the line items to the Board of Supervisors' budget including $4,500 from Special Department Expense, $3,500 from Education/Training, $1,500 from Transportation In-County, $6,000 from Travel Out-of-County, $4,000 from Communications, and $1,000 from Office Expense.

Previous Board/Board Committee Actions:
Board adopted a balanced budget plan on June 24, 2025 which included $6 million in departmental cuts.

Summary of Request:
In June 2025, the Board adopted a balanced budget plan requiring $6 million in departmental cuts. Supervisor Haschak has repeatedly proposed reductions to the Supervisors' own budget, which were previously not adopted. In May, the Board approved a proposal from Supervisors Williams and Haschak directing all departments, including the Board, to submit 6% budget reduction plans.

The anticipated vacancy savings to the Board's budget equals approximately $53,371. Unlike other departments, anticipated vacancy savings are not available for the Board. $20,500 in savings must therefore come from:

Special Department expense: $4,500
Education/Training: $3,500
Transportation In-County: $1,500
Travel Out-of-County: $6,000
Communications: $4,000
Office Expense: $1,000

Although modest in scale, these reductions offer the Board an opportunity to lead by example in addressing the County's financial challenges.

Item #: 4h)

Alternative Action/Motion:
Provide alternative direction to staff.

Strategic Plan Priority Designation: An Effective County Government

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: N/A
current f/y cost: N/A
budget clarification: N/A
annual recurring cost: N/A
budgeted in current f/y (if no, please describe): N/A
revenue agreement: N/A

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: N/A

CEO Liaison: Executive Office

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk
Date: July 29, 2025

Final Status: **No Action Taken**

COUNTY OF MENDOCINO

REQUEST FOR APPROPRIATION, CANCELLATION OR REVISION OF FUNDS

Dept./Office: Executive Office Date 07/22/2025

To County Auditor-Controller:

The Following request is deemed necessary. Please report the available balances to the County Executive Officer.

Fund	Org/BU	Object (+Project)	Object Description	AMOUNT	I/D	AUDITOR BALANCE
1100	BS/1020	862239	Spec Dept Expense	$ 4,500.00	D	$ 40,000.00
1100	BS/1020	862187	Education/Training	$ 3,500.00	D	$ 3,500.00
1100	BS/1020	862250	Transportation & Travel	$ 1,500.00	D	$ 1,500.00
1100	BS/1020	862253	Travel Out-of-County	$ 6,000.00	D	$ 8,250.00
1100	BS/1020	862060	Communications	$ 4,000.00	D	$ 4,500.00
1100	BS/1020	862170	Office Expense	$ 1,000.00	D	$ 3,000.00

Appropriations adjustment based on Agenda item 4h, "Discussion and Possible Action Including Adoption of Budget Cuts in the Amount of $20,500 to the line items to the Board of Supervisors' Budget Including $4,500 from Special Department Expense, $3,500 from Education/Training, $1,500 from Transportation In-County, $6,000 from Travel Out-of-County, $4,000 from Communications, and $1,000 from Office Expense (Sponsor: Supervisor Haschak)"

JUSTIFICATION: As stated above or attached memo. DEPARTMENT HEAD By Tony Rakes Digitally signed by Tony Rakes Date: 2025.07.24 09:16:40 -07'00'

Prepared by: Tony Rakes Ph: 707.463.4441 Email: rakest@mendocinocounty.gov

TO COUNTY EXECUTIVE OFFICER:

☑ Sufficient balances remain in the accounts indicated to effect transfer as requested.

☐ Insufficient balances are available to meet the above request within departmental budget.

Requires transfer of $_____

REMARKS:

No. 07T004 Date 07/24/2025 AUDITOR-CONTROLLER By _____

COUNTY EXECUTIVE OFFICER: ☐ RECOMMENDATION ☑ APPROVAL ☐ DENIED

COMMENTS:

Sara Pierce Digitally signed by Sara Pierce Date: 2025.07.24 10:37:09 -07'00'

Date _____ COUNTY EXECUTIVE OFFICER

ACTION OF BOARD OF SUPERVISORS: ☐ APPROVED AS REQUESTED ☐ APPROVED AS REVISED ☐ OTHER

REMARKS:

Date _____ DEPUTY CLERK OF THE BOARD OF SUPERVISORS

JE NO._____ Date_____ By:_____

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 4i)

To: BOARD OF SUPERVISORS

From: Supervisor Haschak

Meeting Date: July 29, 2025

Department Contact: Supervisor Haschak **Phone:** 707-463-4221

Item Type: Regular Agenda **Time Allocated for Item**: 15 Minutes

Agenda Title:
Discussion and Possible Action Including Direction to the Chair to Work with County Counsel to Return with an Ordinance Amending Mendocino County Code Section 3.04.071 to Reduce the Yearly Base Salary of the Board of Supervisors from $110,715.00 to $103,008.50 and to Eliminate Associated Management Training Benefits and Telecommunication Allowance through the End of Fiscal Year 2025-26
(Sponsor: Supervisor Haschak)

Recommended Action/Motion:
Direct Chair to work with County Counsel to return with an Ordinance amending Mendocino County Code section 3.04.071 to reduce the yearly base salary of the Board of Supervisors from $110,715.00 to $103,008.50 and to eliminate associated management training benefits and telecommunication allowance through the end of Fiscal Year 2025-26.

Previous Board/Board Committee Actions:
Board adopted a balanced budget plan on June 24, 2025 which included $6 million in departmental cuts.

Summary of Request:
In June 2025, the Board adopted a balanced budget plan requiring $6 million in departmental cuts. Supervisor Haschak has repeatedly proposed reductions to the Supervisors' own budget, which were previously not adopted. In May, the Board approved a proposal from Supervisors Williams and Haschak directing all departments, including the Board, to submit 6% budget reduction plans.

The anticipated vacancy savings to the Board's budget equals approximately $53,371.00. Unlike other departments, anticipated vacancy savings are not available for the Board. Savings must therefore come from:

Base Salary Reduction: $58,505.82
Management Training: $7,500.00
Telecommunication Allowance: $8,190.00
Total: $74,195.82

These reductions are not expected to take place until December 2025, as the amendment does not take effect until 60 days after the 2nd reading of the Ordinance Amendment. Therefore, the total anticipated savings for Fiscal Year 2025-26 is $37,097.91.

Although modest in scale, these reductions offer the Board an opportunity to lead by example in addressing the County's financial challenges.

Alternative Action/Motion:
Provide alternative direction to staff.

Strategic Plan Priority Designation: An Effective County Government

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: General Fund
current f/y cost: Base Salary: $58,505.82, Management Training: $7,500, Telecommunication Allowance: $8,190. Anticipate 50% savings due to timing: $37,097.91
budget clarification: Reductions intended to last through end of fiscal year 25-26.
annual recurring cost: N/A
budgeted in current f/y (if no, please describe): N/A
revenue agreement: N/A

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: N/A

CEO Liaison: Executive Office

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk
Date: July 29, 2025

Final Status: **No Action Taken**

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 4j)

To: BOARD OF SUPERVISORS

From: Executive Office

Meeting Date: July 29, 2025

Department Contact: Darcie Antle **Phone:** 707-463-4441

Item Type: Regular Agenda **Time Allocated for Item**: 15 Minutes

Agenda Title:
Chief Executive Officer's Report
(Sponsor: Executive Office)

Recommended Action/Motion:
Accept the Chief Executive Officer's report.

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk Final Status: **No Action Taken**
Date: July 29, 2025

COUNTY OF MENDOCINO
California

The CEO Report

Darcie Antle
July 29, 2025

Government | Departments | Residents | Business

July is Black, Indigenous, and People of Color (BIPOC) Awareness
Also known as Minority Mental Health Awareness Month

National Minority Mental Health Awareness Month honors the memory of Bebe Moore Campbell, an American author, journalist, teacher, and mental health advocate who worked to shed light on the mental health needs of the Black community and other underrepresented communities.

This month, BHRS is raising awareness to uplift voices, promote equitable care, and advocate for culturally competent support and honoring the unique mental health challenges faced by Black, Indigenous, and People of Color (BIPOC). BIPOC communities often experience systemic barriers to mental health care, cultural stigma, and historical trauma — all of which can impact well-being.

Here are three things to help support yourself, others and the BIPOC Community:
- Take care of yourself.
- Take care of your community.
- Advocate for change.

Take a moment for a mental health check in on yourself and take a mental health test at mhascreening.org.

Help is Available!

24/7 Crisis Line: 855-838-0404
Warm Line for *Non-Crisis Emotional Support*: 707-472-2311 or Toll-Free: 833-

955-2510
988 Suicide & Crisis Lifeline *Call, Text, or Chat* online anytime 24/7 at *988lifeline.org*

Mendocino County Strategic Plan

In May 2022, the Mendocino County Board of Supervisors approved the first five-year strategic plan that will help guide the critical decisions the Board of Supervisors will face over the next five years with the ultimate goal of improving the quality of life for County residents. Departmental reporting will align with the strategic plan.

Click HERE to download the Strategic Plan.

Departments and Divisions

Agriculture

As we mark the midpoint of 2025, the Mendocino County Department of Agriculture continues to prioritize sustainable farming practices, pest management, and environmental stewardship amid evolving challenges in our rural landscape.

Click HERE to read more...



Animal Care Services

The Animal Care Services program areas include Shelter, Clinic & Animal Protection Services. These programs provide animal education outreach, adoptions, volunteer opportunities, fostering, lost & found services, feral cat trap-neuter-return programs, dog licensing, low-cost spay & neuter, veterinary care, animal health education, rabies vaccinations, micro-chipping, impounding of lost & stray animals, responding to injured, ill, and suspected cruelty complaints, and promoting responsible pet ownership.

Low-Cost Vaccine and Microchip Clinic

In preparation for the Fourth of July Holiday and in partnership with *For the Animals of the Ukiah Shelter* non-profit, Animal Care Services hosted a low-cost vaccine and microchip clinic. The goal was to microchip as many animals as possible before the holiday which can be a busy time in the animal community.

This clinic was a huge success, with 33 animals getting microchipped and 111 vaccines administered.

We want to thank *For the Animals of the Ukiah Shelter* for sponsoring the event

by purchasing the microchips, and our great volunteers who were hands-on at this event.

Click HERE to read more...

Behavioral Health & Recovery Services

July kicks off a new fiscal year, and that means a new calendar of Stakeholder events!

Mental Health Services Act and Quality Improvement Committee Stakeholder forums are scheduled through the end of the calendar year. Stakeholder events are an opportunity for anyone interested or affected by the Behavioral Health specialty system to learn about data, information, and resources and to provide feedback on experiences.

BHRS will host the following stakeholder communication meeting:

Mental Health Services Act (MHSA) Forum/ Quality Improvement Committee on Wednesday, August 27, 2025, from 12:00 PM - 2:00 PM at the Center, 200 Main Street, Point Arena, CA 95468 and via Teams link.

Click HERE to read more...

Cannabis



In June 2025, the Mendocino Cannabis Department ("MCD") reviewed and granted local authorization for 10 active Cannabis Cultivation Business License ("CCBL") applications. In addition, the Department executed five (5) Local Equity Entrepreneurial Program ("LEEP") direct grant agreements with local cannabis business operators, distributing $221K to qualified applicants.

Below are several key accomplishments of MCD in June 2025:

- Issued and renewed approximately 25,000 square feet (0.57 acres) of commercial cannabis cultivation.
- Completed 5 physical inspections of proposed or existing CCBL sites.

Department Fiscal Updates

- The Department collected 18 fees, totaling $10,449.03
- Fee revenue helps offset staff time dedicated to specific, fee-related tasks
- Staff time is allocated based on time studies conducted for each individual task

For more information on MCD's Monthly Activity, please click HERE.

Click HERE to read more...

Child Support Services

The Mendocino County Department of Child Support Services strives to “Help Parents Invest in their Children.”

Our mission is to serve children and their families by establishing parentage and enforcing support orders in a fair and equitable manner.

Click HERE to read more...



Emergency Medical Services

The County contracts Coastal Valleys Emergency Medical Services Agency’s (CVEMSA) to serve as its Local Emergency Medical Services Agency (LEMSA). Coastal Valleys has begun the Board’s directed fiscal assessment of the three fire departments: Laytonville, Anderson Valley, and Covelo; meeting regularly with the Covelo Fire Chief to help sustain the BLS ambulance program and to provide support with identified gaps in service. CVEMSA is implementing the evidence-based best practice to require emergency medical services (EMS) crews to remain on scene for a minimum of 10-30 minutes during pediatric cardiac arrest resuscitations.

Click HERE to read more...

Employee Benefits

Carrum Health is a no-cost benefit that connects health plan members to high-quality surgical care and cancer guidance with minimal or no out-of-pocket costs.

Click HERE to read more...

Environmental Health



The Environmental Health team is progressing on strategic initiatives to relocate the Fort Bragg office and digitize Land Use, Solid Waste, and Consumer Protection files, which will improve efficiency and service delivery. The department is still working closely with Planning & Building

to complete the Fort Bragg office move. The move to the Avila Center on S. Franklin St. occurred the week of June 9-13th and during this time counter services were limited. EH & PBS resumed full operations the following Monday June 16th.

May 20, 2025, the BOS approved our contract with Toshiba, item 3ae, to digitize the Land Use, Solid Waste, and Consumer Protection files. Digitizing these files will significantly benefit staff, the public, and regulated community by improving efficiency, organization, and accessibility. Staff will save time with quick search and retrieval capabilities and customers will receive faster responses for record requests.

Click HERE to read more...

Executive Office

On June 20, 2025, Mendocino County CEO Darcie Antle, Acting Assistant CEO Sara Pierce, Planning and Building Director Julia Krog, Chief Building Official Richard Angley, District 1 Supervisor Madeline Cline, and District 2 Supervisor Mo Mulheren, visited The Geysers Geothermal Field, hosted by Calpine Corporation.

The group toured one of the world's largest geothermal energy sites, learning about how steam from deep underground is used to generate electricity. Calpine staff provided an overview of the plant's operations, the role of geothermal energy in California's power grid, and the importance of clean energy solutions.

Click HERE to read more...



Executive Office - Contract Unit

The Contract Unit works directly with departments Countywide to execute contracts and amendments, ensuring alignment with County Policy. Since April 2024, the Contract Unit has administered review processes for over 2,000 contract items, including over 240 items with effective dates on or after July 1, 2025. Additionally, the Contract Unit began processing contracts for the distribution of funding to the twenty-one local fire districts/agencies that receive funding from Measure D, Measure P, and Proposition 172. These contracts include Fiscal Year 2024-25 funding for Q2, as well as the remaining Measure D funding for Fiscal Year 2022-23. Finally, the Contract Unit continues to work closely with the CEO, the Purchasing Agent, the Auditor-Controller's Office, County Counsel, and other County staff to revise the County's Leasing and Contracting Policy (Policy No. 1).

PUBLIC RESOURCES:

Mendocino County maintains a publicly accessible portal where fully executed contracts can be viewed. The initial search screen of the portal allows users to

search all County contracts by Department, Contract Number, Approving Authority, Contractor, and/or Keyword. The list generated by the initial search request can be further refined if needed.

https://contracts.mendocinocounty.org

Click HERE to read more…

Executive Office - Economic Development

In June 2025, the Economic Development Division met with stakeholders to advance projects developed from industry sector meetings, provided technical assistance to local businesses, held the bi-monthly Sonoma Mendocino Economic Development District (SMEDD) Board meeting, and prepared for the next *Economic Development by Industry* sector meeting. Visit the Economic Development Division page for more details.

Economic Development by Industry: Upcoming Sector Meetings

Division staff are hosting a series of meetings by industry sector to foster collaboration and create actionable goals for economic sustainability and growth. Four meetings have been held, and industry priorities have been identified. Upcoming meetings for the remainder of the calendar year are as follows:

Mid-September - Forest Health and Biomass Utilization- Details TBA
Early November - Arts and Tourism – Details TBA

Click HERE to read more...

Executive Office - Grants Unit



In June, the Grants Unit provided significant support to County departments and advanced projects in alignment with the County's strategic plan. Mendocino County was nominated for the national Euna Advocate Award for its leadership in modernizing governmental grants management through the implementation of AmpliFund. HCD awarded the County a $407,000 grant to launch the County's new Microenterprise Technical Assistance Program, which will provide direct support to at least 54 small local businesses. The Grants Unit also supported the PRRM Division's efforts to advance major wildfire resilience initiatives, including submitting a $9.5 million notice of interest for a FEMA HMGP sub-application and continuing the development of a $950,000 CAL FIRE Hazardous Fuels Reduction Project grant proposal. In addition, staff is assisting Social Services and the Mendocino County Continuum of Care with their HHAP Round 6 homelessness funding application. In FY 2024–25, the Grants Unit, in coordination with County departments and grant consultants, submitted seven grant applications and pre-proposals totaling $16.7 million. It is currently assisting with the management of 16 active grants, valued at over $16.4 million, for the Executive Office.

Click HERE to read more...

Facilities and Fleet

Facilities and Fleet Mission: To provide an accessible, efficient, safe, clean and comfortable working environment for all employees and the general public who use our buildings and properties.

Facilities and Fleet maintains vital infrastructure and related services that enable County employees to serve the citizens of Mendocino County.

With an approved Permission to Enter Agreement in place, the Ukiah Valley Fire Authority is working towards major fire fuel mitigation work that will be taking place in Low Gap Park in the upcoming weeks. This work will renew the fire break previously established in the park and help increase fire safety in a crucial area of the Ukiah Valley.

Work started this month on the installation of the Electric Vehicle Chargers at the County Administration Complex. This work is funded through a California Energy Commission grant and will bring access to electric vehicle charging to the public in Ukiah.

Click HERE to read more...



Human Resources

The Human Resources Department continues to support the County's commitment to employee recognition, retention, and performance excellence. This report highlights key workforce data and activities for the reporting period, with a focus on service award statistics, extraordinary merit increases, and the Civil Service Commission. These recognitions reflect the dedication and contributions of County employees and underscore our ongoing efforts to promote a culture of appreciation and high achievement.

Click HERE to read more...

Human Resources - Employee Wellness

Mendocino County Working on Wellness (MCWOW) is dedicated to empowering our public servants to thrive, both professionally and personally. This month, we are excited to highlight some of the valuable employee benefits available through the Wellness Program:

- As of mid-July, 415 County employees have registered for a free, confidential Biometric Health Screening. There are only 4 biometric health screening events left – don't miss out on this opportunity to earn up to $500 off your 2026 County health plan premiums!

- County employees can access the LifeMart Discount Center through Magellan Health, offering savings on travel, theme parks, electronics, groceries, and more. With summer here, now is the perfect time to explore discounts on entertainment and leisure activities!
- The County of Mendocino introduced Walking Moais at several County offices, encouraging staff to take breaks, stay active, and connect with colleagues in a fun, supportive environment. This initiative, made possible through the County's partnership with the Blue Zones Project, supports our goal of fostering a culture of holistic wellbeing.

Click HERE to read more...

Human Resources - Leadership

MANAGEMENT ROUNDTABLE: Through guided discussions, practical tools, and peer exchange, this cohort-based program empowers managers to grow their leadership capacity and strengthen team performance. By investing in our leaders, we're fostering a stronger, more collaborative workplace—one that values learning, innovation, and service.

LEADERSHIP INITIATIVE PROJECT TEAM SPOTLIGHT: At Mendocino County, we believe that every employee has a role in providing excellent customer service—no matter their department. To support this vision, our Leadership Initiative's Customer Service Project Team created a Customer Service Toolkit—a practical, easy-to-use resource developed by staff for staff.

INTRODUCING LEADERSHIP V.O.I.C.E - EMPLOYEE FEEDBACK IN ACTION: Mendocino County is proud to introduce Leadership VOICE— **V**aluing **O**pen **I**nput, **C**ommunication & **E**xperience—a new internal tool designed to gather insight, ideas, and feedback directly from County employees. By listening more deeply to those closest to the work, we're tapping into the strengths of our workforce to better serve our community.

Click HERE to read more...

Library

The Summer Reading Program continues at the Library, offering literacy and enrichment events for the public. Informational programs include wellness options like Chair Yoga in Point Arena, a water-wise presentation in Willits, a renters' rights workshop in Ukiah, and the option to let go of stress and have some fun in Fort Bragg. Opportunities to build community, learn, and connect are available to all ages at the Mendocino County Library branches.

Click HERE to read more...



Museum

The Museum continues to strengthen their partnership with the Friends of the Mendocino County Museum (FOTMCM). The Museum now partners with FOTMCM to offer monthly lecture series. Recent lectures have featured local author, Kim Bancroft, and former San Francisco Maritime Curator, Richard Everett. All are invited to hear from Noyo Harbor Master, Anna Neumann, on Sunday, July 27 at 2:00 P.M. in the Museum Wonacott room. The Museum benefited from the recent event, Picture It! sponsored by the FOTMCM. The event helped our community imagine new ways to utilize rentable space at the Museum. The FOTMCM recently donated funds to install outdoor electrical outlets making the space more convenient for the community to use and enjoy.

Click HERE to read more...

Office of Emergency Services

The Mendocino County Office of Emergency Services (OES) recently strengthened wildfire readiness through several key actions. On June 26, an Emergency Operations Center (EOC) training exercise simulated wildfire conditions during Red Flag warnings, giving staff hands-on experience and identifying key areas for improvement. New staff in the Finance Section received additional training, and volunteer radio operators were officially sworn in. OES also enhanced regional coordination through a meeting with five neighboring counties, the National Weather Service, and Cal OES to plan for fire season and address changes in federal and state priorities and funding opportunities. Recent outreach efforts were expanded to include a series of Spanish-language preparedness interviews for local radio. Finally, an evacuation zone in South County was renamed to improve mapping and better reflect local fire response areas, in cooperation with Anderson Valley Fire, Hopland Fire, and the Mendocino County Sheriff's Office.

Click HERE to read more...

Planning and Building



Our Fort Bragg office has relocated! As of Monday, June 16, 2025, the Fort Bragg offices of Planning and Building Services (PBS) are now located at 752 South Franklin Street, Fort Bragg. The Department looks forward to continuing to serve the public from our new location.

The Mendocino County Grand Jury published a report on June 6, 2025 titled "Planning and Building Department Structural Issues: Exposing the cracks" which can be found here: https://www.mendocinocounty.gov/government/county-organization/grand-

jury/2024-25-reports. The Board of Supervisors (BOS) appointed an ad hoc committee on June 24, 2025, to engage with PBS and develop a response to the report within 90 days of publication per the report requirements.

Click HERE to read more...

Prevention, Recovery, Resiliency, and Mitigation

In June, the Prevention, Recovery, Resiliency, and Mitigation (PRRM) team continued to advance projects to mitigate disasters and develop community resilience, including the Fuels Reduction and Community Preparedness Project, East Hills Evacuation Planning, Wildfire Community Resilience Project, Ignition Resistant Project, Fuel Abatement Ordinance and Enforcement Planning Project, 2025 Multi-Jurisdictional Local Hazard Mitigation Plan, Orr Springs Fuels Reduction Planning, and Flood Emergency Response Project. Staff are also working closely with key partners and the local CAL FIRE unit to develop projects for the new round of Hazard Mitigation Grant Program (HMGP) and CAL FIRE grant applications.

Click HERE to read more...



Public Health

As planning begins for the 2025–2026 flu season, Mendocino County Public Health is actively preparing to support community health through a variety of initiatives. Staff are currently enrolling providers into the myCAVax system, allocating flu vaccine doses, and organizing upcoming vaccination events.

With the start of the school year approaching, Public Health reminds families that now is an ideal time to ensure children are up-to-date on their back-to-school immunizations.

Public Health staff have already been engaging with the community, participating in recent events such as the Adventist Health Mendocino Coast Sports, Physical, and Back-to-School Event on June 28, the Adventist Health Howard Hospital event on July 13, and the Adventist Health Ukiah Valley event on July 19.

<u>Public Health at Community Events in July:</u>

Public Health will be present at the Car Seat Installation Event at the Healthy Start Family Resource Center (44400 Willis Ave., Laytonville) on Tuesday, July 29, from 1:00 to 4:00 PM.

Public Health continues to offer vaccination services three days a week, helping residents stay protected and healthy throughout the year.

Click HERE to read more...

Social Services

MCDSS is proud to support the continued education and professional development of our team. On Wednesday, July 9th, Chico State University and Cal Poly Humboldt provided presentations for staff interested in furthering their education in social work. The event also featured an inspiring panel of MCDSS staff who shared their journeys toward earning a BSW or MSW, including those who received Title IV-E educational support, which can cover most educational costs.

On Wednesday, July 9th, the Mendocino County Department of Social Services (MCDSS), in partnership with the Mendocino County Homeless Services Continuum of Care, hosted two important community discussions focused on addressing homelessness in Mendocino County.

On Tuesday, July 22nd, Family & Children's Services hosted the Mendocino County Child and Family Services Review (CFSR) Partner Convening at the Ukiah Valley Conference Center. This full-day event provided a valuable opportunity for meaningful collaboration, shared learning, and collective visioning.

Lastly, the Special Investigations Unit (SIU) has greatly improved the Income and Eligibility Verification System (IEVS) processing time to 100% in quarter 2.

Click HERE to read more...

UC Cooperative Extension



Viticulture is essential to Mendocino County's economy and identity, yet faces threats from drought, wildfire smoke, and climate variability. UC Cooperative Extension (UCCE) Mendocino is actively addressing these challenges through research and outreach.

UCCE Advisor Christopher Chen is investigating solutions for smoke taint in wine grapes, a growing concern due to wildfires. Trials at the UC Hopland Research and Extension Center show vineyards over a quarter mile from prescribed burns experienced 31% less smoke exposure, offering practical guidance for growers.

Click HERE to read more...



COME & VISIT

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501 Low Gap Road
Ukiah, CA 95482

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COUNTY OF MENDOCINO
California

Reporte del CEO

Darcie Antle
Julio 29, 2025

Gobierno | Departamentos | Residentes | Negocio

Julio es el Mes de la Concientización sobre la Población Afro-Americana, Indígena y de Color (BIPOC). También conocido como el Mes de la Concientización sobre la Salud Mental de las Minorías.

El Mes Nacional de Concientización sobre la Salud Mental de las Minorías honra la memoria de Bebe Moore Campbell, autora, periodista, maestra y defensora de la salud mental estadounidense que trabajó para arrojar luz sobre las necesidades de salud mental de la comunidad negra y otras comunidades subrepresentadas.
Este mes, el Departmento de Servicios de Salud Conductual y Recuperacion busca concientizar, fortalecer la voz, promover la atención equitativa y abogar por un apoyo culturalmente competente, así como por reconocer los desafíos únicos de salud mental que enfrentan las personas afro-americanas, indígenas y de color (BIPOC). Las comunidades BIPOC a menudo enfrentan barreras sistémicas para acceder a la atención de salud mental, estigma cultural y traumas históricos, todo lo cual puede afectar su bienestar.

Aquí hay tres cosas para ayudarte a apoyarte a ti mismo, a los demás y a la comunidad BIPOC:

- Cuídate
- Cuida a tu comunidad
- Aboga por el cambio

Tómate un momento para hacerte una evaluación de salud mental y realiza una prueba de salud mental en mhascreening.org.
¡Hay ayuda disponible!

Línea de Crisis 24/7: 855-838-0404

Línea de Apoyo Emocional para Personas sin Crisis: 707-472-2311 o Llamada Gratuita: 833-955-2510
988 Línea de Ayuda para Suicidios y Crisis: Llame, envíe un mensaje de texto o chatee en línea en cualquier momento, las 24 horas, los 7 días de la semana, en 988lifeline.org

Plan Estrategico del Condado De Mendocino

En Mayo de 2022, la Junta de Supervisores del Condado de Mendocino aprobó el primer plan estratégico de cinco años que ayudará a guiar las decisiones críticas que enfrentará la Junta de Supervisores durante los próximos cinco años con el objetivo final de mejorar la calidad de vida de los residentes del Condado. Los informes departamentales se alinearán con el plan estratégico.

¡Haga clic AQUI para descargar el Plan Estratégico.

Departamentos y Divisiones



Agricultura

A mitad de 2025, el Departamento de Agricultura del Condado de Mendocino sigue enfocado en apoyar la agricultura sostenible, el control de plagas y el cuidado del medio ambiente, a pesar de los desafíos que enfrentamos en nuestras zonas rurales.

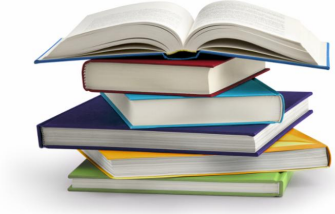
Haga clic AQUÍ para leer más...

Beneficios de Salud para Empleados

Carrum Health es un beneficio gratuito que conecta a los miembros de su plan de salud con atención quirúrgica de alta calidad y orientación oncológica con un costo mínimo o nulo.

Haga clic AQUÍ para leer más...

Biblioteca



El Programa de Lectura de Verano continúa en la Biblioteca, ofreciendo actividades de alfabetización y enriquecimiento para el público. Los programas informativos incluyen opciones de bienestar como yoga en silla en

Point Arena, una presentación sobre el uso responsable del agua en Willits, un taller sobre los derechos de los inquilinos en Ukiah y la opción de liberarse del estrés y divertirse en Fort Bragg. Las sucursales de la Biblioteca del Condado de Mendocino ofrecen oportunidades para fomentar la comunidad, aprender y conectar con otros, para todas las edades.

Haga clic AQUÍ para leer más...

Cannabis

En junio de 2025, el Departamento de Cannabis de Mendocino (MCD) revisó y otorgó autorización local a 10 solicitudes activas de Licencias Comerciales de Cultivo de Cannabis (CCBL). Además, el Departamento firmó cinco (5) acuerdos de subvención directa del Programa de Emprendimiento de Capital Local (LEEP) con operadores locales de negocios de cannabis, distribuyendo $221,000 a los solicitantes que cumplían los requisitos.

A continuación se presentan varios logros clave del MCD en junio de 2025:

- Se emitieron y renovaron aproximadamente 25,000 pies cuadrados (0.57 acres) de cultivo comercial de cannabis.
- Se completaron 5 inspecciones físicas de sitios CCBL propuestos o existentes.

Actualizaciones fiscales del departamento

- El Departamento recaudó 18 cuotas, por un total de $10,449.03
- Los ingresos por cuotas ayudan a compensar el tiempo del personal dedicado a tareas específicas relacionadas con las cuotas.
- El tiempo del personal se asigna con base en estudios de tiempos realizados para cada tarea individual.

Para obtener más información sobre la actividad mensual del MCD, haga clic AQUI.

Haga clic AQUÍ para leer más...



Extensión de UCCE

La viticultura es esencial para la economía y la identidad del condado de Mendocino, pero enfrenta amenazas por la sequía, el humo de incendios forestales y la variabilidad climática. UC Cooperative Extension (UCCE) Mendocino está abordando activamente estos desafíos mediante investigación y extensión.

El asesor de UCCE, Christopher Chen, está investigando soluciones para el daño por humo en uvas destinadas a la elaboración de vino, una preocupación creciente debido a los incendios forestales. Ensayos en el Centro de Investigación y Extensión de Hopland de UC muestran que los viñedos ubicados a más de un cuarto de milla (aproximadamente 400 metros) de

quemas prescritas experimentaron un 31 % menos de exposición al humo, lo que ofrece orientación práctica para los productores.

Haga clic AQUÍ para leer más...

Instalaciones y Flota

Misión del Departamento de Instalaciones y Flota: Proporcionar un entorno de trabajo accesible, eficiente, seguro, limpio y cómodo para todos los empleados y el público en general que utilizan nuestros edificios y propiedades.

El Departamento de Instalaciones y Flota mantiene la infraestructura vital y los servicios relacionados que permiten a los empleados del Condado servir a los ciudadanos del Condado de Mendocino.

Con un Acuerdo de Permiso para Entrar aprobado en vigor, la Autoridad de Bomberos del Valle de Ukiah está trabajando en un importante trabajo de mitigación de combustible para incendios que se llevará a cabo en Low Gap Park en las próximas semanas. Este trabajo renovará el cortafuegos previamente establecido en el parque y ayudará a aumentar la seguridad contra incendios en una zona crucial del valle de Ukiah.

Este mes se iniciaron los trabajos de instalación de los cargadores de vehículos eléctricos en el Complejo Administrativo del Condado. Este trabajo está financiado a través de una subvención de la Comisión de Energía de California y brindará acceso a la carga de vehículos eléctricos al público en Ukiah.

Haga clic AQUÍ para leer más...

Liderazgo

SERIE DE MESAS REDONDAS DE GESTIÓN: A través de conversaciones guiadas, herramientas prácticas e intercambio entre colegas, este programa basado en cohortes fortalece la capacidad de liderazgo de los gerentes y mejora el desempeño de sus equipos. Al invertir en nuestros líderes, impulsamos un entorno de trabajo más sólido y colaborativo—uno que valora el aprendizaje, la innovación y el servicio.

ENFOQUE EN EL EQUIPO DEL PROYECTO DE LA INICIATIVA DE LIDERAZGO: En el Condado de Mendocino, creemos que cada empleado tiene un papel fundamental en brindar un excelente servicio al cliente, sin importar en qué departamento trabaje. Para apoyar esta visión, el Equipo de Servicio al Cliente de la Iniciativa de Liderazgo creó un **Kit de Herramientas de Servicio al Cliente**—un recurso práctico y fácil de usar desarrollado por empleados, para empleados.

PRESENTAMOS LEADERSHIP V.O.I.C.E. - La Voz del Empleado en **Acción:** El Condado de Mendocino se enorgullece en presentar Leadership VOICE

—*Valorando la Opinión Abierta, la Comunicación y la Experiencia*—una nueva herramienta interna diseñada para recibir ideas, comentarios y observaciones directamente del personal del Condado. Al escuchar más atentamente a quienes están más cerca del trabajo, aprovechamos la fortaleza de nuestra fuerza laboral para servir mejor a nuestra comunidad.

Haga clic AQUÍ para leer más...

Museo

El Museo continúa fortaleciendo su colaboración con los Amigos del Museo del Condado de Mendocino (FOTMCM). El Museo ahora se asocia con el FOTMCM para ofrecer un ciclo mensual de conferencias. Las conferencias recientes han contado con la participación de la autora local Kim Bancroft y del excurador marítimo de San Francisco, Richard Everett. Todos están invitados a escuchar a la capitana del puerto de Noyo, Anna Neumann, que se llevará a cabo el domingo 27 de julio a las 14:00 h en la sala Wonacott del Museo. El Museo se benefició del reciente evento "Picture It!", patrocinado por el FOTMCM. Este evento ayudó a nuestra comunidad a imaginar nuevas maneras de utilizar el espacio alquilable del Museo. El FOTMCM donó recientemente fondos para instalar enchufes eléctricos exteriores, lo que facilita el uso y disfrute del espacio por parte de la comunidad.

Haga clic AQUÍ para leer más...

Oficina Ejecutiva



El 20 de junio de 2025, la directora ejecutiva del Condado de Mendocino, Darcie Antle; la subdirectora Ejecutiva Interina, Sara Pierce; la directora de Planificación y Construcción, Julia Krog; Jefe de Edificio, Richard Angley; la Supervisora del Distrito 1, Madeline Cline; y la Supervisora del Distrito 2, Mo Mulheren, visitaron el Campo Geotérmico de The Geysers, en una visita organizada por Calpine Corporation.

El grupo recorrió uno de los sitios de energía geotérmica más grandes del mundo, donde aprendieron cómo se utiliza el vapor proveniente de las profundidades de la tierra para generar electricidad. El personal de Calpine ofreció una presentación general sobre las operaciones de la planta, el papel de la energía geotérmica en la red eléctrica de California y la importancia de las soluciones energéticas limpias.

Haga clic AQUÍ para leer más...

Oficina Ejecutiva - División de Desarrollo Económico

En junio de 2025, la División de Desarrollo Económico se reunió con partes interesadas para avanzar en proyectos desarrollados a partir de reuniones sectoriales, brindó asistencia técnica a empresas locales, celebró la reunión bimensual de la Junta del Distrito de Desarrollo Económico de Sonoma-Mendocino (SMEDD, por sus siglas en inglés) y se preparó para la próxima reunión sectorial de Desarrollo Económico por Industria. Visite la página de la División de Desarrollo Económico para obtener más detalles.

Desarrollo Económico por Industria: Próximas Reuniones Sectoriales

El personal de la división está organizando una serie de reuniones por sector industrial para fomentar la colaboración y crear objetivos prácticos para la sostenibilidad y el crecimiento económico. Se han realizado cuatro reuniones y se han identificado prioridades sectoriales. Las próximas reuniones para el resto del año calendario son:

- Mediados de septiembre – Salud Forestal y Utilización de Biomasa – Detalles próximamente
- Principios de noviembre – Artes y Turismo – Detalles próximamente

Haga clic AQUÍ para leer más...



Oficina Ejecutiva - Unidad de Contratos

La unidad de contratos trabaja directamente con los departamentos del condado para ejecutar contratos y enmiendas, garantizando así su conformidad con la póliza del condado. Desde abril de 2024, la unidad de contratos ha gestionado los procesos de revisión de más de 2000 contratos, incluyendo más de 240 con fecha de entrada en vigor a partir del 1 de julio de 2025. Además, la unidad de contratos comenzó a procesar contratos para la distribución de fondos a los veintiún distritos/agencias locales de bomberos que reciben fondos de las Medidas D, P y la Proposición 172. Estos contratos incluyen los fondos del segundo trimestre del año fiscal 2024-25, así como los fondos restantes de la Medida D para el año fiscal 2022-23. Finalmente, la unidad de contratos continúa trabajando en estrecha colaboración con el director ejecutivo, el agente de compras, la oficina del auditor-contralor, el asesor jurídico del condado y demás personal del condado para revisar la póliza de arrendamiento y contratación del condado (Póliza Numero 1).

Recursos Publicos:

El Condado de Mendocino mantiene un portal de acceso público donde se pueden consultar los contratos. La pantalla de búsqueda inicial del portal permite a los usuarios buscar todos los contratos del condado por departamento, número de contrato, autoridad aprobadora, contratista o palabra clave. La lista generada por la búsqueda inicial se puede refinar si es necesario.

https://contracts.mendocinocounty.org

Haga clic AQUÍ para leer más...

Oficina Ejecutiva - Unidad de Subvenciones

En junio, la Unidad de Subvenciones proporcionó apoyo significativo a los departamentos del Condado y avanzó en proyectos alineados con el plan estratégico del Condado. El Condado de Mendocino fue nominado para el premio nacional Euna Advocate Award por su liderazgo en la modernización de la gestión de subvenciones gubernamentales mediante la implementación de AmpliFund. El HCD concedió al Condado una subvención de $407,000 dólares para poner en marcha el nuevo Programa de Asistencia Técnica a la Microempresa del Condado, que proporcionará apoyo directo al menos a 54 pequeñas empresas locales. La Unidad de Subvenciones también apoyó los esfuerzos de la División PRRM para avanzar en las principales iniciativas de resistencia a los incendios forestales, incluyendo la presentación de una notificación de interés de 9.5 millones de dólares para una sub-solicitud del HMGP de FEMA y la continuación del desarrollo de una propuesta de subvención de $950,000 dólares para el Proyecto de Reducción de Combustibles Peligrosos de CAL FIRE. Además, el personal está ayudando a Servicios Sociales y al Mendocino County Continuum of Care con su solicitud de financiación para personas sin hogar de la Ronda 6 del HHAP. En el año fiscal 2024-25, la Unidad de Subvenciones, en coordinación con los departamentos del condado y los consultores de subvenciones, presentó siete solicitudes de subvención y pre-propuestas por un total de 16.7 millones de dólares. En la actualidad, colabora en la gestión de 16 subvenciones activas, valoradas en más de 16.4 millones de dólares, para la Oficina Ejecutiva.

Haga clic AQUÍ para leer más...

Oficina de Servicios de Emergencia



La Oficina de Servicios de Emergencia del Condado de Mendocino (OES) reforzó recientemente la preparación para incendios forestales mediante varias medidas clave. El 26 de junio, un ejercicio de capacitación del Centro de Operaciones de Emergencia (EOC simuló condiciones de incendio forestal durante las alertas de bandera roja, lo que brindó al personal experiencia práctica e identificó áreas clave de mejora. El nuevo personal de la Sección de Finanzas recibió capacitación adicional y los nuevos operadores de radio voluntarios fueron juramentados oficialmente. La OES también mejoró la coordinación regional mediante una reunión con cinco condados vecinos, el Servicio Meteorológico Nacional y Cal OES para planificar la temporada de incendios y abordar los cambios en las prioridades federales y estatales, así como en las oportunidades de financiamiento. Las recientes iniciativas de divulgación se ampliaron para incluir una serie de entrevistas de preparación en español para la radio local. Finalmente, se renombró una zona de evacuación en el sur del condado para mejorar el mapeo y reflejar mejor las áreas locales de respuesta a incendios, en colaboración con el Departamento de Bomberos de Anderson Valley, Hopland y la Oficina del Sheriff del Condado de Mendocino.

Haga clic AQUÍ para leer más...

Programa de Bienestar del Empleado

Mendocino County Working on Wellness (MCWOW) está dedicado a empoderar a nuestros servidores públicos para que prosperen, tanto profesional como personalmente. Este mes, estamos emocionados de resaltar algunos de los valiosos beneficios para empleados disponibles a través del Programa de Bienestar:

- A mediados de julio, 415 empleados del condado se han registrado para un Examen de Salud Biométrico gratuito y confidencial. ¡Quedan solo 4 eventos de exámenes de salud biométricos, no pierdas esta oportunidad de obtener hasta $500 de descuento en el costo del plan de salud del condado para 2026!
- Los empleados del condado pueden acceder al Centro de Descuentos LifeMart a través de Magellan Health, que ofrece ahorros en viajes, parques de atracciones, electrónicos, alimentos y más. ¡Con el verano en pleno apogeo, es el momento perfecto para explorar descuentos en actividades de entretenimiento y recreación!
- El Condado de Mendocino ha introducido las caminatas Moais en varias oficinas del condado, fomentando que el personal tome descansos, se mantenga activo y se conecte con sus compañeros en un ambiente divertido y de apoyo. Esta iniciativa, posible gracias a la colaboración del condado con el Proyecto Blue Zones, apoya nuestro objetivo de fomentar una cultura de bienestar integral.

Haga clic AQUÍ para leer más..



Prevención, Recuperación, Resiliencia y Mitigación

En junio, el equipo de Prevención, Recuperación, Resiliencia y Mitigación (PRRM, por sus siglas en inglés) continuó avanzando en proyectos para mitigar desastres y desarrollar la resiliencia comunitaria, incluidos el Proyecto de Reducción de Combustible y Preparación Comunitaria, la Planificación de Evacuación de East Hills, el Proyecto de Resiliencia Comunitaria ante Incendios Forestales, el Proyecto de Resistencia a la Ignición, el Proyecto de Ordenanza de Reducción de Combustible y Planificación de Cumplimiento, el Plan Multijurisdiccional de Mitigación de Riesgos Locales 2025, la Planificación de Reducción de Combustible de Orr Springs y el Proyecto de Respuesta ante Emergencias por Inundaciones. El personal también trabaja estrechamente con socios clave y la unidad local de CAL FIRE para desarrollar proyectos para la nueva ronda de solicitudes del Programa de Subvenciones de Mitigación de Riesgos (HMGP) y subvenciones de CAL FIRE.

Haga clic AQUÍ para leer más..

Recursos Humanos

El Departamento de Recursos Humanos continúa apoyando el compromiso del Condado con el reconocimiento, la retención y la excelencia en el desempeño de los empleados. En este informe se destacan los datos y las actividades clave de la fuerza laboral durante el período que abarca el informe, centrándose en las estadísticas de premios por servicios, los aumentos extraordinarios por mérito y la Comisión de Administración Pública. Estos reconocimientos reflejan la dedicación y las contribuciones de los empleados del Condado y subrayan nuestros esfuerzos continuos para promover una cultura de aprecio y alto rendimiento.

Haga clic AQUÍ para leer más...

Salud Ambiental



El equipo de Salud Ambiental está avanzando en iniciativas estratégicas para reubicar la oficina de Fort Bragg y digitalizar los archivos de Uso de la Tierra, Residuos Sólidos y Protección al Consumidor, lo que mejorará la eficiencia y la prestación de servicios. El departamento todavía está trabajando en estrecha colaboración con Planificación y Construcción para completar la mudanza de la oficina de Fort Bragg. El traslado al Centro Ávila en la calle S. Franklin tuvo lugar la semana del 9 al 13 de junio, y durante este tiempo los servicios de cortejo fueron limitados. EH y PBS reanudaron sus operaciones el lunes 16 de junio.

El 20 de mayo de 2025, la Junta de Servicios de Administración (BOS) aprobó nuestro contrato con Toshiba, punto 3ae, para digitalizar los expedientes de Uso del Suelo, Residuos Sólidos y Protección al Consumidor. La digitalización de estos expedientes beneficiará significativamente al personal, al público y a la comunidad regulada al mejorar la eficiencia, la organización y la accesibilidad. El personal ahorrará tiempo gracias a las funciones de búsqueda y recuperación rápidas, y los clientes recibirán respuestas más rápidas a sus solicitudes de expedientes.

Haga clic AQUÍ para leer más...

Salud Publica

A medida que comienzan los preparativos para la temporada de gripe 2025–2026, el Departamento de Salud Pública del Condado de Mendocino se encuentra activamente planificando diversas iniciativas para apoyar la salud de la comunidad. Actualmente, el personal está inscribiendo proveedores en el sistema myCAVax, asignando dosis de vacunas contra la gripe y organizando próximos eventos de vacunación.
Con el inicio del año escolar acercándose, Salud Pública recuerda a las familias que este es un buen momento para asegurarse de que los niños estén al día

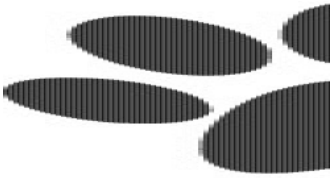
con sus vacunas escolares.

El personal de Salud Pública ya ha comenzado a interactuar con la comunidad, participando recientemente en eventos como el de Deportes, Exámenes Físicos y Regreso a Clases de Adventist Health Mendocino Coast el 28 de junio, el evento en Adventist Health Howard Hospital el 13 de julio, y el evento en Adventist Health Ukiah Valley el 19 de julio.

Próximamente, Salud Pública estará presente en el Evento de Instalación de Asientos para Auto en el Centro de Recursos Familiares Healthy Start (44400 Willis Ave., Laytonville) el martes 29 de julio de 1:00 a 4:00 p.m.

Salud Pública continúa ofreciendo servicios de vacunación tres días a la semana, ayudando a los residentes a mantenerse protegidos y saludables durante todo el año.

Haga clic AQUÍ para leer más...



Servicios de Cuidado De Animales

Las áreas del programa de Servicios de Cuidado Animal incluyen el Refugio, la Clínica y los Servicios de Protección de Animal. Estos programas ofrecen actividades educativas sobre animales, adopciones, oportunidades de voluntariado, hogares temporales, servicios de animales perdidos y encontrados, programas de captura-esterilización-retorno para gatos ferales, licencias para perros, esterilización y castración a bajo costo, atención veterinaria, educación sobre salud de animal, vacunas contra la rabia, implantación de microchips, rescate de animales perdidos o callejeros, respuesta a animales heridos o enfermos y denuncias de crueldad, además de promover la tenencia responsable de mascotas.

Haga clic AQUÍ para leer más...

Servicios de Planificación y Construcción

¡Nuestra oficina de Fort Bragg se ha mudado! A partir del lunes 16 de junio de 2025, las oficinas de Planificación y Construcción (PBS) en Fort Bragg se encuentran en 752 South Franklin Street, Fort Bragg. El Departamento espera continuar brindando servicios al público desde nuestra nueva ubicación.

El Gran Jurado del Condado de Mendocino publicó un informe el 6 de junio de 2025 titulado *"Problemas estructurales del Departamento de Planificación y Construcción: Exponiendo las grietas"*, el cual puede encontrarse aquí: https://www.mendocinocounty.gov/government/county-organization/grand-jury/2024-25-reports.

La Junta de Supervisores (BOS) designó un comité ad hoc el 24 de junio de 2025 para colaborar con PBS y desarrollar una respuesta al informe dentro de los 90 días posteriores a su publicación, según lo requiere el informe.

Haga clic AQUÍ para leer más...

Servicios de Manutención Infantil



El Departamento de Servicios de Manutención de Niños del Condado de Mendocino se esfuerza por "Ayudar a los padres a invertir en sus hijos". Nuestra misión es servir a los niños y sus familias estableciendo la paternidad y haciendo cumplir las órdenes de manutención de manera justa y equitativa.

Haga clic AQUÍ para leer más...

Servicios de Salud Conductual y Recuperación

Salud mental - Ley de Servicios de Salud Mental (MHSA)
Julio marca el inicio de un nuevo año y eso significa un nuevo calendario de eventos para las partes interesadas.

Los foros de la Ley de Servicios de Salud Mental y del Comité de Mejora de la Calidad se programan hasta finales de año. Estos eventos brindan a cualquier persona interesada o afectada por el sistema de especialidades de Salud Conductual la oportunidad de conocer datos, información y recursos, y de compartir sus experiencias.

BHRS organizará la siguiente reunión de comunicación con las partes interesadas:

· Foro de la Ley de Servicios de Salud Mental (MHSA)/Comité de Mejora de la Calidad el miércoles 27 de agosto de 2025, de 12:00 p. m. a 2:00 p. m. en el Centro, 200 Main Street, Point Arena, CA 95468 y através del enlace de Teams.

Haga clic AQUÍ para leer más...



Servicios Sociales

MCDSS se orgullese de apoyar la educacion continual y el desarrollo de nuestro equipo. El miercoles, julio 9, la Universidad de Chico State y Cal Poly Humboldt nos proporcionaron presentaciones para el personal interesado en continuar su educacion en trabajo social. El evento tambien conto con un panel inspirador del personal de MCDSS que compartieron sus experiencias del como obtuvieron un BSW o MSW, incluyendo a esos que recibieron su apoyo educacional atravez del Titulo IV-E, el cual puede cubrir muchos de los costos educativos. El miercoles, Julio 9, el Condado

de Mendocino Departmento de Servicios Sociales (MCDSS), en asociacion de Mendocino County Homeless Services Continuum of Care, llevaron acabo dos discuciones comunitarias importantes enfocandose en abordar la falta de vivienda en el Condado de Mendocino. El martes, julio 22, Family & Children's Services organizo la Revista de Servicios del Condado de Mendocino para Niños y Familias (CFSR) Reunion de Socios en el Ukiah Valley Conference Center. Este evento de dia completo proporciono una valiosa oportunidad para una colaboracion significativa, un aprendizaje compartido, y una vision colectiva. Al fin, el Special Investigations Unit (SIU) ha improbado significamente la sistema de verificacion de ingresos y elegibilidad (IEVS) tiempo de proceso a 100% en la segunda cuarta.

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Mendocino County
Board of Supervisors
Agenda Summary

Item #: 4k)

To: BOARD OF SUPERVISORS

From: Executive Office

Meeting Date: July 29, 2025

Department Contact: Darcie Antle **Phone:** 707-463-4441

Item Type: Regular Agenda **Time Allocated for Item**: 15 Minutes

Agenda Title:
Discussion and Possible Action Including Review, Adoption, Amendment, Consideration or Ratification of Legislation Pursuant to the Adopted Legislative Platform
(Sponsor: Executive Office)

Recommended Action/Motion:
Provide direction to staff on matters of legislation.

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk Final Status: **Withdrawn**
Date: July 29, 2025

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 4l)

To: BOARD OF SUPERVISORS

From: Board of Supervisors

Meeting Date: July 29, 2025

Department Contact: Darcie Antle **Phone:** 707-463-4441

Item Type: Regular Agenda **Time Allocated for Item**: 15 Minutes

Agenda Title:
Supervisors' Reports Regarding Board Special Assignments, Standing and Ad Hoc Committee Meetings, and Other Items of General Interest
(Sponsor: Board of Supervisors)

Recommended Action/Motion:
Provide direction to staff on matters of legislation.

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Executed By: Atlas Pearson, Senior Deputy Clerk Final Status: **No Action Taken**
Date: July 29, 2025

TO: Mendocino County Board of Supervisors
FRI Supervisor Bernie Norvell, Fourth District
SUBJECT: Report-Out – NACo Conference and Legislative Meetings

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NACo Conference and Legislative Meetings – Report on Attendance

Having had the opportunity to attend the **National Association of Counties (NACo) Conference and Legislative Meetings**, which included the County Forum on Health and Wellbeing and the Health Policy Steering Committee. These gatherings convened county leaders and national experts to discuss key issues facing counties, particularly in the areas of behavioral health, health equity, and interdepartmental collaboration. I am pleased to provide the following report highlighting Mendocino County's engagement and the lessons learned.

Behavioral Health Crisis Response

A recurring theme throughout the conference was the critical role counties play in responding to the behavioral health crisis—from managing emergency calls to delivering long-term care. Presenters shared tools being used across the country, such as mobile crisis teams, law enforcement diversion programs, crisis stabilization centers, and community-based services designed to connect individuals to the right level of care in a timely manner.

I had the opportunity to speak about programs in Mendocino County, identifying those that are performing well and others that need refinement. There was robust conversation around the shortcomings of the Housing First model, especially when implemented without mandated supportive services tailored to behavioral health and addiction recovery.

Health Equity and System Diversion

Dr. Ruth Abaya delivered a keynote on the intersection of healthcare access, mental health, and justice system involvement for individuals with unaddressed behavioral health needs. Her presentation stressed the need for upstream, community-based interventions, underscoring the role of counties in advancing equitable solutions. Her remarks closely mirrored the goals and direction of our CORE initiative in Mendocino County.

Health Policy Steering Committee Discussions

During the Health Policy Steering Committee sessions, national experts addressed several pressing health-related policy matters, including:

- Combatting hunger as a social determinant of health
- Addressing the growing youth mental health crisis
- Improving cybersecurity in public health systems

I raised the ongoing trend of integrating social services with law enforcement, highlighting the challenges that come with this model—specifically around funding limitations, access to the Homeless Management Information System (HMIS), and the need for departments to work beyond traditional silos. It was noted that some programs under law enforcement oversight have full HMIS access, while others still struggle to obtain it, creating disparities in data coordination and case management.

Peer Collaboration with Other Counties

A valuable outcome of the conference was the opportunity to engage in sidebar conversations with representatives from twelve counties also working to implement CORE-style programs. Each reported facing similar challenges, particularly regarding HMIS integration and interagency collaboration. We agreed to continue collaborating on proposed reforms to improve HMIS and its use across jurisdictions.

Conclusion

Attending the NACo Conference and Legislative Meetings reaffirmed that Mendocino County is aligned with broader national trends and challenges—and that we are not alone in our pursuit of improved behavioral health care, integrated services, and more effective data systems. I appreciate the opportunity to have represented our county and to bring back actionable insights and relationships that will strengthen our local efforts.

Thank you to the Board of Supervisors for supporting my participation in these important discussions.

Respectfully submitted,
Supervisor Bernie Norvell
Fourth District, Mendocino County Board of Supervisors

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 6a)

To: BOARD OF SUPERVISORS

From: County Counsel

Meeting Date: July 29, 2025

Item Type: Closed Session **Time Allocated for Item**: 15 Minutes

Agenda Title:
Pursuant to Government Code section 54956.8 - Conference with Real Property Negotiator - Property: Physical Address: 46980 Ocean View Avenue, Gualala, CA and APN: 144-034-24. Agency Negotiators: Darcie Antle, Sara Pierce. Negotiating parties: County of Mendocino and South Coast Fire Protection District. Under Negotiation: Price, terms, and conditions of proposed sale of real property.

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Executed By: Atlas Pearson, Senior Deputy Clerk Final Status: **No Reportable Action Taken**
Date: July 29, 2025

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 6b)

To: BOARD OF SUPERVISORS

From: Human Resources

Meeting Date: July 29, 2025

Item Type: Closed Session

Time Allocated for Item: 30 Minutes

Agenda Title:

Pursuant to Government Code Section 54957.6 - Conference with Labor Negotiator - Agency Negotiators: Darcie Antle and Cherie Johnson; Employee Organization(s): Service Employees' International Union (SEIU) Local 1021, Mendocino County Deputy Sheriffs' Association (DSA), Mendocino County Law Enforcement Management Association (MCLEMA), Mendocino County Management Association, Mendocino County Association of Confidential Employees (MCACE), Mendocino County Department Head Association, Mendocino County Probation Employees' Association (MCPEA)Teamsters Local 856, Mendocino County Public Authority and SEIU Local 2015 (IHSS), Mendocino County Public Attorneys' Association (MCPAA), and Unrepresented

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Executed By: Atlas Pearson, Senior Deputy Clerk

Final Status: **No Reportable Action Taken**

Date: July 29, 2025

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 6c)

To: BOARD OF SUPERVISORS

From: County Counsel

Meeting Date: July 29, 2025

Item Type: Closed Session **Time Allocated for Item**: 15 Minutes

Agenda Title:
Pursuant to Government Code section 54956.9(d)(1) - Conference with Legal Counsel - Existing Litigation: One Case - Chamise Cubbison v. County of Mendocino, et al., Mendocino County Superior Court, Case No. 23CV01231

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Executed By: Atlas Pearson, Senior Deputy Clerk Final Status: **No Reportable Action Taken**

Date: July 29, 2025

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 6d)

To: BOARD OF SUPERVISORS

From: County Counsel

Meeting Date: July 29, 2025

Item Type: Closed Session

Time Allocated for Item: 15 Minutes

Agenda Title:
Pursuant to Government Code Section 54956.9(d)(2) - Conference with Legal Counsel - Anticipated Litigation: Significant Exposure to Litigation Arising from a Complaint from a Former Employee of the Mendocino County Air Quality Management District: One Case

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Executed By: Atlas Pearson, Senior Deputy Clerk

Final Status: **No Reportable Action Taken**

Date: July 29, 2025

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3a)

To: BOARD OF SUPERVISORS

From: Executive Office

Meeting Date: July 29, 2025

Department Contact: Atlas Pearson **Phone:** 707-463-4441
Department Contact: Darcie Antle **Phone:** 707-463-4441

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Approval of Minutes of July 8, 2025, Regular Meeting

Recommended Action/Motion:
Approve minutes of July 8, 2025, regular meeting.

CEO Liaison: Executive Office

CEO Review: Yes
CEO Comments:

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Executed By: Atlas Pearson, Senior Deputy Clerk Final Status: **Approved**
Date: July 29, 2025

MADELINE CLINE
1st District
Supervisor

MAUREEN MULHEREN
2nd District
Supervisor

JOHN HASCHAK
3rd District
Supervisor
Chair

BERNIE NORVELL
4th District
Supervisor
Vice-Chair

TED WILLIAMS
5th District
Supervisor



DARCIE ANTLE
Chief Executive Officer/
Clerk of the Board

Charlotte E. Scott
County Counsel

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MENDOCINO COUNTY BOARD OF SUPERVISORS

ACTION MINUTES – July 8, 2025

BEFORE THE BOARD OF SUPERVISORS
COUNTY OF MENDOCINO - STATE OF CALIFORNIA
FAIR STATEMENT OF PROCEEDINGS
(PURSUANT TO CALIFORNIA GOVERNMENT CODE §25150)

AGENDA ITEM NO. 1 – OPEN SESSION (PLEDGE OF ALLEGIANCE AND ROLL CALL 9:00 A.M.)

Present: Supervisor Maureen Mulheren, Supervisor John Haschak, Supervisor Bernie Norvell, and Supervisor Ted Williams.

Staff Present: Darcie Antle, Chief Executive Officer; Charlotte E. Scott, County Counsel; Lillian Bearden, Deputy Clerk of the Board; and Atlas M.A. Pearson, Senior Deputy Clerk of the Board.

The Pledge of Allegiance was led by: Supervisor Mulheren.

AGENDA ITEM NO. 2 – PUBLIC EXPRESSION

Presenter/s: Dee Pallesen; Mark Donegan; and Christina.

AGENDA ITEM NO. 3 – APPROVAL OF CONSENT CALENDAR

THE BOARD OF SUPERVISORS WENT INTO RECESS AND RECONVENED AS THE BOARD OF DIRECTORS OF THE AIR QUALITY MANAGEMENT DISTRICT TO HEAR ITEM 3P.

3P) APPROVAL OF AGREEMENT WITH RAMAN KAPAHI, DBA ENVIRONMENTAL PERMITTING SPECIALISTS IN THE AMOUNT OF $40,000, TO PROVIDE ON-CALL TECHNICAL SERVICES, EFFECTIVE UPON EXECUTION THROUGH JUNE 30, 2027 - SPONSOR: AIR QUALITY MANAGEMENT DISTRICT

Presenter/s: Chair Haschak.

Public Comment: None.

Board Action: Upon motion by Supervisor Mulheren, seconded by Supervisor Norvell, IT IS ORDERED that the Board of Supervisors approves Agreement with Raman Kapahi, DBA Environmental Permitting Specialists in the amount of $40,000, to provide on-call technical services, effective upon execution through June 30, 2027; authorizes the Chief Executive Officer or designee to sign any future amendments that do not increase the maximum amount; and authorizes Chair to sign same. The motion carried by the following vote:

Aye: 4 – Supervisor Mulheren, Supervisor Haschak, Supervisor Norvell, and Supervisor Williams

No: 0 – None

Absent: 1 – Supervisor Cline

Enactment No: Agreement 25-121

THE BOARD OF DIRECTORS OF THE AIR QUALITY MANAGEMENT DISTRICT WENT INTO RECESS AND RECONVENED AS THE BOARD OF SUPERVISORS.

AGENDA ITEM NO. 3 – APPROVAL OF CONSENT CALENDAR

Presenter/s: Chair Haschak.

Public Comment: Dee Pallesen.

Board Action: Upon motion by Supervisor Mulheren, seconded by Supervisor Williams, IT IS ORDERED that item 3v) is pulled for separate consideration, and Consent Calendar items 3a) – 3u), and 3w) – 3ae) are hereby approved as follows. The motion carried by the following vote:

Aye: 4 – Supervisor Mulheren, Supervisor Haschak, Supervisor Norvell, and Supervisor Williams

No: 0 – None

Absent: 1 – Supervisor Cline

3A) APPROVAL OF MINUTES OF JUNE 24, 2025, REGULAR MEETING – SPONSOR: EXECUTIVE OFFICE

Approved and Chair is authorized to sign same;

3B) APPROVAL OF RECOMMENDED SPECIAL DISTRICT APPOINTMENTS – SPONSOR: EXECUTIVE OFFICE

Approved;

3C) APPOINTMENT OF SUPERVISOR NORVELL AS THE BOARD OF SUPERVISORS REPRESENTATIVE TO THE NATIONAL ASSOCIATION OF COUNTIES (NACO) AND THE ALTERNATE BOARD OF SUPERVISORS REPRESENTATIVE TO THE RURAL COUNTY REPRESENTATIVES OF CALIFORNIA (RCRC); AND APPOINTMENT OF SUPERVISOR HASCHAK AS THE BOARD OF SUPERVISORS REPRESENTATIVE TO THE CALIFORNIA STATE ASSOCIATION OF COUNTIES (CSAC), ALTERNATE BOARD OF SUPERVISORS REPRESENTATIVE TO THE GOLDEN STATE CONNECT AUTHORITY (GSCA), AND ALTERNATE BOARD OF SUPERVISORS REPRESENTATIVE TO GOLDEN STATE FINANCE AUTHORITY (GSFA) – SPONSOR: CHAIR HASCHAK

Approved;

3D) ADOPTION OF PROCLAMATION RECOGNIZING JULY 20 - 26, 2025 AS PROBATION SERVICES WEEK IN MENDOCINO COUNTY – SPONSORS: SUPERVISOR HASCHAK, SUPERVISOR NORVELL, AND PROBATION

Adopted and Chair is authorized to sign same;

3E) APPROVAL OF THE BOARD OF SUPERVISORS' RESPONSE TO THE 2024/2025 GRAND JURY REPORT AND DISBANDING OF THE GRAND JURY AD HOC COMMITTEE FOR THE GRAND JURY REPORT TITLED "CONTINUITY REPORT"; AND DIRECTION TO THE CLERK OF THE BOARD TO RETURN ORIGINAL TO THE COUNTY COUNSEL'S OFFICE FOR SUBMISSION – SPONSORS: BOARD OF SUPERVISORS AND COUNTY COUNSEL

Approved;

3F) ADOPTION OF RESOLUTION RENEWING A DECLARATION OF A LOCAL EMERGENCY RELATED TO TREE MORTALITY – SPONSOR: EXECUTIVE OFFICE

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 25-112

3G) ADOPTION OF RESOLUTION RENEWING A DECLARATION OF A LOCAL EMERGENCY RELATED TO CLIMATE CHANGE – SPONSOR: EXECUTIVE OFFICE

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 25-113

3H) APPROVAL OF A DECREASE IN APPROPRIATIONS OF FUNDS FOR FUND 1100, BUDGET UNIT 4011, ORG EHDR2, LINE ITEMS 862253 TRAVEL & TRANSPORTATION OUT OF COUNTY BY $4,000, 864370 EQUIPMENT BY $6,000, AND ORG EHHAZ, LINE ITEM 864370 EQUIPMENT BY $15,000; AND AN INCREASE OF APPROPRIATIONS IN FUND 3260, BUDGET UNIT 0326, ORG HO LINE ITEMS 862150 MEMBERSHIPS, 827802 OPERATING TRANSFER IN, AND TO FUND 1100 BUDGET UNIT 1000, ORG ND, LINE ITEM 865802 OPERATING TRANSFER OUT FOR FISCAL YEAR 2025-26 – SPONSOR: EXECUTIVE OFFICE

Approved and Chair is authorized to sign same;

3I) APPROVAL OF THIRD AMENDMENT TO BOS AGREEMENT NO. 24-062 WITH DFM GARAGE INC., DBA DFM AUTO REPAIR EXTENDING THE TERMINATION DATE FROM JUNE 30, 2025, TO JUNE 30, 2026, AND INCREASING THE TOTAL AMOUNT PAYABLE IN THE AMOUNT OF $125,000, FOR A NEW AGREEMENT TOTAL OF $325,000 FOR COUNTY FLEET REPAIR AND MAINTENANCE SERVICES – SPONSORS: EXECUTIVE OFFICE

Approved and Chair is authorized to sign same;

Enactment No: Agreement 24-062-A2

3J) APPROVAL OF AGREEMENT WITH CITY OF FORT BRAGG FOR SIDEWALK IMPROVEMENTS AT THE FORT BRAGG LIBRARY AND FINDING, PURSUANT TO GOVERNMENT CODE SECTION 25526.6, THAT THE PROPOSED CONSTRUCTION IS IN THE PUBLIC INTEREST, AS THE IMPROVEMENTS WILL CREATE AN IMPROVED PUBLIC ASSET FOR PUBLIC ENJOYMENT AND RECREATION, AND THE TEMPORARY CONSTRUCTION AGREEMENT WILL NOT CONFLICT OR INTERFERE WITH THE USE OF THE REMAINDER OF THE COUNTY PROPERTY, AS A LIBRARY – SPONSOR: EXECUTIVE OFFICE

Approved and Chair is authorized to sign same;

Enactment No: Agreement 25-118

3K) APPROVAL OF RETROACTIVE SECOND AMENDMENT TO AGREEMENT NO. BOS 24-210 WITH INTEGRITY SHRED, LLC IN THE AMOUNT OF $40,000 FOR A TOTAL OF $120,000 FOR CONTINUED ON-SITE SECURE DOCUMENT AND OTHER MEDIA SHREDDING AND DESTRUCTION SERVICES AND EXTEND THE TERMINATION DATE FROM JUNE 30, 2025, TO JUNE 30, 2026 – SPONSOR: EXECUTIVE OFFICE

Approved and Chair is authorized to sign same;

Enactment No: Agreement 24-210-A1

3L) APPROVAL OF RETROACTIVE AGREEMENT WITH TOSHIBA BUSINESS SOLUTIONS (TOSHIBA) IN THE AMOUNT OF $95,000 FOR CONTINUED MAINTENANCE SERVICES OF THE COUNTY'S TOSHIBA COPIER FLEET, EFFECTIVE JUNE 30, 2025, TO JUNE 30, 2026 – SPONSOR: EXECUTIVE OFFICE

Approved and Chair is authorized to sign same;

Enactment No: Agreement 25-119

3M) AUTHORIZATION TO AWARD AND APPROVAL OF AN AGREEMENT WITH GREEN FLUSH TECHNOLOGIES, LLC IN THE AMOUNT OF $228,175.36 FOR THE PURCHASE AND DELIVERY OF A RESTROOM BUILDING FOR MILL CREEK PARK AT 2996 MILL CREEK ROAD IN TALMAGE FOR THE PERIOD FROM THE DATE OF EXECUTION THROUGH JUNE 30, 2026 – SPONSOR: EXECUTIVE OFFICE

Approved and Chair is authorized to sign same;

Enactment No: Agreement 25-120

3N) AUTHORIZATION FOR THE PURCHASING AGENT OR DESIGNEE TO ESTABLISH A CAPITAL IMPROVEMENT PROJECT TO REMOVE AND REPLACE THE FAILED HVAC UNIT ON THE FAMILY AND CHILDREN'S SERVICES BUILDING IN THE AMOUNT OF $35,000 FROM THE CAPITAL IMPROVEMENT FUND APPROPRIATION FOR UNANTICIPATED CAPITAL PROJECTS – SPONSOR: EXECUTIVE OFFICE

Approved;

3O) REJECTION OF ALL BIDS SUBMITTED FOR BID NUMBER 017-25 FOR THE BOWER PARK IMPROVEMENT AND RESTORATION PROJECT; AND DIRECTION TO STAFF TO MODIFY THE SCOPE AND RE-BID THE PROJECT – SPONSOR: EXECUTIVE OFFICE

Approved;

3Q) APPROVAL AND APPOINTMENTS OF APPOINTMENTS-IN-LIEU OF ELECTIONS FOR THE AUGUST 26TH, 2025, SPECIAL DISTRICT ALL MAIL ELECTION FOR IRISH BEACH WATER DISTRICT AND THE MENDOCINO COUNTY WATERWORKS DISTRICT II; AND FURTHER AUTHORIZING ADDITIONAL APPOINTMENTS OF QUALIFIED PERSONS BE MADE FOR THOSE DISTRICTS THAT DID NOT HAVE THE SUFFICIENT NUMBER OF CANDIDATES – SPONSOR: ASSESSOR/CLERK-RECORDER

Approved;

3R) AUTHORIZATION FOR THE REGISTRAR OF VOTERS TO CONSOLIDATE AND CONDUCT A SPECIAL ELECTION FOR THE UKIAH UNIFIED SCHOOL DISTRICT TRUSTEE AREA 6 WITH THE NOVEMBER 4, 2025, CONSOLIDATED DISTRICT ELECTION – SPONSOR: ASSESSOR/CLERK-RECORDER

Approved;

3S) ADOPTION OF RESOLUTION AUTHORIZING THE AUDITOR CONTROLLER TREASURER TAX COLLECTOR OR DESIGNEE TO PROCESS AND PAY FOR OUTSTANDING INVOICES, TOTALING THE AMOUNT OF $19,454.50, FROM VARIOUS PSYCHIATRIC HOSPITALS, CLINICS AND PHYSICIAN OFFICES FOR MANDATED SERVICES PROVIDED TO QUALIFIED MENDOCINO COUNTY MENTAL HEALTH CLIENTS – SPONSOR: BEHAVIORAL HEALTH AND RECOVERY SERVICES

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 25-114

3T) APPROVAL OF AGREEMENT WITH PINOLEVILLE POMO NATION IN THE AMOUNT OF $901,359 TO PROVIDE MENTAL HEALTH SERVICES ACT INNOVATION PROJECT NO. 3, PINOLEVILLE NATIVE WARMLINE SERVICES TO THE NATIVE COMMUNITY IN MENDOCINO COUNTY, EFFECTIVE UPON SIGNING TO JUNE 30, 2028 – SPONSOR: BEHAVIORAL HEALTH AND RECOVERY SERVICES

Approved and Chair is authorized to sign same;

Enactment No: Agreement 25-122

3U) APPROVAL OF LEGAL SERVICES AGREEMENT WITH KRONICK, MOSKOVITZ, TIEDMANN & GIRARD, A PROFESSIONAL CORPORATION, FOR A TOTAL OF $20,000, TO PROVIDE LEGAL SERVICES RELATED TO SCOTT ROAT VS. COUNTY OF MENDOCINO, ET AL. OR ANY CASE WHICH MAY BE FILED PERTAINING TO APPLICATION MHRB_2024-0009, EFFECTIVE UPON EXECUTION THROUGH JUNE 30, 2026 – SPONSOR: COUNTY COUNSEL

Approved and Chair is authorized to sign same;

Enactment No: Agreement 25-123

3W) ADOPTION OF RESOLUTION AMENDING THE POSITION ALLOCATION TABLE AS FOLLOWS: BUDGET UNIT 2090 (CHILD SUPPORT SERVICES), ADD 1.0 FTE, ACCOUNT SPECIALIST III, $46,675.20 - $56,721.60/ANNUALLY – SPONSOR: HUMAN RESOURCES

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 25-115

3X) ADOPTION OF RESOLUTION AMENDING THE POSITION ALLOCATION TABLE AS FOLLOWS: BUDGET UNIT 2560 (PROBATION), ADD 2.0 FTE, SENIOR DEPARTMENT ANALYST $74,859.20 - $90,979.20/ANNUALLY; DELETE 1.0 FTE, (POSITION NO. 4373) ADMINISTRATIVE ASSISTANT, $45,864.00 - $55,764.80/ANNUALLY – SPONSOR: HUMAN RESOURCES

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 25-116

3Y) ADOPTION OF RESOLUTION AMENDING THE POSITION ALLOCATION TABLE AS FOLLOWS: TRANSFER FROM BUDGET UNIT 5010 (SOCIAL SERVICES) TO BUDGET UNIT 1960 (INFORMATION SERVICES); POSITION NUMBERS 4473, 4474 (INFORMATION SYSTEMS TECHNICIAN II), 4475 (INFORMATION SYSTEMS SPECIALIST), AND POSITION NUMBER 4476 (CONF NETWORK SYSTEMS ANALYST II) – SPONSOR: HUMAN RESOURCES

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 25-117

3Z) APPROVAL OF SECOND AMENDMENT TO BOS AGREEMENT NO. 22-133 BETWEEN IMPERIAL COUNTY OFFICE OF EDUCATION (ICOE) AND MENDOCINO COUNTY LIBRARY IN THE APPROXIMATE AMOUNT OF $37,830 FOR THE PROVISION, INSTALLATION, AND MAINTENANCE OF ADVANCED NETWORK (DATA) SERVICES TO COUNTY LIBRARY SITE, AND APPLICATION FOR E-RATE AND CALIFORNIA TELECONNECT FUND (CTF) DISCOUNTS, EFFECTIVE FY 25-26 THROUGH FY 29-30 – SPONSOR: LIBRARY

Approved and Chair is authorized to sign same;

Enactment No: Agreement 22-133-A2

3AA) ACCEPTANCE OF INFORMATIONAL REPORT REGARDING THE ISSUANCE OF EMERGENCY COASTAL DEVELOPMENT PERMIT EM_2025-0001 (PASSALACQUA) TO REPLACE THE FOUNDATION AND FRONT FAÇADE OF AN EXISTING STRUCTURE, LOCATED AT 38911 N. HIGHWAY 1, WESTPORT, APN: 013-300-58 – SPONSOR: PLANNING AND BUILDING SERVICES

Approved;

3AB) APPROVAL OF SECOND AMENDMENT TO BOS AGREEMENT 24-037 WITH LARRY WALKER ASSOCIATES, INC. TO EXTEND THE TERMINATION DATE FROM JUNE 30, 2025, TO DECEMBER 31, 2025 – SPONSOR: PLANNING AND BUILDING SERVICES

Approved and Chair is authorized to sign same;

Enactment No: Agreement 24-037-A2

3AC) APPROVAL OF APPROPRIATION TRANSFER OF FUNDS FOR A-87 COSTS AND HUMAN RESOURCES DIRECT CHARGES FROM CARES ACT ACCOUNT CARESRA LINE ITEM 865802 OPERATING TRANSFER OUT IN THE AMOUNT OF $1,232,872 TO SOCIAL SERVICES LINE ITEM 827802 OPERATING TRANSFER IN THE AMOUNT OF $1,232,872, INCREASE LINE ITEMS SS 862194 A-87 COSTS BY $1,709,310 AND SS 862239 BY $479,194 FOR FISCAL YEAR 2024-25; AUTHORIZE THE TRANSFER UP TO $995,633 FROM 1100-770046 CALWORKS, ADULTS, AND FAMILY CONNECTION – SPONSOR: SOCIAL SERVICES

Approved and Chair is authorized to sign same;

3AD) ADOPTION OF RESOLUTION APPROVING AND LEVYING A SPECIAL TAX FOR FISCAL YEAR 2025-2026 IN THE AMOUNT OF $72.71 ON EACH PARCEL WITHIN THE LAKEWOOD LIGHTING DISTRICT OF MENDOCINO COUNTY (UKIAH AREA) – SPONSOR: TRANSPORTATION/SOLID WASTE

Adopted and Chair is authorized to sign same;

Enactment No: Resolution 25-118

3AE) ADOPTION OF RESOLUTION APPROVING DEPARTMENT OF TRANSPORTATION AGREEMENT NUMBER 230044 WITH MGE ENGINEERING INC. IN THE AMOUNT OF $1,832,000 FOR PROFESSIONAL ENGINEERING DESIGN SERVICES, AND AUTHORIZING AN ADDITIONAL CONTINGENCY AMOUNT OF $183,000, FOR THE CAMP 1 TEN MILE ROAD BRIDGE REPLACEMENT PROJECT OVER SOUTH FORK TEN MILE RIVER, COUNTY ROAD 427, MILE POST 1.88 (FORT BRAGG AREA) – SPONSOR: TRANSPORTATION/SOLID WASTE

Adopted and Chair is authorized to sign same.

Enactment No: Resolution 25-119; Agreement 25-124

AGENDA ITEM NO. 4 – REGULAR CALENDAR

4A) DISCUSSION AND POSSIBLE ACTION INCLUDING ACCEPTANCE OF INFORMATIONAL REPORT(S) FROM THE ASSESSOR/CLERK-RECORDER/REGISTRAR OF VOTERS, ACTING AUDITOR-CONTROLLER/TREASURER-TAX COLLECTOR, DISTRICT ATTORNEY, SHERIFF AND VARIOUS COUNTY DEPARTMENT HEADS OR DESIGNEE(S) – SPONSOR: EXECUTIVE OFFICE

Presenter/s: Chamise Cubbison, Auditor-Controller/Treasurer-Tax Collector; and Cherie Johnson, Director, Human Resources.

Public Comment: None.

Board Action: No Action Taken.

AGENDA ITEM NO. 6 – CLOSED SESSION

Presenter/s: Chair Haschak.

Public Comment: None.

ADJOURNED TO CLOSED SESSION: 9:33 A.M.

6A) PURSUANT TO GOVERNMENT CODE SECTION 54957.6 - CONFERENCE WITH LABOR NEGOTIATOR - AGENCY NEGOTIATORS: DARCIE ANTLE AND CHERIE JOHNSON; EMPLOYEE ORGANIZATION(S): SERVICE EMPLOYEES' INTERNATIONAL UNION (SEIU) LOCAL 1021, MENDOCINO COUNTY DEPUTY SHERIFFS' ASSOCIATION (DSA), MENDOCINO COUNTY LAW ENFORCEMENT MANAGEMENT ASSOCIATION (MCLEMA), MENDOCINO COUNTY MANAGEMENT ASSOCIATION, MENDOCINO COUNTY ASSOCIATION OF CONFIDENTIAL EMPLOYEES (MCACE), MENDOCINO COUNTY DEPARTMENT HEAD ASSOCIATION, MENDOCINO COUNTY PROBATION EMPLOYEES' ASSOCIATION (MCPEA)TEAMSTERS LOCAL 856, MENDOCINO COUNTY PUBLIC AUTHORITY AND SEIU LOCAL 2015 (IHSS), MENDOCINO COUNTY PUBLIC ATTORNEYS' ASSOCIATION (MCPAA), AND UNREPRESENTED

6B) PURSUANT TO GOVERNMENT CODE SECTION 54956.9(D)(1) - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION: ONE CASE - APRIL JAMES ET AL. V. MATTHEW KENDALL ET AL., U.S. DISTRICT COURT, NORTHERN DISTRICT, CASE NO. 1:25-CV-03736-RMI

6C) PURSUANT TO GOVERNMENT CODE SECTION 54956.9(D)(1) - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION: ONE CASE - SCOTT ROAT V. COUNTY OF MENDOCINO, ET AL., MENDOCINO COUNTY SUPERIOR COURT, CASE NO. 25CV02171

6D) PURSUANT TO GOVERNMENT CODE SECTION 54957 - PUBLIC EMPLOYEE PERFORMANCE EVALUATION - PUBLIC DEFENDER

6E) PURSUANT TO GOVERNMENT CODE SECTION 54957 - PUBLIC EMPLOYEE PERFORMANCE EVALUATION - COUNTY COUNSEL

6F) PURSUANT TO GOVERNMENT CODE SECTION 54957 - PUBLIC EMPLOYEE PERFORMANCE EVALUATION - AGRICULTURAL COMMISSIONER

RECONVENED IN OPEN SESSION: 1:58 P.M.

AGENDA ITEM NO. 6 – REPORT OUT OF CLOSED SESSION

Presenter: Chair Haschak.

Board Action: With respect to agenda item 6a), 6b), 6c), 6d), 6e), and 6f), no reportable action was taken.

AGENDA ITEM NO. 4 – REGULAR CALENDAR

4B) CHIEF EXECUTIVE OFFICER'S REPORT - SPONSOR: EXECUTIVE OFFICE

Presenter/s: Darcie Antle, Chief Executive Officer.

Public Comment: None.

Board Action: No Action Taken.

~~4C) DISCUSSION AND POSSIBLE ACTION INCLUDING REVIEW, ADOPTION, AMENDMENT, CONSIDERATION OR RATIFICATION OF LEGISLATION PURSUANT TO THE ADOPTED LEGISLATIVE PLATFORM - SPONSOR: EXECUTIVE OFFICE~~

Withdrawn.

AGENDA ITEM NO. 3 – CONSENT CALENDAR – ITEMS PULLED FOR SEPARATE CONSIDERATION

3V) APPROVAL OF PURCHASE OF ONE VEHICLE IN THE AMOUNT OF $52,000 WITH DISTRICT ATTORNEY ASSET FORFEITURE FUND 2110-760220 TO REPLACE ONE OLD HIGH MILEAGE VEHICLE; APPROVAL OF ASSOCIATED APPROPRIATION TRANSFER TO DISTRICT ATTORNEY BUDGET UNIT 2070 REVENUE ACCOUNTS, LINE ITEMS 82-3310 IN THE AMOUNT OF $52,000 AND TO LINE ITEM 86-4370 IN THE AMOUNT OF $52,000; AND APPROVAL OF ADDITION OF ITEM TO THE COUNTY'S LIST OF FIXED ASSETS – SPONSOR: DISTRICT ATTORNEY

Presenter/s: Supervisor Haschak; and Andy Alvarado, Chief District Attorney Investigator, District Attorney.

Public Comment: None.

Board Action: Upon motion by Supervisor Williams, seconded by Supervisor Norvell, IT IS ORDERED that the Board of Supervisors approves purchase of one vehicle in the amount of $52,000, with District Attorney Asset Forfeiture Fund 2110-760220 to replace one old high mileage vehicle, with the approval contingent on the vehicle being a hybrid and if it must be gas, the item is to return to the board with an explanation for why a gas vehicle is required; approves associated appropriation transfer to District Attorney Budget Unit 2070 revenue accounts, line items 82-3310 in the amount of $52,000 and line item 86-4370 in the amount of $52,000; approves addition of item to the County's list of fixed assets; and authorizes Chair to sign same. The motion carried by the following vote:

Aye: 4 – Supervisor Mulheren, Supervisor Haschak, Supervisor Norvell, and Supervisor Williams

No: 0 – None

Absent: 1 – Supervisor Cline

4D) SUPERVISORS' REPORTS REGARDING BOARD SPECIAL ASSIGNMENTS, STANDING AND AD HOC COMMITTEE MEETINGS, AND OTHER ITEMS OF GENERAL INTEREST - SPONSOR: BOARD OF SUPERVISORS

Presenter/s: Supervisor Mulheren; Supervisor Norvell; Supervisor Williams; and Supervisor Haschak.

THERE BEING NOTHING FURTHER TO COME BEFORE THE BOARD, THE MENDOCINO COUNTY BOARD OF SUPERVISORS ADJOURNED AT 2:12 P.M.

Attest: ATLAS M.A. PEARSON
Senior Deputy Clerk of the Board

JOHN HASCHAK, Chair

NOTICE: PUBLISHED MINUTES OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS MEETINGS

- Effective March 1, 2009, Board of Supervisors minutes are produced in "action only" format
- LIVE WEB STREAMING OF BOARD MEETINGS is available via the County's YouTube Channel, which can be found here: https://www.youtube.com/@MendocinoCountyVideo
- Minutes are considered draft until adopted/approved by the Board of Supervisors
- The Board of Supervisors' action minutes are also posted on the County of Mendocino website at: https://mendocino.legistar.com/Calendar.aspx
- For technical assistance or any requests for official meeting records of the Mendocino County Board of Supervisors, please contact the Clerk of the Boards Office at (707) 463-4441
- Additional resource information: https://www.mendocinocounty.org/government/board-of-supervisors

Thank you for your interest in the proceedings of the Mendocino County Board of Supervisors

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3b)

To: BOARD OF SUPERVISORS

From: Executive Office

Meeting Date: July 29, 2025

Department Contact: Atlas Pearson **Phone:** 707-463-4441

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Approval of Appointments/Reappointments

Recommended Action/Motion:
Approve the following appointments/reappointments:

1. Miriam McNamara, Provider Representative, Child Care Planning Council;
2. Denise Gorny, Community Representative, Child Care Planning Council;
3. Joe Smith, Member, Laytonville Municipal Advisory Council; and
4. Miranda Ramos, Fourth District Representative, Mental Health Treatment Act Citizens Oversight Committee.

Previous Board/Board Committee Actions:
The Board of Supervisors regularly approves and/or denies recommended appointments/reappointments to multiple Boards, Commissions, and Committees.

Summary of Request:
Staff has received the listed application, verified residency, determined that the requested position is currently vacant, and verified that the applicant fits the criteria for the requested position. In addition, Clerk of the Board staff received written or verbal support for the appointment from the individual Board/Commission and/or Supervisor for Supervisorial District position for which application has been received.

Alternative Action/Motion:
Do not approve the listed appointments or deny approval to one or more of the applicants.

Strategic Plan Priority Designation: An Effective County Government

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At:
<https://www.mendocinocounty.gov/government/board-of-supervisors/boards-and-commissions>

Item #: 3b)

Fiscal Details:

source of funding: N/A
current f/y cost: N/A
budget clarification: N/A
annual recurring cost: N/A
budgeted in current f/y (if no, please describe): N/A
revenue agreement: N/A

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: N/A

CEO Liaison: Executive Office

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk
Date: July 29, 2025

Final Status: **Approved**

Profile

Miriam
First Name

Mcnamara
Last Name

Full/Legal Name (if different than name provided above)

Email Address

Primary Phone

Which Supervisorial district do you live in? *

☑ District 1

Street Address

Suite or Apt

City

State

Postal Code

Mailing Address (if different than Street/Physical address)

Are you currently registered to vote at the Street Address you provided?

◉ Yes ○ No

Note: If you answered "No" to the previous question and do not upload an Alternate Document Proving Mendocino County Residency or a Written Letter Requesting a Residency Waiver, *your application will not be processed.*

Upload Alternate Proof of Residency or Request for Residency Waiver

Which Boards would you like to apply for?

Child Care and Development Local Planning Council: Eligible

Which position, seat, or representational category would you prefer?

Member #12 Provider Representative

Availability to Attend Meetings

☑ Day Meetings

Availability to Attend Meetings (Other)

Interests & Experiences

Special Expertise, Experience, or Interest in This Area?

I have served on the Child Care Planning Council since 2016, first as a parent/consumer representative and then as a provider representative. I have worked for NCO Head Start Child Development Program for the past 17 years in an administrative role, the last 7 of which have been as the director. I am also a member of the Lake County Local Planning Council and have been able to share what is happening for children in our adjacent county with the Child Care Planning Council. I feel that my knowledge and experience in the area of the needs of children, families and providers in Mendocino County will continue to be a benefit to the Child Care Planning Council.

Upload a Resume

Upload Additional Supporting Documents

Upload Additional Supporting Documents

Upload Additional Supporting Documents

Certification

Please read the following statements and indicate your acceptance thereof.

I hereby certify that I am a resident in the State of California, County of Mendocino and am at least 18 years of age. I am not imprisoned or on parole for the conviction of a felony. I certify under penalty of perjury, under the laws of the State of California, that the information on this application is true and correct. I understand that assuming this public responsibility could result in public knowledge of my background and/or qualifications, including financial interests. Applications will be kept on file for one year.

☑ I Agree *

Profile

Denise
First Name

Gorny
Last Name

Full/Legal Name (if different than name provided above)

Email Address

Primary Phone

Which Supervisorial district do you live in? *

☑ District 1

Street Address

Suite or Apt

City

State

Postal Code

Mailing Address (if different than Street/Physical address)

Are you currently registered to vote at the Street Address you provided?

◉ Yes ○ No

Note: If you answered "No" to the previous question and do not upload an Alternate Document Proving Mendocino County Residency or a Written Letter Requesting a Residency Waiver, *your application will not be processed.*

Upload Alternate Proof of Residency or Request for Residency Waiver

Which Boards would you like to apply for?

Child Care and Development Local Planning Council: Eligible

Which position, seat, or representational category would you prefer?

Both

Availability to Attend Meetings

☑ Day Meetings

Availability to Attend Meetings (Other)

Interests & Experiences

Special Expertise, Experience, or Interest in This Area?

40 years in non-profit and child care field, ran ECE programs, non profit experience, know Brown Act, serve on BHAB Board. Serve on and Founder of Boys and Girl's Club and ARRC Boards. Member of Rotary Club 37 years. Member of the City of Ukiah Diversity, Inclusion, Equity committee.

Denise_Gorny_Resume_for_.docx
Upload a Resume

Upload Additional Supporting Documents

Upload Additional Supporting Documents

Upload Additional Supporting Documents

Certification

Please read the following statements and indicate your acceptance thereof.

I hereby certify that I am a resident in the State of California, County of Mendocino and am at least 18 years of age. I am not imprisoned or on parole for the conviction of a felony. I certify under penalty of perjury, under the laws of the State of California, that the information on this application is true and correct. I understand that assuming this public responsibility could result in public knowledge of my background and/or qualifications, including financial interests. Applications will be kept on file for one year.

☑ I Agree *

Profile

Joe
First Name

Smith
Last Name

Full/Legal Name (if different than name provided above)

richard j smith

Email Address

Primary Phone

Which Supervisorial district do you live in? *

☑ District 3

Street Address

Suite or Apt

City

State

Postal Code

Mailing Address (if different than Street/Physical address)

Are you currently registered to vote at the Street Address you provided?

◉ Yes ○ No

Note: If you answered "No" to the previous question and do not upload an Alternate Document Proving Mendocino County Residency or a Written Letter Requesting a Residency Waiver, *your application will not be processed.*

Upload Alternate Proof of Residency or Request for Residency Waiver

Which Boards would you like to apply for?

Laytonville Municipal Advisory Council: Eligible

Which position, seat, or representational category would you prefer?

Board member

Availability to Attend Meetings

☑ Day Meetings

Availability to Attend Meetings (Other)

Interests & Experiences

Special Expertise, Experience, or Interest in This Area?

community outreach with community and youth as well as the local tribe

Upload a Resume

Upload Additional Supporting Documents

Upload Additional Supporting Documents

Upload Additional Supporting Documents

Certification

Please read the following statements and indicate your acceptance thereof.

I hereby certify that I am a resident in the State of California, County of Mendocino (or reside in another County and meet the qualifications for the position) and am at least 18 years of age. I am not imprisoned or on parole for the conviction of a felony. I certify under penalty of perjury, under the laws of the State of California, that the information on this application is true and correct. I understand that assuming this public responsibility could result in public knowledge of my background and/or qualifications, including financial interests. Applications will be kept on file for one year.

☑ I Agree *

Profile

Miranda
First Name

Ramos
Last Name

Full/Legal Name (if different than name provided above)

Email Address

Primary Phone

Which Supervisorial district do you live in? *

☑ District 4

Street Address

Suite or Apt

City

State

Postal Code

Mailing Address (if different than Street/Physical address)

Are you currently registered to vote at the Street Address you provided?

◉ Yes ○ No

Note: If you answered "No" to the previous question and do not upload an Alternate Document Proving Mendocino County Residency or a Written Letter Requesting a Residency Waiver, *your application will not be processed.*

Upload Alternate Proof of Residency or Request for Residency Waiver

Which Boards would you like to apply for?

Mental Health Treatment Act Citizens Oversight Committee: Eligible

Which position, seat, or representational category would you prefer?

4th District Representative

Availability to Attend Meetings

☑ Day Meetings

Availability to Attend Meetings (Other)

Interests & Experiences

Special Expertise, Experience, or Interest in This Area?

I am a dedicated community health leader based in Fort Bragg. I work as the Program Director for the Alliance for Rural Community Health (ARCH). One of my key roles there is helping to coordinate efforts among county-wide community health centers to improve quality of care and access for rural residents.

MRamos_Resume.pdf
Upload a Resume

Upload Additional Supporting Documents

Upload Additional Supporting Documents

Upload Additional Supporting Documents

Certification

Please read the following statements and indicate your acceptance thereof.

I hereby certify that I am a resident in the State of California, County of Mendocino (or reside in another County and meet the qualifications for the position) and am at least 18 years of age. I am not imprisoned or on parole for the conviction of a felony. I certify under penalty of perjury, under the laws of the State of California, that the information on this application is true and correct. I understand that assuming this public responsibility could result in public knowledge of my background and/or qualifications, including financial interests. Applications will be kept on file for one year.

☑ I Agree *

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3c)

To: BOARD OF SUPERVISORS

From: Executive Office

Meeting Date: July 29, 2025

Department Contact: Atlas Pearson **Phone:** 707-463-4441

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Approval of Recommended Special District Appointments

Recommended Action/Motion:
Approve the following appointments:
1. Brigid Reilly, Mendocino County Waterworks District II Board of Directors.

Previous Board/Board Committee Actions:
The Board of Supervisors approves and/or denies recommended appointments/reappointments regularly.

Summary of Request:
Clerk of the Board staff have received the listed applicants request letter and worked with the Registrar of Voters to verify voter status, determine the requested positions are currently vacant, and verify that the applicant fits the criteria for the requested positions and the Board of Supervisors is authorized to make the appointment.

Alternative Action/Motion:
Do not approve the listed appointments, or deny appointment of one or more of the applicants.

Strategic Plan Priority Designation: An Effective County Government

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: N/A
current f/y cost: N/A
budget clarification: N/A
annual recurring cost: N/A

Item #: 3c)

budgeted in current f/y (if no, please describe): N/A
revenue agreement: N/A

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: N/A

CEO Liaison: Executive Office

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk
Date: July 29, 2025

Final Status: **Approved**

JUL 14 '25 PM3:47
REC'D EXECUTIVE OFFICE

July 8, 2025

Brigid Reilly
[redacted]

Mendocino County Board of Directors
501 Low Gap Road
Room 1010
Ukiah, CA 95482
707-234-6819

Dear Mendocino County Board of Supervisors,

I am writing to request an appointment in lieu of election to the Mendocino County Waterworks District #2 Board of Directors for the term beginning July1, 2026 and ending on June 30, 2030.

Sincerely,

Brigid Reilly

Brigid Reilly

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3d)

To: BOARD OF SUPERVISORS

From: Supervisor Cline and Supervisor Mulheren

Meeting Date: July 29, 2025

Department Contact:	Supervisor Cline	**Phone:**	707-463-4221
Department Contact:	Supervisor Mulheren	**Phone:**	707-463-4221

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Adoption of Proclamation in Honor of the 105th Anniversary of the 19th Amendment to the United States Constitution
(Sponsors: Supervisor Cline and Supervisor Mulheren)

Recommended Action/Motion:
Adopt Proclamation honoring the 105th Anniversary of the 19th Amendment to the United States Constitution; and authorize Chair to sign same.

Previous Board/Board Committee Actions:
In 2020 and 2021, the Mendocino County Board of Supervisors recognized the anniversary of women's right to vote.

Summary of Request:
In August 1920, the 19th Amendment to the United States Constitution was passed, granting women the right to vote.

On August 24th, the public is invited to the Kelley House lawn in Mendocino to participate in a celebration hosted by the Mendocino Women's Political Coalition and the League of Women Voters of Mendocino County in recognition of Women's Equality Day and the 105th Anniversary of the 19th Amendment.

Alternative Action/Motion:
Do not adopt the proclamation.

Strategic Plan Priority Designation: An Effective County Government

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At: n/a

Item #: 3d)

Fiscal Details:

source of funding: n/a
current f/y cost: n/a
budget clarification: n/a
annual recurring cost: n/a
budgeted in current f/y (if no, please describe): N/A
revenue agreement: N/A

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: N/A

CEO Liaison: Executive Office

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk
Date: July 29, 2025

Final Status: **Adopted**

PROCLAMATION

OF THE

MENDOCINO COUNTY BOARD OF SUPERVISORS RECOGNIZING WOMEN'S EQUALITY DAY

WHEREAS, In August 1920, the 19th Amendment to the United States Constitution was passed, granting women the right to vote; therefore, this year marks the 105th Anniversary; and

WHEREAS, women suffragists including Alice Paul, who fought for and won the right of women to vote, should be respected and honored for their momentous struggle and victory; and

WHEREAS, On August 26, 1920, after three generations of an unrelenting, brilliant, courageous, political campaign, women in the United States won the right to vote. To honor and commemorate the historic date of the ratification of the 19th Amendment to the U.S. Constitution, Congresswoman Bella Abzug introduced a Congressional Resolution to ensure that this date would be commemorated with the designation of Women's Equality Day, which is celebrated on August 26th each year. We women living here today enjoy the fruits of what the suffragists won for us—our right to vote, and our enhanced ability to shape the way we want to live; and

WHEREAS, On August 24th, the public is invited to the Kelley House lawn in Mendocino to participate in a celebration in recognition of Women's Equality Day and the 105th Anniversary of the 19th Amendment.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Mendocino, hereby proclaims August 26, 2025, Women's Equality Day and the 105th Anniversary of the 19th Amendment.

Dated: July 29, 2025

_____

John Haschak, Chair

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3e)

To: BOARD OF SUPERVISORS

From: Supervisor Williams

Meeting Date: July 29, 2025

Department Contact: Supervisor Williams **Phone:** 707-937-3500

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Adoption of Resolution Pursuant to Caltrans/California Highway Patrol (CHP) Joint Policy Guidelines for Special Events on State Conventional Highways, in Order to Obtain a Caltrans Permit for the Elk Volunteer Fire Department's "Great Day in Elk" Parade, to be Held in Elk, California, on Saturday, August 23, 2025, from 12:00 p.m. to 1:00 p.m.
(Sponsor: Supervisor Williams)

Recommended Action/Motion:
Adopt Resolution pursuant to Caltrans/CHP Joint Policy Guidelines for special events on State Conventional Highways in order to obtain a Caltrans permit for the Elk Volunteer Fire Department's "Great Day in Elk" Parade, to be held in Elk, California, on Saturday, August 23, 2025, from 12:00 p.m. to 1:00 p.m.; direct the Clerk of the Board to forward copies of the Resolution to the District Permit Coordinator (Caltrans Eureka), the California Highway Patrol, and the Elk Volunteer Fire Department; and authorize Chair to sign same.

Previous Board/Board Committee Actions:
The Board has traditionally adopted an annual resolution supporting the "Great Day in Elk" Parade. Last Board action: August 2024.

Summary of Request:
Annually, the Elk Volunteer Fire Department organizes a parade on Highway One through Elk, preceding the "Great Day in Elk" town fair and fundraising event for the Elk Community Center. In order to obtain a permit from CalTrans for the parade, a letter of support is required from the California Highway Patrol and Sheriff, along with a Resolution from the Board of Supervisors and a certificate of insurance from the Elk Volunteer Fire Department's insurance carrier, pursuant to Caltrans/California Highway Patrol's Joint Policy Guidelines for Special Events on State Conventional Highways.

Alternative Action/Motion:
Return to staff for alternate handling.

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisorial District: All

Vote Requirement: Majority

Item #: 3e)

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: N/A
current f/y cost: N/A
budget clarification: N/A
annual recurring cost: N/A
budgeted in current f/y (if no, please describe): N/A
revenue agreement: N/A

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Executive Office

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk
Date: July 29, 2025

Final Status: **Adopted**
Executed Item Type: Resolution
Number: 25-120



RESOLUTION NO. 25-120

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS PURSUANT TO CALTRANS/CALIFORNIA HIGHWAY PATROL'S JOINT POLICY GUIDELINES FOR SPECIAL EVENTS ON STATE CONVENTIONAL HIGHWAYS IN ORDER TO OBTAIN A PERMIT FROM CALTRANS FOR THE ELK VOLUNTEER FIRE DEPARTMENT'S "GREAT DAY IN ELK" PARADE, TO BE HELD IN ELK, CALIFORNIA, ON SATURDAY, AUGUST 23, 2025

WHEREAS, the Elk Volunteer Fire Department in the community of Elk wishes to hold a parade in connection with the "Great Day in Elk" celebration; and

WHEREAS, said parade will be held from 12:00 p.m. until 1:00 p.m. on August 23, 2025, commencing at Harbor House and proceeding south on State Highway One to Louisa Street; and

WHEREAS, it will be necessary to impose controlled traffic (one lane) on Highway One from post mile marker 34.65 to post mile marker 34.0; and

WHEREAS, the Elk Volunteer Fire Department has agreed to cooperate fully with State and local agencies to adequately mitigate traffic flow.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors does hereby support the "Great Day in Elk" Parade and seeks the support and cooperation of any involved agencies.

BE IT FURTHER RESOLVED that the Mendocino County Board of Supervisors does hereby state that any liabilities and responsibilities shall rest with the parade sponsors.

BE IT FURTHER RESOLVED that the Mendocino County Board of Supervisors hereby requests the State Department of Transportation to give their permission, pursuant to the Department of Transportation and California Highway Patrol's Joint Policy Guidelines for Special Events on State Conventional Highway Rights-of-Way, for the Elk Volunteer Fire Department to hold the 2025 "Great Day in Elk" Parade on State Highway One.

BE IT FURTHER RESOLVED that the Clerk of the Board of Supervisors will forward copies of this Resolution to the District Permit Engineer, Department of Transportation (Eureka), the California Highway Patrol, and the Elk Volunteer Fire Department.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Norvell, and carried this 29th day of July 2025, by the following vote:

AYES: Supervisors Cline, Mulheren, Haschak, Norvell, and Williams
NOES: None
ABSENT: None

WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

ATTEST: DARCIE ANTLE
Clerk of the Board

Deputy

JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

BY: DARCIE ANTLE
Clerk of the Board

Deputy

APPROVED AS TO FORM:
CHARLOTTE E. SCOTT
County Counsel

RESOLUTION NO. 25-120

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS PURSUANT TO CALTRANS/CALIFORNIA HIGHWAY PATROL'S JOINT POLICY GUIDELINES FOR SPECIAL EVENTS ON STATE CONVENTIONAL HIGHWAYS IN ORDER TO OBTAIN A PERMIT FROM CALTRANS FOR THE ELK VOLUNTEER FIRE DEPARTMENT'S "GREAT DAY IN ELK" PARADE, TO BE HELD IN ELK, CALIFORNIA, ON SATURDAY, AUGUST 23, 2025

WHEREAS, the Elk Volunteer Fire Department in the community of Elk wishes to hold a parade in connection with the "Great Day in Elk" celebration; and

WHEREAS, said parade will be held from 12:00 p.m. until 1:00 p.m. on August 23, 2025, commencing at Harbor House and proceeding south on State Highway One to Louisa Street; and

WHEREAS, it will be necessary to impose controlled traffic (one lane) on Highway One from post mile marker 34.65 to post mile marker 34.0; and

WHEREAS, the Elk Volunteer Fire Department has agreed to cooperate fully with State and local agencies to adequately mitigate traffic flow.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors does hereby support the "Great Day in Elk" Parade and seeks the support and cooperation of any involved agencies.

BE IT FURTHER RESOLVED that the Mendocino County Board of Supervisors does hereby state that any liabilities and responsibilities shall rest with the parade sponsors.

BE IT FURTHER RESOLVED that the Mendocino County Board of Supervisors hereby requests the State Department of Transportation to give their permission, pursuant to the Department of Transportation and California Highway Patrol's Joint Policy Guidelines for Special Events on State Conventional Highway Rights-of-Way, for the Elk Volunteer Fire Department to hold the 2025 "Great Day in Elk" Parade on State Highway One.

BE IT FURTHER RESOLVED that the Clerk of the Board of Supervisors will forward copies of this Resolution to the District Permit Engineer, Department of Transportation (Eureka), the California Highway Patrol, and the Elk Volunteer Fire Department.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Norvell, and carried this 29th day of July 2025, by the following vote:

AYES: Supervisors Cline, Mulheren, Haschak, Norvell, and Williams
NOES: None
ABSENT: None

WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

ATTEST: DARCIE ANTLE
Clerk of the Board

_____
Deputy

APPROVED AS TO FORM:
CHARLOTTE E. SCOTT
County Counsel

_____

_____
JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

BY: DARCIE ANTLE
Clerk of the Board

_____
Deputy

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3f)

To: BOARD OF SUPERVISORS

From: Supervisor Williams

Meeting Date: July 29, 2025

Department Contact: Supervisor Williams **Phone:** 707-937-3500

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Adoption of Resolution Granting Permission for the Mendocino County Fair and Apple Show to Hold a Parade on Sunday, September 14, 2025, Between 12:00 p.m. and 1:30 p.m. Along Highway 128 in Boonville (Sponsor: Supervisor Williams)

Recommended Action/Motion:
Adopt Resolution granting permission for the Mendocino County Fair and Apple Show to hold a parade on Sunday, September 14, 2025, between 12:00 p.m. and 1:30 p.m. along Highway 128 in Boonville; authorize the Clerk of the Board to forward copies of the Resolution to the District Permit Coordinator, Caltrans (Eureka), the California Highway Patrol, and the Fair Manager; and authorize Chair to sign same.

Previous Board/Board Committee Actions:
The Board of Supervisors has approved the parade every year since 1986. The last action of the Board was on July 23, 2024.

Summary of Request:
Representatives of the Mendocino County Fair and Apple Show are requesting permission to hold a parade on Sunday, September 14, 2025, in Boonville. Said parade would be held between 12:00 p.m. and 1:30 p.m., commencing on Manchester Road and proceeding along Highway 128 to the Fairgrounds. Cooperation will be given to the California Highway Patrol and to the Mendocino County Sheriff's Department in allowing traffic to proceed on the highway, as only one lane is needed to conduct said parade. In order for the parade to be held, the Mendocino County Fair and Apple Show is seeking permission from the Mendocino County Board of Supervisors, pursuant to the Department of Transportation and California Highway Patrol's Joint Policy Guidelines for Special Events on State Conventional Highway Rights-of-Ways.

Alternative Action/Motion:
Return to staff for alternate handling.

Strategic Plan Priority Designation: A Prepared and Resilient County

Supervisorial District: District 5

Vote Requirement: Majority

Item #: 3f)

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: N/A
current f/y cost: N/A
budget clarification: N/A
annual recurring cost: N/A
budgeted in current f/y (if no, please describe): N/A
revenue agreement: N/A

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Darcie Antle, CEO

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk
Date: July 29, 2025

Final Status: **Adopted**
Executed Item Type: Resolution
Number: 25-121

RESOLUTION NO. 25-121

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS REQUESTING THAT THE CALIFORNIA DEPARTMENT OF TRANSPORTATION GRANT ITS PERMISSION FOR THE MENDOCINO COUNTY FAIR AND APPLE SHOW PARADE IN BOONVILLE PURSUANT TO THE DEPARTMENT OF TRANSPORTATION AND CALIFORNIA HIGHWAY PATROL'S JOINT POLICY GUIDELINES FOR SPECIAL EVENTS ON STATE CONVENTIONAL HIGHWAY RIGHTS-OF-WAYS

WHEREAS, the Mendocino County Fair and Apple Show wishes to hold a parade in connection with their annual Fair and Apple Show; and

WHEREAS, said parade will be held on Sunday, September 14, 2025, between 12:00 p.m. and 1:30 p.m., commencing on Manchester Road and proceeding along Highway 128 to the Fairgrounds; and

WHEREAS, in order for the parade to be held, the Mendocino County Fair and Apple Show needs to seek support from the Mendocino County Board of Supervisors, pursuant to the Department of Transportation and California Highway Patrol's Joint Policy Guidelines for Special Events on State Conventional Highway Rights-of-Ways to conduct a parade.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors does hereby support the Mendocino County Fair and Apple Show Parade, subject to any State of California or Mendocino County health orders related to COVID-19 regarding public gatherings in effect as of the date of the parade and seeks the support and cooperation of any involved agencies.

BE IT FURTHER RESOLVED that the Mendocino County Board of Supervisors does hereby state that any liabilities and responsibilities shall rest with the parade sponsors.

BE IT FURTHER RESOLVED that the Mendocino County Board of Supervisors requests the California Department of Transportation to give its permission pursuant to the California Department of Transportation and California Highway Patrol's Joint Policy Guidelines for Special Events on State Conventional Highway Rights-of-Ways to the Mendocino County Fair and Apple Show to hold a parade on September 14, 2025, along Highway 128 in Boonville, California.

BE IT FURTHER RESOLVED that the Clerk of the Board of Supervisors is directed to forward copies of this Resolution to the California Department of Transportation District Permit Coordinator (Eureka), the California Highway Patrol, and the Mendocino County Fair and Apple Show.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Norvell, and carried this 29th day of July 2025, by the following vote:

AYES: Supervisors Cline, Mulheren, Haschak, Norvell, and Williams
NOES: None
ABSENT: None

WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

ATTEST: DARCIE ANTLE
Clerk of the Board

Deputy

JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

BY: DARCIE ANTLE
Clerk of the Board

Deputy

APPROVED AS TO FORM:
CHARLOTTE E. SCOTT
County Counsel

RESOLUTION NO. 25-121

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS REQUESTING THAT THE CALIFORNIA DEPARTMENT OF TRANSPORTATION GRANT ITS PERMISSION FOR THE MENDOCINO COUNTY FAIR AND APPLE SHOW PARADE IN BOONVILLE PURSUANT TO THE DEPARTMENT OF TRANSPORTATION AND CALIFORNIA HIGHWAY PATROL'S JOINT POLICY GUIDELINES FOR SPECIAL EVENTS ON STATE CONVENTIONAL HIGHWAY RIGHTS-OF-WAYS

WHEREAS, the Mendocino County Fair and Apple Show wishes to hold a parade in connection with their annual Fair and Apple Show; and

WHEREAS, said parade will be held on Sunday, September 14, 2025, between 12:00 p.m. and 1:30 p.m., commencing on Manchester Road and proceeding along Highway 128 to the Fairgrounds; and

WHEREAS, in order for the parade to be held, the Mendocino County Fair and Apple Show needs to seek support from the Mendocino County Board of Supervisors, pursuant to the Department of Transportation and California Highway Patrol's Joint Policy Guidelines for Special Events on State Conventional Highway Rights-of-Ways to conduct a parade.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors does hereby support the Mendocino County Fair and Apple Show Parade, subject to any State of California or Mendocino County health orders related to COVID-19 regarding public gatherings in effect as of the date of the parade and seeks the support and cooperation of any involved agencies.

BE IT FURTHER RESOLVED that the Mendocino County Board of Supervisors does hereby state that any liabilities and responsibilities shall rest with the parade sponsors.

BE IT FURTHER RESOLVED that the Mendocino County Board of Supervisors requests the California Department of Transportation to give its permission pursuant to the California Department of Transportation and California Highway Patrol's Joint Policy Guidelines for Special Events on State Conventional Highway Rights-of-Ways to the Mendocino County Fair and Apple Show to hold a parade on September 14, 2025, along Highway 128 in Boonville, California.

BE IT FURTHER RESOLVED that the Clerk of the Board of Supervisors is directed to forward copies of this Resolution to the California Department of Transportation District Permit Coordinator (Eureka), the California Highway Patrol, and the Mendocino County Fair and Apple Show.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Norvell, and carried this 29th day of July 2025, by the following vote:

AYES: Supervisors Cline, Mulheren, Haschak, Norvell, and Williams
NOES: None
ABSENT: None

WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

ATTEST: DARCIE ANTLE
Clerk of the Board

_____
Deputy

APPROVED AS TO FORM:
CHARLOTTE E. SCOTT
County Counsel

_____

_____
JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

BY: DARCIE ANTLE
Clerk of the Board

_____
Deputy

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3g)

To: BOARD OF SUPERVISORS

From: Supervisor Williams and Supervisor Norvell

Meeting Date: July 29, 2025

Department Contact:	Supervisor Williams	**Phone:**	707-937-3500
Department Contact:	Supervisor Norvell	**Phone:**	707-463-4441

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Direction to the Chief Executive Officer (CEO) to Conduct a Five-Year Cost Trend Analysis of Aggregate Legal Services Including Expenditures on Internal and External Counsel; Direction to County Counsel to Provide the CEO with an Operational Overview and Department Utilization Data to Support this Review; Direction to the CEO to Present Findings and Recommendations from this Collaborative Assessment for a Long-Term Legal Services Model that can Best Meet the Future Legal Service Needs through an Effective and Sustainable Service Model; and Authorization to Use Necessary Support Services Within the CEO's Existing Purchasing Authority
(Sponsors: Supervisors Williams and Norvell)

Recommended Action/Motion:
Direct the Chief Executive Officer (CEO) to conduct a five-year cost trend analysis of aggregate legal services including expenditures on internal and external counsel; direct County Counsel to provide the CEO with an operational overview and department utilization data to support this review; direct the CEO to present findings and recommendations from this collaborative assessment that can best meet its future legal service needs through an effective and sustainable service model; and authorize the use of necessary support services within the CEO's existing purchasing authority.

Previous Board/Board Committee Actions:
The Board of Supervisors has approved multiple agreements for legal services in recent years, including those with Kronick, Colantuono, Renne Public Law Group, and others. However, this is the first formal directive to evaluate cumulative trends in legal service costs, staffing, and structure across both internal and external counsel, in order to inform long-term planning and cost management.

Summary of Request:
We propose a proactive, forward-looking review of the County's legal services to better understand trends in cost, staffing, caseload, contracts, and service delivery over the past five years. The goal is to ensure that legal services, including both internal and contracted resources, remain strong, sustainable, and aligned with the County's evolving needs. This reflects responsible governance through periodic evaluation of essential functions to confirm that structure and investment are appropriate for long-term service effectiveness and fiscal efficiency. The review is not in response to any deficiency or concern. It is a best practice that allows the County to plan thoughtfully, without causing unnecessary disruption for staff, while supporting a close examination of how to maximize public value.

Item #: 3g)

Over the past five years, Mendocino County has approved numerous contracts for external legal services related to litigation, labor negotiations, CEQA compliance, annexation, tax matters, and other specialized needs. These include agreements such as the second amendment with Colantuono Highsmith & Whatley PC for up to $500,000 in legal services (Mendocino County Board of Supervisors 2022), the fourth amendment with Renne Public Law Group increasing the total to $460,000 for labor and employment advice (Mendocino County Board of Supervisors 2025), and the second amendment with Liebert Cassidy Whitmore increasing the total to $400,000 for personnel matters (Mendocino County Board of Supervisors 2025). Additional firms have been retained for a variety of purposes, with total external counsel expenditures over the period amounting to several million dollars based on Board approvals from 2020 through 2025.

This item would authorize the CEO to review the following:

- Five-Year Cost Trends, including disaggregated data on spending for internal legal operations and contracted services by firm.
- Service Structure and Planning, assessing whether the current mix of internal and external legal services is the most effective and efficient approach for meeting current and future demands.
- Staffing and Workload Patterns, including attorney and support staff capacity in relation to caseloads, mandates, and statutory obligations.
- Caseload Analysis, examining trends in volume, type, and complexity, and whether current legal resources align with the County's operational priorities.

The CEO is expected to incorporate data and input from County Counsel, financial and budget records, outside contracts, and departmental utilization patterns to produce a cohesive and informative assessment. This review should not only account for direct legal expenditures but also examine how demand for legal services originates and flows through the organization. Because legal service costs are influenced in part by how departments under CEO leadership utilize counsel, effective cost management will require a coordinated understanding of departmental practices and operational needs.

By authorizing this review, the Board takes a responsible step toward gaining a comprehensive understanding of legal service trends and ensuring that resources are used effectively. While the Board regularly considers legal agreements on a case-by-case basis, a broader perspective will help inform future policy and budget decisions. Any consulting services or tools required to support the review will remain within the CEO's existing purchasing authority, and no budget augmentation is requested.

Achieving this goal will require collaborative input from both the CEO and County Counsel, each of whom reports directly to the Board.

Alternative Action/Motion:
Return to staff for alternate handling.

Strategic Plan Priority Designation: An Effective County Government

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: Approved Budget
current f/y cost: within CEO purchasing
budget clarification: N/A
annual recurring cost: N/A
budgeted in current f/y (if no, please describe): N/A
revenue agreement: N/A

Item #: 3g)

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: N/A

CEO Liaison: Executive Office

CEO Review: Choose an item.
CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk
Date: July 29, 2025

Final Status: **Approved**

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3h)

To: BOARD OF SUPERVISORS

From: Board of Supervisors

Meeting Date: July 29, 2025

Department Contact: Supervisor John Haschak **Phone:** 707-463-4221
Department Contact: Kelly Hansen **Phone:** 707-463-4441

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Ratification of Letter of Support for Assembly Bill 518 (Ward) - Low-Impact Camping Areas
(Sponsor: Supervisor Haschak)

Recommended Action/Motion:
Ratify letter of support for Assembly Bill 518 (Ward) - low-impact camping areas.

Previous Board/Board Committee Actions:
The Board of Supervisors ratified a letter of support for Assembly Bill 518 (Ward) on April 22, 2025.

The Board of Supervisors regularly issues support letters that align with the 2025 Legislative Platform. These letters advocate for adequate and ongoing federal and state funding, timely distribution of resources, increased local authority, and flexibility in administering and providing services.

Summary of Request:
Since the County's initial letter of support was submitted, the proposed legislation has advanced through the legislative process and is currently under consideration by the state Senate. To ensure that the County's opinions remain part of the official record and are effectively communicated to decision-makers at each stage, it is essential to submit a follow-up support letter. This letter will reaffirm the County's position, highlight the benefits of the bill, and encourage the reviewing body to support the measure. Ongoing engagement is crucial to advocate for the County's interests and ensure that its voice is heard throughout the bill's progression.

The Special Occupancy Parks Act establishes requirements for the construction, maintenance, occupancy, use, and design of special occupancy parks. Current law defines “special occupancy park” to mean a recreational vehicle park, temporary recreational vehicle park, incidental camping area, or tent camp. This bill would specify that, for purposes of that act, a special occupancy park does not include a low-impact camping area, as specified, that is located in a county that has enacted an ordinance, as specified, authorizing low-impact camping. The bill would define a “low-impact camping area” to mean any area of private property that provides for the transient occupancy rental of a temporary sleeping accommodation, as defined, for recreational purposes that is not a commercial lodging facility and meets specified requirements. The bill would require the county in which the low-impact camping area is located to enforce some of those requirements, relating to waste disposal and quiet hours, as specified.

Alternative Action/Motion:
Do not ratify letter of support and provide alternative direction.

Strategic Plan Priority Designation: A Thriving Economy

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At: Bill Text - AB-518 Low-impact camping areas. <https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202520260AB518>

Fiscal Details:

source of funding: No funding needed for requested action
current f/y cost: $0
budget clarification: No funding needed for requested action
annual recurring cost: $0
budgeted in current f/y (if no, please describe): No
revenue agreement: No

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: N/A

CEO Liaison: Executive Office

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk
Date: July 29, 2025

Final Status: **Approved**

COUNTY OF MENDOCINO
Board of Supervisors

DARCIE ANTLE
CLERK OF THE BOARD

501 Low Gap Rd. Room 1010
Ukiah, CA 95482

Email: bos@mendocinocounty.gov
Website: www.mendocinocounty.gov

Office: (707) 463-4221
Fax: (707) 463-5649

June 12, 2025

Honorable Aisha Wahab
Chair, Senate Housing Committee
1021 O Street, Suite 8530
Sacramento, CA 95814

Honorable Kelly Seyarto
Vice-Chair, Senate Housing Committee
1021 O Street, Suite 7120
Sacramento CA 95814

RE: AB 518 (Ward) – Low Impact Camping Areas Act – SUPPORT

Dear Chair Wahab, Vice-Chair Seyarto, and Committee Members:

The Mendocino County Board of Supervisors is writing to support AB 518, the Low Impact Camping Areas Act of 2025. This legislation aims to streamline the permitting process for Low Impact Camping Areas (LICAs) and commercially available campgrounds that local governments approve. The bill defines and establishes "low-impact camping areas" standards to enhance affordable outdoor access and create economic opportunities for rural communities.

In 2022, outdoor recreation reached a record high, with more than 19 million Californians enjoying the outdoors. California's outdoor recreation economy, one of the state's largest economic sectors, is valued at an estimated $73.8 billion. However, nearly half of all campers report difficulty finding and booking available campsites across the state. Many Californians struggle with the high cost of camping, particularly in tourist-heavy areas.

Additionally, farmers, ranchers, and rural landowners throughout the state face challenges due to the increasing cost of land ownership. Those looking to set up campsites on their properties to share with the public encounter barriers posed by the expensive and lengthy permitting processes at the state level.

Obtaining a permit through the California Department of Community and Housing Development can take years and cost thousands of dollars. Consequently, landowners who wish to offer limited camping on their properties—even those approved at the local level—are often priced out of the opportunity.

AB 518 introduces a new camping category in the state's System for Official Planning Approval (SOPA) for "low-impact camping areas" (LICAs). This framework differentiates these areas from large-scale commercial campgrounds. If a camping area meets the new definition of "low-impact camping areas" and is located within a county that permits low-impact camping, it would only require local permits and be exempt from additional permitting by the Department of Housing and Community Development (HCD).

THE BOARD OF SUPERVISORS

MADELINE CLINE	MAUREEN MULHEREN	JOHN HASCHAK	BERNIE NORVELL	TED WILLIAMS
First District	Second District	Third District	Fourth District	Fifth District

AB 518 establishes specific criteria for designating areas as LICAs, allowing them to operate without a state permit, provided they meet local permit requirements. To qualify as a LICA, a camping area must have no more than nine campsites on a minimum of two acres, ensuring a maximum density of one campsite per acre. All parking must be off-street, and the property should not be located within an urban or suburban environment. Importantly, a property manager or operator must be present and available 24/7. Additionally, the site must comply with local health and safety regulations regarding trash disposal, human waste management, fire safety, and noise control. The rental terms are capped at 14 consecutive nights per camper, with a maximum of 28 nights per calendar year for each camper. If a property owner meets all these guidelines, they will still need to obtain all necessary local permits to operate a low-impact camping area but will be exempt from additional state permitting. AB 518 creates an opportunity for interested local governments to develop a simpler permitting pathway for LICAs in their jurisdiction if they so choose.

In summary, AB 518 will help California achieve its goals of providing affordable access to the outdoors, conserving land and biodiversity, expanding rural economies, and supplementing the incomes of farmers and ranchers.

For these reasons, the County of Mendocino supports AB 518 and looks forward to seeing the bill progress into law.

Sincerely,

John Haschak

John Haschak, Chair
Mendocino County Board of Supervisors

CC: The Honorable Chris Rogers, California State Assembly, 2nd District
The Honorable Mike McGuire, California State Senate, 2nd District

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3i)

To: BOARD OF SUPERVISORS

From: Supervisor Haschak

Meeting Date: July 29, 2025

Department Contact:	Supervisor Haschak	**Phone:**	707-463-4221
Department Contact:	Kelly Hansen	**Phone:**	707-463-4441

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Ratification of Letter of Opposition Unless Amended for Assembly Bill 8 (Aguiar-Curry) - Cannabis: Cannabinoids: Industrial Hemp
(Sponsor: Supervisor Haschak)

Recommended Action/Motion:
Ratify letter of opposition unless amended for Assembly Bill 8 (Aguiar-Curry) - Cannabis: cannabinoids: industrial hemp.

Previous Board/Board Committee Actions:
The Board of Supervisors regularly issues support letters that align with the 2025 Legislative Platform. These letters advocate for adequate and ongoing federal and state funding, timely distribution of resources, increased local authority, and flexibility in administering and providing services.

Summary of Request:
AB 8 proposes significant updates to California's regulation of industrial hemp and hemp-derived cannabinoid products. This bill follows the Governor's 2024 emergency regulations on intoxicating hemp products. The author of the bill aims to craft regulation on cannabis products derived from industrial hemp (other than CBD), to protect public health and licensed businesses by strengthening enforcement against illegal hemp products, while ensuring that intoxicating cannabinoids are regulated and taxed as cannabis, and creating a pathway for responsible hemp and cannabis operators to participate in the federal and state legal markets.

Specifically AB 8 would integrate industrial hemp, as defined in the bill, into the cannabis marketplace, beginning January 1, 2028, and requires products containing concentrated cannabinoids, as specified in the bill, that are derived from industrial hemp to comply with provisions of the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA), including track and trace identification, advertising restrictions, security and transportation safety requirements, laboratory testing, and taxation; prohibits the sale of synthetic cannabis products and inhalable cannabis products containing cannabinoids derived from hemp; requires out-of-state hemp manufacturers to register with the state; reverts the cannabis excise tax rate to 15 percent effective January 1, 2028; and expands the authority for state and local enforcement agencies to inspect, seize, and destroy unlawful cannabis products including those with industrial hemp, as specified.

Item #: 3i)

AB 8 aims to regulate intoxicating hemp products by integrating them into the existing cannabis regulatory framework. While seeking to enhance consumer safety and implement transparent regulation, the bill may also present challenges as currently written in in addressing the potential problems of incorporating naturally-occurring, high-THC hemp into an already struggling and highly regulated cannabis market. A coalition of non-profits have also come forth to oppose the 15% cannabis excise tax cap as it limits future potential funding for their programs from cannabis tax revenue.

Alternative Action/Motion:
Do not ratify letter and provide alternative direction.

Strategic Plan Priority Designation: A Thriving Economy

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At: Bill Status - AB-8 Cannabis: cannabinoids: industrial hemp. <https://leginfo.legislature.ca.gov/faces/billStatusClient.xhtml?bill_id=202520260AB8>

Fiscal Details:

source of funding: No funding needed for requested action
current f/y cost: $0
budget clarification: No funding needed for requested action
annual recurring cost: $0
budgeted in current f/y (if no, please describe): No
revenue agreement: No

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: N/A

CEO Liaison: Executive Office

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk
Date: July 29, 2025

Final Status: **Approved**

COUNTY OF MENDOCINO
Board of Supervisors

DARCIE ANTLE
CLERK OF THE BOARD

501 Low Gap Rd. Room 1010
Ukiah, CA 95482

Email: bos@mendocinocounty.gov
Website: www.mendocinocounty.gov

Office: (707) 463-4221
Fax: (707) 463-5649

July 10, 2025

The Honorable Cecilia Aguiar-Curry
California State Assembly
1021 O Street, Suite 6350
Sacramento, CA 95814

RE: AB 8 (Aguiar-Curry) – Cannabis: cannabinoids: industrial hemp – OPPOSE UNLESS AMENDED
As Amended May 23, 2025

Dear Assemblymember Aguiar-Curry,

On behalf of the Mendocino County Board of Supervisors, we respectfully oppose AB 8 unless it is amended.

Mendocino County acknowledges the urgent need to regulate intoxicating cannabinoids derived from industrial hemp. Before the Governor's emergency regulations were enacted, the unregulated and untaxed sale of high-THC hemp products, which were available to consumers of all ages, raised significant public health and safety concerns that required legislative action.

While we support the goal of creating a comprehensive regulatory framework, we are concerned that AB 8, in its current form, risks undermining the integrity of California's licensed cannabis market, especially in legacy-producing rural counties like Mendocino.

Mendocino County's licensed cannabis cultivators operate under some of the most stringent agricultural and environmental regulations in the state. These operators are already navigating severe economic headwinds, price compression, and market oversaturation. Allowing hemp-derived intoxicants—produced under far less scrutiny and regulation—to directly compete in this system threatens to destabilize the licensed cannabis sector further.

AB 8, in its current form, has the potential to create an uneven playing field. It risks giving hemp operators a competitive advantage by not subjecting them to the same level of regulation, oversight, and taxation. If we are to bring intoxicating hemp products under durable regulation, we must do so in a manner that preserves equity, maintains supply chain integrity, and avoids further harm to the struggling legal cannabis industry. By potentially permitting hemp-derived intoxicants—produced under a less regulated framework—into the cannabis supply chain, AB 8 could create a deeply inequitable market dynamic.

THE BOARD OF SUPERVISORS

MADELINE CLINE	MAUREEN MULHEREN	JOHN HASCHAK	BERNIE NORVELL	TED WILLIAMS
First District	Second District	Third District	Fourth District	Fifth District

Mendocino County shares the concerns raised jointly by the California Cannabis Operators Association (CaCOA) and the Origins Council, who collectively represent hundreds of licensed operators across the state. Specifically, we support the following shared priorities:

- **Restrict Integration to Non-Intoxicating Biomass**: AB 8 should limit hemp integration into the cannabis supply chain exclusively to verified, non-intoxicating hemp biomass (i.e., raw plant material with less than 0.3% total THC). The bill must not allow hemp-derived extracts or finished products—especially those containing intoxicating cannabinoids—to enter the regulated cannabis market.

- **Prohibit Hemp-Derived Extracts & Final Products**: To avoid undermining the licensed cannabis industry, AB 8 should prohibit the integration of raw hemp extracts or final form hemp products into the regulated cannabis supply chain.

- **Prevent Sale Outside Regulated Channels**: AB 8 must ensure intoxicating hemp products are not sold outside the licensed cannabis retail system (e.g., gas stations, smoke shops, liquor stores) and provide strong enforcement mechanisms to uphold this provision.

While additional technical amendments and clarifications may be necessary, these core changes represent essential steps toward equity, consumer protection, and market stabilization.

Mendocino County is committed to working collaboratively with your office and stakeholders to advance a regulatory approach that safeguards public health without sacrificing the livelihoods of California's licensed cannabis farmers. We appreciate your leadership on this complex issue and welcome further dialogue on the path forward.

Sincerely,

John Haschak

John Haschak, Chair
Mendocino County Board of Supervisors

cc: The Honorable Mike McGuire, Member of the California State Senate
The Honorable Chris Rogers, Member of the California State Assembly

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3j)

To: BOARD OF SUPERVISORS

From: Executive Office

Meeting Date: July 29, 2025

Department Contact: Darcie Antle **Phone:** 707-463-4441

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Adoption of Resolution Renewing a Declaration of a Local Emergency Related to Tree Mortality

Recommended Action/Motion:
Adopt Resolution renewing a declaration of a Local Emergency related to Tree Mortality; and authorize Chair to sign same.

Previous Board/Board Committee Actions:
On November 1, 2022, the Board of Supervisors Adopted Resolution 22-218 proclaiming a declaration of legal emergency related to tree mortality.

Summary of Request:
There are alarming amounts of dead and dying trees. This problem has accelerated due to the nearby fires and drought conditions in recent years. The regional approach to this dangerous condition will allow us to work with state and federal agencies in applying for increased funding and resources to confront the problem.

Alternative Action/Motion:
Take no action at this time.

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisorial District: All

vote requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: N/A
current f/y cost: N/A
annual recurring cost: N/A
budgeted in current f/y: N/A
if no, please describe:

Item #: 3j)

revenue agreement: N/A

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Executive Office

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk
Date: July 29, 2025

Final Status: **Adopted**
Executed Item Type: Resolution
Number: 25-122

RESOLUTION NO. 25-122

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS DECLARING THE CONTINUATION OF A LOCAL EMERGENCY RELATED TO TREE MORTALITY

WHEREAS, the University of California Agriculture and Natural Resources (UCANR) conducted investigation and found that many of the common conifer species throughout Mendocino County are experiencing bark beetle decline and mortality, including Douglas fir, grey pine, sugar pine as well as species found on the Mendocino Coast; and

WHEREAS, Sudden Oak Death was first reported in 1995 in central coastal California and is reported by USDA as widespread in coastal California; and

WHEREAS, UCANR has observed ponderosa pine mortality from northern Mendocino to northern Napa—signaling the early stages of western pine beetle outbreak; and

WHEREAS, Bishop pine forests along the coast of Mendocino are experiencing significant declines due to a multitude of issues (e.g. change in land-use, absence of fire as a disturbance, native and invasive insects and diseases); and

WHEREAS, invasive species are an ever increasing concern and can have considerable ecological impacts on forestlands; and

WHEREAS, persistent and severe drought conditions in the past few years are worsening already widespread forest health issues and resulting in new insect and disease outbreaks; and

WHEREAS, this unprecedented tree mortality will dramatically increase the risk of large wildfires, diminish air quality, and result in increased mortality rates for wildfire; and

WHEREAS, removal of dead and dying trees is necessary to public health and safety, protect and maintain watersheds and wildlife habitat, protect and restore forest resiliency, and protect the continued economic development through tourism and the creation of jobs; and

WHEREAS, California Government Code section 8630 empowers the Board of Supervisors to proclaim the existence of a local emergency when the County is threatened or likely to be threatened by the conditions of extreme peril to the safety of persons and property that are or are likely to be beyond the control of the services, personnel, equipment, and facilities of this County; and

WHEREAS, on November 1, 2022, the Board of Supervisors proclaimed the existence of a local emergency due to tree mortality, finding that conditions of extreme peril to the safety of persons and property presently exist in Mendocino County, caused by widespread and rapidly increasing incidence of tree mortality, and the magnitude of this tree mortality represents a threat that is beyond the capacity of County resources such that assistance is required from both State and Federal agencies; and

WHEREAS, the Board of Supervisors finds that the aforesaid conditions and the breadth of the peril in the County and its residents face continue to exist; and

WHEREAS, Government Code section 8630(c) provides that the Board of Supervisors shall review the need for continuing the local emergency at least once every sixty (60) days until the governing body terminates the local emergency; and

WHEREAS, Mendocino County Code section 7.04.090 provides that the Board of Supervisors shall review the need for continuing the local emergency, but that in no event shall review take place more than thirty (30) days after the previous review.

NOW, THEREFORE BE IT RESOLVED that the Mendocino County Board of Supervisors finds that a local emergency due to tree mortality continues to exist.

BE IT FURTHER RESOLVED that this Resolution is issued pursuant to the California Emergency Act (Government Code section 8550, et seq.), and it is proclaimed and ordered that during the existence of said local emergency, the powers, functions, and duties of the emergency organization of Mendocino County shall be those prescribed by state and local law, County resolutions, and the County of Mendocino Emergency Operations Plans, as approved by the Board of Supervisors.

BE IT FURTHER RESOLVED that the Mendocino County Board of Supervisors encourage any State and Federal funding to assist with replanting of trees and supporting healthy forests and watersheds, as appropriate.

BE IT FURTHER RESOLVED that the Mendocino County Board of Supervisors hereby designate Darcie Antle, having the titles of the Chief Executive Officer and Director of Emergency Services, as the authorized representative of public and individual assistance of the County of Mendocino for the purpose of receipt, processing, and coordination of all inquiries and requirements necessary to obtain available State and Federal Assistance.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Norvell, and carried this 29th day of July 2025, by the following vote:

AYES: Supervisors Cline, Mulheren, Haschak, Norvell, and Williams
NOES: None
ABSENT: None

WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

ATTEST: DARCIE ANTLE
Clerk of the Board

Deputy

JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

BY: DARCIE ANTLE
Clerk of the Board

APPROVED AS TO FORM:
CHARLOTTE E. SCOTT
County Counsel

Deputy

RESOLUTION NO. 25-122

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS DECLARING THE CONTINUATION OF A LOCAL EMERGENCY RELATED TO TREE MORTALITY

WHEREAS, the University of California Agriculture and Natural Resources (UCANR) conducted investigation and found that many of the common conifer species throughout Mendocino County are experiencing bark beetle decline and mortality, including Douglas fir, grey pine, sugar pine as well as species found on the Mendocino Coast; and

WHEREAS, Sudden Oak Death was first reported in 1995 in central coastal California and is reported by USDA as widespread in coastal California; and

WHEREAS, UCANR has observed ponderosa pine mortality from northern Mendocino to northern Napa—signaling the early stages of western pine beetle outbreak; and

WHEREAS, Bishop pine forests along the coast of Mendocino are experiencing significant declines due to a multitude of issues (e.g. change in land-use, absence of fire as a disturbance, native and invasive insects and diseases); and

WHEREAS, invasive species are an ever increasing concern and can have considerable ecological impacts on forestlands; and

WHEREAS, persistent and severe drought conditions in the past few years are worsening already widespread forest health issues and resulting in new insect and disease outbreaks; and

WHEREAS, this unprecedented tree mortality will dramatically increase the risk of large wildfires, diminish air quality, and result in increased mortality rates for wildfire; and

WHEREAS, removal of dead and dying trees is necessary to public health and safety, protect and maintain watersheds and wildlife habitat, protect and restore forest resiliency, and protect the continued economic development through tourism and the creation of jobs; and

WHEREAS, California Government Code section 8630 empowers the Board of Supervisors to proclaim the existence of a local emergency when the County is threatened or likely to be threatened by the conditions of extreme peril to the safety of persons and property that are or are likely to be beyond the control of the services, personnel, equipment, and facilities of this County; and

WHEREAS, on November 1, 2022, the Board of Supervisors proclaimed the existence of a local emergency due to tree mortality, finding that conditions of extreme peril to the safety of persons and property presently exist in Mendocino County, caused by widespread and rapidly increasing incidence of tree mortality, and the magnitude of this tree mortality represents a threat that is beyond the capacity of County resources such that assistance is required from both State and Federal agencies; and

WHEREAS, the Board of Supervisors finds that the aforesaid conditions and the breadth of the peril in the County and its residents face continue to exist; and

WHEREAS, Government Code section 8630(c) provides that the Board of Supervisors shall review the need for continuing the local emergency at least once every sixty (60) days until the governing body terminates the local emergency; and

WHEREAS, Mendocino County Code section 7.04.090 provides that the Board of Supervisors shall review the need for continuing the local emergency, but that in no event shall review take place more than thirty (30) days after the previous review.

NOW, THEREFORE BE IT RESOLVED that the Mendocino County Board of Supervisors finds that a local emergency due to tree mortality continues to exist.

BE IT FURTHER RESOLVED that this Resolution is issued pursuant to the California Emergency Act (Government Code section 8550, et seq.), and it is proclaimed and ordered that during the existence of said local emergency, the powers, functions, and duties of the emergency organization of Mendocino County shall be those prescribed by state and local law, County resolutions, and the County of Mendocino Emergency Operations Plans, as approved by the Board of Supervisors.

BE IT FURTHER RESOLVED that the Mendocino County Board of Supervisors encourage any State and Federal funding to assist with replanting of trees and supporting healthy forests and watersheds, as appropriate.

BE IT FURTHER RESOLVED that the Mendocino County Board of Supervisors hereby designate Darcie Antle, having the titles of the Chief Executive Officer and Director of Emergency Services, as the authorized representative of public and individual assistance of the County of Mendocino for the purpose of receipt, processing, and coordination of all inquiries and requirements necessary to obtain available State and Federal Assistance.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Norvell, and carried this 29th day of July 2025, by the following vote:

AYES: Supervisors Cline, Mulheren, Haschak, Norvell, and Williams
NOES: None
ABSENT: None

WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

ATTEST: DARCIE ANTLE
Clerk of the Board

_____
Deputy

APPROVED AS TO FORM:
CHARLOTTE E. SCOTT
County Counsel

_____

_____
JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

BY: DARCIE ANTLE
Clerk of the Board

_____
Deputy

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3k)

To: BOARD OF SUPERVISORS

From: Executive Office

Meeting Date: July 29, 2025

Department Contact: Darcie Antle **Phone:** 707-463-4441

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Adoption of Resolution Renewing a Declaration of a Local Emergency Related to Climate Change

Recommended Action/Motion:
Adopt Resolution renewing a declaration of a Local Emergency related to Climate Change; and authorize Chair to sign same.

Previous Board/Board Committee Actions:
On December 19, 2023, the Board of Supervisors Adopted Resolution 23-206 proclaiming the existence of a local emergency related to climate change.

Summary of Request:
Mendocino County has been profoundly affected by multiple natural disasters in recent years due to climate change including severe drought, heatwaves, devastating wildfires and accompanying days long power outages, extreme weather such as severe rain, snow and wind storms, flooding, landslides, coastal sea rise with severe impacts on coastal near shore ecosystems. In order to avoid irreversible, catastrophic climate change impacts, the County must focus not only on reducing its emissions but must also take action to enable its residents to prepare for significant ecological and economic impacts due to climate change. The severity and urgency of the climate change crisis necessitates urgent action to protect the County's residents, environment, and future generations. On December 19, 2023, the Board of Supervisors adopted two separate urgency ordinances related to replacement and solar roofs and hazardous tree removal which are designed in part to assist the County's residents in dealing with the effects of climate change.

Alternative Action/Motion:
Take no action at this time.

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Item #: 3k)

Fiscal Details:

source of funding: N/A
current f/y cost: N/A
budget clarification: N/A
annual recurring cost: N/A
budgeted in current f/y (if no, please describe): N/A
revenue agreement: N/A

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Executive Office

CEO Review: Choose an item.
CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk
Date: July 29, 2025

Final Status: **Adopted**
Executed Item Type: Resolution
Number: 25-123

RESOLUTION NO. 25-123

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS RENEWING A DECLARATION OF A LOCAL EMERGENCY RELATED TO CLIMATE CHANGE

WHEREAS, the March 20, 2023, special report of the United Nations Intergovernmental Panel on Climate Change (IPCC) projected that an increase in global temperatures of more than 1.5° Celsius (2.7° Fahrenheit) in the near-term is likely, and regional effects are likely to be unavoidable, abrupt, and irreversible, and that adaptation options that are feasible and effective today will become constrained and less effective with increasing global warming; and

WHEREAS, the March 20, 2023, IPCC report finds that climate change has caused substantial damages, and increasingly irreversible losses in terrestrial, freshwater, cryospheric, and coastal and open ocean ecosystems, reduced food security and affected water security, cause increases in extreme heat events that have resulted in human mortality and morbidity, increased the occurrence of climate-related food-borne and water-borne diseases and the incidence of vector-borne diseases; and

WHEREAS, on September 10, 2018, the State of California's Governor Brown issued an executive order establishing a 2045 statewide target to achieve carbon neutrality, and on the same day, Senate Bill 100 was passed, which sets a 100% clean electricity goal for the State by 2045; and

WHEREAS, on September 3, 2021, the State of California Energy Commission, Public Utilities Commission and Air Resources Board issued a Joint Agency Report Summary regarding implementation of SB 100 which found, in part, that solar and wind power construction rates need to nearly triple in order to meet the 2045 statewide target; and

WHEREAS, California's Fourth Climate Change Assessment warned that extreme weather and climate-related events in the United States are worsening, predicting increased drought cycles and heat waves in the western U.S. with a resulting three-fold increase in intensity and magnitude of wildfires, declined water supply and snow pack, increased flooding, impacted agriculture, as well as substantial damages to the U.S. economy and human health, unless greenhouse gas (GHG) emissions are curbed; and

WHEREAS, on June 22, 2021, the Board of Supervisors adopted a new Safety Element for the County, which includes an assessment of the County's vulnerability to climate change. The Climate Adaptation Vulnerability Assessment identified seventy-five (75) populations and assets in Mendocino County that are highly or severely vulnerable to one or more hazard conditions due to climate change, with wildfire and smoke being responsible for most vulnerability scores, followed by inland flooding and landslides; and

WHEREAS, on August 9, 2023, the California Coastal Commission adopted Sustainability Principles: A Framework for Reducing Greenhouse Gas Emissions in the Coastal Zone, which acknowledged that rising greenhouse gas emissions is driving climate change, which will affect coastal environments in many ways, including rising sea levels, ocean acidification, changing precipitation and temperature patterns, increased wildfire risks, extended periods of drought and limited water supplies and loss of or changes in species diversity and distribution, and which provides principles to improve climate resiliency and minimize the effects of climate change throughout the Coastal Zone, including supporting renewable energy projects; and

WHEREAS, on November 14, 2023, the United States Global Change Research Program delivered its Fifth National Climate Assessment pursuant to the Global Change Research Act of 1990, and identified the following broad current and future climate risks to the United States: safe, reliable water supplies are threatened by flooding, drought, and sea level rise; disruptions to food systems are expected to increase; homes and property are at risk from sea level rise and more intense extreme events, infrastructure and services are increasingly damaged and disrupted by

extreme weather and sea level rise; climate change exacerbates existing health challenges and creates new ones; and climate change is causing ecosystems to undergo transformational changes; and,

WHEREAS, Mendocino County has been profoundly affected by multiple natural disasters in recent years due to climate change including severe drought, heatwaves, devastating wildfires and accompanying days long power outages, extreme weather such as severe rain, snow and wind storms, flooding, landslides, coastal sea rise with severe impacts on coastal near shore ecosystems; and

WHEREAS, the Redwood Complex Fire in 2017, the Hopkins Fire in 2021, the Winter Weather Flood Event of 2022-2023 and the February Snow Event of 2023 have been classified as climate related disasters and the Disaster Recovery division of the Executive Office estimates that the County has spent over $11,700,000 in emergency response costs responding to these disasters; and

WHEREAS, disasters resulting from climate change affect both public and private infrastructure, threatening harm to roads, power and communication lines, businesses and residences, agricultural productivity, the health of our natural resources, and our community's mental health; and

WHEREAS, the disasters resulting from climate change not only cause loss of life and property damage, but are also have economic consequences, such as increased insurance costs and even a reduction in the number of insurance agencies willing to offer policies in certain states like California and Florida; and

WHEREAS, the current pace and scale of state and national climate action is not sufficient to avert substantial damage to the economy, environment, and human health over the coming decades; and

WHEREAS, restoring a safe and stable climate requires an emergency mobilization to reach net zero greenhouse gas emissions across all sectors, to rapidly and safely draw down or remove all the excess carbon from the atmosphere, and to implement measures to protect all people and species; and

WHEREAS, in order to avoid irreversible, catastrophic climate change impacts, the County must focus not only on reducing its emissions but must also take action to enable its residents to prepare for significant ecological and economic impacts due to climate change; and

WHEREAS, certain existing policies and regulations of the County may hinder rapid and effective response to climate change, and urgency actions to ease regulatory and public policy constraints may be necessary to facilitate effective and expedited implementation of climate change mitigation efforts, including streamlining the implementation of climate change mitigation measures such as renewable energy projects, green infrastructure and emissions reductions initiatives; and

WHEREAS, the severity and urgency of the climate change crisis necessitates swift and urgent action to protect the County's residents, environment, and future generations; and

WHEREAS, the County of Mendocino must do everything in its power to encourage a swift transition to a low-carbon economy to mitigate economic risks and capture emerging opportunities in renewable energy and sustainable technologies, and to move towards an ecologically, socially, and financially sustainable economy; and

WHEREAS, on December 19, 2023, the Board of Supervisors proclaimed the existence of a local emergency due to climate change, finding that conditions of extreme peril to the safety

of persons and property have arisen in Mendocino County such that pursuant to Government Code section 8630 a local emergency now exists throughout Mendocino County as a result of climate change; and

WHEREAS, the Board of Supervisors finds that the aforesaid conditions and the breadth of the peril to the County and its residents continue to exist; and

WHEREAS, Government Code section 8630(c) provides that the Board of Supervisors shall review the need for continuing the local emergency at least once every sixty (60) days until the governing body terminates the local emergency; and

WHEREAS, Mendocino County Code section 7.04.090 provides that the Board of Supervisors shall review the need for continuing the local emergency, but that in no event shall review take place more than thirty (30) days after the previous review.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors finds that a local emergency due to climate change continues to exist.

BE IT FURTHER RESOLVED that this Resolution is issued pursuant to the California Emergency Act (Government Code section 8550, et seq.), and it is proclaimed and ordered that during the existence of said local emergency, the powers, functions, and duties of the emergency organization of Mendocino County shall be those prescribed by state and local law, County resolutions, and the County of Mendocino Emergency Operations Plans, as approved by the Board of Supervisors.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Norvell, and carried this 29th day of July 2025, by the following vote:

AYES: Supervisors Cline, Mulheren, Haschak, Norvell, and Williams
NOES: None
ABSENT: None

WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

ATTEST: DARCIE ANTLE
Clerk of the Board

Deputy

JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

BY: DARCIE ANTLE
Clerk of the Board

APPROVED AS TO FORM:
CHARLOTTE E. SCOTT
County Counsel

Deputy

RESOLUTION NO. 25-123

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS RENEWING A DECLARATION OF A LOCAL EMERGENCY RELATED TO CLIMATE CHANGE

WHEREAS, the March 20, 2023, special report of the United Nations Intergovernmental Panel on Climate Change (IPCC) projected that an increase in global temperatures of more than 1.5° Celsius (2.7° Fahrenheit) in the near-term is likely, and regional effects are likely to be unavoidable, abrupt, and irreversible, and that adaptation options that are feasible and effective today will become constrained and less effective with increasing global warming; and

WHEREAS, the March 20, 2023, IPCC report finds that climate change has caused substantial damages, and increasingly irreversible losses in terrestrial, freshwater, cryospheric, and coastal and open ocean ecosystems, reduced food security and affected water security, cause increases in extreme heat events that have resulted in human mortality and morbidity, increased the occurrence of climate-related food-borne and water-borne diseases and the incidence of vector-borne diseases; and

WHEREAS, on September 10, 2018, the State of California's Governor Brown issued an executive order establishing a 2045 statewide target to achieve carbon neutrality, and on the same day, Senate Bill 100 was passed, which sets a 100% clean electricity goal for the State by 2045; and

WHEREAS, on September 3, 2021, the State of California Energy Commission, Public Utilities Commission and Air Resources Board issued a Joint Agency Report Summary regarding implementation of SB 100 which found, in part, that solar and wind power construction rates need to nearly triple in order to meet the 2045 statewide target; and

WHEREAS, California's Fourth Climate Change Assessment warned that extreme weather and climate-related events in the United States are worsening, predicting increased drought cycles and heat waves in the western U.S. with a resulting three-fold increase in intensity and magnitude of wildfires, declined water supply and snow pack, increased flooding, impacted agriculture, as well as substantial damages to the U.S. economy and human health, unless greenhouse gas (GHG) emissions are curbed; and

WHEREAS, on June 22, 2021, the Board of Supervisors adopted a new Safety Element for the County, which includes an assessment of the County's vulnerability to climate change. The Climate Adaptation Vulnerability Assessment identified seventy-five (75) populations and assets in Mendocino County that are highly or severely vulnerable to one or more hazard conditions due to climate change, with wildfire and smoke being responsible for most vulnerability scores, followed by inland flooding and landslides; and

WHEREAS, on August 9, 2023, the California Coastal Commission adopted Sustainability Principles: A Framework for Reducing Greenhouse Gas Emissions in the Coastal Zone, which acknowledged that rising greenhouse gas emissions is driving climate change, which will affect coastal environments in many ways, including rising sea levels, ocean acidification, changing precipitation and temperature patterns, increased wildfire risks, extended periods of drought and limited water supplies and loss of or changes in species diversity and distribution, and which provides principles to improve climate resiliency and minimize the effects of climate change throughout the Coastal Zone, including supporting renewable energy projects; and

WHEREAS, on November 14, 2023, the United States Global Change Research Program delivered its Fifth National Climate Assessment pursuant to the Global Change Research Act of 1990, and identified the following broad current and future climate risks to the United States: safe, reliable water supplies are threatened by flooding, drought, and sea level rise; disruptions to food systems are expected to increase; homes and property are at risk from sea level rise and more intense extreme events, infrastructure and services are increasingly damaged and disrupted by

extreme weather and sea level rise; climate change exacerbates existing health challenges and creates new ones; and climate change is causing ecosystems to undergo transformational changes; and,

WHEREAS, Mendocino County has been profoundly affected by multiple natural disasters in recent years due to climate change including severe drought, heatwaves, devastating wildfires and accompanying days long power outages, extreme weather such as severe rain, snow and wind storms, flooding, landslides, coastal sea rise with severe impacts on coastal near shore ecosystems; and

WHEREAS, the Redwood Complex Fire in 2017, the Hopkins Fire in 2021, the Winter Weather Flood Event of 2022-2023 and the February Snow Event of 2023 have been classified as climate related disasters and the Disaster Recovery division of the Executive Office estimates that the County has spent over $11,700,000 in emergency response costs responding to these disasters; and

WHEREAS, disasters resulting from climate change affect both public and private infrastructure, threatening harm to roads, power and communication lines, businesses and residences, agricultural productivity, the health of our natural resources, and our community's mental health; and

WHEREAS, the disasters resulting from climate change not only cause loss of life and property damage, but are also have economic consequences, such as increased insurance costs and even a reduction in the number of insurance agencies willing to offer policies in certain states like California and Florida; and

WHEREAS, the current pace and scale of state and national climate action is not sufficient to avert substantial damage to the economy, environment, and human health over the coming decades; and

WHEREAS, restoring a safe and stable climate requires an emergency mobilization to reach net zero greenhouse gas emissions across all sectors, to rapidly and safely draw down or remove all the excess carbon from the atmosphere, and to implement measures to protect all people and species; and

WHEREAS, in order to avoid irreversible, catastrophic climate change impacts, the County must focus not only on reducing its emissions but must also take action to enable its residents to prepare for significant ecological and economic impacts due to climate change; and

WHEREAS, certain existing policies and regulations of the County may hinder rapid and effective response to climate change, and urgency actions to ease regulatory and public policy constraints may be necessary to facilitate effective and expedited implementation of climate change mitigation efforts, including streamlining the implementation of climate change mitigation measures such as renewable energy projects, green infrastructure and emissions reductions initiatives; and

WHEREAS, the severity and urgency of the climate change crisis necessitates swift and urgent action to protect the County's residents, environment, and future generations; and

WHEREAS, the County of Mendocino must do everything in its power to encourage a swift transition to a low-carbon economy to mitigate economic risks and capture emerging opportunities in renewable energy and sustainable technologies, and to move towards an ecologically, socially, and financially sustainable economy; and

WHEREAS, on December 19, 2023, the Board of Supervisors proclaimed the existence of a local emergency due to climate change, finding that conditions of extreme peril to the safety

of persons and property have arisen in Mendocino County such that pursuant to Government Code section 8630 a local emergency now exists throughout Mendocino County as a result of climate change; and

WHEREAS, the Board of Supervisors finds that the aforesaid conditions and the breadth of the peril to the County and its residents continue to exist; and

WHEREAS, Government Code section 8630(c) provides that the Board of Supervisors shall review the need for continuing the local emergency at least once every sixty (60) days until the governing body terminates the local emergency; and

WHEREAS, Mendocino County Code section 7.04.090 provides that the Board of Supervisors shall review the need for continuing the local emergency, but that in no event shall review take place more than thirty (30) days after the previous review.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors finds that a local emergency due to climate change continues to exist.

BE IT FURTHER RESOLVED that this Resolution is issued pursuant to the California Emergency Act (Government Code section 8550, et seq.), and it is proclaimed and ordered that during the existence of said local emergency, the powers, functions, and duties of the emergency organization of Mendocino County shall be those prescribed by state and local law, County resolutions, and the County of Mendocino Emergency Operations Plans, as approved by the Board of Supervisors.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Norvell, and carried this 29th day of July 2025, by the following vote:

AYES: Supervisors Cline, Mulheren, Haschak, Norvell, and Williams
NOES: None
ABSENT: None

WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

ATTEST: DARCIE ANTLE
Clerk of the Board

_____
Deputy

APPROVED AS TO FORM:
CHARLOTTE E. SCOTT
County Counsel

_____

_____
JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

BY: DARCIE ANTLE
Clerk of the Board

_____
Deputy

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3l)

To: BOARD OF SUPERVISORS

From: Executive Office

Meeting Date: July 29, 2025

Department Contact: Tim Hallman **Phone:** 707-463-4441

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Acceptance of the Essential Services Sales Tax (Measure P) Allocation Method for Third Quarter of Fiscal Year 2024-25, as Proposed by the Mendocino County Fire Districts Association of Elected Officials (Exhibit A); Acceptance of the Mendocino County Camping Transient Occupancy Tax (Measure D) Allocation Method for Third Quarter of Fiscal Year 2024-25, as Proposed by the Mendocino County Fire Chiefs Association (Exhibit B); Acceptance of the Mendocino County Proposition 172 Allocation Method for Third Quarter of Fiscal Year 2024-25, as Proposed by the Mendocino County Fire Chiefs Association (Exhibit C); and Authorization for the Chief Executive Officer or Designee to Negotiate and Enter Into Agreements with Fire Agencies and the Mendocino County Fire Safe Council, Not to Exceed the Amounts Appropriated

Recommended Action/Motion:
Accept the Essential Services Sales Tax (Measure P) allocation method for third quarter of Fiscal Year 2024-25, as proposed by the Mendocino County Fire Districts Association of Elected Officials (Exhibit A); accept the Mendocino County Camping Transient Occupancy Tax (Measure D) allocation method for third quarter of Fiscal Year 2024-25, as proposed by the Mendocino County Fire Chiefs Association (Exhibit B); accept the Mendocino County Proposition 172 allocation method for third quarter of Fiscal Year 2024-25, as proposed by the Mendocino County Fire Chiefs Association (Exhibit C); and authorize the Chief Executive Officer or designee to negotiate and enter into Agreements with the Fire Agencies and the Mendocino County Fire Safe Council, not to exceed the amounts appropriated.

Previous Board/Board Committee Actions:
On June 4, 2024, the Board of Supervisors approved the appropriation of funding for the Essential Services Sales Tax, the Mendocino County Camping Transient Occupancy Tax, and the Mendocino County Fire Chiefs Association. On February 11, 2025, the Board approved the allocations for Fiscal Year 2024-25, first quarter. On June 24, 2025, the Board approved the allocations for Fiscal Year 2024-25, second Quarter.

Summary of Request:
This item proposes allocations of funds from revenues generated by the Essential Services Sales Tax (Measure P), Mendocino County Camping Transient Occupancy Tax (Measure D) and Proposition 172. These proposed allocations have been submitted by the Mendocino County Fire Districts Association of Elected Officials and the Mendocino County Fire Chiefs Association. If the allocations are approved by the Board of Supervisors, this item also authorizes the CEO or designee to negotiate and enter into agreements with the fire agencies in the County, as well as with the Mendocino County Fire Safe Council (FSC) for Measure P revenues. Funds would be distributed to the fire agencies and FSC under the allocation methods approved by

the Board, and agreement amounts would not cumulatively exceed the spending amount that has been appropriated by the Board as part of the County's adopted budget. It is presently anticipated that agreements will be entered into on a quarterly basis, once final revenue totals are known. Should actual revenues from any of the funding sources exceed the amounts appropriated in the County budget, staff would return to the Board for direction on appropriating those funds.

Alternative Action/Motion:
Provide alternate direction.

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: General Fund
current f/y cost: $4,905,000
budget clarification: This is part of the approved budget
annual recurring cost: Based on annual revenues and appropriations.
budgeted in current f/y (if no, please describe): Yes
revenue agreement: No

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Executive Office

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk
Date: July 29, 2025

Final Status: **Approved**

EXHIBIT A

updated: 6/23/2025

Measure P (.25% STx) Fire Funding Allocations (1) — QUARTERLY Calcs (2) — 2024-25 — Meas P

$ 4,000,000 ← BOS FY Authorized Budget Projection 2024-25
3,600,000 ← 90% Total Fire Agencies Budget portion (3)
400,000 ← 10% Total MC Fire Safe Council Budget portion (3)

91,601 ← 2020 Census County Population (4)

Funding basis: Mendocino County, 2022 Ballot Measure P, .25% Sales Tax (sunsets 3/31/2033), and BOS Resolution #22-159

22 ← Agencies (5)

	Qtr 1 (12/02 tally)	Qtr 2 (5/14 tally)	Qtr 3 (6/23 tally)	Qtr 4 (true-up)	TOTALS to Date
QTR Meas P Actual Revenues →	1,270,463.13	1,274,057.93	1,041,798.69		3,586,319.75
[AUDITOR's reported FY Total] →					
QTR 90% Fire Agencies portion →	1,143,416.82	1,146,652.13	937,618.82		3,227,687.77
QTR 10% Fire Safe Council portion →	127,046.31	127,405.80	104,179.87		358,631.98

	Basic 40%	Pop 60%		Basic 40%	Pop 60%		Basic 40%	Pop 60%		Basic 40%	Pop 60%		Basic 40%	Pop 60%	
QTR gross Basic & Pop alloc →	457,367	686,050	1,143,416.81	458,661	687,991	1,146,652.13	375,048	562,571	937,618.82				1,291,075	1,936,613	3,227,687.76
QTR per Agency & per capita →	20,789	7.49		20,848	7.51		17,048	6.14					58,685	21.14	

Agencies included

	District/Agency	JPA	Pop (4)	%	Basic	Population	TOTAL	Basic	Population	TOTAL	Basic	Population	TOTAL	Basic	Population	TOTAL	Basic	Population	TOTALS
1	Albion-Little River FPD		1,447	1.58%	20,789	10,837	31,626.76	20,848	10,868	31,716.26	17,048	8,887	25,934.41				58,685	30,592	89,277.43
2	Anderson Valley CSD		3,189	3.48%	20,789	23,884	44,673.55	20,848	23,952	44,799.96	17,048	19,585	36,632.98				58,685	67,421	126,106.49
3	Brooktrails CSD		3,483	3.80%	20,789	26,086	46,875.48	20,848	26,160	47,008.12	17,048	21,391	38,438.59				58,685	73,637	132,322.19
4	Comptche CSD		521	0.57%	20,789	3,902	24,691.44	20,848	3,913	24,761.31	17,048	3,200	20,247.35				58,685	11,015	69,700.10
5	Covelo FPD		2,750	3.00%	20,789	20,596	41,385.64	20,848	20,655	41,502.75	17,048	16,889	33,936.84				58,685	58,140	116,825.23
6	Elk CSD		390	0.43%	20,789	2,921	23,710.31	20,848	2,929	23,777.40	17,048	2,395	19,442.81				58,685	8,245	66,930.52
7	Fort Bragg City FD	*Fort Bragg*	7,537	16.71%	20,789	114,639	156,217.54	20,848	114,963	156,659.57	17,048	94,005	128,100.71				58,685	323,607	440,977.82
8	Fort Bragg Rural FPD	*Fire Authority* (4)	7,770		20,789			20,848			17,048						58,685		
9	Hopland FPD		1,965	2.15%	20,789	14,717	35,506.35	20,848	14,759	35,606.82	17,048	12,068	29,115.73				58,685	41,544	100,228.90
10	Leggett Valley FPD		461	0.50%	20,789	3,453	24,242.07	20,848	3,462	24,310.67	17,048	2,831	19,878.86				58,685	9,746	68,431.60
11	Little Lake FPD (Willits)		9,156	9.99%	20,789	68,571	89,359.94	20,848	68,765	89,612.79	17,048	56,229	73,276.48				58,685	193,564	252,249.21
12	Long Valley FPD (Laytonville)		2,574	2.81%	20,789	19,278	40,067.48	20,848	19,333	40,180.86	17,048	15,808	32,855.93				58,685	54,419	113,104.27
13	Mendocino FPD		2,848	3.11%	20,789	21,330	42,119.62	20,848	21,391	42,238.80	17,048	17,491	34,538.71				58,685	60,212	118,897.13
14	Piercy FPD		131	0.14%	20,789	981	21,770.52	20,848	984	21,832.12	17,048	805	17,852.15				58,685	2,770	61,454.79
15	Potter Valley CSD		1,981	2.16%	20,789	14,837	35,626.18	20,848	14,879	35,726.99	17,048	12,166	29,214.00				58,685	41,882	100,567.17
16	Redwood Coast FPD		1,788	1.95%	20,789	13,391	34,180.70	20,848	13,429	34,277.42	17,048	10,981	28,028.68				58,685	37,802	96,486.80
17	Redwood V-Calpella FD		7,106	7.76%	20,789	53,221	74,010.11	20,848	53,371	74,219.53	17,048	43,642	60,689.40				58,685	150,234	208,919.04
18	South Coast FPD		1,777	1.94%	20,789	13,309	34,098.31	20,848	13,347	34,194.80	17,048	10,914	27,961.12				58,685	37,569	96,254.23
19	Ukiah City FD	*Ukiah Valley*	16,499	37.38%	20,789	256,457	298,036.13	20,848	257,183	298,879.31	17,048	210,299	244,394.07				58,685	723,938	841,309.51
20	Ukiah Valley FPD	*Fire Authority* (4)	17,744		20,789			20,848			17,048						58,685		
21	Westport VFC		278	0.30%	20,789	2,082	22,871.48	20,848	2,088	22,936.20	17,048	1,707	18,754.95				58,685	5,877	64,562.63
22	Whale Gulch VFC		208	0.23%	20,789	1,558	22,347.21	20,848	1,562	22,410.45	17,048	1,277	18,325.05				58,685	4,397	63,082.71
	(truncation manual adj: UVFA +/- cents to balance as indicated) →						0.2470			0.1199			0.2109						0.5778
	Totals:		91,601	100%	457,367	686,050	1,143,416.82	458,661	687,991	1,146,652.13	375,047	562,571	937,618.82				1,291,075	1,936,612	3,227,687.77
	Percent of quarterly funding:				40%	60%		40%	60%		40%	60%					40%	60%	0.00

NOTES:

1) Meas P allocations above are based on a MCAFD funding formula approved 6/15/2022 with a 40% basic allocation shared equally by fire agencies including Cities, remaining 60% allocated by population
2) Began with quarterly allocation/distribution format starting with Q4 FY 2022/23
3) Fire Safe Council authorized to receive 10% and Fire Agencies 90% of allocated funding based on BOS resolution #22-159
4) Agency population numbers adjusted to match County's 2020 Census total, each agency increased by same 3.96% over previously agreed upon agency and County numbers (88,113 to 91,601) - per 2022 MCAFD agreement
5) Because Meas P .25% sales tax applies uniformly throughout all areas of the County, jointly-run Fort Bragg and Ukiah JPA's each include 2 separate agencies and are eligible to receive 2 basic allotments.

by.

EXHIBIT B

updated: 6/23/2025

Measure D (TOT) Fire Funding Allocations (1) — QUARTERLY Calcs (4) — 2024-25 Meas D (TOT)

$ 505,000	← BOS FY Budgeted Annual Projection …	2024-25
378,750	← 75% Fire Agencies minimum portion (2) (3)	
126,250	← 25% Fire Chiefs maximum recommendation portion (2) (3)	

Funding basis: Mendocino County, 2020 Ballot Measures D & E, 10% TOT on Campgrounds and RV Parks in unincorporated areas

20 ← Agencies (1)

Agencies included

	District/Agency	JPA	Qtr 1 (12/02 tally)	Qtr 2 (5/14 tally)	Qtr 3 (6/23 tally)	Qtr 4 (true-up)	YTD QTRS
	QTR Meas D Actual Revenues →		191,880.82	164,499.04	66,665.87		423,045.73
	[AUDITOR's reported FY Total] →						
	QTR Fire Chiefs percent →		25%	25%	25%		
	QTR Fire Chiefs allocation →		47,970.20	41,124.76	16,666.46		105,761.42
	QTR Fire Agencies NET allocation →		143,910.62	123,374.28	49,999.41		317,284.31
	QTR Net per Agency →		7,195.53	6,168.71	2,499.97		15,864.22
	District/Agency	*JPA*	Allocations	Allocations	Allocations	Allocations	TOTALS
1	Albion-Little River FPD		7,195.53	6,168.71	2,499.97		15,864.21
2	Anderson Valley CSD		7,195.53	6,168.71	2,499.97		15,864.21
3	Brooktrails CSD		7,195.53	6,168.71	2,499.97		15,864.21
4	Comptche CSD		7,195.53	6,168.71	2,499.97		15,864.21
5	Covelo FPD		7,195.53	6,168.71	2,499.97		15,864.21
6	Elk CSD		7,195.53	6,168.71	2,499.97		15,864.21
	Fort Bragg City FD	*Fort Bragg*					
7	Fort Bragg Rural FPD	*Fire Authority (1)*	7,195.53	6,168.71	2,499.97		15,864.21
8	Hopland FPD		7,195.53	6,168.71	2,499.97		15,864.21
9	Leggett Valley FPD		7,195.53	6,168.71	2,499.97		15,864.21
10	Little Lake FPD		7,195.53	6,168.71	2,499.97		15,864.21
11	Long Valley FPD		7,195.53	6,168.71	2,499.97		15,864.21
12	Mendocino FPD		7,195.53	6,168.71	2,499.97		15,864.21
13	Piercy FPD		7,195.53	6,168.71	2,499.97		15,864.21
14	Potter Valley CSD		7,195.53	6,168.71	2,499.97		15,864.21
15	Redwood Coast FPD		7,195.53	6,168.71	2,499.97		15,864.21
16	Redwood V-Calpella FD		7,195.53	6,168.71	2,499.97		15,864.21
17	South Coast FPD		7,195.53	6,168.71	2,499.97		15,864.21
	Ukiah City FD	*Ukiah Valley*					
18	Ukiah Valley FPD	*Fire Authority (1)*	7,195.55	6,168.79	2,499.98		15,864.32
19	Westport VFC		7,195.53	6,168.71	2,499.97		15,864.21
20	Whale Gulch VFC		7,195.53	6,168.71	2,499.97		15,864.21
	(truncation manual adj: UVFA +/- cents to balance as indicated) →		0.0200	0.0800	0.0100		0.11
	Totals:		**143,910.62**	**123,374.28**	**49,999.41**		**317,284.31**
	Proportion of total budgeted funding:		28.5%	24.4%	9.9%		62.8%

NOTES:

1) Meas D allocations follow a funding formula detailed in voter-approved Meas E in place since 2021-22. (Funding source is a general fund TOT tax on campgrounds and RV Parks outside of incorporated Cities that aren't eligible to receive basic allocations.)
2) 2020 Voter advisory Meas E recommended TOT 75% revenue allocations shared equally among agencies and remaining ~25% to be allocated based on Chiefs Assoc recommendations (the "holdback").
3) TOT current year calcs based on MCFCA 11-9-2022 vote (75% to be distributed to agencies, 25% holdback - reserve fund)
4) Converted to quarterly distribution format in FY 2023-24

by:

EXHIBIT C

revision date: 6/23/2025

Prop 172 Fire Funding Allocations [1] — QUARTERLY Calcs [2] — 2024-25 — Prop 172

$ 400,000 ← FY BOS Budget Annual Projection … 2024-25
10,000 ← Basic (FIXED) allotment per Agency
200,000 ← Agencies Total Basic allotments [4]

91,601 ← 2020 Census County Population [3]

Funding basis: Mendocino County Board of Supervisors' letter - May 26,2016 "Proposition 172 Funds"

20 ← Agencies [4]

	Qtr 1 (12/02 tally)			Qtr 2 (5/14 tally)			Qtr 3 (6/23 tally)			Qtr 4 (true-up)			TOTAL QTRS to Date		
QTR Revenues derived Allocation →	96,299.66			101,862.56			89,724.65						287,886.87		
[AUDITOR's reported FY Total] →															
QTR Funds Allocated →	96,299.66			101,862.56			89,724.65						287,886.87		
Agencies included	Basic	Population		Basic	Population		Basic	Population		Basic	Population		Basic	Population	
QTR gross Basic & Pop alloc →	55,000	41,300	96,299.66	55,000	46,863	101,862.56	50,000	39,725	89,724.65				160,000	127,887	287,886.87
QTR per Agency & per capita →	2,750	0.45		2,750	0.51		2,500	0.43					8,000	1.40	

	District/Agency	JPA	Pop [3]	%	Basic	Population	TOTAL	Basic	Population	TOTAL	Basic	Population	TOTAL	Basic	Population	TOTAL	Basic	Population	TOTALS
1	Albion-Little River FPD		1,447	1.58%	2,750	652	3,402.40	2,750	740	3,490.27	2,500	628	3,127.52				8,000	2,020	10,020.19
2	Anderson Valley CSD		3,189	3.48%	2,750	1,438	4,187.80	2,750	1,631	4,381.47	2,500	1,383	3,882.97				8,000	4,452	12,452.24
3	Brooktrails CSD		3,483	3.80%	2,750	1,570	4,320.36	2,750	1,782	4,531.88	2,500	1,510	4,010.47				8,000	4,863	12,862.71
4	Comptche CSD		521	0.57%	2,750	235	2,984.90	2,750	267	3,016.54	2,500	226	2,725.94				8,000	727	8,727.38
5	Covelo FPD		2,750	3.00%	2,750	1,240	3,989.87	2,750	1,407	4,156.88	2,500	1,193	3,692.59				8,000	3,839	11,839.34
6	Elk CSD		390	0.43%	2,750	176	2,925.83	2,750	200	2,949.52	2,500	169	2,669.13				8,000	544	8,544.48
7	Fort Bragg City FD / Fort Bragg Rural FPD	Fort Bragg Fire Authority [4]	7,537 / 7,770	16.71%	2,750	6,901	9,651.16	2,750	7,831	10,580.71	2,500	6,638	9,137.97				8,000	21,370	29,369.84
8	Hopland FPD		1,965	2.15%	2,750	886	3,635.94	2,750	1,005	3,755.28	2,500	852	3,352.16				8,000	2,743	10,743.38
9	Leggett Valley FPD		461	0.50%	2,750	208	2,957.84	2,750	236	2,985.84	2,500	200	2,699.92				8,000	644	8,643.60
10	Little Lake FPD (Willits)		9,156	9.99%	2,750	4,128	6,877.89	2,750	4,684	7,433.90	2,500	3,970	6,470.47				8,000	12,782	20,782.26
11	Long Valley FPD (Laytonville)		2,574	2.81%	2,750	1,161	3,910.52	2,750	1,317	4,066.84	2,500	1,116	3,616.26				8,000	3,594	11,593.62
12	Mendocino FPD		2,848	3.11%	2,750	1,284	4,034.06	2,750	1,457	4,207.02	2,500	1,235	3,735.09				8,000	3,976	11,976.17
13	Piercy FPD		131	0.14%	2,750	59	2,809.06	2,750	67	2,817.01	2,500	57	2,556.81				8,000	183	8,182.88
14	Potter Valley CSD		1,981	2.16%	2,750	893	3,643.16	2,750	1,013	3,763.46	2,500	859	3,359.10				8,000	2,766	10,765.72
15	Redwood Coast FPD		1,788	1.95%	2,750	806	3,556.14	2,750	915	3,664.73	2,500	775	3,275.40				8,000	2,496	10,496.27
16	Redwood V-Calpella FD		7,106	7.76%	2,750	3,204	5,953.84	2,750	3,635	6,385.38	2,500	3,082	5,581.66				8,000	9,921	17,920.88
17	South Coast FPD		1,777	1.94%	2,750	801	3,551.18	2,750	909	3,659.10	2,500	771	3,270.63				8,000	2,481	10,480.91
18	Ukiah City FD / Ukiah Valley FPD	Ukiah Valley Fire Authority [4]	16,499 / 17,744	37.38%	2,750	15,439	18,188.60	2,750	17,518	20,268.10	2,500	14,850	17,349.80				8,000	47,806	55,806.50
19	Westport VFC		278	0.30%	2,750	125	2,875.34	2,750	142	2,892.22	2,500	121	2,620.56				8,000	388	8,388.12
20	Whale Gulch VFC		208	0.23%	2,750	94	2,843.77	2,750	106	2,856.41	2,500	90	2,590.20				8,000	290	8,290.38
	(truncation manual adj: UVFA +/- to balance as indicated) →						0.090			0.0900			0.0600						0.24
	Totals:		91,601	100%	55,000	41,300	96,299.66	55,000	46,862	101,862.56	50,000	39,725	89,724.65				160,000	127,887	287,886.87
	Percent of quarterly funding:				57%	43%											56%	44%	

NOTES:

1) Prop 172 allocations above are based on a MCAFD funding formula approved 4-20-16 and utilized since fire agency funding began 2016-17. (Funding source is a "public safety" sales tax and only revenues received by County, not cities.)
2) Converted to quarterly distribution format in FY 2023-24
3) Agency population numbers adjusted to match County's 2020 Census total, uniformly each agency increased by 3.96% over previous agreed upon agency and County numbers (88,113 to 91,601) - per 2022 agreement
4) Jointly-run Fort Bragg and Ukiah (JPA) departments receive a single basic allotment because Cities receive Prop 172 funds separately. (In 2016-17, Cities were exclued from population allocations. Then Supv McCowen proposed and MCAFD agreed to include City populations in 2017-18 calculations when BOS offered to raise total funding by 87,000 thereby not reducing other agencies' proportional allotments from 2016-17 levels.)

6-23-25

by:

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3m)

To: BOARD OF SUPERVISORS

From: Executive Office

Meeting Date: July 29, 2025

Department Contact: Xuyen Mallela **Phone:** 707-463-4441

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Approval of Agreement with BKF Engineers in the Amount of $470,000, to Provide Consulting Services for the East Ukiah Hills Emergency Evacuation Planning Project, Effective Upon Full Execution through June 30, 2026

Recommended Action/Motion:
Approve Agreement with BKF Engineers in the amount of $470,000, to provide consulting services for the East Ukiah Hills Emergency Evacuation Planning Project, effective upon full execution through June 30, 2026; authorize the Chief Executive Officer or designee to sign any future amendments that do not increase the maximum amount; and authorize Chair to sign same.

Previous Board/Board Committee Actions:
None.

Summary of Request:
The East Ukiah Hills Emergency Evacuation Planning Project consists of the planning and design of an emergency evacuation route and second access to three densely developed subdivisions located in the heavily wooded hills to the east of the Ukiah Valley. These subdivisions, Deerwood Estates, El Dorado Estates, and Vichy Springs, along with the adjacent Guidiville Rancheria, contain approximately 325 homes and all are “one way in, one way out” communities at high risk during a fire event. By identifying and planning an alternative route for emergency evacuations and first responder access, residents of these communities will have additional routes by which to flee during an evacuation, should event conditions warrant this action. If evacuations are more appropriate using the existing public roadways, first responders will be able to use the emergency evacuation route to access and begin fire suppression activities in these areas without impeding evacuation of the public. The project will also consider and assess potential funding sources for future road construction and maintenance such as a Zone of Benefit or other similar mechanism.

Through the proposed Agreement, BKF Engineers will provide consulting services for the Emergency Evacuation Planning Project including project management and administration, civil engineering efforts, environmental analysis, geological analysis, outreach and coordination, land surveying, and development of the Zone of Benefit and Revenue Generation Analysis. The County of Mendocino negotiated directly with BKF Engineers to provide these services after two failed Requests for Proposal in 2023.

Alternative Action/Motion:

Item #: 3m)

Return to staff for alternative handling.

Strategic Plan Priority Designation: A Prepared and Resilient County

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: 2910, 862189 Proj DR309
current f/y cost: $470,000
budget clarification: Funded by CalFire
annual recurring cost: N/A
budgeted in current f/y (if no, please describe): Yes
revenue agreement: No

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Executive Office

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk
Date: July 29, 2025

Final Status: **Approved**
Executed Item Type: Agreement
Number: 25-125

BOS Agreement #25-125

COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and **BKF Engineers,** hereinafter referred to as the "CONTRACTOR".

WITNESSETH

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONTRACTOR for its East Ukiah Hills Emergency Evacuation Planning Project consulting services; and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this Agreement and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in Exhibit A, and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Mendocino County ePayables Information
Exhibit E	East Hills Ukiah Evacuation Route Planning Study, Scope of Work

The term of this Agreement shall be from the date this Agreement becomes fully executed by all parties (the "Effective Date"), and shall continue through June 30, 2026.

The compensation payable to CONTRACTOR hereunder shall not exceed Four Hundred Seventy Thousand Dollars ($470,000) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: _____
DEPARTMENT HEAD

Date: 07/11/2025

Budgeted: Yes
Budget Unit: 2910
Line Item: 862189 Proj DR309
Org/Object Code: DR
Grant: Yes
Grant No.: CAL FIRE

COUNTY OF MENDOCINO

By: _____
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: 07/29/2025

ATTEST:
DARCIE ANTLE, Clerk of said Board

By: _____
Deputy 07/29/2025

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: _____
Deputy 07/29/2025

INSURANCE REVIEW:

By: _____
Risk Management

Date: 07/11/2025

BKF ENGINEERS

By: _____
SIGNATURE

Date: 7/15/2025

NAME AND ADDRESS OF CONTRACTOR:

BKF Engineers
111 Santa Rosa Avenue, Suite 100
Santa Rosa, CA 95404

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: _____
COUNTY COUNSEL

Date: 07/11/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
Deputy CEO or Designee

Date: 07/11/2025

Signatory Authority: $0-25,000 Department; $25,001- 50,000 Purchasing Agent; **$50,001+ Board of Supervisors**
Exception to Bid Process Required/Completed ☒ EB# 26-02
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: Located outside Mendocino County

GENERAL TERMS AND CONDITIONS

1. INDEPENDENT CONTRACTOR: No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

   CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

   CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such amounts.

   In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

   CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and COUNTY laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the COUNTY agency concerned.

   Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. INDEMNIFICATION: To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), CONTRACTOR shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the CONTRACTOR's performance or its obligations under this Agreement, unless arising out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

3. INSURANCE: CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.

4. WORKERS' COMPENSATION: CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

   CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractors' employees.

5. CONFORMITY WITH LAW AND SAFETY:

   a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.

b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.

c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.

6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit B hereto as funding permits.

If COUNTY over pays CONTRACTOR for any reason, CONTRACTOR agrees to return the amount of such overpayment to COUNTY, or at COUNTY's option, permit COUNTY to offset the amount of such overpayment against future payments owed to CONTRACTOR under this Agreement or any other Agreement.

In the event CONTRACTOR claims or receives payment from COUNTY for a service, reimbursement for which is later disallowed by COUNTY, State of California or the United States Government, the CONTRACTOR shall promptly refund the disallowance amount to COUNTY upon request, or at its option COUNTY may offset the amount disallowed from any payment due or that becomes due to CONTRACTOR under this Agreement or any other Agreement.

All invoices, receipts, or other requests for payment under this contract must be submitted by CONTRACTOR to COUNTY in a timely manner and consistent with the terms specified in Exhibit B. In no event shall COUNTY be obligated to pay any request for payment for which a written request for payment and all required documentation was first received more than six (6) months after this Agreement has terminated, or beyond such other time limit as may be set forth in Exhibit B.

7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.

8. OWNERSHIP OF DOCUMENTS: CONTRACTOR hereby assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit A of this Agreement have been fully performed or paid for.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. CONFLICT OF INTEREST: The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.

10. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO
501 Low Gap Road, Room 1010
Ukiah, CA 95482
Attn: Xuyen Mallela

To CONTRACTOR: BKF Engineers
111 Santa Rosa Avenue, Suite 100
Santa Rosa, CA 95404
Attn: Jean Chen

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. USE OF COUNTY PROPERTY: CONTRACTOR shall not use COUNTY property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.

12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONTRACTOR certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.

a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.

b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.

c. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.

d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.

e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.

13. DRUG-FREE WORKPLACE: CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a COUNTY facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the COUNTY department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

14. ENERGY CONSERVATION: CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).

15. COMPLIANCE WITH LICENSING REQUIREMENTS: CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses. To the extent required by law, CONTRACTOR shall display licenses in a location that is reasonably conspicuous. Upon COUNTY's request, CONTRACTOR shall file copies of same with the County Executive Office.

CONTRACTOR represents and warrants to COUNTY that CONTRACTOR and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

16. AUDITS; ACCESS TO RECORDS: The CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and

disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with COUNTY requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within the County of Mendocino, California, CONTRACTOR shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or CONTRACTOR shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Agreement are closed, whichever is later.

17. DOCUMENTS AND MATERIALS: CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONTRACTOR under this Agreement.

18. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

19. TERMINATION: The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR notice. Such notice shall be in writing and may be issued by any COUNTY officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors. In the event that the COUNTY should abandon, terminate or suspend the CONTRACTOR's work, the

CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its services as outlined in Exhibit A shall not exceed $470,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

20. NON APPROPRIATION: If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR's receipt of the termination notice.

21. CHOICE OF LAW: This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

22. VENUE: All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.

23. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

24. ADVERTISING OR PUBLICITY: CONTRACTOR shall not use the name of COUNTY, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.

25. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire Agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other Agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter

thereof. This Agreement may not be modified except by a written document signed by both parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.

26. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.

27. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual Agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.

28. ASSURANCE OF PERFORMANCE: If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.

29. SUBCONTRACTING/ASSIGNMENT: CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.

    a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any Agreement that violates this Section shall confer no rights on any party and shall be null and void.

    b. Only the department head or his or her designee shall have the authority to approve subcontractor(s).

    c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any Agreement between CONTRACTOR and its subcontractors.

30. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.

31. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

32. INTELLECTUAL PROPERTY: CONTRACTOR represents that it has secured all rights and licenses necessary for materials, services, processes, software, or hardware ("CONTRACTOR PRODUCTS") to be provided by CONTRACTOR in the performance of this Agreement, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONTRACTOR hereby grants to COUNTY, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONTRACTOR PRODUCTS to the extent reasonably necessary to use the CONTRACTOR PRODUCTS in the manner contemplated by this Agreement.

CONTRACTOR further represents that it knows of no allegations, claims, or threatened claims that the CONTRACTOR PRODUCTS provided to COUNTY under this Agreement infringe any patent, copyright, trademark or other proprietary right. In the event that any third party asserts a claim of infringement against the COUNTY relating to a CONTRACTOR PRODUCT, CONTRACTOR shall indemnify and defend the COUNTY pursuant to Paragraph 2 of this Agreement.

In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for COUNTY the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.

33. ELECTRONIC COPIES: The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.

34. COOPERATION WITH COUNTY: CONTRACTOR shall cooperate with COUNTY and COUNTY staff in the performance of all work hereunder.

35. PERFORMANCE STANDARD: CONTRACTOR shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in CONTRACTOR's profession. COUNTY has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter into this Agreement. CONTRACTOR hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood

that acceptance of CONTRACTOR's work by COUNTY shall not operate as a waiver or release. If COUNTY determines that any of CONTRACTOR's work is not in accordance with such level of competency and standard of care, COUNTY, in its sole discretion, shall have the right to do any or all of the following: (a) require CONTRACTOR to meet with COUNTY to review the quality of the work and resolve matters of concern; (b) require CONTRACTOR to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.

36. ATTORNEYS' FEES: In any action to enforce or interpret the terms of this Agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

I. East Hills Emergency Evacuation Route Project Summary:

CONTRACTOR shall develop a preliminary design for an emergency evacuation route serving three single-access subdivisions east of Ukiah in the Wildland Urban Interface (WUI): Deerwood Estates, El Dorado Estates, Vichy Springs and the Guidiville Rancheria.

A. This project component consists of the planning and design of an emergency evacuation route and second access to three densely developed subdivisions located in the heavily-wooded hills to the east of the Ukiah Valley. The project will also consider and assess potential funding sources for future road construction and maintenance such as a Zone of Benefit or other similar mechanism. These subdivisions, Deerwood Estates, El Dorado Estates, and Vichy Springs, along with the adjacent Guidiville Rancheria, contain approximately 325 homes and all are “one way in, one way out” communities at high risk during a fire event. Developing a conceptual design and identifying a source of project maintenance and construction revenues will lead to the pursuit of future grant funding to defray the costs of project construction and create a Zone of Benefit or similar ongoing funding mechanism. The proposed route will connect with Rafello Drive in the north and terminate at Bartolomei Way in the south, providing an alternative access to the subdivisions which can be used to allow firefighters to access these communities from the north and south while evacuation of the public uses existing public roads travelling west. Alternatively, should fire conditions warrant it, the public could be routed through the new route to evacuate. Please note that the project alignment is not anticipated to cross tribal lands of the Guidiville Rancheria at this point in time, but the Rancheria would be served by the project, as it is currently accessed from Vichy Springs Road within the project area.

B. The East Hills Ukiah Emergency Evacuation Route Planning component focuses on identifying and developing an alternative evacuation and access route for three subdivisions and the Guidiville Rancheria which collectively contain approximately 325 homes along with other outbuildings and ancillary structures. By identifying and planning an alternative route for emergency evacuations and first responder access, residents of these communities will have additional routes by which to flee during an evacuation, should event conditions warrant this action. If evacuations are more appropriate using the existing public roadways, first responders will be able to use the emergency evacuation route to access and begin fire suppression activities in these areas without impeding evacuation of the public.

II. Project Goal:

Prepare for future implementation grant opportunities with a “shovel-ready” plan and design for the construction of a secondary access road for emergency response resources and possible resident evacuation in the event of a wildfire.

III. Project Objectives:

A. Procure a consultant to provide project management and professional services including land use planning, land surveying, civil engineering, and geologic analysis.

B. Work with local CalFire Mendocino Unit (MEU), the Ukiah Valley Fire Authority, and County Department of Transportation, County Office of Emergency Services and Mendocino County Sheriff’s Office to ensure the proposed access route and type of road proposed meet the needs of first responders.

C. Outreach to residents to secure landowner access, publicize the project development process, receive input from stakeholders, inform the public about the importance of evacuation planning and emergency preparedness.

D. Develop preliminary route for review and feedback.

E. Conduct feasibility analysis of preliminary route selected, identify alternatives or modifications necessary based on feasibility analysis.

F. Revise route based on feedback from community partners and site constraints.

G. Work with impacted landowners to secure easements and other access.

H. Develop Zone of Benefit and Revenue Generation Analysis to identify future funding sources.

I. Prepare final plan package.

J. Secure preliminary environmental clearances.

IV. Project Outcomes

A. Develop a feasibility study, cost estimate, and preliminary design for a secondary access route serving three subdivisions in the Ukiah East Hills.

B. Develop a zone of benefit and revenue generation analysis to identify future sources of construction and maintenance.

V. Project Milestones and Deliverables

A. Procure and contract with consultant or consultant team to execute project planning process.

   i. Deliverables: Request for Proposals to solicit consultant, executed contract with selected consultant.

B. Begin community engagement process and constitute County planning group including representatives from the Mendocino County Sheriff's Office, CAL Fire MEU, Ukiah Valley Fire Authority, Mendocino County Office of Emergency Services, and Mendocino County Executive Office.

   i. Deliverables: Documentation of County planning group participants.

C. Begin landowner outreach process and conduct community meetings.

   i. Deliverables: outreach materials, agendas, and meeting minutes for up to three landowner outreach listening sessions to receive input on the proposed route.

D. Develop initial route concept and conduct feasibility analysis, including preliminary survey mapping.

   i. Deliverables: Preliminary route mapping and feasibility analysis memorandum including alternatives analysis.

E. Refine route concept with information generated during the feasibility analysis and feedback from County Planning Group and community meetings.

   i. Deliverables: outreach materials, agendas, and minutes from County Planning Group and community meetings.

F. Conduct detailed route survey and create design-level topographic and boundary mapping, develop project conceptual design and cost estimate.

   i. Deliverables: 1) 30% Project Design Plans and 2) Engineer's Estimate of Probable Costs.

G. Conduct preliminary environmental analysis and develop draft resource agency permit applications. This includes a biological survey of the project alignment, wetland delineation, cultural resources study, arborist report, and draft California Environmental Quality Act (CEQA) Initial Study.

i. Deliverable: Draft permit applications for all necessary resource agencies, as identified in the feasibility analysis, and a draft CEQA Initial Study describing the project and associated environmental resources.

H. Conduct Zone of Benefit and Revenue Generation Analysis to determine potential for local tax revenues or assessments to fund project maintenance and construction.

i. Deliverable: Zone of Benefit Revenue Generation Analysis Memorandum documenting the parcels which may be included and the assessment or tax level necessary to fund project.

VI. As with CEQA analysis, developing a preliminary design for an emergency evacuation/second access route connecting three “one way in, one way out” subdivisions and the Guidiville Rancheria east of Ukiah will not require explicit ongoing maintenance after the grant program is completed. Once again, the next step following grant completion will be to identify and secure funding to complete the design and construct the new route. As described in the Scope of Work, one component of the evacuation route planning process will be the development of a revenue generation analysis for a potential zone of benefit which could assess a tax in order to generate revenues for the construction and maintenance of the route. This analysis, along with the preliminary cost estimate for the project, will help clarify the amount of funding needed to construct and maintain the route and the potential revenue that could be generated by a Zone of Benefit or other tax mechanism at various tax levels.

VII. As this project component is a planning activity with no physical changes to the environment, it does not qualify as a project under CEQA at this stage. During the route planning process, the County will assess the anticipated environmental and permitting requirements of the project, including the appropriate level of CEQA analysis anticipated to be necessary to construct the project. The project also includes budget allocation to conduct numerous special studies and develop a draft CEQA Initial Study to better prepare for future funding and project implementation.

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

I. COUNTY shall pay CONTRACTOR for satisfactory provision of services as defined in Exhibit A, and according to the budget defined below:

A. The following categories contain consulting fees for CONTRACTOR to lead the project component and complete the design process, including project management, environmental analysis and special studies, land surveying and easement research, civil design, and geologic analysis. Costs between these categories consist of the following:

1. Project Management and Administration: $33,541

2. Civil Engineering, including site visits, preliminary route planning, feasibility analysis report, preliminary cost estimating, road design and improvement plans (30% design level), stormwater mitigation plan, and drainage calculations: $114,493

3. Environmental Analysis and Special Studies, including biological survey, wetland delineation, cultural resources study, arborist report, CEQA Initial Study, and draft permit applications: $102,853

4. Geological analysis to assess subsurface soil qualities for road design: $12,500

5. Outreach and Coordination with landowners and project partners, including design review meetings with the County Planning Group, a site walk with the County Planning Group, and community outreach: $26,540

6. Land Surveying, including preliminary research and project establishment, field surveys, including LiDAR and photogrammetry, data processing, topographic and boundary mapping, and legal descriptions of potential easements and right-of-way acquisitions: $155,366

7. Zone of Benefit and Revenue Generation Analysis, including research regarding potential zone of benefit boundaries, analysis of potential tax or assessment revenue available, and memorandum summarizing findings: $20,000

East Ukiah Hills Evacuation Route Planning

CONSULTING SERVICES

Task	Description	Principal	Project Manager	Senior Project Manager	Project Manager	Technical Manager	Sr Project Engineer	Project Engineer	Technician II	Design Engineer	Field Crew Party Chief	Field Crew Chairperson	Funding Specialist	Project Accountant	Total BKF Hours	Total BKF Fee	Sub Consultants: Promise (Environmental)	Sub Consultants: Crawford & Associates (Geological)	Sub Consultants: VMR (Aerial)	Total Fee
Per Task Estimated Project Costs		VP	AP	PM	PM	TM	SPE	PE	PE	DE	PC	PC	FS	PA						
Task	Description — Full Rate	$317	$289	$278	$273	$273	$233	$205	$161	$193	$233	$150	$200	$150						
1	**Project Management & Administration**																			
1.1	Project Management	4	60	0	0	0	0	0	0	0	0	0	0	0	64	$18,488	$0	$0	$0	$18,488
1.2	Progress report and invoicing	0	9	0	0	0	0	0	0	0	0	0	0	9	18	$3,903	$0	$0	$0	$3,903
1.3	Quality Assurance/Quality Control	0	0	40	0	0	0	0	0	0	0	0	0	0	40	$11,120	$0	$0	$0	$11,120
	1 Project Management & Administration Subtotal:	**4**	**69**	**40**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**9**	**122**	**$33,541**	**$0**	**$0**	**$0**	**$33,541**
2	**Civil Engineering**																			
2.1	Civil Engineering	0	48	0	0	0	0	177	160	0	0	0	0	0	385	$79,021	$0	$0	$0	$79,021
2.2	B/W Needs Map	0	16	0	0	0	0	80	80	0	0	0	0	0	176	$35,472	$0	$0	$0	$35,472
	2 Civil Engineering Subtotal:	**0**	**64**	**0**	**0**	**0**	**0**	**257**	**240**	**0**	**0**	**0**	**0**	**0**	**561**	**$114,493**	**$0**	**$0**	**$0**	**$114,493**
3	**Environmental Analysis**																			
3.1	Environmental Analysis	0	10	0	0	0	0	0	0	0	0	0	0	0	10	$2,870	$99,983	$0	$0	$102,853
	3 Environmental Analysis Subtotal:	**0**	**10**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**10**	**$2,870**	**$99,983**	**$0**	**$0**	**$102,853**
4	**Geological Analysis**																			
4.1	Geological Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$12,500	$0	$12,500
	4 Geological Analysis Subtotal:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**	**$0**	**$12,500**	**$0**	**$12,500**
5	**Outreach and Coordination**																			
5.1	Outreach and Coordination	0	60	0	0	0	40	0	0	0	0	0	0	0	100	$26,540	$0	$0	$0	$26,540
	5 Outreach and Coordination Subtotal:	**0**	**60**	**0**	**0**	**0**	**40**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**100**	**$26,540**	**$0**	**$0**	**$0**	**$26,540**
6	**Land Surveying**																			
6.1	Establishment of Survey Control	0	0	0	16	4	0	0	0	0	20	0	0	20	60	$13,120	$0	$0	$0	$13,120
6.2	Topographic Field Survey and Mapping	0	24	0	80	0	0	0	240	40	0	0	0	0	184	$29,328	$0	$0	$26,598	$105,926
6.3	Boundary Research	0	0	0	40	0	0	0	40	0	0	0	0	0	80	$18,160	$0	$0	$0	$18,160
6.4	Adjoiner Parcel Labeling	0	0	0	40	0	0	0	40	0	0	0	0	0	80	$18,160	$0	$0	$0	$18,160
	6 Land Surveying Subtotal:	**0**	**24**	**0**	**176**	**4**	**0**	**0**	**320**	**40**	**20**	**0**	**0**	**20**	**604**	**$128,768**	**$0**	**$0**	**$26,598**	**$155,366**
7	**Zone of Benefit Revenue Generation Analysis**																			
7.1	Revenue Generation Analysis	0	0	0	0	0	0	0	0	0	0	0	100	0	100	$20,000	$0	$0	$0	$20,000
	7 Zone of Benefit Revenue Generation Analysis Subtotal:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**100**	**0**	**100**	**$20,000**	**$0**	**$0**	**$0**	**$20,000**
	Reimbursable and Consultant Expenses (To be disbursed through the individual 7 main tasks on an as-needed basis																			
	General BKF Printing, Plotting, and Travel (1% of Total)																			$4,650
	Consultant Labor Totals	**4**	**227**	**40**	**176**	**4**	**40**	**257**	**560**	**40**	**20**	**0**	**0**	**29**	**1497**	**$326,212**	**$99,983**	**$12,500**	**$26,598**	**$465,293**
	Total Fees Not to Exceed* (Total fees include consultant and reimbursable consultant expenses pursuant to rate sheets)																			**$469,943**

The enclosed fee worksheet includes key staff anticipated to complete the services being requested. Our team may use staff in other positions, who are not listed on this fee worksheet to facilitate the efficient delivery of certain services, provided that the total contract value is not exceeded.

B. CONTRACTOR shall bill COUNTY on a monthly basis. Billing for services is expected to be completed within thirty (30) days of service provisions.

1. CONTRACTOR shall send invoices via email to Xuyen Mallela, mallelax@mendocinocounty.gov.

2. Mileage shall be paid at the current Internal Revenue Service (IRS) reimbursable rate.

II. Payments under this Agreement shall not exceed Four Hundred Seventy Thousand Dollars ($470,000) for the term of this Agreement.

[END OF PAYMENT TERMS]

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, CONTRACTOR's indemnity obligations under Paragraph 2 of this Agreement.

CONTRACTOR shall obtain and maintain insurance coverage as follows:

a. Combined single limit bodily injury liability and property damage liability - $1,000,000 each occurrence.

b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - $500,000 each occurrence.

CONTRACTOR shall furnish to COUNTY certificates of insurance evidencing the minimum levels described above.

[END OF INSURANCE REQUIREMENTS]

EXHIBIT D

MENDOCINO COUNTY EPAYABLES INFORMATION

The County of Mendocino is currently making credit card payments to all of our vendors and suppliers who qualify. To qualify, vendors need to currently accept credit card payments. To achieve this more efficient form of payment, the County has partnered with Bank of America and their ePayables credit card program. This electronic initiative will yield many benefits to its participants:

- Expedited receipt of cash – electronic credit card payments provide cash flow benefits by eliminating mail and paper check float
- Elimination of check processing costs
- Remittance data transmitted with payment for more efficient back-end reconciliation
- No collection costs associated with lost or misplaced checks
- Reduced exposure to check fraud
- More efficient handling of exception items
- Fits with existing accounting software – requires no purchase of software, no modifications to existing accounts receivable system and no change to bank accounts.
- Going green with paperless electronic credit card payments help conserve the environment by eliminating printing and mailing of paper checks.

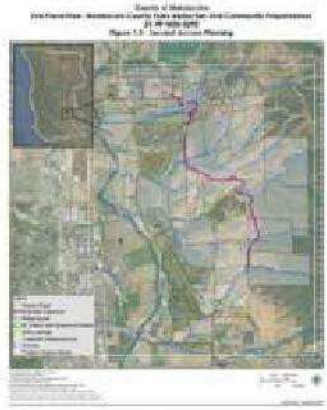
For information regarding the payment process, please email Auditorap@mendocinocounty.gov.

EXHIBIT E

Project Understanding

This project component consists of the planning and design of an emergency evacuation route and second access to three densely developed subdivisions located in the heavily wooded hills to the east of the Ukiah Valley.

Three densely developed subdivisions and the Guidiville Rancheria area are only accessible by a single two-lane county road which would have to serve as both the evacuation route for residents as well as the access route for firefighters and emergency resources in the event of a wildfire. This would lead to a bottleneck which would critically impact safe evacuation and the response time of firefighters trying to reach the wildfire and begin suppression efforts and structure protection. The secondary road will be accessible from both the north and south ends of the subdivisions to allow safe and timely access to the area. The road can also serve as a staging point to attack the fire and help prevent it from reaching the homes in these subdivisions, depending on the direction and location of the fire.



The project will also consider and assess potential funding sources for future road construction and maintenance such as a Zone of Benefit or other similar mechanism. These subdivisions, Deerwood Estates, El Dorado Estates, and Vichy Springs, along with the adjacent Guidiville Rancheria, contain approximately 325 homes and all are "one way in, one way out" communities at high risk during a fire event. This project will develop a conceptual design and identify a source of project maintenance and construction revenues that will lead to the pursuit of future grant funding to defray the costs of project construction and create a Zone of Benefit or similar ongoing funding mechanism.

The proposed route will connect with Rafello Drive in the north and terminate at Bartolomei Way in the south, providing an alternative access to the subdivisions which can be used to allow firefighters to access these communities from the north and south while evacuation of the public uses existing public roads travelling west. Alternatively, should fire conditions warrant it, the public could be routed through the new route to evacuate. The project alignment is not anticipated to cross tribal lands of the Guidiville Rancheria.

SCOPE OF WORK

TASK 1 - Project Management & Administration

Task 1.1 Project Management

BKF will provide project management services with the County. BKF will lead and manage the Consultant team including subconsultants for technical studies (e.g., environmental, geological, funding, & survey). BKF will Facilitate coordination among the County Planning Group (CAL FIRE Mendocino Unit, Ukiah Valley Fire Authority, Sheriff's Office, Office of Emergency Services, Department of Transportation, and Executive Office and will monitor task progress across all project components and identify issues requiring County input or resolution. BKF will schedule a monthly internal call with the consultant team and the County to monitor progress along the design timeline. BKF will prepare an agenda and provide meeting minutes for each monthly meeting, assumed to be held virtually.

1.2 - Progress Reporting and Invoices

BKF will provide monthly progress reports and invoicing to support the proposed work. It is assumed that there will be 9 monthly progress reports during the project duration, with all billing completed by March 15, 2026.

Task 1.3 - Quality Assurance/Quality Control (QA/QC)
BKF will develop and implement a QA/QC plan for all deliverables to ensure all products meet Mendocino County standards and applicable regulatory guidance

Task 2 – Civil Engineering

Task 2.1 Route Development

BKF will lead the civil engineering efforts for the East Hills Evacuation Route Planning Project by developing the initial conceptual alignment for the proposed secondary access route. Using aerial survey data and base mapping in Civil 3D, BKF will prepare a preliminary route layout that considers existing topography, natural constraints, land ownership, and potential connection points at Rafello Drive and Bartolomei Way. A feasibility analysis will be conducted to evaluate constructability, slope conditions, and impacts to environmental resources. Preliminary survey mapping will support this assessment, ensuring alignment options are technically viable and responsive to site conditions. Following input from the County Planning Group and feedback received during community outreach meetings, BKF will refine the route concept and provide recommendations for a preferred alignment suitable for further environmental review and cost estimating

Task 2.2 – R/W Needs Map

BKF will develop a right of way (R/W) needs map, identifying locations of R/W take, permanent, and temporary easements necessary for the project based on GIS available R/W information. This R/W information will be useful for the County to identify the funding necessary for future acquisitions in a later stage of the project, not included in this scope of services. It is assumed that plats and legal description and property owner right of way negotiations are not included in this scope of services.

Task 3 Preliminary Environmental Analysis
Environmental Analysis Approach

Psomas concurs that a Draft Initial Study (Draft IS) would be the appropriate preliminary environmental analysis, which will determine the type of CEQA document required for the Project. Psomas will prepare a Draft IS in accordance with CEQA (*California Public Resources Code, Sections 21000 et seq.*) and the State CEQA Guidelines (*California Code of Regulations, Title 14, Section 15000 et seq.*). Psomas will consider the County's requirements and specifications and use the CEQA Appendix G Environmental Checklist Form to prepare the Draft IS.

Scope of Environmental Documentation

Below is the SOW for the proposed Project Draft IS based on our understanding of the Project.

TASK 3.1 PROJECT INITIATION AND MANAGEMENT; PROJECT DESCRIPTION

Subtask 3.1.1 Kick-off Meeting and Project Management

Psomas will attend a virtual kick-off meeting with the Applicant's team to discuss the approach to preparing the environmental document; identify and discuss the key community issues and concerns, as applicable; and identify information needs. The Project schedule will be discussed, and key milestones defined. It is assumed that available Project information will be provided.

This task will also include invoicing, schedule tracking, and other administrative duties.

Subtask 3.1.1 Deliverables

- Attendance at a Virtual Kick-off Meeting

Subtask 3.1.2 Monthly Team Meetings

During early design and environmental review, the Psomas Project Manager will attend monthly virtual Project meetings with BKF Engineers, and if requested, with the County, for the duration of the Project development. Nine one-hour meetings are included to take place between June 2025 and February 2026; an additional 30 minutes per meeting are included for meeting preparation and development of an agenda.

Subtask 3.1.2 Deliverables

- Attendance and notes at up to nine one-hour virtual Project meetings

Subtask 3.1.3 Information Needs Request and Project Description

Psomas will prepare an Information Needs Request to obtain the necessary information related to Project construction and operational activities, that are needed for the preliminary qualitative analyses to be included in the respective sections of the IS. It is anticipated that technical field data related to jurisdictional wetlands and waters, cultural and tribal cultural resources, and hydrology/water quality, air quality/greenhouse gases (as relates to tree removal), among other possible resource areas, will not be available during this preliminary review process, so the Draft IS will provide information regarding additional data needs for use in future detailed analysis. Following collection of available documentation, a Project Description will be drafted for review by the Project Team. Updates to the Project Description will be included in the Administrative Draft IS.

Subtask 3.1.3 Deliverables

- Electronic Copy (email) of Information Needs Request
- Electronic copy (email) of Project Description

TASK 3.2 DRAFT INITIAL STUDY

Subtask 3.2.1 Resource Preliminary Studies

BIOLOGICAL RESOURCES STUDY

Subtask 3.2.1.B1 Desktop Review and Reconnaissance Survey

Psomas team biological resources staff will perform an initial analysis of the Project's habitats and the potential for listed species to occur by conducting a review of the California Department of Fish and Wildlife's California Natural Diversity Database and RareFind 5; California Native Plant Society's database; U.S. Fish and Wildlife Service (USFWS) proposed and final Critical Habitat; USFWS Information, Planning, and Consultation System; USFWS Endangered and Threatened Species List; USFWS National Wetlands Inventory (NWI); U.S. Geological Survey topographic maps and other available aerial photography; and additional relevant resources.

The results of this desktop analysis will be used to focus the subsequent habitat assessment and on-site reconnaissance survey. Information gathered will help determine whether there are potential special- status plant species, animal species, or habitat that occur within the project area or zone of influence of project-related activities (collectively called the area of analysis in this scope) and which regulations apply to the proposed project.

The Psomas team will conduct a reconnaissance-level survey at up to six (6) locations identified during the desktop review which are representative of the project alignment and/or are likely to support sensitive/suitable habitat for special-status species using the results of the desktop review. The team will note sensitive biological resources or potential habitat for special-status species. The reconnaissance survey will be conducted by qualified biologists and will include driving access roads and walking meandering transects at select locations with binoculars, stopping frequently to search habitats for wildlife or their sign. This survey will include, at a minimum, an assessment of potential habitat for any special-status species with potential to occur on the project alignment from the results of the desktop review, an overview of potential aquatic resources on-site, and on-site review of trees species and habitats for future arborist surveys, as observed.

Subtask 3.2.1.B1 Assumptions

- BKF Engineers will provide the team with clear, safe, legal, and known access routes to the Project area and notify private landowners or public land managers of work activities prior to the survey.
- Three biologists will perform a reconnaissance-level survey at select locations along the project alignment during a single two-day survey. The survey will not exceed two days.
- No aquatic resource delineations, focal species surveys, or protocol-level surveys will be conducted as part of this scope; these services can be provided under a separate scope.
- Should BKF Engineers require any additional studies or work outside of the scope outlined in this proposal, the team can provide a revised scope and cost estimate.
- This cost estimate does not include coordination or communication with any regulatory agencies, outside consultants, or other entities; if required, these services can be provided under an amended scope, as requested.

Subtask 3.2.1.B2 Biological Resources Assessment

The Psomas biological resources team will prepare a report discussing the results of the literature review and field studies. The Biological Resources Assessment (BRA) will provide information on use of the project alignment (known and potential) by sensitive species identified during the desktop review and surveys, summary of aquatic resources that may cross the project alignment, and review of tree species and habitats that are present along the project alignment. Potential use of the Project alignment by special status plant and animal species will be ranked qualitatively depending upon the suitability of the habitat and/or proximity of any known records found during the database search. Species observed on-site will be reported in the findings. Based on the findings and likelihood of occurrences of special-status species, the team will include a discussion of potential constraints that may be required to further inform project design and implementation such as the type of permitting required with resource agencies and species and habitats that may be impacted by the Project. Discussion may grouped by similar species types, if appropriate. In addition, the biological resources team will develop a set of maps representing habitat types (based on desktop review information), as well as observed and historic locations of special- status species on and in the vicinity of the Project. As the BRA will serve as a preliminary analysis of biological resources, the report will be tailored to the Project and will not focus on/include location specific impact analysis or provide detailed project-specific avoidance and minimization measures (AMMs), although potential BMPs and AMMs will be included for consideration during future detailed assessment. The BRA will focus on identifying sensitive habitats and resources and potential impacts to these resources as well as identifying permitting and entitlement processes that may fit best to move the Project forward in its design, analysis, and construction.

Subtask 3.2.1.B2 Assumptions

- One round of BKF and County review/edits have been included in this scope.
- The BRA's Aquatic Resources Map will show aquatic resources from USFWS NWI data as well as select locations where these features are observed during the reconnaissance survey but will not contain a comprehensive field survey or data mapping of aquatic resources.
- Tree species and habitats observed on-site during select location reconnaissance surveys; and from the desktop review will be described but an arborist inventory is not included at this time.

- All project-related GIS data created will be available upon request in either an Esri shapefile or geodatabase format and/or Google Earth KMZ format, and
- Deliverables will be submitted electronically.

Subtask 3.2.1.B2 Deliverables

- Draft and final Biological Resources Assessment Report
- CEQA section for Draft IS

CULTURAL RESOURCES ASSESSMENT

Subtask 3.2.1.C1 Cultural Resources Research and Records Searches

After receiving the Notice to Proceed (NTP), Psomas will request a literature review and records search through the California Historical Resources Information System (CHRIS) database at the Northwest Information Center (NWIC) housed on the campus of Sonoma State University, for the project. The literature review and record searches will be conducted by NWIC staff and will review relevant previously recorded cultural resources and previous investigations completed for a ½-mile search radius surrounding the Project site. Information to be reviewed will include resource records and location maps for all previously recorded cultural resources; previously conducted investigation boundaries; National Archaeological Database (NADB) citations; and copies for associated reports, historic maps, and historic addresses. The current lead time for the results from the NWIC is 4 weeks from the date of the request.

Psomas will also request the Native American Heritage Commission (NAHC) conduct a search of the Sacred Lands File (SLF) database for the project site. Currently, the NAHC estimates 4 weeks from the date of request to receive the results for a SLF. This SOW assumes that all relevant outreach to tribal representatives, if required, will be completed by a Lead Federal or State Reviewing Agency.

Finally, Psomas will request a paleontological resources records search and literature review for the project site from the Vertebrate Paleontology Section of the Natural History Museum (NHM) of Los Angeles County. The NHM provides a letter summarizing information on geological formations and known paleontological localities (if any) near the project site, and a determination of the paleontological sensitivity of the geologic units underlying the site. The NHM currently estimates 2 to 3 weeks from the date of request to receive the results of the records search.

Subtask 3.2.1.C2 Cultural Resources Technical Memorandum

Based on the findings of background research and records searches, Psomas will prepare a Cultural Resources Technical Memorandum (memo) that presents an analysis of the cultural resource sensitivity within the project site to be attached to the Draft IS. The memo will include the following:

- natural and cultural resources settings,
- a review of previous research conducted in the vicinity,
- a review of known cultural resources in the vicinity,
- a review of the methods used to identify cultural resources near the project,
- a preliminary assessment of the project's potential to adversely impact cultural and paleontological resources based on records seerches,
- tables with all the information discussed above, and
- all appropriate attachments.

This SOW assumes preparation of one draft and one final version of the memo. This cost estimate assumes no more than two (2) weeks to prepare the first draft report upon completion of the background research and records searches and up to eight (8) hours to address 2 rounds of comments and finalize the report.

Subtask 3.2.1.C2 Assumptions

- The client will provide Psomas with confirmation of the project footprint at the time of authorization or NTP. It is assumed that this information will not change once Psomas has initiated the tasks above.
- This proposal does not include a SOW for outreach to tribal representatives/ governments.
- This proposal does not include formal evaluations of historic properties.
- This proposal does not include a pedestrian field survey for cultural resources.
- This memo will serve as an analysis of the cultural resource sensitivity based on existing records and does not serve as a Phase I cultural resources report.
- This proposal notes the cultural resources literature review and records search results from the NWIC and the sacred lands files results from the NAHC may take up to 4 weeks to receive the results from the date of the NTP.

Subtask 3.2.1.C2 Deliverables

- Draft Cultural Resources Technical Memorandum
- Final Cultural Resources Technical Memorandum
- Draft IS Cultural Resources Preliminary Analysis

Agriculture and Forestry Review

Subtask 3.2.1.F Assessment of Potential Effects on Agriculture and Forestry Resources

An assessment of types of agricultural lands and forestry resources that may be effected, their statuses and restrictions, estimates of acreages, and proposed BMPs and mitigation measures will be conducted and included in a technical memo. A summary of findings will be included in Draft IS.

Subtask 3.2.1.F2 Assumptions

- One round of BKF and County review/edits have been included in this scope.
- All project related GIS data created will be available upon request in either an Esri shapefile or geodatabase format and/or Google Earth KMZ format.
- Deliverables will be submitted electronically.

Subtask 3.2.1.F2 Deliverables

- Draft and final Agriculture and Forestry Resources Technical Memo.
- CEQA section for Draft IS.

Subtask 3.2.2 Administrative Draft Initial Study

Psomas will prepare a Draft IS using the CEQA Environmental Checklist Form (Appendix G). The Draft IS will contain the location of the Project site, a discussion of the environmental setting, a description of the Project and its components, identification of the Project's potential environmental effects requiring mitigation. Regulatory requirements and permits will be identified and included in resource area discussions, as appropriate.

To the extent possible at this stage of design and engineering, the discussion and analysis of Project impacts will cover all CEQA topics, including aesthetics, agricultural and forestry resources, air quality, biological resources, cultural resources, energy, geology and soils, greenhouse gas emissions, hazards and hazardous materials, hydrology and water quality, land use and planning, mineral resources, noise, population and housing, public services, recreation, transportation, tribal cultural resources, utilities and services systems, and wildfire.

It is noted that the analysis of the above environmental topics will be prepared qualitatively. If a potential impact is identified for technical topics such as forestry, air quality, greenhouse gas emissions, biological resources, and/or noise, requiring quantitative assessments, Psomas will offer to provide a budget augment for the said assessments.

Subtask 3.2.2 Assumptions

- Qualitative analysis will be conducted at this preliminary planning stage for all CEQA resource areas,
- No quantitative modeling or other analysis will be conducted at this preliminary planning and road alignment conceptual development stage,
- For those topical areas where there is not enough available information to fully assess a resource as defined by CEQA Statute, the IS resource section will include a discussion of what additional data needs exist to conduct a full analysis, what types of field data gathering and assessments are recommended, and what corresponding regulatory permits and permissions would be associated with the resource area.

Subtask 3.2.2 Deliverables

- Electronic Copy (Word and PDF with exhibits) of the Administrative Draft IS

Subtask 3.2.3 Final Draft Initial Study

Following review of the Draft IS by BKF Engineers and the County, Psomas will revise the document to address the comments. This task anticipates that comments received would require only one set of revisions (if additional rounds of review are requested, a budget augment will be required). Upon completion, Psomas will submit the Final Draft IS to BKF Engineers for delivery to the County. It is expected that this Draft Initial Study will serve as a foundation for future field studies and in-depth analyses required to comply with CEQA standards and regulatory permitting requirements.

Subtask 2.3 Deliverables

- Electronic Copy (Word and PDF with exhibits) of the Final Draft IS

PROJECT SCHEDULE

This SOW assumes an approximate six-month schedule for development of Draft IS, beginning in August/September 2025 when initial conceptual designs of road alignment become available,

and ending in February/March 2026. Monthly Project team meetings are anticipated to occur prior to work on the Draft IS to support early planning alternatives decisions. Psomas will work diligently and coordinate closely with BKF Engineers and the County to confirm the Draft IS is completed efficiently, on time, and within budget. All time-saving approaches will be utilized.

The Project will be initiated upon receipt of notice-to-proceed and the signed contract.

Task 4 – Geological Analysis

As part of the planning-level feasibility assessment, Crawford and Associates will perform a desktop geological analysis of the East Hills Evacuation Route project area. This analysis will utilize existing geologic maps, soils data, topographic information, aerial imagery, and publicly available geotechnical reports to identify potential geologic hazards and constraints along the proposed alignment. Key considerations will include slope stability, landslide risk, subsurface conditions, and erosion potential. The objective of this task is to flag areas that may present constructability challenges or require further geotechnical investigation during later design phases. Findings from the analysis will inform route refinement, cost estimates, and environmental review, and will be summarized in a brief technical memorandum with supporting exhibits.

Task 5 – Stakeholder Outreach

Task 5.1 - Cooperative Efforts

The BKF team will coordinate with the Mendocino County Planning Department to schedule and facilitate individual meetings with key agency stakeholders, including CAL FIRE Mendocino Unit, Ukiah Valley Fire Authority, Mendocino County Sheriff's Office, Office of Emergency Services, Department of Transportation, and the Executive Office. BKF will prepare meeting agendas and document key discussion points through meeting minutes for each session. The primary objective of these meetings is to solicit agency feedback on the initial route concept depicted in Figure 1.3. This input will be reviewed and evaluated for incorporation into the refined design alignment. Final determination on the inclusion of specific agency comments will be made by the Mendocino County Planning Department, based on project objectives and feasibility.

Task 5.2 - Landowner Outreach

BKF will lead a landowner outreach listening session to gather input on the proposed evacuation route. In coordination with the County, BKF will prepare the meeting agenda and provide meeting minutes documenting stakeholder feedback. A large-format version of Figure 1.3 will be displayed during the session to facilitate discussion and visualization of the conceptual alignment. It is assumed that the County will be responsible for securing the meeting venue and selecting the date and time in coordination with BKF. The County will also handle public notification and outreach for the event. The purpose of the meeting is to engage local stakeholders, solicit valuable input, and raise public awareness about the importance of evacuation planning and wildfire emergency preparedness.

TASK 6 – Land Surveying

Task 6.1- Establishment of Project Survey Control: BKF will perform a Control Survey and establish project control. Horizontal control will be based on California Coordinates System of 1983 (CCS83) relative to California Spatial Reference Network by static GPS observation. Vertical coordinates will be relative to the North American Vertical Datum of 1988 (NAVD88) as referenced to local benchmarks. BKF will establish suitable off-site survey control for use during the preparation of Aerial Topographic Survey. Semi-Permanent control points such as mag nails with washers and cut crosses will be set at the project site as aerial survey targets. BKF will set the aerial topographic survey control points, which will be located outside the project site and will be used by our sub-consultant as control for the initial base mapping.

Task 6.2 - Topographic Field Survey and Mapping: Simultaneous to conducting the field reconnaissance discussed above, BKF will provide the field work to prepare a complete Topographic Map for a 200' swath centered on the provided evacuation route. BKF will gather available public data and plans for the site and its surrounding improvements. The topographic survey will be comprised of the following:

a. **Aerial LiDAR Survey** – BKF and its subconsultant will prepare a digital aerial LiDAR topographic map of the site. This will include a simultaneous collection of aerial imagery at a 4cm resolution and a LiDAR point Cloud to be collected with an average 35 points per square meter for the site limits.

   A final hard copy of the Aerial Topographic Map and a color digital ortho-corrected photo will be provided. The Aerial Topographic Map will be in in digital AutoCAD format. The photo enlargement will be provided in a tagged image file (.tif) format. The image will be Geo Referenced to the aerial survey so as to be on the same coordinate basis.

b. **Mapping** - BKF will produce the mapping in a reproducible hard copy and electronic format. The signed hardcopy Topographic Map will be an instrument of service. Electronic mapping will be completed in an AutoCAD format and can be transferred and used by other team consultants for their work, as a courtesy.

   1) The mapping is anticipated to be compiled at maximum scale 1" = 40' with a 1-foot contour interval, and will be comprised of identified visible site features such as roadways, pavements, evidence of significant traveled ways, walls, fences, and visible utility infrastructure. We will obtain a succession of spot elevations to define the general terrain of the project limits.

      BKF will add available Mendocino County GIS Assessor Data Linework for overall base mapping. Assessor data will not be sufficient for establishing right of way or boundary lines but will be used as a general planning tool for Task 3 above.

Task 6.3 - Boundary Research
BKF has allotted 40 hours of boundary research for the project area to collect survey records and maps pertaining to the subject area. Research will be limited to documents easily locatable in the public record including record maps, unrecorded maps, and deeds. Research will be provided to the client in an overall package containing PDF documents.

Task 6.4 - Ownership Labeling
BKF has allotted 40 hours of drafting time to label assessor and ownership information of adjoiners along the preliminary route. Labeling will be including easily accessible information including assessor parcel number, owner name, and recording document information. Labeling will be added to the base mapping provided in the base scope of services.

I. ASSUMPTIONS AND LIMITATIONS

BKF has specifically exduded the following items and/or services from our scope of services. These items should be considered and can be provided by BKF. If requested, we can provide an additional fee to have us include them as part of our services when the time is appropriate. We reserve the ability to retain sub-consultants to provide some of these services, if necessary.

- Additional services beyond the scope of work described above.
- BKF makes no guarantees of accuracy or completeness of GIS assessor data.
- Only areas unobstructed from the aerial data collection will be mapped.
- Visible surface evidence of utilities will be shown and labeled in generic terms (e.g. utility structure). Specific identification of utilities is excluded.
- Any project meetings that do not pertain directly to the effective execution of the scope of work defined above.
- Topography checks and calculations of quantities for site balance or removals.
- The checking of concrete, forms, or structures is not included in this scope.

- Any as-builts (other than those explicitly outlined above) of features existing conditions or existing structures.
- Any offsite or permit work not shown on referenced drawings.
- City & County checking and recording fees are not included as part of this scope & fee
- Boundary surveying, Legal descriptions, plats for easements, and/or dedications (public or private) are specifically excluded.
- BKF to be provided a client liaison with notice to proceed, who can work with our Project Manager to coordinate access to the project areas.
- Client to provide notice to Owners for access for setting of Aerial Panels.

BKF's services shall be limited to those expressly set forth above. BKF shall have no other obligations or responsibilities for the project except as agreed to in writing, or as provided under this scope of services. BKF's services shall be provided consistent with and limited to the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances.

Deliverables:

1. Survey Control Report Stamped by a California Licensed Land Surveyor
2. Topographic PDF mapping stamped by a California licensed Land Surveyor
3. An Autodesk Civil 3D .DWG file containing the topographic mapping.
4. A .LAS file containing the Point Cloud Data collected during the LiDAR mapping
5. A .TIF file containing the orthorectified imagery.

Task 7 – Revenue Generation Analysis (Grant Writing Scope)

BKF's Grants and Funding Strategy team will lead the development of the **Zone of Benefit and Revenue Generation Analysis Memorandum**. Our approach will include:

- **Parcel Identification**: Work with County GIS and assessor data to identify parcels that would benefit from the proposed evacuation route improvements.
- **Funding Mechanism Evaluation**: Research and analyze local revenue generation options, including the feasibility of a Zone of Benefit, special assessments, or other mechanisms allowed under California law.
- **Assessment Modeling**: Provide estimates of potential tax or assessment revenue based on parcel types, benefit levels, and statutory guidelines.
- **Memorandum Preparation**: Prepare a clear, actionable memorandum summarizing the methodology, revenue projections, and recommendations, suitable for use in public meetings, Board discussions, and future funding applications.

This work will be completed in close collaboration with County staff, project engineers, and financial consultants, as needed, to ensure alignment with broader planning and fiscal strategies.

Grant Writing Support for Construction and Maintenance Funding

In addition to the Revenue Generation Analysis, BKF's Grants and Funding Strategy team will support the County in identifying and pursuing grant funding opportunities to offset construction and maintenance costs associated with the evacuation route. Our scope includes:

- **Funding Landscape Review**: Identify and evaluate local, state, and federal grant programs that support wildfire resilience, evacuation planning, and rural infrastructure improvements. Likely sources include:
    - FEMA's Hazard Mitigation Grant Program (HMGP)
    - FEMA's Building Resilient Infrastructure and Communities (BRIC)
    - CalFIRE's Fire Prevention Grant Program
    - Community Development Block Grant (CDBG) – Mitigation and Resilience set-asides

  - Statewide Park Development and Community Revitalization Grant (if applicable for trail/multiuse components)
  - USDA Rural Development – Community Facilities Grant Program
- **Grant Strategy Development**: Create a multi-phase funding strategy that integrates grant funding with local mechanisms like a Zone of Benefit, which can be used as a match or long-term sustainability element.
- **Zone of Benefit Alignment**: Ensure proposed grant strategies complement the revenue generation approach and demonstrate fiscal sustainability in compliance with grant program guidelines.

BKF's grant writing team will coordinate closely with County staff and project partners to position the project competitively and ensure long-term funding success.

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3n)

To: BOARD OF SUPERVISORS

From: Executive Office

Meeting Date: July 29, 2025

Department Contact:	Xuyen Mallela	**Phone:**	707-463-4441
Department Contact:	Anna Macken	**Phone:**	707-463-4441

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Approval of Agreement with Mendocino County Tourism Commission in the Amount Estimated at $1,100,000, to Promote County Tourism on Behalf of the Mendocino County Business Improvement District, Effective Upon Execution through June 30, 2026

Recommended Action/Motion:
Approve Agreement with Mendocino County Tourism Commission in the amount estimated at $1,100,000, to promote County tourism on behalf of the Mendocino County Business Improvement District, effective upon execution through June 30, 2026; and authorize Chair to sign same.

Previous Board/Board Committee Actions:
In 2006, the Board added Chapter 5.140 to the Mendocino County Code (MCC) and created the Mendocino County Lodging Business Improvement District (BID). In 2015, the Board amended Chapter 5.140, in part requiring designation of a "Contractor" for administration of the BID. December 8, 2015, the Board adopted Resolution 15-179 designating the Mendocino County Tourism Commission (MCTC) as the County's Contractor for this purpose. On February 9, 2016, the Board entered into their first Contract with MCTC; every year thereafter a similar contract has been approved. On June 6, 2023, the Board adopted Ordinance 4524, which amended Chapter 5.14. On April 22, 2025, the Board received the BID Annual Report.

Summary of Request:
Mendocino County Tourism Commission (MCTC) is a non-profit organization dedicated to representing all of Mendocino County as a tourism destination. Through marketing, creating and developing Mendocino County "brand awareness", connecting certain individuals and organizations, and providing accurate and relevant information when needed, MCTC highlights and enriches Mendocino County by supporting stakeholders, generating economic activity for County residents through tourism, and inspiring visitors.

MCTC was designated by Resolution 15-179 as the Contractor, as defined by Chapter 5.140 of the Mendocino County Code (MCC), for the administration of the Mendocino County Lodging Business Improvement District (BID). As such, MCC Section 5.140.250 states in part "Prior to the expenditure of any District funds, the Contractor shall enter into a contract with the County for the services, activities and programs authorized by the Chapter." Additionally, the contract includes a requirement that MCTC receive an annual financial audit, incorporates commitments the Board made through the General Plan, and includes recommendations made through the BID Annual Report. The proposed contract is for an estimated $1,100,000 from the 1% BID

Item #: 3n)

Assessment, based on the annual report of the BID and Assessments collected in the previous fiscal year.

Through the estimated $1,100,000 Contract, MCTC will continue it's mission and fulfill its designation through promotion of Mendocino County tourism on behalf of the BID. Services under this Contract include but are not limited to cooperating with key promotional organizations within Mendocino County to support and promote tourism, assisting the BID with performing related responsibilities, monitoring the BID Advisory Board appointment terms, determining and maintaining relevant financial commitments, records and funds, performing certain administrative functions, and providing regular reports.

Alternative Action/Motion:
Return to staff for alternative handling.

Strategic Plan Priority Designation: A Thriving Economy

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: 2110, 76-0779
current f/y cost: Estimate $1,100,000
budget clarification: N/A
annual recurring cost: Estimate $1,100,000
budgeted in current f/y (if no, please describe): Yes
revenue agreement: No

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Executive Office

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk
Date: July 29, 2025

Final Status: **Approved**
Executed Item Type: Agreement
Number: 25-126

BOS Agreement #25-126

COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and **MENDOCINO COUNTY TOURISM COMMISSION,** hereinafter referred to as the "CONTRACTOR".

WITNESSETH

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONTRACTOR for its promotion of County tourism on behalf of the Mendocino County Business Improvement District (BID); and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this Agreement and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in Exhibit A, and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Mendocino County ePayables Information

The term of this Agreement shall be from the date this Agreement becomes fully executed by all parties (the "Effective Date"), and shall continue through June 30, 2026.

The compensation payable to CONTRACTOR hereunder shall be the total of the collection of assessments made pursuant to Mendocino County Code Chapter 5.140 (the "Ordinance"), and based on the annual report of the BID and assessments collected in the previous fiscal year. The compensation payable to CONTRACTOR hereunder is estimated to be approximately One Million One Hundred Thousand Dollars ($1,100,000), but actual compensation shall be based on actual assessments collected.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Darcie Antle
DEPARTMENT HEAD

Date: 07/03/2025

Budgeted: Yes
Budget Unit: 2110
Line Item: 76-0779
Grant: No
Grant No.: N/A

COUNTY OF MENDOCINO

By: John Haschak
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: 07/29/2025

ATTEST:
DARCIE ANTLE, Clerk of said Board

By: Deputy 07/29/2025

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: Deputy 07/29/2025

INSURANCE REVIEW:

By: Darcie Antle
Risk Management

Date: 07/03/2025

CONTRACTOR/COMPANY NAME

By: SIGNATURE

Date: 7/10/2025

NAME AND ADDRESS OF CONTRACTOR:

MENDOCINO CO TOURISM COMMISSION
345 N FRANKLIN STREET
FORT BRAGG, CA 95437

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: COUNTY COUNSEL

Date: 07/03/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Deputy CEO or Designee

Date: 07/03/2025

Signatory Authority: $0-25,000 Department; $25,001- 50,000 Purchasing Agent; **$50,001+ Board of Supervisors**
Exception to Bid Process Required/Completed ☒ Exempt by ordinance; EB-24-173
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: Located within city limits in Mendocino County

GENERAL TERMS AND CONDITIONS

1. INDEPENDENT CONTRACTOR: No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

   CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

   CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such amounts.

   In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

   CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and COUNTY laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the COUNTY agency concerned.

   Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. INDEMNIFICATION: To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), CONTRACTOR shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the CONTRACTOR's performance or its obligations under this Agreement, unless arising out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

3. INSURANCE AND BOND: CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.

4. WORKERS' COMPENSATION: CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

   CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractors' employees.

5. CONFORMITY WITH LAW AND SAFETY:

   a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.

b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.

c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.

6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit B hereto as funding permits.

If COUNTY over pays CONTRACTOR for any reason, CONTRACTOR agrees to return the amount of such overpayment to COUNTY, or at COUNTY's option, permit COUNTY to offset the amount of such overpayment against future payments owed to CONTRACTOR under this Agreement or any other Agreement.

In the event CONTRACTOR claims or receives payment from COUNTY for a service, reimbursement for which is later disallowed by COUNTY, State of California or the United States Government, the CONTRACTOR shall promptly refund the disallowance amount to COUNTY upon request, or at its option COUNTY may offset the amount disallowed from any payment due or that becomes due to CONTRACTOR under this Agreement or any other Agreement.

All invoices, receipts, or other requests for payment under this contract must be submitted by CONTRACTOR to COUNTY in a timely manner and consistent with the terms specified in Exhibit B. In no event shall COUNTY be obligated to pay any request for payment for which a written request for payment and all required documentation was first received more than six (6) months after this Agreement has terminated, or beyond such other time limit as may be set forth in Exhibit B.

7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.

8. OWNERSHIP OF DOCUMENTS: CONTRACTOR hereby assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit A of this Agreement have been fully performed or paid for.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. CONFLICT OF INTEREST: The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.

10. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY:
COUNTY OF MENDOCINO
Executive Office
501 Low Gap Road, Room 1010
Ukiah, CA 95482
Attn: Anna Macken

To CONTRACTOR:
Mendocino County Tourism Commission
105 West Clay Street
Ukiah, CA 95482
Attn: Ramon Jimenez

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. USE OF COUNTY PROPERTY: CONTRACTOR shall not use COUNTY property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.

12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONTRACTOR certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.

a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.

b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.

c. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.

d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.

e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.

13. DRUG-FREE WORKPLACE: CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a COUNTY facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the COUNTY department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

14. ENERGY CONSERVATION: CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).

15. COMPLIANCE WITH LICENSING REQUIREMENTS: CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses. To the extent required by law, CONTRACTOR shall display licenses in a location that is reasonably conspicuous. Upon COUNTY's request, CONTRACTOR shall file copies of same with the County Executive Office.

CONTRACTOR represents and warrants to COUNTY that CONTRACTOR and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

16. AUDITS; ACCESS TO RECORDS: The CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and

disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with COUNTY requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within the County of Mendocino, California, CONTRACTOR shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or CONTRACTOR shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Agreement are closed, whichever is later.

17. DOCUMENTS AND MATERIALS: CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONTRACTOR under this Agreement.

18. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

19. TERMINATION: The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR notice. Such notice shall be in writing and may be issued by any COUNTY officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors. In the event that the COUNTY should abandon, terminate or suspend the CONTRACTOR's work, the

CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its services as outlined in Exhibit A shall not exceed $1,100,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

20. NON APPROPRIATION: If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR's receipt of the termination notice.

21. CHOICE OF LAW: This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

22. VENUE: All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.

23. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

24. ADVERTISING OR PUBLICITY: CONTRACTOR shall not use the name of COUNTY, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.

25. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire Agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other Agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document

signed by both parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.

26. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.

27. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual Agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.

28. ASSURANCE OF PERFORMANCE: If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.

29. SUBCONTRACTING/ASSIGNMENT: CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.

    a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any Agreement that violates this Section shall confer no rights on any party and shall be null and void.

    b. Only the department head or his or her designee shall have the authority to approve subcontractor(s).

    c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any Agreement between CONTRACTOR and its subcontractors.

30. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.

31. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

32. INTELLECTUAL PROPERTY WARRANTY: CONTRACTOR warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONTRACTOR PRODUCTS") to be provided by CONTRACTOR in the performance of this Agreement, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONTRACTOR hereby grants to COUNTY, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONTRACTOR PRODUCTS to the extent reasonably necessary to use the CONTRACTOR PRODUCTS in the manner contemplated by this Agreement.

CONTRACTOR further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONTRACTOR PRODUCTS provided to COUNTY under this Agreement infringe any patent, copyright, trademark or other proprietary right. In the event that any third party asserts a claim of infringement against the COUNTY relating to a CONTRACTOR PRODUCT, CONTRACTOR shall indemnify and defend the COUNTY pursuant to Paragraph 2 of this Agreement.

In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for COUNTY the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.

33. ELECTRONIC COPIES: The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.

34. COOPERATION WITH COUNTY: CONTRACTOR shall cooperate with COUNTY and COUNTY staff in the performance of all work hereunder.

35. PERFORMANCE STANDARD: CONTRACTOR shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in CONTRACTOR's profession. COUNTY has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter into this Agreement. CONTRACTOR hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the

requirements of applicable Federal, State, and local laws, it being understood that acceptance of CONTRACTOR's work by COUNTY shall not operate as a waiver or release. If COUNTY determines that any of CONTRACTOR's work is not in accordance with such level of competency and standard of care, COUNTY, in its sole discretion, shall have the right to do any or all of the following: (a) require CONTRACTOR to meet with COUNTY to review the quality of the work and resolve matters of concern; (b) require CONTRACTOR to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.

36. ATTORNEYS' FEES: In any action to enforce or interpret the terms of this Agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

I. CONTRACTOR shall cooperate with COUNTY and COUNTY staff to provide the following services:

A. CONTRACTOR shall cooperate with the Mendocino County Lodging Association, Mendocino County Promotional Alliance, Chambers of Commerce, the Arts Council of Mendocino County, Mendocino Winegrowers, Inc., restaurants, and other promotional organizations within Mendocino County to provide services, activities, and programs to promote tourism and marketing of Mendocino County and related products, including scenic, recreational, cultural, viticulture and other attractions.

B. CONTRACTOR shall be accredited by Destination Marketing Association International (DMAI).

C. CONTRACTOR shall be solely responsible for timely maintenance of any and all "Welcome to Mendocino" "Gateway Signs" which are currently erected or are to be erected along major highways in Mendocino County. Maintenance shall include, but not be limited to, repair, graffiti removal, clearing brush which impedes visibility, and removal or restoration as appropriate.

D. CONTRACTOR shall certify that bylaws of its governing body include required conditions per Chapter 5.140.250 (F), Mendocino County Lodging Business Improvement District, Contract, of the Mendocino County Code.

E. CONTRACTOR shall arrange for a qualified outside audit agency to complete a full annual financial audit, and ensure a copy of the completed audit report is forwarded to COUNTY Auditor-Controller within six (6) months of the close of the annual audit period.

F. CONTRACTOR shall provide and fund projects, programs and activities that benefit lodging establishments within the District. This includes promotion of Mendocino County as a destination, provision for direct visitor services, and securing assistance of various partners in these endeavors. Projects, programs and activities shall be consistent with those outlined in the 2025-2026 Annual Report of the Mendocino County Lodging Business Improvement District, approved by COUNTY Board of Supervisors on May 20, 2025. Assessment funds shall be used exclusively for the foregoing purpose.

G. CONTRACTOR shall assist the Business Improvement District (BID) Advisory Board in performance of its responsibilities under the Parking and Business Improvement District Law of 1989 (Sections 36500 through 36551, as amended of the California Streets and Highways Code, hereinafter the "Law") including but not limited to:

1. Preparing the annual work plan by thirty (30) days following CONTRACTOR's annual meeting in January, to be submitted with the Advisory Board Annual Report to the Board of Supervisors for approval.

2. Assisting COUNTY and paying for costs of convening Advisory Board meetings, including attendance at Advisory Board meetings and preparing any reports and gathering information COUNTY determines necessary and appropriate to support the Advisory Board in performance of its responsibilities under the Law.

3. Preparing recommendations as instructed by COUNTY Chief Executive Officer or his/her designee to assist the Advisory Board in making recommendations to the COUNTY Board of Supervisors regarding expenditure of assessment funds, classifications of businesses, and method and basis of levying the assessment, in accordance with Section 36530 of the Law.

4. Preparing the Annual Report required by Section 36533 of the Law, which shall include any recommended changes to boundaries, improvements and activities to be provided for that fiscal year, an estimate of cost for providing improvements and activities, method and basis of levying the assessment in sufficient detail to allow each business owner to estimate the amount of the assessment to be levied against his/her business for that fiscal year, amount of any surplus or deficit revenues to be carried over from a previous fiscal year, and amount of any contributions to be made from sources other than assessments.

5. In addition to meeting statutory requirements, ensuring the Annual Report includes any information regarding board activities of CONTRACTOR that were deemed by its members, and/or by members of the BID Advisory Board, to be positive or negative outcomes of actions taken by those boards in the preceding year.

6. Hosting and organizing at least one (1) annual meeting between the BID Advisory Board and CONTRACTOR who shall also invite the Mendocino Promotional Alliance and Mendocino County Lodging Association.

7. Within ninety (90) days preceding the fiscal year for which assessments are to be levied, CONTRACTOR shall submit to COUNTY Executive Office, for action by COUNTY Board of Supervisors, information required by Sections 36533-36542 of the Law pertaining to continuance of the District and the levy of Assessments for the following fiscal year. CONTRACTOR shall have full responsibility for preparing information and cost estimates required for continuation of the District and the levying and collection of the assessments, including non-County legal assistance.

H. CONTRACTOR shall be responsible for monitoring the terms of the BID Advisory Board appointments made by COUNTY Board of Supervisors, including but not limited to:

1. No later than May 1st of any given year when the term of one (1) or more BID Advisory Board member will expire, CONTRACTOR shall coordinate with COUNTY Auditor-Controller Treasurer-Tax Collector to produce a notice of vacancy that will be distributed by COUNTY Auditor-Controller Treasurer-Tax Collector with the next Transient Occupancy Tax billing. The notice shall be produced by CONTRACTOR, according to specifications and deadlines established by COUNTY Auditor-Controller Treasurer-Tax Collector.

2. CONTRACTOR shall ensure the notice contains text describing open seat(s), directing eligible candidates to submit an application to COUNTY Clerk of the Board by July 15, for distribution to CONTRACTOR by August 1.

3. CONTRACTOR shall consider any eligible candidates at a properly noticed meeting in August and all names that receive a nomination from CONTRACTOR shall be forwarded to COUNTY prior to September 1.

I. CONTRACTOR may retain subcontractors to deliver services herein; however, CONTRACTOR shall remain fully responsible for compliance by its contractors with all terms of this Agreement, regardless of terms of any other agreement between CONTRACTOR and its subcontractor.

J. CONTRACTOR's governing board shall be subject to terms of the Ralph M. Brown Act.

K. CONTRACTOR shall assume responsibility as COUNTY's representative for the North Coast Tourism Council, and is responsible for determining an annual financial commitment to participate in the North Coast Tourism Council to benefit the District.

L. CONTRACTOR shall develop and maintain financial records related to receipt and/or expenditure of all funds received from COUNTY.

M. CONTRACTOR shall prepare a quarterly report of actual expenditures and program accomplishments for each calendar quarter and shall deliver the quarterly report to COUNTY Chief Executive Officer within a reasonable amount of time.

N. CONTRACTOR shall provide and fund such additional projects, programs and activities to promote tourism in Mendocino County as may be made possible through other non-assessment funding sources. These other funds shall be accounted for separately from assessment funds.

O. CONTRACTOR shall maintain a Reserve Fund equal to One Hundred Thousand Dollars ($100,000) or ten percent (10%) of annually projected expenses, whichever is greater, to be held in an interest-bearing account, reflected as a line item on CONTRACTOR's balance sheet, with expenditures from said fund requiring approval of CONTRACTOR's Board.

P. CONTRACTOR shall include line items in each annual budget to fund:

    1. On-going Board Training and development.

    2. Research and on-going consultation to strengthen marketing and assessment.

Q. CONTRACTOR shall continue to perform the following administrative functions:

    1. Track and report budget percentages for administrative expenses as compared to the DMAI industry wide standards for Destination Marketing Organizations (DMOs) of similar.

    2. Benchmark key salaries and staff benefit packages against the "CEO and Staff Salary and Benefits Survey" produced by One West Tourism Alliance.

R. Within thirty (30) days of receiving written termination notice from COUNTY, CONTRACTOR shall ensure all copyright and other use rights in any and all

promotional and marketing materials, including, but not limited to, any and all proposals, plans, specifications, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by COUNTY, CONTRACTOR, CONTRACTOR's subcontractors or third parties at the request of CONTRACTOR which are currently held or controlled by CONTRACTOR, or which may be created during the term of this Agreement, are provided to any subsequent contractor designated by COUNTY; and if there are no subsequent contractors, CONTRACTOR shall ensure the above mentioned copyright and other use rights are assigned to COUNTY and its assignees to ensure continued availability for use in promotion and marketing of Mendocino County.

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

I. CONTRACTOR and COUNTY agree to the following disbursement formula and schedule during the term of this Agreement, provided CONTRACTOR fully complies with all the terms and conditions set forth in this Agreement:

   A. Assessment: COUNTY shall transfer to CONTRACTOR all assessments, including assessment penalties and interest, less allowable administrative fees and audit and enforcement costs, on a quarterly basis following collection of the assessment by COUNTY.

II. The compensation payable to CONTRACTOR hereunder is estimated to be approximately One Million One Hundred Thousand Dollars ($1,100,000), but the actual compensation shall be based on actual Assessments collected.

[END OF PAYMENT TERMS]

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, CONTRACTOR's indemnity obligations under Paragraph 2 of this Agreement.

CONTRACTOR shall obtain and maintain insurance coverage as follows:

a. Combined single limit bodily injury liability and property damage liability - $1,000,000 each occurrence.

CONTRACTOR shall furnish to COUNTY certificates of insurance evidencing the minimum levels described above.

[END OF INSURANCE REQUIREMENTS]

EXHIBIT D

MENDOCINO COUNTY EPAYABLES INFORMATION

The County of Mendocino is currently making credit card payments to all of our vendors and suppliers who qualify. To qualify, vendors need to currently accept credit card payments. To achieve this more efficient form of payment, the County has partnered with Bank of America and their ePayables credit card program. This electronic initiative will yield many benefits to its participants:

- Expedited receipt of cash – electronic credit card payments provide cash flow benefits by eliminating mail and paper check float
- Elimination of check processing costs
- Remittance data transmitted with payment for more efficient back-end reconciliation
- No collection costs associated with lost or misplaced checks
- Reduced exposure to check fraud
- More efficient handling of exception items
- Fits with existing accounting software – requires no purchase of software, no modifications to existing accounts receivable system and no change to bank accounts.
- Going green with paperless electronic credit card payments help conserve the environment by eliminating printing and mailing of paper checks.

For information regarding the payment process, please email Auditorap@mendocinocounty.gov.

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 30)

To: BOARD OF SUPERVISORS

From: Executive Office

Meeting Date: July 29, 2025

Department Contact:	Tony Rakes	**Phone:**	707-463-4441
Department Contact:	Jesica Sandoval	**Phone:**	707-463-4441

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Approval of Appropriation Transfer of Funds from Fund 1228, Budget Unit 2811, Line Item 865802-EC300 Operating Transfer Out in the Amount of $51,836.80 for Fiscal Year 2024/25 to Fund 1100, Budget Unit 2070, Line Item 827802 Operating Transfer In, in the Amount of $6,590.79, and to Fund 1100, Budget Unit 2310, Line Item 827802 Operating Transfer In, in the Amount of $44,675.35, and to Fund 1100, Budget Unit 2851, Line Item 827802 Operating Transfer In, in the Amount of $570.66, for Enforcement Costs Incurred for Overtime and Per Diem Funded through SB170 State Funding

Recommended Action/Motion:
Approve appropriation transfer of funds from Fund 1228, Budget Unit 2811, Line Item 865802-EC300 Operating Transfer Out in the amount of $51,836.80 for Fiscal Year 2024/25 to Fund 1100, Budget Unit 2070, Line Item 827802 Operating Transfer In, in the amount of $6,590.79, and to Fund 1100, Budget Unit 2310, Line Item 827802 Operating Transfer In, in the amount of $44,675.35, and to Fund 1100, Budget Unit 2851, Line Item 827802 Operating Transfer In, in the amount of $570.66 for enforcement costs incurred for overtime and per diem funded through SB170 State funding; and authorize Chair to sign same.

Previous Board/Board Committee Actions:
The Board of Supervisors adopted the FY 2025-26 Mendocino County Budget on June 25, 2024 (Resolution 24-096).

Summary of Request:
Since FY 2016-17, the Board of Supervisors has adopted the budget in June, prior to the previous year's books being closed, using fiscal year-end projections rather than actual numbers. The same procedure was followed when the FY 2024-25 Mendocino County Budget was adopted on June 25, 2024. The FY 2024-25 budget was developed using departmental-provided FY 2023-24 year-end projections from the Third Quarter. These funds are from the State and are used to cover the costs of Overtime and Per Diem costs associated with enforcement against unpermitted cannabis grows or grows not in the permitting process where there are illegal water diversions or environmental degradation.

Alternative Action/Motion:
Provide direction to staff.

Strategic Plan Priority Designation: An Effective County Government

Item #: 30)

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At:

Fiscal Details:

source of funding: SB170 Funding for Cannabis Enforcement
current f/y cost: ($51,836.80)
budget clarification: N/A
annual recurring cost: N/A
budgeted in current f/y (if no, please describe): N/A
revenue agreement: N/A

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Executive Office

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk
Date: July 29, 2025

Final Status: **Approved**

COUNTY OF MENDOCINO

REQUEST FOR APPROPRIATION, CANCELLATION OR REVISION OF FUNDS

Dept./Office: Executive Office Date 06/30/2025

To County Auditor-Controller:

The Following request is deemed necessary. Please report the available balances to the County Executive Officer.

Fund	Org/BU	Object (+Project)	Object Description	AMOUNT	I/D	AUDITOR BALANCE
1228	EC/2811	865802-EC300	Operating Transfer Out	$ 51,836.80	I	$ 0.00
1100	DA/2070	827802	Operating Transfer In	$ 6,590.79	I	$ 168,050.00
1100	SO/2310	827802	Operating Transfer In	$ 44,675.35	I	$ 394,680.00
1100	PB/2851	827802	Operating Transfer In	$ 570.66	I	-$ 2,793.90

Under SB170, funding has been provided for the costs associated with enforcement against unpermitted cannabis grows or grows not in the permitting process where there are illegal water diversions or environmental degradation. These funds are specific to overtime and per diem charges. This amount is for costs incurred in Fiscal Year 2024-25

JUSTIFICATION: As stated above or attached memo. DEPARTMENT HEAD By Tony Rakes Digitally signed by Tony Rakes Date: 2025.07.14 11:14:00 -07'00'

Prepared by: _____ Ph: _____ Email: _____

TO COUNTY EXECUTIVE OFFICER:

☑ Sufficient balances remain in the accounts indicated to effect transfer as requested.

☐ Insufficient balances are available to meet the above request within departmental budget.

Requires transfer of $_____

REMARKS:

1228 Fund Balance $472,509

No. 06T008 Date 07/15/2025 AUDITOR-CONTROLLER By _____

COUNTY EXECUTIVE OFFICER: ☐ RECOMMENDATION ☑ APPROVAL ☐ DENIED

COMMENTS:

Sara Pierce Digitally signed by Sara Pierce Date: 2025.07.14 11:28:59 -07'00'

Date _____ COUNTY EXECUTIVE OFFICER

ACTION OF BOARD OF SUPERVISORS: ☒ APPROVED AS REQUESTED ☐ APPROVED AS REVISED ☐ OTHER

REMARKS:

Date 07/29/2025 DEPUTY CLERK OF THE BOARD OF SUPERVISORS

JE NO._____ Date_____ By:_____

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3p)

To: BOARD OF SUPERVISORS

From: Executive Office

Meeting Date: July 29, 2025

Department Contact:	Xuyen Mallea	**Phone:**	707-463-4441
Department Contact:	Brittney O'Ferrall	**Phone:**	707-463-4441

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Approval of Appropriation of Funds for the Local Agency Technical Assistance (LATA) Grant Program from the California Public Utilities Corporation (CPUC) for Fiscal Year 2024-25 Fund 1225 Project DR310, Increasing Fund 1225 Line Item DR310-825490 State Other Revenue in the Amount of $221,542.84, and Increasing Fund 1225 Line Item DR310-862189 Professional and Special Services-Other in the Amount of $221,542.84, to Pay Golden State Connect Authority for Fiscal Year 2024-25 LATA Grant Services Using Revenue Received from CPUC in Fiscal Year 2024-25 and Conclude the Current LATA Grant Program

Recommended Action/Motion:
Approve appropriation of funds for the Local Agency Technical Assistance (LATA) grant program from the California Public Utilities Corporation (CPUC) for fiscal year 2024-25 fund 1225 project DR310, increasing fund 1225 line item DR310-825490 state other revenue in the amount of $221,542.84, and increasing fund 1225 line item DR310-862189 professional and special services-other in the amount of $221,542.84, to pay Golden State Connect Authority for fiscal year 2024-25 LATA grant services using revenue received from CPUC in fiscal year 2024-25 and conclude the current LATA grant program; and authorize the Chair to sign same.

Previous Board/Board Committee Actions:
On October 18, 2022, the Board approved the submission of the grant application for the Local Agency Technical Assistance (LATA) Grant funding opportunity from the California Public Utilities Corporation (CPUC) in the amount of $500,000; and authorized the Chief Executive Office to execute the grant agreement and submit all documents if awarded.

Summary of Request:
The County was awarded the Local Agency Technical Assistance (LATA) Grant funding in the amount of $500,000, to fund network design services for priority areas in and around unserved/underserved area of Mendocino County and the project is now completed with $496,542.84 eligible for reimbursement. This appropriation request is an administrative clean-up to the Fund 1225 Project DR310 in fiscal year 2024-25. There is no additional funding being requested.

Alternative Action/Motion:
Do not approve and provide alternate direction.

Item #: 3p)

Strategic Plan Priority Designation: A Thriving Economy

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: Grant
current f/y cost: N/A
budget clarification: This is an administrative clean-up; no additional cost to the County.
annual recurring cost: N/A
budgeted in current f/y (if no, please describe): N/A
revenue agreement: No

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: N/A

CEO Liaison: Darcie Antle, CEO

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk
Date: July 29, 2025

Final Status: **Approved**

COUNTY OF MENDOCINO

REQUEST FOR APPROPRIATION, CANCELLATION OR REVISION OF FUNDS

Dept./Office: Executive Office Date 07/10/2025

To County Auditor-Controller:

The Following request is deemed necessary. Please report the available balances to the County Executive Officer.

Fund	Org/BU	Object (+Project)	Object Description	AMOUNT	I/D	AUDITOR BALANCE
1225	DR / 2910	825490 (DR310)	State Other Revenue	$ 221,542.84	I	$221,542.84
1225	DR / 2910	862189 (DR310)	Prof & Spec Svcs-Othr	$ 221,542.84	I	$208,163.30

The County was approved Local Agency Technical Assistance (LATA) Grant program funding through the California Public Utilities Corporation (CPUC). The award was $500,000, however, only $496,542.84 was eligible for reimbursement. CPUC provides the revenue to the County and the County then pays Golden State Connect Authority for their LATA services. This form is to increase the FY24-25 appropriations for this grant under DR310 project code, at no cost to the General Fund.

JUSTIFICATION: As stated above or attached memo. DEPARTMENT HEAD By Xuyen Mallela Digitally signed by Xuyen Mallela Date: 2025.07.16 16:21:26 -07'00'

Prepared by: Brittney O'Ferrall Ph: 707-463-4441 Email: oferrallb@mendocinocounty.gov

TO COUNTY EXECUTIVE OFFICER:

☐ Sufficient balances remain in the accounts indicated to effect transfer as requested.

☐ Insufficient balances are available to meet the above request within departmental budget.

Requires transfer of $_____

REMARKS:

Requested adjustment is balanced and net impact is zero.

No. 06T010 Date 07/16/25 AUDITOR-CONTROLLER By _____

COUNTY EXECUTIVE OFFICER: ☑ RECOMMENDATION ☐ APPROVAL ☐ DENIED

COMMENTS:

Date 7/16/2025 _____ COUNTY EXECUTIVE OFFICER

ACTION OF BOARD OF SUPERVISORS: ☒ APPROVED AS REQUESTED ☐ APPROVED AS REVISED ☐ OTHER

REMARKS:

Date 07/29/2025 _____ DEPUTY CLERK OF THE BOARD OF SUPERVISORS

JE NO._____ Date_____ By:_____

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3q)

To: BOARD OF SUPERVISORS

From: Executive Office

Meeting Date: July 29, 2025

Department Contact: Sara Pierce **Phone:** 707-463-4441

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Approval of Agreement (First Amendment to Lease Agreement LS#21-14), Between the County of Mendocino and Abell Masonic Hall Association, Extending Lease by Three Months to December 31, 2025

Recommended Action/Motion:
Approve Agreement (first Amendment to Lease Agreement LS#21-14), between the County of Mendocino and Abell Masonic Hall Association, extending the lease by three months to December 31, 2025; and authorize Chair to sign same.

Previous Board/Board Committee Actions:
None.

Summary of Request:
The original lease LS#21-14 commenced on October 1, 2020, and had a term of five years, expiring September 30, 2025. The County would like to extend the lease for an additional three months, through December 31, 2025. Additionally, the original lease LS#21-14 had the LESSOR identified as Ridgewood Masonic Lodge Association but directed all payments to be made to Abell Masonic Hall Association. The individual who executed the lease agreements on behalf of the LESSOR was then serving as Treasurer for both the Ridgewood Masonic Lodge Association and the Abell Masonic Hall Association. The Abell Masonic Hall Association has been the owner of the subject property of the Lease since September 1, 1989. The parties desire through this amendment to update the lease to reflect that the LESSOR is and has always been the Abell Masonic Hall Association.

Alternative Action/Motion:
Do not approve amendment and provide direction to staff.

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisorial District: District 2

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Item #: 3q)

Fiscal Details:

source of funding: NA
current f/y cost: $12,288
budget clarification: Budgeted
annual recurring cost: NA
budgeted in current f/y (if no, please describe): Yes
revenue agreement: No

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Executive Office

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk
Date: July 29, 2025

Final Status: **Approved**
Executed Item Type: Agreement
Number: 25-127

BOS AGREEMENT NO. 25-127

AMENDMENT TO COUNTY OF MENDOCINO
LEASE NO. LS# 21-14

This Amendment to Lease No. LS# 21-14 is entered into by and between the **COUNTY OF MENDOCINO**, a political subdivision of the State of California, hereinafter referred to as "LESSEE," and **Abell Masonic Hall Association**, hereinafter referred to as "LESSOR," the date this Amendment is fully executed by all parties.

WHEREAS, Lease No. LS# 21-14 (the "Lease") was entered into on 10/1/2020; and

WHEREAS, the Lease has a commencement date of October 1, 2020, and has a term of five years, which would mean it would expire on September 30, 2025; and

WHEREAS, the LESSEE desires to extend the term of the Lease for an additional three (3) months; and

WHEREAS, the Lease provides that the LESSOR is the Ridgewood Masonic Lodge Association, but directed all payments to be made to the Abell Masonic Hall Association; and

WHEREAS, the person wh executed the Lease on behalf of the LESSOR was then serving as Treasurer of both the Ridgewood Masonic Lodge Association and the Abell Masonic Hall Association; and

WHEREAS, pursuant to County property records, the Abell Masonic Hall Association has been the owner of the subject property of the Lease since September 1, 1989; and

WHEREAS, the parties desire to update the Lease to reflect that the LESSOR is and has always been the Ab Masonic Hall Association, the owner of the subject property; and

WHEREAS, upon execution of this document by LESSEE and LESSOR, this document will become part oft he aforementioned lease and shall be incorporated therein; and

WHEREAS, it is the desire of LESSEE and LESSOR to revise the term of Lease No. LS# 21-14 as set out in paragraph #2 from five (5) years to five (5) years and three (3) months.

NOW, THEREFORE, we agree as follows:

1. The identity of the LESSOR is hereby corrected to be the Abell Masonic Hall

Association.

2. Paragraph #2 of Lease No. LS# 21-14 is hereby amended in its entirety to read as follows:

   "The term of the lease shall be for a period of five (5) years and three (3) months, commencing on October 1, 2020, and terminating on December 31, 2025."

All other terms and conditions of Lease No. LS# 21-14 shall remain in full force and effect.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: _____
DEPARTMENT HEAD

Date: 07/21/2025

Budgeted: Yes
Budget Unit: 2310
Line Item: 862210
Org/Object Code:
Grant: No
Grant No.: N/A

COUNTY OF MENDOCINO

By: _____
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: 07/29/2025

ATTEST:
DARCIE ANTLE, Clerk of said Board

By: _____
Deputy 07/29/2025

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: _____
Deputy 07/29/2025

INSURANCE REVIEW:

By: _____
Risk Management

Date: 07/21/2025

CONTRACTOR/COMPANY NAME

By: _____
SIGNATURE Jacob Becket

Date: 7-21-25

NAME AND ADDRESS OF CONTRACTOR:

Abell Masonic Hall Association
PO Box 1636
Ukiah, CA 95482-1636

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: _____
COUNTY COUNSEL

Date: 07/21/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
Deputy CEO or Designee

Date: 07/21/2025

Signatory Authority: $0-25,000 Department; $25,001- 50,000 Purchasing Agent; **$50,001+ Board of Supervisors**
Exception to Bid Process Required/Completed ☐ N/A
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: 'N/A'

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3r)

To: BOARD OF SUPERVISORS

From: Executive Office

Meeting Date: July 29, 2025

Department Contact:	Cherie Johnson	**Phone:**	707-234-6618
Department Contact:	Katie S. Ford	**Phone:**	707-234-6610

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Approval of Retroactive Agreement with Magellan Health Services of California, Inc. Employer Services in the Amount of $90,000 for an Agreement Term of July 1, 2025, through June 30, 2026, to Provide an Employee Assistance Program

Recommended Action/Motion:
Approve Retroactive Agreement with Magellan Health Services of California, Inc. Employer Services in the amount of $90,000 for an Agreement term of July 1, 2025, through June 30, 2026, to provide an Employee Assistance Program; and authorize Chair to sign same.

Previous Board/Board Committee Actions:
On February 28, 2023, the Board approved Agreement No. 23-026 with Magellan Health Services of California, Inc. Employer Services and the Board approved amendment to Agreement No. 23-026-A1 on December 5, 2023, and an amendment to the Agreement on June 17, 2024.

Summary of Request:
Magellan Health Services of California, Inc. - Employer Services (Magellan) has offered Employee Assistance Program services to Mendocino County employees and their dependents since October 2014. The current agreement includes up to 10 in-person counseling sessions per 12-month period per issue for employees and their household members. Additionally, Law Enforcement Personnel have access to a separate First Responder EAP, providing 10 in-person counseling sessions per issue, culturally tailored to their needs. The contract is retroactive due to timing delays in the finalization process. While County staff completed the necessary steps on schedule, execution was extended while awaiting completion of documentation and required signatures from the vendor.

Alternative Action/Motion:
If not approved return to staff with further direction.

Strategic Plan Priority Designation: An Effective County Government

Supervisorial District: All

Vote Requirement: Majority

Item #: 3r)

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: HI 0715
current f/y cost: $90,000
budget clarification: Contract was budgeted in FY 25/26
annual recurring cost: $90,000
budgeted in current f/y (if no, please describe): Yes
revenue agreement: No

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Executive Office

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk
Date: July 29, 2025

Final Status: **Approved**
Executed Item Type: Agreement
Number: 25-128

BOS AGREEMENT NO. 25-128

AMENDMENT #1

Original Agreement	BOS-24-147

AMENDMENT TO COUNTY OF MENDOCINO
AGREEMENT NO. BOS-24-147

This Amendment to Agreement No. BOS-24-147 is entered into by and between the **COUNTY OF MENDOCINO**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **Magellan Health Services of California, Inc.,** hereinafter referred to as "CONTRACTOR," the date this Amendment is fully executed by all parties.

WHEREAS, Agreement No. BOS-24-147 was entered into on July 1, 2024 (the "Initial Agreement"); and

WHEREAS, upon execution of this document by COUNTY and CONTRACTOR, this Amendment will become part of the Initial Agreement and shall be incorporated therein; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to extend the termination date from June 30, 2025 to June 30, 2026; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to increase the total amount payable by $90,000 from $90,000 to $180,000; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to add a first Exhibit #1, Combined Evidence of Coverage and Disclosure Form specific to Law Enforcement Personnel; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to add a second Exhibit #1, Combined Evidence of Coverage and Disclosure Form specific to General Employees.

NOW, THEREFORE, we agree as follows:

1. The termination date set out in the Initial Agreement is hereby extended from June 30, 2025 to June 30, 2026.
2. The total contracted amount set out in the Initial Agreement is hereby increased by $90,000 from $90,000 to $180,000.
3. A first Exhibit #1, Combined Evidence of Coverage and Disclosure Form specific to Law Enforcement Personnel, is hereby added to the Initial Agreement, and this first Exhibit #1 is attached herein.

4. A second Exhibit #1, Combined Evidence of Coverage and Disclosure Form specific to General Employees, is hereby added to the Initial Agreement, and this second Exhibit #1 is attached herein.

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

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: _____
DEPARTMENT HEAD

Date: 07/07/2025

Budgeted: Yes
Budget Unit: 0715
Line Item: 86-2189
Org/Object Code: HI
Grant: No
Grant No.: N/A

COUNTY OF MENDOCINO

By: _____
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: 07/29/2025

ATTEST:
DARCIE ANTLE, Clerk of said Board

By: _____
Deputy 07/29/2025

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: _____
Deputy 07/29/2025

INSURANCE REVIEW:

By: _____
Risk Management

Date: 07/07/2025

CONTRACTOR/COMPANY NAME

By: Yagnesh Vadgama
SIGNATURE

Date: 07/09/2025

NAME AND ADDRESS OF CONTRACTOR:

MAGELLAN HEALTH SERVICES
OF CALIFORNIA, INC.
3131 CAMINO DEL RIO NORTH
SAN DIEGO, CA 92108

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: _____
COUNTY COUNSEL

Date: 07/07/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
Deputy CEO or Designee

Date: 07/07/2025

Signatory Authority: $0-25,000 Department; $25,001- 50,000 Purchasing Agent; **$50,001+ Board of Supervisors**
Exception to Bid Process Required/Completed ☒ ~~EB-24-172~~ EB-26-03
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: Located outside of Mendocino County

Exhibit #1 - Law Enforcement Personnel

Magellan Health Services of California, Inc.-Employer Services
Employee Assistance Program
Combined Evidence of Coverage and Disclosure Form

The purpose of this Combined Evidence of Coverage and Disclosure Form is to let you know the terms and conditions of your EAP benefit. You have the right to review this document before you receive EAP services. We encourage you to read this form completely and carefully. If you have any special mental health care needs, you should read carefully the sections of this form that may apply to those needs. **This Combined Evidence of Coverage and Disclosure Form is only a summary of your plan. The EAP plan contract must be consulted to determine the exact terms and conditions of coverage.** A copy of the plan contract will be furnished upon request. If you would like additional information about your EAP benefit, please call us toll-free at the telephone number on the attached Benefit Schedule.

IMPORTANT:
Can you read this in English? If not, we can ask someone to help you read it. You can get a free interpreter to talk to your provider or health plan. For free help finding an interpreter in your language or to request written information in your language, please call your toll free number.

IMPORTANTE:
¿Puedes leer esto en inglés? Si no, podemos pedirle a alguien que le ayude a leerlo. Puede conseguir un intérprete sin costo para hablar con su proveedor o plan de salud. Para obtener ayuda gratuita para conseguir un intérprete en su idioma o para solicitar información escrita en su idioma, llame a su número gratuito.

P.O. Box 710430
San Diego, CA 92171
800-424-1565 (option 6)

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Introduction

The EAP is a confidential personal consultation program provided through Magellan Health Services of California, Inc.—Employer Services* to help you and your ***eligible dependent***s deal with personal problems. It is in addition to benefits available under your health benefit plan. You can call us 24 hours a day, seven days a week, via a toll-free telephone number for ***Crisis Counseling*** and to obtain referrals to ***EAP counselors*** and other community resources.

Definitions

Brief counseling: Outpatient counseling that is problem-focused; that emphasizes skills and strengths and encourages practicing new behaviors; that involves setting goals achievable in a one to five month period; that involves interpretation, suggestions, and a framework provided by the counselor; that you may utilize alone or together with others who are important to resolution of your problem.

Crisis Counseling: The process of responding to a request for immediate services in order to determine whether an ***Emergency*** exists and, based on that determination, of making a referral to ***Emergency Behavioral Health Services and Care***, to community resources, or to an ***EAP counselor***. ***Crisis Counseling*** includes communication with the person in crisis that is focused on defusing the person's severe emotional reaction to a situation in order to enable that person to accept the referral and deal with the immediate crisis without causing harm to self or others.

Domestic Partner: a person of the same or opposite sex who shares your permanent residence; has resided with you for at least one year; is at least 18 years of age and not a blood relative; and is financially interdependent with you through common ownership or lease of real property; joint ownership of a motor vehicle; a joint bank account or a joint credit account; and/or other indicators of financial interdependence.

EAP counselor: A psychologist, clinical social worker, marriage, family and child counselor or other professional who is licensed under applicable state law to deliver counseling services and who is contracted with us to provide EAP services.

Eligible dependent: A person eligible for EAP coverage through his or her relationship with an eligible employee of the ***plan sponsor***. ***Eligible dependents*** may include your spouse, your children, your ***domestic partner***, or members of your household. Ask the ***plan sponsor*** who qualifies as an ***eligible dependent*** under your EAP.

Emergency Behavioral Health Services and Care: Screening, examination, and evaluation services that are furnished in order to evaluate and/or stabilize an individual experiencing an emergency medical condition (including emergency mental health or substance abuse conditions).

Emergency: A medical condition manifesting itself by acute symptoms of sufficient severity (including pain) that the absence of immediate medical attention could reasonably be expected to result in death or serious bodily (or psychological) harm to you and/or others.

Episode of care: A continuous course of counseling for a specific ***problem*** or set of ***problems***, up to the number of ***sessions*** allowed by your EAP.

Fraud: Knowingly making, or causing or permitting to be made, false statements in order for you or another person to obtain EAP services or payment to which you or the other person are not entitled. ***Fraud*** includes any act that constitutes fraud under applicable federal or state law.

Grievance: Any written or oral expression of dissatisfaction regarding us and/or a provider, including quality of care concerns. The term "grievance" includes any complaint, dispute, request for reconsideration, or appeal made by you or your representative.

Grievant: The person who files a ***grievance***, which may include you, a representative designated by you, or other individual with authority to act on behalf of you.

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* Magellan Health Services of California, Inc.-Employer Services is a subsidiary of Magellan Health Services, Inc. that provides services in California and is licensed by the California Department of Managed Health Care.

Plan sponsor: The employer that contracts with us to provide EAP services to its employees or members, respectively, and their ***eligible dependent***s.
Problem: A specific personal issue, concern, or type of matter or situation for which you obtain assistance from the EAP in attempting to resolve.
Session: A fifty (50) minute visit by one or more participants, individually or with members of his/her family, with an ***EAP counselor*** to discuss personal problems.
Us, We, Our: Magellan Health Services of California, Inc.—Employer Services, your EAP program administrator.
You, Your: The person eligible for EAP services as an employee of a ***plan sponsor***.

Eligibility and Coverage

Ask your ***plan sponsor*** who is eligible to receive EAP services.

❖ Start and end of coverage

If you are eligible, your coverage begins on the first day of your employment by the ***plan sponsor*** and remains in effect so long as you are still eligible and our contract with the ***plan sponsor*** remains in effect. If your coverage ends after you have received your first ***session*** with the ***EAP counselor***, but before you have received the full number of ***sessions*** for which you are eligible, you may still receive the full number, as clinically appropriate. If your coverage ends, regardless of the reason, you do not have any right to renewal or reinstatement except as described below under Individual Continuation of Group Benefits.

❖ Termination of benefits

In most cases, your coverage will end when our contract with the ***plan sponsor*** terminates. There are also some circumstances when your coverage may end even though the contract remains in effect, for example, when you are no longer eligible to receive EAP benefits as an employee of the ***plan sponsor*** or an ***eligible dependent***. Your coverage cannot be canceled or not renewed because of your health status or your use of the EAP. If you think this has happened, you may request review by the Director of the California Department of Managed Health Care and/or call us at the toll-free number on the attached Benefit Schedule or send us a written complaint as described below.

- Termination of contract with ***plan sponsor*** for nonpayment – If the ***plan sponsor*** fails to pay our fees, we may terminate the contract for nonpayment. We will first give the ***plan sponsor*** 15 days notice of our intent to terminate the contract for non-payment. If payment is not received within those 15 days, we will terminate the contract; the ***plan sponsor*** will furnish you notice of the termination and coverage will terminate 15 days after the notice to you. After termination, we will permit reinstatement of the contract as if it had not been terminated once during any 12-month period if the ***plan sponsor*** pays the delinquent fees before the next payment date.
- Loss of eligibility -- Your coverage will end on the day you cease to be eligible under your ***plan sponsor's*** eligibility criteria (for example, if you separate from your ***plan sponsor*** or are no longer an ***Eligible Dependent***). (See also the section below on Individual Continuation of Group Benefits.)
- Termination of coverage based on your conduct:
  - We reserve the right to cancel your coverage for ***fraud*** or deception in the use of EAP services. ("***Fraud***" means knowingly making, or causing or permitting to be made, false statements in order for you or another person to obtain EAP services or payment to which you or the other person are not entitled. ***Fraud*** includes any act that constitutes fraud under applicable federal or state law.) Cancellation is effective immediately on the date we mail notice of cancellation, unless the notice specifies a later date.

❖ Dependent coverage

Your ***eligible dependents*** are covered during the same time you are.

Prepayment Fees

Your ***plan sponsor*** pays us the full cost of the EAP, including services provided to you. You have no obligation to pay any amount to enroll in the EAP or to obtain EAP services; there are no premiums, co-payments, co-insurance, or deductible payments applicable to EAP services.

Other Charges

Your ***plan sponsor*** pays us the full cost of the EAP, including services provided to you. You have no obligation to pay any amount to enroll in the EAP or to obtain EAP services; there are no premiums, co-payments, co-insurance, or deductible payments applicable to EAP services.

Reimbursement Provisions

Because we pay the ***EAP counselors***, you do not have to file any claims for EAP services. All ***EAP counselors*** are under contract with us. By law, every contract between us and our ***EAP counselors*** provides that you will not be liable to the counselor for EAP services you receive, even if the counselor does not receive payment from us. You should not make an agreement with any ***EAP counselor*** to pay the counselor for EAP services. You will be responsible to pay for the services if you and the ***EAP counselor*** decide additional services not covered by the EAP are necessary, if you obtain EAP services from a counselor who does not have a contract with us, or if you access a contracted ***EAP counselor*** directly, without first using our provider search online or calling us at the toll-free number to request EAP services. Sometimes your group health plan will cover these costs. You should check whether your group health plan covers the cost of health care services to which you are referred. The decision to use any outside resources will be up to you. If, in the unlikely event of a mistake, the ***EAP counselor*** requires you to pay for EAP services, you may call the toll-free number on the attached Benefit Schedule, or send a letter to Comment Coordinator, Magellan Health Services of California, Inc.—Employer Services, at the address on the first page, so that we can arrange for your reimbursement.

Confidentiality

The EAP is designed as a confidential program and we are committed to protecting your privacy. Your confidentiality is protected by law. In most cases, EAP counseling offices are located away from the worksite. The discussions you have with your ***EAP counselor*** will not be disclosed to anyone outside the EAP without your written consent, except in the specific instances required or permitted by law (for example, where child abuse or elder abuse must be reported). You are encouraged to discuss the rules of confidentiality (and the exceptions) directly with your ***EAP counselor***. A STATEMENT DESCRIBING OUR POLICIES AND PROCEDURES FOR PRESERVING THE CONFIDENTIALITY OF MEDICAL RECORDS IS AVAILABLE AND WILL BE FURNISHED TO YOU UPON REQUEST. Please also see our Privacy Notice below.

Description of EAP Services

The EAP provides personal consultation services to assist you in resolving a range of personal problems, including, but not limited to:

- work-related issues
- parenting concerns
- marriage and family distress
- relationship issues
- use and misuse of alcohol and drugs, and co-dependency issues
- stress related to financial and legal problems
- emotional stress
- life crises
- other similar personal problems

The personal consultation services consist of an assessment of your problem by a licensed mental health professional, and, as clinically appropriate:

- ***brief counseling***; or
- a referral to a resource in your community for treatment. If you are referred for treatment beyond the personal consultation services, with your permission, we may also follow up to monitor the effectiveness of the assistance you receive.

See the attached Benefit Schedule for the number of ***sessions*** in your program.

The EAP personal consultation service includes only assessment, ***brief counseling***, referral to treatment providers for longer-term or specialized treatment, and follow-up on referrals. You and your ***eligible dependents*** are eligible to receive up to the number of ***sessions*** per problem indicated on the attached Benefit Schedule, as clinically appropriate. If you obtain in-person counseling for a problem together with an ***eligible dependent***, such as your spouse, the total number of in-person sessions for which you and the other person are eligible for that problem is still the number of ***sessions*** in your program. The number of ***sessions*** does not double when two persons participate in counseling or triple when three persons participate. If the ***EAP counselor*** determines after one or two ***sessions*** that your problem or condition cannot be resolved in ***brief counseling***, the ***EAP counselor*** will assist you in transitioning out of the EAP to a provider who is appropriate for your problem or condition. At that point, no further EAP ***sessions*** are available, except in connection with transition to another provider. This may occur, for example, if the ***EAP counselor*** assesses that you have a problem or condition that requires more ***sessions*** than the number available under the EAP or that you have a condition that requires treatment by a psychiatrist.

Exclusions

Your EAP does not provide or pay for:

- Medical care, including services for a condition that requires psychiatric treatment (for example, a psychosis)
- Inpatient treatment
- Services by providers who are not part of our ***EAP counselor*** network
- EAP ***sessions*** that were not accessed through our toll-free telephone number or our on-line self-referral service for the particular ***episode of care***
- Psychological, psychiatric, neurological, educational, or IQ testing
- Remedial and social skills education services, such as evaluation or treatment of learning disabilities, learning disorders, academic skill disorders, language disorders, mental retardation, motor skill disorders, or communication disorders; behavioral training; cognitive rehabilitation
- Medication, medication management. If you have a mental health or substance abuse condition for which medication is required, you must see a doctor to prescribe the medication and oversee your use of the medication.
- Evaluations for fitness for duty or excuses for leaves of absence or time off
- Examinations and diagnostic services in connection with obtaining employment or a particular employment assignment, admission to or continuing in school, securing any kind of license (including professional licenses), obtaining any kind of insurance coverage
- Court-mandated counseling, evaluations required by a state or federal judicial officer or other governmental official or agency or to be used in legal actions of any kind (for example, child custody proceedings)
- Testimony in legal proceedings, creation of records for legal proceedings or other preparation for legal proceedings
- Guidance on workplace issues when you sue, or threaten to sue, your ***plan sponsor***
- Acupuncture
- Biofeedback & hypnotherapy

- Group Counseling
- Services to permit members to fulfill any group health plan prerequisite that EAP services be utilized prior to behavioral health benefits becoming available

In addition, referrals given in connection with EAP services are not endorsements or guarantees for the programs or providers to which you are referred. You are encouraged to discuss any concerns about resources with your ***EAP counselor.***

Access to Services

To access employee assistance services, you must access Member.MagellanHealthcare.com or call us at the toll-free number on the attached Benefit Schedule for the particular ***episode of care.*** Our customer service representatives and care managers are available to take your call 24 hours/day, 365 days/year.

❖ **Personal consultation services**

If you are seeking consultation about a personal problem, our customer service representative or care manager will ask you to briefly describe the problem for which you are seeking assistance. If you want to be seen by an ***EAP counselor***, we will give you information about ***EAP counselors*** in the area where you would like to be seen. If you like, you may review a list of ***EAP counselors*** on our website Member.MagellanHealthcare.com, before you call. After we set up an EAP case for you, you may schedule an appointment with the ***EAP counselor*** for a time convenient to you and the ***EAP counselor***. ***EAP counselors*** have office hours during normal business hours; some ***EAP counselors*** are open during evenings and weekends. You may schedule an appointment with the ***EAP counselor*** for a time convenient to you and the ***EAP counselor***. If you cannot keep a scheduled appointment with the ***EAP counselor*** – whether the first appointment or a later appointment – you must notify the counselor's office at least 24 hours before the appointment time.

❖ **Crisis services – What to do in an Emergency**

If you have an emergency medical condition that requires emergency treatment, we recommend that you go immediately to the nearest hospital emergency room or trauma center or call "911" or the appropriate local telephone number for emergency services. In crisis situations, you may call us, toll-free, any time, day or night, 7 days a week, for ***crisis counseling***. A licensed counselor will speak with you about your current situation. If you are in need of ***Emergency Behavioral Health Services and Care***, the counselor will direct you to an appropriate resource in your community. The EAP does not cover medical care.

Choice of Providers

❖ **Our provider network**

EAP services are available only through the network of independent ***EAP counselors*** with whom we have contracted. Each ***EAP counselor*** has at least a master's level degree in a behavioral health field, a current, valid license to practice behavioral health, and professional behavioral health experience. ***EAP counselors*** most frequently include social workers, psychologists, and marriage and family therapists. Because EAP services are designed to assist with problems that do not require psychiatric treatment, ***EAP counselors*** are rarely psychiatrists. However, a small number of psychiatrists are ***EAP counselors;*** you may utilize those ***EAP counselors*** just the same as other ***EAP counselors***. We pay our contracted ***EAP counselors*** for their services on a fee-for-service basis; we do not use any financial incentives for the ***EAP counselors*** to reduce or limit their services to you. If you would like more information about our provider network, you may contact us at the toll-free number on the attached Benefit Schedule or check on-line at Member.MagellanHealthcare.com.

❖ **Your Liability for payment**

If you choose to obtain EAP services from a counselor who is not on our provider network, you will be responsible to pay for the services.

❖ **Choosing or changing a provider**

Only ***EAP counselors*** in our network of providers are eligible to provide EAP services. You may review a list of our ***EAP counselors*** in your area at any time. However, you must engage Magellan online or call us at the toll-free number for a referral for EAP services (see Access to Services section). To obtain a list of ***EAP counselors***, call the toll-free telephone number on the attached Benefit Schedule, write to the Network Department at the address on the first page, or check on-line at Member.MagellanHealthcare.com. Because we update the list on a regular basis, it is subject to change without notice. If you are dissatisfied with your ***EAP counselor***, we will make another ***EAP counselor*** available to you, whenever possible. Simply call the toll-free number on the attached Benefit Schedule. We do not guarantee the initial or continued availability of any particular ***EAP counselor***.

❖ **Continuation after *EAP counselor* leaves our provider network**

If we terminate our contract with the ***EAP counselor*** you are seeing, but you wish to continue to see the counselor to complete your EAP services, in most cases, you may do so, provided that additional EAP ***sessions*** are available and clinically appropriate. You may simply continue seeing the counselor, without seeking our approval. However, we will contact you to arrange for referral to another contracted counselor in the following circumstances:

- If your ***EAP counselor*** refuses to continue to see you on the same terms and conditions after termination of his/her contract, or
- If we terminate your ***EAP counselor*** because of ***fraud***, criminal activity, or incompetence or unprofessional conduct likely to be harmful to client safety or to delivery of client care.

❖ **Continuation with a non-contracted provider when you become eligible for our EAP services**

If you are receiving EAP services through another EAP organization when your employer switches EAP vendors to us, it is likely that the other organization will continue to cover that ***episode of care*** until its completion. However, if at the time of the switch, you have not completed an ***episode of care*** from a provider not contracted with us for an acute, serious, or chronic mental health condition, upon your request, we may allow you to complete the ***episode of care*** with the non-contracted provider. In deciding whether to allow a provider not contracted with us to furnish you EAP services, we will take into account the severity of your condition, the amount of time needed to transition to a new, contracted ***EAP counselor***, and the willingness of the provider to agree to our standard provider contract. If you would like information about continuing with a non-contracted provider when you switch to our EAP, call the toll-free number on the attached Benefit Schedule.

Facilities

In most areas, the offices of our ***EAP counselors*** are located close to where you work or live. To find out the locations of ***EAP counselors***, call the toll-free number on the attached Benefit Schedule or check our website at Member.MagellanHealthcare.com.

Second Opinions

If you have questions about the ***EAP counselor's*** assessment of your problem or the action plan developed with the ***EAP counselor*** or if the ***EAP counselor*** is unable to make an assessment, you may contact us to discuss the assessment or action plan. You may also contact us to discuss any concerns or questions you have if your problem is not improving within an appropriate time period. After discussing the issues with our care manager, you may request a second opinion. If we determine a second opinion is clinically appropriate and you have EAP ***sessions*** left, our care manager will refer you to an appropriately qualified professional -- a licensed behavioral health care provider acting, within the scope of his or her

practice, who has a clinical background, including training and expertise, in connection with the condition or conditions for which you request a second opinion -- who will provide a second opinion. In a case involving an imminent, serious health threat, we will process your request on an expedited basis. If you would like additional information regarding the availability of a second opinion, call us toll-free at the number on the attached Benefit Schedule or write to us at the address on the first page.

Disputes and Grievances

If you have a ***grievance*** regarding any of our services or the services of any ***EAP counselor***, or you have a dispute about our services, you may call the toll-free number on the attached Benefit Schedule, or send a letter to Comment Coordinator, Magellan Health Services of California, Inc.—Employer Services, at the address on the first page. You may make your ***grievance*** by telephone or in writing or on-line through Member.MagellanHealthcare.com. You may request a ***grievance*** form to submit your ***grievance*** in writing. If you need assistance completing the ***grievance*** form, please contact us at the toll-free number on the attached Benefit Schedule. If possible, we will respond to your inquiry immediately. We will provide you with written acknowledgement of your complaint within five (5) calendar days except when your complaint does not relate to coverage under the EAP and we are able to resolve your complaint by the next business day. We will resolve your ***grievance*** within thirty (30) calendar days following our receipt of your complaint. We will offer you a resolution in writing, explaining the reasons for our resolution. If your complaint or ***grievance*** is of an urgent nature you may call us at the toll-free number on the attached Benefit Schedule and let us know that you have an urgent ***grievance***. (An urgent complaint or ***grievance*** is a complaint or ***grievance*** that involves an imminent and serious threat to your health, including but not limited to, severe pain, potential loss of life, limb, or major bodily function.) We will conduct an expedited review and provide you with a written statement of our resolution within three (3) calendar days of receipt of the complaint or ***grievance***. You have the right to immediately contact the California Department of Managed Health Care; you do not have to participate in our ***grievance*** process before asking the Department of Managed Health Care to review your urgent complaint or ***grievance***. You may file a ***grievance*** up to 180 calendar days following any incident or action that is the subject of your dissatisfaction.

Department of Managed Health Care

The California Department of Managed Health Care is responsible for regulating health care service plans. If you have a ***grievance*** against your health plan, you should first telephone your health plan at **1-800-424-4039** and use your health plan's ***grievance*** process before contacting the department. Utilizing this ***grievance*** procedure does not prohibit any potential legal rights or remedies that may be available to you. If you need help with a ***grievance*** involving an emergency, a ***grievance*** that has not been satisfactorily resolved by your health plan, or a ***grievance*** that has remained unresolved for more than 30 days, you may call the department for assistance. You may also be eligible for an Independent Medical Review (IMR). If you are eligible for IMR, the IMR process will provide an impartial review of medical decisions made by a health plan related to the medical necessity of a proposed service or treatment, coverage decisions for treatments that are experimental or investigational in nature and payment disputes for emergency or urgent medical services. The department also has a toll-free telephone number **(1-888-466-2219)** and a TDD line **(1-877-688-9891)** for the hearing and speech impaired. The department's internet web site **www.dmhc.ca.gov** has complaint forms, IMR application forms and instructions online.

Provisions Regarding *Fraud*

We have put in place an anti-fraud program to detect, deter, and fully investigate suspected ***fraud*** on the part of our counselors, affiliates, staff and/or members. To maximize protection against ***fraud***, we have an anti-fraud hotline to allow you and all of our providers, affiliates, and staff to report suspicions of ***fraud***. If you suspect ***fraud*** related to submission of claims or other activities related to your EAP benefit, please contact our anti-fraud hotline at 1-800-443-5704.

Public Policy Participation

If you are interested, you can have a voice in our policy-making process. We maintain a Public Policy Committee that meets on a quarterly basis to establish the public policy for us. Call us with your ideas and/or your interest in serving on the Public Policy Committee at 1-800-424-1565 ext. 7109 or write to Magellan Health Services of California, Inc.-Employer Services, Public Policy Committee at P.O. Box 710430, San Diego, CA 92171.

Organ Donations

We encourage you to consider making a commitment to organ or tissue donation and to talk to your family or next of kin about your decision. When you donate an organ or tissue, you give someone else the chance to live. For information about how to become an organ donor, you can contact Health Resources and Services Administration (HRSA) at http://www.organdonor.gov/ or HRSA, U.S. Department of Health and Human Services, Parklawn Building, 5600 Fishers Lane, Rockville, Maryland 20857, or the Coalition on Donation at coalition@shareyourlife.org or 700 North 4th Street, Richmond, VA 23219.

Renewal Provisions

The contract with your ***plan sponsor*** is renewable at the option of the ***plan sponsor***. We may change our fees, services, or the terms of the contract with your ***plan sponsor*** on any renewal of the contract unless otherwise mandated by law. If we do make any changes, we will give your ***plan sponsor*** at least 30 days advance notice of the change. While the number or type of EAP ***sessions*** you receive may change in such cases, it is unlikely that your eligibility for EAP services will be affected. We can choose not to renew at all if the ***plan sponsor*** fails to pay our fees, commits ***fraud*** or intentionally misrepresents material facts, or fails to comply with a material provision of the contract. If we choose to cancel or not renew the EAP contract with your ***plan sponsor***, your ***plan sponsor*** will notify you at least 15 days prior to the termination date.

Individual Continuation of Group Benefits

You and/or members of your family may be able to continue coverage for EAP services on an individual basis, at your/their cost, after termination of your employment or other loss of your eligibility, break-up of your family, or your death under the federal COBRA law. If you have questions whether COBRA continuation benefits are available in connection with the EAP, ask your ***plan sponsor***.

Language Assistance

As an EAP plan member, you have the right to interpreter services in your language, at no cost to you, to help you get EAP services. For help with getting an interpreter, please call us toll-free at the telephone number on the attached Benefit Schedule, 24 hours a day, 7 days a week. To request this entire document in your language, call us toll-free at 800-424-1565 (option 6).

Further Information

Your ***plan sponsor*** may provide brochures and other materials on the EAP. In addition, our website, Member.MagellanHealthcare.com, has information about EAP services. If there are slight variances between the website or the materials furnished by your ***plan sponsor*** and this form, this form should be regarded as more accurate. If you desire more information, call us toll-free at the number on the attached Benefit Schedule.

Your Responsibilities

This document has identified our responsibilities in providing EAP services to you and your family. Our effectiveness is enhanced when you also understand your responsibilities when using our EAP services.

- You have the responsibility to give the ***EAP counselor*** the information he or she needs, so the ***EAP counselor*** can deliver the best possible care.
- You have the responsibility to ask your ***EAP counselor*** questions about your care, so you understand your care.
- You have the responsibility to follow your counseling plan. The plan of care is to be agreed upon by you and the ***EAP counselor***.
- You have the responsibility to keep your appointments. If you cannot keep an appointment, you must call your ***EAP counselor's*** office at least 24 hours before the appointment time.
- You have the responsibility to let your ***EAP counselor*** know when the counseling plan is not working for you.
- You have the responsibility to report ***fraud*** to us.
- You have the responsibility to openly report concerns about quality of care.
- You have the responsibility to treat those giving you care with dignity and respect.

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SCHEDULE OF BENEFITS

EAP Services

- Personal consultation (assessment and ***brief counseling*** or referral, as appropriate) with an ***EAP counselor*** -- Up to 10 ***sessions*** per ***problem*** per year, as clinically appropriate
- Follow-up

Toll-Free Telephone Number for service access, questions about the EAP, the availability of a second opinion, and complaints: 1-800-424-4039. If you are speech or hearing impaired, call us toll-free at 1-800-456-4006 (TDD) for assistance.

There are no premiums, copayments, coinsurance, or deductible payments.

THIS NOTICE DESCRIBES HOW YOUR HEALTH INFORMATION MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.

PLEASE READ THIS NOTICE CAREFULLY.

USES AND RELEASES OF PROTECTED HEALTH INFORMATION (PHI)

We believe in protecting the privacy of your health information. We may use or disclose your Protected Health Information (PHI) only for very specific reasons. **PHI is any information related to health that identifies an individual.** This information can be electronic or in any other format. Different types of uses and disclosures are listed and explained below. Note: An example is not given for every use or disclosure reason.

When disclosing or using PHI, we will use the least amount of information necessary. If we need to use or release information in a way that is not generally described in this notice, we will contact you for your written permission before the proposed use or disclosure.

TYPES OF USES OR RELEASES OF INFORMATION

Treatment

We may use and disclose PHI about you to assist in providing treatment or services. Treatment means the provision, coordination, or management of health care and related services by one or more providers, including the following activities:

- Coordinating health care or related services by a provider with a third party
- Consultation between providers relating to a patient
- The referral of a patient from one provider to another

For example, we may use the information you give us when we conduct an assessment, including an assessment for threat of violence (TOV). We may disclose your PHI when we refer you to an EAP counselor or coordinate your care.

Payment

We may use and disclose your PHI so that your treatment and services may be billed and payment collected from an insurance company or a third party. For example, we may submit information about you to your health plan or a claims payor, so your provider can be reimbursed for services to you. Our finance department will use information on the claim submitted by your EAP counselor to pay it.

Health Care Operations

We may use or disclose PHI to carry out health care operations. Examples of health care operations include such things as:

- Activities to analyze trends relating to improving health or reducing health care costs (called population-based activities);
- Case management and coordination of health care;
- Quality assurance activities (including audits by third parties);
- Contacting you or your provider with information about other forms of care.

We may use and disclose your PHI for these or other activities that fall under this definition, such as preventive treatment programs or fraud detection and investigation.

HEALTH OVERSIGHT ACTIVITIES

We may disclose PHI to a health oversight agency for compliance activities authorized by law. These activities are necessary for the government to oversee the health care system, compliance of benefits programs, and compliance with civil rights laws. Disclosures may occur through audits, investigations, licensure or disciplinary actions or civil, administrative or criminal proceedings. We will only disclose the minimum amount of information required by law.

Information Relating to the Treatment of Minors
Information relating to the treatment of minors will be kept private according to federal and state laws. Under California law, minors after age 12, may receive mental health and/or substance abuse treatment without permission from their parents. We follow all applicable laws that apply to the confidentiality of treatment for minors, including, without limitation, prohibiting the disclosure of sensitive information, as expanded under AB 1184 and related laws and regulations, to the parent or a minor, without the minor's written consent.

Health-Related Benefits or Services
On occasion, we may use and disclose PHI for preventive treatment reasons. Our preventive programs meet nationally recognized quality and preventive health standards.

Lawsuits and Disputes
We may disclose PHI in response to a subpoena or court order. We may also disclose PHI in response to legal cases that directly involve us or the group health plan through which you receive our services. All other disclosures for lawsuits or investigations will be made only with your written permission.

Appointment Reminders
We may use and disclose PHI to remind you of upcoming appointments.

Treatment Alternatives
We may use and disclose PHI to let you know about other types of care that may be of interest to you. All such communications are handled in a manner that protects your privacy.

Release of Information to Family Members
Subject to the provisions of AB 1184 relative to the disclosure of sensitive information, in an emergency, or if you are not able to provide permission, we may disclose limited information about your general condition or location to someone who is directly involved in your care or the payment of your care, or who can make decisions on your behalf.

Release of Information to the Armed Forces
If you are or were previously a member of the armed forces, we will disclose your PHI to the armed forces as required by law and subject to the provisions of AB 1184, including any restriction or prohibition of disclosure without the Enrollee's written release authorization where applicable. We will only disclose the minimum amount of information needed to carry out the purpose of the use or disclosure.

Release of Information to Workers Compensation or Similar Programs
We will not disclose PHI to workers compensation programs or other similar types of programs without your signed permission.

As Required or Permitted by Law for Public Safety
Subject to the provisions and limitations of AB 1184, we will disclose PHI when required or permitted to do so by law for public safety. Disclosures may be made to protect you from a serious threat to your health or safety or to protect the health or safety of another person. Disclosures may also be made when requested by federal officials for national security or intelligence activities or for the protection of public officials. We will only disclose the minimum amount of information needed and will follow specific legal guidelines.

Government Security Clearances
We may disclose PHI when required by law for government security clearances. We will only disclose the minimum amount of information needed for the clearance.

Public Health Risks
We may disclose PHI as authorized or required by law for public health activities. This includes reporting child abuse or neglect, adult abuse, unfavorable events, or product defect reporting. We will only disclose the minimum amount of information required by applicable law.

Inmates
If you are an inmate or are in the custody of law enforcement, we may disclose your PHI without your permission. We will only do this for your health care, for the health and safety of you or others, or the safety of, or further law enforcement on the property of the correctional facility.

Psychotherapy Notes
We rarely ask for psychotherapy notes or disclose psychotherapy notes to outside parties. Psychotherapy notes are defined as notes recorded by a mental health professional that consist of the written record or evaluation of the contents

of a conversation during a private counseling session or a group, joint, or family counseling session. These notes must be maintained separately from the rest of the individual's mental health/medical record. We may use and disclose psychotherapy notes as required by law (for example, to prevent a serious threat to health or safety) or to defend ourselves against a lawsuit by you.

Other Uses and Disclosures
Other uses and disclosures will be made only with your written permission. You are permitted to discontinue such permission at any time in writing. Requests to discontinue permission to use of disclose information will be honored except when we have already taken action based on your permission to use or disclose the information.

RIGHTS RELATED TO PHI

You have certain rights under federal privacy laws relating to your PHI. To exercise these rights, you must submit your request in writing to our Privacy Official at 300 Continental Boulevard Suite #240, El Segundo, CA 90245. For further information, you can also reach our Privacy Official by telephone at 1-800-424-1565.

Right to Request Restrictions on Uses and Disclosures
You have a right to request limits on certain uses and disclosures of PHI for treatment, payment or health care operations. We will consider each request but we are not required to agree to any requested limits. In certain cases, limits set on the disclosure of PHI may affect our ability to pay for your services. If you would like to request limits to the uses or disclosures of your PHI, you may contact the Privacy Official listed above.

Right to Receive Confidential Communications
You have a right to request that you receive confidential information relating to your PHI at an alternative location or by an alternative means if sending this information to your address in our file could put you in danger. All such requests must be made in writing by contacting the Privacy Official listed above. All reasonable requests will be granted. If you have a situation that requires that notices of your PHI be sent in a different form or to a different address, you may contact the Privacy Official.

Right to Inspect and Copy Protected Health Information
You have a right to review and ask for a copy of your PHI that is part of our designated record set. This right does not apply to psychotherapy notes, information gathered to prepare for civil, criminal or administrative actions or proceedings, or where law does not permit the release. There are also circumstances where we may deny your request. For example, there are situations in which a licensed health care professional may determine that disclosing the information could have an adverse effect on you or another person.

In such cases we will not disclose the information; however we may be able to disclose some information in our records. We also will not disclose information, such as a medical record, that was created by your provider. If you want that type of information, please contact your provider directly. If you would like to receive a copy of your PHI, you must send your request in writing to the Privacy Official. As allowed by state law, we may charge a reasonable fee to copy, process and mail your information.

Right to Amend Protected Health Information
You have the right to request that we change the information that we have in our records if you believe that the information is incorrect or incomplete. We may deny this request if we determine that the records are complete and accurate, or that we did not create the information you are requesting to change. We may also deny the request if the information is not part of our official records or access is otherwise restricted by law.

Right to Receive an Accounting of Disclosures
You have a right to receive a listing of PHI disclosures that have been made other than (i) those made for treatment, payment or health care operations, (ii) those made prior to April 14, 2003, (iii) those made with your written permission, and (iv) those made for law enforcement or national security purposes.

Right to Obtain a Paper Copy of this Notice
You have a right to receive a paper copy of this notice even if you have received a copy of this notice electronically. To request a paper copy of this notice, contact our Privacy Official.

OUR RESPONSIBILITIES UNDER THIS NOTICE

The law requires us to maintain the privacy of your PHI. The law also requires us to provide you with this notice of our legal duties and privacy practices with respect to your PHI. We are required to follow the terms of the privacy

notice that is currently in effect. We reserve the right to change the terms of this notice and to make the new notice provisions effective for all PHI that we maintain. Should the terms of this notice change in any way that would also change your rights, we will send you a notice of this change within 60 days.

QUESTIONS AND COMMENTS

Your opinion about our services is very important to us. We want to make sure that you fully understand your privacy rights. If you want more information about Protected Health Information you can go to the Department of Health and Human Services HIPAA Privacy web site, www.hhs.gov/ocr/ privacy/. If you have questions about this notice or your rights, contact our Privacy Official listed above.

COMPLAINTS

You may file a complaint with us if you feel that your privacy rights have been violated. All complaints must be submitted in writing. To file a HIPAA-related complaint, contact the Privacy Official listed above. You may also complain to the US Secretary of Health and Human Services. You will not receive a negative reaction from us because you filed a complaint.

Notice Informing Individuals About
Nondiscrimination and Accessibility Requirements
Discrimination is Against the Law

Magellan* complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, ancestry, religion, sex, marital status, gender, gender identity, sexual orientation, age, or disability. Magellan:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
  - Qualified sign language interpreters
  - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages.
  - You are entitled to full and equal access to services in accordance with the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973. If you have any questions or need further support, please call your toll-free customer service number.

If you need these services, contact your toll-free member/customer service number. If you need help contacting the member service center, please contact the Civil Rights Coordinator for assistance.

If you believe that Magellan Healthcare has failed to provide these services or discriminated in another way on the basis of race, color, national origin, ancestry, religion, sex, marital status, gender, gender identity, sexual orientation, age, or disability, you can file a grievance with:

Civil Rights Coordinator, Corporate Compliance
Department 8621 Robert Fulton Drive
Columbia MD
21046 Phone: 1-
800-424-7721
compliance@mage
llanhealth.com.

You can file a grievance by mail or email. If you need help filing a grievance, the Civil Rights Coordinator is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human
Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at https://ocrportal.hhs.gov/ocr/portal/lobby.jsf, or by mail or phone at:

U.S. Department of Health and
Human Services,
200 Independence Avenue, S.W.

Washington, D.C. 20201
1-800-368-1019, 800-537-7697 (TDD)
Complaint forms are available at http://www.hhs.gov/ocr/office/file/index.html.

*Magellan refers to all applicable subsidiaries and affiliates of Magellan Health, Inc. including but not limited to Magellan Healthcare, Inc., Magellan Pharmacy Services, Inc. and Magellan Complete Care.

English	**IMPORTANT**: You can get an interpreter at no cost to talk to your doctor or health plan. To get an interpreter in your language or to ask about written information in your language at no cost, please call your toll-free member/customer service number.
Spanish	**IMPORTANTE**: Usted puede obtener un intérprete sin costo alguno para hablar con su médico o plan de salud. Para obtener un intérprete en su idioma o para preguntar sobre la información escrita en su idioma sin costo alguno, llame al número gratuito de Servicios al Miembro/Cliente.
Chinese	**重要提示**：為方便**您與醫生或健康護理計劃人員交流，可以免費為您提供口譯**人員。 免費使用口譯人員或翻譯書面材料， 請致電**您的免費會員**/客戶服務號碼。
Vietnamese	**QUAN TRỌNG**: Quý vị có thể yêu cầu miễn phí một thông dịch viên để trao đổi với bác sĩ hoặc chương trình bảo hiểm của mình. Để có thông dịch viên hoặc yêu cầu văn bản thông tin miễn phí bằng ngôn ngữ của mình, vui lòng gọi số điện thoại miễn cước dành cho hội viên/dịch vụ khách hàng của quý vị.
Tagalog	**MAHALAGA**: Maaari kayong makakuha ng tagapagsalin nang libre upang makipag-usap sa inyong doktor o planong pangkalusugan. Upang makakuha ng tagapagsalin sa inyong wika o upang magtanong tungkol sa nakasulat na impormasyon sa inyong wika nang libre, mangyaring tumawag sa inyong toll-free na numero ng serbisyo sa miyembro/customer.
Navajo	**T'ÁÁ ÍYISÍÍ ÍLÍ**: Háida ná ata' hodoolnih ninízingo doo bąąhílínígóó ne'azee'ííl'íní doodaii' nits'íís binahat'á bína'ídidíiłkił. Nizaadjí ata' hodoolnihígíí ninízingo doodaii' naaltsoos nizaad bee hadilyaa'ígíí nízingo doo bąąh yílínígóó bína'adidíikił, t'áá shǫǫdí béésh hane'é binómbo neiltsoosígíí bee hodíílnih.
Korean	**중요**: 의사 또는 의료 보험사와 상담하는 데 무료로 통역사를 이용할 수 있습니다. 무료로 귀하의 언어로 통역사를 이용하거나 귀하의 언어로 된 서면 정보를 받아보려면 수신자 부담 회원/고객 서비스 번호로 전화하십시오.
Armenian	**ԿԱՐԵՎՈՐ**. Ձեզ կարող է անվճար տրամադրվել բանավոր թարգմանիչ ձեր բժշկի կամ առողջապահական ծրագրի հետ կապ հաստատելու համար: Ձեր լեզվով բանավոր թարգմանչի ծառայություններից օգտվելու կամ ձեր լեզվով գրավոր տեղեկատվության մասին անվճար հարցում կատարելու համար խնդրում ենք զանգահարել ձեր անդամների/հաճախորդների սպասարկման անվճար համարին:
Russian	**ВАЖНО**! Вы можете воспользоваться услугами бесплатного переводчика для разговора с врачом или обсуждения плана медицинского страхования. Чтобы заказать услугу устного перевода на ваш язык или запросить бесплатную информацию на вашем языке в письменном виде, звоните по бесплатному телефону для участников/в отдел обслуживания.
Japanese	**重要**：主治医や保険会社と話をする際には、無料で通訳をつけることができます。日本語通訳を依頼したり、日本語情報を無料で入手したい場合は、フリーダイヤルの会員/顧客サービス番号にお電話ください。
Persian	**نکته مهم**:برای صحبت با پزشک یا برنامه مراقبت بهداشتی خود می‌توانید از خدمات مترجم شفاهی رایگان استفاده کنید. برای دریافت خدمات مترجم شفاهی به زبان خود یا پرسش در مورد دریافت اطلاعات کتبی رایگان به زبان خود، لطفاً با شماره رایگان خود /شماره خدمات مشتری تماس بگیرید.
Punjabi	**ਮਹੱਤਵਪੂਰਣ**: ਤੁਸੀਂ ਆਪਣੇ ਡਾਕਟਰ ਨਾਲ ਜਾਂ ਹੈਲਥ ਪਲਾਨ ਬਾਰੇ ਗੱਲ ਕਰਨ ਲਈ ਮੁਫ਼ਤ ਵਿੱਚ ਦੁਭਾਸ਼ੀਆ ਪ੍ਰਾਪਤ ਕਰ ਸਕਦੇ ਹੋ। ਆਪਣੀ ਭਾਸ਼ਾ ਵਿੱਚ ਮੁਫ਼ਤ ਵਿੱਚ ਦੁਭਾਸ਼ੀਆ ਪ੍ਰਾਪਤ ਕਰਨ ਲਈ ਜਾਂ ਆਪਣੀ ਭਾਸ਼ਾ ਵਿੱਚ ਲਿਖਤੀ ਜਾਣਕਾਰੀ ਮੰਗਣ ਲਈ, ਕਿਰਪਾ ਕਰਕੇ ਆਪਣੇ ਟੋਲ-ਫ੍ਰੀ ਮੈਂਬਰ ਨੂੰ/ਕਸਟਮਰ ਸਰਵਿਸ ਨੰਬਰ 'ਤੇ ਕਾਲ ਕਰੋ।

Khmer	**សំខាន់៖** អ្នកអាចទទួលបានអ្នកបកប្រែដោយឥតគិតថ្លៃដើម្បីពិភាក្សាជាមួយវេជ្ជបណ្ឌិត ឬផែនការសុខភាពរបស់អ្នក។ ដើម្បីទទួលបានអ្នកបកប្រែជាភាសារបស់អ្នក ឬសួរអំពីព័ត៌មានសរសេរជាភាសារបស់អ្នកដោយឥតគិតថ្លៃ សូមទូរស័ព្ទទៅកាន់លេខសមាជិកដោយឥតគិតថ្លៃ ឬសេវាអតិថិជន។
Arabic	**مهم**: يمكنك الحصول على مُترجم شفهي دون تكبد أي تكلفة، للتحدث مع طبيبك أو الخطة الصحية الخاصة بك. للحصول على مُترجم شفهي إلى لغتك أو السؤال عن معلومات مكتوبة بلغتك دون تكبد أي تكلفة، يرجى الاتصال برقم الاتصال المجاني/ رقم خدمة العملاء.
Hmong	**TSEEM CEEB**: Koj tuaj yeem tau txais ib tug neeg txhais lus pub dawb mus tham nrog koj tus kws kho mob los sis tus muab kev tuav pov hwm kev noj qab haus huv. Txhawm rau kom tau txais ib tus neeg txhais koj hom lus los sis thov ib qho ntaub ntawv sau ua koj hom lus pub dawb, thov hu rau koj tus xov tooj hu dawb/tus naj npawb xov tooj pab cuam cov neeg siv kev pab cuam.
Thai	**สำคัญ**: คุณสามารถใช้ล่ามในการพูดคุยกับแพทย์หรือการวางแผนสุขภาพได้โดยไม่มีค่าใช้จ่าย หากต้องการใช้ล่ามในภาษาของคุณ หรือสอบถามเกี่ยวกับข้อมูลลายลักษณ์อักษรในภาษาของคุณโดยไม่มีค่าใช้จ่าย โปรดติดต่อหมายเลขโทรฟรีสำหรับสมาชิก/บริการลูกค้า
Hindi	**महत्वपूर्ण**: आप अपने डॉक्टर से या स्वास्थ्य योजना को लेकर बात करने के लिए बिना किसी शुल्क के इंटरप्रेटर प्राप्त कर सकते हैं। अपनी भाषा में इंटरप्रेटर पाने के लिए या बिना किसी शुल्क के अपनी भाषा में लिखित जानकारी मांगने के लिए, कृपया अपने टोल-फ्री सदस्य/ग्राहक सेवा नंबर पर कॉल करें।
Laotian	**ສຳຄັນ**: ທ່ານສາມາດໄດ້ຮັບນາຍແປພາສາຜູ້ໜຶ່ງໂດຍບໍ່ເສຍຄ່າເພື່ອລົມກັບທ່ານໝໍຂອງທ່ານ ຫຼື ແຜນສຸຂະພາບ. ເພື່ອຮັບນາຍແປພາສາເປັນພາສາຂອງທ່ານ ຫຼື ເພື່ອຂໍຂໍ້ມູນເປັນລາຍລັກອັກສອນເປັນພາສາຂອງທ່ານໂດຍບໍ່ເສຍຄ່າ, ກະລຸນາໂທຫາເບີໂທ ບໍລິການ ສະມາຊິກ/ລູກຄ້າ ທີ່ບໍ່ເສຍຄ່າ.

Exhibit #1 - General Employees

Magellan Health Services of California, Inc.-Employer Services
Employee Assistance Program
Combined Evidence of Coverage and Disclosure Form

The purpose of this Combined Evidence of Coverage and Disclosure Form is to let you know the terms and conditions of your EAP benefit. You have the right to review this document before you receive EAP services. We encourage you to read this form completely and carefully. If you have any special mental health care needs, you should read carefully the sections of this form that may apply to those needs. **This Combined Evidence of Coverage and Disclosure Form is only a summary of your plan. The EAP plan contract must be consulted to determine the exact terms and conditions of coverage.** A copy of the plan contract will be furnished upon request. If you would like additional information about your EAP benefit, please call us toll-free at the telephone number on the attached Benefit Schedule.

IMPORTANT:
Can you read this in English? If not, we can ask someone to help you read it. You can get a free interpreter to talk to your provider or health plan. For free help finding an interpreter in your language or to request written information in your language, please call your toll free number.

IMPORTANTE:
¿Puedes leer esto en inglés? Si no, podemos pedirle a alguien que le ayude a leerlo. Puede conseguir un intérprete sin costo para hablar con su proveedor o plan de salud. Para obtener ayuda gratuita para conseguir un intérprete en su idioma o para solicitar información escrita en su idioma, llame a su número gratuito.

P.O. Box 710430
San Diego, CA 92171
800-424-1565 (option 6)

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Introduction

The EAP is a confidential personal consultation program provided through Magellan Health Services of California, Inc.—Employer Services* to help you and your ***eligible dependent***s deal with personal problems. It is in addition to benefits available under your health benefit plan. You can call us 24 hours a day, seven days a week, via a toll-free telephone number for ***Crisis Counseling*** and to obtain referrals to ***EAP counselors*** and other community resources.

Definitions

Brief counseling: Outpatient counseling that is problem-focused; that emphasizes skills and strengths and encourages practicing new behaviors; that involves setting goals achievable in a one to five month period; that involves interpretation, suggestions, and a framework provided by the counselor; that you may utilize alone or together with others who are important to resolution of your problem.

Crisis Counseling: The process of responding to a request for immediate services in order to determine whether an ***Emergency*** exists and, based on that determination, of making a referral to ***Emergency Behavioral Health Services and Care***, to community resources, or to an ***EAP counselor***. ***Crisis Counseling*** includes communication with the person in crisis that is focused on defusing the person's severe emotional reaction to a situation in order to enable that person to accept the referral and deal with the immediate crisis without causing harm to self or others.

Domestic Partner: a person of the same or opposite sex who shares your permanent residence; has resided with you for at least one year; is at least 18 years of age and not a blood relative; and is financially interdependent with you through common ownership or lease of real property; joint ownership of a motor vehicle; a joint bank account or a joint credit account; and/or other indicators of financial interdependence.

EAP counselor: A psychologist, clinical social worker, marriage, family and child counselor or other professional who is licensed under applicable state law to deliver counseling services and who is contracted with us to provide EAP services.

Eligible dependent: A person eligible for EAP coverage through his or her relationship with an eligible employee of the ***plan sponsor***. ***Eligible dependents*** may include your spouse, your children, your ***domestic partner***, or members of your household. Ask the ***plan sponsor*** who qualifies as an ***eligible dependent*** under your EAP.

Emergency Behavioral Health Services and Care: Screening, examination, and evaluation services that are furnished in order to evaluate and/or stabilize an individual experiencing an emergency medical condition (including emergency mental health or substance abuse conditions).

Emergency: A medical condition manifesting itself by acute symptoms of sufficient severity (including pain) that the absence of immediate medical attention could reasonably be expected to result in death or serious bodily (or psychological) harm to you and/or others.

Episode of care: A continuous course of counseling for a specific ***problem*** or set of ***problems***, up to the number of ***sessions*** allowed by your EAP.

Fraud: Knowingly making, or causing or permitting to be made, false statements in order for you or another person to obtain EAP services or payment to which you or the other person are not entitled. ***Fraud*** includes any act that constitutes fraud under applicable federal or state law.

Grievance: Any written or oral expression of dissatisfaction regarding us and/or a provider, including quality of care concerns. The term "grievance" includes any complaint, dispute, request for reconsideration, or appeal made by you or your representative.

Grievant: The person who files a ***grievance***, which may include you, a representative designated by you, or other individual with authority to act on behalf of you.

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* Magellan Health Services of California, Inc.-Employer Services is a subsidiary of Magellan Health Services, Inc. that provides services in California and is licensed by the California Department of Managed Health Care.

Plan sponsor: The employer that contracts with us to provide EAP services to its employees or members, respectively, and their ***eligible dependent***s.
Problem: A specific personal issue, concern, or type of matter or situation for which you obtain assistance from the EAP in attempting to resolve.
Session: A fifty (50) minute visit by one or more participants, individually or with members of his/her family, with an ***EAP counselor*** to discuss personal problems.
Us, We, Our: Magellan Health Services of California, Inc.—Employer Services, your EAP program administrator.
You, Your: The person eligible for EAP services as an employee of a ***plan sponsor***.

Eligibility and Coverage

Ask your ***plan sponsor*** who is eligible to receive EAP services.

❖ Start and end of coverage

If you are eligible, your coverage begins on the first day of your employment by the ***plan sponsor*** and remains in effect so long as you are still eligible and our contract with the ***plan sponsor*** remains in effect. If your coverage ends after you have received your first ***session*** with the ***EAP counselor***, but before you have received the full number of ***sessions*** for which you are eligible, you may still receive the full number, as clinically appropriate. If your coverage ends, regardless of the reason, you do not have any right to renewal or reinstatement except as described below under Individual Continuation of Group Benefits.

❖ Termination of benefits

In most cases, your coverage will end when our contract with the ***plan sponsor*** terminates. There are also some circumstances when your coverage may end even though the contract remains in effect, for example, when you are no longer eligible to receive EAP benefits as an employee of the ***plan sponsor*** or an ***eligible dependent***. Your coverage cannot be canceled or not renewed because of your health status or your use of the EAP. If you think this has happened, you may request review by the Director of the California Department of Managed Health Care and/or call us at the toll-free number on the attached Benefit Schedule or send us a written complaint as described below.

- Termination of contract with ***plan sponsor*** for nonpayment – If the ***plan sponsor*** fails to pay our fees, we may terminate the contract for nonpayment. We will first give the ***plan sponsor*** 15 days notice of our intent to terminate the contract for non-payment. If payment is not received within those 15 days, we will terminate the contract; the ***plan sponsor*** will furnish you notice of the termination and coverage will terminate 15 days after the notice to you. After termination, we will permit reinstatement of the contract as if it had not been terminated once during any 12-month period if the ***plan sponsor*** pays the delinquent fees before the next payment date.
- Loss of eligibility -- Your coverage will end on the day you cease to be eligible under your ***plan sponsor's*** eligibility criteria (for example, if you separate from your ***plan sponsor*** or are no longer an ***Eligible Dependent***). (See also the section below on Individual Continuation of Group Benefits.)
- Termination of coverage based on your conduct:
  - We reserve the right to cancel your coverage for ***fraud*** or deception in the use of EAP services. ("***Fraud***" means knowingly making, or causing or permitting to be made, false statements in order for you or another person to obtain EAP services or payment to which you or the other person are not entitled. ***Fraud*** includes any act that constitutes fraud under applicable federal or state law.) Cancellation is effective immediately on the date we mail notice of cancellation, unless the notice specifies a later date.

❖ Dependent coverage

Your ***eligible dependents*** are covered during the same time you are.

Prepayment Fees

Your ***plan sponsor*** pays us the full cost of the EAP, including services provided to you. You have no obligation to pay any amount to enroll in the EAP or to obtain EAP services; there are no premiums, co-payments, co-insurance, or deductible payments applicable to EAP services.

Other Charges

Your ***plan sponsor*** pays us the full cost of the EAP, including services provided to you. You have no obligation to pay any amount to enroll in the EAP or to obtain EAP services; there are no premiums, co-payments, co-insurance, or deductible payments applicable to EAP services.

Reimbursement Provisions

Because we pay the ***EAP counselors***, you do not have to file any claims for EAP services. All ***EAP counselors*** are under contract with us. By law, every contract between us and our ***EAP counselors*** provides that you will not be liable to the counselor for EAP services you receive, even if the counselor does not receive payment from us. You should not make an agreement with any ***EAP counselor*** to pay the counselor for EAP services. You will be responsible to pay for the services if you and the ***EAP counselor*** decide additional services not covered by the EAP are necessary, if you obtain EAP services from a counselor who does not have a contract with us, or if you access a contracted ***EAP counselor*** directly, without first using our provider search online or calling us at the toll-free number to request EAP services. Sometimes your group health plan will cover these costs. You should check whether your group health plan covers the cost of health care services to which you are referred. The decision to use any outside resources will be up to you. If, in the unlikely event of a mistake, the ***EAP counselor*** requires you to pay for EAP services, you may call the toll-free number on the attached Benefit Schedule, or send a letter to Comment Coordinator, Magellan Health Services of California, Inc.—Employer Services, at the address on the first page, so that we can arrange for your reimbursement.

Confidentiality

The EAP is designed as a confidential program and we are committed to protecting your privacy. Your confidentiality is protected by law. In most cases, EAP counseling offices are located away from the worksite. The discussions you have with your ***EAP counselor*** will not be disclosed to anyone outside the EAP without your written consent, except in the specific instances required or permitted by law (for example, where child abuse or elder abuse must be reported). You are encouraged to discuss the rules of confidentiality (and the exceptions) directly with your ***EAP counselor***. A STATEMENT DESCRIBING OUR POLICIES AND PROCEDURES FOR PRESERVING THE CONFIDENTIALITY OF MEDICAL RECORDS IS AVAILABLE AND WILL BE FURNISHED TO YOU UPON REQUEST. Please also see our Privacy Notice below.

Description of EAP Services

The EAP provides personal consultation services to assist you in resolving a range of personal problems, including, but not limited to:

- work-related issues
- parenting concerns
- marriage and family distress
- relationship issues
- use and misuse of alcohol and drugs, and co-dependency issues
- stress related to financial and legal problems
- emotional stress
- life crises
- other similar personal problems

The personal consultation services consist of an assessment of your problem by a licensed mental health professional, and, as clinically appropriate:

- ***brief counseling***; or
- a referral to a resource in your community for treatment. If you are referred for treatment beyond the personal consultation services, with your permission, we may also follow up to monitor the effectiveness of the assistance you receive.

See the attached Benefit Schedule for the number of ***sessions*** in your program.

The EAP personal consultation service includes only assessment, ***brief counseling***, referral to treatment providers for longer-term or specialized treatment, and follow-up on referrals. You and your ***eligible dependents*** are eligible to receive up to the number of ***sessions*** per problem indicated on the attached Benefit Schedule, as clinically appropriate. If you obtain in-person counseling for a problem together with an ***eligible dependent***, such as your spouse, the total number of in-person sessions for which you and the other person are eligible for that problem is still the number of ***sessions*** in your program. The number of ***sessions*** does not double when two persons participate in counseling or triple when three persons participate. If the ***EAP counselor*** determines after one or two ***sessions*** that your problem or condition cannot be resolved in ***brief counseling***, the ***EAP counselor*** will assist you in transitioning out of the EAP to a provider who is appropriate for your problem or condition. At that point, no further EAP ***sessions*** are available, except in connection with transition to another provider. This may occur, for example, if the ***EAP counselor*** assesses that you have a problem or condition that requires more ***sessions*** than the number available under the EAP or that you have a condition that requires treatment by a psychiatrist.

Exclusions

Your EAP does not provide or pay for:

- Medical care, including services for a condition that requires psychiatric treatment (for example, a psychosis)
- Inpatient treatment
- Services by providers who are not part of our ***EAP counselor*** network
- EAP ***sessions*** that were not accessed through our toll-free telephone number or our on-line self-referral service for the particular ***episode of care***
- Psychological, psychiatric, neurological, educational, or IQ testing
- Remedial and social skills education services, such as evaluation or treatment of learning disabilities, learning disorders, academic skill disorders, language disorders, mental retardation, motor skill disorders, or communication disorders; behavioral training; cognitive rehabilitation
- Medication, medication management. If you have a mental health or substance abuse condition for which medication is required, you must see a doctor to prescribe the medication and oversee your use of the medication.
- Evaluations for fitness for duty or excuses for leaves of absence or time off
- Examinations and diagnostic services in connection with obtaining employment or a particular employment assignment, admission to or continuing in school, securing any kind of license (including professional licenses), obtaining any kind of insurance coverage
- Court-mandated counseling, evaluations required by a state or federal judicial officer or other governmental official or agency or to be used in legal actions of any kind (for example, child custody proceedings)
- Testimony in legal proceedings, creation of records for legal proceedings or other preparation for legal proceedings
- Guidance on workplace issues when you sue, or threaten to sue, your ***plan sponsor***
- Acupuncture
- Biofeedback & hypnotherapy

- Group Counseling
- Services to permit members to fulfill any group health plan prerequisite that EAP services be utilized prior to behavioral health benefits becoming available

In addition, referrals given in connection with EAP services are not endorsements or guarantees for the programs or providers to which you are referred. You are encouraged to discuss any concerns about resources with your ***EAP counselor.***

Access to Services

To access employee assistance services, you must access Member.MagellanHealthcare.com or call us at the toll-free number on the attached Benefit Schedule for the particular ***episode of care.*** Our customer service representatives and care managers are available to take your call 24 hours/day, 365 days/year.

❖ **Personal consultation services**

If you are seeking consultation about a personal problem, our customer service representative or care manager will ask you to briefly describe the problem for which you are seeking assistance. If you want to be seen by an ***EAP counselor***, we will give you information about ***EAP counselors*** in the area where you would like to be seen. If you like, you may review a list of ***EAP counselors*** on our website Member.MagellanHealthcare.com, before you call. After we set up an EAP case for you, you may schedule an appointment with the ***EAP counselor*** for a time convenient to you and the ***EAP counselor***. ***EAP counselors*** have office hours during normal business hours; some ***EAP counselors*** are open during evenings and weekends. You may schedule an appointment with the ***EAP counselor*** for a time convenient to you and the ***EAP counselor***. If you cannot keep a scheduled appointment with the ***EAP counselor*** – whether the first appointment or a later appointment – you must notify the counselor's office at least 24 hours before the appointment time.

❖ **Crisis services – What to do in an Emergency**

If you have an emergency medical condition that requires emergency treatment, we recommend that you go immediately to the nearest hospital emergency room or trauma center or call "911" or the appropriate local telephone number for emergency services. In crisis situations, you may call us, toll-free, any time, day or night, 7 days a week, for ***crisis counseling***. A licensed counselor will speak with you about your current situation. If you are in need of ***Emergency Behavioral Health Services and Care***, the counselor will direct you to an appropriate resource in your community. The EAP does not cover medical care.

Choice of Providers

❖ **Our provider network**

EAP services are available only through the network of independent ***EAP counselors*** with whom we have contracted. Each ***EAP counselor*** has at least a master's level degree in a behavioral health field, a current, valid license to practice behavioral health, and professional behavioral health experience. ***EAP counselors*** most frequently include social workers, psychologists, and marriage and family therapists. Because EAP services are designed to assist with problems that do not require psychiatric treatment, ***EAP counselors*** are rarely psychiatrists. However, a small number of psychiatrists are ***EAP counselors;*** you may utilize those ***EAP counselors*** just the same as other ***EAP counselors***. We pay our contracted ***EAP counselors*** for their services on a fee-for-service basis; we do not use any financial incentives for the ***EAP counselors*** to reduce or limit their services to you. If you would like more information about our provider network, you may contact us at the toll-free number on the attached Benefit Schedule or check on-line at Member.MagellanHealthcare.com.

❖ **Your Liability for payment**

If you choose to obtain EAP services from a counselor who is not on our provider network, you will be responsible to pay for the services.

❖ **Choosing or changing a provider**

Only ***EAP counselors*** in our network of providers are eligible to provide EAP services. You may review a list of our ***EAP counselors*** in your area at any time. However, you must engage Magellan online or call us at the toll-free number for a referral for EAP services (see Access to Services section). To obtain a list of ***EAP counselors***, call the toll-free telephone number on the attached Benefit Schedule, write to the Network Department at the address on the first page, or check on-line at Member.MagellanHealthcare.com. Because we update the list on a regular basis, it is subject to change without notice. If you are dissatisfied with your ***EAP counselor***, we will make another ***EAP counselor*** available to you, whenever possible. Simply call the toll-free number on the attached Benefit Schedule. We do not guarantee the initial or continued availability of any particular ***EAP counselor***.

❖ **Continuation after *EAP counselor* leaves our provider network**

If we terminate our contract with the ***EAP counselor*** you are seeing, but you wish to continue to see the counselor to complete your EAP services, in most cases, you may do so, provided that additional EAP ***sessions*** are available and clinically appropriate. You may simply continue seeing the counselor, without seeking our approval. However, we will contact you to arrange for referral to another contracted counselor in the following circumstances:

- If your ***EAP counselor*** refuses to continue to see you on the same terms and conditions after termination of his/her contract, or
- If we terminate your ***EAP counselor*** because of ***fraud***, criminal activity, or incompetence or unprofessional conduct likely to be harmful to client safety or to delivery of client care.

❖ **Continuation with a non-contracted provider when you become eligible for our EAP services**

If you are receiving EAP services through another EAP organization when your employer switches EAP vendors to us, it is likely that the other organization will continue to cover that ***episode of care*** until its completion. However, if at the time of the switch, you have not completed an ***episode of care*** from a provider not contracted with us for an acute, serious, or chronic mental health condition, upon your request, we may allow you to complete the ***episode of care*** with the non-contracted provider. In deciding whether to allow a provider not contracted with us to furnish you EAP services, we will take into account the severity of your condition, the amount of time needed to transition to a new, contracted ***EAP counselor***, and the willingness of the provider to agree to our standard provider contract. If you would like information about continuing with a non-contracted provider when you switch to our EAP, call the toll-free number on the attached Benefit Schedule.

Facilities

In most areas, the offices of our ***EAP counselors*** are located close to where you work or live. To find out the locations of ***EAP counselors***, call the toll-free number on the attached Benefit Schedule or check our website at Member.MagellanHealthcare.com.

Second Opinions

If you have questions about the ***EAP counselor's*** assessment of your problem or the action plan developed with the ***EAP counselor*** or if the ***EAP counselor*** is unable to make an assessment, you may contact us to discuss the assessment or action plan. You may also contact us to discuss any concerns or questions you have if your problem is not improving within an appropriate time period. After discussing the issues with our care manager, you may request a second opinion. If we determine a second opinion is clinically appropriate and you have EAP ***sessions*** left, our care manager will refer you to an appropriately qualified professional -- a licensed behavioral health care provider acting, within the scope of his or her

practice, who has a clinical background, including training and expertise, in connection with the condition or conditions for which you request a second opinion -- who will provide a second opinion. In a case involving an imminent, serious health threat, we will process your request on an expedited basis. If you would like additional information regarding the availability of a second opinion, call us toll-free at the number on the attached Benefit Schedule or write to us at the address on the first page.

Disputes and Grievances

If you have a ***grievance*** regarding any of our services or the services of any ***EAP counselor***, or you have a dispute about our services, you may call the toll-free number on the attached Benefit Schedule, or send a letter to Comment Coordinator, Magellan Health Services of California, Inc.—Employer Services, at the address on the first page. You may make your ***grievance*** by telephone or in writing or on-line through Member.MagellanHealthcare.com. You may request a ***grievance*** form to submit your ***grievance*** in writing. If you need assistance completing the ***grievance*** form, please contact us at the toll-free number on the attached Benefit Schedule. If possible, we will respond to your inquiry immediately. We will provide you with written acknowledgement of your complaint within five (5) calendar days except when your complaint does not relate to coverage under the EAP and we are able to resolve your complaint by the next business day. We will resolve your ***grievance*** within thirty (30) calendar days following our receipt of your complaint. We will offer you a resolution in writing, explaining the reasons for our resolution. If your complaint or ***grievance*** is of an urgent nature you may call us at the toll-free number on the attached Benefit Schedule and let us know that you have an urgent ***grievance***. (An urgent complaint or ***grievance*** is a complaint or ***grievance*** that involves an imminent and serious threat to your health, including but not limited to, severe pain, potential loss of life, limb, or major bodily function.) We will conduct an expedited review and provide you with a written statement of our resolution within three (3) calendar days of receipt of the complaint or ***grievance***. You have the right to immediately contact the California Department of Managed Health Care; you do not have to participate in our ***grievance*** process before asking the Department of Managed Health Care to review your urgent complaint or ***grievance***. You may file a ***grievance*** up to 180 calendar days following any incident or action that is the subject of your dissatisfaction.

Department of Managed Health Care

The California Department of Managed Health Care is responsible for regulating health care service plans. If you have a ***grievance*** against your health plan, you should first telephone your health plan at **1-800-523-5668** and use your health plan's ***grievance*** process before contacting the department. Utilizing this ***grievance*** procedure does not prohibit any potential legal rights or remedies that may be available to you. If you need help with a ***grievance*** involving an emergency, a ***grievance*** that has not been satisfactorily resolved by your health plan, or a ***grievance*** that has remained unresolved for more than 30 days, you may call the department for assistance. You may also be eligible for an Independent Medical Review (IMR). If you are eligible for IMR, the IMR process will provide an impartial review of medical decisions made by a health plan related to the medical necessity of a proposed service or treatment, coverage decisions for treatments that are experimental or investigational in nature and payment disputes for emergency or urgent medical services. The department also has a toll-free telephone number **(1-888-466-2219)** and a TDD line **(1-877-688-9891)** for the hearing and speech impaired. The department's internet web site **www.dmhc.ca.gov** has complaint forms, IMR application forms and instructions online.

Provisions Regarding *Fraud*

We have put in place an anti-fraud program to detect, deter, and fully investigate suspected ***fraud*** on the part of our counselors, affiliates, staff and/or members. To maximize protection against ***fraud***, we have an anti-fraud hotline to allow you and all of our providers, affiliates, and staff to report suspicions of ***fraud***. If you suspect ***fraud*** related to submission of claims or other activities related to your EAP benefit, please contact our anti-fraud hotline at 1-800-443-5704.

Public Policy Participation

If you are interested, you can have a voice in our policy-making process. We maintain a Public Policy Committee that meets on a quarterly basis to establish the public policy for us. Call us with your ideas and/or your interest in serving on the Public Policy Committee at 1-800-424-1565 ext. 7109 or write to Magellan Health Services of California, Inc.-Employer Services, Public Policy Committee at P.O. Box 710430, San Diego, CA 92171.

Organ Donations

We encourage you to consider making a commitment to organ or tissue donation and to talk to your family or next of kin about your decision. When you donate an organ or tissue, you give someone else the chance to live. For information about how to become an organ donor, you can contact Health Resources and Services Administration (HRSA) at http://www.organdonor.gov/ or HRSA, U.S. Department of Health and Human Services, Parklawn Building, 5600 Fishers Lane, Rockville, Maryland 20857, or the Coalition on Donation at coalition@shareyourlife.org or 700 North 4th Street, Richmond, VA 23219.

Renewal Provisions

The contract with your ***plan sponsor*** is renewable at the option of the ***plan sponsor***. We may change our fees, services, or the terms of the contract with your ***plan sponsor*** on any renewal of the contract unless otherwise mandated by law. If we do make any changes, we will give your ***plan sponsor*** at least 30 days advance notice of the change. While the number or type of EAP ***sessions*** you receive may change in such cases, it is unlikely that your eligibility for EAP services will be affected. We can choose not to renew at all if the ***plan sponsor*** fails to pay our fees, commits ***fraud*** or intentionally misrepresents material facts, or fails to comply with a material provision of the contract. If we choose to cancel or not renew the EAP contract with your ***plan sponsor***, your ***plan sponsor*** will notify you at least 15 days prior to the termination date.

Individual Continuation of Group Benefits

You and/or members of your family may be able to continue coverage for EAP services on an individual basis, at your/their cost, after termination of your employment or other loss of your eligibility, break-up of your family, or your death under the federal COBRA law. If you have questions whether COBRA continuation benefits are available in connection with the EAP, ask your ***plan sponsor***.

Language Assistance

As an EAP plan member, you have the right to interpreter services in your language, at no cost to you, to help you get EAP services. For help with getting an interpreter, please call us toll-free at the telephone number on the attached Benefit Schedule, 24 hours a day, 7 days a week. To request this entire document in your language, call us toll-free at 800-424-1565 (option 6).

Further Information

Your ***plan sponsor*** may provide brochures and other materials on the EAP. In addition, our website, Member.MagellanHealthcare.com, has information about EAP services. If there are slight variances between the website or the materials furnished by your ***plan sponsor*** and this form, this form should be regarded as more accurate. If you desire more information, call us toll-free at the number on the attached Benefit Schedule.

Your Responsibilities

This document has identified our responsibilities in providing EAP services to you and your family. Our effectiveness is enhanced when you also understand your responsibilities when using our EAP services.

- You have the responsibility to give the ***EAP counselor*** the information he or she needs, so the ***EAP counselor*** can deliver the best possible care.
- You have the responsibility to ask your ***EAP counselor*** questions about your care, so you understand your care.
- You have the responsibility to follow your counseling plan. The plan of care is to be agreed upon by you and the ***EAP counselor***.
- You have the responsibility to keep your appointments. If you cannot keep an appointment, you must call your ***EAP counselor's*** office at least 24 hours before the appointment time.
- You have the responsibility to let your ***EAP counselor*** know when the counseling plan is not working for you.
- You have the responsibility to report ***fraud*** to us.
- You have the responsibility to openly report concerns about quality of care.
- You have the responsibility to treat those giving you care with dignity and respect.

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SCHEDULE OF BENEFITS

EAP Services

- Personal consultation (assessment and ***brief counseling*** or referral, as appropriate) with an ***EAP counselor*** -- Up to 10 ***sessions*** per ***problem*** per year, as clinically appropriate
- Follow-up

Toll-Free Telephone Number for service access, questions about the EAP, the availability of a second opinion, and complaints: 1-800-523-5668. If you are speech or hearing impaired, call us toll-free at 1-800-456-4006 (TDD) for assistance.

There are no premiums, copayments, coinsurance, or deductible payments.

THIS NOTICE DESCRIBES HOW YOUR HEALTH INFORMATION MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.

PLEASE READ THIS NOTICE CAREFULLY.

USES AND RELEASES OF PROTECTED HEALTH INFORMATION (PHI)

We believe in protecting the privacy of your health information. We may use or disclose your Protected Health Information (PHI) only for very specific reasons. **PHI is any information related to health that identifies an individual.** This information can be electronic or in any other format. Different types of uses and disclosures are listed and explained below. Note: An example is not given for every use or disclosure reason.

When disclosing or using PHI, we will use the least amount of information necessary. If we need to use or release information in a way that is not generally described in this notice, we will contact you for your written permission before the proposed use or disclosure.

TYPES OF USES OR RELEASES OF INFORMATION

Treatment

We may use and disclose PHI about you to assist in providing treatment or services. Treatment means the provision, coordination, or management of health care and related services by one or more providers, including the following activities:

- Coordinating health care or related services by a provider with a third party
- Consultation between providers relating to a patient
- The referral of a patient from one provider to another

For example, we may use the information you give us when we conduct an assessment, including an assessment for threat of violence (TOV). We may disclose your PHI when we refer you to an EAP counselor or coordinate your care.

Payment

We may use and disclose your PHI so that your treatment and services may be billed and payment collected from an insurance company or a third party. For example, we may submit information about you to your health plan or a claims payor, so your provider can be reimbursed for services to you. Our finance department will use information on the claim submitted by your EAP counselor to pay it.

Health Care Operations

We may use or disclose PHI to carry out health care operations. Examples of health care operations include such things as:

- Activities to analyze trends relating to improving health or reducing health care costs (called population-based activities);
- Case management and coordination of health care;
- Quality assurance activities (including audits by third parties);
- Contacting you or your provider with information about other forms of care.

We may use and disclose your PHI for these or other activities that fall under this definition, such as preventive treatment programs or fraud detection and investigation.

HEALTH OVERSIGHT ACTIVITIES

We may disclose PHI to a health oversight agency for compliance activities authorized by law. These activities are necessary for the government to oversee the health care system, compliance of benefits programs, and compliance with civil rights laws. Disclosures may occur through audits, investigations, licensure or disciplinary actions or civil, administrative or criminal proceedings. We will only disclose the minimum amount of information required by law.

Information Relating to the Treatment of Minors
Information relating to the treatment of minors will be kept private according to federal and state laws. Under California law, minors after age 12, may receive mental health and/or substance abuse treatment without permission from their parents. We follow all applicable laws that apply to the confidentiality of treatment for minors, including, without limitation, prohibiting the disclosure of sensitive information, as expanded under AB 1184 and related laws and regulations, to the parent or a minor, without the minor's written consent.

Health-Related Benefits or Services
On occasion, we may use and disclose PHI for preventive treatment reasons. Our preventive programs meet nationally recognized quality and preventive health standards.

Lawsuits and Disputes
We may disclose PHI in response to a subpoena or court order. We may also disclose PHI in response to legal cases that directly involve us or the group health plan through which you receive our services. All other disclosures for lawsuits or investigations will be made only with your written permission.

Appointment Reminders
We may use and disclose PHI to remind you of upcoming appointments.

Treatment Alternatives
We may use and disclose PHI to let you know about other types of care that may be of interest to you. All such communications are handled in a manner that protects your privacy.

Release of Information to Family Members
Subject to the provisions of AB 1184 relative to the disclosure of sensitive information, in an emergency, or if you are not able to provide permission, we may disclose limited information about your general condition or location to someone who is directly involved in your care or the payment of your care, or who can make decisions on your behalf.

Release of Information to the Armed Forces
If you are or were previously a member of the armed forces, we will disclose your PHI to the armed forces as required by law and subject to the provisions of AB 1184, including any restriction or prohibition of disclosure without the Enrollee's written release authorization where applicable. We will only disclose the minimum amount of information needed to carry out the purpose of the use or disclosure.

Release of Information to Workers Compensation or Similar Programs
We will not disclose PHI to workers compensation programs or other similar types of programs without your signed permission.

As Required or Permitted by Law for Public Safety
Subject to the provisions and limitations of AB 1184, we will disclose PHI when required or permitted to do so by law for public safety. Disclosures may be made to protect you from a serious threat to your health or safety or to protect the health or safety of another person. Disclosures may also be made when requested by federal officials for national security or intelligence activities or for the protection of public officials. We will only disclose the minimum amount of information needed and will follow specific legal guidelines.

Government Security Clearances
We may disclose PHI when required by law for government security clearances. We will only disclose the minimum amount of information needed for the clearance.

Public Health Risks
We may disclose PHI as authorized or required by law for public health activities. This includes reporting child abuse or neglect, adult abuse, unfavorable events, or product defect reporting. We will only disclose the minimum amount of information required by applicable law.

Inmates
If you are an inmate or are in the custody of law enforcement, we may disclose your PHI without your permission. We will only do this for your health care, for the health and safety of you or others, or the safety of, or further law enforcement on the property of the correctional facility.

Psychotherapy Notes
We rarely ask for psychotherapy notes or disclose psychotherapy notes to outside parties. Psychotherapy notes are defined as notes recorded by a mental health professional that consist of the written record or evaluation of the contents

of a conversation during a private counseling session or a group, joint, or family counseling session. These notes must be maintained separately from the rest of the individual's mental health/medical record. We may use and disclose psychotherapy notes as required by law (for example, to prevent a serious threat to health or safety) or to defend ourselves against a lawsuit by you.

Other Uses and Disclosures
Other uses and disclosures will be made only with your written permission. You are permitted to discontinue such permission at any time in writing. Requests to discontinue permission to use of disclose information will be honored except when we have already taken action based on your permission to use or disclose the information.

RIGHTS RELATED TO PHI

You have certain rights under federal privacy laws relating to your PHI. To exercise these rights, you must submit your request in writing to our Privacy Official at 300 Continental Boulevard Suite #240, El Segundo, CA 90245. For further information, you can also reach our Privacy Official by telephone at 1-800-424-1565.

Right to Request Restrictions on Uses and Disclosures
You have a right to request limits on certain uses and disclosures of PHI for treatment, payment or health care operations. We will consider each request but we are not required to agree to any requested limits. In certain cases, limits set on the disclosure of PHI may affect our ability to pay for your services. If you would like to request limits to the uses or disclosures of your PHI, you may contact the Privacy Official listed above.

Right to Receive Confidential Communications
You have a right to request that you receive confidential information relating to your PHI at an alternative location or by an alternative means if sending this information to your address in our file could put you in danger. All such requests must be made in writing by contacting the Privacy Official listed above. All reasonable requests will be granted. If you have a situation that requires that notices of your PHI be sent in a different form or to a different address, you may contact the Privacy Official.

Right to Inspect and Copy Protected Health Information
You have a right to review and ask for a copy of your PHI that is part of our designated record set. This right does not apply to psychotherapy notes, information gathered to prepare for civil, criminal or administrative actions or proceedings, or where law does not permit the release. There are also circumstances where we may deny your request. For example, there are situations in which a licensed health care professional may determine that disclosing the information could have an adverse effect on you or another person.

In such cases we will not disclose the information; however we may be able to disclose some information in our records. We also will not disclose information, such as a medical record, that was created by your provider. If you want that type of information, please contact your provider directly. If you would like to receive a copy of your PHI, you must send your request in writing to the Privacy Official. As allowed by state law, we may charge a reasonable fee to copy, process and mail your information.

Right to Amend Protected Health Information
You have the right to request that we change the information that we have in our records if you believe that the information is incorrect or incomplete. We may deny this request if we determine that the records are complete and accurate, or that we did not create the information you are requesting to change. We may also deny the request if the information is not part of our official records or access is otherwise restricted by law.

Right to Receive an Accounting of Disclosures
You have a right to receive a listing of PHI disclosures that have been made other than (i) those made for treatment, payment or health care operations, (ii) those made prior to April 14, 2003, (iii) those made with your written permission, and (iv) those made for law enforcement or national security purposes.

Right to Obtain a Paper Copy of this Notice
You have a right to receive a paper copy of this notice even if you have received a copy of this notice electronically. To request a paper copy of this notice, contact our Privacy Official.

OUR RESPONSIBILITIES UNDER THIS NOTICE

The law requires us to maintain the privacy of your PHI. The law also requires us to provide you with this notice of our legal duties and privacy practices with respect to your PHI. We are required to follow the terms of the privacy

notice that is currently in effect. We reserve the right to change the terms of this notice and to make the new notice provisions effective for all PHI that we maintain. Should the terms of this notice change in any way that would also change your rights, we will send you a notice of this change within 60 days.

QUESTIONS AND COMMENTS

Your opinion about our services is very important to us. We want to make sure that you fully understand your privacy rights. If you want more information about Protected Health Information you can go to the Department of Health and Human Services HIPAA Privacy web site, www.hhs.gov/ocr/ privacy/. If you have questions about this notice or your rights, contact our Privacy Official listed above.

COMPLAINTS

You may file a complaint with us if you feel that your privacy rights have been violated. All complaints must be submitted in writing. To file a HIPAA-related complaint, contact the Privacy Official listed above. You may also complain to the US Secretary of Health and Human Services. You will not receive a negative reaction from us because you filed a complaint.

Notice Informing Individuals About Nondiscrimination and Accessibility Requirements Discrimination is Against the Law

Magellan* complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, ancestry, religion, sex, marital status, gender, gender identity, sexual orientation, age, or disability. Magellan:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
  - Qualified sign language interpreters
  - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages.
  - You are entitled to full and equal access to services in accordance with the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973. If you have any questions or need further support, please call your toll-free customer service number.

If you need these services, contact your toll-free member/customer service number. If you need help contacting the member service center, please contact the Civil Rights Coordinator for assistance.

If you believe that Magellan Healthcare has failed to provide these services or discriminated in another way on the basis of race, color, national origin, ancestry, religion, sex, marital status, gender, gender identity, sexual orientation, age, or disability, you can file a grievance with:

Civil Rights Coordinator, Corporate Compliance
Department 8621 Robert Fulton Drive
Columbia MD
21046 Phone: 1-
800-424-7721
compliance@mage
llanhealth.com.

You can file a grievance by mail or email. If you need help filing a grievance, the Civil Rights Coordinator is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human
Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at https://ocrportal.hhs.gov/ocr/portal/lobby.jsf, or by mail or phone at:

U.S. Department of Health and
Human Services,
200 Independence Avenue, S.W.

Washington, D.C. 20201
1-800-368-1019, 800-537-7697 (TDD)
Complaint forms are available at http://www.hhs.gov/ocr/office/file/index.html.

*Magellan refers to all applicable subsidiaries and affiliates of Magellan Health, Inc. including but not limited to Magellan Healthcare, Inc., Magellan Pharmacy Services, Inc. and Magellan Complete Care.

English	**IMPORTANT**: You can get an interpreter at no cost to talk to your doctor or health plan. To get an interpreter in your language or to ask about written information in your language at no cost, please call your toll-free member/customer service number.
Spanish	**IMPORTANTE**: Usted puede obtener un intérprete sin costo alguno para hablar con su médico o plan de salud. Para obtener un intérprete en su idioma o para preguntar sobre la información escrita en su idioma sin costo alguno, llame al número gratuito de Servicios al Miembro/Cliente.
Chinese	**重要提示**：為方便**您與醫生或健康護理計劃人員交流，可以免費為您提供口譯**人員。 免費使用口譯人員或翻譯書面材料， 請致電**您的免費會員**/客戶服務號碼。
Vietnamese	**QUAN TRỌNG**: Quý vị có thể yêu cầu miễn phí một thông dịch viên để trao đổi với bác sĩ hoặc chương trình bảo hiểm của mình. Để có thông dịch viên hoặc yêu cầu văn bản thông tin miễn phí bằng ngôn ngữ của mình, vui lòng gọi số điện thoại miễn cước dành cho hội viên/dịch vụ khách hàng của quý vị.
Tagalog	**MAHALAGA**: Maaari kayong makakuha ng tagapagsalin nang libre upang makipag-usap sa inyong doktor o planong pangkalusugan. Upang makakuha ng tagapagsalin sa inyong wika o upang magtanong tungkol sa nakasulat na impormasyon sa inyong wika nang libre, mangyaring tumawag sa inyong toll-free na numero ng serbisyo sa miyembro/customer.
Navajo	**T'ÁÁ ÍYISÍÍ ÍLÍ**: Háida ná ata' hodoolnih ninízingo doo bąąhílínígóó ne'azee'ííl'íní doodaii' nits'íís binahat'á bína'ídidíiłkił. Nizaadji ata' hodoolnihígíí ninízingo doodaii' naaltsoos nizaad bee hadilyaa'ígíí nízingo doo bąąh yílínígóó bína'adidíikił, t'áá shǫǫdí béésh hane'é binómbo neiltsoosígíí bee hodíílnih.
Korean	**중요**: 의사 또는 의료 보험사와 상담하는 데 무료로 통역사를 이용할 수 있습니다. 무료로 귀하의 언어로 통역사를 이용하거나 귀하의 언어로 된 서면 정보를 받아보려면 수신자 부담 회원/고객 서비스 번호로 전화하십시오.
Armenian	**ԿԱՐԵՎՈՐ**. Ձեզ կարող է անվճար տրամադրվել բանավոր թարգմանիչ ձեր բժշկի կամ առողջապահական ծրագրի հետ կապ հաստատելու համար: Ձեր լեզվով բանավոր թարգմանչի ծառայություններից օգտվելու կամ ձեր լեզվով գրավոր տեղեկատվության մասին անվճար հարցում կատարելու համար խնդրում ենք զանգահարել ձեր անդամների/հաճախորդների սպասարկման անվճար համարին:
Russian	**ВАЖНО**! Вы можете воспользоваться услугами бесплатного переводчика для разговора с врачом или обсуждения плана медицинского страхования. Чтобы заказать услугу устного перевода на ваш язык или запросить бесплатную информацию на вашем языке в письменном виде, звоните по бесплатному телефону для участников/в отдел обслуживания.
Japanese	**重要**：主治医や保険会社と話をする際には、無料で通訳をつけることができます。日本語通訳を依頼したり、日本語情報を無料で入手したい場合は、フリーダイヤルの会員/顧客サービス番号にお電話ください。
Persian	**نکته مهم**:برای صحبت با پزشک یا برنامه مراقبت بهداشتی خود می‌توانید از خدمات مترجم شفاهی رایگان استفاده کنید. برای دریافت خدمات مترجم شفاهی به زبان خود یا پرسش در مورد دریافت اطلاعات کتبی رایگان به زبان خود، لطفاً با شماره رایگان خود /شماره خدمات مشتری تماس بگیرید.
Punjabi	**ਮਹੱਤਵਪੂਰਣ**: ਤੁਸੀਂ ਆਪਣੇ ਡਾਕਟਰ ਨਾਲ ਜਾਂ ਹੈਲਥ ਪਲਾਨ ਬਾਰੇ ਗੱਲ ਕਰਨ ਲਈ ਮੁਫ਼ਤ ਵਿੱਚ ਦੁਭਾਸ਼ੀਆ ਪ੍ਰਾਪਤ ਕਰ ਸਕਦੇ ਹੋ। ਆਪਣੀ ਭਾਸ਼ਾ ਵਿੱਚ ਮੁਫ਼ਤ ਵਿੱਚ ਦੁਭਾਸ਼ੀਆ ਪ੍ਰਾਪਤ ਕਰਨ ਲਈ ਜਾਂ ਆਪਣੀ ਭਾਸ਼ਾ ਵਿੱਚ ਲਿਖਤੀ ਜਾਣਕਾਰੀ ਮੰਗਣ ਲਈ, ਕਿਰਪਾ ਕਰਕੇ ਆਪਣੇ ਟੋਲ-ਫ੍ਰੀ ਮੈਂਬਰ ਨੂੰ/ਕਸਟਮਰ ਸਰਵਿਸ ਨੰਬਰ 'ਤੇ ਕਾਲ ਕਰੋ।

Khmer	**សំខាន់៖** អ្នកអាចទទួលបានអ្នកបកប្រែដោយឥតគិតថ្លៃដើម្បីពិភាក្សាជាមួយវេជ្ជបណ្ឌិត ឬផែនការសុខភាពរបស់អ្នក។ ដើម្បីទទួលបានអ្នកបកប្រែជាភាសារបស់អ្នក ឬសួរអំពីព័ត៌មានសរសេរជាភាសារបស់អ្នកដោយឥតគិតថ្លៃ សូមទូរស័ព្ទទៅកាន់លេខសមាជិកដោយឥតគិតថ្លៃ ឬសេវាអតិថិជន។
Arabic	**مهم**: يمكنك الحصول على مُترجم شفهي دون تكبد أي تكلفة، للتحدث مع طبيبك أو الخطة الصحية الخاصة بك. للحصول على مُترجم شفهي إلى لغتك أو السؤال عن معلومات مكتوبة بلغتك دون تكبد أي تكلفة، يرجى الاتصال برقم الاتصال المجاني/ رقم خدمة العملاء.
Hmong	**TSEEM CEEB**: Koj tuaj yeem tau txais ib tug neeg txhais lus pub dawb mus tham nrog koj tus kws kho mob los sis tus muab kev tuav pov hwm kev noj qab haus huv. Txhawm rau kom tau txais ib tus neeg txhais koj hom lus los sis thov ib qho ntaub ntawv sau ua koj hom lus pub dawb, thov hu rau koj tus xov tooj hu dawb/tus naj npawb xov tooj pab cuam cov neeg siv kev pab cuam.
Thai	**สำคัญ**: คุณสามารถใช้ล่ามในการพูดคุยกับแพทย์หรือการวางแผนสุขภาพได้โดยไม่มีค่าใช้จ่าย หากต้องการใช้ล่ามในภาษาของคุณ หรือสอบถามเกี่ยวกับข้อมูลลายลักษณ์อักษรในภาษาของคุณโดยไม่มีค่าใช้จ่าย โปรดติดต่อหมายเลขโทรฟรีสำหรับสมาชิก/บริการลูกค้า
Hindi	**महत्वपूर्ण**: आप अपने डॉक्टर से या स्वास्थ्य योजना को लेकर बात करने के लिए बिना किसी शुल्क के इंटरप्रेटर प्राप्त कर सकते हैं। अपनी भाषा में इंटरप्रेटर पाने के लिए या बिना किसी शुल्क के अपनी भाषा में लिखित जानकारी मांगने के लिए, कृपया अपने टोल-फ्री सदस्य/ग्राहक सेवा नंबर पर कॉल करें।
Laotian	**ສຳຄັນ**: ທ່ານສາມາດໄດ້ຮັບນາຍແປພາສາຜູ້ໜຶ່ງໂດຍບໍ່ເສຍຄ່າເພື່ອລົມກັບທ່ານໝໍຂອງທ່ານ ຫຼື ແຜນສຸຂະພາບ. ເພື່ອຮັບນາຍແປພາສາເປັນພາສາຂອງທ່ານ ຫຼື ເພື່ອຂໍຂໍ້ມູນເປັນລາຍລັກອັກສອນເປັນພາສາຂອງທ່ານໂດຍບໍ່ເສຍຄ່າ, ກະລຸນາໂທຫາເບີໂທ ບໍລິການ ສະມາຊິກ/ລູກຄ້າ ທີ່ບໍ່ເສຍຄ່າ.

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3s)

To: BOARD OF SUPERVISORS

From: Executive Office and Library

Meeting Date: July 29, 2025

Department Contact: Doug Anderson **Phone:** 707-234-6054

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Authorization to Award and Approval of an Agreement with Solano County Roofing, Incorporated in the Amount of $281,945 for the Willits Library Roof Replacement Project at 390 East Commercial Street in Willits for the Period of Sixty Calendar Days from the Date of Issuance of the Notice to Proceed; and Approval of the Willits Library Roof Replacement Project Plans and Specifications

Recommended Action/Motion:
Authorize award and approve Agreement with Solano County Roofing, Incorporated in the amount of $281,945 for the Willits Library Roof Replacement Project at 390 East Commercial Street in Willits for the period of sixty calendar days from the date of issuance of the notice to proceed; Approve the Willits Library Roof Replacement Project plans and specifications; and authorize Chair to sign same.

Previous Board/Board Committee Actions:
On April 22, 2025, the Board provided direction to staff to proceed with the Willits Roof and Solar project in phases, beginning with the Roof replacement under normal Public Contract Code bidding procedures.

Summary of Request:
Throughout most of 2024 and early 2025 staff proceeded with the Willits Library Roof and Solar Microgrid pilot project under the intention of utilizing an Energy Saving Performance Contracting (ESPC) model as allowed under Government Code section 4217.10 *et seq.*. Due to various factors including, the payback periods as shown in the cash flow analyses, additional costs associated with preventative maintenance required for the solar panels, the unknown costs related to tariffs, and the uncertainty around the incentive program administered under the current federal administration, staff ultimately determined the County would be unable to make the findings required by law to use the ESPC model for this project. The board concurred with the staff recommendation on April 22 to separate the Roof project to proceed as soon as possible under normal Public Contracting bidding procedures. Plans for the stand along project for the roof replacement were prepared and put out to bid on June 24, 2025, and opened on July 17th. The lowest responsive bid was received from Solano County Roofing, Incorporated in the amount of $281,945. Staff recommends award to the lowest responsive bidder. Staff have confirmed that the California State Library Building Forward, Library Infrastructure Grant has accepted the change in scope for the grant project.

Alternative Action/Motion:
Do not authorize award and provide direction to staff.

Item #: 3s)

Strategic Plan Priority Designation: An Effective County Government

Supervisorial District: District 3

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: CILB with 50% match from California State Library Building Forward Library Infrastructure Grant
current f/y cost: **$**281,945
budget clarification: N/A
annual recurring cost: None.
budgeted in current f/y (if no, please describe): Yes
revenue agreement: No

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Darcie Antle, CEO

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk
Date: July 29, 2025

Final Status: **Approved**
Executed Item Type: Agreement
Number: 25-129

BID DOCUMENTS

including Specifications
for the construction of:

The
COUNTY OF MENDOCINO

Willits Library Roof Replacement Project

390 East Commercial Street
Willits, CA 95490

Prepared by:
EXECUTIVE OFFICES
FACILITIES & FLEET DIVISION
841 LOW GAP ROAD
UKIAH, CA 95482

BID# 020-25

Date of Issue:
June 24, 2025

THIS AGREEMENT, made effective on the date it becomes fully executed by all parties, between the County of Mendocino, hereinafter called COUNTY, and **Solano County Roofing Inc., a California Company**, hereinafter called CONTRACTOR.

COUNTY and CONTRACTOR, for the consideration described below, named, agree as follows:

FIRST:CONTRACTOR shall furnish all labor, materials, equipment, mechanical workmanship, transportation, and services for the installation and completion of the **Willits Library Roof Replacement Project**, in accordance with the contract documents, including the Addenda thereto, all as adopted by COUNTY.

SECOND: The work under this contract described below shall be completed within sixty (60) calendar days from the date of the "Notice to Proceed".

THIRD: The Contract consists of the following documents, all of which are fully a part hereof as if herein set out in full, whether or not hereto attached:

1. Invitation to Bid
2. Instructions to Bidders
3. Bidding Documents
4. Agreement
5. General Conditions
6. Unforeseen Physical Conditions
7. Summary of Work
8. Temporary Facilities and Building Services
9. Project Plans and Drawings
10. Technical Specifications
11. Addendum to the Bid

FOURTH: COUNTY shall pay to CONTRACTOR, if CONTRACTOR is the successful bidder, as full consideration for the faithful performance of the Contract, the sum of:

Total Base Bid- Two Hundred and Seventy-One Nine Hundred and Forty-Five Dollars ($281,945.00)

This sum constitutes the base bid and the following allowances:

Allowance No. 1:- Dry-Rot and Unforeseen Conditions

Payment shall be made each month to CONTRACTOR in accordance with and subject to the provisions embodied in the Documents made a part of this Contract.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

DEPARTMENT HEAD DATE 07/18/2025

Budgeted: ☒ Yes ☐ No

Budget Unit: 1715

Line Item: 864360

Grant: ☐ Yes ☒ No

Grant No.: _____

CONTRACTOR/COMPANY NAME

By: _____

Date: 7/21/2025

NAME AND ADDRESS OF CONTRACTOR:

Solano County Roofing Inc., a California Company

4349 Cordelia Road

Fairfield, CA 94535-4201

COUNTY OF MENDOCINO

By: _____
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: 07/29/2025

By signing above, the signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

ATTEST:
DARCIE ANTLE, Clerk of said Board

By: _____
Deputy 07/29/2025

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: _____
Deputy 07/29/2025

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: _____
COUNTY COUNSEL

Date: 07/18/2025

INSURANCE REVIEW:

By: _____
Risk Management

Date: 07/18/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
Deputy CEO or Designee

Date: 07/18/2025

Signatory Authority: $0-25,000 Department; $25,001- 50,000 Purchasing Agent; $50,001+ Board of Supervisors
Exception to Bid Process Required/Completed ☐ _____
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: _____

HARCO NATIONAL INSURANCE COMPANY

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That we,

Solano County Roofing, Inc.

as Principal, and Harco National Insurance Company a corporation organized under the laws of the State of Illinois, and authorized to transact a general surety business in the State of California as Surety, are held and firmly bound unto

The COUNTY OF MENDOCINO

(hereinafter called the Obligee) in the full and just sum of

Ten Percent (10%) of the Total Amount of Bid ----------

Dollars, ($----------) for the payment whereof in lawful money of the United States, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said PRINCIPAL has submitted the accompanying bid for

Willits Library Roof Replacement Project

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, or in the event of the failure of the Principal to enter such Contract, If the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in the said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and Sealed this 14th day of July, 2025.

Solano County Roofing, Inc.

Principal

Harco National Insurance Company
Surety

By: _____
Christina Parsons, /Attorney-in-Fact

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Solano)

On 7-16-2025 before me, Sierra Jane Solbrack

personally appeared David Miller,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIERRA JANE SOLBRACK
COMM. #2375369
Notary Public - California
Solano County
My Comm. Expires Sep. 17, 2025

NRO1 NRO1

Signature _____ (Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Contra Costa)

On 07/14/2025 before me, Christopher Michael Howell, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Christina Parsons
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

CHRISTOPHER MICHAEL HOWELL
Notary Public - California
San Francisco County
Commission # 2464327
My Comm. Expires Sep 26, 2027

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Christina Parsons	Signer's Name:
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer Is Representing:	Signer Is Representing:

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POWER OF ATTORNEY

Bond # N/A

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

VALERIE TAKEUCHI, CHRISTINA PARSONS, KAREN RHODES, ROSSIO POLIO, CHRISTOPHER M. HOWELL, LUCY M. DUNHAM, NATHALIA P. SHOLL, KATHLEEN EARLE, KELLY HOLTEMANN, CHARLES R. SHOEMAKER, ZACHARY OVERBAY, MARK M. MUNEKAWA, NERISSA S. BARTOLOME, ANDREW S. HOLLOWAY, PATRICK R. DIEBEL, YVONNE RONCAGLIOLO

San Francisco, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2023

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1984 ILLINOIS

Michael F. Zurcher
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2023 , before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

CATHY CRUZ NOTARY PUBLIC STATE OF NEW JERSEY

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2029

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, July 14, 2025

A00467

Irene Martins, Assistant Secretary

PROJECT:	Willits Library Roof Replacement Project 390 East Commercial Street Willits, CA 95490
OWNER:	County of Mendocino 841 Low Gap Road Ukiah, CA 95482 (707) 234-6050
AGENT:	County of Mendocino Executive Offices Facilities and Fleet Division 841 Low Gap Road Ukiah, CA 95482 Office: (707) 234-6058 Mobile: (707) 380-3223 vierak@mendocinocounty.gov Kirk Viera, Facility Project Specialist I
ARCHITECT:	Nichols, Melburg, & Rossetto Architects & Engineers 300 Knollcrest Drive Redding, CA 96002 Chuck Sanger – Project Architect Office: (707) 536-2121 x314 Mobile: (707) 484-7290 sanger@nmrdesign.com

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END OF SECTION

ARCHITECT:

Kyle Matti
License Number: C27504

NICHOLS, MELBURG & ROSSETTO
300 Knollcrest Drive
Redding, CA 96002
T: (530) 222-3300

matti@nmrdesign.com



Notice is hereby given that sealed bids will be received at the Mendocino County Facilities Conference Room, 841 Low Gap Road, Ukiah, California 95482 until the hour of 2:00 p.m., as determined by the clock on the wall in the Conference Room, **on Thursday July 17, 2025** and then publicly opened and read aloud in the Conference Room, 841 Low Gap Road, Ukiah, California, for the following project:

Willits Library Roof Replacement Project BID# 020-25

Electronic Plans and Documents may be seen or downloaded from the Mendocino County Web Page for Open RFP, Quotes & Bids: https://www.mendocinocounty.org/departments/general-services/central-services/open-rfp-quotes-bids. Additionally, plans and documents have been distributed to builders' exchange plan rooms throughout Northern California.

Bids shall be made on the form provided in this Manual and accompanied by a form of bid security as provided in Section 001000, Instructions to Bidders.

The successful Bidder will be required to furnish a Labor and Material Bond and a Performance Bond as required in Section 001000 Instructions to Bidders.
For complete directions and information on bidding and other requirements, bidders are called to the Instruction to Bidders and other related documents in this Manual.

PRE-BID CONFERENCE

A non-mandatory pre-bid conference and site inspection will be held on:
Wednesday, July 9, 2025 @ 10:00 AM at 390 East Commercial Street, Willits, CA 95490

PAYMENT OF PREVAILING WAGES
Pursuant to the provisions of the Labor Code of the State of California, the Department of Industrial Relations has made a determination of the rate of per diem wages to be paid on the prevailing rate of pay for regular, holiday and overtime work in the locality in which the public work is to be performed, for each craft, classification, or type of workman needed to execute the contract. All County of Mendocino projects greater than $1,000 require that contractors adhere to Prevailing Wage requirements (California Labor Code, Sections 1770 through 1775). The rates can be found online here: https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm.

CONTRACTOR REGISTRATION
Per Labor Code Section 1771.1(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

CERTIFIED PAYROLL RECORDS
Per Labor Code Section 1776 each contractor and subcontractor shall keep accurate payroll records. A certified copy of all payroll records for work performed under this contract shall be furnished upon request to a representative of the awarding body. Per SB 854 contractors and subcontractors are required to furnish certified payroll reports directly to the Department of Industrial Relations.

EMPLOYMENT OF APPRENTICES
Each contractor and subcontractor performing work in an apprenticeable craft or trade shall comply with Section 1777.5 relating to Apprentices on public works projects.

MENDOCINO COUNTY BUSINESS LICENSE
Pursuant to Mendocino County Code Chapter 6.04—Business Licenses, the contractor shall supply a copy of their current County of Mendocino business license at the time of contract award.

LAWS AND GOVERNANCES
In the performance of the work contemplated by this contract, the contractor shall conform to and abide by all labor requirements and provisions of State and Federal Laws and City and County Ordinances and Regulations which may in any manner affect those engaged or employed on the work project, including but not limited to the overtime provisions of the Labor Code section 1813 and 1815 of the State of California.

Federal Laws, including the Davis-Bacon Act and the Americans with Disabilities Act of 1990, are applicable to the project.

END OF SECTION

PART 1 – GENERAL

1.1 BIDS RECEIVED

A. Sealed bids for the **Willits Library Roof Replacement Project (BID# 020-25)** will be received at the Mendocino County Facilities Conference Room, 841 Low Gap Road, Ukiah, California, until 2:00 p.m. as determined by the clock on the wall of the Conference Room, on **Thursday July 17, 2025**, and then publicly opened and read aloud in the Conference Room, 841 Low Gap Road, Ukiah, California.

B. Late bids will not be accepted. It is Bidder's responsibility to ensure that its bid is delivered and received at the location noted above or before the date and hour set for the bid opening.

1.2 LICENSE REQUIREMENT

The license required for this Project is a General B and/or C39

1.3 BIDS AND BID SECURITY

Bids, to be considered, must be in accordance with the following instructions:

A. Bids must be submitted on the bid form provided in this Manual, properly and completely filled out with numbers stated both in writing and in figures and with signatures of all persons signing in longhand/cursive.

B. The completed form shall be without erasures or interlineation and shall not contain recapitulations of the work to be done.

C. A Bidder’s Bond, Certified Check or Cashier's Check made payable to the County of Mendocino for an amount equal to at least ten percent (10%) of the bid amount shall accompany each bid. The above-mentioned bid security shall be given as a guarantee that the Bidder shall execute the contract if it be awarded to it in conformity with the contract documents and shall provide the surety bond or bonds required, sign the contract and commence work as set forth in the contract documents. Such guaranty to be forfeited should the Bidder to whom the contract is awarded fail to enter into the contract.

D. Responsive Bids shall include completed and executed copies of the following sections if included in the project Manual:

a. 001200 Qualification Application
b. 003070 Non-Collusion Affidavit
c. 003100 Bid Form
d. 004300 Subcontractor Listing Form

1.4 SUBCONTRACTORS LISTED

A. In accordance with California Public Contract Code Sections 4100 et seq., inclusive, each bidder shall provide a list of subcontractors (Section 00430), giving the name and location of place of business and contractor's license number of each subcontractor who will perform a portion of the contract work in an amount in excess of one-half of one percent (0.5%) of the total contract price. In each instance, the nature and portion of the work to be subcontracted shall be described.

B. Failure of Bidder to specify a subcontractor for any portion of the work in an amount in excess of one-half of one percent (0.5%) of the total contract price constitutes an agreement for Bidder to perform that portion of the work itself. After bids are opened, no subcontractor may be designated or substituted except as provided for in Sections 4107 et seq. of the Public Contract Code.

C. All Bidders must supply with their Bids the required information on all subcontractors who will perform any portion of the work including labor, rendering of service or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one-half of one percent (0.5%) of total bid. Violation of this requirement may result in Bid being deemed non-responsive and not being considered.

1.5 AWARD OR REJECTION OF BIDS

The contract shall be awarded to the lowest responsible bidder complying with these instructions, provided the bid is deemed reasonable and in the best interest of the County of Mendocino. County reserves the right to reject any and all bids, and to waive any informality on bids received whenever the rejection or waiver is in the best interest of County. The competency and dependability of the bidders will be considered when making the award.

A. Additive and Deductive Items: Method of Determining Lowest Bid. Pursuant to Public Contract Code section 20103.8, if this bid solicitation includes additive and/or deductive items, the checked [X] method shall be used to determine the lowest bid: [check one].

[X] 1. The lowest bid shall be the lowest bid price on the base bid contract without consideration of the prices on allowance, additive or deductive items.

2. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that were specifically identified in the bid solicitation or Bid Form as being used for the purpose of determining the lowest bid price.

3. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items taken in order from a specifically identified list of those items that, when in the solicitation, and added to, or subtracted from, the base contract, are less than, or equal to, a funding amount publicly disclosed by the County before the first bid is opened.

4. The lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders or the proposed Subcontractors or suppliers from being revealed to the public entity before the ranking of all bidders from lowest to highest has been determined.

If no method is checked, sub-paragraph 1. shall be used to determine the lowest bid.

B. Notwithstanding the method used by the County to determine the lowest responsible bidder, the County retains the right to add to or deduct from the contract any of the additive or deductive items included in the bid solicitation.

C. The award of the contract, if awarded, is expected to be made within thirty (30) days and in no event later than eighty (80) days after the bid opening. After the award, the County shall notify the successful Bidder in writing and forward with the notification the original contracts for the Bidder's execution. Within eight (8) working days after such notification, the successful Bidder shall return the signed contracts to County, accompanied by all required Surety Bonds, insurance policies and endorsements.

1.6 TIME OF COMPLETION

Bidder agrees to commence work on or before a date to be specified in the written "Notice to Proceed" from County and to fully complete the project within sixty (60) calendar days from date of the written "Notice to Proceed".

1.7 ADDENDUM

Any addendum issued during the time of bidding and before bid opening shall be included in the bid. The addendum issued by the County shall become part of the agreement. Questions to be considered for inclusion in an addendum must be in writing and in the hands of the County not less than seven (7) days prior to the bid opening date.

1.8 INTERPRETATION OF DRAWINGS AND DOCUMENTS

Should a Bidder find discrepancies in, or omissions from, the drawings or documents, or should it be in doubt as to their intent, it should at once notify the County, which will then send responsive written instructions in the form of addenda to all Bidders. The county will not be responsible for any oral instructions. Any verbal conversations with County during the bidding period are not to be construed as instructions. Any changes in the Contract documents will be issued by written addendum only.

1.9 WITHDRAWAL OF BID

Bids may be withdrawn prior to, but not later than, the time of bid opening.

1.10 BONDS

The Successful Bidder is required to furnish a Labor and Material Payment Bond and a Performance Bond each in the amount equal to one hundred percent (100%) of the contract price. Said Bonds shall be obtained from a surety company satisfactory to the County.

1.11 SUBSTITUTIONS

Any substitution shall be made in accordance with instructions contained in Section 00700 – General Conditions included herein. Questions concerning substitutions will not be entertained during the bidding period.

1.12 SUBSTITUTION OF SECURITY

Pursuant to California Public Contract Code Section 22300, the Contractor may substitute securities for retention money withheld by the County to insure performance under the Contract. Said securities shall be in a form and of a type acceptable to the County.

1.13 LIQUIDATED DAMAGES

In case of failure on the part of Contractor to complete the work within the time stipulated plus any duly authorized extension of time granted in writing by County, Contractor shall pay to County the sum of $250.00 per calendar day for each day's delay beyond the time prescribed as liquidated damages, but not as a penalty. The language in the paragraph of the General Conditions entitled "Time of Completion and Liquidated Damages" is incorporated herein.

1.14 BIDDER'S QUALIFICATIONS

A. All Bidders, Contractors and Subcontractors bidding under joint venture agreements shall be duly licensed as provided for under Sections 7000 et seq. of the Business and Professions Code.

B. A corporation which is awarded the Contract will be required to furnish certification attesting to its corporate existence, as well as evidence that the Officer signing the contract is duly authorized to do so.

C. Bidders and their subcontractors may be required to furnish evidence satisfactory to the County that they have sufficient means and have had experience in the class of work called for to enable them to complete the contract in a satisfactory manner.

D. No person, firm, or corporation shall make or file or be interested in more than one bid for the same work, except insofar as alternate bids may be called for. No person, firm or corporation shall submit a collusive or sham bid or seek directly or indirectly to induce any other bidder to submit a collusive or sham bid or to refrain from submitting a bid or to seek in any way to control or fix the price of the bid or any portion of the bid price in order to secure an advantage against County or any other person interested in the proposed contract. However, a person, firm or corporation submitting a sub-proposal to a bidder or quoting prices on materials to a bidder is not hereby disqualified from submitting sub-proposals or quoting prices to other bidders.

E. A licensed contractor shall not submit a bid to a public agency unless (1) its contractor's license number appears clearly on the bid, (2) the license expiration date is stated, and (3) the bid contains a statement that the representations made therein are made under penalty of perjury. Any bid not containing this information, or a bid containing information that is subsequently proven false, shall be considered non-responsive and shall be rejected by the County.

F. The work to be performed under this contract is of a very specialized nature. It is the desire of the County to secure the best work attainable and to maintain a very critical and condensed schedule. Bidders considered for award will be limited to those firms that can show to the satisfaction of the County that they have the facilities and experience necessary to perform the required construction in accordance with the specifications proposed for this project. The terms under which bidders will be evaluated and the rules that will be applied are attached to this Manual as section 001200 Qualification Application.

1.15 EXAMINATION OF SITE AND DOCUMENTS

By submitting a bid, Bidder agrees and warrants that (1) it has examined the site and all documents, drawings and specifications; (2) it is satisfied that the same are adequate to produce the required results; and (3) its bid covers the cost of all items required in the agreement. The work to be performed includes all of the items mentioned in these specifications and/or as shown on the plans and other documents included as a part of the project.

1.16 ENVIRONMENTAL AND PLANNING CONDITIONS OF APPROVAL

Bidder agrees to perform its work in conformance with all environmental and planning conditions of approval applicable to the project. Bidders' attention is directed to the specification section 008010 Supplementary General Conditions and the source documents for specific conditions of approval

1.17 AGREEMENT

Contract documents include the Agreement which the successful Bidder, as Contractor, will be required to execute.

1.18 PRE-CONSTRUCTION CONFERENCE

The successful bidder shall be available for a pre-construction conference with the County at a mutually convenient time.

END OF SECTION

QUALIFICATION APPLICATION

The information contained in this Application is confidential and is for the sole use of the County in evaluating the qualifications of the Bidder. Only the information below ("Contact Information") is considered public information.

CONTACT INFORMATION

Firm Name (as it appears on license): Solano County Roofing, Inc.

Check one: ■ Corporation ☐ Partnership ☐ Sole Proprietor

Contact Person: David Miller

Address: 4349 Cordelia Rd. Fairfield, CA 94534

Phone: 707.864.6000 ext. 13 Fax: _____

If the firm is a sole proprietor or partnership:

Owner(s) of Company: Wolfgang Folk

Contractor's License Number(s):

License No.	Classifications	Expiration	Qualifying Individual
495355	B, C-39	7/31/2026	Wolfgang Folk

DIR Registration Number: 1000000777

Mendocino County Business License No: X Forthcoming

PART I. ESSENTIAL REQUIREMENTS FOR QUALIFICATION

The Contractor will be immediately disqualified if the answer to any of questions 1 through 3 is "no".

The Contractor will be immediately disqualified if the answer to any of questions 4 through 7 is "yes"[1].

1. Contractor possesses a valid and current California Contractor's license for the project or projects for which it intends to submit a bid.
☐ Yes ☐ No

2. Contractor has a liability insurance policy with a policy limit of at least one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate.
☐ Yes ☐ No

3. Contractor has a current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code Section 3700 *et seq.*
☐ Yes ☐ No ☐ Contractor is exempt from this requirement because it has no employees

4. Has Contractor's license been revoked at any time in the last five (5) years?
☐ Yes ☐ No

5. Has a surety firm completed a contract on Contractor's behalf, or paid for completion because Contractor's firm was default terminated by the project owner within the last five (5) years?
☐ Yes ☐ No

6. At the time of submitting this qualification form, is Contractor's firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code Section 1777.1 or Labor Code Section 1777.7?
☐ Yes ☐ No

If the answer is "yes", state the beginning and ending dates of the period of debarment:

7. At any time during the last five (5) years, has Contractor's firm, or any of its owners or officers, been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?
☐ Yes ☐ No

PART II. ORGANIZATION, HISTORY, ORGANIZATIONAL PERFORMANCE, COMPLIANCE WITH CIVIL AND CRIMINAL LAWS

A. Current Organization and Structure of the Business

For firms that are corporations:

1a. Date incorporated: _____

[1] A contractor disqualified solely because of a "yes" answer given to questions 4,5, or 7 may appeal the disqualification and provide an explanation of the relevant circumstances during the appeal procedure.

1b. Under the laws of the State of: _____

1c. Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least ten percent (10%) of the corporation's stock:

Name	Position	Years with Co.	% Ownership	Social Security #

For firms that are partnerships:

1a. Date of formation: _____

1b. Under the laws of the State of: _____

1c. Provide all of the following information for each partner who owns ten percent (10%) or more of the firm:

Name	Position	Years with Co.	% Ownership	Social Security #

For firms that are sole proprietorships:

1a. Date of commencement of business: _____

1b. Social security number of company owner:_____

B. History of the Business and Organizational Performance

2. Has there been any change in ownership of the firm at any time during the last three (3) years?
NOTE: A corporation whose shares are publicly traded is not required to answer this question.
☐ Yes ☐ No

If "yes", explain on a separate signed page.

3. Is the firm a subsidiary, parent, holding company, or affiliate of another construction firm?
NOTE: Include information about other firms if one firm owns fifty percent (50%) or more of another, or if an owner, partner, or officer of Contractor's firm holds a similar position in another firm.
☐ Yes ☐ No

If "yes", explain on a separate signed page.

4. Are any corporate officers, partners, or owners connected to any other construction firms?
NOTE: Include information about other firms if an owner, partner, or officer of Contractor's firm holds a similar position in another firm.
☐ Yes ☐ No

If "yes", explain on a separate signed page.

5. Financial Statements: Does the Contractor have reviewed or audited financial statements for each of the last three years?
☐ Yes ☐ No

6. State Contractor's firm's gross revenues for each of the last three (3) years:

Year	Gross Revenue

7. How many years has Contractor's organization been in business in California as a contractor under its present business name and license number? _____ years.

8. Is Contractor's firm currently the debtor in a bankruptcy case?
☐ Yes ☐ No

If "yes", please attach a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed.

Disputes

9. At any time in the last five (5) years, has Contractor's firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?
☐ Yes ☐ No

If "yes", explain on a separate signed page, identifying all such projects by owner, owner's address, the date of completion of the project, amount of liquidated damages assessed, and all other information necessary to fully explain the assessment of liquidated damages.

10. In the last five (5) years, has Contractor's firm, or any firm with which any of Contractor's company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?
NOTE: "Associated with" refers to another construction firm in which an owner, partner or officer of Contractor's firm held a similar position.
☐ Yes ☐ No

If "yes", explain on a separate signed page. State whether the firm involved was the firm applying for qualification here or another firm. Identify by name of the company, the name of the person within Contractor's firm who was associated with that company, the year of the event, the owner of the project, the project, and the basis for the action.

11. In the last five (5) years, has Contractor's firm been denied an award of a public works contract based on a finding by a public agency that Contractor's company was not a responsible bidder?
☐ Yes ☐ No

If "yes", explain on a separate signed page. Identify the year of the event, the owner, the project, and the basis for the finding by the public agency.

NOTE: The following two questions refer only to disputes between Contractor's firm and the owner of a project. Contractor need not include information about disputes between its firm and a supplier, another contractor, or subcontractor. Contractor need not include information about "pass-through" disputes in which the actual dispute is between a subcontractor and a project owner. Also, Contractor may omit reference to all disputes about amounts less than $50,000.

12. In the last five (5) years, has any claim *against* Contractor's firm concerning the firm's work on a construction project been *filed in court or arbitration*?
☐ Yes ☐ No

If "yes", on separate signed sheets of paper identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed, and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

13. In the last five (5) years, has Contractor's firm made any claim against a project owner concerning work on a project or payment for a contract and *filed that claim in court or arbitration*?
☐ Yes ☐ No

If "yes", on separate signed sheets of paper identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court in which the case was filed, and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

Criminal Matters and Related Civil Suits

14. Has Contractor's firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?
☐ Yes ☐ No

If "yes", explain on a separate signed page, including who was involved, the name of the public agency, the date of the investigation and the grounds for the finding.

15. Has Contractor's firm or any of its owners, officers or partners ever been convicted of a crime involving federal, state, or local law related to construction?
☐ Yes ☐ No

If "yes", explain on a separate signed page, including who was involved, the name of the public agency, the date of the conviction and the grounds for the conviction.

16. Has Contractor's firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?
☐ Yes ☐ No

If "yes", identify on a separate signed page the person(s) convicted, the court (the county if a state court, the district or location if a federal court), the year, and the criminal conduct.

Bonding

17. If Issued a Notice of Award, can the contractor secure payment and performance bonds within ten (10) calendar days?
☐ Yes ☐ No

Name of Bonding Company: _____

Name, Address, Telephone# for Surety Agent: _____

_____

C. Compliance with Occupational Safety and Health Laws and with Other Labor Legislation Safety

18. Has Cal-OSHA cited and assessed penalties against Contractor's firm for any "serious", "willful", or "repeat" violations of its safety or health regulations in the last five (5) years?
NOTE: If Contractor has filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, Contractor need not include information about it.
☐ Yes ☐ No

If "yes", attach a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was/were issued, and the amount of the penalty paid (if any). If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

19. Has the Federal Occupational Safety and Health Administration cited and assessed penalties against Contractor's firm in the last five (5) years?
NOTE: If Contractor has filed an appeal of a citation and the Appeals Board has not yet ruled on the appeal, or if there is a court appeal pending, Contractor need not include information about the citation.
☐ Yes ☐ No

If "yes", attach a separate signed page describing each citation.

20. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either Contractor's firm or the owner of a project contracted to Contractor in the last five (5) years?
NOTE: If Contractor has filed an appeal of a citation and the Appeals Board has not yet ruled on the appeal, or if there is a court appeal pending, Contractor need not include information about the citation.
☐ Yes ☐ No

If “yes”, attach a separate signed page describing each citation.

21. How often does Contractor require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

_____

22. List Contractor's Experience Modification Rate (EMR) (California's Workers' Compensation insurance) for each of the past three (3) premium years:
NOTE: An Experience Modification Rate is issued to Contractor annually by its workers' compensation insurance carrier.

Current year: _____

Previous year: _____

Year previous to previous year:_____

If Contractor's EMR for any of these three (3) years is or was 1.20 or higher, Contractor may, at its discretion, attach a letter of explanation.

Prevailing Wage and Apprenticeship Compliance Record

23. Provide the name, address and telephone number of the apprenticeship program (approved by the California Apprenticeship Council) from whom Contractor intends to request the dispatch of apprentices to Contractor for use on any public work project for which it is awarded a contract by the County of Mendocino:

_____

_____

_____

Pursuant to California Labor Code Section 7103.5, the following certification is hereby set forth and made a part of these specifications:

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 167000) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

In accordance with California Public Contract Code Section 7106, the following affidavit must be completed by the Bidder:

Non-Collusion Affidavit to be executed by Bidder
and submitted with bid

State of California
County of Mendocino

David Miller, being first duly sworn, deposes and says that he or she is Vice President of Solano County Roofing, Inc. the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Signature

Willits Library Roof Replacement Project

FOR MENDOCINO COUNTY

RECEIVED
JUL 17 2025
County of Mendocino
General Services Agency
Facilities and Fleet Division

TO: Honorable Board of Supervisors

It is understood that this bid is based upon completion of the work within the time of completion requirements contained in the Instructions to Bidders.

It is agreed that this bid may not be withdrawn for a period of eighty (80) days from the opening hereof.

The undersigned has carefully checked all its figures and understands that the County will not be responsible for any error or omissions on the part of the undersigned in making up this bid.

If awarded the Contract, the undersigned agrees to complete the Work, one hundred fifty (60) calendar days from the date of Notice to Proceed.

The undersigned, having become completely familiar with all conditions affecting the cost of the work at the place where the work is to be done, and with the drawings, specifications and other contract documents prepared and issued thereof and now on file at the General Services Agency Office, hereby proposes and agrees to perform everything required to be performed, and to provide and furnish any and all required labor, materials, equipment, transportation and services necessary to erect and complete in the best workmanlike manner, all as shown and specified.

The following bid amounts are as defined and clarified in the Bids Required portion of these specifications:

BASE BID: _____ Dollars ($ 271,945)

ALLOWANCE: _____ Dollars ($10,000.00)

TOTAL BASE BID & ALLOWANCE: _____ Dollars ($ 281,945)

SALES TAX

All bids shall include the required California State Sales Tax, cost of all bonds and insurance as required, and all other items of expense incidental to the contract. The County of Mendocino is exempt from Federal Excise Tax.

A licensed Contractor shall not submit a bid to a public agency unless its Contractor's License number appears clearly on the bid, the license expiration date is stated, and the bid contains a statement that the representations made therein are made under penalty of perjury. Any bid not containing this information, or a bid containing information which has subsequently proven false, shall be considered nonresponsive and shall be rejected by the public agency.

Name of Organization Solano County Roofing, Inc.

Name of Organization Solano County Roofing, Inc.

Type of Organization Corporation
(Corporation, Partnership, etc.)

Address 4349 Cordelia Rd. Fairfield, CA 94534

Name of State where incorporated California

CONTRACTORS LICENSE NO. 495355 EXPIRATION DATE 7/31/2026

■ **The contractor has registered with the State of California's DIR (Department of Industrial Relations) website.**

■ **DIR Registration #:** 1000000777

☐ **The contractor is currently licensed to do business in the County of Mendocino.**

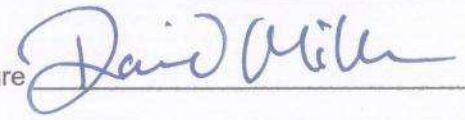
☐ **Mendocino County Business License #:** Forthcoming

ADDENDA: CONTRACTOR TO ACKNOWLEDGE RECEIPT

I have received the following Addenda pertaining to this project, and they have been included as part of my bid.

Numbers: ADD #1 - 7/14/2025

The undersigned hereby certifies under penalty of perjury that this bid is genuine and not collusive, that all the information is correct and that he/she has carefully checked all of the above figures and understands that the County will not be responsible for any errors or omissions on the part of the undersigned on making up this bid.

Signature 

WILLITS LIBRARY ROOF REPLACEMENT PROJECT

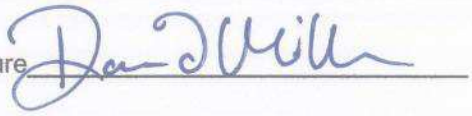
In accordance with the provisions of Section 4100 *et seq.* of the Public Contract Code of the State of California, each bidder shall list below the name, license number, Department of Industrial Relations (DIR) Registration Number, and location of place of business of each subcontractor who will perform a portion of the contract work in an amount in excess of one-half of one percent (0.5%) of the total contract price. In each such instance, the nature and portion of the work to be subcontracted shall be described.

PORTION OF WORK	SUBCONTRACTOR'S NAME	CONTRACT LIC. / DIR REG #	LOCATION
HVAC	Matrix HG	812232 / 1000003058	Concord

Pursuant to California Labor Code Section 1861, the Contractor hereby certifies the following:

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. I will comply with these provisions before commencing the performance of the work under this contract.

Dated: 7/17/2025

Contractor Signature 

Willits Library Roof Replacement Project

Contractor hereby guarantees that the labor and materials furnished for this project are in accordance with the drawings, specifications, and applicable building codes. Contractor agrees to repair or replace any or all of the work, together with any other adjacent work which may be displaced in so doing, that may prove to be defective in its workmanship or material within a period of ONE (1) YEAR from date of acceptance of the above-named project by County without any expense whatsoever to County, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of Contractor's failure to comply with the above-mentioned conditions within fifteen (15) calendar days after being notified in writing by County, Contractor authorizes County to proceed to have said defects repaired and made good at Contractor's expense. Contractor shall honor and pay the costs and charges therefore upon demand.

SIGNED_____

COUNTERSIGNED_____

CONTRACTOR_____

DATED_____

DATE OF BUILDING ACCEPTANCE_____

1. DEFINITIONS

Whenever in the Specifications and other Contract Documents the following abbreviations and terms are used, the intent and meaning shall be interpreted as follows:

A. "Owner" - Board of Supervisors, County of Mendocino, or its authorized agents or assignees.

B. "Agent" - The Agent acting for the County, which shall be either the County General Services Agency Director or his/her designee, or the County Executive Officer or his/her designee.

C. "Contractor" - The person or persons, partnership, corporation, or combination thereof, private or municipal, who have entered into a contract with the County, as party or parties of the second part or his/her or their legal representatives.

D. "Specifications" - The directions, provisions and requirements contained in these Specifications as supplemented by the Supplementary Conditions. Whenever the term "These Specifications" is used in this book, it means the provisions as set forth in this book.

E. "Paragraph" - The particular section of subdivision herein designated by a number.

F. "Laboratory" - The designated laboratory authorized by the County to test materials and work involved in the Contract.

G. In the case of conflict between the Standard Specification and these Specifications, these Specifications shall take precedence over and be used in lieu of such conflicting portions:

A.W.S.	American Welding Society
A.S.T.M.	American Society for Testing Materials
A.S.A.	American Standard Association
N.B.F.U.	National Board of Fire Underwriters
N.B.S.	National Bureau of Standards
A.S.M.E.	American Society of Mechanical Engineers
A.R.I.	American Refrigeration Institute
N.E.M.A.	National Electrical Manufacturers Association
U.L.	Underwriter's Laboratories
E.T.L.	Electrical Testing Laboratories
A.C.I.	American Concrete Institute
F.A.	Federal Specifications
A.I.S.C.	American Institute of Steel Construction

H. The County and the Contractor are those named as such in the Agreement. They are treated throughout the Contract Documents as if each were of the singular number and the masculine gender.

I. When the words "Approved", "Satisfactory", or "Equal", "As Directed", etc. are used, approval by the County is understood.

J. All Federal, State laws and local laws shall govern the construction of the Contract, and all rules, ordinances and requirements of authorized officials shall be complied with.

K. It is understood that any reference to the Specifications or designation of the American Society for Testing Materials, Federal Specifications or other standard, code, or order, refers to the most recent or latest amended specification or designation.

2. EXAMINATION OF PLANS AND SPECIFICATIONS

The Bidder shall examine carefully the site of the work contemplated and the proposal, plans, specifications, and Contract forms thereof. It will be assumed that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and material to be furnished, and as to the requirements of these Specifications.

3. DRAWINGS AND SPECIFICATIONS

A. Figured dimensions on the drawings shall govern, but work not dimensioned shall be as directed. Work indicated but not particularly detailed or specified shall be equal to similar parts that are detailed or specified, or as directed. Full-size, detailed shall take precedence over scale drawings as to shape and details of construction. It is intended that scale drawings, full-size details and specifications should agree but should any discrepancy or apparent error occur in plans and specifications, or should any work of others affect this work, the Contractor shall notify the County at once, if the Contractor proceeds with the work affected without instruction from the County he shall make good any resultant damage or defect.

B. All misunderstandings of drawings or specifications shall be clarified by the County, whose decision shall be final.

C. Any work called for by the drawings and not mentioned in the Specifications, or vice versa, is to be furnished as though fully set forth by both. Where not specifically stated otherwise, all work and materials necessary for each unit of construction, including special construction for any specific brand or shape of material called for even though only briefly mentioned or indicated, shall be furnished and installed fully and completely as a part of the Contract.

D. Lists, rules and regulations referred to are recognized printed standard and shall be considered as one and a part of these Specifications within the limits specified.

E. "General Conditions" apply with equal force to all of the work, including extra work authorized.

F. For convenience, the Technical Specifications are arranged in Divisions and further divided into various sections. It is to be understood; this separation is for convenience of all parties involved and is not to be considered as the limits of the work required of any separate trade. The terms and conditions of such limitations are wholly between the County and the Contractors during bidding and construction phases, i.e., all work shown, as well as for the proper completion of the project as a whole, shall be coordinated by the Contractor and his Subcontractors during bidding and construction and shall be provided in this Contract.

4. CONDUCT OF WORK

A. The County reserves the right to do other work in connection with the project by contract or otherwise. Contractor shall at all times conduct his work so as to impose no hardship on the County or others engaged in the work. Contractor shall adjust, correct, and coordinate his work with the work of others so that no discrepancies shall result in the whole work.

B. The Contractor shall provide at his own cost and risk all labor, material, water, power tools, machinery, scaffolding, and framework for the execution of the work. Equipment shall be adequate and as approved.

The Contractor shall obtain all necessary measurements from the work and shall check dimensions, levels, and construction and layout and supervise the construction, for correctness of all of which he shall be responsible.

C. Where work of one trade joins or is on other work, there shall be no discrepancy when same is completed. In engaging work with other materials, marring or damaging same shall not be permitted. Should improper work of any trade be covered by another which results in damage or defects, the whole work affected shall be made good without expense to the County.

D. The Contractor must anticipate relation of all parts of the work and at the proper time furnish and set anchorage, blocking or bonding as required. Anchorage and blocking necessary for each trade shall be a part of same, except where stated otherwise.

E. Assistance required by the County in obtaining measurements or information on the work shall be furnished accurately and fully without cost to the County.

5. OWNERSHIP OF DRAWINGS

All plans and specifications shall remain the property of the County and shall be returned to the office of the County Facilities and Fleet Division Manager or shall be accounted for by the Contractor before the final certificate will be issued.

6. PUBLIC AND COUNTY CONVENIENCE AND SAFETY

The Contractor shall furnish, erect, and maintain such fences, barriers, lights and signs as are necessary to give adequate warning to the public at all times and of any dangerous conditions until final acceptance of the work by the County.

7. ACCIDENT PREVENTION

A. It shall be the Contractor's responsibility to keep himself fully informed of all existing and future safety regulations, Codes, OSHA requirements, and other laws and regulations governing the work which may in any manner affect anyone in and around the project or engaged or employed in the work, or materials, equipment, etc. used in the work or which in any way affect the conduct of the work.

B. The Contractor shall appoint a Safety Officer for the project and submit his name to the County.

C. The Contractor shall supply the County with a Material Safety Data Sheet (MSDS) on each hazardous substance to be used by the Contractor on the project.

D. The Contractor and his Safety Officer shall be solely responsible for ensuring compliance with those Codes, regulations, OSHA requirements, and for discovering and correcting any code violations or unsafe conditions.

E. Reports of all lost-time accidents shall be promptly submitted to the Owner, giving all pertinent information.

8. RESPONSIBILITY FOR DAMAGE

The County shall not be answerable or accountable in any manner for: (1) any loss or damage that may happen to the work or any part thereof, for any loss or damage to any of the materials or other things used or employed in performing the work; (2) injury to or death of any person or persons, either workers or the public; (3) damage to property from any cause which might have been prevented by the Contractor or his workers or anyone employed by him. The Contractor shall be responsible for any liability imposed by law for injuries to or death of any person including, but not limited to, workers and the public or damage to property resulting from defects or obstructions or from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance. The Contractor shall indemnify, save harmless and defend the County of Mendocino, its elected or appointed officers, agents, employees or volunteers connected with the work, from all claims or actions for injuries or death of any person, or damage to property, resulting from the Contractor's performance of the Contract. With respect to third party claims against the Contractor, the Contractor waives any and all rights to any type of express or implied indemnity against the County of Mendocino, its elected or appointed officers, agents, employees or volunteers.

In addition to any remedy authorized by law, so much of the money due the Contractor under and by virtue of the Contract as shall be considered necessary by the County may be retained by the County until disposition has been made of such suits or claims for damages as aforesaid.

9. LAWS TO BE OBSERVED

The Contractor shall keep himself fully informed of all existing and future State, Federal and local laws, codes and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies and tribunals having any jurisdiction or authority over the same and shall be solely responsible for insuring compliance with those laws, codes and regulations.

A partial, though not necessarily complete listing of laws to be observed by the Contractor is as follows:

A. Federal Americans with Disabilities Act of 1990.

B. Federal Labor Standards Act.

C. The Anti Kick-Back regulations found in 29 CFR Part 3.

D. All contract clauses required by 29 CFR 5.5 (a) and (c), 20 U.S.C. 1232b ; 40 U.S. C. 276a, 276c, 327-332; 29 CFR Parts, (926).

E. Nondiscrimination clause and Certification of Non-Segregated Facilities prescribed by Executive Order No. 11246; September 24, 1965 as amended by Executive Order 11375.

F. Executive Order No. 11288 of July 7, 1966 (31 FR 9261) "Prevention, Control and Abatement of Water Pollution".

G. Executive Order 11988, relating to evaluation of flood hazards.

H. Compliance with all Federal, State, and local requirements for handicapped access, fire safety, and seismic resistance.

10. BONDS REQUIRED

The successful bidder shall furnish bonds as required in the document entitled "Instructions to Bidders" which is part of these Contract documents.

11. INSURANCE

The Contractor, at his expense, shall secure and maintain at all times during the entire period of performance under this Contract, insurance as set forth below with insurance companies acceptable to the County of Mendocino.

The Contractor shall provide to the County of Mendocino certificates of insurance with endorsements properly executed by an officer or authorized agent of the issuing insurance company, evidencing coverage and provisions as stated below:

A. INSURED

Name the County of Mendocino, its elected or appointed officials, employees, agents and volunteers as additional insured with regard to damages and defense of claims arising from: (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, (c) Premises owned, leased or used by the Named Insured, or (d) Ownership, operation, maintenance, use, loading or unloading of any vehicle owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the County of Mendocino, its elected or appointed officials, employees, agents and volunteers.

B. SEVERABILITY OF INTEREST

Provide that the inclusion of more than one named insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

C. CONTRIBUTION NOT REQUIRED

Provide that as respects: (a) work performed by the Named Insured on behalf of the County of Mendocino; or (b) products sold by the Named Insured to the County of Mendocino; or (c) premises leased by the Named Insured from the County of Mendocino; or (d) ownership,

operation, maintenance, use, loading or unloading of any vehicle owned, leased, hired or borrowed by the Named Insured, the insurance afforded by this policy shall be primary insurance as respects the County of Mendocino, its elected or appointed officials, employees, agents and volunteers; or stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the County of Mendocino, its elected or appointed officials, employees, agents and volunteers shall be excess of this insurance and shall not contribute with it.

D. COVERAGE BELOW MINIMUM REQUIRED NOTICE

Provide that the limits of insurance afforded by this policy shall not fall below the minimum requirements of the County of Mendocino without notice to the County of Mendocino by certified mail return receipt requested. Such notice shall be addressed to: County of Mendocino, 501 Low Gap Road, Ukiah, Calif. 95482, Attn: Risk Management.

E. CANCELLATION NOTICE

Provide that the insurance afforded by this policy shall not be suspended, voided, canceled, non-renewed or reduced in coverage or in limits except after thirty (30) day's prior written notice, delivered in person or by First Class U.S. Mail, has been given to the County of Mendocino. Such notice shall be addressed to: County of Mendocino, 841 Low Gap Road, Ukiah, Calif. 95482, Attn: Risk Management.

Contractor shall furnish to the County of Mendocino certificate(s) of insurance evidencing Workers Compensation Insurance coverage to cover its employees. The Contractor shall require all subcontractors similarly to provide Workers Compensation Insurance as required by the Labor Code of the State of California for all of the Contractor's and subcontractors' employees.

The Contractor shall not commence work, nor shall he allow his employees or subcontractors or anyone to commence work until all insurance required and provisions contained herein have been submitted to and accepted by the County of Mendocino. Failure to submit proof of insurance as required herein may result in awarding said Contract to another bidder. Failure to comply with the insurance requirements set forth herein shall constitute a material breach of contract and, at County of Mendocino's option, shall subject this Contract to termination.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude the County of Mendocino from taking such other action as is available to it under any other provisions of this Contract or otherwise in law.

SCOPE OF LIABILITY COVERAGES

Contractor shall furnish to the County of Mendocino certificates of insurance evidencing at the minimum the following:

1. Public Liability-Bodily Injury (not auto) $500,000 each person; $1,000,000 each accident,

and

Public Liability-Property Damage (not auto) $500,000 each occurrence; $1,000,000 aggregate.

---or---

Combined Single Limit Bodily Injury Liability and Property Damage Liability (not auto) $1,000,000 each occurrence.

2. Vehicle-Bodily Injury $500,000 each person, $1,000,000 each occurrence,

and

Vehicle-Property Damage $1,000,000 each occurrence.

---or---

Combined Single Limit Vehicle Bodily Injury and Property Damage Liability $1,000,000 each occurrence.

12. WORKERS COMPENSATION CERTIFICATION

Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract". (Labor Code Section 1861)

13. CONTRACTOR'S RESPONSIBILITY FOR WORK

Until the formal acceptance of the work by the County, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof or to materials or thing employed in doing the work or stored on the site by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, replace, and make good all injuries or damages to any portion of the work occasioned by any of the above caused before final acceptance and shall bear the expense thereof, except such injuries or damages occasioned by acts of the Federal Government or the public enemy. The Contractor's responsibility also extends to adjoining property as related to the construction operation.

14. RESPONSIBILITY OF COUNTY

The County shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided in these Specifications.

15. COOPERATION BETWEEN CONTRACTORS

Where two or more contractors are employed on related or adjacent work, each shall conduct his operations in such a manner as not to cause any unnecessary delay or hindrance to the other. Each contractor shall be responsible to the other for all damage to work, to person or property, or for loss caused by failure to furnish the work within the time specified for completion.

Should the Contractor, through acts of neglect on the part of any Contractor, suffer loss or damage to the Work, the Contractor agrees to settle with such other Contractor by agreement. If such other Contractor should file claim against the County on account of alleged damages to be sustained, the County shall notify the Contractor who shall, at his expense, indemnify and save harmless the County against any such claim.

16. SUBCONTRACTING AND ASSIGNMENT

The Contractor shall give his personal attention to the fulfillment of the Contract and shall keep the work under his control. Should the Contractor subcontract any part of his Contract, the Contractor shall be fully responsible to the County for the acts and omissions of his subcontractor and of the persons either directly or indirectly employed by the subcontractor as he is for the acts and omissions of persons directly employed by himself.

No subcontractor will be recognized as such, and all persons engaged in the work on construction shall be considered as employees of the Contractor.

17. PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges and fees, and file all notices necessary and incidental to the due and lawful prosecution of the work.

18. PATENTS

The Contractor shall assume all responsibilities arising from the use of patented materials, equipment, devices or processes used on or incorporated in the work.

19. LIENS

Liens shall be enforced as provided by California State Law pertaining to Public Works.

20. CHANGES IN THE WORK

A. The County may order changes in the work, in which event the Contract sum shall be adjusted by one or more, or a combination of, the following methods:

1. Unit bid prices previously approved or as may be agreed upon.

2. An agreed lump sum substantiated by Contractor, itemizing labor, material, equipment, overhead, profit, bond, etc.

3. By ordering Contractor to proceed with work and keep correct account with vouchers the actual cost of:

   a. Labor, including foreman;
   b. Materials entering permanently into the work;
   c. The ownership or rental cost of construction plant and equipment during the time of use on the extra work;

d. Power and consumable supplies for the operation of power equipment;
e. Insurance;
f. Social Security and old age and employment contribution.

B. To the cost under (2) and (3), there may be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) for the estimated cost of the work. The fee shall be compensation to cover the cost of administrative overhead, and profit.

C. On changes which involve credit to the County, no allowances for overhead need be figured.

D. All such change orders and adjustments shall be in writing. Claims by Contractor for extra cost shall be made in writing before executing the work involved.

E. All change orders shall be reviewed and approved by the County.

21. COUNTY'S RIGHT TO TERMINATE CONTRACT

If the Contractor should refuse or neglect to properly perform or prosecute the work or if he should substantially violate any provision of the Contract, then the County may, without prejudice to any other right or remedy upon seven (7) days written notice to the Contractor, terminate the services of the Contractor and take possession of the premises, and all materials, tools, and equipment thereon and complete the work. The expense thereof shall be deducted from the balance otherwise due the Contractor. If such expense should exceed such unpaid balance, then the Contractor shall pay the difference to the County.

22. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If the work is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing any of the work under a contract with the Contractor, or if the work should be stopped for a period of thirty (30) days by the Contractor because no certificate for payment has issued as provided in Paragraph 25 or because the County has not made payment thereon as provided in Paragraph 25, then the Contractor may, upon seven (7) additional days' written notice to the County, terminate the Contract and recover from the County payment for all work executed and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit and damages.

23. TIME OF COMPLETION AND LIQUIDATED DAMAGES

A. In case all the work called for under the Contract is not completed before or upon the expiration of the time limit as set forth in these specifications, damage will be sustained by the County, and it is impracticable to determine the actual damage which the County will sustain in the event of and by reason of such delay. It is therefore agreed that the Contractor will pay to the County the sum of money per calendar day for each day's delay beyond the time prescribed as required in the document entitled "Instructions to Bidders", which is a part of these Contract Documents. The Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that the County may deduct the amount thereof from any money due or that may become due the Contractor under the Contract.

B. In case the work called for under the Contract is not finished and completed in all parts and requirements within the time specified, the County shall have the right to extend the time for completion or not, as may best serve the interest of the County. If the County decides to extend the time limit for the completion of the Contract, the County shall further have the right to charge the Contractor, his heirs, assigns or sureties, and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual cost of County, including inspections, superintendence, and other overhead expenses directly chargeable to the Contract, and which accrue during the period of such extension. The cost of final inspections shall not be included in such charges.

C. The Contractor shall not be assessed with liquidated damages nor the cost of County's services and inspection during any delay in the completion of the work caused by acts of God or the public enemy, acts of the County, fire, flood, earthquake, epidemics, quarantine restrictions, strikes, freight embargoes, shortages of materials, labor, fixtures or equipment (provided the Contractor furnishes satisfactory and acceptable proof that he has made diligent attempts to obtain same) and unusually severe weather or delays of subcontractors due to such causes, provided the Contractor shall within ten (10) days from the beginning of such delay notify the County in writing of the delay. County's findings of fact thereon shall be final and conclusive.

D. The County agrees that changes in work ordered pursuant to Paragraph 20 and extensions of completion time made necessary by reasons thereof, shall in no way release any guarantee given by the Contractor or the Contract let hereunder, nor shall such changes in the work relieve or release the sureties on bonds executed pursuant to these specifications. Sureties shall be deemed to have expressly agreed to any change in the work and to any extension of time made by reason thereof.

24. ACCEPTANCE

A. The Contract will be accepted as completed only when the whole and entire Contract shall have been completed satisfactorily to the County. In judging the work, no allowance for deviations from the original plans and specifications will be made unless already approved in writing at proper times and in a manner as called for herein.

B. Should it become necessary to occupy a portion of the work before the Contract is fully completed, such occupancy shall not constitute acceptance.

25. PARTIAL PAYMENTS

Prior to submitting and as a condition of approval of the first progress payment application, the Contractor shall submit a schedule of values acceptable to the County providing a breakdown of the contract value by trade division such that the County can accurately assess the percentage completion of the project.

On the twenty-fifth (25th) day of each month, the Contractor shall submit to the County an application for payment, on a form acceptable to the County, showing an itemized statement for work that has been performed on a percent complete basis based on the previously approved schedule of values. The County within thirty (30) days of receipt of application that meets the County's approval shall issue to the Contractor a certificate for ninety percent (95%) of the amount the County finds due for work that has been performed.

Contractor shall submit certified copy of payroll showing payment of Davis-Bacon Act wages with each request for payment submitted.

26. FINAL PAYMENT

Upon completion of the Contract, the County will cause to be made a final estimate of the amount of work done, and the value of such work. After approval by the County representative, the County shall pay the remainder due on the contract (with the exception of retainage) after deducting there from all previous payments. All amounts retained (retainage) under the provisions of the Contract shall be due and payable 30 days from the date of acceptance in writing of the completion of Contract and / or Notice of Completion issued by the County representative.
All prior partial estimates and payments shall be subject to correction in the final estimate and payments. Payment and the final estimate are due within thirty-five (35) days from the recorded date of the Notice of Completion, provided all as-built drawings, equipment manuals, instructions to the owner and guarantees have been received and accepted by the County.

27. PAYMENT WITHHELD

The County may withhold or, on account of subsequently discovered evidence, may nullify the whole or part of any certificates to such extent as may be necessary to protect the County from (1) defective work not remedied, (2) asserted claims against Contractor, (3) failure of the Contractor to make payments properly to employees or for material or labor, (4) any reasonable doubt that the Contract work can be completed for the balance then unpaid, or (5) damage to another contractor.

28. FAULTY WORK AND MATERIALS

The Contractor shall promptly remove from the premises all materials condemned by the County as failing to conform to the Contract, whether incorporated in the work or not. The Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the County. The Contractor shall bear the expense of making good all work of other contractors destroyed or damaged by such removal.

If the Contractor does not remove such condemned work and materials within reasonable time, fixed by written notice, the County may remove them and may store the materials at the expense of the Contractor. If the Contractor does not pay the expenses of such removal within ten (10) days thereafter, the County may upon ten (10) days written notice, sell such materials at auction or at private sales and shall account for the net proceeds thereof after deducting all costs and expenses that should have been borne by the Contractor.

29. TEMPORARY SUSPENSION OF WORK

The County shall have the authority to suspend the work wholly or in part, for such period as it may deem necessary, due to unsuitable weather or to such other conditions as are considered unfavorable for the suitable progression of the work, or for such time as it may deem necessary due to the failure of the Contractor to carry out orders given by County, or to perform any provision of the Contract. The Contractor shall immediately obey such order of the County and shall not resume work until ordered in writing by the County.

30. SAMPLES

When requested, the Contractor shall submit for the County's review samples of the various materials, together with the finish thereof, as specified for and intended for use in the work. Samples of bulk materials shall be selected by the lab. All materials and workmanship shall in all respects be equal to the samples so submitted and reviewed. Samples shall be sent or delivered to the County, samples and delivery charges paid by Contractor. Samples will be returned to the Contractor if requested, shipping or delivery charges collect.

31. CLEANING AND REMOVAL OF DEBRIS

The Contractor shall, as directed by the County during the progress of the work or as indicated elsewhere in these documents, remove and properly dispose of dirt and debris and shall keep the premises reasonably clean. Upon completion of the work, the Contractor shall remove all of his equipment and unused materials provided for the work and shall put the building and appurtenances in a neat and clean condition and shall do all cleaning and washing required by the specifications.

32. OBSTRUCTIONS

The Contractor may be required to work around public utility facilities and other improvements which are to remain in place within the construction area. The Contractor shall be held liable to the owners of such facilities and improvements for any damage or interference with service resulting from the Contractor's operation.

The exact location of underground facilities and improvements within the construction area, whether shown on the drawings or not, shall be ascertained by the Contractor before using equipment that may damage such facilities or interfere with their service.

33. SUPERINTENDENT IN CHARGE

The Contractor shall keep on the work at all times and until the acceptance certificate is issued a competent superintendent or foreman for the purpose of receiving and executing without delay any orders from County in keeping with the terms of the Contract. This foreman shall have charge of the plans and specifications kept on the job. He shall be instructed to familiarize himself closely with all provisions of the plans and specifications and to follow the same accurately.

34. STORAGE OF MATERIALS AND EQUIPMENT

Materials and equipment shall not be stockpiled or placed outside of the site property lines unless written permission is obtained by the appropriate owner or political subdivision having jurisdiction over the adjacent property, roads, streets, etc.

35. GENERAL GUARANTY

Neither the final payment nor any partial payment, nor partial or entire use of the premises by occupancy by the County shall constitute an acceptance of the work not completed in accordance with the Contract. Final Payment or partial payment or partial or entire use of the premises by occupancy shall not relieve the Contractor of liability with respect to any warranties or responsibilities for faulty materials or workmanship. The Contractor shall remedy any defect in the work and pay for any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of final acceptance of the work, unless a longer period is specified elsewhere in these specifications. The County shall notify the Contractor of observed defects with reasonable promptness.

36. MATERIALS SUBMITTALS AND SUBSTITUTIONS

Materials and substitutions shall be governed by the relevant sections elsewhere in these documents. If not specified, the following shall govern.

A. Specific reference to materials, appliances, fixtures and equipment by trade name is intended to be used as standard, but this implies no right on the part of the Contractor to use other materials, fixtures, appliances, equipment, until reviewed by the County.

B. The County alone shall determine what will be considered as equal, but the burden of proof as to quality, utility and function, etc. shall be upon the Contractor.

If the Contractor desires to substitute any item, he shall in writing state the cost of such item and the original item named in the specifications if requested and shall submit a substitution warranty in the format shown in the specifications.

C. As soon as practicable and within twenty (20) days after official award of Contract and before any fixtures, materials or equipment are purchased, the Contractor shall submit to the County a complete list of materials, fixtures and equipment giving the manufacturers' names, catalog numbers, etc., and, when requested, the original and substitute item of each article which he proposes to install as a substitution.

D. Requests for substitution will not be considered after the above period of time unless the item specified is not obtainable or, in the opinion of the County, such substitution would serve the County's interest.

37. CONSTRUCTION, MATERIAL AND LABOR COST SCHEDULES

A. The successful Contractor shall submit the following schedules to the County within ten (10) days after commencing the work:

1. A construction schedule indicating the start and finish of each phase of the work.
2. A detailed statement of the cost of material and labor included in the original estimate for each phase of the work so arranged that the value of the work as it progresses may be readily determined.

38. CONFERENCES

At any time during the progress of the work, the County may request the Contractor to attend a conference of any or all of the Contractors engaged on the work, and any notice of such conference shall be duly observed and complied with by the Contractor.

39. INSPECTION AND PAYMENTS - NOT ACCEPTABLE

The fact that the work and materials have been inspected by the County of Mendocino and payments on account have been made does not relieve the Contractor from the responsibility of replacing and making good any defective work or materials that may be discovered within one (1) year from the date of the completion of the work by the Contractor and its acceptance by the County. [Five (5) years for roof.]

40. RETURN OF DRAWINGS AND SPECIFICATIONS

All plans and specifications shall be returned to the Office of the County Director of General Services or shall be accounted for by the Contractor before the final certificate will be issued.

41. ARRANGEMENT OF SPECIFICATION SECTION

A. For convenience, these specifications are arranged in several sections, but such separation shall not be considered as limiting any work required to a particular trade. The Contractor shall in cooperation with other contractors establish responsibility for any work required by the plans and specifications which may be improperly arranged or not included in the appropriate section.

B. In areas where one trade meets another for joining, the Contractor is responsible to be certain that all work shown is included in his bid.

42. QUALITY OF MATERIALS AND LABOR

All materials used on this Contract shall be new and the best market quality, unless specified or shown otherwise. All labor used on this Contract shall be competent and skilled for the work. All work executed under this Contract shall be done in the best, most thorough, substantial and workmanlike manner.

All material and labor not meeting these standards shall be removed. The County may refuse to issue any certificate of payment until all defective materials or work have been removed, and other material of proper quality substituted therefor.

43. INCOMPETENT WORKERS

If at any time any foreman or worker who the Contractor shall employ shall be declared by the County to be incompetent or unfaithful in executing the work, the Contractor, on receiving written notice, shall forthwith initiate appropriate action to dismiss such person from the work.

44. COUNTY TO DECIDE

All matters of color, texture, design, and interpretation of plans and specifications shall be referred by the Contractor to the County, whose decision thereon shall be final.

45. CODES

All work and materials shall be in full accordance with the latest rules and regulations of the State Fire Marshal; the Safety Orders of the Division of Industrial Safety; the California Electric Code; the California Building Code; California Mechanical Code; the California Fire and Plumbing Codes; OSHA and other applicable State and local codes and laws. Nothing in these plans or specifications is to be construed to permit work not conforming to these Codes.

46. PAYMENT OF FEDERAL, STATE OR LOCAL TAXES

Any Federal, State or Local tax payable on articles furnished by the Contractor under the Contract shall be included in the Contract price and paid by the Contractor.

47. LIMITATIONS OF HOURS OF WORK

Eight (8) hours of labor constitutes a legal day's work. The Contractor shall forfeit as a penalty $25.00 for each worker employed in the execution of the Contract by the Contractor for each calendar day which such worker is required or permitted to work more than eight (8) hours in one (1) calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of the California Labor Code, and in particular Sections 1810 and 1816. Work performed by employees of Contractors in excess of eight (8) hours per day and forty (40) hours during any one (1) week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1 & 1/2) times the basic rate of pay, as provided in Section 1815.]

48. PAYMENT OF NOT LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES

A. The Contractor shall pay his workers on all work included in this Contract not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality. Such per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the State Director of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of worker needed to execute this Contract.

B. The Contractor shall comply with Labor Code Section 1775. In accordance with Section 1775, the Contractor shall forfeit as a penalty twenty-five dollars ($25.00) for each calendar day or portion thereof, for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed for any work done under the Contract in violation of the provisions of the Labor Code in particular Labor Code Sections 1770 and 1780. In addition to said penalty, and pursuant to Section 1775, the difference between such stipulated 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 stipulated prevailing wage rate shall be paid to each worker by the Contractor.

49. LABOR CODE CLARIFICATION

It is to be understood that references to the California Labor Code shall mean the current Code or as may be amended during the period of the Contract.

50. NOTIFICATION OF READINESS FOR REQUIRED TESTS AND INSPECTIONS

The Contractor shall be responsible to notify all inspectors, testing agencies, and County representatives a minimum of seventy-two (72) hours before required tests and/or inspections.

51. RESPONSIBILITY FOR PROJECT SAFETY AND CONSTRUCTION TECHNIQUES

Specifically omitted from the services of the County are all design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences, or procedures required for the Contractor to perform his work.

Omitted services include, but are not limited to, shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and bracing.

52. RECORD DRAWINGS

A. The Contractor shall furnish one complete set of clean "Record" drawings to the County prior to project acceptance, showing clearly any changes made during construction. Record drawings shall be in accordance with Section 017839 Project Record Documents.

B. In addition to any changes, all mechanical, electrical and plumbing items concealed in the building and underground, actually installed and routed. Depth below surface to top of underground item shall be indicated.

C. All underground items shall be dimensioned from permanent reference points in a manner that they can be easily found in the field at a later time.

D. Each sheet of the "Record" drawings shall be identified with the following label to be signed by the Contractor:

These are record drawings which have been
prepared or supervised by the undersigned.

_____
Contractor Date

E. The Contractor is solely responsible for the preparation, completeness, and accuracy of the "Record" drawings. The County and its representatives are not responsible to review the "Record" drawings.

53. OCCUPANCY OR USE BEFORE ACCEPTANCE OF COMPLETION

The County may occupy any building or portion thereof or use any improvement contemplated by the Contract prior to the completion of the entire work. A list of work to be completed and corrected by the Contractor, if any, shall be prepared and agreed to between the County and the Contractor before occupancy or use. Such occupancy or use shall not operate as an acceptance of any part of the work but shall start the guaranty-warranty period on the structure or portion thereof so occupied or improvement of equipment so used, provided, however, that such occupancy shall not start the guaranty-warranty period as to items appearing on the list of work to be completed and corrected. No such occupancy or use shall be deemed to have occurred unless and until the County has given the Contractor formal written notice of intention to occupy so or use, specifying the portion or portions of the structure, improvement or equipment which will be deemed so occupied or used.

54. COMPLIANCE WITH HANDICAPPED ACCESS LAWS

A. It is the County's intent for all features on these plans and specifications to conform to applicable regulations for the accommodations of physically handicapped persons in buildings and facilities used by the public, whether or not said plans and specifications so conform.

B. It shall be the responsibility of the manufacturers, suppliers, and distributors to ensure that all manufactured and fabricated products, devices, and items they supply for this project conform to applicable regulations of Title 24 of the California Code of Regulations.

C. When shop drawings and/or manufacturers' product literature, and other matters subject to handicapped regulations are submitted to the County, the following shall be provided:

1. Statement that the item shown complies with the handicapped regulations of Title 24 of the California Code of Regulations.

2. Show all required dimensions, heights, clearances, and locations that must be followed when items are installed on the project.

55. CONTRACT AMBIGUITY

This Contract shall be deemed to have been prepared jointly by the parties signing the Contract and if any inconsistencies or ambiguities exist, they shall not be interpreted or construed against any of the parties as the drafter.

56. FAIR EMPLOYMENT PRACTICES/NONDISCRIMINATION

The Contractor shall comply with Federal and State Fair Employment Practices provisions.

The Contractor, in connection with performance of work under this agreement, agrees to comply with the rules and regulations which deal with or relate to nondiscrimination set forth as follows:

A. During the performance of this Contract, the Contractor and its subcontractors shall not deny the Contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or age, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age, or sex. Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

B. The Contractor shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, sections 12900 *et seq*.), the regulations promulgated thereunder (2 Cal. Code of Regulations sections 7285.0 *et seq*.), and Government Code Sections 11135 - 11139.5).

C. The Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the County upon reasonable notice at any time during the regular business hours, but in no case less than 24 hours' notice, to view such of its books, records, accounts, other sources of information and its facilities as said Department or County shall require ascertaining compliance with this clause.

D. The Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

E. The Contractor shall include the above nondiscrimination and compliance provisions in above subparagraphs A and B in all subcontracts to perform work under the Contract.

END OF SECTION

PART 1 - GENERAL

1.1 SUMMARY

This Section includes special requirements for unforeseen hidden conditions, differing site conditions and underground facilities as required for California Public Works Contracts.

1.2 UNFORESEEN SITE CONDITIONS

A. Pursuant to Section 7104 of the California Public Contract Code, if any of the following conditions, hereinafter called hidden conditions, are encountered at the site. Contractor shall promptly, before such conditions are disturbed and in no event later than three (3) days after discovery, notify County in writing using the "Hidden Conditions Report" attached to this Document:

1. Material that Contractor believes may be hazardous waste material, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or a Class III disposal site in accordance with provisions of existing law.

2. Subsurface or latent physical conditions at the site or in the building differing materially from those represented in the Contract Documents.

3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents or conditions that could be observed by examination of the site and the Reference Documents.

B. Conditions that are not unforeseen, hidden, unknown or differing site and building conditions include but are not limited to the following.

1. All that is indicated in or reasonably interpreted from the Contract Documents.

2. All that is indicated in or reasonably interpreted from the Reference Documents specified in Section 010100, “Summary of Work”.

3. All that could be seen on site and that could be observed.

4. Conditions that are materially similar or characteristically the same.

5. Conditions where the location of the building component is in the proximity where indicated in or reasonably interpreted from the Contract Documents or Reference Documents.

C. The County will promptly investigate the conditions reported, which appear to be unforeseen conditions.

1. If County determines that the reported conditions are inherent in work of the character provided for in the Contract Documents or observed by examination of the site and Reference Documents, or that the condition is not hidden, unforeseen, or materially different, Contractor shall execute the Work at no additional cost to County.

2. If County determines that the conditions are hidden or differing conditions and that they will materially cause a decrease or increase in Contractor's cost of any portion of the work, Contract Modification will be issued for compensation of such portion of the work as provided in the General Conditions.

3. If County determines that the conditions are hidden or differing conditions and that they will materially affect the performance time, Contractor, upon submitting a written request, will be granted an extension of time subject to the provisions of the General Conditions.

    a. Time extensions or contract costs will not be granted for delays that could be or could have been avoided by the Contractor redirecting his forces and equipment to perform other work on the Contract.

D. Should Contractor disagree with County's determination, Contractor shall submit a Request for Change (RFC) to County that the condition is not indicated in or reasonably interpreted from the Contract Documents, and that the condition is not similar in character to the material that could have been observed by examination of the site and Reference Drawings, but that the condition is materially different and the condition is unforeseen and unknown.

1. Contractor shall submit proof with written explanation, drawings, photographs, material and labor cost breakdowns, and other relevant data to show the condition.

2. The County will review the Contractor's submission and make a determination. Contractor shall not file for a claim or RFC before the County makes the determination.

3. In the event of continued disagreement, Contractor shall not be excused from any scheduled completion date provided for by the Contract but shall proceed with all work to be performed under the Contract.

4. Contractor shall retain any and all rights provided either by the Contract or by law which pertain to the resolution of RFC and protests between the contracting parties.

1.3 REMOVAL, RELOCATION, OR PROTECTION OF EXISTING UTILITIES

A. In accordance with the provisions of Section 4215 of the California Government Code, the County will assume the responsibility for the removal, relocation, or protection of existing main or trunk-line utilities located on the site of the Contract work, if such utilities are not identified in the Contract Documents.

B. Contractor shall immediately notify County and the public utility in writing of such utility facilities it discovers while performing the work which are not identified in the Contract Documents.

1. Contractor shall negotiate with the owner of the utility, who shall have the sole discretion to perform repairs or relocation work or permit Contractor to do such repairs or relocation work at a reasonable price.

C. Contractor shall not be assessed liquidated damages for delay in Substantial Completion if the delay was caused by such existing utilities in direct conflict with the work and not shown on the Drawings.

D. Contractor will be compensated under the provisions of Article 7 for extra work involving existing utilities not shown on the Drawings or included in the Specifications but in direct physical conflict with Contractor's operations.

1. This extra work shall include the following costs:

a. Locating, supporting, working around, and protecting or repairing damage not due to the failure of the Contractor to exercise reasonable care.

b. Removing and relocating, as directed by the County, existing main or trunk line utility facilities located on site but not indicated on the Drawings and Specifications with reasonable accuracy.

c. Equipment on the project is necessarily idled during such work.

E. Contractor shall not be entitled to any adjustment in the Contract Sum or Time if the existence of such condition:

1. Could have been reasonably discovered or revealed as a result of any examination, investigation, exploration, test or study of the site and contiguous areas required by the Contract Documents to be conducted by or for Contractor prior to commencing such work, or

2. Could have been inferred from the presence of other visible facilities, such as buildings, meters, and junction boxes, on or adjacent to the work site.

PART 2 - PRODUCTS
NOT USED

PART 3 - EXECUTION
NOT USED

HIDDEN CONDITIONS REPORT (HCR)

Pre-Trial Release Program Facility HCR No. _____

Submitted By: _____ Date: _____

	Ctr to PM	PM to Arch	Arch to PM	PM to Ctr
Date Sent:	_____	_____	_____	_____
Date Received:	_____	_____	_____	_____

Type of Conditions Reported:

☐ Site Work ☐ Structural ☐ Architectural ☐ HVAC
☐ Plumbing ☐ Fire Protection ☐ Electrical ☐ Other

Location and Reference to Drawing: _____

Conditions Reported: _____

_____

_____

_____

_____

_____

_____

_____

Investigated By: _____ Firm: _____ Date: _____

☐ Check this box if the hidden condition reported is not hidden. Reply with location(s) where the information can be obtained.

Reply of Findings: _____

_____

_____

_____

_____

_____

By:_____ Firm:_____ Date:_____

The reply is a finding from the investigation. No change in the Contract Sum or Time is authorized. See Specifications Document 00811 for the timeliness of investigation.

END OF SECTION

Title: Willits Library Roof Replacement Project

Issue Date: June 24, 2025

G000	Cover Sheet
A020	Overall Site Plan
A220	Demo and New Roof Plans
A820	Roof Details

END OF SECTION

PART 1 - GENERAL

1.1 SUMMARY

A. General Conditions and Division 1 - General Requirements apply to the Work of all Sections.

B. Contractor is hereby specifically directed to notify and apprise all subcontractors and other parties engaged in the Work as to the Contents of the General Conditions and Division 1 - General Requirements.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work shall be performed at a Project site located in Mendocino County at 390 East Commercial Street, Willits, CA 95490.

B. The scope of this Contract encompasses the reroofing of the Willits Library, along with all associated work in accordance with the plans and specifications.

Scope of Work shall include, but not be limited to:

1. Provide all labor, materials, and equipment to remove and replace the Library Roof and all Related Work indicated on the plans.

2. The contractor shall provide a proposed work schedule within two (2) weeks of receipt of the fully executed contract or Notice to Proceed.

3. Work shall be completed no more than sixty (60) calendar days after the Notice to Proceed date.

4. Provide all labor, material, and equipment to complete work as depicted in the drawings, as described in the project manual or as necessary for a complete and proper installation. The extent of the work as indicated on the Drawings and as described in the Specifications shall include all that may be reasonably inferred to be required for the proper execution or installation of work. Present to the County, at the close of the project, signed copies of all required permits indicating successful completion of all permit requirements.

5. Should the General Conditions or Contract Documents contradict themselves, Contractor shall provide the more stringent or higher quality or quantity unless otherwise approved by the County.

6. The Drawings shall be recognized as diagrammatic in nature and not completely descriptive of all requirements for construction. Whatever work may be specified, and not drawn, or drawn and not specified, is to be executed as fully as if described in both these ways; and should any workmanship or material be necessary which is not either directly or indirectly noted in these specifications, or shown on the Drawings, but is nevertheless necessary for the purpose of properly carrying out the obvious intention thereof, Contractor is to understand the same to be implied, and is to provide for the same in its bid, as fully as if it were particularly described or delineated.

1.3 TYPE OF CONTRACT

A. Contractor shall construct the Work under a single fixed-price Contract.

1. Where the term "Contractor" is used in the Specification, the General Contractor is referred to.

2. Where the terms "Plumbing Contractor," "Electrical Contractor," etc., are used, it has been for convenience only and in no way affects the overall responsibility of the General Contractor.

1.4 PRECEDENCE OF DOCUMENTS

A. In the case of discrepancy or ambiguity in the Contract Documents, the following order of precedence shall prevail:

1. Modifications in inverse chronological order and alphanumeric order.

2. Signed Agreement and terms and conditions referenced in the Signed Agreement.

3. Supplemental Conditions.

4. General Conditions.

5. Division 1 specifications.

6. Drawings and Division 2 through 16 specifications.

7. Written numbers and figures, unless obviously incorrect.

8. Figured dimensions over scaled dimensions.

9. Large format drawings over small-scale drawings.

B. Any conflict between the Drawings and Division 2 through 16 specifications will be resolved in favor of the document of the latest date (i.e., the most recent document), and if the dates are not the same or are not determinable, then in favor of the specifications.

C. Any conflict between a bill or list of materials shown in the Contract Documents and the actual quantities required to complete the Work required, then the actual quantity shall take precedence.

1.5 USE OF PREMISES

A. General: Comply with requirements in General Conditions and Section 01500.

B. Area available for Contractor's use for work and storage, if any, is limited to the area designated by the County.

C. The work is to be performed at a facility that is open to the public, and will be in use during the work. Contractor shall ensure that staff and public access and egress areas are open and protected from falling debris.

D. Fire Department Access: Contractor's use of premises shall not limit required Fire Department access.

1.6 EXAMINATION

A. General: As stipulated in Document 001000, Contractor is responsible for inspection of the existing site conditions and bidding documents prior to bidding and shall include in their bid any modifications of the Contract Documents required as a result of Contractor's inspection.

B. Persons performing work shall examine conditions that affect their work and shall report in writing to the Contractor, with a copy to the County, conditions detrimental to work.

1. Failure to examine and report makes the person responsible, at no increase in the Contract Sum, for corrections necessary for the proper installation of their work.

2. Commencement of Work constitutes acceptance of the existing condition.

C. Field Verification: The Contractor shall verify all existing conditions in the field prior to commencing the Work.

1.7 PERMITS FOR WORK

The Contractor is responsible for fulfilling all permit requirements for the completion of the work. Building permit fees if required will be paid directly by the County.

1.8 LISTING OF RELATED WORK

Listings of related work or sections in the various Sections are not necessarily complete listings. They are provided for information and convenience only and are intended to highlight related or similar work, which is specified in other Sections. Related work listings and omissions from such listings are not intended to control the Contractor in dividing the work among subcontractors or in establishing the extent of the work to be performed by any trade.

1.9 REQUEST FOR INFORMATION (RFI)

A. Requirement: It is Contractor's responsibility to review Contract Documents a minimum of Fifteen (15) days in advance of the work to be executed, and to request information so that County will have sufficient time to respond to Requests for Information prior to the start of actual construction of that part of the Work to which the RFI relates. Contractor shall be responsible for all delays, disruptions, and other related impacts as a result of untimely RFI's submitted to the County.

B. Contractor shall coordinate all requests for information to prevent duplication. Requests for information that are duplicative, uncoordinated with each other, or do not allow for a reasonable time for response will be returned to the Contractor.

1. Contractor shall promptly notify the County in writing of any discrepancies and shall not proceed with the Work until such discrepancies have been resolved.

2. Failure to notify the County shall not relieve the Contractor of its responsibility for resulting damage and/or defect, and for the cost of any corrective work that may be required due to the Contractor's failure to notify.

C. Contractor shall prioritize RFI's and request a response based on its most current and accepted CPM schedule.

D. Form:

1. When an interpretation or clarification of the Contract Documents is required from the County, the Contractor shall make the request on a copy of the RFI form included at the end of this section.

2. Contractor shall fill in all applicable information on the form.

3. Contractor shall limit the subject to one design discipline to expedite reply and attach supplementary information where necessary.

4. County will reply or give summary of reply on the same form and include supplementary information where necessary.

5. The completed form shall be the written record of each RFI.

6. Contractor shall not use any other RFI form on this Project.

E. Uses:

1. The RFI form shall be used for interpretation or clarification of the Contract Documents only.

2. Contractor shall not use the RFI form for the following: County will not reply and will reject the RFI:

a. Product or material substitution.

b. Questions relating to construction means, methods, techniques, sequences, procedures or safety precautions. (These are the Contractor's responsibilities exclusively.)

c. Questions relating to construction schedule, coordination between trades, or division of work among subcontractors. (These are also Contractor's responsibilities exclusively.)

d. Questions on contract administration procedural matters, unless they require interpretation or clarification of the Contract Documents.

e. Dimensions or quantities which are shown on the Contract Documents, or which can be measured from the building, or calculated from the information contained in the Contract Documents.

f. Confirmation of interpretations or clarifications previously provided by County.

F. Reply:

1. County will endeavor to reply to all RFI's promptly as work schedule of the consultants allows; generally, no later than fifteen (15) days from the day received.

2. When an RFI involves a complex subject, extensive research or development, or substantial input from other governmental agencies, the County will inform the Contractor and request additional time to prepare the reply. Contractor shall cooperate and agree to a reasonable time extension.

3. The reply shall be a clarification or an interpretation of the Contract Documents; the reply is not an authorization of change in the Contract Sum or Time.

4. Such written interpretation or clarification will be binding on the Contractor and the County. If County or Contractor believes that a written interpretation or clarification justifies an adjustment in the Contract Sum or Time, then County or Contractor may make a written request for change therefor as provided in the General Conditions, Article 1.07.

PART 2 - PRODUCTS
NOT USED

PART 3 - EXECUTION
NOT USED

END OF SECTION

REQUEST FOR INFORMATION (RFI)
Willits Library Roof Replacement Project

RFI No. _____

Submitted By: _____ Date: _____

	Ctr to PM	*PM to Arch*	*Arch to PM*	*PM to Ctr*
Date Sent:	_____	_____	_____	_____
Date Received:	_____	_____	_____	_____

Type of Information Requested:

☐ Site Work ☐ Structural ☐ Architectural ☐ HVAC
☐ Plumbing ☐ Fire Protection ☐ Electrical ☐ Other

Spec. Section: _____ Paragraph(s): _____

Drawing Sheet: _____ Detail(s): _____

Information Requested: _____

μ Mark this circle if the RFI can be answered by Contractor's review of the documents. Reply with location(s) where the information can be obtained.

Reply: _____

By: _____ Firm: _____ Date: _____

The reply is a clarification or an interpretation of the Contract Documents. No change in the Contract Sum or Time is authorized. The Contractor shall notify the County in the event the Contractor believes the response to the RFI will result in additional costs. The Contractor shall comply with the requirements of Article 2.06 and 2.07 of the General Conditions regarding notice and submittal of an RFC. See Specification Section 01010 for the timeliness of reply.

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements governing allowances.

1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements to permit evaluation of existing conditions before defining the required scope for each allowance item and final direction that will be provided to the Contractor. If necessary, additional requirements will be issued by Change Order.

B. Types of allowances include the following:

1. Lump-sum allowances.
2. Force account allowances.

C. Related Requirements:

1. Section 007000 "General Conditions" for Changes in Work
2. Section 008110 "Unforeseen Physical Conditions" for the definition of hidden conditions.

1.3 SURVEY AND ASSESSMENT

A. The base bid includes all labor, materials, and equipment necessary to remove and replace the roof, as well as all related work as indicated on the plans, required to complete the job. Before dry rot removal, the Contractor shall coordinate with the architect and the county to inspect the condition of plywood sheeting, fascia and other wood members.

B. In consultation with the Contractor and the Architect, the County will determine the extent of dry rot removal to be completed and provide direction to the contractor. Should dry rot removal be required, the County will provide the Contractor with a Request for Proposal. The Contractor shall promptly provide a Lump Sum or Unit Cost Proposal in accordance with Section 007000 General Conditions, Chapter 20 – Changes in the Work.

C. In the event other unforeseen conditions are encountered, the Contractor shall promptly notify the County and Architect and proceed according to paragraph 1.3 B. above to survey and assess such conditions.

1.4 ACTION SUBMITTALS

A. Submit proposals for the work noted above.

B. Upon completion of identified repairs, submit revised Schedule of Values noting allowance amounts used.

1.5 INFORMATIONAL SUBMITTALS

A. Submit timecards, invoices, or delivery slips to show actual labor time and quantities of materials delivered to the site for use in completing allowance work authorized under the force account.

B. Coordinate and process submittals for allowance work items in the same manner as for other portions of the Work.

1.6 COORDINATION

A. Coordinate allowance items with other portions of the Work.

1.7 ALLOWANCE ITEMS

A. Provide for each allowance item on the schedule of Values.

B. Use the allowances only as directed by the County for labor, materials, and equipment to remove dry rot or provide work to resolve unforeseen conditions, by unit cost, lump sum price, or force account authorized in writing by the owner.

C. At Project closeout, credit unused amounts remaining in the contingency allowance to the Owner by Change Order.

1.8 ADJUSTMENT OF ALLOWANCES

A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between the authorized cost of all repairs completed and the allowance amount.
   1. If requested, include cost of lump sum proposals for the work performed.
   2. Submit substantiation of any force account work related to allowance work authorized in advance by the owner.

B. Submit Contract Change Order to refund the balance of the Allowance to the County or claims for increased costs for work performed on authorized work items that exceed the allowance amount included in the Contract Documents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine existing conditions at the time work is to be performed to verify that the conditions are suitable for the work under the allowances. Immediately report all unsatisfactory conditions to the County.

3.2 PREPARATION

A. Submit and secure approval for all labor, materials, and equipment related to additional dry rot removal costs before commencing work.

3.3 SCHEDULE OF ALLOWANCES

A. Allowance No.1: Additional Dry Rot Removal or Unforeseen Conditions: Include the sum of $10,000 for labor, materials, and equipment to remove dry rot or to resolve unforeseen conditions encountered during the project.
   1. This allowance includes labor, materials, equipment costs, contractor overhead, and profit, as documented for either lump sum or force account work, to complete authorized additional dry rot removal or to address other unforeseen conditions.

END OF SECTION.

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work included: Provide temporary facilities and controls needed for the Work included, but not necessarily limited to:
   1. Temporary utilities, including water, electricity, lighting, and telephone.
   2. Temporary building services such as electricity, gas, heating, cooling, or telephone and data, when interruption in services is required to complete the work.
   3. Sanitary facilities.
   4. Enclosures and temporary protection such as fencing, tarpaulins, barricades, and canopies.

B. Related work:
   1. Documents affecting work of this Section include, but are not necessarily limited to, Project Plans, General Conditions, Supplementary conditions, and Sections in Division 1 of these Specifications.

1.2 JOB SAFETY

A. Comply with all applicable laws and regulations pertaining to job safety, and be solely responsible for construction means, methods, techniques, sequences procedures and safety precautions and programs in connection with the Work. The owner or Architect will not be responsible for the Contractor's failure to employ proper safety procedures.

B. All work, including the temporary construction, shall be in full accord with the latest orders, rules and regulations of the State of California Division of Industrial Safety and the California Occupational Safety and Health Act (CAL-OSHA).

C. The Contractor shall at all times so conduct his work as to cause the least possible obstruction and inconvenience and insure the protection of persons and property in the vicinity of the Work.

PART 2 - PRODUCTS

2.1 MISCELLANEOUS FACILITIES

A. Construction Aids: Hoists, ramps and ladders, enclosures, pumps, barriers, fences, barricades necessary to adequately move materials and equipment and to protect workmen and public.

B. All temporary construction and protection to comply with requirements of state and local authorities.

C. Sanitary Facilities
   1. Provide and pay for temporary sanitary facilities in the quantity required for use by all personnel
   2. Shall be maintained in a sanitary condition at all times.

3. Facility shall remain locked when the Contractor is off-site.

PART 3 – EXECUTION

3.1 EXISTING BUILDING SERVICES

A. Utilities: Coordinate the temporary shut-off of any utilities, including water, electricity, gas, and sanitary sewer, with the County. No utility will be made unavailable to buildings for more than 2 hours without written approval from the County.

B. Provide a minimum of 48 hours' written notice to the County prior to any activities that may result in loss of water, fire water, sewer, gas, electrical, or data connectivity. Coordinate all changeover activities closely with the County.

C. The library shall remain open during construction, unless other arrangements are made in advance. The contractor will coordinate with the library to maintain the working schedule that has the least impact on the public and library functions.

D. Work in the Mendocino County Willits Library:

1. The Library operates as a public facility and is expected to experience foot traffic during its standard operating hours. Safety measures will be implemented to protect the library patrons during construction.
2. Provide a minimum of 7-day notice before beginning work.
3. Provide clear delineation and appropriate barriers and signage to protect the public and county employees for the entirety of the project.
4. Protect staff and public entrances from falling debris.
5. Do not leave materials, tools equipment or debris unattended in any areas that are accessible to the public or county employees.
6. Remove all equipment, temporary facilities, debris and thoroughly clean all affected surfaces before removing barriers.
7. Normal Library Schedule:

Day	From	To
Monday	Closed	Closed
Tuesday	10 AM	7 PM
Wednesday	10 AM	7 PM
Thursday	10 AM	7 PM
Friday	10 AM	6 PM
Saturday	10 AM	5 PM
Sunday	Closed	Closed

3.2 SECURITY

A. Contractor shall be responsible for securing the project Site and work areas within the park, including:

1. Secure and maintain access points to the Work
2. Secure equipment and temporary facilities until the time of acceptance.
3. Security and protection may be provided by any legal method or methods acceptable to the County.

3.3 MAINTENANCE AND REMOVAL

A. The Contractor shall be responsible for ensuring the effectiveness of erosion and sediment control devices and for repairing or replacing them as necessary throughout the project.

B. Remove such temporary facilities and controls as rapidly as progress of the Work will permit or as directed by the County.

END OF SECTION

PART 1 GENERAL

1.1 WORK INCLUDED

A. Remove existing mechanical equipment where indicated.

B. Remove existing tarp construction as indicated.

C. Coordinate hazardous materials investigation.

D. Remove existing roofing materials

E. Protect existing building from weather damage.

1.2 EXISTING CONDITIONS

A. Conduct demolition to minimize interference with adjacent building areas. Maintain protected egress and access to the building at all times.

B. Provide, erect, and maintain temporary barriers and security devices.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.1 PREPARATION

A. Erect and maintain weatherproof closures for exterior openings and roof decks.

B. Protect existing items which are not indicated to be altered.

C. Disconnect, remove, and cap designated utility services within demolition areas.

D. Mark location of disconnected utilities. Identify and indicate capping locations on Project Record Documents.

3.2 HAZARDOUS MATERIALS

A. Regulatory Requirements
1. The contractor and all subcontractors involved in this project shall have current knowledge of the United States Asbestos Hazard Emergency Response Act of 1987.
2. The contractor and all subcontractors involved in this project shall have current knowledge of Title 8, California Code of Regulations, Section 1532.1 Construction Lead Standards.

B. Reports: It is not expected that hazardous materials will be encountered in the Work.
1. A partial hazardous materials inspection report has been made available to the bidders for a portion of the roof.

2. Upon receipt of the notice to proceed, the contractor shall remove the tarp to permit a hazardous materials inspection to be conducted for the remainder of the roof. Coordinate with the County to schedule the hazardous materials inspection and report prior to roof tear off.
3. If suspected hazardous materials are identified in the report, hazardous materials will be removed by the County under a separate contract.
4. Notify architect and owner immediately upon encountering any asbestos construction materials. hazardous materials will be removed by the County under a separate contract.

3.3 EXECUTION

A. Demolish in an orderly and careful manner. Protect existing supporting structural members, utility runs and landscaping. Assume existing components not specifically noted to be removed will remain. Protect to maintain original condition.

B. Except where noted otherwise, immediately remove demolished materials from site.

C. Remove materials to be re-installed or retained in manner to prevent damage. Store and protect under provisions of Section 01 60 00.

D. Remove, store, and protect for re-installation materials and equipment hindering improvements.

E. Remove material and equipment to be retained by Owner with care to avoid unnecessary damage.

F. Remove and promptly dispose of contaminated, vermin infested, or dangerous materials encountered.

G. Report any encounter with asbestos bearing materials to the Architect or Owner immediately and stop work in the area.

H. Do not burn or bury materials on site.

I. Remove demolished materials from site as work progresses. Upon completion of work, leave areas of work in clean condition.

J. Repair areas to remain that are damaged by the Demolition.

END OF SECTION

PART 1 GENERAL

1.1 SUMMARY

A. This section includes:
1. Structural and non-structural framing and sheathing.
2. Miscellaneous concealed and exterior lumber and sheet materials as shown or required.
3. Roof curbs and cants.
4. Blocking in wall and roof openings.
5. Concealed wood blocking for support of washroom accessories and wall cabinets.
6. Wood Blocking.
7. Treatment of wood members where required.

B. References:
1. The publications listed below form a part of this Section to the extent referenced. The publications are referred to in the text by the basic designation only. Refer to Division 01 for definitions, acronyms, and abbreviations.
2. Standards, manuals, and codes refer to the latest edition of such standards, manuals, and codes in effect as of the date of issue of this Project Manual, unless indicated otherwise in CBC Chapter 35 and CFC Chapter 80.
3. American Wood Council (AWC):
   a. National Design Specification for Wood Construction.
4. West Coast Lumber Inspection Bureau (WCLIB):
   a. Standard Grading Rules for West Coast Lumber.
5. Western Wood Products Association (WWPA):
   a. Western Lumber Grading Rules 2017.
6. American Wood Preservers Association (AWPA):
   a. 2020 AWPA Book of Standards.
   b. U1-20 User specification for Treated Wood.
7. American Wood Preservers Bureau (AWPB):
   a. Quality Control Standards.
8. Redwood Inspection Service (RIS):
   a. Standard Specifications for Grades of California Redwood Lumber.
9. American Society of Testing Materials (ASTM):
   a. ASTM A36 / A36M - 19 Standard Specification for Carbon Structural Steel.
   b. ASTM A307 - 14e1 Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60,000 PSI Tensile Strength.
   c. ASTM A653 / A653M - 20 Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
   d. ASTM E84 - 20 Standard Test Method for Surface Burning Characteristics of Building Materials.
10. Federal Specifications (FS):
   a. FS TT-W-571 - Wood Preservation: Treating Practices.
   b. FS FF-N-105B – Common Wire Nails.
11. California Building Code Title 24, Chapter 23.
12. American Forest and Paper Association (AF and PA).

1.2 QUALITY ASSURANCE

A. All pieces of lumber to have visible grade stamp of an agency certified by AF and PA.
1. Grade and quality marks shall not be apparent on surfaces exposed in the finished work.

B. Provide written certification stating that materials provided meet specified requirements,

including but not limited to their compliance with referenced standards relative to:
1. Grade mark for the use intended
2. Preservative treatment
3. Fire retardant treatment

1.3 DELIVERY, STORAGE AND HANDLING

A. Protect materials from weather while in transit. Place under cover and protect from weather immediately upon delivery.

B. Store flat, off the floor, in well ventilated area where there will be no great variations in heat and humidity.

1.4 WARRANTY

A. Warrant the Work specified herein for two (2) years against becoming unserviceable or causing an objectionable appearance resulting from defects in materials and workmanship.

B. Warrant that products comply with the Contract Documents and local use restrictions, and are compatible with adjoining materials, substrates and other conditions of installation.

C. Defects shall include, but not be limited to:
1. Buckling or warping of surfaces
2. Loose or missing parts
3. Faulty installation, attachment or alignment
4. Deterioration due to lack or loss of preservative treatment

PART 2 PRODUCTS

2.1 LUMBER

A. Provide locally sourced materials when possible.

B. Lumber: PS 20, graded in accordance with NDS Grading Rules; Rule No. 17 of the West Coast Lumber Inspection Bureau:
1. Moisture content of 19% maximum for 2x thickness and less; 19% maximum for thickness greater than 2x and less than 4x; and 22% maximum for thickness greater than 4x.
2. Non-Structural Light Framing: #1.
3. Structural Framing: see structural drawings.
4. Sill Plates (On Concrete): Construction Grade Light Framing, pressure treated as hereinafter specified; as noted on plans.
5. Surfaced to "DRY" sizes. Sizes noted are nominal unless shown as net.

C. All wood materials exposed in the finished work shall have resawn surfaces of clean natural color unless noted or specified otherwise. Concealed framing lumber shall be S4S.

D. End jointed lumber shall not be used. All structural wood members with the least dimension 2 1/2" or greater shall be free of heart center. All sides surfaced.

E. Preservative Treated Wood Materials: Pressure-treated in accordance with Standard Specifications of AWPA for treating structural timbers and FS TT-W-571.

2.2 ACCESSORIES

A. Furnish and install all connecting hardware indicated on Drawings, specified herein or required to complete the work.

B. Materials:
1. Nails, Screws, Bolts and Fasteners: Hot-dipped galvanized steel for exterior, high humidity, and treated wood locations; plain finish elsewhere; size and type to suit condition.
2. Nails for light gauge metal connectors: Common wire nails, sizes as indicated or as specified by metal connector manufacturer
3. Screws: Standard domestic manufacturer, bright steel. Galvanized for exterior use. Brass, bronze, aluminum or stainless when used to fasten items made of those metals.
4. Screws: For attaching interior trim and finish to drywall partitions, use Type S, self-drilling, self-tapping anodized steel drywall screws of indicated lengths
5. Bolts: ASTM A307 Grade A machine bolts with standard hex nuts and steel plate or cut washers or carriage bolts with standard hex nuts and cut washers as indicated. Bolts, nuts and washers wholly or partially exposed on exterior shall be galvanized. Sill plate anchor bolts shall use 3 inch by 3 inch by 1/4 inch Plate Washers.
6. Steel Plates and Angles: In accordance with ASTM A36.
7. Lag Screws, Shear Plates, and Split Ring Connectors: As per American Forest & Paper Association "National Design Specifications for Wood construction".
8. Lag Bolts: Fed. Spec. FF-B 561. Pre-drill per CBC.
9. Framing Anchors, Joist Hangers, Etc.: As made by Simpson Company and indicated on drawings, or equivalent devices as approved by Architect. All framing connectors and joist hangers in contact with preservative-treated wood shall be coated to meet the requirements of CBC Section 2304.9.5.1. Connectors in contact with preservative-treated wood should have a minimum coating meeting the connector manufacturer's recommendations based upon the type of preservative treatment used. At outdoor installations, in the absence of manufacturer's recommendations, the connectors in contact with preservative-treated wood shall have a minimum coating meeting ASTM A653, type G185 per the CBC.
10. Power Driven Inserts: Hilti, Ramset, or as approved by Architect; install as per manufacturer's directions.
11. Miscellaneous Clips, Steel Assemblies: As per ASTM A36.
12. Provide drilled anchors (i.e., Hilti Kwik Bolt TZ) as indicated on plan in concrete. Pull test as indicated on per table in General Structural Notes of construction drawing set.

C. Pressure Treatment (Decay and Termite Prevention):
1. Pressure treat for decay and termite prevention, Douglas fir or larch wood materials which are embedded in or set against concrete.
2. Treat in accordance with Reference Standard 1.02 E and quality mark as per Reference Standard 1.02 F.
3. Treat with any of the following processes at Contractor option. Creosote type preservatives are not permitted:
4. Penta in an LPG carrier ("Cellon") or Penta in Hydrocarbon Solvent-Type D (Dow Process) AWPB LP-4 quality marked).
5. Ammoniacal copper arsenate (ACA) or chromated copper arsenate (CCA) in a water carrier (AWPB LP-2 quality marked).
6. Disodium Octaborate Tetrahydrate (DOT) such as Advance Guard/Hi-bor by Osmose, Inc.
7. Members treated with waterborne salts shall be dried to a moisture content not exceeding 19% after treatment.
8. Where possible, precut material before treatment.

9. Holes and cutoffs and handling and storage shall be in accordance with AWPA M-4.
10. Ensure that ferrous metal fastenings and items in contact with wood treated with waterborne salts are hot dip galvanized (1.25 oz. coating) where required by ICC reports.

D. Building Paper and Felt: Two (2) layers Kraft waterproof building paper or 15# unperforated asphalt saturated rag felt per CBC Standard 14-1.

E. Framing connectors: Simpson Strong Tie Corp., or Architect approved substitute.

PART 3 EXECUTION

3.1 SITE TREATMENT

A. Field apply a compatible preservative or fire-retardant treatment, as applicable, to site-sawn ends of treated members in accordance with manufacturer's recommendations. Allow treatment to cure prior to placing members.

B. Locations requiring preservative treatment:
1. Sill Plates for wood framing in contact with concrete or masonry.
2. Blocking or grounds in contact with concrete or masonry.
3. Blocking or grounds concealed in construction in such a manner as to prevent exposure to circulating air.

C. Locations requiring fire retardant treatment:
1. Concealed backing and blocking within partition or ceiling construction.
2. Other interior locations as shown or required by code.

3.2 SELECTION AND USE OF LUMBER

A. Examine each piece of lumber separately. Select for strength, warp and appearance, using the best pieces for the most demanding purposes.

B. Discard inferior portions of members where shorter pieces are required.

3.3 INSTALLATION

A. Execute carpentry Work carefully with neat cuts and close joints. Fit members to give firm seating and bearing.

B. Place members true to lines and levels. Secure rigidly in place.

C. Construct continuous members with pieces of longest possible lengths.

D. Install members where indicated or needed to provide proper nailing, furring or bracing. Provide all blocking as required to hold Work in proper position.

E. Bore bolt holes only slightly larger than size of bolts. Provide washers for all bolts where heads or nuts bear on wood. Where required, countersink heads, nuts and washers.

F. Plywood Sheathing: Install plywood roof sheathing and sub flooring with long dimension perpendicular to joints.

G. Fire Blocking: Provide in accordance with CBC Section 708.

3.4 FRAMING

A. General: Install all wood framing making proper provisions for work of other trades. Do all cutting of wood required to accommodate plumbing, heating and ventilating, electrical and other trades. Fit neatly around all exposed items such as outlet boxes, conduit, pipes and ducts.

B. Exterior Base Plates or Bearing or Sheathed Wall Sills Resting on Concrete: Bed in cement mortar to obtain a continuous bearing. Mortar shall consist of one part cement to three parts sand. Mix mortar in small quantities so it can be used promptly. Size all plates or sills and set level true to line. Bolt down with bolts of size, length and spacing indicated, with a bolt not more than nine inches from the end of any piece. Each piece shall receive at least two bolts.

C. Rough Framing: Fit closely; set accurately to required lines and levels and secure rigidly in place. Set horizontal and inclined members with crown edge up. Do not cut, notch, or bore structural members without specific approval. Reinforce cut members as directed. Bolt, nail and spike thoroughly with not less than sizes and quantities indicated. Structural members shall provide full contact at all bearing surfaces. Joists shall be spliced over bearings unless shown otherwise.

D. Studs: Construct walls and partitions of nominal 2 by 4, 2 by 6, 4 by 6, 2 by 8, or 4 by 8 studs, 16 inches on center, unless otherwise indicated or required to be larger to accommodate mechanical or electrical equipment, piping, and fixtures or the fixtures or equipment of any other trade. Unless otherwise indicated, all panels, valve covers, cleanouts, devices, access doors, recessed cabinet boxes, etc. shall be mounted flush with the adjacent wall surface. When any such item is of a depth where it is not practical to use solid studding to the full thickness of the wall, the wall shall be furred. When furring is required, it shall extend the full width of the room on the wall in which it occurs and from floor to roof or ceiling joists. The studs comprising all interior partitions and the wall material affixed to them shall extend from floor to ceiling joist framing except as otherwise indicated. Staggered stud walls shall be constructed where indicated on drawings.

E. Top Plates in Bearing Partitions: Shall be doubled and lapped at each intersection with walls or partitions. Stagger joints in upper and lower members of top plate not less than 4 feet and splice as shown.

F. Provide blocking not less than 2 inches in thickness (nominal) of same width as studs as shown on drawings. Also install all fire stopping as required by Section 708 of the California Building Code.

G. Frame corners solid where stud walls or partitions meet, or as indicated on drawings.

H. Connections and Fastenings: Conform to CBC. Unless otherwise specified or shown on the Drawings, conform to minimum nailing requirements of CBC. For bolted connections, provide washers under heads and nuts bearing on wood, and draw nuts tight. Retighten before closing in framing. Exercise care in nailing through exposed sheathing and siding and ensure that fasteners penetrate into framing members

3.5 WOOD BACKING AND NAILING STRIPS

A. Provide all wood backing, furring or blocking indicated or required for proper installation and attachment or work of other trades.

1. Form lumber, which has been cleaned and is in sound conditions, may be used, unless other material is indicated.

B. Provide wood stripping where indicated for attachment of finish materials to wood or concrete surfaces

3.6 TOLERANCES

A. Framing Members: 1/4 inch maximum from true position.

B. Surface Flatness of Floor: 1/4 inch in 10 feet maximum.

3.7 CLEANUP

A. Upon completion of installation activity, remove all waste, sawdust, dirt, wrappings and excess materials, tools and equipment. Thoroughly clean all surfaces to the satisfaction of the Architect.

END OF SECTION

PART 1 GENERAL

1.1 SUMMARY

A. This section includes but is not limited to:
1. Wall sheathing.
2. Roof and floor sheathing.
3. Accessories necessary for a complete installation.

B. References:
1. The publications listed below form a part of this Section to the extent referenced. The publications are referred to in the text by the basic designation only. Refer to Division 01 for definitions, acronyms, and abbreviations.
2. Standards, manuals, and codes refer to the latest edition of such standards, manuals, and codes in effect as of the date of issue of this Project Manual, unless indicated otherwise in CBC Chapter 35 and CFC Chapter 80.
3. American Society of Testing Materials (ASTM):
   a. ASTM A153/A153M-16a Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
   b. ASTM B117 - 19 Standard Practice for Operating Salt Spray (Fog) Apparatus.
   c. ASTM C208-12(2017)e2 Standard Specification for Cellulosic Fiber Insulating Board
   d. ASTM C209-15 Standard Test Methods for Cellulosic Fiber Insulating Board.
   e. ASTM D2898-10(2017) Standard Practice for Accelerated Weathering of Fire-Retardant-Treated Wood for Fire Testing.
   f. ASTM D3273-16 Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber.
   g. ASTM D3498-19a Standard Specification for Adhesives for Field-Gluing Wood Structural Panels (Plywood or Oriented Strand Board) to Wood Based Floor System Framing.
   h. ASTM D5516-18 Standard Test Method for Evaluating the Flexural Properties of Fire-Retardant Treated Softwood Plywood Exposed to Elevated Temperatures.
   i. ASTM D6305-08(2015)e1 Standard Practice for Calculating Bending Strength Design Adjustment Factors for Fire-Retardant-Treated Plywood Roof Sheathing.
   j. ASTM E84-20 Standard Test Method for Surface Burning Characteristics of Building Materials.
   k. ASTM E119-19 Standard Test Methods for Fire Tests of Building Construction and Materials.
   l. ASTM F1667-18a Standard Specification for Driven Fasteners: Nails, Spikes, and Staples.
4. California Building Code, Title 24, Chapter 23
5. American Plywood Association Product Standards (APA-PS):
   a. PS-1 - Construction and Industrial Plywood
   b. PS-2 – Performance Standard for Wood-Based Structural Panels
6. Federal Specifications (FS):
   a. FS FF-N-105B – Common Wire Nails
7. Gypsum Association (GA):
   a. GA-600-2018: Fire Resistance and Sound Control Design Manual.
8. National Design Specification (NDS).

1.2 SUBMITTALS

A. All submittals shall be submitted under the provisions of Section 01 33 00. Contractor initial

submittal shall include all 'Submittal Items' requested below. 'Closeout Submittal Items' shall be provided as required by Section 01 77 00 Contract Closeout.

B. Submittal Item No. 06 16 00A – Product Data:
   1. Provide technical data for each type of process and factory fabricated product. Indicate component materials and dimensions and include construction and application details:
      a. Include data for wood preservative treatment from chemical treatment manufacturer and certification by treating plant that treated plywood complies with requirements. Indicate type of preservative used and net amount of preservative retained.
      b. Include data for fire retardant treatment from chemical treatment manufacturer and certification by treating plant that treated plywood complies with requirements. Include physical properties of treated materials.
      c. For fire retardant treatments, include physical properties of treated plywood both before and after exposure to elevated temperatures, based on testing by a qualified independent testing agency according to ASTM D5516.
      d. For products receiving a waterborne treatment, include statement that moisture content of treated materials reduced to levels specified before shipment to Project site.
      e. Include copies of warranties from chemical treatment manufacturers for each type of treatment.

1.3 QUALITY ASSURANCE

A. Plywood Grading Agency: Certified by APA.
   1. All pieces of sheathing shall be stamped with grade stamp.

B. Fire Test Response Characteristics:
   1. For assemblies with fire resistance ratings, provide materials and construction identical to those of assemblies tested for fire resistance per ASTM E119 by a testing and inspecting agency acceptable to authorities having jurisdiction:
      a. Fire Resistance Ratings: Indicated by design designations from UL *Fire Resistance Directory* or GA-600 *Fire Resistance Design Manual*.

C. Testing Agency Qualifications: For testing agency providing classification marking for fire retardant treated material, an inspection agency acceptable to authorities having jurisdiction that periodically performs inspections to verify that the material bearing the classification marking is representative of the material tested.

1.4 REGULATORY REQUIREMENTS

A. Conform to the California Building Code, Chapter 23.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Delivery: Deliver materials to the job site in manufacturer's original packaging, containers, and bundles with manufacturer's brand name and identification intact and legible.

B. Storage and handling: Store level and handle materials to protect against contact with damp and wet surfaces, exposure to weather, breakage, and damage to edges.
   1. Stack panels flat with spacers beneath and between each bundle to provide air circulation. Protect sheathing from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings

PART 2 PRODUCTS

2.1 MATERIALS

A. Plywood: APA PS 1.

B. Oriented Strand Board: APA PS 2.

C. Thickness: As necessary to comply with requirements specified, but not less than thickness indicated.

D. Factory mark panels to indicate compliance with applicable standard.

2.2 STRUCTURAL SHEATHING

A. Sheathing shall conform to the requirements of U.S. Product Standard PS 1 or PS 2. Each piece shall be clearly and legibly grade marked with established symbols of the American Plywood Association. Grades shall be as shown on the Drawings. Exterior glue required.

2.3 PRESERVATIVE TREATED PLYWOOD:

A. [reserved]

2.4 FIRE RETARDANT TREATED PLYWOOD

A. [reserved]

2.5 SUBFLOORING AND UNDERLAYMENT

A. [reserved]

2.6 FASTENERS

A. Furnish and install all connecting hardware indicated on Drawings, specified herein or required to complete the work.

B. Provide fasteners of size and type indicated that comply with requirements specified for material and manufacture. Provide fasteners with hot dip zinc coating complying with ASTM A153/A153M.

C. Nails, Brads, and Staples: ASTM F1667.

D. Nails for wood-to-wood connections for attachment of sheathing: Common wire or box, galvanized for exterior work. 16d Green vinyl-coated sinkers are an acceptable substitution for 10d box nails.

E. Power Driven Fasteners: NES NER-272.

F. Wood Screws: ASME B18.6.1.

G. Screws for Fastening Gypsum Sheathing to Cold Formed Metal Framing:
1. Steel drill screws, in length recommended by sheathing manufacturer for thickness of sheathing to be attached, with organic polymer or corrosion protective coating having salt spray resistance of more than 800 hours according to ASTM B117:

a. For steel framing less than 0.0329 inch (0.835 mm) thick, use screws that comply with ASTM C1002.

2.7 MISCELLANEOUS MATERIALS

A. Adhesives for Field Gluing Panels to Framing: Formulation complying with ASTM D3498 that is approved for use with type of construction panel indicated by manufacturers of both adhesives and panels.

PART 3 EXECUTION

3.1 INSTALLATION

A. General: Install all wood framing making proper provisions for work of other trades. Do all cutting of wood required to accommodate plumbing, heating and ventilating, electrical and other trades. Fit neatly around all exposed items such as outlet boxes, conduit, pipes and ducts.

B. Do not use materials with defects that impair quality of sheathing or pieces that are too small to use with minimum number of joints or optimum joint arrangement. Arrange joints so that pieces do not span between fewer than three support members.

C. Securely attach to substrate by fastening as indicated, complying with Table 2304.10.1 Fastening Schedule in ICC *International Building Code*.

D. Coordinate wall and roof sheathing installation with flashing and joint sealant installation so materials are installed in sequence and manner that prevent exterior moisture from passing through completed assembly.

E. Do not bridge building expansion joints; cut and space edges of panels to match spacing of structural support elements

F. Coordinate sheathing installation with installation of materials installed over sheathing so sheathing is not exposed to precipitation or left exposed at end of the workday when rain is forecast.

G. Install roof sheathing and subflooring with long dimension perpendicular to joists. Install wall sheathing with long dimensions vertical. Sheathing shall have edges blocked and butted tightly and nailed for diaphragm or shear wall stresses as indicated on drawings. Sheathing panels in non-shear walls shall be spaced with a gap of 1/8" where installed under cement plaster finish. All sheathing shall be laid with the best face on exposed side. Stagger joints if more than one layer is indicated. Machine nailing is subject to satisfactory jobsite performance.

H. Provide blocking not less than 2 inches (nominal) in thickness of same width as studs as shown on drawings. Also install all fire stopping as required by Section 708 of the California Building Code.

3.2 SHEATHING

A. Secure wall sheathing horizontally parallel to wall studs, with ends staggered over firm bearing.

B. Secure roof sheathing perpendicular to framing members with ends staggered. Secure sheet edges over firm bearing. Provide solid blocking between sheathing.

C. Place building paper over wall sheathing.

3.3 TOLERANCES

A. Framing Members: 1/4 inch maximum from true position

B. Surface Flatness of Floor: 1/4 inch in 10 feet maximum

END OF SECTION

PART 1 GENERAL

1.1 SUMMARY

A. This section includes finish carpentry items, other than shop-prefabricated casework, with accessories as required for complete installation.
   1. Hardware and attachment accessories.
   2. Installation of doors and finish hardware.
   3. Window trims, sills, chair rails and other wood trims.
   4. Exterior fascias and trims.

B. References:
   1. The publications listed below form a subsection of this Section to the extent referenced. The publications are referred to in the text by the basic designation only. Refer to Section 01 42 00 “References” for definitions, acronyms, and abbreviations.
   2. Unless otherwise noted, standards, manuals, and codes refer to the latest edition of such standards, manuals, and codes as of the date of issue of this Project Manual.
   3. Codes and References:
      A. 2019 California Building Code Section 11B-309.
      B. American Disabilities Act Design Guidelines (ADADG)
   4. American National Standards Institute (ANSI):
      a. ANSI A156.9 - Cabinet Hardware.
      b. ANSI A161.1 - Woodwork Testing Standards.
      c. ANSI A208.1 - Mat-Formed Wood Particleboard.
   5. Woodwork Institute:
      a. WI – North American Architectural Woodwork Standards. (Min 2017 Ed.)
   6. National Electrical Manufacturers Association (NEMA):
      a. NEMA LD 3 - High Pressure Decorative Laminates.

1.2 SUBMITTAL ITEMS

A. All submittals shall be submitted under the provisions of Section 01 33 00 Submittal Procedures. Contractor initial submittal shall include all ‘Submittal Items’ requested below. ‘Closeout Submittal Items’ shall be provided as required by Section 01 77 00 Closeout Procedures.

B. Submittal Item No. 06 20 00 A – Shop Drawings:
   1. Indicate materials and wood species, component profiles, fastening, joining details, finishes, and accessories to a minimum scale of 1-1/2 inch to one foot.

C. Submittal Item No. 06 20 00 B – Product Data:
   1. Submit literature for manufactured items.

D. Submittal Item No. 06 20 00 C – Samples:
   1. Furnish samples of each type or finish carpentry, 12 inches long minimum with grade-stamp included.

1.3 QUALITY ASSURANCE

A. Standards: Perform finish carpentry in accordance with standards of Woodwork Institute (WI) (formerly Woodwork Institute of California) “Manual of Millwork”, current edition.

1.4 REGULATORY REQUIREMENTS

A. Conform to UL requirements to achieve fire resistance assembly rating indicated.

1.5 WARRANTY

A. Guarantee the work specified herein for five (5) years against becoming unserviceable or causing an objectionable appearance resulting from either defective or nonconforming materials and/or workmanship.

B. Defects shall include, but not be limited to the following:
   1. Rough or difficult operation or loose or missing parts.
   2. Delamination of surfaces.
   3. Noticeable deterioration of finish.
   4. Warped or misaligned surfaces or telegraphing of subsurface imperfections.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Do not deliver materials until site conditions are adequate to receive work; protect items from weather while in transit.

B. Store materials indoors, in ventilated areas with constant but minimum temperature of 60 degrees F and relative humidity between 20 percent to 55 percent.

C. Do not begin installation of finish carpentry until space is fully enclosed and mechanical systems are fully operational.
   1. Maintain interior installation areas at 70 degrees F and 50 to 55 percent relative humidity.

D. Immediately remove from site materials with visible mold and materials with mildew.
   1.

PART 2 PRODUCTS

2.1 MATERIALS, GENERAL

A. Lumber: DOC PS 20 and applicable grading rules of inspection agencies certified by ALSC's Board of Review.

B. MDF: ANSI A208.2, Grade 130, made with binder containing no urea-formaldehyde resin.

C. Particleboard: ANSI A208.1, Grade M-2, made with binder containing no urea-formaldehyde resin.

D. Softwood Plywood: DOC PS 1.

E. Lumber for Shimming, Blocking, and Backing: No. 2 Douglas Fir.

F. Anchors, Nails and Screws: Select the material, type, size and finish required by each substrate for secure anchorage; provide toothed steel or lead expansion bolt screws for drilled-in-place anchors.

G. Wood Filler: Color to match wood being filled.

H. Exterior Trim:
1. Painted: Custom Grade, kiln dried, Clear Western Red Cedar, mixed grain, S-4-S.

PART 3 EXECUTION

3.1 EXAMINATION

A. Field Measurements: Take field measurements prior to preparation of shop drawings and fabrication where possible; do not delay job progress, allow for trimming and fitting.

B. Verify surfaces are ready to receive work and field measurements are as shown on shop drawings.
1. Beginning installation signifies acceptance of conditions.

C. Inspect each piece of finish carpentry and discard damaged and defective pieces.

3.2 COORDINATION

A. Ensure mechanical and electrical items affecting work are placed properly, complete, and have been inspected by applicable authorities prior to commencement of installation.

END OF SECTION

PART 1 GENERAL

1.1 SUMMARY

A. This section includes:
1. Roof and deck insulation and cover board ready to receive roofing membrane.

B. References:
1. The publications listed below form a subsection of this Section to the extent referenced. The publications are referred to in the text by the basic designation only. Refer to Section 01 42 00 “References” for definitions, acronyms, and abbreviations.
2. Unless otherwise noted, standards, manuals, and codes refer to the latest edition of such standards, manuals, and codes as of the date of issue of this Project Manual.
3. American Society of Heating, Refrigeration and Air Conditioning (ASHRAE):
   a. 90.1-07 Energy Standard for Buildings Except Low-Rise Residential Buildings.
4. American Society of Testing Materials (ASTM):
   a. ASTM C578-22 Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation.
   b. ASTM C1289-22a Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board.
   c. ASTM C1396/C1396M-17 Standard Specification for Gypsum Board.
   d. ASTM D41/D41M-11(2016) Standard Specification for Asphalt Primer Used in Roofing, Dampproofing, and Waterproofing.
   e. ASTM D312/D312M-16a(2023) Standard Specification for Asphalt Used in Roofing.
   f. ASTM D4586/D4586M-07(2018) Standard Specification for Asphalt Roof Cement, Asbestos-Free.
   g. ASTM E84-23 Standard Test Method for Surface Burning Characteristics of Building Materials.
   h. ASTM F1667/F1667M-21a Standard Specification for Driven Fasteners: Nails, Spikes, and Staples.
5. Factory Mutual (FM) Approvals: RoofNav Approved Roofing Assemblies and Products.
   a. Class No. 4450 Approval Standard for Class 1 Insulated Steel Deck Roofs.
   b. Class No. 4470 Examination Standard for Single-Ply, Polymer-Modified Bitumen Sheet, Built-Up Roof (BUR) and Liquid Applied Roof Assemblies for Use in Class 1 and Noncombustible Roof Deck Construction.
   c. DS 1-28 Wind Design (Data Sheet).
   d. DS 1-29 Roof Deck Securement and Above-Deck Roof Components.
   e. DS 1-49 Perimeter Flashing.
   National Roofing Contractors Association: Roofing and Waterproofing Manual
6. U.S. Department of Agriculture (USDA):
   a. USDA BioPreferred Catalog, www.biopreferred.gov.
7. Underwriters Laboratories, Inc. (UL):
   a. Fire Resistance Directory (current edition).
8. U.S. Department of Commerce National Institute of Standards and Technology (NIST):
   a. DOC PS 1-09 Voluntary Product Standard for Structural Plywood.
   b. DOC PS 2-04 Voluntary Product Standard for Wood-Based Structural-Use Panels.

1.2 PERFORMANCE REQUIREMENTS

A. Thermal Performance: Provide roof insulation meeting minimum R-value of 38.

B. FM Approvals: Provide roof insulation complying with requirements in FM Approvals 4450 and 4470 as part of specified roofing system, listed in FM Approvals "RoofNav" as part of

roofing system meeting Fire/Windstorm Classification in Division 07 roofing section.

1.3 QUALITY CONTROL

A. Requirements of Division 07 roofing section for qualifications of roofing system insulation Installer. Work of this Section shall be performed by same Installer.

B. Requirements of Division 07 roofing section for inspection of Work of this Section and qualifications of Inspector.

C. Unless specified otherwise, comply with the recommendations of the NRCA "Roofing and Waterproofing Manual" applicable to insulation for storage, handling, and application.

D. Requirements of roofing system uplift pressure design for specified roofing system.

E. Requirements of applicable FM Approval for specified roofing system insulation attachment.

F. Bio-Based Materials: Where applicable, provide products designated by USDA and meeting or exceeding USDA recommendations for bio-based content, and products meeting Rapidly Renewable Materials and certified sustainable wood content definitions; refer to www.biopreferred.gov.

1.4 SUBMITTALS

A. All submittals shall be submitted under the provisions of Section 01 33 00 Submittal Procedures. Contractor initial submittal shall include all 'Submittal Items' requested below. 'Closeout Submittal Items' shall be provided as required by Section 01 77 00 Closeout Procedures.

B. Submittal Item No. 07 22 00A – Product Data:
1. Roof insulation, each type.
2. Substrate cover board.
3. Fastening requirements.

C. Submittal Item No. 07 22 00B – Shop Drawings:
1. Plans, sections, details, and attachments including but not limited to:
   a. Nailers, cants, and terminations.
   b. Layout of insulation showing slopes, tapers, penetration, and edge conditions.

D. Submittal Item No. 07 22 00C – Samples:
1. Roof insulation, each type, 12-inch by 12-inch.
2. Nails and fasteners, each type.

1.5 DELIVERY, STORAGE AND MARKING

A. Comply with the recommendations of the NRCA "Roofing and Waterproofing Manual" applicable to built-up roofing for storage, handling, and installation requirements.

B. Deliver materials in manufacturer's original packaging.

C. Store and protect products in accordance with manufacturer's instructions.
1. Store in a dry indoors location.
2. Protect insulation materials from moisture and soiling.

D. Arrange storage of products to permit access for inspection.
   1. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

E. Do not install insulation that has been damaged or wet and remove from jobsite.

1.6 QUALITY ASSURANCE

A. Roof insulation on combustible or steel decks shall have a flame spread rating not greater than 75 and a smoke developed rating not greater than 150, exclusive of covering, when tested in accordance with ASTM E84, or shall have successfully passed FM Approvals 4450.
   1. Insulation bearing the UL label and listed in the UL Building Materials Directory as meeting the flame spread and smoke developed ratings will be accepted in-lieu-of copies of test reports.
   2. Compliance with flame spread and smoke developed ratings will not be required when insulation has been tested as part of a roof construction assembly of the particular type used for this project and the construction is listed as fire-classified in the UL Building Materials Directory or listed as Class I roof deck construction in the FM Approvals "RoofNav."
   3. Insulation tested as part of a roof construction assembly shall bear UL or FM labels attesting to the ratings specified herein.

PART 2 PRODUCTS

2.1 ROOF AND DECK INSULATION

A. Roof and Deck Insulation:
   1. Expanded polystyrene foam (EPS) board, nominal density 1.5pcf, Type II, closed cell, meeting ASTM C578.
   2. Insulation shall comply with California quality standards for insulating material. Maximum flame spread rating of 25 and maximum smoke density not to exceed 450.
   3. Apply liquid foam around openings and penetrations to provide a tight seal.

B. Tapered Roof Insulation System:
   1. Expanded polystyrene foam (EPS) board. Use only one insulation material for tapered sections. Use only factory-tapered insulation.
   2. Cut to provide high and low points with crickets and slopes as shown.
   3. Minimum slope 1:48 (1/2-inch per 12-inches).

2.2 ASPHALT/ADHESIVE MATERIALS

A. Asphalt: ASTM D312, Type III or IV for vapor retarders and insulation.

B. Adhesive Materials, General: Adhesive and sealant materials recommended by roofing system manufacturer for intended use, identical to materials utilized in approved listed roofing system, and compatible with roofing membrane.
   1. Liquid-type adhesive materials shall comply with VOC limits of authorities having jurisdiction.
   2. Adhesives and sealants that are not on the exterior side of weather barrier shall comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):
      a. Plastic Foam Adhesives: 50 g/L.
      b. Multipurpose Construction Adhesives: 70 g/L.
      c. Fiberglass Adhesives: 80 g/L.

d. Contact Adhesives: 80 g/L.
e. Other Adhesives: 250 g/L.
f. Nonmembrane Roof Sealants: 300 g/L.
g. Sealant Primers for Nonporous Substrates: 250 g/L.
h. Sealant Primers for Porous Substrates: 775 g/L.

C. Primer: ASTM D41.

D. Roof Cement: ASTM D4586, Type I or Type II.

2.3 FASTENERS

A. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with FM Approvals 4470, designed for fastening substrate board to roof deck.

PART 3 EXECUTION

3.1 EXAMINATION

A. Examine the areas and conditions under which work of this section will be installed.

B. Verify that adjacent materials are dry and ready to receive insulation.

C. Verify mechanical and electrical services within walls have been tested and inspected.

D. Provide written report listing conditions detrimental to performance of work in this section.
1. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 RIGID INSULATION INSTALLATION

A. Insulation Installation, General:
1. Install roof insulation in accordance with roofing system manufacturer's written instructions.
2. Install roof insulation in accordance with requirements of FM Approval's Listing for specified roofing system.

B. Insulation Thickness:
1. Thickness of roof insulation shown on drawings is nominal. Actual thickness shall provide the average thermal resistance "R" value of not less than that specified in Performance Requirements Article.
2. When thickness of insulation to be used is more or less than that shown on the drawings, adjust the alignment at roof drains, flashing, fascia's and similar items at no additional cost to the Owner.
3. Where tapered insulation is used, the thickness of the insulation at high points and roof edges shall be as shown on the drawings. The thickness at the low point (drains) shall be not less than 1.1/2-inches.
4. Use not less than two layers of insulation when insulation is 2.3/4-inches or more in thickness unless specified otherwise. Stagger joints minimum 6-inches.

C. Lay insulating units with close joints, in regular courses and with cross joints broken. When laid in more than one layer, break joints of succeeding layers of roof insulation with those in preceding layer.

D. Lay units with long dimension perpendicular to the rolled (longitudinal) direction of the roofing felt.

E. Seal all cut edges at penetrations and at edges against blocking with bitumen or roof cement.

F. Cut to fit tight against blocking and/or penetrations.

G. Cover all insulation installed on the same day; comply with temporary protection requirements of Division 07 roofing section.

H. Installation Method:
1. Adhered Insulation:
   a. Prime substrate as required.
   b. Set each layer of insulation firmly in solid mopping of hot asphalt.
2. Option:
   a. Set each layer of insulation firmly in ribbons of bead-applied insulation adhesive.
   b. Set each layer of insulation firmly in uniform application of full-spread insulation adhesive.

3.3 PROTECTION

A. Protect installed insulation from damage due to weather and physical abuse until protected by permanent construction.

END OF SECTION

PART 1 GENERAL

1.1 SUMMARY

A. This section includes:
1. Polyisocyanurate foam insulation sheathing and roof insulation board, tapered and flat.
2. Flat polystyrene board Insulation.
3. Tapered polystyrene Insulation.
4. Roof underlayment.
5. Metal roof Insulation.
6. Flat Composite Insulation.
7. Tapered Composite Insulation

B. References
1. The publications listed below form a part of this Section to the extent referenced. The publications are referred to in the text by the basic designation only. Refer to Division 01 for definitions, acronyms, and abbreviations.
2. Standards, manuals, and codes refer to the latest edition of such standards, manuals, and codes in effect as of the date of issue of this Project Manual, unless indicated otherwise in CBC Chapter 35 and CFC Chapter 80.
3. American Society for Testing and Materials (ASTM).
   a. ASTM C177 Standard Test Method for Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Guarded-Hot-Plate Apparatus.
   b. ASTM C203 Standard Test Methods for Breaking Load and Flexural Properties of Block-Type Thermal Insulation.
   c. ASTM C209 - 20 Standard Test Methods for Cellulosic Fiber Insulating Board.
   d. ASTM C272 Standard Test Method for Water Absorption of Core Materials for Structural Sandwich Constructions.
   e. ASTM C303 Standard Test Method for Dimensions and Density of Preformed Block and Board-Type Thermal Insulation.
   f. ASTM C518 Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation.
   g. ASTM C578 Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation.
   h. ASTM C1289 - 19 Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board.
   i. ASTM D312 Standard Specification for Asphalt Used in Roofing.
   j. ASTM D828 Standard Test Method for Tensile Properties of Paper and Paperboard Using Constant-Rate-of-Elongation Apparatus.
   k. ASTM D1621 Standard Test Method for Compressive Properties of Rigid Cellular Plastics.
   l. ASTM D2126 Standard Test Method for Response of Rigid Cellular Plastics to Thermal and Humid Aging.
   m. ASTM E84 Standard Test Method for Surface Burning Characteristics of Building Materials.
   n. ASTM E96 Standard Test Methods for Water Vapor Transmission of Materials.
4. Factory Mutual (FM) Research Corporation Approval Guide (current edition). Contact manufacturer for approval standard and number.
5. Underwriters Laboratories (UL):
   a. UL 263 Fire Tests of Building Construction and Materials.
   b. UL 580 Tests for Uplift Resistance of Roof Assemblies
   c. UL 790 Tests for Fire Resistance of Roof Covering Materials.
   d. UL 1256 Fire Test of Roof Deck Constructions.

6. US Green Building Council.

1.2 SYSTEM DESCRIPTION

A. Materials of this Section shall provide a thermal and vapor barrier at building enclosure elements and provide positive drainage at all roof surfaces.

B. Performance Requirements:
1. UL Assemblies:
   a. Component of Class A Roof System - UL 790.
   b. Hourly Rated P series roof assemblies (UL 263 foam core only) P225, P230, P231, P235, P238, P246, P250, P251, P253, P254, P255, P259, P261, P262, P264, P269, P302, P404, P410, P411, P501, P503, P508, P509, P510, P511, P513, P514, P515, P519, P520, P521, P525, P527, P529, P 701, P708, P710, P713, P717, P719, P724, P731, P735, P739, P801, P803, P810, P814, P815, P825, P828, P902, P904, P905, P909, P910, P912, P913, P915, P916, P919, P920, P921, P922, P923, P925, P928, P929, P930, P936.
   c. UL 580 Tests for Uplift Resistance of Roof Assemblies Rating.
2. Factory Mutual:
   a. FM Insulated Metal Decks - Single Ply Roof Cover and 1-60 and 1-90 windstorm classification.
   b. FM Insulated Metal Decks - Bituminous Roof Cover and 1-60 and 1-90 windstorm classification.
   c. FM Insulated Concrete or Gypsum Decks - Bituminous Roof Cover and 1-60 and 1-90 windstorm classification.

1.3 SUBMITTALS

A. All submittals shall be under the provisions of Section 01 33 00. Contractor initial submittal shall include all ‘Submittal Items’ requested below. ‘Closeout Submittal Items’ shall be provided as required by Section 01 77 00 Closeout Procedures.

B. Submittal Item No. 07 22 16A – Product Data:
1. Provide manufacturer's data sheets on each product to be used, including:
   a. Preparation instructions and recommendations.
   b. Storage and handling requirements and recommendations.
   c. Installation methods.

C. Submittal Item No. 07 22 16B – Shop Drawings:
1. Manufacturer’s installation instructions showing fabrication and installation layouts of insulation panels; details of edge conditions, joints, panel profiles, corners, anchorages, attachment system, trim, flashings, closures, and accessories; and special details.
2. Accessories: Include details of all integral panel components and their interface with adjacent materials.
3. For installed products indicated to comply with design loads, include structural analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

D. Submittal Item No. 07 22 16C – Verification Samples:
1. For each finish product specified, two samples, minimum 6-inches square, representing actual product, color, and patterns.

E. Submittal Item No. 07 22 16D – Manufacturer's Certificates:
1. Certify products meet or exceed specified requirements.

1.4 QUALITY ASSURANCE

A. Manufacturer Qualifications: All primary products specified in this section will be supplied by a single manufacturer with a minimum of ten years' experience.

B. Installer Qualifications: All products listed in this section are to be installed by a single installer with a minimum of five (5) years demonstrated experience in installing products of the same type and scope as specified.

C. Pre-installation Meeting:
1. Conduct pre-installation meeting at the project site with the installer, Architect, Owner, the insulation manufacturer and the roof manufacturer and any other persons directly involved with the performance of the work to verify project requirements, structural system/substrate conditions, and the roofing manufacturer and insulation manufacturer's installation instructions. The primary purpose of the meeting is to review foreseeable methods and procedures related to roofing work.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Store products in manufacturer's unopened packaging with identification labels or markings intact until ready for installation.

B. Products shall be placed on pallets or raised platforms and fully supported in storage and prevented from contact with the ground until ready for installation.

C. Store in a protected area and protect against exposure to rain, water, dirt, mud, and other residue that may affect performance. Cover stored products with breathable protective wraps.

D. Loose insulation material should be weighted down to prevent wind blow-off or damage.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Basis of Design: Insulfoam, a Carlisle Company, 19727 57th Ave. E., Puyallup, WA 98387; Ph: (800) 248-5995 or (253) 271-3056, Fax: (253) 271-3265, E-Mail: info@insulfoam.com, Web: www.insulfoam.com.

B. Johns Manville, P. O. Box 5108, Denver, CO 80217-5108, Ph: (303) 978-2000 or (800) 644-4013, Web: https://www.jm.com/.

C. Rmax, a Unit of Sika Corp., 13524 Welch Rd., Dallas, TX 75244-5227, Ph: (800) 527-0890, Fax: (972) 387-4673, Email: rmax@rmax.com, Web: https://www.rmax.com/.

D. Owens Corning Foam Insulation, LLC, One Owens Corning Parkway, Toledo, OH 43659, Ph: (800) 438-7465, Web: www.owenscorning.com.

E. Substitutions will be considered in accordance with the provisions of Section 01 62 00 Product Options.

2.2 ROOF AND DECK INSULATION

A. Flat Board Insulation Unfaced: Insulfoam flat, unfaced, rigid, closed cell, expanded polystyrene (EPS) boards, UL certified, complying with ASTM C578:
   1. InsulFoam I, Unfaced, Nominal Density 1.0 Pcf as tested in accordance with ASTM C303. Physical properties as follows:
      a. C-Value (Conductance) BTU/(hr/ft2/degrees F) per inch as tested in accordance with ASTM C518 or ASTM C177.
         1) C .240 @ 40 degrees.
         2) C .260 @ 75 degrees.
      b. R-Value Thermal Resistance (hr/ft2/degrees F) /BTU per inch as tested in accordance with ASTM C518 or ASTM C177.
         1) R 4.17 @ 40 degrees.
         2) R 3.85 @ 75 degrees.
      c. Compressive Strength, ASTM D1621: Minimum 10 psi.
      d. Flexural Strength, ASTM C203: Minimum 25 psi.
      e. Dimensional Stability, ASTM D2126: Maximum 2 percent.
      f. Water Vapor Permeance, ASTM E96: Maximum 5.0 perms.
      g. Water Absorption, ASTM C272: Maximum 4 percent.
      h. Capillarity: None.
      i. Flame Spread as tested in accordance with ASTM E84: Less than 20.
      j. Smoke Developed as tested in accordance with ASTM E84: 150 to 300.
      k. Direct To Metal Deck in accordance with NER 631.
      l. LEED Recycle Content: 15 Percent Allowable.
   2. InsulFoam VIII, Unfaced, Nominal Density 1.25 Pcf as tested in accordance with ASTM C 303. Physical properties as follows:
      a. C-Value (Conductance) BTU/(hr/ft2/degrees F) per inch as tested in accordance with ASTM C518 or ASTM C177
         1) C .235 @ 40 degrees.
         2) C .255 @ 75 degrees.
      b. R-Value Thermal Resistance (hr/ft2/degrees F) /BTU per inch as tested in accordance with ASTM C518 or ASTM C177
         1) R 4.25 @ 40 degrees.
         2) R 3.92 @ 75 degrees.
      c. Compressive Strength, ASTM D1621: Minimum 13 psi.
      d. Flexural Strength, ASTM C203: Minimum 30 psi.
      e. Dimensional Stability, ASTM D2126: Maximum 2 percent.
      f. Water Vapor Permeance, ASTM E96: Maximum 3.5 perms.
      g. Capillarity: None.
      h. Flame Spread as tested in accordance with ASTM E84: Less than 20.
      i. Smoke Developed as tested in accordance with ASTM E84: 150 to 300.
      j. Direct To Metal Deck in accordance with NER 631.
      k. LEED Recycle Content: 15 Percent Allowable.
   3. InsulFoam II, Unfaced, Nominal Density 1.5 Pcf as tested in accordance with ASTM C303. Physical properties as follows:
      a. C-Value (Conductance) BTU/(hr/ft2/degrees F) per inch as tested in accordance with ASTM C518 or ASTM C177
         1) C .220 @ 40 degrees.
         2) C .240 @ 75 degrees.
      b. R-Value Thermal Resistance (hr/ft2/degrees F) /BTU per inch as tested in accordance with ASTM C518 or ASTM C177
         1) R 4.55 @ 40 degrees.
         2) R 4.17 @ 75 degrees.
      c. Compressive Strength, ASTM D1621: Minimum 15 psi.
      d. Flexural Strength, ASTM C203: Minimum 35 psi.
      e. Dimensional Stability, ASTM D2126: Maximum 2 percent.

f. Water Vapor Permeance, ASTM E96: Maximum 3.5 perms.
g. Capillarity: None.
h. Flame Spread as tested in accordance with ASTM E84: Less than 20.
i. Smoke Developed as tested in accordance with ASTM E84: 150 to 300.
j. Direct To Metal Deck in accordance with NER 631.
k. LEED Recycle Content: 15 Percent Allowable.

4. InsulFoam XV, Unfaced, Nominal Density 3.0 Pcf as tested in accordance with ASTM C303. Physical properties as follows:
   a. C-Value (Conductance) BTU/(hr/ft2/degrees F) per inch as tested in accordance with ASTM C518 or ASTM C177.
      1) C .198@ 40 degrees.
      2) C .217@ 75 degrees.
   b. R-Value Thermal Resistance (hr/ft2/degrees F) /BTU per inch as tested in accordance with ASTM C518 or ASTM C177.
      1) R 5.05 @ 40 degrees.
      2) R 4.60 @ 75 degrees.
   c. Compressive Strength, ASTM D1621: Minimum 60 psi.
   d. Flexural Strength, ASTM C203: Minimum 75 psi.
   e. Dimensional Stability, ASTM D2126: Maximum 2 percent.
   f. Water Vapor Permeance, ASTM E96: Maximum 2.5 perms.
   g. Capillarity: None.
   h. Flame Spread as tested in accordance with ASTM E84: Less than 20.
   i. Smoke Developed as tested in accordance with ASTM E84: 150 to 300.
   j. Direct To Metal Deck in accordance with NER 631.
   k. LEED Recycle Content: 15 Percent Allowable.
5. Size:
   a. 4-feet by 8-feet sheets.
6. Thickness:
   a. Thickness as indicated on the Drawings.
7. Special Treatments: Mold and insect resistant.

B. Tapered Insulation Unfaced: Tapered Insulfoam, unfaced, rigid, closed cell, expanded polystyrene (EPS) board, UL Certified, complying with ASTM C578.
   1. Tapered InsulFoam I, Unfaced, Nominal Density: 1.0 Pcf as tested in accordance with ASTM C303. Physical properties as follows:
      a. C-Value (Conductance) BTU/(hr/ft2/degrees F) per inch as tested in accordance with ASTM C518 or ASTM C177.
      b. R-Value Thermal Resistance (hr/ft2/degrees F) /BTU per inch as tested in accordance with ASTM C518 or ASTM C177.
         1) R 4.17 @ 40 degrees.
         2) R 3.85 @ 75 degrees.
      c. Compressive Strength, ASTM D1621: Minimum 10 psi.
      d. Flexural Strength, ASTM C203: Minimum 25 psi.
      e. Dimensional Stability, ASTM D2126: Maximum 2 percent.
      f. Water Vapor Permeance, ASTM E96: Maximum 5.0 perms.
      g. Water Absorption, ASTM C272: Maximum 4.0 percent.
      h. Capillarity: None.
      i. Flame Spread as tested in accordance with ASTM E84: Less than 20.
      j. Smoke Developed as tested in accordance with ASTM E84: 150 to 300.
      k. Direct To Metal Deck in accordance with NER 631.
      l. LEED Recycle Content: 15 Percent Allowable.
   2. Tapered InsulFoam VIII, Unfaced, Nominal Density: 1.25 Pcf as tested in accordance with ASTM C303. Physical properties as follows:
      a. C-Value (Conductance) BTU/(hr/ft2/degrees F) per inch as tested in accordance

with ASTM C518 or ASTM C177.
1) C .235 @ 40 degrees.
2) C .255 @ 75 degrees.

b. R-Value Thermal Resistance (hr/ft2/degrees F) /BTU per inch as tested in accordance with ASTM C518 or ASTM C177.
1) R 4.25 @ 40 degrees.
2) R 3.92 @ 75 degrees.

c. Compressive Strength, ASTM D1621: Minimum 13 psi.
d. Flexural Strength, ASTM C203: Minimum 30 psi.
e. Dimensional Stability, ASTM D2126: Maximum 2 percent.
f. Water Vapor Permeance, ASTM E96: Maximum 3.5 perms.
g. Capillarity: None.
h. Flame Spread as tested in accordance with ASTM E84: Less than 20.
i. Smoke Developed as tested in accordance with ASTM E84: 150 to 300.
j. Direct To Metal Deck in accordance with NER 631.
k. LEED Recycle Content: 15 Percent Allowable.

3. Tapered InsulFoam II, Unfaced, Nominal Density: 1.5 Pcf as tested in accordance with ASTM C303. Physical properties as follows:
a. C-Value (Conductance) BTU/(hr/ft2/degrees F) per inch as tested in accordance with ASTM C518 or ASTM C177.
1) C .220 @ 40 degrees.
2) C .240 @ 75 degrees.

b. R-Value Thermal Resistance (hr/ft2/degrees F) /BTU per inch as tested in accordance with ASTM C518 or ASTM C177.
1) R 4.55 @ 40 degrees.
2) R 4.17 @ 75 degrees.

c. Compressive Strength, ASTM D1621: Minimum 15 psi.
d. Flexural Strength, ASTM C203: Minimum 35 psi.
e. Dimensional Stability, ASTM D2126: Maximum 2 percent.
f. Water Vapor Permeance, ASTM E96: Maximum 3.5 perms.
g. Capillarity: None.
h. Flame Spread as tested in accordance with ASTM E84: Less than 20.
i. Smoke Developed as tested in accordance with ASTM E84: 150 to 300.
j. Direct To Metal Deck in accordance with NER 631.
k. LEED Recycle Content: 15 Percent Allowable.

4. Tapered InsulFoam IX, Unfaced, Nominal Density: 2.0 Pcf as tested in accordance with ASTM C303. Physical properties as follows:
a. C-Value (Conductance) BTU/(hr/ft2/degrees F) per inch as tested in accordance with ASTM C518 or ASTM C177.
1) C .210 @ 40 degrees.
2) C .230 @ 75 degrees.

b. R-Value Thermal Resistance (hr/ft2/degrees F) /BTU per inch as tested in accordance with ASTM C518 or ASTM C177
1) R 4.76 @ 40 degrees.
2) R 4.35 @ 75 degrees.

c. Compressive Strength, ASTM D1621: Minimum 25 psi.
d. Flexural Strength, ASTM C203: Minimum 50 psi.
e. Dimensional Stability, ASTM D2126: Maximum 2 percent.
f. Water Vapor Permeance, ASTM E96: Maximum 2.0 perms.
g. Capillarity: None.
h. Flame Spread as tested in accordance with ASTM E84: Less than 20.
i. Smoke Developed as tested in accordance with ASTM E84: 150 to 300.
j. Direct To Metal Deck in accordance with NER 631.
k. LEED Recycle Content: 15 Percent Allowable.

5. Tapered InsulFoam XIV, Unfaced, Nominal Density: 2.50 Pcf as tested in accordance with ASTM C 303. Physical properties as follows:
   a. C-Value (Conductance) BTU/(hr/ft2/degrees F) per inch as tested in accordance with ASTM C518 or ASTM C177.
      1) C .206 @ 40 degrees.
      2) C .222 @ 75 degrees.
   b. R-Value Thermal Resistance (hr/ft2/degrees F) /BTU per inch as tested in accordance with ASTM C518 or ASTM C177.
      1) R 4.85 @ 40 degrees.
      2) R 4.50 @ 75 degrees.
   c. Compressive Strength, ASTM D1621: Minimum 40 psi.
   d. Flexural Strength, ASTM C203: Minimum 60 psi.
   e. Dimensional Stability, ASTM D2126: Maximum 2 percent.
   f. Water Vapor Permeance, ASTM E96: Maximum 2.5 perms.
   g. Capillarity: None.
   h. Flame Spread as tested in accordance with ASTM E84: Less than 20.
   i. Smoke Developed as tested in accordance with ASTM E84: 150 to 300.
   j. Direct To Metal Deck in accordance with NER 631.
   k. LEED Recycle Content: 15 Percent Allowable.
6. Tapered InsulFoam XV, Unfaced, Nominal Density: 3.0 Pcf as tested in accordance with ASTM C303. Physical properties as follows:
   a. C-Value (Conductance) BTU/(hr/ft2/degrees F) per inch as tested in accordance with ASTM C518 or ASTM C177.
      1) C .198 @ 40 degrees.
      2) C .217 @ 75 degrees.
   b. R-Value Thermal Resistance (hr/ft2/degrees F) /BTU per inch as tested in accordance with ASTM C518 or ASTM C177.
      1) R 5.05 @ 40 degrees.
      2) R 4.60 @ 75 degrees.
   c. Compressive Strength, ASTM D1621: Minimum 60 psi.
   d. Flexural Strength, ASTM C203: Minimum 75 psi.
   e. Dimensional Stability, ASTM D2126: Maximum 2 percent.
   f. Water Vapor Permeance, ASTM E96: Maximum 2.5 perms.
   g. Capillarity: None.
   h. Flame Spread as tested in accordance with ASTM E84: Less than 20.
   i. Smoke Developed as tested in accordance with ASTM E84: 150 to 300.
   j. Direct To Metal Deck in accordance with NER 631.
   k. LEED Recycle Content: 15 Percent Allowable.
7. Size:
   a. 4-feet by 8-feet sheets.
8. Thickness:
   a. Thickness as indicated on the Drawings.
9. Taper:
   a. Minimum slope as indicated on the Drawings.
   b. Crickets or saddles as indicated on the Drawings.
   c. Minimum Tapered Slope:
      1) 1/2 inch Per Foot Slope.
   d. Minimum Crickets or Saddles:
      1) 1/2 inch Per Foot Slope.

C. Roof Underlayment: Insulfoam R-Tech Fanfold Roof Underlayment, expanded polystyrene (EPS) board, UL Certified, complying with ASTM C578 with factory laminated polymeric facers.
   1. Insulfoam R-Tech Fanfold Roof Underlayment VIII, Nominal Density 1.25 Pcf as tested

in accordance with ASTM C303. Physical properties as follows:
   a. C-Value (Conductance) BTU/(hr/ft2/degrees F) per inch as tested in accordance with ASTM C518 or ASTM C177.
      1) C .235 @ 40 degrees.
      2) C .255 @ 75 degrees.
   b. R-Value Thermal Resistance (hr/ft2/degrees F) /BTU per inch as tested in accordance with ASTM C518 or ASTM C177.
      1) R 4.25 @ 40 degrees.
      2) R 3.92 @ 75 degrees.
   c. Compressive Strength, ASTM D1621: Minimum 13 psi.
   d. Flexural Strength, ASTM C203: Minimum 30 psi.
   e. Dimensional Stability, ASTM D2126: Maximum 2 percent.
   f. Water Vapor Permeance, ASTM E96: Maximum 3.5 perms.
   g. Capillarity: None.
   h. Flame Spread as tested in accordance with ASTM E84: Less than 20.
   i. Smoke Developed as tested in accordance with ASTM E84: 150 to 300.
   j. LEED Recycle Content: 15 Percent Allowable.
2. Fanfold Size/Thickness:
   a. Thickness of 3/8 inch 4 foot by 50-foot fanfold bundle. Covers 200 SF.
   b. Thickness of 1/2 inch 4 foot by 50-foot fanfold bundle. Covers 200 SF.
   c. Thickness of 3/4 inch 4 foot by 24-foot fanfold bundle. Covers 96 SF.
3. Facing:
   a. RS-Roofing Silver.
   b. RW-Roofing White.

D. Flat Board Faced: InsulFoam SP VIII rigid, closed cell, expanded polystyrene (EPS) boards, UL certified, complying with ASTM C578; one side of board with factory laminated fiberglass facer:
1. InsulFoam SP VIII; Nominal Density 1.25 Pcf as tested in accordance with ASTM C 303. Physical properties as follows:
   a. C-Value (Conductance) BTU/(hr/ft2/degrees F) per inch as tested in accordance with ASTM C518 or ASTM C177.
      1) C .235 @ 40 degrees.
      2) C .255 @ 75 degrees.
   b. R-Value Thermal Resistance (hr/ft2/degrees F) /BTU per inch as tested in accordance with ASTM C518 or ASTM C177.
      1) R 4.25 @ 40 degrees.
      2) R 3.92 @ 75 degrees.
   c. Compressive Strength, ASTM D1621: Minimum 13 psi.
   d. Flexural Strength, ASTM C203: Minimum 30 psi.
   e. Dimensional Stability, ASTM D2126: Maximum 2 percent.
   f. Water Vapor Permeance, ASTM E96: Maximum 3.5 perms.
   g. Capillarity: None.
   h. Flame Spread as tested in accordance with ASTM E84: Less than 20.
   i. Smoke Developed as tested in accordance with ASTM E84: 150 to 300.
2. Size: 4-feet by 8-feet.
3. Thickness:
   a. Minimum thickness of _____ inch.
   b. Thickness required to achieve an R value of _____.
4. Provide 2-layer staggered system.
5. Provide single layer system.

E. Metal Roof Void Fill Insulation Unfaced: InsulFoam FL (Flute Fill) fits into the metal roof deck flutes. Rigid, closed cell, expanded polystyrene (EPS) board, complying with ASTM C 578.

1. InsulFoam FL I. Nominal Density: 1.0 Pcf as tested in accordance with ASTM C 303. Physical properties as follows:
   a. C-Value (Conductance) BTU/(hr/ft2/degrees F) per inch as tested in accordance with ASTM C 518 or ASTM C 177.
      1) C .240 @ 40 degrees.
      2) C .260 @ 75 degrees.
   b. R-Value Thermal Resistance (hr/ft2/degrees F) /BTU per inch as tested in accordance with ASTM C 518 or ASTM C 177
      1) R 4.17 @ 40 degrees.
      2) R 3.85 @ 75 degrees.
   c. Compressive Strength, ASTM D 1621: Minimum 10 psi.
   d. Flexural Strength, ASTM C 203: Minimum 25 psi.
   e. Dimensional Stability, ASTM D 2126: Maximum 2 percent.
   f. Water Vapor Permeance, ASTM E 96: Maximum 5.0 perms.
   g. Capillarity: None.
   h. Flame Spread as tested in accordance with ASTM E 84: Less than 20.
   i. Smoke Developed as tested in accordance with ASTM E 84: 150 to 300.
   j. LEED Recycle Content: 15 Percent allowable.
2. InsulFoam FL VIII. Nominal Density: 1.25 Pcf as tested in accordance with ASTM C 303. Physical properties as follows:
   a. C-Value (Conductance) BTU/(hr/ft2/degrees F) per inch as tested in accordance with ASTM C 518 or ASTM C 177
      1) C .235 @ 40 degrees.
      2) C .255 @ 75 degrees.
   b. R-Value Thermal Resistance (hr/ft2/degrees F) /BTU per inch as tested in accordance with ASTM C 518 or ASTM C 177
      1) R 4.25 @ 40 degrees.
      2) R 3.92 @ 75 degrees.
   c. Compressive Strength, ASTM D 1621: Minimum 13 psi.
   d. Flexural Strength, ASTM C 203: Minimum 30 psi.
   e. Dimensional Stability, ASTM D 2126: Maximum 2 percent.
   f. Water Vapor Permeance, ASTM E 96: Maximum 3.5 perms.
   g. Capillarity: None.
   h. Flame Spread as tested in accordance with ASTM E 84: Less than 20.
   i. Smoke Developed as tested in accordance with ASTM E 84: 150 to 300.
   j. LEED Recycle Content: 15 Percent allowable.
3. InsulFoam FL II. Nominal Density: 1.5 Pcf as tested in accordance with ASTM C 303. Physical properties as follows:
   a. C-Value (Conductance) BTU/(hr/ft2/degrees F) per inch as tested in accordance with ASTM C 518 or ASTM C 177.
      1) C .220 @ 40 degrees.
      2) C .240 @ 75 degrees.
   b. R-Value Thermal Resistance (hr/ft2/degrees F) /BTU per inch as tested in accordance with ASTM C 518 or ASTM C 177.
      1) R 4.55 @ 40 degrees.
      2) R 4.17 @ 75 degrees.
   c. Compressive Strength, ASTM D 1621: Minimum 15 psi.
   d. Flexural Strength, ASTM C 203: Minimum 35 psi.
   e. Dimensional Stability, ASTM D 2126: Maximum 2 percent.
   f. Water Vapor Permeance, ASTM E 96: Maximum 3.5 perms.
   g. Capillarity: None.
   h. Flame Spread as tested in accordance with ASTM E 84: Less than 20.
   i. Smoke Developed as tested in accordance with ASTM E 84: 150 to 300.
   j. LEED Recycle Content: 15 Percent allowable.

4. Shape/Size: Thickness as required to fill the flute.
   a. Beveled/Taper Cut.
   b. Square Cut.
   c. Shape/size as indicated.
   d. Provide in largest practical lengths for project.

F. Composite Insulation, Flat: Insulfoam HD Composite, flat, rigid, closed cell, expanded polystyrene (EPS) board, complying with ASTM C 578 with factory laminated 1/2-inch HD board.
1. Insulfoam HD. Nominal 1.0 Pcf as tested in accordance with ASTM C 303.
2. Thickness:
   a. Minimum thickness of 1.1/2-inches.
3. Size:
   a. 4-feet by 4-feet sheets.
   b. 4-feet by 8-feet sheets.

G. Composite Insulation tapered: Tapered Insulfoam HD Composite, tapered, closed cell, expanded polystyrene (EPS) board, complying with ASTM C 578 with factory laminated 1/2-inch HD board.
1. Insulfoam HD. Nominal 1.0 Pcf as tested in accordance with ASTM C 303. Physical properties as follows:
2. Size:
   a. 4-feet by 4-feet sheets.
   b. 4-feet by 8-feet sheets.
3. Thickness:
   a. Minimum thickness of _____ inches.
   b. Thickness required to achieve an R value of _____.
   c. Thickness as indicated on the Drawings.
   d. Average R value of _____.
4. Taper:
   a. Minimum slope as indicated on the Drawings.
   b. Crickets or saddles as indicated on the Drawings.
   c. Minimum Tapered Slope:
      1) 1/16-inch Per Foot Slope
      2) 1/8-inch Per Foot Slope
      3) 3/16-inch Per Foot Slope
      4) 1/4-inch Per Foot Slope
      5) 1/2-inch Per Foot Slope
   d. Minimum Crickets or Saddles:
      1) 1/8-inch Per Foot Slope
      2) 1/4-inch Per Foot Slope
      3) 1/2-inch Per Foot Slope

2.3 ACCESSORIES

A. Insulation Adhesives: As approved roofing system manufacturer and Insulfoam.

PART 3 EXECUTION

3.1 EXAMINATION

A. Do not begin installation until substrates have been properly prepared.

B. Examine roof deck for suitability to receive insulation. Verify that substrate is dry, clean, and

free of foreign material that will damage insulation installation.

C. Verify that roof drains, scuppers, roof curbs, nailers, equipment supports, vents, and other roof accessories are secured properly and installed in conformance with drawings and submittals.

D. Verify that deck is structurally sound to support installers, materials, and equipment without damaging or deforming work.

E. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION

A. Clean surfaces thoroughly prior to installation.

B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

C. Asphalt, coal tar base, oil base or plastic roof cements, and re-saturated roof products shall not be used in direct contact with unfaced EPS insulation.

D. Concrete Deck:
1. Concrete shall be cured, and prepared smooth with dust removed.
2. Concrete shall be dry, flat, clean, smooth, free of sharp edges and suitable for acceptance of insulation.

E. Plywood Deck:
1. Plywood must be exterior grade with an A or B finish side up and with no joints gapped greater than 1/4-inch.
2. Deck shall be dry, flat, clean, smooth, free of sharp edges and suitable for acceptance of approved fully adhered membrane.

F. Reroofing Over Existing Roof:
1. Condition of the existing roof must be appropriate to insulation and roof manufacturer's specifications for reroofing application. Significantly deteriorated decking must be repaired or replaced, as appropriate. Wet materials containing free moisture that would evaporate if exposed to atmosphere must be found and replaced.
2. Surface shall be dry, smooth and even, blisters cut, and loose aggregate removed.
3. Installation of approved insulation or cover board shall comply with manufacturer's standards.
4. Appropriate fastener shall be used to anchor the membrane to the deck at perimeters and penetrations in accordance with building code and performance requirements.

G. Apply vapor barrier and or retarder, as specified by the Architect or required by the local building code, to decking prior to installation of insulation.

3.3 INSTALLATION

A. Install specified insulation in accordance with the insulation manufacturer's Insulfoam Roofing Manual, the roofing manufacturer's, latest printed instructions and as required by governing codes and Owner's insurance carrier requirements.

B. Do not leave installed insulation exposed to weather. Cover and waterproof immediately

after installation.

C. Seal exposed insulation joints at the end of each day. Remove seal when work resumes.

D. Remove installed insulation that has become wet or damaged and replace with new solid and dry insulation material.

E. Install multi-layer tapered insulation systems to provide slopes indicated on the Drawings. Provide crickets and saddles as indicated and required.

F. Built-Up, Asphalt, Coal Tar and Modified Bitumen Systems:
1. Secure each insulation panel to the roof deck with Factory Mutual approved fasteners and plates (appropriate to the deck type).
2. Adhere maximum 4-foot by 4-foot panels of insulation to a prepared concrete deck with FM approved cold adhesive.
3. Butt edges and stagger joints of adjacent panels.
4. Multi-layer systems: Adhere subsequent layers with FM approved cold adhesive.
5. In multi-layer installations, stagger joints in top and bottom layers. Do not align joints in insulation.
6. Secure separator sheet over entire surface of the insulation overlapping edges a minimum of 2 inches.
7. Install the roof covering according to the roof manufacturer's specifications.

G. Single-Ply Systems Ballasted Single-Ply Systems:
1. Each insulation panel is loosely laid on the roof deck.
2. Butt edges and stagger joints of adjacent panels.
3. Install the roof covering according to the roof manufacturer's specifications.

H. Mechanically Attached Single-Ply Systems:
1. Each insulation panel must be secured to the roof deck with approved fasteners and plates (appropriate to the deck type).
2. Butt edges and stagger joints of adjacent panels.
3. Install the roof covering according to the roof manufacturer's specifications.

I. Fully Adhered Single-Ply Systems:
1. Secure each insulation panel to the roof deck with approved fasteners and plates (appropriate to the deck type).
2. Adhere maximum 4-foot by 4-foot panels of insulation to a prepared deck with cold adhesive.
3. Butt edges and stagger joints of adjacent panels.
4. Multi-layer systems: Adhere subsequent layers with FM approved cold adhesive.
5. In multi-layer installations, stagger joints in top and bottom layers. Do not align joints in insulation.
6. Install the roof covering according to the roof manufacturer's specifications.

3.4 CLEANING

A. Remove trash and construction debris from insulation before application of roofing membrane.

3.5 PROTECTION

A. Protect installed products until completion of project.

B. Protect installed insulation traffic by use of protective covering materials during and after installation.

C. Cover the top and edges of unfinished roof panel work to protect it from the weather and to prevent accumulation of water in the cores of the panels. Only apply enough insulation per day that can be covered by roofing.

D. Do not leave panels exposed to moisture. Wet panels shall be removed or allowed to completely dry prior to application of vapor barrier and/or roof covering.

E. Repair or replace damaged products before Substantial Completion.

END OF SECTION

PART 1 GENERAL

1.1 SUMMARY

A. This section includes requirements for supplying labor, materials, tools, and equipment to complete the Work as shown on the Drawings as specified herein including, but not limited to the following:
   1. Adhesive/Primer.
   2. Self-Adhered Water Resistive Air Barrier.
   3. Air Barrier/Thru-wall Flashing.
   4. Sealant.

B. References:
   1. The publications listed below form a part of this Section to the extent referenced. The publications are referred to in the text by the basic designation only. Refer to Division 01 for definitions, acronyms, and abbreviations.
   2. Standards, manuals, and codes refer to the latest edition of such standards, manuals, and codes in effect as of the date of issue of this Project Manual, unless indicated otherwise in CBC Chapter 35 and CFC Chapter 80.
   3. American Architectural Manufacturers Association (AAMA):
      a. AAMA 711-13 - Voluntary Specification for Self-Adhering Flashing Used for Installation of Exterior Wall Fenestration Products
      b. AAMA 2400-02 - Standard Practice for Installation of Windows with a Mounting Flange in Stud Frame Construction
   4. American Society for Testing and Materials (ASTM):
      a. ASTM D882-18 Standard Test Method for Tensile Properties of Thin Plastic Sheeting.
      b. ASTM D903-98(2017) Standard Test Method for Peel or Stripping Strength of Adhesive Bonds.
      c. ASTM E84-23c Standard Test Method for Surface Burning Characteristics of Building Materials.
      d. ASTM E96/E96M-22ae1 Standard Test Methods for Gravimetric Determination of Water Vapor Transmission Rate of Materials.
      e. ASTM E283/E283M-19 Standard Test Method for Determining Rate of Air Leakage Through Exterior Windows, Skylights, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen.
      f. ASTM E330/E330M-14(2021) Standard Test Method for Structural Performance of Exterior Windows, Doors, Skylights and Curtain Walls by Uniform Static Air Pressure Difference.
      g. ASTM E331-00(2023) Standard Test Method for Water Penetration of Exterior Windows, Skylights, Doors, and Curtain Walls by Uniform Static Air Pressure Difference.
      h. ASTM E2178-21a Standard Test Method for Determining Air Leakage Rate and Calculation of Air Permeance of Building Materials.
      i. ASTM E2357-23a Standard Test Method for Determining Air Leakage Rate of Air Barrier Assemblies.

1.2 ALTERNATES

A. Substitutions will be considered in accordance with the provisions of Section 01 62 00 Product Options.

B. Materials must meet the following criteria:

1. Air leakage:
   a. ASTM E2357: Pass.
   b. CAN/ULC-S742-11: Classification A1.
   c. CAN/ULC S741-08: Pass.
2. Water resistance:
   a. AATCC TM127: Pass.
   a. ASTM E331: Pass.
3. Nail Sealability:
   a. AAMA 711-13, ASTM D1970: Pass.

C. Alternate submission format to include:
1. Evidence that alternate materials meet or exceed performance characteristics of product requirements and documentation from an approved independent testing laboratory certifying that the performance of the system including auxiliary components exceed the requirements of the local building code.
2. References clearly indicating that the Air Barrier Manufacturer has successfully completed projects of similar scope and nature on an annual basis for a minimum of ten (10) years.
3. Air Barrier Manufacturer's guide specification.
4. Air Barrier Manufacturer's complete set of technical data sheets for assembly.
5. Air Barrier Manufacturer's complete set of details for assembly.
6. Product certification confirming assembly components are supplied and warranted by a single source Air Barrier Manufacturer.
7. Sample warranty as specified.

D. Submit requests for alternates to this specification a minimum of ten (10) working days prior to bid date. Include a list of twenty-five (25) projects executed over the past five (5) years.

E. Issued addendums confirm acceptable alternates. Do not submit substitute materials after tender closing.

1.3 ADMINISTRATIVE REQUIREMENTS

A. Pre-installation meetings:
1. When required, and with prior notice, an Air Barrier Manufacturer representative will meet with the necessary parties at the jobsite to review and discuss project conditions as it relates to the integrity of the assembly.

1.4 SUBMITTALS

A. All submittals shall be made in accordance with the provisions of Section 01 33 00 Submittal Procedures. Contractor initial submittal shall include 'Submittal Items' requested below. 'Closeout Submittal Items' shall be provided as required by Section 01 77 00 Closeout Procedures.

B. Submittal Item No. 07 27 27A - Product Data:
1. Provide manufacturer's comprehensive literature for each product specified including, but not limited to:
   a. Air Barrier Manufacturer's guide specification.
   b. Air Barrier Manufacturer's complete set of technical data sheets for assembly
   c. Air Barrier Manufacturer's complete set of guide details for assembly

C. Submittal Item No. 07 27 27B - Certificates:
1. Product certification confirming assembly components are supplied and warranted by a single source Air Barrier Manufacturer

D. Submittal Item No. 07 27 27C - Warranty:
   1. Sample warranty as specified.

1.5 QUALITY ASSURANCE

A. Single Source Responsibility:
   1. Obtain air barrier and auxiliary materials including adhesive/primer, air barrier, flashings, and sealants from a single Air Barrier Manufacturer regularly engaged in the manufacturing and supply of the specified products.
   2. Verify product compliance with federal, state, and local regulations.

B. Manufacturer Qualifications:
   1. Air Barrier Manufacturer shall demonstrate qualifications to supply materials of this Section by certifying the following:
      a. Air Barrier Manufacturer must not issue warranties for terms longer than they have been manufacturing and supplying specified products for similar scope of Work.

C. Fire Performance Characteristics: Provide water-resistive barrier meeting the following fire-test characteristics.
   1. Surface-Burning Characteristics: ASTM E84.
   2. Flame spread index: 5 or less.
   3. Smoke developed index: 15 or less.

D. Installer Qualifications:
   1. Perform Work in accordance with the Air Barrier Manufacturer's published literature and as specified in this Section.
   2. Maintain one (1) copy of the Air Barrier Manufacturer's installation instructions on site.
   3. At all times during the execution of the Work allow access to site by the Air Barrier Manufacturer representative.
   4. If meeting with the Air Barrier Manufacturer during project construction, contact the Air Barrier Manufacturer a minimum of two weeks prior to schedule meeting.

1.6 MOCK-UPS

A. Mock-ups: Construct mock-ups to verify selections made under submittals and to set quality standards for materials and execution:
   1. Where directed by architect, construct typical exterior wall section, six (6'-0") feet by six (6'-0") feet, incorporating substrate materials, and adjacent materials including flashing, door frame, window frame, attachment of insulation, showing air barrier application details.

B. Notify architect a minimum seven (7) days prior to mock-up construction.

C. Review and acceptance of mock-ups does not constitute approval of deviations from the Contract Documents contained in mock-ups unless architect specifically notes such deviations in writing.

D. Once reviewed by architect, acceptable mock-up can form a permanent part of the Work and will form the basis for acceptance for the remainder of the project.

E. Remove and replace materials found unacceptable at no additional cost to Owner.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Delivery of Materials:

1. Deliver materials to the jobsite in undamaged and clearly marked containers indicating the name of the Air Barrier Manufacturer and product.

B. Storage of Materials:
1. Store materials as recommended by the Air Barrier Manufacturer and conform to applicable safety regulatory agencies. Refer to all applicable data including, but not limited to, Safety Data Sheet (SDS), Technical Data sheet (TDS), product labels, and specific instructions for personal protection.
2. Keep solvents away from open flame or excessive heat.
3. Store materials in original packaging.
4. Protect rolls from direct sunlight until ready for use.
5. Refer to Air Barrier Manufacturer's product TDS.

C. Handling:
1. Refer to Air Barrier Manufacturer's product TDS.

1.8 SITE CONDITIONS

A. Environmental Requirements:
1. Do not perform Work during rain or inclement weather.
2. Do not perform Work on frost covered substrates or surfaces that are wet to touch.

B. Protection:
1. It is the responsibility of the installing Subcontractor to protect all surfaces not included in scope of Work from overspray including, but not limited to, windows, doors, adjacent areas, and vehicles.
2. Cap and protect exposed back-up walls against wet weather conditions during and after application of air barrier assembly.

C. Complete preparation Work prior to installing air barrier.

D. Ground all equipment during operations.

1.9 WARRANTY

A. Manufacturer's Single Source Warranty:
1. Assembly Warranty:
a. Installer must warrant the assembly against product defect for a period of ten (10) years from the date of substantial completion.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Air Barrier and auxiliary materials shall comply with the following system requirements:
1. Obtain air barrier and auxiliary materials as a single-source from the Air Barrier Manufacturer to ensure total system compatibility and integrity.
2. Air leakage:
a. ASTM E2357: Pass
b. CAN/ULC-S742-11: Classification A1
c. CAN/ULC S741-08
3. Water resistance:
a. AATCC TM127: Pass

b. ASTM E331: Pass
4. Nail Sealability:
a. AAMA 711-13, ASTM D1970: Pass

B. Acceptable Manufacturers:
1. WrapShield SA® Self-Adhered Water-Resistive Vapor Permeable Air Barrier by VaproShield® LLC, Gig Harbor, WA, Ph: (866) 731-7663, www.vaproshield.com.
2. 3M Air and Vapor Barrier 3015, self-adhered, vapor-impermeable 3M® Air Barrier Products, 3M Center Building 0230-B-E-16; St. Paul, MN 55144-1000; Ph: (866) 513-4026; Fax: (651) 737-1920; Web: www.3m.com.
3. Henry® Blueskin® VP160 Self-Adhered Water Resistive Air Barrier; Henry® Company, 999 N. Sepulveda Blvd. Suite 800, El Segundo, CA 90245; Ph: (800) 486-1278, www.henry.com.

2.2 MATERIALS

A. Primary Sheet-Applied, Vapor Permeable Water Resistive Air Barrier: Self-adhered vapor permeable, water resistive air barrier consisting of a reinforced, modified polyolefin tri-laminate film surface and patented permeable adhesive technology with split-back poly-release film; having the following typical physical properties:
1. Basis of design: WrapShield SA® Self-Adhered Water-Resistive Vapor Permeable Air Barrier by VaproShield® LLC and related assembly components.
2. Water Resistive Air Barrier
3. Thickness: 23 mils.
4. Water Vapor Permeance (ASTM E96): 29 perms.
5. Air Leakage of Air Barrier Assemblies (ASTM E2357): Pass.
6. Air Permeance (ASTM E2178): Pass.
7. Nail Sealability (ASTM D1970): Pass.
8. Dry Tensile Strength (ASTM D882):
a. 41 lbf/182N MD.
b. 29 lbf/129N CD.
9. Surface Burning Characteristics (ASTM E84):
a. Flame Spread: Class A.
b. Smoke Development: Class A.
10. Low Application Temperature: 20 degrees F.

B. Assembly Auxiliary Materials:
1. Adhesives/Primers:
a. Standard VOC adhesive:
1) Synthetic rubber based quick setting adhesive, having the following typical physical properties:
a) Maximum VOC: 450 g/L.
b) Drying time (initial set): 30 minutes.
c) Low Application Temperature: 10 degrees F.
b. Low VOC adhesive:
1) Synthetic rubber based quick setting adhesive with low VOC content, having the following typical physical properties:
a) Maximum VOC: <240 g/L.
b) Drying time (initial set): 30 minutes.
c) Low Application Temperature: 10 degrees F.
2) Polymer emulsion water based quick setting adhesive with low VOC content, having the following typical physical properties:
a) Maximum VOC: 50 g/L.
b) Drying time (initial set): 30 minutes.

c) Low Application Temperature: 25 degrees F.

c. Aerosol spray adhesive:
   1) Quick drying spray adhesive used to prepare construction surfaces for the application of flashings, having the following typical physical properties:
      a) Solids by weight: 35 percent.
      b) Drying time (initial set): 3 minutes.
      c) Low Application Temperature: minus 10 degrees F.

d. Quick setting primers:
   1) Synthetic rubber based quick setting adhesive with low VOC content, having the following typical physical properties:
      a) Maximum VOC: 250 g/L.
      b) Dry time: 1-3 minutes.
      c) Low Application Temperature: 40 degrees F.

2. Liquid-Applied Flashing:
   a. Moisture-curing single component elastomeric liquid-applied flashing using a highly advanced Silyl-Terminated Polyether (STPE) polymer curing to a monolithic membrane; having the following typical physical properties:
      1) Air Permeance (ASTM E2178): Pass.
      2) Water Vapor Permeance (ASTM E96): 21.8 perms @ 25 mils.
      3) Air Leakage of Air Barrier Assemblies (ASTM E2357): Pass.
      4) Water Resistance (AC212/ASTM D2247): Pass.
      5) Nail Sealability (AAMA 711): Pass.
      6) Surface Burning Characteristics (ASTM E84):
      7) Flame Spread: Class A.
      8) Smoke Development: Class A.
      9) Elongation (D412): 264 percent.
      10) Low Application Temperature: 20 degrees F.

3. Self-Adhered Flashing:
   a. Non-Vapor Permeable Flashing:
      1) Non-vapor permeable, self-adhered water resistive air and vapor barrier consisting of a synthetic butyl compound integrally laminated to a white engineered polypropylene film surface, having the following typical physical properties:
         a) Thickness: 14 mils.
         b) Water Vapor Permeance (ASTM E96): 0.14 perms.
         c) Nail Sealability (ASTM D1970): Pass.
         d) Elongation (ASTM D412): 825 percent minimum.
         e) Low Application Temperature: 25 degrees F.
      2) Non-vapor permeable, self-adhered water resistive air and vapor barrier consisting of an SBS rubberized asphalt compound integrally laminated to a high strength polyethylene with surface layer of metallic aluminum film, having the following typical physical properties:
         a) Thickness: 45 mils.
         b) Water Vapor Permeance (ASTM E96): 0.014 perms.
         c) Nail Sealability (ASTM D1970): Pass.
         d) Elongation (ASTM D412): 85 percent.
         e) Low Application Temperature: 20 degrees F.
      3) Non-vapor permeable, self-adhered water resistive air and vapor barrier consisting of an SBS rubberized asphalt compound integrally laminated to a blue engineered thermoplastic film surface, having the following typical physical properties:
         a) Thickness: 40 mils.
         b) Water Vapor Permeance (ASTM E96): 0.86 perms.
         c) Nail Sealability (ASTM D1970): Pass.

d) Elongation (ASTM D412-modified): 200 percent minimum.
e) Low Application Temperature: 41 degrees F.

4) Low temperature non-vapor permeable, self-adhered water resistive air and vapor barrier consisting of an SBS rubberized asphalt compound integrally laminated to a blue engineered thermoplastic film surface, having the following typical physical properties:
a) Thickness: 40 mils.
b) Water Vapor Permeance (ASTM E96): 0.86 perms.
c) Nail Sealability (ASTM D1970): Pass.
d) Elongation (ASTM D412-modified): 200 percent minimum.
e) Low Application Temperature: 10 degrees F.

b. Vapor Permeable Flashing:
1) Self-adhered water resistive vapor permeable air barrier consisting of a reinforced modified polyolefin tri-laminate film surface and patented adhesive technology with split-back poly-release film; having the following typical physical properties:
a) Thickness: 23 mils.
b) Water Vapor Permeance (ASTM E96): 29 perms.
c) Nail Sealability (ASTM D1970): Pass.
d) Low Application Temperature: 20 degrees F.

4. Sealants:
a. Building Envelope Sealant:
1) Moisture cure, medium modulus polymer modified sealing compound, having the following typical physical properties:
a) Elongation: 450 – 550 percent.

b. Termination Sealant:
1) One-part high performance synthetic rubber sealant; having the following typical physical properties:
a) Elongation: 200 percent minimum.

C. Additional Materials:
1. Thru-Wall Flashing:
a. Non-vapor permeable self-adhered through-wall flashing consisting of an SBS rubberized asphalt compound integrally laminated to a yellow engineered thermoplastic film surface, having the following typical physical properties:
1) Thickness: 40 mils.
2) Water Vapor Permeance (ASTM E96): 0. 03 perms.
3) High Temperature Stability - Flow Resistance (ASTM D5147): Pass.
4) Low Application Temperature: 40 degrees F.

PART 3 EXECUTION

3.1 EXAMINATION

A. The installing contractor shall examine and determine that surfaces and conditions are ready to accept the Work of this Section in accordance with the Air Barrier Manufacturer's installation guide and as specified in this Section.
1. Commencement of Work or any parts thereof shall mean installer's acceptance of the substrate.

B. Notify Owner and/or Architect in writing of any conditions that are not acceptable prior to proceeding with work in that area.

C. Verification of Conditions:

1. Verify substrates to receive Work and surrounding adjacent surfaces are in accordance with Air Barrier Manufacturer's installation guide and as specified in this Section prior to installation of self-adhered air barrier assembly.
2. Continuous substrate:
   a. Existing substrate must be continuous and secured prior to application of air barrier.
   b. Securely fasten sheathing panels and install flush to ensure a continuous substrate in accordance with Air Barrier Manufacturer's installation guide and as specified in this Section.
   c. Fastener penetrations must be set flush with sheathing and fastened into solid backing.
   d. Refer to Air Barrier Manufacturer's details.
3. Strike masonry joints flush.
4. Concrete surfaces shall be smooth and without large voids, spalled areas or sharp protrusions. Refer to Air Barrier Manufacturer's details for substrate gap limitations.
5. Remove concrete forms and allow new concrete to cure for a minimum of fourteen (14) days.
6. Curing compounds or release agents used in concrete construction must be resin based without oil, wax, or pigments.
7. Do not install air barrier over substrates that are wet to touch.

D. Do not apply air barrier until substrate and environmental conditions are in accordance with Air Barrier Manufacturer's installation guide and as specified in this Section.

3.2 PREPARATION

A. All surfaces must be sound, dry, clean, and free of oil, grease, dirt, excess mortar, frost, laitance, loose and flaking particles, or other contaminants.

B. Protect adjacent surfaces not included in scope of Work to prevent spillage and overspray.

C. Cap and protect exposed back-up walls against wet weather conditions during and after application of the air barrier assembly.

3.3 INSTALLATION

A. Ensure substrate is ready to receive air barrier in accordance with Air Barrier Manufacturer's installation guide and as specified in this Section.

B. Temperature limitation:
1. Primary air barrier:
   a. Substrate temperature must be above 20 degrees F and rising.
2. Auxiliary products:
3. Temperature limitations may vary. Refer to Air Barrier Manufacturer's product TDS for product specific temperature limitations.

C. Application of flashing:
1. Self-adhered flashing:
   a. Where required install adhesive/primer recommended by Air Barrier Manufacturer continuously at rate recommended ensuring complete substrate coverage of anticipated flashing installation area.
      1) Allow adhesive/primer to cure to a tacky film prior to application of flashing.
      2) Primed areas not covered by end of day must be re-primed prior to installation of flashing.
   b. Measure and cut self-adhered flashing to ensure adequate length to achieve

continuous coverage of desired installation.
c. Peel protective film from self-adhered flashing and align top of membrane verifying proper positioning prior to complete film removal and flashing placement.
d. Press self-adhered flashing firmly into place by applying hand pressure to the middle of the membrane and working the pressure to the edges, eliminating wrinkles and air bubbles.
e. Install self-adhered flashings in shingle fashion to eliminate reverse laps.
f. Where required, prime laps at rate recommended by Air Barrier Manufacturer to ensure complete coverage of anticipated lap installation.
g. Lap adjoining edges a minimum of two- (2) inches.
h. Roll flashing and laps with countertop roller to obtain thorough adhesion.
i. Seal reverse laps at self-adhered flashing with sealant. Sealant recommendations may vary due to product or sequence of construction. Refer to Air Barrier Manufacturer details for recommended sealant.

2. Liquid-applied flashing:
a. Apply a uniform film of aerosol spray adhesive to raw edges of gypsum sheathing at rate recommended by Air Barrier Manufacturer completely encapsulating loose gypsum core at the cut edge of gypsum sheathing.
b. Allow adhesive to cure to a tacky film prior to application of liquid-applied flashing.
c. Apply flashing in accordance with and at rate recommended by Air Barrier Manufacturer.
d. Spread flashing to achieve a monolithic membrane over substrate requiring flashing.
e. Allow flashing to cure prior to subsequent installations.

D. Detailing/Flashing:
1. Complete detailing and flashing installations per Air Barrier Manufacturer's installation guide, details, and this specification.
2. Refer to Air Barrier Manufacturer details for further clarification and installation procedures including, but not limited to, the following:
a. Inside corners
b. Outside corners
c. Pipe penetrations
d. Shelf angles
e. Wall to foundation transitions
f. Reverse laps
g. Construction joints
h. Rough opening:
1) Install rough opening details per Window Manufacturer's installation guide details and in accordance with ASTM E2112.
2) Wall assemblies containing a vapor retarder on the interior wall assembly:
3) Extend flashing into rough opening to ensure sufficient membrane for connection with vapor retarder and provide a continuous air barrier assembly.
3. Transitions:
a. Contact Air Barrier Manufacturer to coordinate transition of self-adhered air barrier to adjacent areas including, but not limited to, the following:
1) Roof to air barrier.
2) Air barrier to vertical or horizontal waterproofing.
3) Fastener penetrations.

E. Thru-Wall Flashing:
1. Coordinate with Section 07 62 00 Sheet Metal Flashing and Trim.

F. Application of Primary Sheet-Applied Vapor Permeable Water Resistive Air Barrier:
1. Where required, install adhesive/primer recommended by Air Barrier Manufacturer

continuously and at rate recommended by Air Barrier Manufacturer to ensure complete substrate coverage of anticipated flashing installation area.
   a. Allow adhesive/primer to cure to a tacky film prior to application of air barrier.
   b. Primed areas not covered by end of day must be re-primed prior to installation of air barrier.
2. Peel protective film from primary air barrier and align top of verifying proper positioning prior to complete film removal and placement.
3. Press primary air barrier firmly into place by applying hand pressure to the middle of the membrane and working the pressure to the edges, eliminating wrinkles and air bubbles.
4. Install primary air barrier in shingle fashion to eliminate reverse laps.
5. For lap adhesion enhancements, install standard or low VOC adhesive continuously and at rate recommended by Air Barrier Manufacturer to ensure substrate coverage of anticipated flashing installation area.
   a. Allow adhesive/primer to cure to a tacky film prior to subsequent primary air barrier installation.
6. Horizontal applications:
   a. Horizontal seams: two- (2) inch minimum.
   b. Vertical seams: three- (3) inch minimum.
7. Roll primary air barrier and laps with countertop roller to obtain thorough adhesion.
8. Seal permanent reverse laps of primary air barrier with termination sealant.

G. Special Considerations:
1. Contact Air Barrier Manufacturer to verify product and installation requirements.
2. Wall assemblies identified as special conditions and requiring supplemental detailing may include, but are not limited to, any of the following:
   a. Panelized wall assemblies.
   b. Sloped wall assemblies.
   c. Rainscreen cladding systems permitting permanent direct exposure to bulk water onto the primary air barrier within a completed wall assembly.
   d. Claddings impeding drainage and/or promoting hydrostatic pressure:
      1) Horizontal Z-girts or furring strips installed directly onto air barrier in a manner to encourage water collection.

H. Fastener Penetrations Through Primary Air Barrier:
1. It is the responsibility of the installer penetrating the air barrier assembly to install fasteners and components in accordance with the Air Barrier Manufacturer's installation guide and as specified in this Section.
2. Installation requirements:
   a. Drill fasteners and components with sufficient compression to maintain continuity in the air barrier assembly.
   b. Refer to "Self-tapping fasteners" and/or "pre-drilled fasteners".
3. Supplemental sealant:
   a. Penetrations that do not meet installation requirements require the addition of termination sealant at point of insertion through the air barrier to maintain continuity in the air barrier assembly.
4. Self-tapping fasteners:
   a. Fastener head/assembly component must be larger in diameter than the fastener shank.
   b. Install fastener head/assembly component to provide a continuous compression firmly against the air barrier creating a gasketing seal without damaging the membrane.
   c. Do not install fastener components through the air barrier over unsupported areas of the substrate such as sheathing joints.
   d. Remove overdriven fasteners, improperly installed fasteners, defective/broken

fasteners, or fasteners not properly fastened into the building structure beyond the air barrier membrane and seal the vacated hole with termination sealant prior to the installation of the exterior cladding.

5. Pre-drilled fastening assemblies:
   a. Fastening head/assembly component must be larger in diameter than predrilled hole.
   b. Install fastening head/assembly component to provide a continuous compression firmly against the air barrier creating a gasketing seal without damaging the membrane.
   c. Do not install fastening components through air barrier over unsupported areas of the substrate such as sheathing joints.
   d. Seal improperly drilled and/or vacated holes with termination sealant prior to the installation of the exterior cladding.

3.4 FIELD QUALITY CONTROL

A. Final Observation and Verification:
   1. Owner's representative, General Contractor, or Air Barrier Manufacturer shall complete the final inspection of the air barrier assembly as required by warranty.
      a. Contact Air Barrier Manufacturer for warranty issuance requirements.

B. Install cladding as soon as practical after application. Air barrier assembly not designed for permanent UV exposure. Refer to Air Barrier Manufacturer's product TDS for product limitations.

3.5 CLEANING

A. As the Work proceeds, and upon completion, promptly clean up and remove from the premises all rubbish and surplus materials resulting from the foregoing Work.

B. Clean soiled surfaces, spatters, and damage caused by Work of this Section.

C. Check area to ensure cleanliness and remove debris, equipment, and excess material from the site.

END OF SECTION

PART 1 GENERAL

1.1 SUMMARY

A. The work of this section includes but is not necessarily limited to, furnishing and installation of all preformed metal roofing, and accessories as indicated on the drawings and specified herein.

B. References:
1. The publications listed below form a part of this Section to the extent referenced. The publications are referred to in the text by the basic designation only. Refer to Division 01 for definitions, acronyms, and abbreviations.
2. Standards, manuals, and codes refer to the latest edition of such standards, manuals, and codes in effect as of the date of issue of this Project Manual, unless indicated otherwise in CBC Chapter 35 and CFC Chapter 80.
   a. American Society of Testing Materials (ASTM):
      1) ASTM A792/A792M-23 Standard Specification for Steel Sheet, 55-percent Aluminum-Zinc Alloy-Coated by the Hot-Dip Process.
      2) ASTM A924/A924M-22a Standard Specification for General Requirements for Steel Sheet, Metallic-Coated by the Hot-Dip Process.
      3) ASTM D523-14(2018) Standard Test Method for Specular Gloss.

1.2 PERFORMANCE REQUIREMENTS

A. Testing and Certification:
1. Wind Uplift: UL 580 test, Class 90 rated:
   a. Construction #397, minimum 24-gauge panels, when installed over minimum 5/8-inch plywood decking, with roof panel fastener clips spaced 18-inches on center maximum (wide batten only), or Construction #397A with clips at 24-inches on center maximum (narrow batten only).

1.3 SUBMITTALS

A. All submittals shall be in accordance with the provisions of Section 01 33 00 Submittal Procedures. Contractor initial submittal shall include all 'Submittal Items' requested below. 'Closeout Submittal Items' shall be provided as required by Section 01 77 00 Contract Closeout.

B. Submittal Item No. 07 41 13A - Product Data:
1. Submit manufacturer's technical product data, installation instructions and recommendations for each type of roofing required. Include data substantiating that materials comply with requirements.

C. Submittal Item No. 07 41 13B - Samples:
1. Prior to ordering products, submit Manufacturer's standard color Samples for Architect's/Engineer's selections.
2. Prior to starting work, submit three (3) 12-inch-long panel samples showing shape, and a representative color chip for Architect's/Engineer's acceptance.

D. Submittal Item No. 07 41 13C - Shop Drawings:
1. Submit complete shop drawings detailing all perimeter flashings and joints in accordance with the manufacturer's standard recommendations.

2. Describe all proposed details that deviate from what is shown on the plans.
3. Details shall allow for expansion and contraction.

E. Submittal Item No. 07 41 13D - Site Conditions:
1. Provide completed site condition form for environmental conditions excluded in the standard warranty.

1.4 QUALITY ASSURANCE

A. Installer's Qualifications:
1. Installer must be approved by the Panel Manufacturer in writing prior to work commencing.
2. Installer shall meet the following:
   a. Successfully applied five metal roofs of comparable size and complexity which reflect a quality weathertight installation in the region where the work will be performed.
   b. Have been in business for a minimum period of five years in the region where the work will be performed.

B. Manufacturer's Qualifications:
1. Manufacturer shall have a minimum of 10 years' experience supplying metal roofing to the region where the work is to be done.
2. Comply with current independent testing and certification as specified.
3. Manufacturer shall provide proof of $2,000,000 liability insurance for their metal roof system.
4. The roof panel manufacturer must also subscribe to Underwriters Laboratories" "Follow Up Service" assuring continuing product compliance with UL requirements. Shipment packaging of panels and attachment clips must bear UL classification markings.
5. Panel manufacturers without full supporting product literature, Flashing & Details Guides, Guide Specifications, and Technical Support shall not be considered equal to the specified product.

C. Regulatory Agency Requirements:
1. Comply with current edition CBC and local Building Code requirements if more restrictive than those specified herein.
2. Compliance with certification must be submitted with bid.

D. Design Criteria:
1. Wind Uplift: The roof system manufacturer shall provide an attachment schedule or supporting calculations to demonstrate adequate attachment for the following uplift loads:
   a. Uplift loads as calculated using the current edition of the CBC with a 95 MPH basic wind speed (3-second gust), Exposure Category C, Seismic Design Category D.
      1) Roof Snow loads: Minimum design snow load and roof live load shall be 20 pounds per square foot below elevation of 1,800 feet and thirty (30) pounds per square foot at 1,800 feet and elevations above.
   b. Drag Loading: The roof panel manufacturer shall provide an attachment schedule or calculations to resist drag loads induced by a snow load of 30 psf.

1.5 DELIVERY, STORAGE AND HANDLING

A. Protect against damage and discoloration.

B. Handle panels with non-marring slings.

C. Do not bend panels.

D. Store panels above ground, with one end elevated for drainage.

E. Protect panels against standing water and condensation between adjacent surfaces.

F. If panels become wet, immediately separate sheets, wipe dry with clean cloth, and allow to air dry.

G. Painted panels shall be shipped with a protective plastic sheeting or a strippable film coating between all panels.

1.6 PROJECT CONDITIONS

A. Examine the conditions and substrates in which metal roofing work is to be installed. Substrate shall be installed level, flat and true to avoid panel stresses and distortion.

B. Field measurements shall be taken prior to fabrication of panels.

C. Proceed with roofing installation only after satisfactory conditions are met.

1.7 WARRANTY

A. Manufacturer's Product Warranty:
1. Manufacturer's standard coating performance warranty, as available for specified installation and environmental conditions.

B. Contractor's Warranty:
1. Warrant panels, flashings, sealants, fasteners and accessories against defective materials and/or workmanship, to remain watertight and weatherproof with normal usage for two (2) years following Project Substantial Completion date.

C. Manufacturer's Weathertightness Warranty:
1. Contact Manufacturer's sales department for watertightness warranty information.

PART 2 PRODUCTS

2.1 MANUFACTURER

A. Basis of Design:
1. AEP Span, A Division of ASC Profiles Inc., Main Office, 2110 Enterprise Boulevard, West Sacramento, CA 95691; Ph: (800) 733-4955
2. Fontana location: 10905 Beech Avenue, Fontana, CA 92337.
3. Tacoma location: 2141 Milwaukee Way, Tacoma, WA 98421.
4. Or equal

B. Panel Designation:
1. Select Seam® Wide Batten.

2.2 MATERIALS

A. Panels:
1. Base Metal:
a. Material:
1) For primers thicker than 0.5 mil, steel conforming to ASTM A924, G-90

Galvanized, minimum yield 50,000 psi, thickness 24-gauge standard.
b. Protective Coating:
1) For primers thicker than 0.5 mil, conform to ASTM A924, G-90 Galvanized.
2. Finish:
a. DuraTech® 5000 (Polyvinylidene Fluoride), full 70 percent Kynar® 500/Hylar 5000® consisting of baked-on 0.15-0.20 mil corrosion resistant primer and baked-on 0.70-0.80 mil finish coat with a specular gloss of 10-30 percent when tested in accordance with ASTM D523 at 60 degrees.
3. Color:
a. Architect shall select from manufacturer's standard selection of not less than 22 colors.
4. Interior Finish:
a. Primer Coat Material: Corrosion-resistant primer; primer coat dry film thickness: 0.15 mils; finish coat material: polyester paint, finish coat dry film thickness: 0.35 mils.
b. Total Interior Dry Film Thickness: 0.50 mils.
c. Color: Off-White.
5. Configuration:
a. Wide Batten: Roof panels shall consist of snap-on batten caps 1.7/8-inches wide and 1.7/8-inches high spaced 22.1/2-inches on center and a nominal panel width of the same. Panels shall be factory correctively leveled.

B. Accessories:
1. Fastener Clip: UL-90 assembly rated clip; 24-gauge coated with minimum AZ-50 Zinc-Aluminum coating per ASTM A792.
2. Fasteners: Per manufacturer's recommendation including attachment schedule.
3. Sealant:
a. Gunnable Grade Caulking: Single component Urethane Caulk.
b. Tape Sealant: Butyl.

C. Flashing:
1. Protective metallic coating, material, gauge and finish to match panels. Do not use lead or copper. Remove any strippable film prior to installation.

D. Fabrication:
1. Unless otherwise shown on drawings or specified herein, panels shall be full length. Fabricate flashings and accessories in longest practical lengths.
2. Roofing panels shall be factory formed. Field formed panels are not acceptable.
3. Roofing panels and/or battens shall be field curved, as required, to dimensions shown on drawings (Applicable for curved roof applications only.)

PART 3 EXECUTION

3.1 EXAMINATION

A. Existing Conditions:
1. Verify that members and/or substrate to receive panels are complete, accurately sized and located, in true plane, secure and otherwise properly prepared.
2. Prior to starting work, notify General Contractor about defects requiring correction.
3. Do not start work until conditions are satisfactory.

3.2 PREPARATION

A. Field Measurements:
1. Verify prior to fabrication.

2. If field measurements differ from drawing dimensions, notify Architect/Engineer prior to fabrication.

B. Protection:
1. Treat, or isolate with protective material, and contacting surfaces of dissimilar materials to prevent electrolytic corrosion.
2. Require workmen who will be walking on Roofing panels to wear clean, soft-soled work shoes that will not pick up stones or other abrasive material which could cause damage or discoloration.
3. Protect Work of other Trades against damage and discoloration.

C. Surface Preparation:
1. Clean and dry surfaces prior to applying sealant

3.3 INSTALLATION

A. Panels:
1. Follow roof panel manufacturer's directions.
2. Install panel seams vertically.
3. Secure panels without warp or deflection.
4. Fully engage battens.
5. Remove strippable protective film, if used, immediately preceding panel installation.

B. Allowable Erection Tolerance:
1. Maximum Alignment Variation: 1/4-inch in 40 feet.

C. Flashing:
1. Follow manufacturer's directions and architect approved Shop Drawings. Install flashings to allow for thermal movement.

D. Cutting and Fitting:
1. Neat, square and true.
2. Torch cutting is prohibited.

3.4 CLEAN UP AND CLOSEOUT

A. Panel Damage and Finish Scratches:
1. Do not apply touch-up paint to damaged paint areas that involve minor scratches.
2. Panels or flashings that have severe paint and/or substrate damage shall be replaced as directed by the Architect's or Owner's representative.

B. Cleaning and Repairing:
1. At completion of each day's work and at work completion, sweep Panels, Flashings and Gutters clean.
2. Do not allow fasteners, cuttings, filings or scraps to accumulate.
3. Remove debris from Project Site upon work completion or sooner, if directed.

END OF SECTION

POLYVINYL-CHLORIDE (PVC) ROOFING

SECTION 07 54 19

PART 1 GENERAL

1.1 SECTION INCLUDES

A. PVC thermoplastic membrane, felt backed, fully adhered system.

B. Fiberglass-faced primed roof board, attached with mechanical fasteners.

C. Prefabricated flashings, corners, parapets, stacks, vents, and related details.

D. Fasteners, adhesives, and other accessories required for a complete roofing installation.

E. Traffic Protection.

1.2 REFERENCES

A. NRCA - The NRCA Roofing and Waterproofing Manual.

B. ASCE 7 - Minimum Design Loads For Buildings And Other Structures.

C. UL – Roofing Materials and Systems Directory, Roofing Systems (TGFU.R10128).

D. ASTM C 1289 – Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board.

E. ASTM D 751 – Standard Test Methods for Coated Fabrics.

F. ASTM D 4434 – Standard Specification for Poly(Vinyl Chloride) Sheet Roofing.

G. ASTM 108 – Standard Test Methods for Fire Tests of Roof Coverings.

H. ASTM E 119 – Standard Test Methods for Fire Tests of Building Construction and Materials.

1.3 SYSTEM DESCRIPTION

A. General: Provide installed roofing membrane and base flashings that remain watertight; do not permit the passage of water; and resist specified uplift pressures, thermally induced movement, and exposure to weather without failure.

B. Material Compatibility: Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by roofing membrane manufacturer based on testing and field experience.

C. Physical Properties:
1. Roof product must meet the requirements of Type III PVC sheet roofing as defined by ASTM D 4434 and must meet or exceed the following physical properties.

2. Thickness: In accordance with ASTM D 751.
3. Thickness Over Scrim: ≥ 28 mil in accordance with ASTM D 751.
4. Breaking Strengths: ≥ 390 lbf. (MD) and ≥ 438 lbf. (XMD) in accordance with ASTM D 751, Grab Method.
5. Elongation at Break: ≥ 31% (MD) and ≥ 31% (XMD) in accordance with ASTM D 751, Grab Method.
6. Heat Aging in accordance with ASTM D 3045: 176 °F for 56 days. No sign of cracking, chipping or crazing. (In accordance with ASTM D 4434).
7. Factory Seam Strength: ≥ 431 lbf. in accordance with ASTM D 751, Grab Method.
8. Tearing Strength: ≥ 132 lbf. (MD) and ≥ 163 lbf. (XMD) in accordance with ASTM D 751, Procedure B.
9. Low Temperature Bend (Flexibility): Pass at -40 °F in accordance with ASTM D 2136.
10. Accelerated Weathering: No cracking, checking, crazing, erosion or chalking after 5,000 hours in accordance with ASTM G 154.
11. Linear Dimensional Change: < 0.5% in accordance with ASTM D 1204 at 176 ± 2 °F for 6 hours.
12. Water Absorption: < 2.6% in accordance with ASTM D 570 at 158 °F for 166 hours.
13. Static Puncture Resistance: ≥ 56 lbs. in accordance with ASTM D 5602.
14. Dynamic Puncture Resistance: ≥ 14.7 ft-lbf. in accordance with ASTM D 5635.

D. Cool Roof Rating Council (CRRC):
1. Membrane must be listed on CRRC website.
   a. Initial Solar Reflectance: ≥ 88%
   b. Initial Thermal Emittance: ≥ 87%
   c. Initial Solar Reflective Index (SRI): ≥ 111
   d. 3-Year Aged Solar Reflectance: ≥ 68%
   e. 3-Year Aged Thermal Emittance: ≥ 84%
   f. 3-Year Aged Solar Reflective Index (SRI): ≥ 82

1.4 SUBMITTALS

A. Product Data sheets on each product to be used, including:
1. Preparation instructions and recommendations.
2. Storage and handling requirements and recommendations.
3. Installation methods.
4. Maintenance requirements.

B. Shop Drawings: Indicate insulation pattern, overall membrane layout, field seam locations, joint or termination detail conditions, and location of fasteners.

C. Verification Samples: For each product specified, two samples, representing actual product, color, and finish.
1. 4 inch by 6 inch sample of roofing membrane, of color specified.
2. Termination bar, fascia bar with cover, drip edge and gravel stop if to be used.
3. Each fastener type to be used for installing membrane, insulation/recover board, termination bar and edge details.

D. Installer Certificate: Certification from the roofing system manufacturer that Installer is approved, authorized, or licensed by manufacturer to install roofing system.

E. Manufacturer's warranties

1.5 QUALITY ASSURANCE

A. Perform work in accordance with manufacturer's installation instructions.

B. Manufacturer Qualifications: A manufacturer specializing in the production of PVC membranes systems and utilizing a Quality Control Manual during the production of the membrane roofing system that has been approved by and is inspected by Underwriters Laboratories.

C. Installer Qualifications: Company specializing in installation of roofing systems similar to those specified in this project and approved by the roofing system manufacturer.

D. Source Limitations: Obtain components for membrane roofing system from roofing membrane manufacturer.

E. There shall be no deviations from the roof membrane manufacturer's specifications or the approved shop drawings without the prior written approval of the manufacturer.

1.6 REGULATORY REQUIREMENTS

A. Conform to applicable code for roof assembly wind uplift and fire hazard requirements.

B. Fire Exposure: Provide membrane roofing materials with the following fire-test-response characteristics. Materials shall be identified with appropriate markings of applicable testing and inspecting agency.
1. Exterior Fire – Test Exposure:
2. Class A: ASTM E 108, for application and roof slopes indicated.
3. Fire-Resistance Ratings: Comply with ASTM E 119 for fire-resistance-rated roof assemblies of which roofing system is a part.
4. Conform to applicable code for roof assembly fire hazard requirements.

C. Wind Uplift:
1. Roofing System Design: Provide a roofing system designed to resist uplift pressures calculated according to the current edition of the ASCE-7 Specification *Minimum Design Loads for Buildings And Other Structures*.

1.7 PRE-INSTALLATION MEETING

A. Convene meeting not less than one week before starting work of this section.

B. Review methods and procedures related to roof deck construction and roofing system including, but not limited to, the following.
1. Meet with Owner, Architect, Owner's insurer if applicable, testing and inspecting agency representative, roofing installer, roofing system manufacturer's representative, deck installer, and installers whose work interfaces with or affects roofing including installers of roof accessories and roof-mounted equipment.
2. Review and finalize construction schedule and verify availability of materials, installer's personnel, equipment, and facilities needed to make progress and avoid delays.
3. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and fastening.
4. Review structural loading limitations of roof deck during and after roofing.
5. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system.
6. Review governing regulations and requirements for insurance and certificates if applicable.
7. Review temporary protection requirements for roofing system during and after installation.
8. Review roof observation and repair procedures after roofing installation.

1.8 DELIVERY, STORAGE AND HANDLING

A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, and directions for storing and mixing with other components.

B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.

C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.

D. Store roof materials and place equipment in a manner to avoid permanent deflection of deck.

E. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

1.9 WARRANTY

A. Contractor’s Warranty: The contractor shall warrant the roof application with respect to workmanship and proper application for two (2) years from the effective date of the warranty issued by the manufacturer.

B. Manufacturer’s Warranty: Must be no-dollar limit type and provide for completion of repairs, replacement of membrane or total replacement of the roofing system at the then-current material and labor prices throughout the life of the warranty. In addition the warranty must meet the following criteria:
1. Warranty Period: 20 years from date issued by the manufacturer.
2. No exclusion for damage caused by ponding water.
3. No exclusion for damage caused by biological growth.
4. Issued direct from and serviced by the roof membrane manufacturer.
5. Transferable for the full term of the warranty.

PART 2 PRODUCTS

2.1 MANUFACTURER

A. All roofing system components to be provided or approved by roof system manufacturer.

B. Acceptable Manufacturers:
1. Sarnafil G410 Feltback 80mil
2. GAF, Everguard PVC X K
3. John Mansville, JM PVC with Elvaloy Kee Polymer
4. Carlisle, PVC Sure Flex Kee HP
5. Duro-Last, EV Membrane
6. Versico PVC – Versiflex Kee HP
7. Or accepted equal.

2.2 ROOFING SYSTEM COMPONENTS

A. Roofing Membrane: PVC-KEE thermoplastic membrane, type III, fabric-reinforced, PVC.

Membrane properties as follows:
1. Thickness:
   a. 80 mil. minimum
2. Exposed Face Color:
   b. White

B. Accessory Materials: Provide accessory materials supplied by or approved for use by roof system manufacturer.
1. Sheet Flashing: Manufacturer's standard reinforced PVC sheet flashing.
2. Factory Prefabricated Flashings: manufactured using Manufacturer's PVC membrane.
   a. Stack Flashings.
   b. Curb Flashings.
   c. Inside and Outside, Corners.
3. Sealants and Adhesives: Compatible with roofing system and supplied by roof system manufacturer.
   a. Caulk.
   b. Strip Mastic.
4. Slip Sheet: Compatible with roofing system and supplied by roof system manufacturer.
5. Fasteners and Plates: Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FMG 4470, designed for fastening membrane and insulation to substrate. Supplied by roof system manufacturer.
   a. #14 Heavy Duty Fasteners.
   b. Steel Membrane Plates.
   c. 3 inch Metal Plates.
6. Termination and Edge Details: Supplied by roof system manufacturer.
   a. Termination Bar.
   b. 2-Piece Edge Metal System
7. Vinyl Coated Metal: 24 gauge, hot-dipped galvanized, grade 90 metal with a minimum of 17 mil of PVC roofing membrane laminated to one side.

C. Substrate Board:
1. Glass-mat-faced, water-resistant gypsum substrate conforming to ASTM C 1177/C
   a. ¼ inch thick.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that the surfaces and site conditions are ready to receive work.

B. Verify that the deck is supported and secured.

C. Verify that the deck is clean and smooth, free of depressions, waves, or projections, and properly sloped to drains, valleys, eaves, scuppers or gutters.

D. Verify that the deck surfaces are dry and free of standing water, ice or snow.

E. Verify that all roof openings or penetrations through the roof are solidly set.

F. If substrate preparation is the responsibility of another contractor, notify Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION

A. Clean surfaces thoroughly prior to installation.

B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

C. Surfaces shall be clean, smooth, free of fins, sharp edges, loose and foreign material, oil, grease, and bitumen.

3.3 INSTALLATION

A. Install insulation in accordance with the roof manufacturer's requirements.

B. Separation Board: Fiberglass-faced primed roof board.
1. Use only fasteners, stress plates and fastening patterns accepted for use by the roof manufacturer. Fastening patterns must meet applicable design requirements.
   a. Install fasteners in accordance with the roof manufacturer's requirements. Fasteners that are improperly installed must be replaced or corrected.
   b. Attach boards in parallel courses with end joints staggered 50% and adjacent boards butted together with no gaps greater than ¼ inch.

C. Roof Membrane: PVC thermoplastic membrane.
1. Adhere membrane using manufacturer's adhesive per the roof manufacturer.
2. Heat-weld seams and test all welds.
3. Install membrane continuously with minimal wrinkles.
4. Cut membrane to fit neatly around all penetrations and roof projections.
5. Unroll roofing membrane and positioned with a minimum 6 inch overlap.

D. Seaming:
1. Weld overlapping sheets together using hot air. Minimum weld width is 1-1/2 inches.
2. Check field welded seams for continuity and integrity and repair all imperfections by the end of each work day.

E. Membrane Termination/ Securement: All membrane terminations shall be completed in accordance with the membrane manufacturer's requirements.
1. Provide securement at all membrane terminations at the perimeter of each roof level, roof section, curb flashing, skylight, expansion joint, interior wall, penthouse, and other similar condition.
2. Provide securement at any angle change where the slope or combined slopes exceeds two inches in one horizontal foot.

F. Flashings: Complete all flashings and terminations as indicated on the drawings and in accordance with the membrane manufacturer's requirements.
1. Provide securement at all membrane terminations at the perimeter of each roof level, roof section, curb flashing, skylight, expansion joint, interior wall, penthouse, and other similar condition.
   a. Do not apply flashing over existing thru-wall flashings or weep holes.
   b. Secure flashing on a vertical surface before the seam between the flashing and the main roof sheet is completed.
   c. Extend flashing membrane a minimum of 6 inches (152 mm) onto the main roof sheet beyond the mechanical securement.
   d. Use care to ensure that the flashing does not bridge locations where there is a change in direction (e.g. where the parapet meets the roof deck).
2. Penetrations:
   a. Flash all pipes, supports, soil stacks, cold vents, and other penetrations passing through

the roofing membrane as indicated on the Drawings and in accordance with the membrane manufacturer's requirements.
   b. Utilize custom prefabricated flashings supplied by the membrane manufacturer.
   c. Existing Flashings: Remove when necessary to allow new flashing to terminate directly to the penetration.
3. Pipe Clusters and Unusual Shapes:
   a. Clusters of pipes or other penetrations which cannot be sealed with prefabricated membrane flashings shall be sealed by surrounding them with a prefabricated vinyl-coated metal pitch pan and sealant supplied by the membrane manufacturer.
   b. Vinyl-coated metal pitch pans shall be installed, flashed and filled with sealant in accordance with the membrane manufacturer's requirements.
   c. Pitch pans shall not be used where prefabricated or field fabricated flashings are possible.
4. Roof Drains:
   a. Provide a smooth clean surface on the mating surface between the clamping ring and the drain base.
5. Edge Details:
   a. Provide edge details as indicated on the Drawings. Install in accordance with the membrane manufacturer's requirements.
   b. Join individual sections in accordance with the membrane manufacturer's requirements.
   c. Coordinate installation of metal flashing and counter flashing specified.
   d. Manufactured Roof Specialties: Coordinate installation of copings, counter flashing systems, gutters, and roof expansion assemblies.
6. Water Cut-Offs:
   a. Provide water cut-offs on a daily basis at the completion of work and at the onset of inclement weather.
   b. Provide water cut-offs to ensure that water does not flow beneath the completed sections of the new roofing system.
   c. Remove water cut-offs prior to the resumption of work.
   d. The integrity of the water cut-off is the sole responsibility of the roofing contractor.
   e. Any membrane contaminated by the cut-off material shall be cleaned or removed.

3.4 FINISHING AND WALKWAY INSTALLATION

A. Install walkways at access points to the roof, around rooftop equipment that may require maintenance, and where indicated on the drawings.

B. Walkway Pads: Adhere to the roofing membrane, spacing each pad at minimum of 1-inch and maximum of 3-inches from each other to allow for drainage.
   1. If installation of walkway pads over field fabricated splices or within 6-inches of a splice edge cannot be avoided, adhere another layer of flashing over the splice and extending beyond the walkway pad a minimum of 6-inches on either side.
   2. Prime the membrane, remove the release paper on the pad, press in place, and walk on pad to ensure proper adhesion.

3.5 FIELD QUALITY CONTROL

A. The membrane manufacturer's representative shall provide a comprehensive final inspection after completion of the roof system. All application errors shall be addressed and final punch list completed.

3.6 PROTECTION

A. Protect installed roofing products from construction operations until completion of project.

B. Where traffic is anticipated over completed roofing membrane, protect from damage using durable materials that are compatible with membrane.

C. Repair or replace damaged products after work is completed.

END OF SECTION 07 54 19

PART 1 GENERAL

1.1 SUMMARY

A. This section includes, but is not limited to:
1. Provide galvanized steel flashing and sheet metal including accessories as required for complete weather tight installation, including the following.
   a. Fascia, parapet coping, and wall cap flashings.
   b. Wall flashings.
   c. Roof penetration flashings.
   d. Roof termination flashings and counterflashing.
   e. Edge termination flashings.
   f. Head and sill flashings.
   g. Gutters and Scuppers.
   h. Miscellaneous sheet metal fabrications.
2. Manufactured reglets with removable counterflashing.
3. Sealants associated with shop fabrication of sheet metal work.

B. References:
1. The publications listed below form a part of this Section to the extent referenced. The publications are referred to in the text by the basic designation only. Refer to Division 01 for definitions, acronyms, and abbreviations.
2. Standards, manuals, and codes refer to the latest edition of such standards, manuals, and codes in effect as of the date of issue of this Project Manual, unless indicated otherwise in CBC Chapter 35 and CFC Chapter 80.
3. Sheet Metal and Air Conditioning Contractors National Association (SMACNA):
   a. Architectural Sheet Metal Manual, Fifth Edition.
4. American Society of Testing Materials (ASTM):
   a. ASTM B32-20 Standard Specification for Solder Metal.
   b. ASTM A653/A653M-19a Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process
   c. ASTM B32-08(2014) Standard Specification for Solder Metal
   d. ASTM B209 - 14 Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate
   e. ASTM B370 - 12(2019) Standard Specification for Copper Sheet and Strip for Building Construction
   f. ASTM B749 - 14 Standard Specification for Lead and Lead Alloy Strip, Sheet, and Plate Products.
   g. ASTM D1187 / D1187M - 97(2018) Standard Specification for Asphalt-Base Emulsions for Use as Protective Coatings for Metal
   h. ASTM E241-09(2014)e1 Standard Guide for Limiting Water-Induced Damage to Buildings.
5. American Architectural Manufacturers Association (AAMA):
   a. AAMA 620 Voluntary Specification for High Performance Organic Coatings on Coil Coated Architectural Aluminum.
   b. AAMA 621 Voluntary Specification for High Performance Organic Coatings on Coil Coated Architectural Hot Dipped Galvanized (HDG) and Zinc-Aluminum Coated Steel Substrates.
6. Federal Standards (FS):
   a. FS O-F-506 - Flux, Soldering, Paste and Liquid.
   b. FS QQ-S-571 - Solder, Tin Alloy.
   c. FS SS-C-153 - Cement, Bituminous, Plastic.
7. Factory Mutual (FM):

a. Global Loss Prevention Guide, current edition.
8. National Association of Metal Manufacturers (NAAMM):
a. Metal Finishes Handbook.
9. National Roofing Contractors Association (NRCA):
a. Roofing Manual.

1.2 SUBMITTALS

A. All submittals shall be submitted under the provisions of Section 01 33 00 Submittal Procedures. Contractor initial submittal shall include all 'Submittal Items' requested below. 'Closeout Submittal Items' shall be provided as required by Section 01 77 00 Closeout Procedures.

B. Submittal Item No. 07 62 00A – Product Data
1. Submit manufacturer's product data for each specified item.
2. Describe material profile, jointing pattern, jointing details, fastening methods, and installation details.

C. Submittal Item No. 07 62 00B – Shop Drawings
1. For manufactured and shop fabricated gravel stops, fascia, scuppers, and all other sheet metal fabrications.
2. Indicate type, gauge, and finish of metal.
3. Clearly indicate dimensioning, layout, general construction details including closures, flashings, locations, and types of sealants, anchorages, and method of anchorage.

D. Submittal Item No. 07 62 00C– Samples for Verification
1. Provide full sized sample of metal flashing illustrating typical:
a. Seam.
b. Typical external corner.
c. Typical internal corner.
d. Valley.
e. Junction to vertical dissimilar surface.
f. Material and finish.

E. Submittal Item No. 07 62 00D – Installation Instructions
1. Submit manufacturer's installation instructions.

F. Submittal Item No. 07 62 00E – Mockups: Build sheet metal mockups to demonstrate qualities of materials and execution and aesthetic effects of the following conditions. Include fasteners, cleats, clips, closures, and other attachments.
1. Parapet coping flashings.
2. Roof penetration flashings.
3. Roof edge termination flashings.
4. Door and window head and sill flashings.
5. Gutters.
6. Exposed trim and fascia.
7. Verify with Architect, which, if any, mockups may remain as a permanent part of the work.

G. Submittal Item No. 07 62 00F – Certification
1. Submit roof manufacturer's certification that metal fasteners furnished are acceptable to roof manufacturer.
2. Submit roof manufacturer's certification that metal furnished is acceptable to roofing manufacturer as a component of roofing system and is eligible for roof manufacturer's system warranty.

1.3 PERFORMANCE REQUIREMENTS

A. General: Install sheet metal flashing and trim to withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failing, rattling, leaking, and fastener disengagement.

B. Fabricate and install roof edge flashing and copings capable of resisting the following forces according to recommendations in FM Global Loss Prevention Data Sheet 1-49:
   1. Wind Zone 1: For velocity pressures of 21 to 30 lbf/sq. ft.: 60 lbf/sq. ft. perimeter uplift force, 90 lbf/sq. ft. corner uplift force, and 30 lbf/sq. ft. outward force.

C. Thermal Movements: Provide sheet metal flashing and trim that allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures by preventing buckling, opening of joints, hole elongation, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Provide clips that resist rotation and avoid shear stress as a result of sheet metal and trim thermal movements. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
   1. Temperature Change (Range): 120 deg. F, ambient; 180 deg. F, material surfaces.

D. Water Infiltration: Provide sheet metal flashing and trim that does not allow water infiltration to building interior.

1.4 QUALITY ASSURANCE

A. Sheet Metal Flashing and Trim Standard: Comply with SMACNA's "Architectural Sheet Metal Manual". Conform to dimensions and profiles shown unless more stringent requirements are indicated.

B. Qualifications of Fabricator and Installer: Company specializing in sheet metal flashing work with 5 years' experience.

C. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section for project management and coordination.
   1. Meet with Owner, Architect, Owner's insurer if applicable, installer and installer's whose work interfaces with or affects sheet metal flashing and trim including installers of roofing materials, roof accessories, unit skylights, and roof-mounted equipment.
   2. Review methods and procedures related to sheet metal flashing and trim.
   3. Examine substrate conditions for compliance with requirements, including flatness and attachment to structural members.
   4. Document proceedings, including corrective measures and action required, and furnish copy of record to each participant.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver sheet metal flashing materials and fabrications undamaged. Protect sheet metal flashing and trim materials and fabrications during transportation and handling.

B. Unload, store, and install sheet metal flashing materials and fabrications in a manner to prevent bending, warping, twisting, and surface damage.
   1. Damaged materials are to be replaced subsequent to examination and at no cost to the Owner.

C. Stack materials on platforms or pallets, covered with suitable weathertight and ventilated

covering. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage.

1.6 WARRANTY

A. Prefinished metal material requires a written 20-year non-prorated warranty covering fade, chalking, and film integrity. The material shall not show a color change greater than 5 NBS color units per ASTM D2244 or chalking excess of 8 units per ASTM D659. If either occurs, material shall be replaced per warranty, at no cost to the Owner.

B. The Contractor shall provide the Owner with a notarized written warranty assuring that all sheet metal work including caulking and fasteners to be watertight and secure for a period of five years from the date of final acceptance of the building. Warranty shall include all materials and workmanship required to repair any leaks that develop, and repair and/or replace any damage to other work or equipment caused by such leaks or the repairs thereof.

C. Special Warranty: Provide for correcting failure of metal flashing system to resist penetration of water and damage from wind.
   1. Special Warranty Period: Two years.

PART 2 PRODUCTS

2.1 MATERIALS

A. Galvanized Steel: Zinc-coated (galvanized) steel sheet, Class A250 coating, 24 gauge unless noted otherwise on drawings.
   1. Scuppers: Meets Federal Specification QQ-L-201, Grade B, four pounds per square foot
   2. Curb caps and pitch pockets: Zinc Alloy Sheet: standard (soft) temper, factory finished in Kynar 500.

B. Gutters, metal edge, counterflashing, collector heads, coping and skirt flashing: 22 gauge, Galfan steel, GF-90. Kynar coated. Supplied by the roofing system manufacturer.

C. Gutter straps: 16 gauge at 18-inches o.c.

D. Gutter brackets: 16 gauge by 2-inches wide at 24-inches on center.

E. Leader pipe: G90 galvanized schedule 40 steel pipe, 4-inches in diameter.

F. Aluminum: ASTM B209 minimum thickness 0.0603 inch.

G. Lead Sheet: ASTM B749, Type L51121, copper bearing, 4 lbs. per square foot.
   1. Meets Federal Specification QQ-L-201, Grade B

2.2 ACCESSORIES

A. Flashing and Sheet Metal:
   1. Provide heavier gauge metal where recommended by SMACNA Manual for size of component.
   2. Mill phosphatized where indicated to be field painted.

B. Solder and Fasteners: As recommended by SMACNA and complying with applicable codes and regulations; hot dipped galvanized minimum coating comparable to G90.

C. Concealed Sealant: Butyl type for use in conjunction with sheet metal; non-staining; non-corrosive; non-shrinking and non-sagging; ultra-violet and ozone resistant for exterior concealed applications.

D. Separation Coating: Tremco TREMproof 201/60R.

E. Sealing Compound: Tremco Vulkem® 445SSL or Architect approved substitute.

F. Underlayment:
1. Waterproof: GCP Applied Technologies “Ice and Water Shield”.
2. Slip Sheet: Rosin sized paper – 3 lbs./10 sq. ft.

G. Fastener: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads.
1. Exposed Fasteners: Stainless Steel or with heads matching color of sheet metal by means of plastic caps or factory-applied coating.
2. Fasteners for Flashing and Trim: Blind fasteners or self-drilling screws, gasketed, with hex washer head.
3. Blind Fasteners: High-strength aluminum or stainless-steel rivets.
4. Spikes and Ferrules: Same material as gutter; with spike and ferrule matching internal gutter width.

H. Vandal proof vent caps. Zurn Industries, model Z-193 or Architect-approved substitute.

I. Drawbands: Stainless-steel hose clamp; worm drive.

2.3 MANUFACTURED SHEET METAL FLASHING AND TRIM

A. Reglets: Units of type, material, and profile indicated, formed to provide secure interlocking of separate reglet and counterflashing pieces, and compatible with flashing indicated, with factory-mitered and –welded corners and junctions.
1. Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
   a. Fry Reglet Corporation:
      1) Surface-Mounted Type: Model SM.
      2) Stucco Type: Model ST.
      3) Concrete Type: Model CO.
      4) Masonry type: Model MA.
2. Material: Stainless Steel, 0.0188-inch thick (26 gauge).
3. Surface-Mounted Type: Provide with slotted holes for fastening to substrate, with neoprene or other suitable weatherproofing washers, and with channel for sealant at top edge.
4. Stucco Type: Provide with upturned fastening flange and extension leg of length to match thickness of applied finish materials.
5. Concrete Type: Provide temporary closure tape to keep reglet free of concrete materials, special fasteners for attaching reglet to concrete forms, and guides to ensure alignment of reglet section ends.
6. Masonry Type: Provide with offset top flange for embedment in masonry mortar joint.
7. Flexible Flashing Retainer: Provide resilient plastic or rubber accessory to secure flexible flashing in reglet where clearance does not permit use of standard metal counterflashing or where drawings show reglet without metal counterflashing.
8. Counterflashing Wind-Restraint Clips: Provide clips to be installed before counterflashing to prevent wind uplift of counter flashing lower edge.

2.4 FABRICATION

A. Fabricate sheet metal in accordance with SMACNA Architectural Sheet Metal Manual.

B. Form sections square, true and accurate to size, free from distortion and other defects detrimental to appearance or performance.
   1. Fabricate corners and intersections in shop with solder joints; watertight fabrication.

C. Form sections in longest practical lengths; make allowance for expansion at joints.

D. Hem exposed edges on underside 1/2-inch; miter and seam corners.

E. Back-paint flashings with heavy bodied bituminous paint to a minimum dry film thickness of 15 mil where in contact with cementitious materials or dissimilar metals.

F. Form pitch pans watertight, with minimum 4-inch upstand and 4-inch flanges; form pans minimum 6-inches wider than item passing through roof membrane.

G. Form umbrella flashings with minimum 2-inch overhang to shed water away from pitch pans.

H. Form material with standing seam. Solder and seal metal joints. After soldering, remove flux. Wipe and wash solder joints clean.

I. Fabricate vertical faces with bottom edge formed outward 1/4-inch and hemmed to form drip.

2.5 ROOF DRAINAGE SHEET METAL FABRICATIONS

2.6 LOW-SLOPE ROOF SHEET METAL FABRICATIONS

A. Roof Edge Flashing and Fascia Caps: Fabricate in minimum 96-inches long, but not exceeding 10-foot long sections. Furnish with 6-inch wide joint cover plates.
   1. Material: Galvanized steel.
      a. Thickness: 0.0299-inch (22 gauge).

B. Copings: Fabricate minimum of 96-inches long, but not exceeding 10-foot long, sections. Fabricate joint plates of same thickness as copings. Furnish with continuous cleats to support edge of external leg and drill elongated holes for fasteners on interior leg. Miter corners, seal, and solder or weld watertight.
   1. Material: Galvanized steel.
      a. Thickness: 0.0359-inch (20 gauge), except where indicated otherwise.
      b. Joint Style: Butt, with 12-inch wide concealed backup plate.

C. Base Flashings, Flashing Receivers, and Counterflashing:
   1. Material: Galvanized steel.
      a. Thickness: 0.0299-inch (22 gauge).

D. Roof Drain Flashing:
   1. Material: Lead.
      a. Weight: 4.0 lbs./sq. ft.

E. Vent Stack Roof Penetration:
   1. Material: Lead.
      a. Weight: 4.0 lbs./sq. ft.

F. Splash Pans:
1. Material: Stainless steel.
a. Thickness: 0.0312-inch (22 gauge).

2.7 WALL FABRICATIONS

A. Openings Flashing in Frame Construction: Fabricate head, sill, and similar flashings to extend 4-inches beyond wall openings. Form head and sill flashing with 2-inch high end dams.
1. Material: Galvanized steel.
a. Thickness: 0.0336-inch (22 gauge).

2.8 FINISHES

A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

B. Protect mechanical and painted finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

C. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within 1/2 of the range of approved samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved samples and are assembled or installed to minimize contrast.

PART 3 EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions with installer present, to verify actual locations, dimensions, and other conditions affecting performance of work.
1. Field measure site conditions prior to fabricating work.
2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
3. Verify roof openings, curbs, pipes, sleeves, ducts, or vents through roof are solidly set, cant strips and reglets are in place, and nailing strips located.
4. Proceed with installation only after unsatisfactory conditions have been corrected.
5. Beginning of installation means acceptance of existing conditions

3.2 INSTALLATION, GENERAL

A. General:
1. Anchor sheet metal flashing and trim and other components of the work securely in place, with provisions for thermal and structural movement.
2. Install work watertight, without waves, warps, buckles, fastening stress, or distortion, allowing for expansion and contraction.
3. Use fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
4. Torch cutting of sheet metal flashing and trim is not permitted.

B. Metal Protection: Where dissimilar metals will contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with separation coating or by other permanent separation as recommended by fabricator or manufacturers of dissimilar

metals.

1. Coat sides of uncoated aluminum, stainless-steel, and lead sheet metal flashing and trim with separation coating where flashing and trim will contact wood, ferrous metal, or cementitious construction.
2. Underlayment: Where installing metal flashing directly on cementitious or wood substrates, install a course of felt underlayment and cover with a slip sheet or install a course of polyethylene underlayment.
3. Bed flanges in thick coat of asphalt roofing cement where required for waterproof performance.

C. Install exposed sheet metal flashing and trim without excessive oil canning, buckling, and tool marks.

D. Install sheet metal flashing and trim true to line and levels indicated. Provide uniform, neat seams with minimum exposure of solder, welds, and elastomeric sealant.

E. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.

1. Space cleats not more than 12 inches apart, except where indicated as continuous. Anchor each cleat with two fasteners. Bend tabs over fasteners.

F. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10-feet with no joints allowed within 24-inches of corner of intersection. Where lapped or bayonet-type expansion, provisions cannot be used or would not be sufficiently watertight, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with elastomeric sealant concealed with joints.

G. Fasteners: Use fasteners of sizes that will penetrate not less than 1-1/4 inches for nails and not less than 3/4-inch for wood screws.

1. Galvanized or Pre-painted, Metallic-Coated Steel: Use stainless steel fasteners.
2. Aluminum: Use aluminum or stainless steel fasteners.
3. Stainless Steel: Use stainless steel fasteners.

H. Seal joints with elastomeric sealant as required for watertight construction.

1. Where sealant-filled joints are used, embed hooked flanges of joint members not less than 1 inch into sealant. Form joints to completely conceal sealant. When ambient temperature at time of installation is moderate, between 40 and 70 degrees F, set joint members for 50 percent movement either way. Adjust setting proportionately for installation at higher ambient temperatures. Do not install sealant-type joints at temperatures below 40 deg. F.
2. Prepare joints and apply sealants to comply with requirements in Section 07 92 00 Joint Sealants.

I. Solder Joints: Clean surfaces to be soldered, removing oils and foreign matter. Pre-tin edges of sheets to be soldered to a width of 1-1/2 inches except where pre-tinned surface would show in finished work.

1. Do not solder pre-painted, metallic-coated steel and aluminum sheet.
2. Pre-tinning is not required for lead.
3. Do not use open-flame torches for soldering. Heat surfaces to receive solder and flow solder into joints. Fill joints completely. Completely remove flux and spatter from exposed surfaces.

3.3 MANUFACTURED SHEET METAL SYSTEMS

A. Installing Contractor shall be responsible for determining if the sheet metal systems are in

general conformance with roof manufacturer's recommendations.

B. Furnish and install manufactured sheet metal systems in strict accordance with manufacturer's printed instructions.

C. Provide all factory-fabricated accessories including, but not limited to, fascia extenders, miters, scuppers, joint covers, etc.

3.4 SHOP FABRICATED SHEET METAL

A. Installing Contractor shall be responsible for determining if the sheet metal systems are in general conformance with roof manufacturer's recommendations.

B. Metal work shall be shop fabricated to configurations and forms in accordance with recognized sheet metal practices.

C. Hem exposed edges.

D. Angle bottom edges of exposed vertical surfaces to form drip.

E. All corners for sheet metal shall be lapped with adjoining pieces fastened and set in sealant.

F. Joints for gravel stop fascia system, cap flashing, and surface-mount counterflashing shall be formed with a 1/4-inch opening between sections. The opening shall be covered by a cover plate or backed by an internal drainage plate formed to the profile of fascia piece. The cover plate shall be embedded in mastic, fastened through the opening between the sections and loose locked to the drip edges.

G. Install sheet metal to comply with Architectural Sheet Metal manual, Sheet Metal and Air Conditioning Contractor's National Associations, Inc.

3.5 ROOF DRAINAGE SYSTEM INSTALLATION

A. General: Install sheet metal roof drainage items to produce complete roof drainage system according to SMACNA recommendations and as indicated. Coordinate installation of roof perimeter flashing with installation of roof drainage system.

3.6 ROOF FLASHING INSTALLATION

A. General: Install sheet metal roof flashing and trim to comply with performance requirements, sheet metal manufacturer’s written installation instructions, and SMACNA’s “Architectural Sheet Metal Manual”. Provide concealed fasteners where possible, set units true to line, and level as indicated. Install work with laps, joints, and seams that will be permanently watertight.

B. Roof Edge Flashing: Anchor to resist uplift and outward forces according to recommendations in FMG Loss Prevention Data Sheet 1-49 for specified wind zone as indicated.
1. Interlock bottom edge of roof edge flashing with continuous cleats anchored to substrate at 24-inch centers.

C. Copings: Anchor to resist uplift and outward forces according to recommendations in FMG Loss Prevention Data Sheet 1-49 for specified wind zone and as indicated.
1. Interlock exterior bottom edge of coping with continuous cleats anchored to substrate at

24-inch centers.
2. Anchor interior leg of coping with screw fasteners and washers at 24-inch centers.

D. Pipe or Post Counterflashing: Install counterflashing umbrella with close fitting collar with top edge flared for elastomeric sealant, extending a minimum of 4 inches over base flashing. Install stainless steel drawband and tighten.

E. Counterflashing: Coordinate installation of counterflashing with installation of base flashing. Insert counterflashing in reglets or receivers and fit tightly to base flashing. Extend counterflashing 4-inches over base flashing. Lap counterflashing joints a minimum of 4-inches and bed with elastomeric sealant.
1. Secure in waterproof manner by means of interlocking folded seam and sealant.

F. Roof Penetration Flashing: Coordinate installation of roof penetration flashing with installation of roofing and other items penetrating roof. Install flashing as follows:
1. Turn lead flashing down tightly inside vent piping, as required to provide clear, unobstructed airflow.
2. Seal with elastomeric sealant and clamp flashing to pipes penetrating roof except for lead flashing on vent piping.

3.7 WALL FLASHING INSTALLATION

A. General: Install sheet metal wall flashing to intercept and exclude penetrating moisture according to SMACNA recommendations and as indicated. Coordinate installation of wall flashing with installation of wall opening components such as windows, doors, and louvers.

B. Reglets: Install reglets in accordance with manufacturer's written instructions for applicable wall construction.

C. Openings Flashing in Frame Construction: Install continuous head, sill, and similar flashings to extend 4 inches beyond wall openings.

3.8 MISCELLANEOUS FLASHING INSTALLATION

A. Equipment Support Flashing: Coordinate installation of equipment support flashing with installation of roofing and equipment. Weld or seal flashing with elastomeric sealant to equipment support member.

3.9 CLEANING AND PROTECTION

A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.

B. Clean and neutralize flux materials. Clean off excess solder and sealants.

C. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed. On completion of installation, clean finished surfaces, including removing unused fasteners, metal filings, pop rivet stems, and pieces of flashing. Maintain a clean condition during construction.

D. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar repair procedures.

END OF SECTION

PART 1 GENERAL

1.1 SUMMARY

A. This section includes:
1. Painting and finishing of exposed items and surfaces.
    a. Specified surface preparation, priming and coats of paint are in addition to shop-priming and surface treatment specified under other sections of work.
    b. Painting and finishing includes field finishing of exterior and interior items not listed as "Surfaces not to be Painted" unless clearly indicated otherwise.
    c. Painting and finishing includes field finishing of select shop finished items where indicated as required to match adjacent surfaces, such as mechanical grilles and registers.
    d. Field paint exposed bare and covered pipes, ducts, and hangers, exposed steel and iron work, and primed metal surfaces of equipment installed under mechanical and electrical work in occupied spaces.

B. Related Sections: Shop priming of ferrous metal items is included under various Specification sections.
1. Division 23 - Mechanical Identification.
2. Division 26 - Electrical Identification.

C. Surfaces Not to be Painted:
1. Finished items including finished metal surfaces.
2. Walls and ceilings in concealed areas and generally inaccessible areas.
3. Moving parts of operating mechanical and electrical units.
4. Labels: Keep equipment identification and fire rating labels free of paint.
5. Plastic smoke stops and weather-stripping at doors.

D. References:
1. The publications listed below form a part of this Section to the extent referenced. The publications are referred to in the text by the basic designation only. Refer to Division 01 for definitions, acronyms, and abbreviations.
2. Standards, manuals, and codes refer to the latest edition of such standards, manuals, and codes in effect as of the date of issue of this Project Manual, unless indicated otherwise in CBC Chapter 35 and CFC Chapter 80.
3. American Society for Testing and Materials (ASTM):
    a. ASTM D16-24 Standard Terminology for Paint, Related Coatings, Materials, and Applications.
    b. ASTM D662-93(2019) Standard Test Method for Evaluating Degree of Erosion of Exterior Paints.
    c. ASTM D2486-17 Standard Test Methods for Scrub Resistance of Wall Paints.
    d. ASTM D2805-11(2023) Standard Test Method for Hiding Power of Paints by Reflectometry.
    e. ASTM D3450-15(2020) Standard Test Method for Washability Properties of Interior Architectural Coatings.
    f. ASTM D4214-23 Standard Test Methods for Evaluating the Degree of Chalking of Exterior Paint Films.
    g. ASTM D4828-94(2020) Standard Test Methods for Practical Washability of Organic Coatings.
4. Steel Structures Painting Council (SSPC):
    a. SP6 - Commercial Blast Cleaning Procedures.
    b. SP10 - Near White Blast Cleaning Procedure.

1.2 SUBMITTALS

A. All submittals shall be made in accordance with the provisions of Section 01 33 00 Submittal Procedures. Contractor initial submittal shall include all 'Submittal Items' requested below. 'Closeout Submittal Items' shall be provided as required by Section 01 77 00 Closeout Procedures.

B. Submittal Item No. 09 90 00A - Product Data:
1. Submit product data on all finishing products.

C. Submittal Item No. 09 90 00B - Samples for Verification:
1. Submit two samples 8.1/2 by 11-inches in size illustrating range of colors, textures and level of gloss finish for each surface-finishing product scheduled.
2. Submit manufacturer's application instructions.
3. Submit two copies of color charts for all paints, stains, and special coatings.

D. Submittal Item No. 09 90 00C - Field Mock-Up:
1. Before proceeding with paint application, provide field sample panel, 96 inches long by 96 inches wide, illustrating color, texture, and finish of each surface type to be painted.

1.3 QUALITY ASSURANCE

A. Regulatory Requirements: Furnish materials approved for use by applicable air quality management district for limitations of volatile organic compounds for architectural or special coatings as applicable.

B. Products shall meet or exceed the following Federal Specifications:
1. Alkyd Enamel: .TT-E-489 QPL.
2. Zinc Oxide Primer: TT-P-641.

C. Provide manufacturers 5-year written performance guarantee for elastomeric paint and application error (materials and labor).

D. Inspector to test and verify dry film thickness of elastomeric coatings.

1.4 REGULATORY REQUIREMENTS

A. Conform to code for flame/fuel/smoke rating requirements for finishes.

B. Conform to requirements of the Environmental Protection Agency and applicable requirements of local air pollution control district.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials to job site in original, new and unopened packages and containers bearing manufacturer's name and label, with:
1. Name of material, color and sheen.
2. Manufacturer's name, stock number and date of manufacture.
3. Contents by volume, for major pigment and vehicle constituents.
4. Thinning and application instructions.

1.6 SITE CONDITIONS

A. Apply water-based paints when temperature of surfaces and surrounding air are between 50-

and 90-degrees F.

B. Apply solvent-thinned paints when temperature of surfaces and surrounding air are between 45- and 95-degrees F.

C. Do not apply paint in rain, fog or mist; or when relative humidity exceeds 85 percent; or to damp or wet surfaces.

D. Painting may be continued during inclement weather if areas to be painted are enclosed and heated within temperature limits specified.

E. Provide additional temporary ventilation during interior application of paints to eliminate volatile organic compound (VOC) emissions from interior spaces as quickly as possible.

F. Provide lighting level of 80 ft candles measured mid-height at substrate surface.

1.7 EXTRA STOCK

A. Provide a one-gallon container of each color and surface texture to Owner.

B. Label each container with color, texture, and room locations, in addition to the manufacturer's label.

1.8 FIELD MOCK-UP

A. Before proceeding with paint application, provide field sample panel, 96 inches long by 96 inches wide, illustrating color, gypsum board texture, and finish of each surface type to be painted.

B. Locate where directed.

C. Accepted sample may remain as part of the Work.

D. Colors to be selected and verified by the Architect prior to the commencement of Work. Where color is not indicated, colors to be selected by Architect.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. The Sherwin-Williams Company, 101 Prospect Avenue NW, Cleveland, OH 44115; Ph: (800) 321-8194, Web: www.sherwin-williams.com.

B. Benjamin Moore and Company, 101 Paragon Dr., Montvale, NJ 07645; Ph: (866) 708-9181, Email: info@benjaminmoore.com, Web: www.benjaminmoore.com.

C. Dunn-Edwards Corporation, 4885 E. 52nd Place, Los Angeles, CA 90058; Ph: (888) 337-2468, Web: https://www.dunnedwards.com/.

D. Substitutions will be considered in accordance with the provisions of Section 01 62 00 Product Options.

2.2 MATERIALS

A. Definitions:
   1. Paint: as used herein means coating systems including primers, emulsions, enamels, stains, sealers and fillers, whether used as prime, intermediate or finish coats.
   2. DTM: Direct to Metal paint is a protective coating that can be applied directly to metal surfaces without using a primer, for both interior and exterior applications.

B. Material Quality: Provide top line quality commercial grade (professional painter) paints; materials not bearing manufacturer's identification as a best-grade product shall not be acceptable.
   1. Primers: Provide premium grade primers recommended by paint manufacturer for substrates indicated and for finish systems specified.
   2. Undercoats and Barrier Coats: Provide undercoat paints produced by same manufacturer as finish coats; use only thinners approved by paint manufacturer and use only within recommended limits.
   3. Finish Coats: Provide finish coats capable of being washed with mild detergent without loss of color, sheen, or pigments.
      a. Color pigments: Pure, non-fading, applicable types to suit substrates and service indicated; no lead content permitted.
   4. Finish Coat Coordination: Provide finish coats that are compatible with prime paints, undercoats, and barrier coats used.
      a. Review other Specification sections in which prime paints are provided; ensure compatibility of total coatings systems.
      b. Upon request from other trades furnish information on characteristics of finish materials proposed for use.
      c. Provide barrier coats over incompatible primers or remove and prime as required.
      d. Notify Architect in writing of any anticipated problems in use of specified coating systems with substrates primed by others.

C. Colors and Finishes: Prior to commencement of painting work, Architect will furnish color chips for surfaces to be painted.
   1. Use of proprietary names in color selection is not intended to imply exclusion of comparable products of other manufacturers.
   2. Final acceptance of colors will be from samples applied on site.

D. Volatile Organic Compound (VOC) Emissions: Select materials that generate least amount of pollution; consider pollution and volatile organic compound (VOC) emissions generated during manufacturing, transport, installation, use, and disposal.
   1. Avoid materials that contain ozone depleting chemicals and that emit potentially harmful volatile organic compound (VOC) emissions.
   2. Avoid materials that can leach harmful chemicals into ground water; do not allow potentially harmful chemicals to enter sewers nor storm drains.
   3. Select materials that can be reused or recycled and materials with significant percentage of recycled content; set specific recycled content percentages for individual materials; avoid materials difficult to recycle.

PART 3 EXECUTION

3.1 PREPARATION

A. Examine areas and conditions under which painting work is to be applied.
   1. Start of painting work indicates acceptance of surfaces and conditions of surfaces and conditions within any particular area.
   2. Where exposed items or surfaces are not specifically mentioned in Schedules, paint same as adjacent similar materials or areas.

3. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to a durable paint film.

B. Perform preparation and cleaning procedures in accordance with paint manufacturer's instructions and as specified for substrate condition.

C. Correct minor defects and clean surfaces which affect work of this Section.

D. Remove hardware, accessories, and items in place and not to be painted, or provide protection prior to surface preparation and painting; after painting reinstall removed items.

E. Clean surfaces before applying paint; remove oil and grease prior to mechanical cleaning; program cleaning so contaminants from cleaning process do not fall onto wet, newly painted surfaces.

F. Gypsum Board Surfaces: Latex fill minor defects. Spot prime defects after repair.

G. Cementitious Materials: Prepare by removing efflorescence, chalk, dirt, grease, oils, and by roughening as required to remove glaze.
1. Determine alkalinity and moisture content of surfaces to be painted.
2. If surfaces are found to be sufficiently alkaline to cause blistering and burning of finish paint, neutralize before application of paint.
3. Do not paint over surfaces where moisture content exceeds manufacturer's printed directions.

H. Wood: Clean wood surfaces of dirt, oil, and other foreign substances; sandpaper smooth surfaces exposed to view and dust off.
1. Scrape and clean seasoned knots and apply thin coat of recommended knot sealer, before application of priming coat.
2. Prime, stain, or seal wood required to be job-painted immediately upon delivery to job, prime edges, ends, faces, undersides, and backsides of wood.
3. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood-filler, sandpaper smooth when dry.

I. Ferrous Metals: Touch up shop-applied prime coats wherever damaged using same type of primer as applied in shop or barrier coat compatible with finish paint.
1. Bare Surfaces: Clean surfaces that are not galvanized or shop-coated, of oil, dirt, loose mill scale and other foreign substances by solvent or mechanical cleaning.
2. Galvanized Surfaces: Clean free of oil and surface contaminants, using non-petroleum-based solvent; primer and touch-up primer to be zinc-rich primer.

J. Mix painting materials in accordance with manufacturer's directions.

K. Store materials in tightly covered containers; maintain containers used in storage, mixing and application of paint in a clean condition, free of foreign materials and residue.

L. Stir materials before application to produce mixture of uniform density and stir as required during application; do not stir surface film into material, if necessary, strain material before using.

3.2 PROTECTION

A. Protect elements surrounding the work of this Section from damage or disfiguration.

B. Repair damage to other surfaces caused by work of this Section.

C. Furnish drop cloths, shields, and protective methods to prevent spray or droppings from disfiguring other surfaces.

D. Remove empty paint containers from site.

E. Place cotton waste, cloths, and material which may constitute a fire hazard in closed metal containers and remove daily from site.

3.3 APPLICATION

A. Apply paint in accordance with manufacturer's directions; use applicators and techniques best suited for substrate and type of material being applied.
   1. Apply additional coats when stains or blemishes show through final coat, until paint is a uniform finish, color and appearance.
   2. Provide extra attention to assure dry film thickness at corners and crevices is equivalent to that of flat surfaces.
   3. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces; paint surfaces behind permanently-fixed equipment and furniture with prime coat only.
   4. Paint interior surfaces of ducts, where visible through registers or grilles, with a flat, non-specular black paint.
   5. Paint back sides of access panels and removable or hinged covers to match exposed surfaces.
   6. Finish doors on tops, bottoms and side edges same as faces.
   7. Sand lightly between each succeeding enamel coat and each varnish coat.

B. Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated or prepared for painting as soon as practicable after preparation.
   1. Allow time between successive coatings to permit proper drying.
   2. Do not recoat until paint feels firm and does not deform or feel sticky under moderate thumb pressure.

C. Minimum Coating Thickness: Apply materials at not less than manufacturer's recommended spreading rate, to establish a total dry film thickness as recommended by coating manufacturer.

D. Prime Coats: Apply to items not previously primed; recoat primed and sealed surfaces where there is evidence of suction spots or unsealed areas in first coat.

E. Finish Coats: Provide even texture; leave no laps, irregularity in texture, skid marks, or other surface imperfections.
   1. Opaque Finishes: Provide opaque, uniform finish, color and coverage; cloudiness, spotting, holidays, brush marks, runs, sags, rope-l-ness, and other surface imperfections are not acceptable.
   2. Transparent and Stained Finishes: Produce glass smooth surface film of even luster; provide with no cloudiness, color irregularity, runs, brush marks, orange peel, nail holes, and other surface imperfections.

F. Completed Work: Match approved samples for color, texture and coverage; remove, refinish or repaint work not accepted.

3.4 FINISHING MECHANICAL AND ELECTRICAL EQUIPMENT

A. Paint all exposed equipment. Roof mounted equipment is to be painted to match roof color and exposed equipment at interior of building is to be painted to match ceiling color. Note pre-finished equipment is still to be painted.

B. Remove unfinished louvers, grilles, covers, and access panels on mechanical and electrical components and paint separately.

C. Prime and paint insulated and exposed pipes, conduit, boxes, insulated and exposed ducts, hangers, brackets, collars and supports, and accessories. Paint over prefinished equipment when exposed.

D. Remove unfinished louvers, grilles, covers, and access panels on mechanical and electrical components and paint separately.

E. Replace identification markings on mechanical or electrical equipment when painted accidentally.

F. Paint interior surfaces of air ducts, and convector and baseboard heating cabinets that are visible through grilles and louvers with one (1) coat of flat back paint, to limit of sight line. Paint dampers exposed behind louvers, grilles, and convector and baseboard cabinets to match face panels.

G. Paint exposed conduit and electrical equipment occurring in finished areas.

H. Paint both sides and edges of plywood backboards for electrical and telephone equipment before installing equipment.

I. Replace electrical plates, hardware, light fixture trim, and fittings removed prior to finishing.

3.5 PAINTING SYSTEMS

A. Exterior Work: Provide the following paint systems:
   1. General Metal: Semi-gloss sheen.
      a. One Coat: One coat rust inhibitive DTM primer-white.
      b. Two Coats: 100 percent acrylic Industrial DTM enamel.
      a. Two Coats: 100 percent acrylic DTM Industrial enamel.
   2. Wood, natural finish: Flat sheen.
      a. Two Coats: Exterior tinted latex wood stain.
      a. Finish Coat: Exterior clear wood sealer.

B. Sheens: Comply with ASTM D523, reflectance of paint.
   1. Flat: .....1-10.
   2. Satin: .....15-30.
   3. Eggshell: .....30-45.
   4. Semi-gloss: .....45-75.
   5. Gloss: .....75-100.

3.6 CLEAN-UP, PROTECTION, AND REPAIR

A. Clean-Up: During progress of work, remove discarded paint materials, rubbish, cans and rags from site at end of each work day.
   1. Clean glass and paint-spattered surfaces immediately by proper methods of washing and scraping, using care not to scratch or damage finished surfaces.

B. Protection: Protect work of other trades, whether to be painted or not; correct damage by cleaning, repairing or replacing, and repainting, as acceptable to Architect.
   1. Provide "Wet Paint" signs to protect newly-painted finishes.
   2. Remove temporary protective wrappings provided by others for protection of their work, after completion of painting operations.

C. Repair: At completion of work of other trades, touch-up and restore damaged surfaces or defaced painted surfaces.

END OF SECTION

MENDOCINO COUNTY

Facilities & Fleet Division

BID RESULTS FOR

Willits Library Reroof Project
Bid No.: 020-25 Project: CILW1

July 17, 2025, 2:00 pm

Bidder	City	Bid Bond	Acknowledge Addenda	List of Subs	Signature	Mandatory Walk Through non	Bid Amount
4Seasons	Chico	X	X	X	X	✓	Bid: $ 343,388.00 Add Bid Allow 1: $ 10,000.00
Solano County	fairfield	X	X	X	X	✓	Bid: $ 271,945.00 Add Bid Allow 1: $ 10,000.00
Bridges Con.	Kellogg	X	X	X	X	✓	Bid: $ 489,000.00 Add Bid Allow 1: $ 10,000.00
							Bid: $ _____ Add Bid Allow 1: $ _____
							Bid: $ _____ Add Bid Allow 1: $ _____
							Bid: $ _____ Add Bid Allow 1: $ _____
							Bid: $ _____ Add Bid Allow 1: $ _____

Apparent Low Bidder:

Solano County Roofing	$271,945.00	$10,000.00	$281,945.00
Bidder	Base Bid Amount	Allow 1 Amount	Total Bid Amount:

The County reserves the right to reject any and all bids. Project award is contingent upon project cost and available funding.

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3t)

To: BOARD OF SUPERVISORS

From: Executive Office

Meeting Date: July 29, 2025

Department Contact:	Doug Anderson	**Phone:**	707-234-6054
Department Contact:	Xuyen Mallela	**Phone:**	707-234-6077

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Authorization for the Purchasing Agent or Designee to Establish a Capital Improvement Project to Install an Access Control Card Reader System at the Emergency Operations Center Building in the Amount of $60,000; and Approval of Transfer of Funds From Fund 1100 Org ND 865802 in the Amount of $60,000 to Fund 1201 Org CI 827802 in the Amount of $60,000, and Increase Fund 1201 Org CI 864360 Structures and Improvements, Funds will be Appropriated from 770077 the Designated Reserve from the 2017 Wildfire PG&E Settlement

Recommended Action/Motion:
Authorize the Purchasing Agent or designee to establish a capital improvement project to install an access control card reader system at the Emergency Operations Center building at 880 North Bush Street in Ukiah in the amount of $60,000; Approve transfer of funds from Fund 1100 Org ND 865802 in the amount of $60,000 to Fund 1201 Org CI 827802 in the amount of $60,000, and increase fund 1201 Org CI 864360 Structures and Improvements funds will be appropriated from 770077 the Designated Reserve from the 2017 Wildfire PG&E Settlement; and authorize the Chair to sign same.

Previous Board/Board Committee Actions:
On August 17, 2021, the Board of Supervisors accepted the prioritized spending plan for the one-time PG&E Disaster Settlement Funds including $600,000 for Office of Emergency Services Structures and Improvements. On September 20, 2022, the Board of Supervisors directed staff to proceed with the relocation of the Emergency Operations Center to Building 35 at 880 North Bush Street in Ukiah.

Summary of Request:
Substantial funding was set aside from the 2017 Wildfire PG&E Settlement fund for relocation of the Emergency Operations Center (EOC). While other options were considered, the EOC was ultimately located in Building 35 at 880 North Bush Street on the Administration Center Campus. The access control project was requested by the Office of Emergency Services to ensure appropriate security levels in the EOC.

Alternative Action/Motion:
Do not authorize the project creation or appropriation and provide alternate direction to staff.

Strategic Plan Priority Designation: A Prepared and Resilient County

Item #: 3t)

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: 2017 Wildfire PG&E Settlement Funds
current f/y cost: $60,000
budget clarification: N/A
annual recurring cost: N/A
budgeted in current f/y (if no, please describe): No
revenue agreement: No

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: N/A

CEO Liaison: Darcie Antle, CEO

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk
Date: July 29, 2025

Final Status: **Approved**

COUNTY OF MENDOCINO

REQUEST FOR APPROPRIATION, CANCELLATION OR REVISION OF FUNDS

Dept./Office: Executive Office Date 07/03/2025

To County Auditor-Controller:

The Following request is deemed necessary. Please report the available balances to the County Executive Officer.

Fund	Org/BU	Object (+Project)	Object Description	AMOUNT	I/D	AUDITOR BALANCE
1201	CI / 1710	864360 (CI110)	STRUCTURES & IMPROVEMENTS	$ 60,000.00	I	$6,565,701
1201	CI / 1710	827802 (CI110)	OPERATING TRANSFER IN	$ 60,000.00	I	$2,065,701
1100	ND / 1000	865802	OPERATING TRANSFER OUT	$ 60,000.00	I	$15,152,325

This request for appropriations is for a pre-approved facility modification for the EOC Building No. 35 for the upgrade of door hardware and installation of scan card readers. The funds will be appropriated from 770077 the designated reserve from the 2017 Wildfire PG&E Settlement.

JUSTIFICATION: As stated above or attached memo. DEPARTMENT HEAD By Kyra Mallela

Prepared by: Brittney O'Ferrall Ph: 707-463-4441 Email: oferrallb@mendocinocounty.gov

TO COUNTY EXECUTIVE OFFICER:

☒ Sufficient balances remain in the accounts indicated to effect transfer as requested.

☐ Insufficient balances are available to meet the above request within departmental budget.

Requires transfer of $_____

REMARKS:

No. 07T002 Date 07/14/25 AUDITOR-CONTROLLER By Chanin Cubbison

COUNTY EXECUTIVE OFFICER: ☑ RECOMMENDATION ☐ APPROVAL ☐ DENIED

COMMENTS:

Date 7-10-25 COUNTY EXECUTIVE OFFICER

ACTION OF BOARD OF SUPERVISORS: ☒ APPROVED AS REQUESTED ☐ APPROVED AS REVISED ☐ OTHER

REMARKS:

Date 07/29/2025 DEPUTY CLERK OF THE BOARD OF SUPERVISORS

JE NO._____ Date_____ By:_____

Revised 1/19 Approp Transf

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3u)

To: BOARD OF SUPERVISORS

From: Executive Office

Meeting Date: July 29, 2025

Department Contact: Sara Pierce **Phone:** 707-463-4441

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Authorization to Rescind the Following Mendocino County Policies: #4 Travel Reimbursements, #5 General Plan Amendment Schedule, #7 Reimbursements to Attorneys in SSI, SSP Cases, #9 Special Districts, #11 Courthouse Banners, #36 Public Access to County Records, #40 Unfunded Actuarial Liability, #53 COVID-19 Temporary Policy: COVID-19 Advanced Sick Leave Program, and #54 COVID-19 Temporary Policy: Implementation of Families First Coronavirus Response Act (FFCRA)

Recommended Action/Motion:
Authorize the following Mendocino County Policies to be rescinded: #4 Travel Reimbursements, #5 General Plan Amendment Schedule, #7 Reimbursements to Attorneys in SSI, SSP Cases, #9 Special Districts, #11 Courthouse Banners, #36 Public Access to County Records, #40 Unfunded Actuarial Liability, #53 COVID-19 Temporary Policy: COVID-19 Advanced Sick Leave Program, and #54 COVID-19 Temporary Policy: Implementation of Families First Coronavirus Response Act (FFCRA).

Previous Board/Board Committee Actions:
Policy #4 Travel Reimbursements: Adopted February 21, 1984 and modified November 7, 1989.
Policy #5 General Plan Amendment Schedule: Adopted July 17
Policy #7 Reimbursement to Attorneys in SSI, SSP Cases: Adopted February 2, 1985
Policy #9 Special Districts: Adopted June 4, 195
Policy #11 Courthouse Banners: Adopted January 21, 1986 and modified February 11, 1986
Policy #36 Public Access to County Records: Adopted September 12, 2000 and amended May 19, 2015
Policy #40 Unfunded Actuarial Liability: Adopted October 8, 2002, modified April 22 2008, and modified November 3, 2009
Policy #53 COVID-19 Temporary Policy: COVID-19 Advanced Sick Leave Program: Adopted April 7, 2020
Policy #54 COVID-19 Temporary Policy: Implementation of Families First Coronavirus Response Act (FFCRA): Adopted April 7, 2020

Summary of Request:
The County Leadership team in collaboration with the Executive Office has been reviewing numerous Countywide policies and is recommending the following policies be rescinded.

- #4 Travel Reimbursements - the policy is outdated and contradicts what is in the current Memorandum of Understanding. Additionally, Policy 18 addresses travel reimbursement and use of personal vehicles for County business.

- #5 General Plan Amendment Schedule - the policy is outdated, and California Government Code 65358 outlines the allowable schedule for General Plan Amendments.

- #7 Reimbursements to Attorneys in SSI, SSP Cases - the policy is outdated, and County attorneys are not utilized for any such benefit applications, nor does the County pay fees for these cases.

- #9 Special Districts - the policy is outdated, as we do not have a County Fire Warden, we participate in the Inland Water and Power Commission, and we have an Emergency Operation Plan which outlines our coordinated efforts.

- #11 Courthouse Banners - the policy below is outdated and is no longer in charge of operations at the courthouse.

- #36 Public Access to County Records - the policy is outdated, and the County follows California Public Records Act (CPRA).

- #40 Unfunded Actuarial Liability - the policy is outdated, as an actuarial study regarding the cost of benefit enhancements is now required as part of the PEPRA provisions.

- #53 COVID-19 Temporary Policy: COVID-19 Advanced Sick Leave Program - In accordance with the term provision of the policy, which set the effective ending date of the policy to the ending date of the County-declared COVID-19 Emergency, this policy ended when the County terminated the local health emergency on February 28, 2023, through Resolution No. 23-047.

- #54 COVID-19 Temporary Policy: Implementation of Families First Coronavirus Response Act (FFCRA) - In accordance with term provision of the policy, the expiration date was December 31, 2020.

Alternative Action/Motion:
Do not approve and provide alternate direction.

Strategic Plan Priority Designation: An Effective County Government

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At:
<https://www.mendocinocounty.gov/government/executive-office/policy-manual>

Fiscal Details:

source of funding: N/A
current f/y cost: N/A
budget clarification: N/A
annual recurring cost: N/A
budgeted in current f/y (if no, please describe): N/A
revenue agreement: N/A

Item #: 3u)

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: N/A

CEO Liaison: Darcie Antle, CEO

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk
Date: July 29, 2025

Final Status: **Approved**

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3v)

To: BOARD OF SUPERVISORS

From: Executive Office

Meeting Date: July 29, 2025

Department Contact:	Darcie Antle	**Phone:**	707-463-4441
Department Contact:	Kelly Hansen	**Phone:**	707-463-4441

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Ratification of Letter of Support for Assembly Concurrent Resolution 97 (Rogers) - Charlie Barra Memorial Bridge

Recommended Action/Motion:
Ratify letter of support for Assembly Concurrent Resolution 97 (Rogers) - Charlie Barra Memorial Bridge.

Previous Board/Board Committee Actions:
The Board of Supervisors adopted resolution 24-094 on June 25, 2024 supporting the renaming of the Russian River bridge to the Charlie Barra Memorial Bridge on State Highway Route 20 in the County of Mendocino.

The Board of Supervisors regularly issues support letters that align with the 2025 Legislative Platform. These letters advocate for adequate and ongoing federal and state funding, timely distribution of resources, increased local authority, and flexibility in administering and providing services.

Summary of Request:
ACR 97 would designate the Russian River Bridge and Overhead on State Route 20 (Bridge No. 10-0310 at post mile 33.6) in Mendocino County as the Charlie Barra Memorial Bridge. The resolution honors the late Charlie Barra, a lifelong resident of Mendocino County, veteran, pioneering grape grower, public servant, and community leader. It recognizes his significant and enduring contributions to the community.

The bill also requests that the California Department of Transportation determine the cost of installing memorial signage and erect those signs upon receiving donations from non-state sources to cover the expenses.

Alternative Action/Motion:
Provide alternative direction.

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisorial District: All

Item #: 3v)

Vote Requirement: Majority

Supplemental Information Available Online At: Bill Text - ACR-97 Charlie Barra Memorial Bridge. <https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202520260ACR97>

Fiscal Details:

source of funding: No funding needed for requested action
current f/y cost: $0
budget clarification: No funding needed for requested action
annual recurring cost: $0
budgeted in current f/y (if no, please describe): No
revenue agreement: No

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: N/A

CEO Liaison: Executive Office

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk
Date: July 29, 2025

Final Status: **Approved**

COUNTY OF MENDOCINO
Board of Supervisors

DARCIE ANTLE
CLERK OF THE BOARD

501 Low Gap Rd. Room 1010
Ukiah, CA 95482

Email: bos@mendocinocounty.gov
Website: www.mendocinocounty.gov

Office: (707) 463-4221
Fax: (707) 463-5649

June 16, 2025

The Honorable Lori Wilson
Chair of the California State Assembly Transportation Committee
1020 North Street, Suite 112
Sacramento, CA 95814

RE: Support for ACR 97 (Rogers) – Charlie Barra Memorial Bridge

Dear Chair Wilson,

On behalf of the Mendocino County Board of Supervisors, I am writing to express our strong support for Assembly Concurrent Resolution (ACR) 97, introduced by Assemblymember Rogers. This resolution proposes to designate the Russian River Bridge and Overhead on State Route 20 in Mendocino County as the Charlie Barra Memorial Bridge. The County passed Resolution 24-094 on June 25, 2024, supporting the renaming of the Russian River Bridge to honor Charlie Barra.

Charlie Barra was a pillar of Mendocino County—deeply rooted in the community as a lifelong resident, veteran, farmer, public servant, and industry pioneer. Born in Calpella in 1926 to Italian immigrant parents, Mr. Barra's legacy is indelibly marked by his contributions to local agriculture, government, and civic life. He cultivated over 500 acres of vineyards, helped establish the Redwood Valley County Water District, and was twice appointed to the Mendocino County Planning Commission. In 1968, then-Governor Ronald Reagan appointed him to the Mendocino County Board of Supervisors.

Mr. Barra's leadership in the wine industry was equally notable. He was an early innovator in vineyard management, a founding member and past president of the North Coast Grape Growers Association, and a vocal advocate for organic farming and appellation standards that helped shape California's wine reputation globally. His commitment to the community extended to education and philanthropy, as he founded and led the St. Mary's School Foundation of Ukiah for over two decades.

Designating the bridge at post mile 33.6 on State Route 20 in his honor is a fitting tribute to a man whose influence touched every corner of Mendocino County—from agriculture to public service to education.

We respectfully urge the Legislature to adopt ACR 97 and honor the extraordinary life and contributions of Charlie Barra by naming this bridge in his memory.

Sincerely,

John Haschak

John Haschak, Chair
Mendocino County Board of Supervisors

CC: The Honorable Chris Rogers, California State Assembly, 2nd District
The Honorable Mike McGuire, California State Senate, 2nd District

THE BOARD OF SUPERVISORS

MADELINE CLINE	MAUREEN MULHEREN	JOHN HASCHAK	BERNIE NORVELL	TED WILLIAMS
First District	Second District	Third District	Fourth District	Fifth District

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3w)

To: BOARD OF SUPERVISORS

From: Executive Office

Meeting Date: July 29, 2025

Department Contact:	Darcie Antle	**Phone:**	707-463-4441
Department Contact:	Kelly Hansen	**Phone:**	707-463-4441

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Ratification of Letter of Support for Assembly Bill 830 (Rogers) - State Highways: Encroachment Permits: Relocating or Removing Encroachments: Public Utility Districts

Recommended Action/Motion:
Ratify letter of support for Assembly Bill 830 (Rogers) - state highways: encroachment permits: relocating or removing encroachments: public utility districts.

Previous Board/Board Committee Actions:
The Board of Supervisors ratified a letter of support for Assembly Bill 830 (Rogers) on April 8, 2025.

The Board of Supervisors regularly issues support letters that align with the 2025 Legislative Platform. These letters advocate for adequate and ongoing federal and state funding, timely distribution of resources, increased local authority, and flexibility in administering and providing services.

Summary of Request:
Since the County's initial letter of support was submitted, the proposed legislation has progressed through the legislative process and is currently under consideration by the state Senate. To ensure that the County's concerns are part of the official record and effectively communicated to decision-makers at each stage, it is necessary to submit a follow-up support letter. This letter will reaffirm the County's position, highlight the benefits of the bill, and encourage the reviewing body to support the measure. Ongoing engagement is essential to advocate for the County's interests and make sure its voice is heard throughout the bill's progression.

Existing law establishes the Department of Transportation and vests it with full possession and control of all state highways, as well as all property and rights in property acquired for state highway purposes. Existing law authorizes the department to issue written permits to, among other things, place, change, or renew an encroachment. Existing law requires a permit issued to a county, city, public corporation, or political subdivision that is authorized by law to establish or maintain any works or facilities in, under, or over any public highway to contain a provision that, in the event, the future improvement of the highway necessitates the relocation or removal of the encroachment, the permittee will relocate or remove the encroachment at the permittee's sole expense, as provided.

This bill would exempt a public utility district from the above-described provision and instead would require the department to bear the sole expense of relocating or removing the public utility district's encroachment in the event a future improvement of the highway necessitates the relocation or removal of the encroachment.

Alternative Action/Motion:
Provide alternative direction.

Strategic Plan Priority Designation: A Prepared and Resilient County

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At: bill text - ab-830 state highways: encroachment permits: relocating or removing encroachments: public utility districts. <https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202520260AB830>

Fiscal Details:

source of funding: N/A
current f/y cost: N/A
budget clarification: N/A
annual recurring cost: N/A
budgeted in current f/y (if no, please describe): N/A
revenue agreement: N/A

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: N/A

CEO Liaison: Executive Office

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk
Date: July 29, 2025

Final Status: **Approved**

COUNTY OF MENDOCINO
Board of Supervisors

DARCIE ANTLE
CLERK OF THE BOARD

501 Low Gap Rd. Room 1010
Ukiah, CA 95482

Email: bos@mendocinocounty.gov
Website: www.mendocinocounty.gov

Office: (707) 463-4221
Fax: (707) 463-5649

June 17, 2025

The Honorable Chris Rogers
State Capitol
1021 O Street, Suite 5130
Sacramento, CA 95814

RE: AB 830 (Rogers) Support Letter - State highways: encroachment permits: relocating or removing encroachments: public utility districts

Dear Assemblymember Rogers,

On behalf of the Mendocino County Board of Supervisors, I am writing to reaffirm our strong and continued support for AB 830. This critical bill would require the California Department of Transportation (Caltrans) to fund the relocation or removal of utilities owned by public utility districts when necessary for highway infrastructure improvements.

Rural communities, such as Mendocino County, often experience delays in implementing state highway safety projects. These delays are not attributable to public opposition; instead, they stem from the substantial costs associated with utility relocation requirements. Small public utility districts often lack the financial resources or customer base necessary to absorb the significant infrastructure expenditures linked to these projects. Consequently, this situation can jeopardize vital state initiatives and result in prolonged delays.

Current law prevents Caltrans from using project funds to relocate utilities, even for essential pedestrian and traffic safety improvements. This places an unfair burden on smaller communities and can diminish the effectiveness of state-funded projects. The situation in Hopland, situated along the Highway 101 corridor, clearly illustrates these challenges.

AB 830 addresses this persistent issue by establishing a more equitable and effective process that allows Caltrans to advance essential projects without imposing penalties on rural agencies or compromising local utility operations. This legislation represents a practical and necessary solution for fostering resilient and equitable infrastructure across the state of California.

The County of Mendocino appreciates your leadership on this bill and urges the Legislature to enact AB 830. We are proud to continue our support for this measure.

Sincerely,

John Haschak

John Haschak, Chair
Mendocino County Board of Supervisors

cc: The Honorable Mike McGuire, Member of the California State Senate

THE BOARD OF SUPERVISORS

MADELINE CLINE	MAUREEN MULHEREN	JOHN HASCHAK	BERNIE NORVELL	TED WILLIAMS
First District	Second District	Third District	Fourth District	Fifth District

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3x)

To: BOARD OF SUPERVISORS

From: Agriculture

Meeting Date: July 29, 2025

Department Contact: Angela Godwin **Phone:** 707-234-6830

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Approval of Retroactive First Amendment to BOS Agreement No. 21-181 with California Department of Food and Agriculture (CDFA) Amending Purchasing Agent Agreement No 24-27, Increasing the Amount by $55,190.30 for a New Total Amount of $97,611.30 for Reimbursement of Noxious Weed (Gorse) Removal from the Caspar Community, for the Period of July 1, 2023, through December 31, 2027

Recommended Action/Motion:
Approve retroactive amendment to BOS Agreement No. 21-181 with California Department of Food and Agriculture (CDFA) amending Purchasing Agent Agreement No. 24-27, increasing the amount by $55,190.30 for a new total amount of $97,611.30 for reimbursement of Noxious Weed (Gorse) Removal from the Caspar Community for the period of July 1, 2023, through December 31, 2027; and authorize the Chair to sign the same.

Previous Board/Board Committee Actions:
The Board has historically supported Gorse removal most recently approval of BOS Agreement providing reimbursement for Noxious Weed (Gorse) Removal. Approval of BOS Agreement 21-181 was approved by the Board of Supervisors on October 19, 2021 providing reimbursement for Noxious Weed (Gorse) Removal.

Summary of Request:
The original County/CDFA agreement for this project was approved by the Purchasing Agent in the amount of $42,421. This amendment increases the funding for the project by $55,190.30 to a total of $97,611.30 and extends the ending date to December 31, 2027. Noxious invasive species such as gorse use water, restrict the growth of native vegetation, their roots alter the soil, they are an oily plant that causes a fire hazard and they reduce recreation. The item is retroactive because the amendment was created by the State during the original agreement term.

Alternative Action/Motion:
Provide direction to staff.

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisorial District: District 4

Item #: 3x)

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: 1100
current f/y cost: $0 after reimbursement from CDFA
budget clarification: 2710
annual recurring cost: Approximately the same each year
budgeted in current f/y (if no, please describe): Yes
revenue agreement: Yes

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Steve Dunnicliff, Deputy CEO

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk
Date: July 29, 2025

Final Status: **Approved**
Executed Item Type: Agreement
Number: 25-140

State of California, Department of Food and Agriculture
AGREEMENT
GAU-03 (Rev.7/2024)

BOS Agreement 25-140

AMENDED COOPERATIVE AGREEMENT SIGNATURE PAGE

AGREEMENT NUMBER **23-0291-000-SA**
AMENDMENT NUMBER **1**

1. This Agreement is entered into between the State Agency and the Recipient named below:

STATE AGENCY'S NAME
DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME
COUNTY OF MENDOCINO

2. The term of this Agreement is: July 1, 2023 through December 31, 2027

3. The maximum amount of this Agreement is: $97,611.30

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

Paragraph two (2) of the Agreement is hereby amended to extend the expiration date from June 30, 2025, to a new expiration date of December 31, 2027.

Paragraph three (3) of the Agreement is hereby amended to increase the Agreement by $55,190.30 for a new total not to exceed $97,611.30.

A Budget for the increased amount is attached (1 Page) and is hereby incorporated into the Agreement.

Revised Reporting/Invoicing Schedule (1 Page).

The increase in funds and time extension is due to additional available money.

All other terms and conditions of this Agreement shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

RECIPIENT

RECIPIENT'S NAME *(Organization's Name)*
COUNTY OF MENDOCINO

BY *(Authorized Signature)*
Angela Godwin

DATE SIGNED
6-26-25

PRINTED NAME AND TITLE OF PERSON SIGNING
Angela J. Godwin, Agricultural Commissioner/Sealer of Weights & Measures

ADDRESS
890 North Bush Street, Ukiah, CA 95482-3745

STATE OF CALIFORNIA

AGENCY NAME
DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY *(Authorized Signature)*
Andrea Perkins

DATE SIGNED
Digitally signed by Andrea Perkins
Date: 2025.06.27 13:17:10 -07'00'

PRINTED NAME AND TITLE OF PERSON SIGNING
ANDREA PERKINS, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

CJ

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: _____
DEPARTMENT HEAD

Date: 6-26-25

Budgeted: ☒ Yes ☐ No

Budget Unit: 2710

Line Item: 82-5490

Org/Object Code: AG

Grant: ☒ Yes ☐ No

Grant No.:**23-0291-000-SA 1**

COUNTY OF MENDOCINO

By: _____
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: 07/29/2025

ATTEST:
DARCIE ANTLE, Clerk of said Board

By: _____
Deputy 07/29/2025

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: _____
Deputy 07/29/2025

INSURANCE REVIEW:

By: _____
Risk Management

Date: 06/11/2025

CONTRACTOR/COMPANY NAME

By: Andrea Perkins Digitally signed by Andrea Perkins Date: 2025.06.27 13:17:37 -07'00'
SIGNATURE

Date: _____

NAME AND ADDRESS OF CONTRACTOR:

California Department of Food and Agriculture

1220 N Street, Room 120

Sacramento, CA 95814

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: _____
COUNTY COUNSEL

Date: 06/11/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
Deputy CEO or Designee

Date: 06/11/2025

Signatory Authority: $0-25,000 Department; $25,001- 50,000 Purchasing Agent; **$50,001+ Board of Supervisors**
Exception to Bid Process Required/Completed ☐ _____
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: _____

Revised Reporting/Invoicing Schedule

Important Dates:	
Invitation to Submit Grant Applications	September 15, 2022
Grant Application Due	October 31, 2022 at 11:59pm PDT
Review Process	November 1 – December 31, 2022
Announcement and Award Funding	January 15, 2023
Grants Awarded	June 30, 2023
Mid-Year Reports	October 15, 2023, October 15, 2024, October 15, 2025, October 15, 2026, and October 15, 2027
Expense Deadline	December 31, 2027
Final Report	January 31, 2028
Final Invoice Due	February 15 2028

Noxious Weed Grant Program Budget

County of Mendocino

July 1, 2023 - December 31, 2027

	CDFA Funding	Add Funds	Cost Share
Personnel Services - Weed Control			
Title: Ass. Commissioner ($70.40 ($44.00 hr + $26.4o benefits))X88.068	$2,200.00	$4,000.00	$0.00
Title: Ag./Stds.Specialist III ($51.41 ($34.18 hr + $20.25 benefits))X31.122	$800.00	$800.00	$0.00
Title: Ag./Stds.Specialist I ($36.86 ($23.04 hr + $13.82 benefits))X43.407	$800.00	$800.00	$0.00
Title:	$0.00		$0.00
Title:	$0.00		$0.00
Title:	$0.00		$0.00
Title:	$0.00		$0.00
Title:	$0.00		$0.00
Subtotal Personnel Exp.	$3,800.00	$5,600.00	$0.00
Operating Expenses			
Supplies: (must be itemized)			
	$0.00		$0.00
	$0.00		$0.00
Equipment: (must be itemized)			
	$0.00		$0.00
	$0.00		$0.00
Herbicides: (must be itemized)			
Type: Amount: Cost:	$0.00		$0.00
Type: Amount: Cost:	$0.00		$0.00
Type: Amount: Cost:	$0.00		$0.00
Contractor/ Consultant			
Contract for heavy equipment operation ($175/hr)	$36,225.00	$45,190.30	$15,000.00
In-kind labor performed by land owerners & Gorse Out members	$0.00		$4,000.00
Mileage for Weed Control $0.655 x (375.57 Miles)	$246.00		$0.00
Mileage for Weed Control $0.70 x (714.286Miles)		$500.00	
Subtotal Operation Exp.	$36,471.00	$45,690.30	$19,000.00
Allowable Costs: (Not more than 10% of the award may be used for meetings, travel, administration, and coordination costs - i.e. FY23= $42,421 CDFA Funding award total has max of $4,242.10 for all combined, FY25 = $55,190.30 CDFA Funding award total has max of $5,519.03 for all combined)			
Meetings	$250.00	$500.00	$500.00
Travel	$250.00	$500.00	$250.00
Administration	$500.00	$1,000.00	$1,000.00
Coordination	$250.00	$500.00	$250.00
Mileage for Meetings, Training, Coordination $0.655 x (Miles)	$0.00		$0.00
Subtotal	$41,521.00	$53,790.30	$21,000.00
Indirect* (Max 25% of Personnel Costs)	$900.00	$1,400.00	$0.00
Total	$42,421.00	$55,190.30	$21,000.00
Grant Total CDFA Funding	**$42,421.00**	**$55,190.30**	
Grant Total Cost Share			**$0.00**

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3y)

To: BOARD OF SUPERVISORS

From: Auditor-Controller Treasurer-Tax Collector

Meeting Date: July 29, 2025

Department Contact:	Megan Hunter	**Phone:**	707-234-6860
Department Contact:	Chamise Cubbison	**Phone:**	707-234-6860

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Adoption of Two (2) Resolutions Establishing the Proposition 4 Gann Spending Limit Appropriations for the County of Mendocino and Special Districts Governed by the Board of Supervisors for Fiscal Year 2025-26

Recommended Action/Motion:
Adopt two (2) Resolutions establishing the Proposition 4 Gann Spending Limit Appropriations for the County of Mendocino and Special Districts governed by the Board of Supervisors for fiscal year 2025-26; and authorize Chair to sign same.

Previous Board/Board Committee Actions:
Similar resolutions have been adopted annually since 1981.

Summary of Request:
The attached resolutions establish the Proposition 4 Gann Spending Limits for the County of Mendocino as well as those lighting districts governed by the Mendocino County Board of Supervisors for Fiscal Year 2025-26. Pursuant to Government Code Section 7910, the Gann Limit amounts represent the maximum level of revenues that the County may legally receive in the 2025-26 fiscal year from what is defined to be “tax proceeds” types of revenue sources, without being in violation of the Proposition 4 provisions. These sources encompass non-departmental revenues in general that include discretionary tax revenues such as property, sales, timber yield, motor vehicle in lieu, cannabis, and transient occupancy taxes, etc. For Fiscal Year 2025-26, the County of Mendocino is approximately $30.5 Million under its maximum allowable spending limit from tax revenue proceeds.

Alternative Action/Motion:
None

Strategic Plan Priority Designation: An Effective County Government

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Item #: 3y)

Fiscal Details:

source of funding: N/A
current f/y cost: N/A
budget clarification: N/A
annual recurring cost: N/A
budgeted in current f/y (if no, please describe): N/A
revenue agreement: N/A

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Executive Office

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk
Date: July 29, 2025

Final Status: **Adopted**
Executed Item Type: Resolution
Number: 25-124
Executed Item Type: Resolution
Number: 25-125

RESOLUTION NO. 25-124

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS ESTABLISHING THE APPROPRIATIONS LIMIT FOR THE COUNTY OF MENDOCINO FOR FISCAL YEAR 2025-26

WHEREAS, Government Code section 7910 mandates that the governing body of each local jurisdiction establish the appropriations limit for each fiscal year by passage of a resolution; and

WHEREAS, Article XIII B of the California Constitution has been amended by Proposition 111 to change the price and population factors that may be used by local jurisdictions in setting appropriations limits; and

WHEREAS, the documents evidencing the calculation of the fiscal year 2025-26 Gann limit have been made available to the public fifteen days prior to the scheduled and noticed meeting of the Mendocino County Board of Supervisors. Such documents were published on the website of the Mendocino County Auditor-Controller.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors that the following is adopted as the appropriations limit for the County of Mendocino for fiscal year 2025-26 is set as follows:.

COUNTY OF MENDOCINO
BASE YEAR STATEMENT OF APPROPRIATIONS LIMITATION
PROPOSITION 4 SPENDING LIMITATION – GANN
BASE YEAR 1978-79

Base Year 1978-79 determination of proceeds of taxes		$	10,311,837
Add:	Prorate portion of fund balance available at July 1, 1978 determined to be proceeds of taxes		918,282
Subtotal:	1978-79 Base Year Proceeds of Taxes	$	11,230,119
Add:	Application of appropriations limit adjustment factor At 9.9419 of Subtotal above	$	111,649,237
2025-26 Appropriations Limit from Proceeds of Taxes		$	122,879,356

AND BE IT FURTHER RESOLVED that any judicial action or proceeding to attack, review, set aside, void or annul the appropriations limits established by this resolution shall be commenced within 45 days from the date of this resolution in accordance with Government Code section 7910(b).

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Norvell, and carried this 29th day of July 2025, by the following vote:

AYES: Supervisors Cline, Mulheren, Haschak, Norvell, and Williams
NOES: None
ABSENT: None

WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

ATTEST: DARCIE ANTLE
Clerk of the Board

Deputy

JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

APPROVED AS TO FORM:
CHARLOTTE E. SCOTT
County Counsel

BY: DARCIE ANTLE
Clerk of the Board

Deputy

RESOLUTION NO. 25-125

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS ESTABLISHING THE APPROPRIATIONS LIMIT FOR SPECIAL DISTRICTS GOVERNED BY THE MENDOCINO COUNTY BOARD OF SUPERVISORS FOR FISCAL YEAR 2025-26

WHEREAS, Government Code section 7910 mandates that the governing body of each local jurisdiction establish the appropriations limit for each fiscal year by passage of a resolution; and

WHEREAS, the County Auditor-Controller has determined the appropriations limit for fiscal year 2025-26; and

WHEREAS, the documents evidencing the calculation of the fiscal year 2025-26 Gann limit have been made available to the public fifteen days prior to the scheduled and noticed meeting of the Mendocino County Board of Supervisors. Such documents were published on the website of the Mendocino County Auditor-Controller.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors that the following is adopted as the appropriations limit for the Special Districts governed by the Mendocino County Board of Supervisors for fiscal year 2025-26:

Lighting Districts	2025-26 Appropriations Limit
Alexander Estates	$ 32,673
Covelo Lighting	67,834
Fairview Acres Lighting	11,183
Hopland Lighting	49,626
Laytonville Lighting	31,086
Noyo Lighting	54,021
Oak Knoll Lighting	41,949
Riverwood Terrace Lighting	8,755
Ukiah Village Lighting	49,442
West Talmage Lighting	22,603

AND BE IT FURTHER RESOLVED that any judicial action or proceeding to attack, review, set aside, void or annul the appropriations limits established by this resolution shall be commenced within 45 days from the date of this resolution in accordance with Government Code section 7910(b).

AND BE IT FURTHER RESOLVED that the supporting documentation will be maintained for sixty days in a public file in the Office of the County Auditor-Controller.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Norvell, and carried this 29th day of July 2025, by the following vote:

AYES: Supervisors Cline, Mulheren, Haschak, Norvell, and Williams
NOES: None
ABSENT: None

WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

ATTEST: DARCIE ANTLE
Clerk of the Board

Deputy

JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

APPROVED AS TO FORM:
CHARLOTTE E. SCOTT
County Counsel

BY: DARCIE ANTLE
Clerk of the Board

Deputy

RESOLUTION NO. 25-124

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS ESTABLISHING THE APPROPRIATIONS LIMIT FOR THE COUNTY OF MENDOCINO FOR FISCAL YEAR 2025-26

WHEREAS, Government Code section 7910 mandates that the governing body of each local jurisdiction establish the appropriations limit for each fiscal year by passage of a resolution; and

WHEREAS, Article XIII B of the California Constitution has been amended by Proposition 111 to change the price and population factors that may be used by local jurisdictions in setting appropriations limits; and

WHEREAS, the documents evidencing the calculation of the fiscal year 2025-26 Gann limit have been made available to the public fifteen days prior to the scheduled and noticed meeting of the Mendocino County Board of Supervisors. Such documents were published on the website of the Mendocino County Auditor-Controller.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors that the following is adopted as the appropriations limit for the County of Mendocino for fiscal year 2025-26 is set as follows:.

COUNTY OF MENDOCINO
BASE YEAR STATEMENT OF APPROPRIATIONS LIMITATION
PROPOSITION 4 SPENDING LIMITATION – GANN
BASE YEAR 1978-79

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Add:	Prorate portion of fund balance available at July 1, 1978 determined to be proceeds of taxes		918,282
Subtotal:	1978-79 Base Year Proceeds of Taxes	$	11,230,119
Add:	Application of appropriations limit adjustment factor At 9.9419 of Subtotal above	$	111,649,237
2025-26 Appropriations Limit from Proceeds of Taxes		$	122,879,356

AND BE IT FURTHER RESOLVED that any judicial action or proceeding to attack, review, set aside, void or annul the appropriations limits established by this resolution shall be commenced within 45 days from the date of this resolution in accordance with Government Code section 7910(b).

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Norvell, and carried this 29th day of July 2025, by the following vote:

AYES: Supervisors Cline, Mulheren, Haschak, Norvell, and Williams
NOES: None
ABSENT: None

WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

ATTEST: DARCIE ANTLE
Clerk of the Board

_____
Deputy

APPROVED AS TO FORM:
CHARLOTTE E. SCOTT
County Counsel

_____

_____
JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

BY: DARCIE ANTLE
Clerk of the Board

_____
Deputy

RESOLUTION NO. 25-125

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS ESTABLISHING THE APPROPRIATIONS LIMIT FOR SPECIAL DISTRICTS GOVERNED BY THE MENDOCINO COUNTY BOARD OF SUPERVISORS FOR FISCAL YEAR 2025-26

WHEREAS, Government Code section 7910 mandates that the governing body of each local jurisdiction establish the appropriations limit for each fiscal year by passage of a resolution; and

WHEREAS, the County Auditor-Controller has determined the appropriations limit for fiscal year 2025-26; and

WHEREAS, the documents evidencing the calculation of the fiscal year 2025-26 Gann limit have been made available to the public fifteen days prior to the scheduled and noticed meeting of the Mendocino County Board of Supervisors. Such documents were published on the website of the Mendocino County Auditor-Controller.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors that the following is adopted as the appropriations limit for the Special Districts governed by the Mendocino County Board of Supervisors for fiscal year 2025-26:

Lighting Districts		2025-26 Appropriations Limit
Alexander Estates	$	32,673
Covelo Lighting		67,834
Fairview Acres Lighting		11,183
Hopland Lighting		49,626
Laytonville Lighting		31,086
Noyo Lighting		54,021
Oak Knoll Lighting		41,949
Riverwood Terrace Lighting		8,755
Ukiah Village Lighting		49,442
West Talmage Lighting		22,603

AND BE IT FURTHER RESOLVED that any judicial action or proceeding to attack, review, set aside, void or annul the appropriations limits established by this resolution shall be commenced within 45 days from the date of this resolution in accordance with Government Code section 7910(b).

AND BE IT FURTHER RESOLVED that the supporting documentation will be maintained for sixty days in a public file in the Office of the County Auditor-Controller.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Norvell, and carried this 29th day of July 2025, by the following vote:

AYES: Supervisors Cline, Mulheren, Haschak, Norvell, and Williams
NOES: None
ABSENT: None

WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

ATTEST: DARCIE ANTLE
Clerk of the Board

_____
Deputy

APPROVED AS TO FORM:
CHARLOTTE E. SCOTT
County Counsel

_____

_____
JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

BY: DARCIE ANTLE
Clerk of the Board

_____
Deputy

County of Mendocino
Proposition 4 - Gann Spending Limit
Comparison with 2025-26 Estimated Proceeds of Taxes

Gann Limit - 2025-26		(A)	122,879,356
2025-26 Estimated "Proceeds of Taxes" Per Recommended Budget (Nondepartmental Revenues/Teeter)			100,671,051
Less: Nondepartmental Revenues not considered to be 'proceeds of taxes" subject to Prop 4 limit			
	Franchises	1,300,000	
	Federal Land In Lieu	850,000	
	A-87 Cost Plan Charges	5,850,000	
	Other	200,000	
	Operating Transfer In	500,000	
	Refund Jury Fees	0	8,700,000
Adjusted Nondepartmental Revenues - "Proceeds"			91,971,051
Add: Property Taxes Allocated to Other County Depts.:			
	Emergency Medical Services	381,708	381,708
Adjusted 2025-26 Estimated Proceeds of Taxes		(B)	92,352,759
Estimated 2025-26 Amount "Under" Gann Limit		(A - B)	30,526,597
Percentage: County "Proceeds of Taxes" vs. Gann Limit		(2)	75.16%

(1) Assumes no negative impact from AB233 transfer of fiscal responsibility to State

(2) For comparison purposes:

2014-15 Percentage	70.73%
2015-16 Percentage	71.84%
2016-17 Percentage	62.86%
2017-18 Percentage	75.60%
2018-19 Percentage	83.75%
2019-20 Percentage	80.18%
2020-21 Percentage	79.01%
2021-22 Percentage	83.65%
2022-23 Percentage	77.59%
2023-24 Percentage	79.35%
2024-25 Percentage	74.69%
2025-26 Percentage	75.16%

DEPARTMENT OF FINANCE
OFFICE OF THE DIRECTOR

Gavin Newsom ▪ Governor
1021 O Street, Suite 3110 ▪ Sacramento CA 95814 ▪ www.dof.ca.gov

May 2025

Dear Fiscal Officer:

Subject: Price Factor and Population Information

Appropriations Limit
California Revenue and Taxation Code Section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2025, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2025-26. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2025-26 appropriations limit. Attachment B provides the city and unincorporated county population percentage change along with the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts
Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code Section 2228 provides additional information regarding the appropriations limit. Article XIII B, Section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The code section and the California Constitution can be accessed at the following website: http://leginfo.legislature.ca.gov/faces/codes.xhtml.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification
The population certification program applies only to cities and counties. California Revenue and Taxation Code Section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2025**.

Please Note: The prior year's city population estimates may be revised. The per capita personal income change is based on historical data.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

JOE STEPHENSHAW
Director
By:

ERIKA LI
Chief Deputy Director

Attachment

A. **Price Factor**: Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2025-26 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2025-26	6.44

B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2025-26 appropriation limit.

2025-26:

Per Capita Cost of Living Change = 6.44 percent
Population Change = 0.28 percent

Per Capita Cost of Living converted to a ratio: $\frac{6.44 + 100}{100} = 1.0644$

Population converted to a ratio: $\frac{0.28 + 100}{100} = 1.0028$

Calculation of factor for FY 2025-26: $1.0644 \times 1.0028 = 1.0674$

FISCAL YEAR 2025-26

About the Data

Attachment B

Annual Percent Change in Population Minus Exclusions*

January 1, 2024 to January 1, 2025 and Total Population January 1, 2025

City	County	Percent Change 24-25	Population Minus Exclusions 1-1-24	Population Minus Exclusions 1-1-25	Total Population 1-1-25
Orland City	Glenn	1.17	8,603	8,704	8,704
Willows City	Glenn	1.62	6,372	6,475	6,475
Unincorporated	Glenn	1.33	14,004	14,190	14,190
County Total	**Glenn**	**1.35**	**28,979**	**29,369**	**29,369**
Arcata City	Humboldt	1.66	18,691	19,001	19,001
Blue Lake City	Humboldt	-0.70	1,144	1,136	1,136
Eureka City	Humboldt	0.00	25,966	25,967	26,122
Ferndale City	Humboldt	-0.44	1,367	1,361	1,361
Fortuna City	Humboldt	-0.38	12,245	12,198	12,198
Rio Dell City	Humboldt	-0.71	3,255	3,232	3,232
Trinidad City	Humboldt	-0.67	298	296	296
Unincorporated	Humboldt	-0.73	70,625	70,107	70,471
County Total	**Humboldt**	**-0.22**	**133,591**	**133,298**	**133,817**
Clearlake City	Lake	1.01	16,367	16,533	16,533
Lakeport City	Lake	-0.85	5,069	5,026	5,026
Unincorporated	Lake	-0.61	45,889	45,607	45,695
County Total	**Lake**	**-0.24**	**67,325**	**67,166**	**67,254**
Fort Bragg City	Mendocino	-0.10	7,194	7,187	7,187
Point Arena City	Mendocino	1.57	445	452	452
Ukiah City	Mendocino	0.60	16,227	16,325	16,325
Willits City	Mendocino	-0.31	4,853	4,838	4,838
Unincorporated	Mendocino	-0.09	61,031	60,975	61,025
County Total	**Mendocino**	**0.03**	**89,750**	**89,777**	**89,827**
Cloverdale City	Sonoma	-0.97	8,763	8,678	8,678
Cotati City	Sonoma	-0.86	7,353	7,290	7,290
Healdsburg City	Sonoma	-0.35	11,010	10,972	10,972
Petaluma City	Sonoma	0.40	58,858	59,094	59,094
Rohnert Park City	Sonoma	-0.06	44,089	44,062	44,062
Santa Rosa City	Sonoma	0.80	177,043	178,452	178,452
Sebastopol City	Sonoma	0.40	7,338	7,367	7,367
Sonoma City	Sonoma	-0.83	10,595	10,507	10,507
Windsor Town	Sonoma	-0.17	25,669	25,625	25,625
Unincorporated	Sonoma	-0.46	130,591	129,985	130,801
County Total	**Sonoma**	**0.15**	**481,309**	**482,032**	**482,848**
Corning City	Tehama	1.30	8,162	8,268	8,268
Red Bluff City	Tehama	0.11	14,450	14,466	14,466
Tehama City	Tehama	0.23	427	428	428
Unincorporated	Tehama	-0.41	41,702	41,532	41,665
County Total	**Tehama**	**-0.07**	**64,741**	**64,694**	**64,827**
Unincorporated	Trinity	-0.16	15,850	15,825	15,884
County Total	**Trinity**	**-0.16**	**15,850**	**15,825**	**15,884**

Calculation of Population Changes Within Surrounding Counties

County	Jan 1, 2024	Jan 1, 2025	Change	% Change
Glenn County	28,979	29,369	390	1.346%
Humboldt County	133,591	133,298	-293	-0.219%
Lake County	67,325	67,166	-159	-0.236%
Mendocino County	89,750	89,777	27	0.030%
Sonoma County	481,309	482,032	723	0.150%
Tehama County	64,741	64,694	-47	-0.073%
Trinity County	15,850	15,825	-25	-0.158%
Totals	881,545	882,161	616	0.070%
Use composite percent				1.0007

Source: Department of Finance

Calculation of Prop 4 Gann Limit

	Price Factor	Population Change	Resulting Factor	Current Year Limit	TCF Adjustment	Adjusted Limit Amt.
County of Mendocino						
Base Year Tax Proceeds				11,230,119		
1980-81 Change	1.23280	1.06960	1.31860	14,808,067		
1981-82 Change	1.09120	1.06100	1.15776	17,144,235		
1982-83 Change	1.06790	1.00310	1.07121	18,365,085		
1983-84 Change	1.02350	1.01690	1.04080	19,114,328		
1984-85 Change	1.04740	1.01230	1.06028	20,266,597		
1985-86 Change	1.03740	1.02230	1.06053	21,493,416		
1986-87 Change	1.02300	1.02540	1.04898	22,546,254		
1987-88 Change	1.03470	1.02200	1.05746	23,841,838		
1988-89 Change	1.04660	1.02750	1.07538	25,639,072	-684,805	24,954,267
1989-90 Change	1.05190	1.02630	1.07956	26,939,753	-1,008,724	25,931,029
1990-91 Change	1.04210	1.03170	1.07513	27,879,346	25,911	27,905,257
1991-92 Change	1.04140	1.02930	1.07191	29,912,008	-247,771	29,664,237
1992-93 Change	0.99360	1.02420	1.01765	30,187,666	24,000	30,211,666
1993-94 Change	1.02720	1.02250	1.05031	31,731,675	305,608	32,037,283
1994-95 Change	1.00710	1.01690	1.02412	32,810,022	-739,445	32,070,577
1995-96 Change	1.04720	1.01982	1.06796	34,249,949	267,164	34,517,113
1996-97 Change	1.04670	1.01031	1.05749	36,501,553	-185,447	36,316,106
1997-98 Change	1.04670	1.01654	1.06401	38,640,788	112,909	38,753,697
1998-99 Change	1.04150	1.01832	1.06058	41,101,407		
1999-00 Change	1.04530	1.01394	1.05987	43,562,209		
2000-01 Change	1.04910	1.01426	1.06406	46,352,811		
2001-02 Change	1.07820	1.01032	1.08933	50,493,370		
2002-03 Change	0.98730	1.01155	0.99870	50,427,896		
2003-04 Change	1.02310	1.00943	1.03275	52,079,300		
2004-05 Change	1.03280	1.01132	1.04449	54,396,376		
2005-06 Change	1.05260	1.00811	1.06114	57,721,984		
2006-07 Change	1.03960	1.00531	1.04512	60,326,416		
2007-08 Change	1.04420	1.00742	1.05195	63,460,251		
2008-09 Change	1.04290	1.00858	1.05185	66,750,543		
2009-10 Change	1.00620	1.00747	1.01372	67,666,114		
2010-11 Change	0.97460	1.00895	0.98332	66,537,624		
2011-12 Change	1.02510	1.00733	1.03261	68,707,681		
2012-13 Change	1.03770	1.00105	1.03879	71,372,824		
2013-14 Change	1.05120	1.00487	1.05632	75,392,494		
2014-15 Change	0.99770	1.00323	1.00092	75,462,049		
2015-16 Change	1.03820	1.00487	1.04326	78,726,238		
2016-17 Change	1.05370	1.00303	1.05689	83,205,187		
2017-18 Change	1.03690	1.00508	1.04217	86,713,738		
2018-19 Change	1.03670	0.99904	1.03570	89,809,832		
2019-20 Change	1.03850	0.99755	1.03596	93,039,005		
2020-21 Change	1.03730	0.99544	1.03257	96,069,277		
2021-22 Change	1.05730	0.98917	1.04585	100,474,000		
2022-23 Change	1.07550	0.99527	1.07041	107,548,664		
2023-24 Change	1.04440	0.99407	1.03820	111,657,444		
2024-25 Change	1.03620	0.99710	1.03320	115,364,103		
2025-26 Change	1.06440	1.00070	1.06514	122,879,356		

	Price Factor	Population Change	Resulting Factor	Current Year Limit	TCF Adjustment	Adjusted Limit Amt.
Alexander Estates Lighting 0302						
Base Year Tax Proceeds				2,758		
1980-81 Change	1.23280	1.06960	1.31860	3,637		
1981-82 Change	1.09120	1.06100	1.15776	4,210		
1982-83 Change	1.06790	1.00310	1.07121	4,510		
1983-84 Change	1.02350	1.01690	1.04080	4,694		
1984-85 Change	1.04740	1.01230	1.06028	4,977		
1985-86 Change	1.03740	1.02230	1.06053	5,279		
1986-87 Change	1.02300	1.02540	1.04898	5,537		
1987-88 Change	1.03470	1.02200	1.05746	5,855		
1988-89 Change	1.04660	1.02750	1.07538	6,297		
1989-90 Change	1.05190	1.02630	1.07956	6,798		
1990-91 Change	1.04210	1.03170	1.07513	7,308		
1991-92 Change	1.04140	1.02930	1.07191	7,834		
1992-93 Change	0.99360	1.02420	1.01765	7,972		
1993-94 Change	1.02720	1.02250	1.05031	8,373		
1994-95 Change	1.00710	1.01690	1.02412	8,575		
1995-96 Change	1.04720	1.01982	1.06796	9,158		
1996-97 Change	1.04670	1.01031	1.05749	9,685		
1997-98 Change	1.04670	1.01654	1.06401	10,304		
1998-99 Change	1.04150	1.01832	1.06058	10,929		
1999-00 Change	1.04530	1.01394	1.05987	11,583		
2000-01 Change	1.04910	1.01426	1.06406	12,325		
2001-02 Change	1.07820	1.01032	1.08933	13,426		
2002-03 Change	0.98730	1.01155	0.99870	13,409		
2003-04 Change	1.02310	1.00943	1.03275	13,848		
2004-05 Change	1.03280	1.01132	1.04449	14,464		
2005-06 Change	1.05260	1.00811	1.06114	15,348		
2006-07 Change	1.03960	1.00531	1.04512	16,041		
2007-08 Change	1.04420	1.00742	1.05195	16,874		
2008-09 Change	1.04290	1.00858	1.05185	17,749		
2009-10 Change	1.00620	1.00747	1.01372	17,992		
2010-11 Change	0.97460	1.00895	0.98332	17,692		
2011-12 Change	1.02510	1.00733	1.03261	18,269		
2012-13 Change	1.03770	1.00105	1.03879	18,978		
2013-14 Change	1.05120	1.00487	1.05632	20,047		
2014-15 Change	0.99770	1.00323	1.00092	20,065		
2015-16 Change	1.03820	1.00487	1.04326	20,933		
2016-17 Change	1.05370	1.00303	1.05689	22,124		
2017-18 Change	1.03690	1.00508	1.04217	23,057		
2018-19 Change	1.03670	0.99904	1.03570	23,880		
2019-20 Change	1.03850	0.99755	1.03596	24,739		
2020-21 Change	1.03730	0.99544	1.03257	25,544		
2021-22 Change	1.05730	0.98917	1.04585	26,716		
2022-23 Change	1.07550	0.99527	1.07041	28,597		
2023-24 Change	1.04440	0.99407	1.03820	29,689		
2024-25 Change	1.03620	0.99710	1.03320	30,675		
2025-26 Change	1.06440	1.00070	1.06514	32,673		

	Price Factor	Population Change	Resulting Factor	Current Year Limit	TCF Adjustment	Adjusted Limit Amt.
Covelo Lighting 0303						
Base Year Tax Proceeds				5,726		
1980-81 Change	1.23280	1.06960	1.31860	7,550		
1981-82 Change	1.09120	1.06100	1.15776	8,741		
1982-83 Change	1.06790	1.00310	1.07121	9,364		
1983-84 Change	1.02350	1.01690	1.04080	9,746		
1984-85 Change	1.04740	1.01230	1.06028	10,334		
1985-86 Change	1.03740	1.02230	1.06053	10,959		
1986-87 Change	1.02300	1.02540	1.04898	11,496		
1987-88 Change	1.03470	1.02200	1.05746	12,156		
1988-89 Change	1.04660	1.02750	1.07538	13,073		
1989-90 Change	1.05190	1.02630	1.07956	14,113		
1990-91 Change	1.04210	1.03170	1.07513	15,173		
1991-92 Change	1.04140	1.02930	1.07191	16,264		
1992-93 Change	0.99360	1.02420	1.01765	16,551		
1993-94 Change	1.02720	1.02250	1.05031	17,384		
1994-95 Change	1.00710	1.01690	1.02412	17,804		
1995-96 Change	1.04720	1.01982	1.06796	19,013		
1996-97 Change	1.04670	1.01031	1.05749	20,106		
1997-98 Change	1.04670	1.01654	1.06401	21,394		
1998-99 Change	1.04150	1.01832	1.06058	22,690		
1999-00 Change	1.04530	1.01394	1.05987	24,048		
2000-01 Change	1.04910	1.01426	1.06406	25,589		
2001-02 Change	1.07820	1.01032	1.08933	27,874		
2002-03 Change	0.98730	1.01155	0.99870	27,838		
2003-04 Change	1.02310	1.00943	1.03275	28,750		
2004-05 Change	1.03280	1.01132	1.04449	30,029		
2005-06 Change	1.05260	1.00811	1.06114	31,865		
2006-07 Change	1.03960	1.00531	1.04512	33,303		
2007-08 Change	1.04420	1.00742	1.05195	35,033		
2008-09 Change	1.04290	1.00858	1.05185	36,849		
2009-10 Change	1.00620	1.00747	1.01372	37,354		
2010-11 Change	0.97460	1.00895	0.98332	36,731		
2011-12 Change	1.02510	1.00733	1.03261	37,929		
2012-13 Change	1.03770	1.00105	1.03879	39,401		
2013-14 Change	1.05120	1.00487	1.05632	41,620		
2014-15 Change	0.99770	1.00323	1.00092	41,658		
2015-16 Change	1.03820	1.00487	1.04326	43,460		
2016-17 Change	1.05370	1.00303	1.05689	45,932		
2017-18 Change	1.03690	1.00508	1.04217	47,869		
2018-19 Change	1.03670	0.99904	1.03570	49,579		
2019-20 Change	1.03850	0.99755	1.03596	51,361		
2020-21 Change	1.03730	0.99544	1.03257	53,034		
2021-22 Change	1.05730	0.98917	1.04585	55,466		
2022-23 Change	1.07550	0.99527	1.07041	59,371		
2023-24 Change	1.04440	0.99407	1.03820	61,639		
2024-25 Change	1.03620	0.99710	1.03320	63,685		
2025-26 Change	1.06440	1.00070	1.06514	67,834		

	Price Factor	Population Change	Resulting Factor	Current Year Limit	TCF Adjustment	Adjusted Limit Amt.
Fairview Lighting 0304						
Base Year Tax Proceeds				944		
1980-81 Change	1.23280	1.06960	1.31860	1,245		
1981-82 Change	1.09120	1.06100	1.15776	1,441		
1982-83 Change	1.06790	1.00310	1.07121	1,544		
1983-84 Change	1.02350	1.01690	1.04080	1,607		
1984-85 Change	1.04740	1.01230	1.06028	1,704		
1985-86 Change	1.03740	1.02230	1.06053	1,807		
1986-87 Change	1.02300	1.02540	1.04898	1,895		
1987-88 Change	1.03470	1.02200	1.05746	2,004		
1988-89 Change	1.04660	1.02750	1.07538	2,155		
1989-90 Change	1.05190	1.02630	1.07956	2,327		
1990-91 Change	1.04210	1.03170	1.07513	2,502		
1991-92 Change	1.04140	1.02930	1.07191	2,681		
1992-93 Change	0.99360	1.02420	1.01765	2,729		
1993-94 Change	1.02720	1.02250	1.05031	2,866		
1994-95 Change	1.00710	1.01690	1.02412	2,935		
1995-96 Change	1.04720	1.01982	1.06796	3,135		
1996-97 Change	1.04670	1.01031	1.05749	3,315		
1997-98 Change	1.04670	1.01654	1.06401	3,527		
1998-99 Change	1.04150	1.01832	1.06058	3,741		
1999-00 Change	1.04530	1.01394	1.05987	3,965		
2000-01 Change	1.04910	1.01426	1.06406	4,219		
2001-02 Change	1.07820	1.01032	1.08933	4,595		
2002-03 Change	0.98730	1.01155	0.99870	4,589		
2003-04 Change	1.02310	1.00943	1.03275	4,740		
2004-05 Change	1.03280	1.01132	1.04449	4,951		
2005-06 Change	1.05260	1.00811	1.06114	5,253		
2006-07 Change	1.03960	1.00531	1.04512	5,490		
2007-08 Change	1.04420	1.00742	1.05195	5,776		
2008-09 Change	1.04290	1.00858	1.05185	6,075		
2009-10 Change	1.00620	1.00747	1.01372	6,158		
2010-11 Change	0.97460	1.00895	0.98332	6,056		
2011-12 Change	1.02510	1.00733	1.03261	6,253		
2012-13 Change	1.03770	1.00105	1.03879	6,496		
2013-14 Change	1.05120	1.00487	1.05632	6,861		
2014-15 Change	0.99770	1.00323	1.00092	6,868		
2015-16 Change	1.03820	1.00487	1.04326	7,165		
2016-17 Change	1.05370	1.00303	1.05689	7,573		
2017-18 Change	1.03690	1.00508	1.04217	7,892		
2018-19 Change	1.03670	0.99904	1.03570	8,174		
2019-20 Change	1.03850	0.99755	1.03596	8,468		
2020-21 Change	1.03730	0.99544	1.03257	8,743		
2021-22 Change	1.05730	0.98917	1.04585	9,144		
2022-23 Change	1.07550	0.99527	1.07041	9,788		
2023-24 Change	1.04440	0.99407	1.03820	10,162		
2024-25 Change	1.03620	0.99710	1.03320	10,499		
2025-26 Change	1.06440	1.00070	1.06514	11,183		

	Price Factor	Population Change	Resulting Factor	Current Year Limit	TCF Adjustment	Adjusted Limit Amt.
Hopland Lighting 0305						
Base Year Tax Proceeds				4,189		
1980-81 Change	1.23280	1.06960	1.31860	5,524		
1981-82 Change	1.09120	1.06100	1.15776	6,395		
1982-83 Change	1.06790	1.00310	1.07121	6,850		
1983-84 Change	1.02350	1.01690	1.04080	7,130		
1984-85 Change	1.04740	1.01230	1.06028	7,560		
1985-86 Change	1.03740	1.02230	1.06053	8,017		
1986-87 Change	1.02300	1.02540	1.04898	8,410		
1987-88 Change	1.03470	1.02200	1.05746	8,893		
1988-89 Change	1.04660	1.02750	1.07538	9,564		
1989-90 Change	1.05190	1.02630	1.07956	10,325		
1990-91 Change	1.04210	1.03170	1.07513	11,100		
1991-92 Change	1.04140	1.02930	1.07191	11,899		
1992-93 Change	0.99360	1.02420	1.01765	12,109		
1993-94 Change	1.02720	1.02250	1.05031	12,718		
1994-95 Change	1.00710	1.01690	1.02412	13,025		
1995-96 Change	1.04720	1.01982	1.06796	13,910		
1996-97 Change	1.04670	1.01031	1.05749	14,709		
1997-98 Change	1.04670	1.01654	1.06401	15,651		
1998-99 Change	1.04150	1.01832	1.06058	16,599		
1999-00 Change	1.04530	1.01394	1.05987	17,593		
2000-01 Change	1.04910	1.01426	1.06406	18,720		
2001-02 Change	1.07820	1.01032	1.08933	20,392		
2002-03 Change	0.98730	1.01155	0.99870	20,366		
2003-04 Change	1.02310	1.00943	1.03275	21,033		
2004-05 Change	1.03280	1.01132	1.04449	21,968		
2005-06 Change	1.05260	1.00811	1.06114	23,311		
2006-07 Change	1.03960	1.00531	1.04512	24,363		
2007-08 Change	1.04420	1.00742	1.05195	25,629		
2008-09 Change	1.04290	1.00858	1.05185	26,958		
2009-10 Change	1.00620	1.00747	1.01372	27,327		
2010-11 Change	0.97460	1.00895	0.98332	26,872		
2011-12 Change	1.02510	1.00733	1.03261	27,748		
2012-13 Change	1.03770	1.00105	1.03879	28,824		
2013-14 Change	1.05120	1.00487	1.05632	30,448		
2014-15 Change	0.99770	1.00323	1.00092	30,476		
2015-16 Change	1.03820	1.00487	1.04326	31,794		
2016-17 Change	1.05370	1.00303	1.05689	33,603		
2017-18 Change	1.03690	1.00508	1.04217	35,020		
2018-19 Change	1.03670	0.99904	1.03570	36,270		
2019-20 Change	1.03850	0.99755	1.03596	37,575		
2020-21 Change	1.03730	0.99544	1.03257	38,798		
2021-22 Change	1.05730	0.98917	1.04585	40,577		
2022-23 Change	1.07550	0.99527	1.07041	43,434		
2023-24 Change	1.04440	0.99407	1.03820	45,094		
2024-25 Change	1.03620	0.99710	1.03320	46,591		
2025-26 Change	1.06440	1.00070	1.06514	49,626		

	Price Factor	Population Change	Resulting Factor	Current Year Limit	TCF Adjustment	Adjusted Limit Amt.
Laytonville Lighting 0307						
Base Year Tax Proceeds				2,624		
1980-81 Change	1.23280	1.06960	1.31860	3,460		
1981-82 Change	1.09120	1.06100	1.15776	4,006		
1982-83 Change	1.06790	1.00310	1.07121	4,291		
1983-84 Change	1.02350	1.01690	1.04080	4,466		
1984-85 Change	1.04740	1.01230	1.06028	4,735		
1985-86 Change	1.03740	1.02230	1.06053	5,022		
1986-87 Change	1.02300	1.02540	1.04898	5,268		
1987-88 Change	1.03470	1.02200	1.05746	5,571		
1988-89 Change	1.04660	1.02750	1.07538	5,991		
1989-90 Change	1.05190	1.02630	1.07956	6,467		
1990-91 Change	1.04210	1.03170	1.07513	6,953		
1991-92 Change	1.04140	1.02930	1.07191	7,453		
1992-93 Change	0.99360	1.02420	1.01765	7,585		
1993-94 Change	1.02720	1.02250	1.05031	7,967		
1994-95 Change	1.00710	1.01690	1.02412	8,159		
1995-96 Change	1.04720	1.01982	1.06796	8,713		
1996-97 Change	1.04670	1.01031	1.05749	9,214		
1997-98 Change	1.04670	1.01654	1.06401	9,804		
1998-99 Change	1.04150	1.01832	1.06058	10,398		
1999-00 Change	1.04530	1.01394	1.05987	11,020		
2000-01 Change	1.04910	1.01426	1.06406	11,726		
2001-02 Change	1.07820	1.01032	1.08933	12,774		
2002-03 Change	0.98730	1.01155	0.99870	12,757		
2003-04 Change	1.02310	1.00943	1.03275	13,175		
2004-05 Change	1.03280	1.01132	1.04449	13,761		
2005-06 Change	1.05260	1.00811	1.06114	14,602		
2006-07 Change	1.03960	1.00531	1.04512	15,261		
2007-08 Change	1.04420	1.00742	1.05195	16,054		
2008-09 Change	1.04290	1.00858	1.05185	16,886		
2009-10 Change	1.00620	1.00747	1.01372	17,118		
2010-11 Change	0.97460	1.00895	0.98332	16,833		
2011-12 Change	1.02510	1.00733	1.03261	17,382		
2012-13 Change	1.03770	1.00105	1.03879	18,056		
2013-14 Change	1.05120	1.00487	1.05632	19,073		
2014-15 Change	0.99770	1.00323	1.00092	19,090		
2015-16 Change	1.03820	1.00487	1.04326	19,916		
2016-17 Change	1.05370	1.00303	1.05689	21,049		
2017-18 Change	1.03690	1.00508	1.04217	21,937		
2018-19 Change	1.03670	0.99904	1.03570	22,720		
2019-20 Change	1.03850	0.99755	1.03596	23,537		
2020-21 Change	1.03730	0.99544	1.03257	24,303		
2021-22 Change	1.05730	0.98917	1.04585	25,418		
2022-23 Change	1.07550	0.99527	1.07041	27,207		
2023-24 Change	1.04440	0.99407	1.03820	28,247		
2024-25 Change	1.03620	0.99710	1.03320	29,185		
2025-26 Change	1.06440	1.00070	1.06514	31,086		

	Price Factor	Population Change	Resulting Factor	Current Year Limit	TCF Adjustment	Adjusted Limit Amt.
Noyo Lighting 0311						
Base Year Tax Proceeds				4,560		
1980-81 Change	1.23280	1.06960	1.31860	6,013		
1981-82 Change	1.09120	1.06100	1.15776	6,961		
1982-83 Change	1.06790	1.00310	1.07121	7,457		
1983-84 Change	1.02350	1.01690	1.04080	7,761		
1984-85 Change	1.04740	1.01230	1.06028	8,229		
1985-86 Change	1.03740	1.02230	1.06053	8,727		
1986-87 Change	1.02300	1.02540	1.04898	9,155		
1987-88 Change	1.03470	1.02200	1.05746	9,681		
1988-89 Change	1.04660	1.02750	1.07538	10,411		
1989-90 Change	1.05190	1.02630	1.07956	11,239		
1990-91 Change	1.04210	1.03170	1.07513	12,084		
1991-92 Change	1.04140	1.02930	1.07191	12,953		
1992-93 Change	0.99360	1.02420	1.01765	13,181		
1993-94 Change	1.02720	1.02250	1.05031	13,844		
1994-95 Change	1.00710	1.01690	1.02412	14,178		
1995-96 Change	1.04720	1.01982	1.06796	15,142		
1996-97 Change	1.04670	1.01031	1.05749	16,012		
1997-98 Change	1.04670	1.01654	1.06401	17,037		
1998-99 Change	1.04150	1.01832	1.06058	18,069		
1999-00 Change	1.04530	1.01394	1.05987	19,151		
2000-01 Change	1.04910	1.01426	1.06406	20,378		
2001-02 Change	1.07820	1.01032	1.08933	22,198		
2002-03 Change	0.98730	1.01155	0.99870	22,169		
2003-04 Change	1.02310	1.00943	1.03275	22,895		
2004-05 Change	1.03280	1.01132	1.04449	23,914		
2005-06 Change	1.05260	1.00811	1.06114	25,376		
2006-07 Change	1.03960	1.00531	1.04512	26,521		
2007-08 Change	1.04420	1.00742	1.05195	27,899		
2008-09 Change	1.04290	1.00858	1.05185	29,345		
2009-10 Change	1.00620	1.00747	1.01372	29,748		
2010-11 Change	0.97460	1.00895	0.98332	29,252		
2011-12 Change	1.02510	1.00733	1.03261	30,206		
2012-13 Change	1.03770	1.00105	1.03879	31,377		
2013-14 Change	1.05120	1.00487	1.05632	33,144		
2014-15 Change	0.99770	1.00323	1.00092	33,175		
2015-16 Change	1.03820	1.00487	1.04326	34,610		
2016-17 Change	1.05370	1.00303	1.05689	36,579		
2017-18 Change	1.03690	1.00508	1.04217	38,122		
2018-19 Change	1.03670	0.99904	1.03570	39,483		
2019-20 Change	1.03850	0.99755	1.03596	40,902		
2020-21 Change	1.03730	0.99544	1.03257	42,235		
2021-22 Change	1.05730	0.98917	1.04585	44,171		
2022-23 Change	1.07550	0.99527	1.07041	47,281		
2023-24 Change	1.04440	0.99407	1.03820	49,087		
2024-25 Change	1.03620	0.99710	1.03320	50,717		
2025-26 Change	1.06440	1.00070	1.06514	54,021		

	Price Factor	Population Change	Resulting Factor	Current Year Limit	TCF Adjustment	Adjusted Limit Amt.
Oak Knoll Lighting 0312						
Base Year Tax Proceeds				3,541		
1980-81 Change	1.23280	1.06960	1.31860	4,669		
1981-82 Change	1.09120	1.06100	1.15776	5,406		
1982-83 Change	1.06790	1.00310	1.07121	5,791		
1983-84 Change	1.02350	1.01690	1.04080	6,027		
1984-85 Change	1.04740	1.01230	1.06028	6,390		
1985-86 Change	1.03740	1.02230	1.06053	6,777		
1986-87 Change	1.02300	1.02540	1.04898	7,109		
1987-88 Change	1.03470	1.02200	1.05746	7,518		
1988-89 Change	1.04660	1.02750	1.07538	8,084		
1989-90 Change	1.05190	1.02630	1.07956	8,728		
1990-91 Change	1.04210	1.03170	1.07513	9,383		
1991-92 Change	1.04140	1.02930	1.07191	10,058		
1992-93 Change	0.99360	1.02420	1.01765	10,236		
1993-94 Change	1.02720	1.02250	1.05031	10,751		
1994-95 Change	1.00710	1.01690	1.02412	11,010		
1995-96 Change	1.04720	1.01982	1.06796	11,758		
1996-97 Change	1.04670	1.01031	1.05749	12,434		
1997-98 Change	1.04670	1.01654	1.06401	13,230		
1998-99 Change	1.04150	1.01832	1.06058	14,031		
1999-00 Change	1.04530	1.01394	1.05987	14,871		
2000-01 Change	1.04910	1.01426	1.06406	15,824		
2001-02 Change	1.07820	1.01032	1.08933	17,238		
2002-03 Change	0.98730	1.01155	0.99870	17,215		
2003-04 Change	1.02310	1.00943	1.03275	17,779		
2004-05 Change	1.03280	1.01132	1.04449	18,570		
2005-06 Change	1.05260	1.00811	1.06114	19,705		
2006-07 Change	1.03960	1.00531	1.04512	20,595		
2007-08 Change	1.04420	1.00742	1.05195	21,664		
2008-09 Change	1.04290	1.00858	1.05185	22,788		
2009-10 Change	1.00620	1.00747	1.01372	23,100		
2010-11 Change	0.97460	1.00895	0.98332	22,715		
2011-12 Change	1.02510	1.00733	1.03261	23,456		
2012-13 Change	1.03770	1.00105	1.03879	24,366		
2013-14 Change	1.05120	1.00487	1.05632	25,738		
2014-15 Change	0.99770	1.00323	1.00092	25,762		
2015-16 Change	1.03820	1.00487	1.04326	26,876		
2016-17 Change	1.05370	1.00303	1.05689	28,405		
2017-18 Change	1.03690	1.00508	1.04217	29,603		
2018-19 Change	1.03670	0.99904	1.03570	30,660		
2019-20 Change	1.03850	0.99755	1.03596	31,762		
2020-21 Change	1.03730	0.99544	1.03257	32,797		
2021-22 Change	1.05730	0.98917	1.04585	34,300		
2022-23 Change	1.07550	0.99527	1.07041	36,715		
2023-24 Change	1.04440	0.99407	1.03820	38,118		
2024-25 Change	1.03620	0.99710	1.03320	39,384		
2025-26 Change	1.06440	1.00070	1.06514	41,949		

	Price Factor	Population Change	Resulting Factor	Current Year Limit	TCF Adjustment	Adjusted Limit Amt.
Riverwood Terrace Lighting 0313						
Base Year Tax Proceeds				739		
1980-81 Change	1.23280	1.06960	1.31860	974		
1981-82 Change	1.09120	1.06100	1.15776	1,128		
1982-83 Change	1.06790	1.00310	1.07121	1,209		
1983-84 Change	1.02350	1.01690	1.04080	1,258		
1984-85 Change	1.04740	1.01230	1.06028	1,334		
1985-86 Change	1.03740	1.02230	1.06053	1,414		
1986-87 Change	1.02300	1.02540	1.04898	1,484		
1987-88 Change	1.03470	1.02200	1.05746	1,569		
1988-89 Change	1.04660	1.02750	1.07538	1,687		
1989-90 Change	1.05190	1.02630	1.07956	1,821		
1990-91 Change	1.04210	1.03170	1.07513	1,958		
1991-92 Change	1.04140	1.02930	1.07191	2,099		
1992-93 Change	0.99360	1.02420	1.01765	2,136		
1993-94 Change	1.02720	1.02250	1.05031	2,244		
1994-95 Change	1.00710	1.01690	1.02412	2,298		
1995-96 Change	1.04720	1.01982	1.06796	2,454		
1996-97 Change	1.04670	1.01031	1.05749	2,595		
1997-98 Change	1.04670	1.01654	1.06401	2,761		
1998-99 Change	1.04150	1.01832	1.06058	2,928		
1999-00 Change	1.04530	1.01394	1.05987	3,104		
2000-01 Change	1.04910	1.01426	1.06406	3,302		
2001-02 Change	1.07820	1.01032	1.08933	3,597		
2002-03 Change	0.98730	1.01155	0.99870	3,593		
2003-04 Change	1.02310	1.00943	1.03275	3,710		
2004-05 Change	1.03280	1.01132	1.04449	3,876		
2005-06 Change	1.05260	1.00811	1.06114	4,112		
2006-07 Change	1.03960	1.00531	1.04512	4,298		
2007-08 Change	1.04420	1.00742	1.05195	4,521		
2008-09 Change	1.04290	1.00858	1.05185	4,756		
2009-10 Change	1.00620	1.00747	1.01372	4,821		
2010-11 Change	0.97460	1.00895	0.98332	4,741		
2011-12 Change	1.02510	1.00733	1.03261	4,895		
2012-13 Change	1.03770	1.00105	1.03879	5,085		
2013-14 Change	1.05120	1.00487	1.05632	5,371		
2014-15 Change	0.99770	1.00323	1.00092	5,376		
2015-16 Change	1.03820	1.00487	1.04326	5,609		
2016-17 Change	1.05370	1.00303	1.05689	5,928		
2017-18 Change	1.03690	1.00508	1.04217	6,178		
2018-19 Change	1.03670	0.99904	1.03570	6,399		
2019-20 Change	1.03850	0.99755	1.03596	6,629		
2020-21 Change	1.03730	0.99544	1.03257	6,845		
2021-22 Change	1.05730	0.98917	1.04585	7,158		
2022-23 Change	1.07550	0.99527	1.07041	7,662		
2023-24 Change	1.04440	0.99407	1.03820	7,955		
2024-25 Change	1.03620	0.99710	1.03320	8,219		
2025-26 Change	1.06440	1.00070	1.06514	8,755		

	Price Factor	Population Change	Resulting Factor	Current Year Limit	TCF Adjustment	Adjusted Limit Amt.
Ukiah Village Lighting 0315						
Base Year Tax Proceeds				4,312		
1980-81 Change	1.23280	1.06960	1.31860	5,686		
1981-82 Change	1.09120	1.06100	1.15776	6,583		
1982-83 Change	1.06790	1.00310	1.07121	7,052		
1983-84 Change	1.02350	1.01690	1.04080	7,339		
1984-85 Change	1.04740	1.01230	1.06028	7,782		
1985-86 Change	1.03740	1.02230	1.06053	8,253		
1986-87 Change	1.02300	1.02540	1.04898	8,657		
1987-88 Change	1.03470	1.02200	1.05746	9,154		
1988-89 Change	1.04660	1.02750	1.07538	9,845		
1989-90 Change	1.05190	1.02630	1.07956	10,628		
1990-91 Change	1.04210	1.03170	1.07513	11,426		
1991-92 Change	1.04140	1.02930	1.07191	12,248		
1992-93 Change	0.99360	1.02420	1.01765	12,464		
1993-94 Change	1.02720	1.02250	1.05031	13,091		
1994-95 Change	1.00710	1.01690	1.02412	13,407		
1995-96 Change	1.04720	1.01982	1.06796	14,318		
1996-97 Change	1.04670	1.01031	1.05749	15,141		
1997-98 Change	1.04670	1.01654	1.06401	16,111		
1998-99 Change	1.04150	1.01832	1.06058	17,087		
1999-00 Change	1.04530	1.01394	1.05987	18,110		
2000-01 Change	1.04910	1.01426	1.06406	19,270		
2001-02 Change	1.07820	1.01032	1.08933	20,991		
2002-03 Change	0.98730	1.01155	0.99870	20,964		
2003-04 Change	1.02310	1.00943	1.03275	21,650		
2004-05 Change	1.03280	1.01132	1.04449	22,613		
2005-06 Change	1.05260	1.00811	1.06114	23,996		
2006-07 Change	1.03960	1.00531	1.04512	25,079		
2007-08 Change	1.04420	1.00742	1.05195	26,381		
2008-09 Change	1.04290	1.00858	1.05185	27,749		
2009-10 Change	1.00620	1.00747	1.01372	28,130		
2010-11 Change	0.97460	1.00895	0.98332	27,661		
2011-12 Change	1.02510	1.00733	1.03261	28,563		
2012-13 Change	1.03770	1.00105	1.03879	29,671		
2013-14 Change	1.05120	1.00487	1.05632	31,342		
2014-15 Change	0.99770	1.00323	1.00092	31,371		
2015-16 Change	1.03820	1.00487	1.04326	32,728		
2016-17 Change	1.05370	1.00303	1.05689	34,590		
2017-18 Change	1.03690	1.00508	1.04217	36,048		
2018-19 Change	1.03670	0.99904	1.03570	37,335		
2019-20 Change	1.03850	0.99755	1.03596	38,678		
2020-21 Change	1.03730	0.99544	1.03257	39,938		
2021-22 Change	1.05730	0.98917	1.04585	41,769		
2022-23 Change	1.07550	0.99527	1.07041	44,710		
2023-24 Change	1.04440	0.99407	1.03820	46,418		
2024-25 Change	1.03620	0.99710	1.03320	46,194		
2025-26 Change	1.06440	1.00070	1.06514	49,442		

	Price Factor	Population Change	Resulting Factor	Current Year Limit	TCF Adjustment	Adjusted Limit Amt.
West Talmage Lighting 0317						
Base Year Tax Proceeds				1,908		
1980-81 Change	1.23280	1.06960	1.31860	2,516		
1981-82 Change	1.09120	1.06100	1.15776	2,913		
1982-83 Change	1.06790	1.00310	1.07121	3,120		
1983-84 Change	1.02350	1.01690	1.04080	3,248		
1984-85 Change	1.04740	1.01230	1.06028	3,443		
1985-86 Change	1.03740	1.02230	1.06053	3,652		
1986-87 Change	1.02300	1.02540	1.04898	3,831		
1987-88 Change	1.03470	1.02200	1.05746	4,051		
1988-89 Change	1.04660	1.02750	1.07538	4,356		
1989-90 Change	1.05190	1.02630	1.07956	4,703		
1990-91 Change	1.04210	1.03170	1.07513	5,056		
1991-92 Change	1.04140	1.02930	1.07191	5,420		
1992-93 Change	0.99360	1.02420	1.01765	5,515		
1993-94 Change	1.02720	1.02250	1.05031	5,793		
1994-95 Change	1.00710	1.01690	1.02412	5,932		
1995-96 Change	1.04720	1.01982	1.06796	6,336		
1996-97 Change	1.04670	1.01031	1.05749	6,700		
1997-98 Change	1.04670	1.01654	1.06401	7,129		
1998-99 Change	1.04150	1.01832	1.06058	7,561		
1999-00 Change	1.04530	1.01394	1.05987	8,013		
2000-01 Change	1.04910	1.01426	1.06406	8,527		
2001-02 Change	1.07820	1.01032	1.08933	9,288		
2002-03 Change	0.98730	1.01155	0.99870	9,276		
2003-04 Change	1.02310	1.00943	1.03275	9,580		
2004-05 Change	1.03280	1.01132	1.04449	10,006		
2005-06 Change	1.05260	1.00811	1.06114	10,618		
2006-07 Change	1.03960	1.00531	1.04512	11,097		
2007-08 Change	1.04420	1.00742	1.05195	11,673		
2008-09 Change	1.04290	1.00858	1.05185	12,279		
2009-10 Change	1.00620	1.00747	1.01372	12,447		
2010-11 Change	0.97460	1.00895	0.98332	12,240		
2011-12 Change	1.02510	1.00733	1.03261	12,639		
2012-13 Change	1.03770	1.00105	1.03879	13,129		
2013-14 Change	1.05120	1.00487	1.05632	13,868		
2014-15 Change	0.99770	1.00323	1.00092	13,881		
2015-16 Change	1.03820	1.00487	1.04326	14,482		
2016-17 Change	1.05370	1.00303	1.05689	15,305		
2017-18 Change	1.03690	1.00508	1.04217	15,951		
2018-19 Change	1.03670	0.99904	1.03570	16,520		
2019-20 Change	1.03850	0.99755	1.03596	17,114		
2020-21 Change	1.03730	0.99544	1.03257	17,672		
2021-22 Change	1.05730	0.98917	1.04585	18,482		
2022-23 Change	1.07550	0.99527	1.07041	19,783		
2023-24 Change	1.04440	0.99407	1.03820	20,539		
2024-25 Change	1.03620	0.99710	1.03320	21,221		
2025-26 Change	1.06440	1.00070	1.06514	22,603		

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3z)

To: BOARD OF SUPERVISORS

From: Auditor-Controller Treasurer-Tax Collector

Meeting Date: July 29, 2025

Department Contact: Chamise Cubbison **Phone:** 707-234-6860

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Approval of Agreement for the Collection by the County of the 2024 Water System Upgrade and Sustainability Assessment on behalf of the Irish Beach Water District Levied by the Irish Beach Water District, and for the Collection of the 2024 Water System Upgrade and Sustainability Assessment Collection Fee (Yearly Revenue Amount Dependent on the Number of Parcels and Total Charge), Effective Upon Full Execution with Automatic Yearly Renewals Until Either Party Terminates the Agreement

Recommended Action/Motion:
Approve Agreement for collection by the County of the 2024 Water System Upgrade and Sustainability Assessment on behalf the Irish Beach Water District levied by the Irish Beach Water District, and for the collection of the 2024 Water System Upgrade and Sustainability Assessment collection fee (yearly revenue amount dependent on the number of parcels and total charge), effective upon full execution with automatic yearly renewals until either party terminates the Agreement; authorize the Chief Executive Officer or designee to sign any future amendments that do not result in a net cost to the County; and authorize Chair to sign same.

Previous Board/Board Committee Actions:
The Board of Supervisors previously approved an agreement to collect the 2002 District-wide Capital Improvement Assessment and an agreement to collect delinquent water fees starting in 1998.

Summary of Request:
Pursuant to California Water Code 36550 et seq. and 37200 et seq, and Resolution 2024-08 of the Irish Beach Water District, the County is requested to levy a special benefit assessment for the Irish Beach Water District referred to as the 2024 Water System Upgrade and Sustainability Assessment for the purpose of funding the cost of installation, maintenance and servicing of public improvements as specified in the Engineer's Report for fiscal year 2024-25 and future fiscal years prepared for the Proposition 218 assessment. Such assessment will be levied on the 2025-26 and subsequent Secured property tax rolls per the schedule of parcel numbers and their corresponding assessments, except that assessments will not be placed on parcels which are low value exempt, public utilities, government-owned, or do not receive tax bills for some other reason. The agreement is worded so that it encompasses future fiscal years.

Government Code sections 29304 and 51800, and California Water Code section 37209 authorize the County to recoup its collection costs when the County collects taxes, fees, or assessments for any special district, school district, zone, or improvement district. This agreement is at the request of, and for the benefit of the Irish Beach Water District in order to formally agree to the fee to be charged by the County for placement of

assessments on the Mendocino County Tax roll.

Alternative Action/Motion:
Return to staff for alternative handling.

Strategic Plan Priority Designation: An Effective County Government

Supervisorial District: District 5

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: N/A
current f/y cost: $0
budget clarification: N/A
annual recurring cost: N/A
budgeted in current f/y (if no, please describe): N/A
revenue agreement: Yes

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Darcie Antle, CEO

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk
Date: July 29, 2025

Final Status: **Approved**
Executed Item Type: Agreement
Number: 25-130

Docusign Envelope ID: CED7B429-8801-4BFD-BEF1-346AA8A0A932

AGREEMENT FOR THE COLLECTION BY THE COUNTY OF MENDOCINO OF THE 2024 WATER SYSTEM UPGRADE AND SUSTAINABILITY ASSESSMENT LEVIED BY THE IRSIH BEACH WATER DISTRICT

This Agreement is entered into by and between the COUNTY OF MENDOCINO (hereinafter referred to as "COUNTY"), a political subdivision of the State of California and IRISH BEACH WATER DISTRICT (hereinafter referred to as "DISTRICT"), a special district of the State of California located in the County of Mendocino.

WHEREAS, DISTRICT is a city, school district, special district, or other legal entity located in the COUNTY, and desires that the COUNTY collect and distribute its special assessments; and

WHEREAS, DISTRICT certifies that it is authorized by law to levy special assessments upon land or real property within the County of Mendocino; and

WHEREAS, the Board of Directors of the DISTRICT established a new Proposition 218 assessment pursuant the California Water Code § 36550 et seq. and 37200 et seq. and California Constitution Article XIIID known as the 2024 Water System Upgrade and Sustainability Assessment of the Irish Beach Water District, for the purpose of funding the cost of installation, maintenance and servicing of public improvements; and

WHEREAS, DISTRICT has requested collection of the 2024 Water System Upgrade and Sustainability Assessment in the same manner as ordinary county ad valorem taxes including a list of parcels and the amount to be collected for each parcel; and

WHEREAS, Government Code sections 29304 and 51800, and California Water Code section 37209 authorize the COUNTY to recoup its collection costs when the County collects taxes, fees, or assessments for any special district, school district, zone, or improvement district; and

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. COUNTY agrees, when requested by DISTRICT as hereinafter provided to collect on the County tax rolls the special taxes, fees, and assessments of the DISTRICT except that special taxes, fees, or assessments will not be placed on parcels which are low value exempt, public utilities, government-owned, or do not receive tax bills for some other reason.

2. When COUNTY is to collect DISTRICT's special taxes, fees, and assessments, DISTRICT agrees to notify in writing the COUNTY Auditor on or before the 10th day of August of each fiscal year of the Assessor's parcel numbers and the amount of each special tax, fee, or assessment to be so collected. Any such notice, in order to be effective, must be received by the COUNTY Auditor by said date.

3. Unless otherwise set by law, COUNTY may charge DISTRICT a sum equal to two percent (2%) of the amount levied by the COUNTY (hereinafter "COLLECTION FEE") for the reasonable costs incurred by COUNTY for collection of assessments and such COLLECTION FEE will be deducted from payment made to DISTRICT for each special assessment.

Docusign Envelope ID: CED7B429-8801-4BFD-BEF1-346AA8A0A932

4. DISTRICT warrants that the taxes, fees, or assessments imposed by DISTRICT and collected pursuant to this Agreement comply with all requirements of state law, including but not limited to, Articles XIIIC and XIIID of the California Constitution (i.e., Proposition 218).

5. DISTRICT hereby releases and forever discharges COUNTY and its officers, agents and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of DISTRICT's responsibility under this Agreement, or other action taken by DISTRICT in establishing a special tax, fee or assessment and implementing collection of special taxes, fees, or assessments as contemplated by this Agreement.

6. The COUNTY and its Auditor-Controller/Treasurer-Tax Collector has not determined the validity of the fees or assessments to be collected pursuant to this Agreement, and the undersigned DISTRICT hereby assumes any and all responsibility for making such determination. The undersigned DISTRICT agrees to indemnify, defend and hold harmless the COUNTY and its authorized officers, employees, and agents from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement or the imposition of taxes or assessments collected pursuant to this Agreement, and for any costs or expenses incurred by the COUNTY on account of any claim therefore, except when such indemnification is prohibited by law.

7. DISTRICT shall not assign or delegate any portion or interest of this Agreement and any such assignment or delegation shall be null and void.

8. This Agreement shall continue from year to year and shall be subject to termination by either party for any reason upon thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, pursuant to the authorization of the respective governing bodies of the parties hereto, COUNTY and DISTRICT have caused this Agreement to be executed from the date this Agreement becomes fully executed by all parties.

/ / /

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

07/15/2025
DEPARTMENT HEAD DATE

Budgeted: N/A
Grant: ☐ Yes ☒ No

COUNTY OF MENDOCINO

By: _____
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: 07/29/2025

ATTEST:
DARCIE ANTLE, Clerk of said Board

By: _____
Deputy 07/29/2025

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: _____
Deputy 07/29/2025

INSURANCE REVIEW:

By: _____
Risk Management

Date: 07/15/2025

UKIAH VALLEY BASIN GROUNDWATER SUSTAINABILITY DISTRICT

By: See Page 3B

Date: _____

NAME AND ADDRESS OF CONTRACTOR:

Irish Beach Water District
PO Box 67
Manchester, CA 95459

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: _____
COUNTY COUNSEL

Date: 07/15/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
Deputy CEO or Designee

Date: 07/15/2025

Signatory Authority: $0-25,000 Department; $25,001- 50,000 Purchasing Agent; $50,001+ Board of Supervisors
Exception to Bid Process Required/Completed ☐ N/A
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: Special District

Docusign Envelope ID: CED7B429-8801-4BFD-BEF1-346AA8A0A932

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

See Page 3A
DEPARTMENT HEAD DATE

Budgeted: ☐ Yes ☐ No

Budget Unit: _____

Line Item: _____

Grant: ☐ Yes ☐ No

Grant No.: _____

COUNTY OF MENDOCINO

By: See Page 3A
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date:_____

ATTEST:
DARCIE ANTLE, Clerk of said Board

By: See Page 3A
Deputy

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: See Page 3A
Deputy

INSURANCE REVIEW:

By: See page 3A
Risk Management

Date:_____

IRISH BEACH WATER DISTRICT

By: Signed by: Thomas Ottoboni
0B4539C210934ED...

Date: 7/15/2025

NAME AND ADDRESS OF AGENT:

Thomas Ottoboni, Treasurer
Irish Beach Water District
PO Box 67
Manchester, CA 95459

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: See Page 3A
COUNTY COUNSEL

Date:_____

EXECUTIVE OFFICE/FISCAL REVIEW:

By: See Page 3A
Deputy CEO or Designee

Date:_____

Signatory Authority: $0-25,000 Department; $25,001- 50,000 Purchasing Agent; $50,001+ Board of Supervisors
Exception to Bid Process Required/Completed ☐ _____
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: _____

Docusign Envelope ID: 9E92F644-18A6-4BF2-83EF-A0590891FA70

RESOLUTION NO. 2024-08

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE IRISH BEACH WATER DISTRICT APPROVING ENGINEER'S REPORT, CONFIRMING DIAGRAM AND ASSESSMENT, AND ORDERING LEVY OF THE 2024 WATER SYSTEM UPGRADE AND SUSTAINABILITY ASSESSMENT FOR FISCAL YEAR 2024-25

WHEREAS, the Board of Directors (the "Board") of the Irish Beach Water District (the "District") with Resolution No 2024-08, approved on August 10, 2024, authorized initiation of proceedings for the formation of a new Proposition 218 assessment pursuant the California Water Code § 36550 et seq. and 37200 et seq. and California Constitution Article XIIID to be known as the 2024 Water System Upgrade and Sustainability Assessment ("2024 Assessments") of the Irish Beach Water District, for the purpose of funding the cost of installation, maintenance and servicing of public improvements (the "Improvements") as specified in the Engineer's Report prepared by the Assessment Engineer, SCI Consulting Group; and

WHEREAS, the Board of Directors has adopted a resolution approving and filing an Engineer's Report which includes: (1) a description of the Improvements to be funded with assessment proceeds; (2) an estimate of the annual cost of the Improvements described in the Engineer's Report; (3) a description of the assessable parcels of land within the District and proposed to be subject to the new assessment; (4) a description of the proportionate special and general benefits conferred on property by the proposed assessment; (5) a diagram and boundary map for the Assessment District, and (6) a specification of the amount to be assessed upon various types of assessable land within the Assessment to fund the cost of the Improvements. The Engineer's Report is incorporated herein by this reference; and

WHEREAS, the Board of Directors adopted Resolution No. 2024-5 on August 10, 2024, a Resolution Initiating Proceedings, Providing for Notice of Hearing and the Mailing of Assessment Ballots for the Irish Beach Water District, 2024 Water Systems Upgrade and Sustainability Assessment. The annual assessment rates for various types of real property within the proposed assessment, the total number of parcels to be assessed, and the total amount of annual assessment revenue is contained within the Engineer's Report; and

WHEREAS, the Board of Directors has provided a 45-day written mailed notice to each record owner of assessable parcels of real property located within the 2024 Assessments boundaries for the proposed District, as set forth on the Assessment Diagram and Boundary Map, of a public hearing which was held at a meeting of the Board of Directors on October 5, 2024, at 10:00 a.m. at the Rex Dunning Firehouse located at 15401 Forest View Road, Manchester, California, 95459, on the issue of whether the 2024 Water System Upgrade and Sustainability Assessment should be formed and assessments levied and collected as proposed in the Engineer's Report for fiscal year 2024-25 and future fiscal years; and

WHEREAS, the form of written mailed public notice of the public meeting contained the following information: (a) the total amount of assessments proposed to be levied within the 2024 Assessments for fiscal year 2024-25; (b) the assessment chargeable to each owner's parcel; (c) the duration of the proposed assessment; (d) the reason for the assessment; (e) the basis upon which the amount of the proposed assessment was calculated;

Docusign Envelope ID: 9E92F644-18A6-4BF2-83EF-A0590891FA70

(f) the date, time and place of the public hearing as specified in this resolution; and (g) a summary of the voting procedures and the effect of a majority protest. The form of the written mailed public notice also included an Assessment ballot by which each property owner could express their support or opposition to the proposed assessment. The ballot indicated that it must be returned before the conclusion of the public hearing on October 5, 2024, in order to be valid and counted, and that all assessment ballots received by the Secretary of the Board of Directors of the Irish Beach Water District (the "Tabulator"), would be tabulated after the conclusion of the public hearing on October 5, 2024, by the Secretary of the Board; and

WHEREAS, pursuant to the provisions of California Constitution Article XIIID, an opportunity for protest has been afforded, and the assessment ballots mailed to owners of assessable real property within the proposed boundaries of the 2024 Water System Upgrade and Sustainability Assessment of the Irish Beach Water District have been received and tabulated, with assessment ballots weighted according to the proportional financial obligation of each affected parcel.

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE IRISH BEACH WATER DISTRICT AS FOLLOWS:

SECTION 1: The above recitals are true and correct.

SECTION 2: The canvass of the assessment ballots submitted by property owners is complete and certified by the Tabulator, and the votes cast are as follows:

Total Number of Valid Ballots Processed:	184
Total Assessment Amount of Valid Ballots:	$49,458.60
Total Number of "Yes" Votes Processed:	151
Total Assessment Amount of "Yes" Votes Processed:	$36,971.40
Total Percentage of "Yes" Ballots, Weighted by Assessment:	**74.75%**
Total Number of "No" Votes Processed:	33
Total Assessment Amount of "No" Votes Processed:	$12,487.20
Total Percentage of "No" Ballots, Weighted by Assessment:	**25.25%**
Total Number of "Invalid" Ballots Processed:	2
Total Assessment Amount of "Invalid" Ballots Processed:	$1,336.44

SECTION 3: 186 assessment ballots were returned and received prior to the close of the public hearing on October 5, 2024. This represents a 57.6% ballot return rate on the 323 ballots mailed. Of the assessment ballots returned, 2 assessment ballots were declared invalid in that they were either not marked with a "Yes" or "No", were marked with both a "Yes" and a "No", were not signed, or the property ownership and barcode information was illegible.

SECTION 4: As determined by ballots cast, as weighted according to the amount of assessment for each parcel, 74.75**%** of the property owners cast ballots in support of the 2024 Water System Upgrade and Sustainability Assessment District of the Irish Beach Water District. Since a majority protest, as defined by Article XIIID of the California Constitution, did not exist, this Board thereby acquired jurisdiction to order the levy of assessment prepared by and made a part of the Engineer's Report to pay the costs and expenses thereof.

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BE IT FURTHER RESOLVED, BY THE BOARD OF DIRECTORS OF THE IRISH BEACH WATER DISTRICT AS FOLLOWS:

1. The Final Engineer's Report for the 2024 Water System Upgrade and Sustainability Assessment of the Irish Beach Water District, together with the diagram of the 2024 Assessments contained therein, and the proposed assessment roll for fiscal year 2024-25 are hereby confirmed and approved; and

2. That based on the oral and documentary evidence, including the Engineer's Report, offered and received at the public hearing, the Board expressly finds and determines that: (a) each of the several assessed lots and parcels of land within the Assessment will be specially benefited by the Improvements (as described in the Engineer's Report) in at least the amount of the Assessment apportioned against such lots and parcels of land, respectively; and (b) that there is substantial evidence to support, and the weight of the evidence preponderates in favor of, said finding and determination as to special benefit to property with the Assessment from the Improvements to be financed with assessment proceeds; and

3. That the 2024 Water System Upgrade and Sustainability Assessment of the Irish Beach Water District is hereby formed, and assessments consistent with the Engineer's Report are hereby levied, pursuant to the California Water Code § 36550 et seq. and 37200 et seq.; and

4. That assessments for fiscal year 2024-25 shall be levied at the rate of two hundred fifty-eight dollars and no cents ($258.00 per year) per developed properties, and ninety-eight dollars and four cents ($98.04) per bare land vacant lots, as specified in the Engineer's Report for fiscal year 2024-25 with estimated total annual assessment revenues as set forth in the Engineer's Report; and

5. That the 2024 Water System Upgrade and Sustainability Assessment District Improvements to be funded with assessment proceeds described in the Engineer's Report are hereby ordered; and

6. The assessments may increase in future years an annual adjustment tied to the annual change in the Engineering News Record Construction Cost Index 20-city average (ENR-CCI) as of January of each succeeding year (the CPI), with the maximum annual adjustment not to exceed 4%. In the event that the actual assessment rate for any given year is not increased by an amount equal to the maximum of 4%, the maximum authorized assessment rate shall increase by this amount. In such event, the maximum authorized assessment amount shall be equal to the base year assessment as adjusted by the increase to the ENR-CCI, plus any and all ENR-CCI adjustments deferred in any and all prior years. The ENR-CCI change above 4% can be used in a future year when the ENR-CCI adjustment is below 4%.

7. For Fiscal Year 2024-25, the District will mail invoices to the affected property owners. In subsequent fiscal years, the levies will be submitted to the Auditor-Controller of the County of Mendocino ("Auditor-Controller") for inclusion on the annual property tax rolls. Upon such filing, the County Auditor-Controller shall enter on the County tax roll opposite each lot or parcel of land the amount of assessment thereupon as shown in the Assessment. The assessments shall be collected at the same time and in the same manner as County taxes are collected and all laws providing for the collection and enforcement of County taxes shall apply to the collection and enforcement of the assessments. After collection by the County Auditor-Controller, the net amount of the assessments, after deduction of any compensation due the County for collection, shall be paid into the 2024 Water System Upgrade and Sustainability Assessment of the Irish Beach Water District.

8. The monies representing assessments collected shall be deposited in a separate fund established under the distinctive designation of the 2024 Water System Upgrade and Sustainability Assessment. Funds collected from 2024 Water System Upgrade and Sustainability Assessment shall be expended only for the special benefit of parcels within the Irish Beach Water District.

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9. The 2024 Water System Upgrade and Sustainability Assessment, as it applies to any parcel, may be corrected, cancelled or a refund granted as appropriate, by order of the Board of Directors of the Irish Beach Water District by a determination from the Assessment Engineer that the Assessment should be revised to be consistent with the method of assessment established in the Engineer's Report. Any such corrections, cancellations or refunds shall be limited to the current fiscal year.

The foregoing Resolution No. 2024-08 was considered and adopted by the Directors of the Irish Beach Water District at their meeting held October 5, 2024, by the following vote:

AYES: Director Hackett; Director Hohos; Director Israel; Director Kimsey; Director Ottoboni

NOES: None ABSENT: None ABSTAIN: None

ATTEST:

DocuSigned by:
Susan Israel
5F38F0BE5D4E4...

Board President, Irish Beach Water District
Susan Israel

Signed by:
Heather Hackett
706F423E2D8B482...

Board Secretary, Irish Beach Water District
Heather Hackett

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3aa)

To: BOARD OF SUPERVISORS

From: Behavioral Health and Recovery Services

Meeting Date: July 29, 2025

Department Contact: Jenine Miller **Phone:** 707-472-2341

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Adoption of Resolution Approving Retroactive Performance Agreement No. 25-50138 with the California Department of Health Care Services in the Amount of $0 for the Period of July 1, 2025, through June 30, 2026, for the County to Provide and Arrange for the Provision of Specialty Mental Health Services as Defined in this Intergovernmental Agreement to Medi-Cal Members Residing in Mendocino County Who Meet Applicable Access Criteria

Recommended Action/Motion:
Adopt Resolution approving retroactive Performance Agreement No. 25-50138 with the California Department of Health Care Services in the amount of $0 for the period of July 1, 2025, through June 30, 2026, for the County to provide and arrange for the Specialty Mental Health Services as defined in this intergovernmental Agreement to Medi-Cal members residing in Mendocino County who meet the applicable access criteria; authorize the Health Services Director to sign the Agreement and any amendments that do not exceed the annual maximum amount; and authorize Chair to sign same.

Previous Board/Board Committee Actions:
None.

Summary of Request:
Mendocino County routinely signs a contract with the Department of Health Care Services (DHCS) that allows the County to recoup federal and state funds (Federal Financial Participation and State Early Periodic Screening, Diagnosis, and Treatment dollars) and all other revenue streams awarded to the County to provide and arrange for the provision of Specialty Mental Health Services. This Agreement outlines expectations related to services provided under the County's Mental Health Plan. On June 19, 2025, the County received the latest contract from DHCS, Agreement No. 25-50138 dated to begin on July 1, 2025, due to the timeframe in which it was received, it required the department to seek retroactive approval from the Board of Supervisors.

Alternative Action/Motion:
Return to staff for alternative handling

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisorial District: All

Item #: 3aa)

Vote Requirement: Majority

Supplemental Information Available Online At: NA

Fiscal Details:

source of funding: Medi-Cal
current f/y cost: $0
budget clarification: N/A
annual recurring cost: $0
budgeted in current f/y (if no, please describe): Yes
revenue agreement: No

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: No

CEO Liaison: Tony Rakes, Deputy CEO

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk
Date: July 29, 2025

Final Status: **Adopted**
Executed Item Type: Resolution
Number: 25-126

RESOLUTION NO. 25-126

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS TO AUTHORIZE MENDOCINO COUNTY HEALTH SERVICES DIRECTOR TO SIGN THE STATE OF CALIFORNIA, DEPARTMENT OF BEHAVIORAL HEALTH AND RECOVERY SERVICES AGREEMENT NUMBER 25-50138 (MENTAL HEALTH PLAN SERVICES PERFORMANCE AGREEMENT) AND ALLOW THE HEALTH SERVICES DIRECTOR TO SIGN ANY FUTURE AMENDMENTS OR RENEWALS THAT DO NOT EXCEED THE MAXIMUM AMOUNT ASSOCIATED WITH THE AGREEMENT

WHEREAS, the Board of Supervisors of the County of Mendocino (Board) has read the proposed Agreement between the State of California, Department of Health Care Services and the Mendocino County Behavioral Health and Recovery Services Department; and

WHEREAS, the Board acknowledges the benefits and responsibilities to be shared by both parties to said agreement; and

WHEREAS, Mendocino County Behavioral Health and Recovery Services will provide and/or arrange for the provision of SMHS as a Prepaid Inpatient Health Plan (PIHP) as defined in 42 Code of Federal Regulations (hereafter C.F.R.) part 438.2. All requirements in the Contract that are identified as SMHS requirements shall apply; and

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

WHEREAS, Behavioral Health and Recovery Services will comply with the provisions of the Implementation Plan as approved by the Department of Health Care Services.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors approves the Mental Health Plan Services Performance agreement and does hereby authorize Jenine Miller, Psy. D., Health Services Director, to sign and execute said agreement and any amendments or renewals thereto that do not increase the maximum total.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Norvell, and carried this 29th day of July 2025, by the following vote:

AYES: Supervisors Cline, Mulheren, Haschak, Norvell, and Williams
NOES: None
ABSENT: None

WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

ATTEST: DARCIE ANTLE
Clerk of the Board

Deputy

JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

APPROVED AS TO FORM:
CHARLOTTE E. SCOTT
County Counsel

BY: DARCIE ANTLE
Clerk of the Board

Deputy

RESOLUTION NO. 25-126

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS TO AUTHORIZE MENDOCINO COUNTY HEALTH SERVICES DIRECTOR TO SIGN THE STATE OF CALIFORNIA, DEPARTMENT OF BEHAVIORAL HEALTH AND RECOVERY SERVICES AGREEMENT NUMBER 25-50138 (MENTAL HEALTH PLAN SERVICES PERFORMANCE AGREEMENT) AND ALLOW THE HEALTH SERVICES DIRECTOR TO SIGN ANY FUTURE AMENDMENTS OR RENEWALS THAT DO NOT EXCEED THE MAXIMUM AMOUNT ASSOCIATED WITH THE AGREEMENT

WHEREAS, the Board of Supervisors of the County of Mendocino (Board) has read the proposed Agreement between the State of California, Department of Health Care Services and the Mendocino County Behavioral Health and Recovery Services Department; and

WHEREAS, the Board acknowledges the benefits and responsibilities to be shared by both parties to said agreement; and

WHEREAS, Mendocino County Behavioral Health and Recovery Services will provide and/or arrange for the provision of SMHS as a Prepaid Inpatient Health Plan (PIHP) as defined in 42 Code of Federal Regulations (hereafter C.F.R.) part 438.2. All requirements in the Contract that are identified as SMHS requirements shall apply; and

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

WHEREAS, Behavioral Health and Recovery Services will comply with the provisions of the Implementation Plan as approved by the Department of Health Care Services.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors approves the Mental Health Plan Services Performance agreement and does hereby authorize Jenine Miller, Psy. D., Health Services Director, to sign and execute said agreement and any amendments or renewals thereto that do not increase the maximum total.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Norvell, and carried this 29th day of July 2025, by the following vote:

AYES: Supervisors Cline, Mulheren, Haschak, Norvell, and Williams
NOES: None
ABSENT: None

WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

ATTEST: DARCIE ANTLE
Clerk of the Board

_____
Deputy

APPROVED AS TO FORM:
CHARLOTTE E. SCOTT
County Counsel

_____

_____
JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

BY: DARCIE ANTLE
Clerk of the Board

_____
Deputy

SCO ID: 4260-2550138

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
25-50138	

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

CONTRACTING AGENCY NAME

Department of Health Care Services

CONTRACTOR NAME

Mendocino County Mental Health

2. The term of this Agreement is:

START DATE

July 1, 2025

THROUGH END DATE

December 31, 2026

3. The maximum amount of this Agreement is:

$0 (Zero Dollars).

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

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

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

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
25-50138	

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

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

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
25-50138	

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Mendocino County Mental Health

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
1120 South Dora Street	Ukiah	CA	95482

PRINTED NAME OF PERSON SIGNING	TITLE

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Health Care Services

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
1501 Capitol Avenue, MS 4200	Sacramento	CA	95814

PRINTED NAME OF PERSON SIGNING	TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED

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

Exhibit A
SCOPE OF WORK

1. Service Overview

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

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

C. This Contract covers the provision of:

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

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

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

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

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

Exhibit A
SCOPE OF WORK

E. {Integrated contracts only}

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

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

2. Service Location

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

3. Service Hours

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

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

4. Project Representatives

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

Department of Health Care Services	**Mendocino County Mental Health**
Linda Dornseif, MPH, Chief Telephone: 916-224-8155 Email: linda.dornseif@dhcs.ca.gov	Jenine Miller, PsyD, Health Services Director Telephone: 707-472-2355 Fax: 707-472-2788 Email: millerje@mendocinocounty.org

Exhibit A
SCOPE OF WORK

B. Direct all inquiries to:

Department of Health Care Services	**Mendocino County Mental Health**
Medi-Cal Behavioral Health Policy Division Attention: Ivan Bhardwaj, Division Chief 1501 Capitol Avenue, MS 2702 Sacramento, CA, 95814 Telephone: 916-842-8598 Email: ivan.bhardwaj@dhcs.ca.gov	Attention: Jenine Miller, PsyD Address: 1120 South Dora Street, Ukiah, CA 95482 Telephone: 707-472-2355 Fax: 707-472-2788 Email: millerje@mendocinocounty.org

C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this Contract.

5. General Authority

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

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

Exhibit A
SCOPE OF WORK

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

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

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

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

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

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

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

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

Exhibit A
SCOPE OF WORK

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

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

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

7. Services to be Performed; Contract Performance

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

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

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

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

3) [Reserved]

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

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

Exhibit A
SCOPE OF WORK

8. Loss of Federal Authority

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

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

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Exhibit A
SCOPE OF WORK

10. Americans with Disabilities Act

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

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

1. Implementation Plan

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

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

2. Prohibited Affiliations

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Delegation

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

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

4. Subcontracts and Provider Contracts

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

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

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

C. All subcontracts shall be in writing.

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

E. Each subcontract and provider contract shall contain:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G. {DMC-ODS PHC Model only}

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

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

5. Accreditation Status

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

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

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

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

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

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

6. Conflict of Interest

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

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

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

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

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

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

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

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

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

E. Additional Requirements.

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

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

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

ii. An instance where the Contractor's or subcontractor's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

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

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

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

7. Documentation Standards

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

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

8. Laboratory Testing Requirements

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

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

2) Is CLIA-exempt.

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

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

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

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

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

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

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

1. Criteria for Members to Access Specialty Mental Health Services

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

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

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

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

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

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

AND

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

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

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

(W&I Code § 14814.402, subd. (c).)

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

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

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

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

OR

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

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

a. A significant impairment;

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

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

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

AND

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

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

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

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

(W&I Code § 14184.402, subd. (d).)

2. Provision of Services

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

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{SMHS only} SCOPE OF SERVICES

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

1) Mental Health Services;

2) Medication Support Services;

3) Day Treatment Intensive;

4) Day Rehabilitation;

5) Crisis Intervention;

6) Crisis Stabilization;

7) Adult Residential Treatment Services;

8) Crisis Residential Treatment Services;

9) Psychiatric Health Facility Services;

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

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

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

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

14) Psychiatric Inpatient Hospital Services;

15) Targeted Case Management;

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

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

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

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

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

3. Requirements for Emergency and Post-Stabilization Services

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

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

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

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

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

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

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

4. Requirements for Day Treatment Intensive and Day Rehabilitation

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

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

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

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

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

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

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

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{SMHS only} SCOPE OF SERVICES

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

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

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

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

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

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

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

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

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

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

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

5. Therapeutic Behavioral Services

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

Exhibit A – Attachment 2B
{SMHS only} PEER SUPPORT SERVICES

1. MEDI-CAL PEER SUPPORT SERVICES

A. The Contractor has taken the option to implement SMHS Medi-Cal Peer Support Services.

B. The Contractor shall provide, or arrange, and pay for Peer Support Services to Medi-Cal members. Contractor's provision of Peer Support Services shall conform to the requirements of Supplement 3 to Attachment 3.1-A and Supplement 3 to Attachment 3.1-B of the California State Plan and applicable DHCS BHINs.

C. Contractor's implementation of a Medi-Cal Peer Support Specialist Certification Program shall conform to the applicable requirements of Behavioral Health Information Notice (BHIN) 25-010 and to the requirements in any subsequent BHINs issued by the Department pursuant to W&I Code section 14045.21.

D. Voluntary Participation and Funding

1) The Contractor shall fund the nonfederal share of any applicable expenditures. (W&I Code § 14045.19(b)(2)) The Contractor's provision of Peer Support Services and the Contractor's participation in the Peer Support Specialist Certification Program shall not constitute a mandate of a new program or higher level of service that has an overall effect of increasing the costs mandated by the 2011 realignment legislation. (W&I Code § 14045.19(b)(3))

E. Provision of Peer Support Services

1) Peer Support Services may be provided face-to-face, by telephone or by telehealth with the member or significant support person(s) and may be provided in a clinical or non-clinical setting.

F. Peer Support Specialists

1) Contractor shall ensure that Peer Support Services are provided by certified Peer Support Specialists as established in BHIN 25-010.

G. Behavioral Health Professional and Peer Support Specialist Supervisors

1) The Contractor shall ensure that Peer Support Specialists provide services under the direction of a Behavioral Health Professional.

2) A Behavioral Health Professional must be licensed, waivered, or registered in accordance with applicable State of California licensure requirements and listed in the California Medicaid State Plan as a qualified provider of SMHS, DMC-ODS, or DMC.

Exhibit A – Attachment 2B
{SMHS only} PEER SUPPORT SERVICES

3) Peer Support Specialists may also be supervised by Peer Support Specialist Supervisors, as established in BHIN 25-010.

H. Practice Guidelines

1) Counties shall require Peer Support Specialists to adhere to the practice guidelines developed by the Substance Abuse and Mental Health Services Administration, *What are Peer Recovery Support Services* (Center for Substance Abuse Treatment, What are Peer Recovery Support Services? HHS Publication No. (SMA) 09-4454. Rockville, MD: Substance Abuse and Mental Health Services Administration, U.S. Department of Health and Human Services), which may be accessed electronically through the following Internet World Wide Web connection: www.samhsa.gov/resource/ebp/what-are-peer-recovery-support-services.

I. Contractor shall oversee and enforce the certification standards and requirements set forth in W&I Code, division 9, part 3, chapter 7, article 1.4 (§ 14045.10 et seq.) and departmental guidance, including BHIN 25-010. Contractor shall ensure that the Medi-Cal Peer Support Specialist Certification Program:

1) Submits to the department a peer support specialist program plan in accordance with BHIN 25-010 describing how the peer support specialist program will meet all of the federal and state requirements for the certification and oversight of peer support specialists.

2) Participates in periodic reviews conducted by the department to ensure adherence to all federal and state requirements.

3) Submits annual peer support specialist program reports to the department in accordance with BHIN 25-010. Reports shall cover the fiscal year and shall be submitted by the following December 31st.

Exhibit A – Attachment 2C
[RESERVED]

Exhibit A – Attachment 2D
[RESERVED]

Exhibit A – Attachment 2E
[RESERVED]

Exhibit A – Attachment 2F
[RESERVED]

Exhibit A – Attachment 3
FINANCIAL REQUIREMENTS

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

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

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

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

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

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

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

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

Exhibit A – Attachment 3
FINANCIAL REQUIREMENTS

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

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

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

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

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

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

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

4. [Reserved]

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

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

Exhibit A – Attachment 3
FINANCIAL REQUIREMENTS

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

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

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

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

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

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

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

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

Exhibit A – Attachment 3
FINANCIAL REQUIREMENTS

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

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

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

Exhibit A – Attachment 4
MANAGEMENT INFORMATION SYSTEMS

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit A – Attachment 4
MANAGEMENT INFORMATION SYSTEMS

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

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

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

4. MEDSLITE Access

The Contractor shall perform the following:

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

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

Exhibit A – Attachment 4
MANAGEMENT INFORMATION SYSTEMS

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

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

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

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

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

5. ICD-10

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

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

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

Exhibit A – Attachment 4
MANAGEMENT INFORMATION SYSTEMS

6. HIPAA and Additional Data Standards

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

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

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

B. Trading Partner Requirements

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

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

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

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

C. Concurrence for Test Modifications to HHS Transaction Standards

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

Exhibit A – Attachment 4
MANAGEMENT INFORMATION SYSTEMS

D. Adequate Testing

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

E. Deficiencies

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

F. Code Set Retention

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

G. Data Transmission Log

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

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

1. Quality Assessment and Performance Improvement

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

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

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

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

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

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

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

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

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

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

with BHIN 23-018 or any subsequent Departmental guidance.

ii. Frequency of follow-up appointments.

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

iv. Access to after-hours care.

v. Responsiveness of the member access line.

vi. Strategies to reduce avoidable hospitalizations.

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

viii. Assessment of the members' experiences.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Quality Improvement (QI) Work Plan

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

1) Evidence of the monitoring activities including:

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

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

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

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

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

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

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

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

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

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

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

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

3. Quality Improvement (QI) Committee and Program

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

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

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

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

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

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

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

F. QI activities shall include:

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

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

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

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

5) Designing and implementing interventions for improving performance;

6) Measuring effectiveness of the interventions; and

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

4. External Quality Review

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

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

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

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

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

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

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

5. Performance Improvement Projects

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

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

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

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

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

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

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

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

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

6. Practice Guidelines

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

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

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

2) They consider the needs of the members;

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

4) They are reviewed and updated periodically as appropriate.

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

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

Exhibit A – Attachment 6
UTILIZATION MANAGEMENT AND PARITY

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

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

B. The Utilization Management Program shall evaluate:

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

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

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

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

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

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

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

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

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

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

Exhibit A – Attachment 6
UTILIZATION MANAGEMENT AND PARITY

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

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

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

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

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

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

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

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

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

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

Exhibit A – Attachment 6
UTILIZATION MANAGEMENT AND PARITY

B. {SMHS only} Additional Service Authorization Requirements

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

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

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

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

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

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

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

4) [Reserved]

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

Exhibit A – Attachment 6
UTILIZATION MANAGEMENT AND PARITY

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

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

3. Parity in Mental Health and SUD Benefits

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

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

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

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

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

1. Member Eligibility & Enrollment

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

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

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

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

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

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

2. Cultural Competence

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Out-of-Network Services

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

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

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

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

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

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

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

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

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

D. [Reserved]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Choice of Provider

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

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

8. 24/7 Access Line

A. 24/7 Access Line Services

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

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

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

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

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

9. Second Opinions

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

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

10. Minor Consent

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

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

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

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

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

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

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

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

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

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

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

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

2. Assessment of Capacity

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

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

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

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

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

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

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

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

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

4) Language differences.

5) Lack of service advocates.

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

7) Needs of persons with a disability.

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Timely Access

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2) On an annual basis; and

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

~~i.~~ Changes in services;

ii. Changes in benefits;

iii. Changes in geographic service area;

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

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

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

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E. 274 Provider Network Data Reporting

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

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

6. [Reserved]

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

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

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

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

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

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

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

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

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G. This section, may not be construed to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3) [Reserved]

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

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

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

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

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

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

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

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

8. {SMHS only} SMHS Provider Certification

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

B. [Reserved]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

    v. Drugs are not retained after the expiration date.

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

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

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

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

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

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

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

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

1) The provider makes major staffing changes.

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

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

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

5) There is a change of ownership or location.

6) There are complaints regarding the provider.

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

M. [Reserved]

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

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

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

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

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

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

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

D. Contracted Providers

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

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

ii. 22 C.C.R. § 51490(a).

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

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iv. 9 C.C.R. § 10000, et seq.

v. 22 C.C.R. § 51000 et. seq.

vi. W&I Code § 14184.100 et seq.

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

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

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

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

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

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

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

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

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

H. Continued Certification

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

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

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

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

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

11. Termination of a Provider Contract

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit A – Attachment 9
[RESERVED]

Exhibit A – Attachment 10
COORDINATION AND CONTINUITY OF CARE

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

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

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

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

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

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

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

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

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COORDINATION AND CONTINUITY OF CARE

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

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

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

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

2. Screening and Assessment Period

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

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

3. Coordination with Managed Care Plans

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

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B. {SMHS only} Additional requirements:

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

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

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

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

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

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

C. {DMC-ODS only} Additional requirements:

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

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

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

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

iv. Collaborative care planning with managed care where applicable.

v. Delineation of case management responsibilities.

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

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

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

ix. Navigation support for patients and caregivers.

x. Facilitation and tracking of referrals.

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

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

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

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

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

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

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

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

D. In the information provided to members, the Contractor shall use the Department developed definitions for key managed care terminology as set forth in this Contract (including Exhibit E) and the Department's template member handbook, including: appeal, excluded services, grievance, hospitalization, hospital outpatient care, medically necessary, network and out-of-network provider, physician services, plan, prior authorization, prescription drugs, primary care provider, provider, rehabilitation services, prescription drugs, and urgent care (42 C.F.R. § 438.10(c)(4)(i)).

E. The Contractor shall use Department developed model member handbooks and member notices that describe the transition of care policies for members. (42 C.F.R. §§ 438.10(c)(4)(ii) and 438.62(b)(3)).

F. Member information required in this section may only be provided electronically by the Contractor if all of the following conditions are met:

1) The format is readily accessible;

2) The information is placed in a location on the Contractor's website that is prominent and readily accessible;

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i. {DMC-ODS PHC Model only} The information must be placed on both the Contractor's website and the subcontractor's website;

3) The information is provided in an electronic form which can be electronically retained and printed;

4) The information is consistent with the content and language requirements of this Attachment; and

5) The member is informed that the information is available in paper form without charge upon request and Contractor provides it upon request within 5 business days. (42 C.F.R. § 438.10(c)(6)).

G. The Contractor shall have in place mechanisms to help members and potential members understand the requirements and benefits of the plan. (42 C.F.R. § 438.10(c)(7)).

2. {SMHS and DMC-ODS only} Information Provided to Members and Potential Members

A. The Contractor shall provide information to members and potential members, either in paper or electronic format, including, at a minimum, all of the following:

1) The basic features of managed care. (42 C.F.R. § 438.10(e)(2)(ii)).

2) The automatic BHDS enrollment process for Medi-Cal members (42 C.F.R. § 438.10(e)(2)(i) & (iii)).

3) The service area covered by the Contractor. (42 C.F.R. § 438.10(e)(2)(iv)).

4) Covered benefits, including:

i. Which benefits are provided by the Contractor; and,

ii. Which, if any, benefits are provided directly by the State. (42 C.F.R. § 438.10(e)(2)(v)).

5) The provider directory and {<u>for DMC-ODS only</u>} formulary information. (42 C.F.R. § 438.10(e)(2)(vi)).

6) Any cost-sharing that will be imposed by the Contractor consistent with the California State Plan § 4.18. (42 C.F.R. § 438.10(e)(2)(vii)).

7) The requirements for the Contractor to provide adequate access to covered services, including the network adequacy standards

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established in 42 C.F.R. section 438.68. (42 C.F.R. § 438.10(e)(2)(viii)).

8) The Contractor's responsibilities for coordination of care. (42 C.F.R. § 438.10(e)(2)(ix)).

9) To the extent available, quality and performance indicators for the Contractor, including member satisfaction. (42 C.F.R. § 438.10(e)(2)(x)).

B. The Contractor shall make a good faith effort to give written notice of termination of a contracted provider, to each member who was seen on a regular basis by the terminated provider. The notice to the member shall be provided 30 calendar days prior to the effective date of the termination or 15 calendar days after receipt or issuance of the termination notice, whichever is later. (42 C.F.R. § 438.10(f)(1)).

C. The Contractor shall make available, upon request, any physician incentive plans in place as set forth in § 438.3(i). (42 C.F.R. § 438.10(f)(2)).

3. Language and Format

A. Nondiscrimination Requirements, Language Assistance, and Information Access for Individuals with Limited English Proficiency and/or Disabilities (42 C.F.R. § 438.10; W&I Code § 14029.91; W&I Code § 14727; Government Code § 11135; 28 C.F.R. §§ 35.160-35.164; 28 C.F.R. § 36.303; 45 C.F.R. Part 92; 42 U.S.C. § 18116; 42 U.S.C. 12101*et seq*.)).

1) The Contractor shall comply with all applicable state and federal requirements regarding nondiscrimination, language assistance, information access, including but not limited to, the Dymally-Alatorre Bilingual Services Act, § 1557 of the Patient Protection and Affordable Care Act, the Americans with Disabilities Act, and § 504 of the Rehabilitation Act.

2) The Department shall use the following methodologies to identify the prevalent non–English languages spoken by members and potential members throughout the State, and in the Contractor's service area:

i. Threshold Standard Language: A population group of mandatory eligible members residing in the Contractor's service area who indicate their primary language as a language other than English, and that meet a numeric threshold of 3,000 or 5% of the eligible member population, whichever is lower; and

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ii. A population group of mandatory eligible members residing in the Contractor's service area who indicate their primary language as a language other than English and who meet the concentration standards of 1,000 in a single zip code or 1,500 in two contiguous zip codes.

3) Nondiscrimination Notice

i. The Nondiscrimination Notice must be sent in conjunction with each of the following significant notices sent to members:

a. Notices of Adverse Benefit Determination.

b. Grievance acknowledgement letter.

c. Appeal acknowledgement letter.

d. Grievance resolution letter.

e. Notice of Appeal Resolution.

ii. The Contractor shall post a Department-approved nondiscrimination notice that informs members, potential members, and the public about nondiscrimination, protected characteristics, and accessibility requirements, and conveys the Contractor's compliance with the requirements.

iii. The nondiscrimination notice shall be posted in at least a 12-point font and be included in any documents that are vital or critical to obtaining services and/or benefits, and all other informational notices targeted to members, potential members, and the public. Informational notices include not only documents intended for the public, such as outreach, education, and marketing materials, but also written notices requiring a response from an individual and written notices to an individual such as those pertaining to rights or benefits.

iv. The nondiscrimination notice shall also be posted in at least a 12-point font in conspicuous physical locations where the Contractor interacts with the public, and on the Contractor's website in a location that allows any visitor to the website to easily locate the information.

v. The nondiscrimination notice shall include all legally required elements under the applicable subsections of Government Code § 11135.

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vi. The nondiscrimination notice shall include information on how to file a discrimination grievance with:

a. The Contractor and the Department's Office of Civil Rights if there is a concern of discrimination based on sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation.

b. The United States Department of Health and Human Services Office of Civil Rights if there is a concern of discrimination based on race, color, national origin, sex, age, or disability.

vii. The Contractor is not prohibited from posting the nondiscrimination notice in additional publications and communications.

4) Language Assistance Taglines

i. The Language Assistance Taglines must be sent in conjunction with each of the following significant notices sent to members:

a. Notices of Adverse Benefit Determination.

b. Grievance acknowledgement letter.

c. Appeal acknowledgement letter.

d. Grievance resolution letter.

e. Notice of Appeal Resolution.

ii. The Contractor shall post Department-approved taglines in a conspicuously visible size (no less than 12-point font), in English and at least the top 18 non-English languages in the State (as determined by the Department), informing members, potential members, and the public of the availability of no-cost language assistance services, including assistance in non-English languages and the provision of free auxiliary aids and services for people with disabilities.

iii. Taglines shall be posted in any documents that are vital or critical to obtaining services and/or benefits, conspicuous

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physical locations where the Contractor interacts with the public, on the Contractor's website in a location that allows any visitor to the website to easily locate the information, and in all member information and other information notice, in accordance with federal and state requirements.

5) Language Assistance Services

i. Language assistance services shall be provided free of charge, be accurate and timely, and protect the privacy and independence of the limited English proficiency (LEP) individual. There are two primary types of language assistance services: oral and written. LEP individuals are not required to accept language assistance services, although a qualified interpreter may be used to assist in communicating with an LEP individual who has refused language assistance services.

ii. The Contractor shall comply with the following oral interpretation requirements:

iii. Contractors shall provide oral interpretation services from a qualified interpreter, on a 24-hour basis, at all key points of contact, at no cost to members. Key points of contact refer to common points of access to covered services, including but not limited to the Contractor's member problem resolution process, Contractor-owned or -operated or contract hospitals, and any other central access locations established by the Contractor. Key points of contact may include medical care settings and non-medical care settings.

iv. Font shall be provided in all languages and is not limited to threshold or concentration standard languages.

v. Interpretation can take place in-person, through a telephonic interpreter, or internet or video remote interpreting (VRI) services. However, the Contractor is prohibited from using remote audio or VRI services that do not comply with federal quality standards, or relying on unqualified bilingual/multilingual staff, interpreters, or translators. The Contractor should not solely rely on telephone language lines for interpreter services. Rather, telephonic interpreter services should supplement face-to-face interpreter services, which are a more effective means of communication.

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vi. An interpreter is a person who renders a message spoken in one language into one or more languages. An interpreter shall be qualified and have knowledge in both languages of the relevant terms or concepts particular to the program or activity and the dialect spoken by the LEP individual. In order to be considered a qualified interpreter for an LEP individual, the interpreter must: 1) have demonstrated proficiency in speaking and understanding both English and the language spoken by the LEP individual; 2) be able to interpret effectively, accurately, and impartially, both receptively and expressly, to and from the language spoken by the LEP individual and English, using any necessary specialized vocabulary, terminology, and phraseology; and 3) adhere to generally accepted interpreter ethics principles, including client confidentiality.

vii. If the Contractor provides a qualified interpreter for an individual with LEP through remote audio interpreting services, the Contractor shall provide real-time audio over a dedicated high-speed, wide-bandwidth video connection or wireless connection that delivers high-quality audio without lags or irregular pauses in communication; a clear, audible transmission of voices; and adequate training to users of the technology and other involved individuals so that they may quickly and efficiently set up and operate the remote interpreting services.

viii. The Contractor is prohibited from requiring LEP individuals to provide their own interpreters, or from relying on bilingual/multilingual staff members who do not meet the qualifications of a qualified interpreter. Some bilingual/multilingual staff may be able to communicate effectively in a non-English language when communicating information directly in that language but may not be competent to interpret in and out of English. Bilingual/multilingual staff may be used to communicate directly with LEP individuals only when they have demonstrated to the Contractor that they meet all the qualifications of a qualified interpreter listed above.

ix. The Contractor is prohibited from relying on an adult or minor child accompanying an LEP individual to interpret or facilitate communication except when: 1) there is an emergency involving an imminent threat to the safety or

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welfare of the individual or the public and a qualified interpreter is not immediately available; or, 2) the LEP individual specifically requests that an accompanying adult interpret or facilitate communication, the accompanying adult agrees to provide that assistance, and reliance on that accompanying adult for that assistance is appropriate under the circumstances. Prior to using a family member, friend or, in an emergency only, a minor child as an interpreter for an LEP individual, the Contractor shall first inform the individual that they have the right to free interpreter services and second, ensure that the use of such an interpreter will not compromise the effectiveness of services or violate the LEP individual's confidentiality. The Contractor shall also ensure that the LEP individual's refusal of free interpreter services and their request to use family members, friends, or a minor child as an interpreter is documented.

x. The Contractor shall comply with the following written translation requirements:

xi. The Contractor shall use a qualified translator when translating written content in paper or electronic form. A qualified translator is a translator who: 1) adheres to generally accepted translator ethics principles, including client confidentiality; 2) has demonstrated proficiency in writing and understanding both written English and the written non-English language(s) in need of translation; and 3) is able to translate effectively, accurately, and impartially to and from such language(s) and English, using any necessary specialized vocabulary, terminology, and phraseology.

xii. At a minimum, the Contractor shall provide written translations of member information in the threshold and concentration languages.

6) Effective Communication with Individuals with Disabilities

i. The Contractor shall comply with all applicable requirements of federal and state disability law and take appropriate steps to ensure effective communication with individuals with disabilities, as described in BHIN 24-007.

ii. The Contractor shall make member information available in large print (no less than 20-point font) alternative format.

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iii. The Contractor shall not require an individual with a disability to provide their own interpreter. The Contractor is also prohibited from relying on an adult or minor child accompanying an individual with a disability to interpret or facilitate communication except as described in BHIN 24-007. Prior to using a family member, friend, or, in an emergency only, a minor child as an interpreter for an individual with a disability, the Contractor shall first inform the individual that they have the right to free interpreter services and second, ensure that the use of such an interpreter will not compromise the effectiveness of services or violate the individual's confidentiality. The Contractor shall ensure that the refusal of free interpreter services and the individual's request to use a family member, friend, or a minor child as an interpreter is documented.

iv. The Contractor shall make reasonable modifications to policies, practices, or procedures when such modifications are necessary to avoid discrimination based on disability.

4. Handbook

A. The Contractor shall mail members a physical copy of the handbook and provider directory, offer members a physical copy of the handbook and provider directory when the member first accesses services, or ensure that members receive a link to the online versions of these member materials after receiving the member's consent to receive the handbook and provider directory electronically. (9 C.C.R. § 1810.360(e); BHIN 24-034.)

B. The Contractor shall ensure that the handbook includes the current toll-free telephone number for the 24/7 access line described in Exhibit A, Attachment 7, Section 8. (42 C.F.R. § 438.10(g)(2)(xiv)).

C. The member handbook shall include information that enables the member to understand how to effectively use the managed care program. This information shall include, at a minimum:

1) Benefits provided by the Contractor. (42 C.F.R. § 438.10(g)(2)(i)).

2) How and where to access any benefits provided by the Contractor, including any cost sharing, and how transportation is provided. (42 C.F.R. § 438.10(g)(2)(ii)).

i. The amount, duration, and scope of benefits available under the Contract in sufficient detail to ensure that members

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understand the benefits to which they are entitled. (42 C.F.R. § 438.10(g)(2)(iii)).

ii. Procedures for obtaining benefits, including any requirements for service authorizations and/or referrals for specialty care and for other benefits not furnished by the member's provider. (42 C.F.R. § 438.10(g)(2)(iv)).

iii. Any restrictions on the member's freedom of choice among network providers. (42 C.F.R. § 438.10(g)(2)(vi)).

iv. The extent to which, and how, members may obtain benefits from out-of-network providers. (42 C.F.R. § 438.10(g)(2)(vii)).

v. Cost sharing, if any, consistent with the California State Plan § 4.18. (42 C.F.R. § 438.10(g)(2)(viii)).

vi. Member rights and responsibilities, including the elements specified in 42 C.F.R. 438.100 as specified in Section 7 of this Attachment. (42 C.F.R. § 438.10(g)(2)(ix)).

vii. The process of selecting and changing the member's provider. (42 C.F.R. § 438.10(g)(2)(x)).

viii. Grievance, appeal, and State Hearing procedures and timeframes, consistent with 42 C.F.R. sections 438.400 through 438.424, in a state-developed or state-approved description. Such information shall include:

a. The right to file grievances and appeals;

b. The Contractor shall include information on filing a Discrimination Grievance with the Contractor, the Department's Office of Civil Rights and the U.S. Health and Human Services Office for Civil Rights, and shall specifically include information stating that the Contractor complies with all state and federal civil rights laws. If a member believes they have been unlawfully discriminated against, they have the right to file a Discrimination Grievance with the Contractor, the Department's Office of Civil Rights, and the United States Department of Health and Human Services, Office for Civil Rights;

c. The requirements and timeframes for filing a grievance or appeal;

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d. The availability of assistance in the filing process;

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

f. The fact that, when requested by the member, benefits that the Contractor seeks to reduce or terminate will continue if the member files an appeal or a request for State Hearing within the timeframes specified for filing, and that the member may, consistent with state policy, be required to pay the cost of services furnished while the appeal or State Hearing is pending if the final decision is adverse to the member. (42 C.F.R. § 438.10(g)(2)(xi)).

ix. How to exercise an advance directive, as set forth in 42 C.F.R. section 438.3(j). (42 C.F.R. § 438.10(g)(2)(xii)).

x. How to access auxiliary aids and services, including additional information in in alternative formats or languages. (42 C.F.R. § 438.10(g)(2)(xiii)).

xi. The Contractor's toll-free telephone number for member services, medical management, and any other unit providing services directly to members. (42 C.F.R. § 438.10(g)(2)(xiv)).

xii. Information on how to report suspected fraud or abuse. (42 C.F.R. § 438.10(g)(2)(xv)).

xiii. Additional information that is available upon request, includes the following:

a. Information on the structure and operation of the Contractor.

b. Physician incentive plans as set forth in 42 C.F.R. section 438.3(i). (42 C.F.R. § 438.10(f)(3)).

D. The Contractor shall give each member notice of any significant change, as defined by the Department, to information in the handbook at least 30 days before the intended effective date of the change. (42 C.F.R. § 438.10(g)(4)).

E. Consistent with 42 C.F.R. section 438.10(g)(3) and BHIN 24-034 (and any subsequently issued BHINs that supersede BHIN 24-034), the handbook will be considered provided if the Contractor delivers the handbook as required below:

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1) Direct Delivery

i. Mails a printed copy of the information to the member's mailing address;

ii. Offers a printed copy of the information to the member during in-person interactions; or

iii. Provides the information by email after obtaining the member's agreement to receive the information by email.

AND

2) Website

i. Posts the information on the Contractor's website in a manner that is readily accessible;

ii. Advises the member in paper or electronic form that the information is available on the internet and includes the applicable internet addresses;

iii. Provides that members with disabilities who cannot access this information online are provided auxiliary aids and services upon request at no cost; and

iv. Inform members the information is available in paper form without charge upon request and provide the member handbook upon request within five (5) business days.

5. Provider Directory

A. The Contractor must follow the Department's provider directory policy, as described in MHSUDS IN 18-020 or BHIN 22-070, as applicable, and any subsequently issued BHINs that supersede these guidance documents.

1) {Integrated Contracts (DMC-ODS and DMC)} The Contractor shall offer members a provider directory that includes information on providers of both SMHS and SUD services.

B. The Contractor shall make provider directories available in electronic and paper form upon request, and maintain a publicly accessible standards-based Provider Directory API as described in 42 C.F.R. § 431.70 and BHIN 22-068 and any subsequently issued BHINs that supersede BHIN 22-068 or BHIN 22-070, as applicable, and meet the same technical standards of the Patient Access API and ensure that the provider directories include the following information for all providers who receive Medicaid funding to order, refer, or render covered services under this Contract including all network providers, and each licensed, waivered, or

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registered mental health or SUD provider employed by the Contractor, each provider organization, including a hospital or pharmacy, or individual practitioner contracting with the Contractor, and each licensed, waivered, or registered mental health or SUD provider employed by a provider organization to deliver Medi-Cal services (BHINs 22-068 and 22-070; 42 C.F.R. section 438.10(h)(1)):

1) Information on the services and benefits available, including specialty (as applicable).

2) The names, medical group/foundation, independent physician/provider associations, and any group affiliations, street addresses, telephone numbers, specialty, email address(es), as appropriate, and website URLs of current contracted providers by category.

3) The provider's cultural and linguistic capabilities, including languages (including ASL) offered by the provider or a skilled medical interpreter at the provider's office.

4) Whether providers' offices/facilities have accommodations for people with physical disabilities, including offices, exam room(s) and equipment.

5) A means to identify which providers are accepting new members.

6) Type of practitioner as appropriate.

7) National Provider Identifier number.

8) California License number and type of license.

9) Whether the provider has completed cultural competence training.

10) Hours and days when each service location is open, including the availability of evening and/or weekend hours.

C. Information included in a paper provider directory shall be updated at least monthly and electronic provider directories and Provider Directory API shall be updated no later than 30 calendar days after the Contractor receives updated provider information. The Contractor shall ensure processes are in place to allow providers to promptly verify or submit changes to the information required to be in the directory. (42 C.F.R. § 438.10(h)(3); 42 CFR § 431.70; BHIN 22-068.)

D. Provider directories shall be made available on the Contractor's website in a machine-readable file and format as specified by HHS. (42 C.F.R. § 438.10(h)(4)).

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1) {DMC-ODS PHC Model only} The provider directory must also be made available on the Contractor's website in a machine-readable file and format as specified by HHS;

E. {DMC only} The provider directory shall include a statement that affirms a DMC county member's right to obtain covered services from any enrolled and DMC-certified provider, even if that provider is not listed in the provider directory.

6. {SMHS and DMC-ODS only} Advance Directives

A. For purposes of this Contract, advance directives means a written instruction, such as a living will or durable power of attorney for health care, recognized under California law, relating to the provision of health care when the individual is incapacitated. (42 C.F.R. § 489.100).

B. The Contractor shall maintain written policies and procedures on advance directives, which include a description of applicable California law. (42 C.F.R. §§ 438.3(j)(1) and (3), and 422.128). Any written materials prepared by the Contractor for members shall be updated to reflect changes in state laws governing advance directives as soon as possible, but no later than 90 days after the effective date of the change. (42 C.F.R. § 438.3(j)(4)).

C. The Contractor shall provide adult members with the written information on advance directives. (42 C.F.R. § 438.3(j)(3)).

D. The Contractor shall not condition the provision of care or otherwise discriminate against an individual based on whether or not the individual has executed an advance directive. (42 C.F.R. §§ 422.128(b)(1)(ii)(F), and 438.3(j)).

E. The Contractor shall educate staff concerning its policies and procedures on advance directives. (42 C.F.R. §§ 422.128(b)(1)(ii)(H), and 438.3(j)(1)).

7. {SMHS and DMC-ODS only} Member Rights

A. The parties to this Contract shall comply with applicable laws and regulations relating to patients' rights, including but not limited to W&I Code section 5325, 9 C.C.R. sections 862 through 868, and 42 C.F.R. section 438.100. The Contractor shall ensure that its subcontractors and contracted providers comply with all applicable patients' rights laws and regulations.

B. The Contractor shall have written policies regarding the member rights specified in this section and ensure that its staff, subcontractors, and

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contracted providers take those rights into account when providing services, including the right to:

1) Receive information in accordance with 42 C.F.R. section 438.10. (42 C.F.R. § 438.100(b)(2)(i)).

2) Be treated with respect and with due consideration for their dignity and privacy. (42 C.F.R. § 438.100(b)(2)(ii)).

3) Receive information on available treatment options and alternatives, presented in a manner appropriate to the member's condition and ability to understand. (42 C.F.R. § 438.100(b)(2)(iii)).

4) Participate in decisions regarding their health care, including the right to refuse treatment. (42 C.F.R. § 438.100(b)(2)(iv)).

5) Be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliation. (42 C.F.R. § 438.100(b)(2)(v)).

6) Request and receive a copy of their medical records, and to request that they be amended or corrected. (42 C.F.R. § 438.100(b)(2)(vi); 45 C.F.R. §§ 164.524, and 164.526).

7) Be furnished services in accordance with 42 C.F.R. sections 438.206 through 438.210. (42 C.F.R. § 438.100(b)(3)).

8) Freely exercise their rights without adversely affecting the way the Contractor, subcontractor, or contracted provider treats the member. (42 C.F.R. § 438.100(c)).

8. {DMC-ODS only} Formulary

A. The Contractor shall make available in electronic or paper form, the following information about its formulary:

1) Which medications are covered (both generic and name brand).

2) On what tier each medication resides.

B. Formulary drug lists shall be made available on the Contractor's website in a machine-readable file and format as specified by the Secretary.

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1. General Provisions

A. The Contractor shall have a grievance and appeal system in place for members. (42 C.F.R. §§ 438.228(a), 438.402(a); 9 C.C.R. § 1850.205; BHIN 22-070.) The grievance and appeal system shall be implemented to handle appeals of adverse benefit determinations and grievances and shall include processes to collect and track information about them. The Contractor's member problem resolution processes shall include:

1) A grievance process;

2) An appeal process; and,

3) An expedited appeal process. (42 C.F.R. § 438.228(a); 9 C.C.R. § 1850.205(b); BHIN 22-070.)

B. For the grievance, appeal, and expedited appeal processes, the Contractor shall comply with the following requirements:

1) The Contractor shall ensure that each member has adequate information about the Contractor's problem resolution processes by taking at least the following actions:

i. Including information describing the grievance, appeal, and expedited appeal processes in the Contractor's member handbook and providing the member handbook to members as described in Exhibit A, Attachment 11, Section 4 of this Contract. (9 C.C.R. § 1850.205(c)(1)(A); 42 C.F.R. § 438.10(g).)

ii. At all contracted provider sites, other than out-of-network providers:

a. Posting notices explaining grievance, appeal, and expedited appeal process procedures in locations at all Contractor provider sites. Notices shall be sufficient to ensure that the information is readily available to both members and provider staff. The posted notice shall also explain the availability of State Hearings after the exhaustion of an appeal or expedited appeal process, including information that a State Hearing may be requested whether or not the member has received a notice of adverse benefit determination. (9 C.C.R. §§ 1850.205(c)(1)(B) and 1850.210; BHIN 22-070.)

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b. Make available forms that may be used to file grievances, appeals, and expedited appeals and self-addressed envelopes that members can access, without having to make a verbal or written request to anyone. (9 C.C.R. § 1850.205(c)(1)(C); BHIN 22-070.)

iii. Give members any reasonable assistance in completing the forms and other procedural steps related to a grievance or appeal. This includes, but is not limited to, providing interpreter services, auxiliary aids and services upon request, and toll-free numbers with TTY/TDD and interpreter capability. (42 C.F.R. § 438.406(a); 42 C.F.R. § 438.228(a); BHIN 22-070.)

2) The Contractor shall allow members to file grievances and request appeals. (42 C.F.R. § 438.402(c)(1); BHIN 22-070.) The Contractor shall have only one level of appeal for members. (42 C.F.R. § 438.402(b); 42 C.F.R. § 438.228(a); BHIN 22-070.)

3) A member may request a State Hearing after receiving notice under 438.408 that the adverse benefit determination is upheld. (42 C.F.R. § 438.402(c)(1); 42 C.F.R. § 438.408(f).)

4) The Contractor shall adhere to the notice and timing requirements in §438.408. If the Contractor fails to adhere to these notice and timing requirements, the member is deemed to have exhausted the Contractor's appeals process and may initiate a State Hearing. (42 C.F.R. §§ 438.402(c)(1)(i)(A), 438.408(c)(3); BHIN 22-070.)

5) The Contractor shall acknowledge receipt of each grievance, appeal, and request for expedited appeal of adverse benefit determinations to the member, in writing, within five calendar days. (42 C.F.R. § 438.406(b)(1); 42 C.F.R. § 438.228(a); 9 C.C.R. § 1850.205(d)(4); BHIN 22-070.) Provided, however, that grievances received over the telephone or in-person by the Contractor or a contracted provider that are resolved to the member's satisfaction by the close of the next business day following receipt are exempt from the requirement to send a written acknowledgment.

6) The Contractor shall allow a provider, or authorized representative, acting on behalf of the member and with the member's written consent to request an appeal or expedited appeal, file a grievance, or request a State Hearing, with the exception that providers cannot request continuation of benefits. (42 C.F.R. § 438.402(c)(1)(i)-(ii); 9 C.C.R. § 1850.205(c)(2); BHIN 22-070.)

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7) [Reserved]

8) At the member's request, the Contractor shall identify staff or another individual, such as a legal guardian, to be responsible for assisting a member with these processes, including providing assistance in writing the grievance, appeal, or expedited appeal. If the individual identified by the Contractor is the person providing SMHS or SUD services to the member requesting assistance, the Contractor shall identify another individual to assist that member. (9 C.C.R. § 1850.205(c)(4).) Assistance includes, but is not limited to, auxiliary aids and services upon request, such as providing interpreter services and toll-free numbers with TTY/TDD and interpreter capability. (42 C.F.R. § 438.406(a); BHIN 22-070.)

9) The Contractor shall not subject a member to discrimination or any other penalty for filing a grievance, appeal, or expedited appeal. (9 C.C.R. § 1850.205(c)(5); 42 C.F.R. § 438.100(c); BHIN 22-070.)

10) The Contractor's procedures for the member problem resolution processes shall maintain the confidentiality of each member's information, including compliance with HIPAA and other applicable federal and state laws. (9 C.C.R. § 1850.205(c)(6).)

11) The Contractor shall include a procedure to transmit issues identified as a result of the grievance, appeal or expedited appeal processes to the Contractor's Quality Improvement Committee, the Contractor's administration or another appropriate body within the Contractor's operations. The Contractor shall consider these issues in the Contractor's Quality Improvement Program, as required by 9 C.C.R. § 1810.440(a)(5). (9 C.C.R. § 1850.205(c)(7); BHIN 22-070.)

12) The Contractor shall ensure that decision makers on grievances and appeals of adverse benefit determinations were not involved in any previous level of review or decision-making and were not subordinates of any individual who was involved in a previous level of review or decision-making. (42 C.F.R. § 438.406(b)(2)(i); 42 C.F.R. § 438.228(a); BHIN 22-070.)

13) The Contractor shall ensure that individuals making decisions on grievances and appeals have the appropriate clinical expertise, as determined by the Department, in treating the member's condition or disease, if the decision involves an appeal based on a denial of medical necessity, a grievance regarding denial of a request for an expedited appeal, or if the grievance or appeal involves clinical

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issues.(42 C.F.R. § 438.406(b)(2)(ii)(A)-(C); 42 C.F.R. § 438.228(a); BHIN 22-070.)

14) The Contractor shall provide the member a reasonable opportunity, in person and in writing, to present evidence and testimony and make legal and factual arguments. The Contractor must inform the member of the limited time available for this sufficiently in advance of the resolution timeframe for appeals specified in § 438.408(b) and (c) in the case of expedited resolution. (42 C.F.R. § 438.406(b)(4); BHIN 22-070.)

15) The Contractor shall ensure that decision makers on grievances and appeals of adverse benefit determinations take into account all comments, documents, records, and other information submitted by the member or member's representative, without regard to whether such information was submitted or considered in the initial adverse benefit determination. (42 C.F.R. § 438.406(b)(2)(iii); 42 C.F.R. § 438.228(a); BHIN 22-070.)

16) The Contractor shall provide the member and their representative the member's case file, including medical records, other documents and records, and any new or additional evidence considered, relied upon, or generated by the Contractor (or at the direction of the Contractor) in connection with the appeal of the adverse benefit determination. (42 C.F.R. § 438.406(b)(5); BHIN 22-070.)

17) The Contractor shall provide the member and their representative the member's case file free of charge and sufficiently in advance of the resolution timeframe for standard and expedited appeal resolutions. (42 C.F.R. § 438.406(b)(5); BHIN 22-070.)

18) The Contractor shall treat oral inquiries seeking to appeal an adverse benefit determination as appeals (to establish the earliest possible filing date for the appeal) and must confirm these oral inquiries in writing, unless the member or the provider requests expedited resolution. (42 C.F.R. § 438.406(b)(3); BHIN 22-070.)

19) The Contractor's member problem resolution process shall not replace or conflict with the duties of county patient's rights advocates. (W&I Code § 5520.)

2. Handling of Grievances and Appeals

The Contractor shall adhere to the following record keeping, monitoring, and review requirements:

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A. Maintain a grievance and appeal log and record grievances, appeals, and expedited appeals in the log within one working day of the date of receipt of the grievance, appeal, or expedited appeal. (42 C.F.R. § 438.416(a); 9 C.C.R. § 1850.205(d)(1); BHIN 22-070.) Each record shall include, but not be limited to: a general description of the reason for the appeal or grievance the date received, the date of each review or review meeting, resolution information for each level of the appeal or grievance, if applicable, and the date of resolution at each level, if applicable, and the name of the covered person whom the appeal or grievance was filed. (42 C.F.R. § 438.416(b)(1)-(6); BHIN 22-070.)

B. Record in the grievance and appeal log or another central location determined by the Contractor, the final dispositions of grievances, appeals, and expedited appeals, including the date the decision is sent to the member. If there has not been final disposition of the grievance, appeal, or expedited appeal, the reason(s) shall be included in the log. (9 C.C.R. § 1850.205(d)(2).)

C. Provide a staff person or other individual with responsibility to provide information requested by the member or the member's representative regarding the status of the member's grievance, appeal, or expedited appeal. (9 C.C.R. 9, § 1850.205(d)(3).)

D. Identify in its grievance, appeal, and expedited appeal documentation, the roles and responsibilities of the Contractor, the provider, and the member. (9 C.C.R. 9, § 1850.205(d)(5).)

E. Provide notice, in writing, to any provider identified by the member or involved in the grievance, appeal, or expedited appeal of the final disposition of the member's grievance, appeal, or expedited appeal. (9 C.C.R. § 1850.205(d)(6).)

F. Maintain records in the grievance and appeal log accurately and in a manner accessible to the Department and available upon request to CMS. (42 C.F.R. § 438.416(c).)

3. Grievance Process

The Contractor's grievance process shall, at a minimum:

A. Allow members to file a grievance either orally, or in writing at any time with the Contractor. (42 C.F.R. § 438.402(c)(2)(i) and (c)(3)(i); BHIN 22-070.)

B. The Contractor shall provide to the member written acknowledgement of receipt of the grievance. The acknowledgment letter shall include the date of receipt, as well as the name, telephone number, and address of the

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Plan representative who the member may contact about the grievance. The written acknowledgement to the member must be postmarked within five calendar days of receipt of the grievance. Grievances received over the telephone or in-person by the Contractor or a contracted provider that are resolved to the member's satisfaction by the close of the next business day following receipt are exempt from the requirement to send a written notification of resolution using the Written Notification of Grievance Resolution form.

C. Resolve each grievance as expeditiously as the member's health condition requires not to exceed 30 calendar days from the day the Contractor receives the grievance. (42 C.F.R. § 438.408(a)-(b)(1).)

D. [Reserved]

E. Provide written notification to the member or the appropriate representative of the resolution of a grievance and documentation of the notification or efforts to notify the member, if they could not be contacted. (9 C.C.R. § 1850.206(c); BHIN 22-070.)

F. Notify the member of the resolution of a grievance in a format and language that meets applicable notification standards. (42 C.F.R. § 438.408(d)(1); 42 C.F.R. § 438.10; BHIN 22-070.)

4. Discrimination Grievances

A. For Discrimination Grievances:

1) The Contractor shall designate a Discrimination Grievance Coordinator who is responsible for ensuring compliance with federal and state nondiscrimination requirements, and investigating Discrimination Grievances related to any action that would be prohibited by, or out of compliance with, federal or state nondiscrimination law. (W&I Code § 14727(a)(4); 45 C.F.R. § 84.7; 28 C.F.R. § 35.107; see 42 U.S.C. § 18116(a); California's Medicaid State Plan, Section 7, Attachments 7.2-A and 7.2-B; BHIN 22-070.) The Discrimination Grievance Coordinator shall be available to:

i. Answer questions and provide appropriate assistance to the Contractor staff and members regarding the Contractor's state and federal nondiscrimination legal obligations.

ii. Advise the Contractor about nondiscrimination best practices and accommodating persons with disabilities.

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iii. Investigate and process any Americans with Disabilities Act, § 504 of the Rehabilitation Act, § 1557 of the Affordable Care Act, and/or California Government Code § 11135 grievances received by the Contractor.

2) The Contractor shall adopt procedures to ensure the prompt and equitable resolution of discrimination-related complaints. (W&I Code § 14727(a)(4); 45 C.F.R. § 84.7; 28 C.F.R. § 35.107; see 42 U.S.C. § 18116(a); California's Medicaid State Plan, Section 7, Attachments 7.2-A and 7.2-B; BHIN 22-070.) The Contractor shall not require a member to file a Discrimination Grievance with the Contractor before filing the complaint directly with the DHCS Office of Civil Rights and the U.S. Health and Human Services Office for Civil Rights.

3) Within ten calendar days of mailing a Discrimination Grievance resolution letter to a member, the Contractor must submit, in a secure format, the following information regarding the complaint to the DHCS Office of Civil Rights' designated Discrimination Grievance email box (DHCS.DiscriminationGrievances@dhcs.ca.gov). (California Medicaid State Plan, Section 7, Attachments 7.2-A and 7.2-B; BHIN 22-070):

i. The original complaint.

ii. The provider's or other accused party's response to the complaint.

iii. Contact information for the personnel primarily responsible for investigating and responding to the complaint on behalf of the Contractor.

iv. Contact information for the member filing the complaint, and for the provider or other accused party that is the subject of the complaint.

v. All correspondence with the member regarding the complaint, including, but not limited to, the Discrimination Grievance acknowledgment letter and resolution letter(s) sent to the member.

vi. The results of the Contractor's investigation, copies of any corrective action taken, and any other information that is relevant to the allegation(s) of discrimination.

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5. Appeals Process

A. The Contractor's appeal process shall, at a minimum:

1) Allow a member, or a provider or authorized representative acting on the member's behalf, to file an appeal orally or in writing. (42 C.F.R. § 438.402(c)(3)(ii); BHIN 22-070.) The member may file an appeal within 60 calendar days from the date on the adverse benefit determination notice (42 C.F.R. § 438.402(c)(2)(ii); BHIN 22-070.);

2) The Contractor shall ensure that oral inquiries seeking to appeal an adverse benefit determination are treated as appeals. The date the Contractor receives the oral appeal shall be considered the filing date for the purpose of applying the appeal timeframes (42 C.F.R. § 438.406(b)(3).);

3) Resolve each appeal and provide notice, as expeditiously as the member's health condition requires, within 30 calendar days from the day the Contractor receives the appeal. (42 C.F.R. § 438.408(a) and (b)(2); BHIN 22-070.);

4) [Reserved]

5) Allow the member, their representative, or the legal representative of a deceased member's estate, to be included as parties to the appeal. (42 C.F.R. § 438.406(b)(6); BHIN 22-070.)

B. The Contractor shall notify the member, and/or their representative, of the resolution of the appeal in writing in a format and language that, at a minimum, meets applicable notification standards. (42 C.F.R. §§ 438.408(d)(2)(i), 438.408(e), 438.10; MHSUD IN 18-010E; BHIN 22-070.) The notice shall contain the following:

1) The results of the appeal resolution process (42 C.F.R. § 438.408(e)(1).);

2) The date that the appeal decision was made (42 C.F.R. § 438.408(e)(1).);

3) If the appeal is not resolved wholly in favor of the member, the notice shall also contain:

i. Information regarding the member's right to a State Hearing and the procedure for requesting a State Hearing, if the member has not already requested a State Hearing on the issue involved in the appeal; (42 C.F.R. § 438.408(e)(2)(i).) and

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ii. Information on the member's right to continue to receive benefits while the State Hearing is pending and how to request the continuation of benefits; (42 C.F.R. § 438.408(e)(2)(ii).)

6. Expedited Appeal Process

A. "Expedited Appeal" is an appeal used when the Contractor (for a request from the member) or the provider indicates (in making the request on the member's behalf or supporting the member's request) that taking the time for a standard resolution could seriously jeopardize the member's life, physical or mental health, or ability to attain, maintain, or regain maximum function. (42 C.F.R. § 438.410; BHIN 22-070.)

B. The Contractor's expedited appeal process shall, at a minimum:

1) Be used when the Contractor determines or the member and/or the member's provider certifies that taking the time for a standard appeal resolution could seriously jeopardize the member's life, physical or mental health or ability to attain, maintain, or regain maximum function. (42 C.F.R. § 438.410(a).)

2) Allow the member to file the request for an expedited appeal orally without requiring the member to submit a subsequent written, signed appeal. (42 C.F.R. § 438.402(c)(3)(ii).)

3) Ensure that punitive action is not taken against a provider who requests an expedited resolution or supports a member's expedited appeal. (42 C.F.R. § 438.410(b).)

4) [Reserved]

5) Resolve an expedited appeal as expeditiously as the member's health condition requires and no later than 72 hours after the day Contractor receives the appeal. (42 C.F.R. § 438.408(b)(3); BHIN 22-070.)

6) Provide a member with a written notice of the expedited appeal disposition and make reasonable efforts to provide oral notice to the member and/or their representative. The written notice shall meet the requirements of 9 C.C.R. section 1850.207(h) and Exhibit A Attachment 12 Section 5.B. (42 C.F.R. § 438.408(d)(2); 9 C.C.R. § 1850.207(h); BHIN 22-070.)

7) If the Contractor denies a request for an expedited appeal resolution, the Contractor shall:

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i. Transfer the expedited appeal request to the timeframe for standard resolution of no longer than 30 calendar days from the day the Contractor receives the appeal, as set forth above. (42 C.F.R. § 438.410(c)(1); BHIN 22-070.)

ii. Make reasonable efforts to give the member and their representative prompt oral notice of the denial of the request for an expedited appeal. Provide written notice of the decision and reason for the decision within two calendar days of the date of the denial, and inform the member of the right to file a grievance if they disagree with the decision. (42 C.F.R. § 438.410(c)(2); 42 C.F.R. § 438.408(c)(2).) The written notice of the denial of the request for an expedited appeal is not a Notice of Adverse Benefit Determination. (9 C.C.R. § 1810.230.5.)

7. Contractor Obligations Related to State Hearing

"State Hearing" means the hearing provided by the State to members pursuant to 22 C.C.R. §§ 50951 and 50953, and9 C.C.R. § 1810.216.6:

A. If a member requests a State Hearing, the Department shall grant the request. (42 C.F.R. § 431.220(a)(5).) The right to a State Hearing, how to obtain a hearing, and representation rules at a hearing must be explained to the member and provider by the Contractor in its notice of decision or Notice of Adverse Benefit Determination. (42 C.F.R. § 431.206(b); 42 C.F.R. § 431.228(b).) Members and providers shall also be informed of the following:

1) In general, a member may request a State Hearing only after receiving notice that the Contractor is upholding the adverse benefit determination. (42 C.F.R. § 438.408(f)(1).)

2) If the Contractor fails to adhere to notice and timing requirements under 42 C.F.R. section 438.408, the member is deemed to have exhausted the Contractor's appeals process, and the member may initiate a State Hearing. (42 C.F.R § 438.408(f)(1)(i); 42 C.F.R. § 438.402(c)(1)(i)(A); BHIN 22-070.)

3) The member, or a provider or authorized representative with the member's written consent, may request a State Hearing. (42 C.F.R. § 438.402(c)(1)(ii).)

B. The Contractor shall represent the Contractor's position in hearings, as defined in 42 C.F.R. section 438.408(f)(3) dealing with members' appeals of denials, modifications, deferrals or terminations of covered services, as applicable.

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C. The Contractor shall carry out the final decisions of the hearing process with respect to issues within the scope of the Contractor's responsibilities under this Contract.

D. Nothing in this section is intended to prevent the Contractor from pursuing any options available for appealing a hearing decision.

8. Expedited Hearing

"Expedited Hearing" means a hearing provided by the State, used when the Contractor determines, or the member or the member's provider certifies that following the 90-day timeframe for a State Hearing as established in 42 C.F.R. section 431.244(f)(1) would seriously jeopardize the member's life, health, or ability to attain, maintain, or regain maximum function. (42 C.F.R. § 431.244(f)(1); 42 C.F.R. § 438.410(a); 9 C.C.R. § 1810.216.4.)

9. Continuation of Services During Appeal; Effectuation of Decision from Appeal or State Hearing

A. Notwithstanding Title 9 C.C.R. section 1850.215, Contractor must automatically continue providing the disputed services to the member while the appeal and State Hearing are pending if all of the following conditions are met:

1) The member filed their appeal within the required timeframes set forth in 42 C.F.R. section 438.420;

2) The appeal involves the termination, suspension, or reduction of previously authorized Covered Services;

3) The disputed services were ordered by the member's provider; and

4) The period covered by the original authorization has not expired.

B. Services provided to a member while an appeal or State Hearing is pending must continue until one of the following occur: (42 C.F.R. §§ 438.420(c)(1)-(3), 438.408(d)(2)):

1) The member withdraws their request for an appeal or a State Hearing;

2) The member fails to request a State Hearing and continuation of disputed services within ten calendar days of when the NOABD was sent; or

3) The final State Hearing decision is adverse to the member.

C. Contractor must pay for disputed services if the member received the disputed services while the appeal or State Hearing was pending. (42

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C.F.R. § 438.420(d)). Contractor must ensure the member is not billed for services provided while the appeal or State Hearing is pending even if the State Hearing finds the disputed services were not medically necessary.

D. The Contractor shall authorize or provide the disputed services promptly, and as expeditiously as the member's health condition requires, but no later than 72 hours from the date the Contractor receives notice reversing the determination if the services were not furnished while the appeal or State Hearing was pending and if the Contractor or State Hearing officer reverses a decision to deny, limit, or delay services. (42 C.F.R. § 438.424(a).)

10. Provision of Notice of Adverse Benefit Determination

A. The Contractor shall notify the requesting provider within 24 hours, and give the member written notice as specified below, of any decision to deny a service authorization request, or to authorize a service in an amount, duration, or scope that is less than requested. (42 C.F.R. § 438.210(c); 42 C.F.R. § 438.404; BHIN 22-070.) The Contractor shall provide a member with a Notice of Adverse Benefit Determination (NOABD) under the circumstances defined in 42 C.F.R. § 438.400 under Adverse Benefit Determination.

B. The Contractor shall give members timely and adequate notice of an adverse benefit determination in writing and shall meet the language and format requirements of 42 Code of Federal Regulations part 438.10. (42 C.F.R. § 438.404(a); 42 C.F.R. § 438.10; BHIN 22-070.) The NOABD shall contain the items specified in 42 Code of Federal Regulations part 438.404 (b) and Cal. Code Regs., tit. 9, § 1850.212, and shall comply with the parameters specified below, regardless of whether the NOABD pertains to covered services.

1) When the denial or modification involves a request from a provider for continued Contractor payment authorization of a service or when the Contractor reduces or terminates a previously approved Contractor payment authorization, notice shall be provided in accordance with 22 C.C.R. § 51014.1. (9 C.C.R. § 1850.210(a)(1).)

2) A NOABD is not required when a denial is a non-binding verbal description to a provider of the services that may be approved by the Contractor. (9 C.C.R. § 1850.210(a)(2).)

3) Except as provided below, a NOABD is not required when the denial or modification is a denial or modification of a request for the Contractor payment authorization for a service that has already been provided to the member. (9 C.C.R. § 1850.210(a)(4).)

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4) A NOABD is required when the Contractor denies or modifies a payment authorization request from a provider for a service that has already been provided to the member when the denial or modification is a result of post-service, prepayment determination by the Contractor that the service was not medically necessary or otherwise was not a service covered by the Contractor. (9 C.C.R. § 1850.210(b).)

5) The Contractor shall deny the Contractor payment authorization request and provide the member with a NOABD when the Contractor does not have sufficient information to approve or modify, or deny on the merits, a Contractor payment authorization request from a provider within the timeframes required by 9 C.C.R. Sections 1820.220 or 1830.215. (9 C.C.R. § 1850.210(c).)

6) [Reserved]

7) The Contractor shall provide a member with a NOABD when the Contractor or its providers determine that the criteria for access to services have not been met and that the member is not entitled to any SMHS or SUD services from the Contractor. The NOABD shall, at the election of the Contractor, be hand-delivered to the member on the date of the Adverse Benefit Determination or mailed to the member in accordance with 9 C.C.R. section 1850.210(f)(1), and shall specify the information contained in 9 C.C.R. section 1850.212(b). (9 C.C.R. § 1850.210(g).)

8) For the purpose of this Attachment, each reference to a Medi-Cal managed care plan in 22 C.C.R. section 51014.1, shall mean the Contractor. (9 C.C.R. § 1850.210(h).)

9) For the purposes of this Attachment, “medical service”, as used in 22 C.C.R. section 51014.1, shall mean covered services that are subject to prior authorization by a Contractor pursuant to 9 C.C.R. sections 1820.100 and 1830.100. (9 C.C.R. § 1850.210(i).)

C. The Contractor shall retain copies of all Notices of Adverse Benefit Determination issued to members under this Section in a centralized file accessible to the Department. The Department shall engage in random reviews of the Contractor and its contracted providers and subcontractors to ensure that they are notifying members in a timely manner (9 C.C.R. § 1850.210(j).)

D. The Contractor shall allow the State to engage in reviews of the Contractor’s records pertaining to Notices of Adverse Benefit

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Determination so the Department may ensure that the Contractor is notifying members in a timely manner.

11. Contents and Timing of NOABD

A. The Contractor shall include the following information in the NOABD, regardless of whether the NOABD pertains to SMHS or SUD services:

1) The adverse benefit determination the Contractor has made or intends to make; (42 C.F.R. § 438.404(b)(1).)

2) The reason for the adverse benefit determination, including the right of the member to be provided upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to the member's adverse benefit determination. Such information includes criteria to access SMHS and/or SUD services, and any processes, strategies, or evidentiary standards used in setting coverage limits; (42 C.F.R. § 438.404(b)(2).)

3) Citations to the regulations or Contractor payment authorization procedures supporting the adverse benefit determination; (9 C.C.R. § 1850.212(a)(3).)

4) The member's right to file, and procedures for exercising, an appeal or expedited appeal with the Contractor, including information about exhausting the Contractor's one level of appeal and the right to request a State Hearing after receiving notice that the adverse benefit determination is upheld; (42 C.F.R. § 438.404(b)(3)-(b)(4).)

5) The circumstances under which an appeal process can be expedited and how to request it; (42 C.F.R. § 438.404(b)(5).)

6) The member's right to have benefits continue pending resolution of the appeal, how to request that benefits be continued, and that the member shall not be held liable for the cost of the benefits if the hearing decision upholds the Contractor's adverse benefit determination.

7) Information about the member's right to request a State Hearing or an expedited State Hearing, including:

i. The method by which a hearing may be obtained; (9 C.C.R. § 1850.212(a)(5)(A).)

ii. A statement that the member may be either self-represented, or represented by an authorized third party

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such as legal counsel, a relative, friend, or any other person; (9 C.C.R. § 1850.212(a)(5)(B).)

iii. An explanation of the circumstances under which a covered service will be continued if a State Hearing is requested; (9 C.C.R. § 1850.212(a)(5)(C).) and

iv. The time limits for requesting a State Hearing or an expedited State Hearing. (9 C.C.R. § 1850.212(a)(5)(D).)

B. The Contractor shall mail the NOABD within the following timeframes, regardless of whether the NOABD pertains to SMHS or SUD services:

1) For termination, suspension, or reduction of previously authorized Medi-Cal covered services, at least 10 days before the date of action. (42 C.F.R. § 438.404(c)(1); 42 C.F.R. § 431.211.) The Contractor shall mail the NOABD in as few as 5 days prior to the date of action if the Contractor has facts indicating that action should be taken because of probable fraud by the member, and the facts have been verified, if possible, through secondary sources. (42 C.F.R. § 438.404(c)(1); 42 C.F.R. §.431.214.)

2) For denial of payment, at the time of any action affecting the claim. (42 C.F.R. § 438.404(c)(2).)

3) For standard service authorizations that deny or limit services, as expeditiously as the member's condition requires not to exceed the time limits below. (42 C.F.R. § 438.404(c)(3); 42 C.F.R. § 438.210(d)(1)(i).)

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

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

4) [Reserved]

5) [Reserved]

6) [Reserved]

7) The Contractor shall give notice on the date that the timeframes expire, when service authorization decisions are not reached within the applicable timeframes for either standard or expedited service authorizations. (42 C.F.R. § 438.404(c)(5).)

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8) If a provider indicates, or the Contractor determines, that following the standard service authorization timeframe could seriously jeopardize the member's life or health or their ability to attain, maintain, or regain maximum function, the Contractor must make an expedited service authorization decision and provide notice as expeditiously as the member's health condition requires and no later than 72 hours after receipt of the request for service. (42 C.F.R. § 438.404(c)(6); 42 C.F.R. 438.210(d)(2)(i).)

9) [Reserved]

10) The Contractor shall deposit the NOABD with the United States Postal Service in time for pick-up on the date that the applicable timeframe expires. (9 C.C.R. § 1850.210(f).)

C. The Adverse Benefit Determination shall be effective on the date of the NOABD and the Contractor shall mail the NOABD by the date of adverse benefit determination when any of the following occur:

1) The death of a member; (42 C.F.R. § 431.213(a).)

2) Receipt of a signed written member statement requesting service termination or giving information requiring termination or reduction of services, provided the member understands that this will be the result of supplying that information; (42 C.F.R. § 431.213(b)(1)-(b)(2).)

3) The member's admission to an institution where they are ineligible for further services; (42 C.F.R. § 431.213(c).)

4) The member's whereabouts are unknown, and mail directed to them has no forwarding address; (42 C.F.R. § 431.213(d).)

5) Notice that the member has been accepted for Medicaid services by another local jurisdiction; (42 C.F.R. § 431.213(e).)

6) A change in the member's physician's prescription for the level of medical care; (42 C.F.R. § 431.213(f).) or

7) The notice involves an adverse determination with regard to preadmission screening requirements of § 1919(e)(7) of the Act. (42 C.F.R. § 431.213(g).)

8) The transfer or discharge from a facility will occur in an expedited fashion. (42 C.F.R. § 431.213(h).)

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12. {SMHS, DMC-ODS, and Integrated DMC/SMHS Contracts} Annual Grievance and Appeal Report

The Contractor is required to submit to the Department a report that summarizes member grievances, appeals and expedited appeals, for members receiving either SMHS or SUD services, in accordance with BHIN 22-036, filed from July 1 of the previous year through June 30 of that year by September 1 of each year. The report shall include the total number of grievances, appeals and expedited appeals by type, by subject areas established by the Department, and by disposition. (42 C.F.R. § 438.66(e).)

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1. General Requirements

A. {SMHS and DMC-ODS only} As a condition for receiving payment under a Medi-Cal managed care program, the Contractor shall comply with the provisions of 42 C.F.R. sections 438.604, 438.606, 438.608, and 438.610. (42 C.F.R. § 438.600(b)).

B. {SMHS and DMC-ODS only} The Department shall ensure that the Contractor is not located outside of the United States. (42 C.F.R. § 438.602(i)).

C. {DMC only} The Contractor is responsible for ensuring program integrity of its DMC services and its contracted providers through a system of oversight.

1) Contractor shall comply with the monitoring and reporting obligations under this Contract, as well as state and federal law and regulations, including, but not limited to:

i. 42 CFR §§ 431.800 et seq., 433.51, 438.10, 438.320, 438.416, 438.206, 440.230, 440.260, 455 et seq., 456 et seq., 456.23;

ii. 22 C.C.R.. §§ 51490, 51490.1, 51159;

iii. W&I Code §§ 14124.1, 14124.2.

2) Contractor shall certify the DMC claims submitted to DHCS represent claims eligible for FFP and attest that the submitted claims have been subject to review and verification process for accuracy and legitimacy (42 CFR §§ 430.30, 433.32, and 433.51). The Contractor shall not knowingly submit claims for services rendered to any member after the member's date of death, or from unenrolled or disenrolled providers.

2. Periodic Audits

Contractor shall be subject to an independent audit of the accuracy, truthfulness, and completeness of the encounter and financial data submitted by, or on behalf of, the Contractor. The audit shall occur no less frequently than once every three years. Contractor shall comply with BHIN 23-044 and subsequently issued BHINs that supersede BHIN 23-044. The Department or its contractor shall conduct the audit. (42 C.F.R. § 438.602(e)).

3. {SMHS and DMC-ODS only} Excluded Providers

A. The Contractor shall screen and periodically revalidate all network providers that have not enrolled in Medi-Cal pursuant to 42 C.F.R. §

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455.410(b), in accordance with the requirements of 42 C.F.R. part 455, subparts B and E. (42 C.F.R. §§ 438.602(b), 438.608(b)).

B. Consistent with the requirements of 42 CC.F.R. § 455.436, the Contractor must confirm the identity and determine the exclusion status of all network providers that have not enrolled in Medi-Cal pursuant to 42 C.F.R. § 455.410(b), and any subcontractor, or who is an agent or managing employee of the Contractor, through routine checks of Federal and State databases. This includes the Social Security Administration's Death Master File, the National Plan and Provider Enumeration System (NPPES), the Office of Inspector General's List of Excluded Individuals/Entities (LEIE), the System for Award Management (SAM), as well as the Department's Medi Cal Suspended and Ineligible Provider List (S & I List). (42 C.F.R. § 438.602(d)).

C. If the Contractor finds a party that is excluded, it must promptly notify the Department, as specified in Exhibit A, Attachment 8, Section 11 above, and the Department will take action consistent with 42 C.F.R. section 438.610(d). (42 C.F.R. § 438.608(a)(2) and (4)). The Contractor shall not certify or pay any excluded provider with Medi-Cal funds, and any such inappropriate payments or overpayments may be subject to recovery and/or be the basis for other sanctions by the appropriate authority.

4. {SMHS and DMC-ODS only} Compliance Program

A. The Contractor must report fraud and abuse information to the Department. (42 C.F.R. § 438.608(a)(7).)

B. The Contractor, or any subcontractor, to the extent that the subcontractor is delegated responsibility by the Contractor for coverage of services and payment of claims under this Contract, shall implement and maintain a compliance program designed to detect and prevent fraud, waste and abuse that must include:

1) Written policies, procedures, and standards of conduct that articulate the organization's commitment to comply with all applicable requirements and standards under the Contract, and all applicable Federal and state requirements.

2) A Compliance Officer (CO) who is responsible for developing and implementing policies, procedures, and practices designed to ensure compliance with the requirements of the Contract and who reports directly to the Behavioral Health Director and Board of Supervisors, or CEO and the Board of Directors (BoD).

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3) A Regulatory Compliance Committee (RCC) on the BoD and at the senior management level charged with overseeing the organization's compliance program and its compliance with the requirements under the Contract.

4) A system for training and education for the CO, the organization's senior management, and the organization's employees for the federal and state standards and requirements under the Contract.

5) Effective lines of communication between the CO and the organization's employees.

6) Enforcement of standards through well-publicized disciplinary guidelines.

7) The establishment and implementation of procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they are raised, investigation of potential compliance problems as identified in the course of self-evaluation and audits, correction of such problems promptly and thoroughly (or coordination of suspected criminal acts with law enforcement agencies) to reduce the potential for recurrence, and ongoing compliance with the requirements under the Contract. (42 C.F.R. § 438.608 (a)(1)).

5. {SMHS and DMC-ODS only} Fraud Reporting Requirements

A. The Contractor, or any subcontractor, to the extent that the subcontractor is delegated responsibility by the Contractor for coverage of services and payment of claims under this Contract, shall implement and maintain arrangements or procedures designed to detect and prevent fraud, waste and abuse that include prompt reporting to the Department's Medi-Cal Behavioral Health Program Integrity Unit at bhpiu@dhcs.ca.gov about the following:

1) Any potential fraud, waste, or abuse. (42 C.F.R. § 438.608(a)(7)).

2) All overpayments identified or recovered, specifying the overpayments due to potential fraud. (42 C.F.R. § 438.608 (a)(2)). Contractor shall comply with the overpayment recovery provisions in Exhibit A, Attachment 3, Section 6 ("Recovery of Overpayments").

3) Information about changes in a member's circumstances that may affect the member's eligibility including changes in the member's residence or the death of the member. (42 C.F.R. § 438.608 (a)(3)).

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4) Information about a change in a network provider's circumstances that may affect the network provider's eligibility to participate in the managed care program, including the termination of the provider agreement with the Contractor. (42 C.F.R. § 438.608(a)(4)).

B. If the Contractor identifies an issue or receives notification of a complaint concerning an incident of potential fraud, waste or abuse, in addition to notifying the Department, the Contractor shall conduct an internal investigation to determine the validity of the issue/complaint, and develop and implement corrective action, if needed.

C. The Contractor shall implement and maintain written policies for all employees of the Contractor, and of any subcontractor or agent, that provide detailed information about the False Claims Act and other Federal and state laws, including information about rights of employees to be protected as whistleblowers. (42 C.F.R. § 438.608 (a)(6)).

6. Suspension of Provider Payments

A. If a provider is under investigation by DHCS or any other state, local or federal law enforcement agency for fraud or abuse, DHCS may temporarily suspend the provider pursuant to W&I Code sections 14043.36(a). DHCS may also issue a payment suspension to a provider pursuant to W&I Code § 14107.11 and 42 C.F.R. section 455.23.

1) {SMHS and DMC-ODS only} The Contractor shall implement and maintain arrangements or procedures that include providing for the Contractor's suspension of payments to a contracted provider for which there is a credible allegation of fraud. (42 C.F.R. §§ 455.23 and 438.608 (a)(8)).

B. Information about a provider's administrative sanction status is confidential until such time as the action is either completed or resolved.

1) {DMC and DMC-ODS only} With respect to DMC providers, Contractor shall execute the Confidentiality Agreement, attached as Document 5A. The Confidentiality Agreement permits DHCS to communicate with Contractor concerning contracted DMC providers that are subject to administrative sanctions.

7. {SMHS and DMC-ODS only} Service Verification

Pursuant to 42 C.F.R. section 438.608(a)(5), the Contractor, and/or any subcontractor, to the extent that the subcontractor is delegated responsibility by the Contractor for coverage of services and payment of claims under this Contract, shall implement and maintain arrangements or procedures designed to detect and prevent fraud, waste and abuse that include provisions to verify, by

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sampling or other methods, whether services that have been represented to have been delivered by network providers were received by members and the application of such verification processes on a regular basis. (42 C.F.R. § 438.608 (a)(5)).

8. {SMHS and DMC-ODS only} Disclosures

A. Disclosure of 5% or More Ownership Interest:

1) Pursuant to 42 C.F.R. section 455.104, Medicaid managed care entities must disclose certain information related to persons who have an ownership or control interest in the managed care entity, as defined in 42 C.F.R. section 455.101. The parties hereby acknowledge that because the Contractor is a political subdivision of the State of California, there are no persons who meet such definition and therefore there is no information to disclose.

i. In the event that, in the future, any person obtains an interest of 5% or more of any mortgage, deed of trust, note or other obligation secured by Contractor, and that interest equals at least 5% of Contractor's property or assets, then the Contractor will make the disclosures set forth in this section, and subsection 2(a), below.

ii. The Contractor will disclose the name, address, date of birth, and Social Security Number of any managing employee, as that term is defined in 42 C.F.R. section 455.101. For purposes of this disclosure, Contractor may use the business address for any member of its Board of Supervisors.

iii. The Contractor shall provide any such disclosure upon execution of this Contract, upon its extension or renewal, and within 35 days after any change in Contractor ownership or upon request of the Department.

2) The Contractor shall ensure that its subcontractors and network providers submit the disclosures below to the Contractor regarding the network providers' and subcontractors (disclosing entities') ownership and control.

i. The Contractor's providers must submit disclosures to the Contractor upon submitting the provider application, before entering into a provider agreement with Contractor, before renewing a provider agreement with Contractor and within 35 days after any change in the subcontractor/network provider's ownership, annually and upon request during the

re-validation of enrollment process under 42 C.F.R. section 455.104. The information included in the disclosures shall be current as of the time submitted.

ii. {DMC-ODS only} For providers of SUD services, these disclosures shall be provided through the DMC certification process as described in Exhibit A, Attachment. 8, Section 9.

iii. Disclosures to be Provided:

a. The name and address of any person (individual or corporation) with an ownership or control interest in the network provider. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address;

b. Date of birth and Social Security Number (in the case of an individual);

c. Other tax identification number in the case of a corporation with an ownership or control interest in the disclosing entity (or fiscal agent or managed care entity) or in any subcontractor in which the disclosing entity (or fiscal agent or managed care entity) has a 5 percent or more interest;

d. Whether the person (individual or corporation) with an ownership or control interest in the Contractor's network provider is related to another person with ownership or control interest in the same or any other network provider of the Contractor as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the disclosing entity (or fiscal agent or managed care entity) has a 5 percent or more interest is related to another person with ownership or control interest in the managed care entity as a spouse, parent, child, or sibling;

e. The name of any other disclosing entity (or fiscal agent or managed care entity) in which the Contractor, subcontractor, or network provider has an ownership or control interest; and

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f. The name, address, date of birth, and Social Security Number of any managing employee of the managed care entity.

3) For each provider in Contractor's provider network, the Contractor shall provide the Department with all disclosures before entering into a network provider contract with the provider and annually thereafter and upon request from the Department during the re-validation of enrollment process under 42 C.F.R. section 455.104.

4) FFP shall be withheld from the Contractor if it fails to disclose ownership or control information as required by this section. (42 C.F.R. § 455.104(f)).

B. Disclosures Related to Business Transactions – the Contractor must submit disclosures and updated disclosures to the Department or HHS including information regarding certain business transactions within 35 days, upon request.

1) The following information must be disclosed:

i. The ownership of any subcontractor with whom the Contractor has had business transactions totaling more than $25,000 during the 12-month period ending on the date of the request; and

ii. Any significant business transactions between the Contractor and any wholly owned supplier, or between the Contractor and any subcontractor, during the 5-year period ending on the date of the request.

iii. The Contractor must obligate Network Providers to submit the same disclosures regarding network providers as noted under subsection 1(a) and (b) within 35 days upon request.

C. Disclosures Related to Persons Convicted of Crimes

1) The Contractor shall submit the following disclosures to the Department regarding the Contractor's management:

i. The identity of any person who has an ownership interest in or is a managing employee of the Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1) and (2)).

ii. The identity of any person who is an agent of the Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1) and (2)). For this

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purpose, the word "agent" has the meaning described in 42 C.F.R. section455.101.

2) The Contractor shall supply the disclosures before entering into the Contract and at any time upon the Department‘s request.

3) Network providers should submit the same disclosures to the Contractor regarding the network providers’ owners, persons with controlling interest, agents, and managing employees’ criminal convictions. Network providers shall supply the disclosures before entering into the contract and at any time upon the Department’s request.

9. Contractor Monitoring of Contracted Providers

A. Contractor shall conduct ongoing monitoring of contracted providers (except out-of-network providers, if applicable) for compliance with the terms of this contract.

1) {Standalone DMC and DMC-ODS Contracts only}

i. The Contractor shall conduct, at least annually (i.e., every 12-months), a programmatic and utilization review of DMC providers to assure covered services are being appropriately rendered. The annual review shall include an on-site visit of the DMC provider. Reports of the annual review shall be provided to DHCS’ County/Provider Operations and Monitoring Branch at:

DHCS
Medi-Cal Behavioral Health Division
1501 Capitol Avenue, MS# 2621
Sacramento, CA 95814
Or by using a Secure Managed File Transfer system specified by DHCS.

ii. The review reports shall be provided to DHCS within 14 calendar days of completion by the Contractor.

2) {Integrated Contracts only}

i. Contractor must, at a minimum: (42 C.F.R. § 438.214(e))

a. Monitor compliance for each provider on an annual basis; and

b. Perform on-site monitoring at least once every three years for each organizational provider. (No on-site

reviews are required for individual SMHS practitioners who contract directly with the Contractor.)

ii. If a provider contracts with multiple Medi-Cal behavioral health contractors, Contractor may rely on a timely review completed by another Medi-Cal behavioral health contractor.

iii. Contractor shall submit a copy of their monitoring and audit reports to DHCS within two weeks of issuance. Reports should be sent by using a Secure Managed File Transfer system specified by DHCS.

B. {Integrated Contracts only} If the Contractor identifies deficiencies or areas for improvement in a contracted provider's performance, the Contractor and the contracted provider shall take corrective action. For any identified compliance deficiencies, the Contractor shall submit to DHCS a Contractor-approved corrective action plan (CAP) for the contracted provider.(42 C.F.R. § 438.214(e))

1) The CAP shall include:

i. A description of corrective actions that will be taken by the Contractor to address findings, including actions required of contracted providers when applicable, and incremental milestones the Contractor will achieve in order to reach full compliance;

ii. The timeline for implementation and/or completion of corrective actions;

iii. Proposed evidence of correction that will be submitted to DHCS;

a. If the Contractor has evidence to support correction at the time the CAP is due, the Contractor shall submit the actual evidence of correction to DHCS.

iv. A mechanism for monitoring the effectiveness of corrective actions over time; and

v. Behavioral Health Director or designee (e.g., compliance administrator) name, and the date of their approval of the CAP.

2) The Contractor shall submit the Contractor-approved provider CAP to DHCS for approval using a Secure Managed File Transfer system specified by DHCS.

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3) DHCS will provide an Acknowledgement Letter within five business days to the Contractor with a copy to the provider. If DHCS does not approve the CAP, DHCS shall provide guidance on the deficient areas. Contractor shall submit an updated CAP to DHCS using a Secure Managed File Transfer system specified by DHCS., with a copy to the provider.

4) The Contractor shall monitor and attest compliance and/or completion by providers with CAP requirements, including as required by any PSPP review. The Contractor shall attest to DHCS, using the form developed by DHCS, that the requirements in the CAP have been completed by the Contractor and/or the provider. Submission of DHCS Form 8049 by Contractor shall be accomplished within the timeline specified in the approved CAP, as noticed by DHCS.

C. {DMC only} The Contractor shall, on a monthly basis, monitor the status of all contracted providers to ensure they maintain active enrollment in the DMC program and to check for triggering recertification events. The Contractor shall notify DHCS PED by e-mail at DHCSDMCRecert@dhcs.ca.gov within five business days of learning any of the following, whether during the monthly monitoring or following notice from the contracted provider:

1) A contracted provider's license, registration, certification, or approval to operate an SUD program or provide a covered service is revoked, suspended, modified, or not renewed by entities other than DHCS;

2) A contracted provider surrenders its certification or closes its facility; or

3) A contracted provider has a triggering recertification event, including but not limited to change in ownership, change in scope of services, remodeling of facility, or change in location.

10. {DMC and DMC-ODS only} State Monitoring - Postservice Postpayment and Postservice Prepayment Utilization Reviews

A. DHCS shall conduct Postservice Postpayment and Postservice Prepayment Utilization Reviews of the contracted DMC-Certified Providers to determine whether the services were provided in accordance with. as applicable, Exhibit A, Attachment 2C, Section 22 (DMC-ODS: "Requirements for Services"), or Attachment 2E, Section 8 (DMC: "Requirements for Provider Contracts and Subcontracts"). DHCS shall issue the PSPP report to the Contractor with a copy to the provider. The

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Contractor shall be responsible for their contracted providers and Contractor-operated programs to ensure any deficiencies are remediated pursuant to subsection B, below.

B. The Department shall recover payments made if Postservice Postpayment Utilization Review uncovers evidence that the claim(s) should not have been paid, services have been improperly utilized, or requirements cited above in subsection A were not met.

1) All deficiencies identified by PSPP reports, whether or not a recovery of funds results, shall be corrected and the Contractor shall submit a Contractor-approved CAP. The CAP shall be submitted using a Secure Managed File Transfer system specified by DHCS within 60 days of the date of the PSPP report.

2) {Integrated Contracts only} Contractor shall comply with the CAP procedures described above in Section 9.C. The Contractor shall attest the deficiencies have been remediated and are complete, pursuant to section 9, above.

3) {Standalone DMC and DMC-ODS Contracts only}

i. The CAP shall:

a. Be documented on the DHCS CAP template

b. Provide a specific description of how the deficiency shall be corrected

c. Identify the title of the individual(s) responsible for:

d. Correcting the deficiency

e. Ensuring on-going compliance

f. Provide a specific description of how the provider will ensure on-going compliance.

g. Specify the target date of implementation of the corrective action.

ii. DHCS shall provide written approval of the CAP to the Contractor with a copy to the subcontractor. If DHCS does not approve the CAP, DHCS will provide guidance on the deficient areas and request an updated CAP. The subcontractor shall revise the CAP and submit it to the Contractor for review and approval. The Contractor shall submit a revised Contractor-approved CAP to DHCS within 30 days of the DHCS notification.

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iii. If the subcontractor does not submit an initial or revised CAP to the Contractor, or does not implement the approved CAP provisions within the designated timeline, then DHCS may withhold funds from the Contractor until the subcontractor is in compliance. DHCS shall inform the Contractor when funds will be withheld.

iv. The Contractor shall monitor and attest compliance and/or completion by subcontractors with CAP requirements as required by any PSPP review. The Contractor shall attest to DHCS, using the form developed by DHCS, that the requirements in the CAP have been completed by subcontractor. Submission of DHCS Form 8049, as identified in this section, by the Contractor shall be accomplished within the timeline specified in the approved CAP, as noted by DHCS.

C. The Contractor may appeal demands for recovery of payment and/or programmatic deficiencies of specific claims. Such appeals shall be handled as follows:

1) Requests for first-level appeals:

i. The Contractor shall initiate action by submitting a letter to DHCS:

a. Behavioral Health Compliance Section Chief Medical Review Branch, Audits and Investigations Division DHCS PO Box 997413, MS 2621 Sacramento, CA 95899-7413

ii. The Contractor shall submit the letter on the official stationery of the Contractor and it shall be signed by an authorized representative of the Contractor.

iii. The letter shall identify the specific claim(s) involved and describe the disputed (in) action regarding the claim.

a. The letter shall be submitted to the address listed in subsection (a) above within 90 calendar days from the date the Contractor received written notification of the decision to disallow claims.

b. The Department shall acknowledge Contractor letter within 15 calendar days of receipt.

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c. The Department shall inform the Contractor of the Department's decision and the basis for the decision within 15 calendar days after the Department's acknowledgement notification. The Department shall have the option of extending the decision response time if additional information is required from the Contractor. The Contractor will be notified if the Department extends the response time limit.

D. A Contractor may initiate a second level appeal to the Office of Administrative Hearings and Appeals (OAHA).

1) The second level process may be pursued only after complying with first-level procedures and only when:

i. The Department has failed to acknowledge the grievance or complaint within 15 calendar days of its receipt, or

ii. The Contractor is dissatisfied with the action taken by the Department where the conclusion is based on the Department's evaluation of the merits.

2) The second-level appeal shall be submitted to the Office of Administrative Hearings and Appeals within 30 calendar days from the date the Department failed to acknowledge the first-level appeal or from the date of the Department's first-level appeal decision letter.

3) All second-level appeals made in accordance with this section shall be directed to:

Office of Administrative Hearings and Appeals (OAHA)
3831 N. Freeway Blvd., Suite 200
Sacramento, CA 95834

4) In referring an appeal to the OAHA, the Contractor shall submit all of the following:

i. A copy of the original written appeal sent to the Department.

ii. A copy of the Department's Audit Report to which the appeal applies. If received by the Contractor, a copy of the Department's specific finding(s), and conclusion(s) regarding the appeal with which the Contractor is dissatisfied.

E. The appeal process listed here shall not apply to those grievances or complaints arising from the financial findings of an audit or examination made by or on behalf of DHCS pursuant to Exhibit B.

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F. The Department shall monitor the contracted provider's compliance with Contractor utilization review requirements. The federal government may also review the existence and effectiveness of DHCS' utilization review system.

G. Contractor shall, at a minimum, implement and maintain compliance with the requirements described in Exhibit A, Attachment 2C, Section 22 for the purposes of reviewing the utilization, quality, and appropriateness of covered services and ensuring that all applicable Medi-Cal requirements are met.

H. Contractor shall ensure that contracted provider sites keep a record of the members/patients being treated at that location.

11. {DMC and DMC-ODS only} Reporting Complaints

A. All complaints received by the Contractor regarding a DMC-Certified provider shall be forwarded to DHCS using a Secure Managed File Transfer system specified by DHCS within two business days of completion.

B. {DMC-ODS only} Complaints for Residential Adult Alcoholism or Drug Misuse Recovery or Treatment Facilities, and counselor complaints may be made by using the Complaint Form, which is available and may be submitted online: http://www.dhcs.ca.gov/individuals/Pages/Sud-Complaints.aspx.

C. {DMC only} Report suspected Medi-Cal Fraud to DHCS's Program Integrity Unit at bhpiu@dhcs.ca.gov

D. {DMC only} Complaints for licensed, adult alcoholism or drug misuse recovery or treatment facilities, or Alcohol and/or Other Drug (AOD) Certified Treatment Facilities shall be addressed to:

Department of Health Care Services
Licensing and Certification Division
P.O Box 997413., MS# 2601
Sacramento, CA 95899-7413
Email: SUDcomplaints@dhcs.ca.gov
Public Number: (916) 322-2911
Toll Free Number: (877) 685-8333

The Complaint Form is available and can be submitted online at: http://www.dhcs.ca.gov/individuals/Pages/Sud-Complaints.aspx.

Exhibit A – Attachment 13
PROGRAM INTEGRITY

The Contractor shall be responsible for investigating complaints and providing the results of all investigations to DHCS using a Secure Managed File Transfer system specified by DHCS.

Exhibit A – Attachment 14
REPORTING REQUIREMENTS

1. {SMHS and DMC-ODS only} Data Submission/ Certification Requirements

A. The Contractor shall submit any data, documentation, or information relating to the performance of the entity's obligations as required by the State or the United States Secretary of Health and Human Services. (42 C.F.R. § 438.604(b).) The individual who submits this data to the state shall concurrently provide a certification, which attests, based on best information, knowledge and belief that the data, documentation and information is accurate, complete and truthful. (42 C.F.R. § 438.606(b) and (c).) The data, documentation, or information submitted to the state by the Contractor shall be certified by one of the following:

1) The Contractor's Chief Executive Officer (CEO).

2) The Contractor's Chief Financial Officer (CFO).

3) An individual who reports directly to the CEO or CFO with delegated authority to sign for the CEO or CFO so that the CEO or CFO is ultimately responsible for the certification. (42 C.F.R. § 438.606(a).)

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

The Contractor shall submit encounter data to the Department at a frequency and level specified by the Department and CMS, including as specified in Exhibit A, Attachment 4, Section 2. (42 C.F.R. § 438.242(c)(2).)

3. [Reserved]

4. Network Adequacy and Timely Access

The Contractor shall submit, in a manner and format determined by the Department, documentation to demonstrate compliance with the Department's requirements for availability and accessibility of services, including the adequacy of the provider network, as described in Exhibit A, Attachment 8. (42 C.F.R. § 438.604(a)(5).)

5. {SMHS and DMC-ODS only} Information on Ownership and Control

The Contractor shall submit for state review information on ownership and control for the Contractor, subcontractors, and network providers, as described in 42 C.F.R. section 455.104 and Exhibit A, Attachment 13, Section 8. (42 C.F.R § 438.604(a)(6).)

6. {SMHS and DMC-ODS only} Annual Report of Overpayment Recoveries

The Contractor shall submit an annual report of overpayment recoveries in a manner and format determined by the Department. (MHSUDS IN 19-034; 42 C.F.R §§ 438.604(a)(7), 438.608(d)(3).)

Exhibit A – Attachment 14
REPORTING REQUIREMENTS

7. {SMHS and DMC-ODS only} Performance Data

A. In an effort to improve the performance of the State's managed care program, in accordance with 42 C.F.R. section 438.66(c), the Contractor will submit the following to the Department (42 C.F.R. § 438.604(b).):

1) Enrollment data;

2) Member grievance and appeal logs;

3) Provider complaint and appeal logs;

4) The results of any member satisfaction survey;

5) The results of any provider satisfaction survey;

6) Performance on required quality measures;

7) Medical management committee reports and minutes;

8) The Contractor's annual quality improvement plan;

9) Audited financial and encounter data; and

10) Customer service performance data.

B. The Contractor shall cooperate with DHCS to provide and report quality measures per the 1915(b) Special Terms and Conditions and the Comprehensive Quality Strategy.

8. Parity in Mental Health and Substance Use Disorder Services

The Contractor shall submit to the Department, upon request, any policies and procedures or other documentation necessary for the State to establish and demonstrate compliance with 42 C.F.R. part 438, subpart K, regarding parity in mental health and substance use disorder benefits.

9. {DMC and DMC-ODS only} Additional Reporting Requirements Regarding SUD Services

A. California Outcomes Measurement System (CalOMS) for Treatment (CalOMS-Tx)

1) Contractor shall comply with the CalOMS-Tx data collection system requirements for submission of CalOMS-Tx data or contract with a software vendor that complies with this requirement. If applicable, a Business Associate Agreement (BAA) shall be established between the Contractor and the software vendor. The BAA shall state that DHCS is allowed to return the processed CalOMS-Tx data to the vendor that supplied the data to DHCS.

Exhibit A – Attachment 14
REPORTING REQUIREMENTS

2) Contractor shall conduct information technology (IT) systems testing and pass state certification testing before commencing submission of CalOMS-Tx data. If the Contractor subcontracts with vendor for IT services, Contractor is responsible for ensuring that the subcontracted IT system is tested and certified by the DHCS prior to submitting CalOMS-Tx data. If Contractor changes or modifies the CalOMS-Tx IT system, then Contractor shall re-test and pass state re-certification prior to submitting data from new or modified system.

3) Electronic submission of CalOMS-Tx data shall be submitted by Contractor within 45 days from the end of the last day of the report month.

4) Contractor shall comply with data collection and reporting requirements established by the DHCS CalOMS-Tx Data Collection Guide (Document 3J), all former Department of Alcohol and Drug Programs Bulletins, and all applicable DHCS Information Notices relevant to CalOMS-Tx data collection and reporting requirements, including BHIN 24-030.

5) Contractor shall submit CalOMS-Tx admission, discharge, annual update, resubmissions of records containing errors or in need of correction, and “provider no activity” report records in an electronic format approved by DHCS.

6) Contractor shall comply with the CalOMS-Tx Data Compliance Standards established by DHCS identified in (Document 3S) for reporting data content, data quality, data completeness, reporting frequency, reporting deadlines, and reporting method.

7) Contractor shall participate in CalOMS-Tx informational meetings, trainings, and conference calls.

8) Contractor shall implement and maintain a system for collecting and electronically submitting CalOMS-Tx data.

9) Contractor shall meet the requirements as identified in Exhibit F, Business Associate Addendum and Exhibit F, Attachment I – Social Security Administration Agreement.

B. CalOMS-Tx General Information.

1) If the Contractor experiences system or service failure or other extraordinary circumstances that affect its ability to timely submit CalOMS-Tx data, and or meet other CalOMS-Tx compliance requirements, Contractor shall report the problem in writing by

Exhibit A – Attachment 14
REPORTING REQUIREMENTS

secure, encrypted e-mail to DHCS at: ITServiceDesk@dhcs.ca.gov, before the established data submission deadlines. The written notice shall include a remediation plan that is subject to review and approval by DHCS. A grace period of up to 60 days may be granted, at DHCS' sole discretion, for the Contractor to resolve the problem before non-DMC payments are withheld.

2) If DHCS experiences system or service failure, an extension equal to the number of business days of the system or service failure shall be granted for the Contractor's late data submission.

3) Contractor shall comply with the treatment data quality standards established by DHCS. Failure to meet these standards on an ongoing basis may result in withholding DMC funds.

4) If the Contractor submits data after the established deadlines, due to a delay or problem, the Contractor shall still be responsible for collecting and reporting data from time of delay or problem.

C. Drug and Alcohol Treatment Access Report (DATAR).

1) The Contractor shall be responsible for ensuring that all contracted providers submit a monthly DATAR report in an electronic copy format as provided by DHCS.

2) The Contractor shall ensure that perinatal treatment providers who reach or exceed 90 percent of their dedicated capacity report this information to DHCSPerinatal@dhcs.ca.gov within seven days of reaching capacity.

3) The Contractor shall ensure that all DATAR reports are submitted to DHCS by contracted providers the 10th of the month following the report activity month.

4) The Contractor shall ensure that all contracted providers are enrolled in DHCS' web-based DATAR program for submission of data, accessible on the DHCS website when executing the subcontract.

5) If the Contractor or its subcontractor experiences system or service failure or other extraordinary circumstances that affect its ability to timely submit a monthly DATAR report, and/or to meet data compliance requirements, the Contractor shall report the problem in writing before the established data submission deadlines by writing a secure, encrypted email to SUDDATARSupport@dhcs.ca.gov.

Exhibit A – Attachment 14
REPORTING REQUIREMENTS

6) If DHCS experiences system or service failure, an extension equal to the number of business days of the system or service failure shall be granted for the Contractor's late data submission.

7) [Reserved]

D. {DMC-ODS only} Provider-Preventable Conditions

1) The Contractor shall comply with the requirements mandating provider identification of provider-preventable conditions as a condition of payment, as well as the prohibition against payment for provider-preventable conditions. The Contractor shall report all identified provider-preventable conditions to the Department.

2) The Contractor shall not make payments to a contracted provider for provider-preventable conditions that meet the following criteria:

i. Is identified in the State Plan.

ii. Has been found by the State, based upon a review of medical literature by qualified professionals, to be reasonably preventable through the application of procedures supported by evidence-based guidelines.

iii. Has a negative consequence for the member beneficiary.

iv. Is auditable.

3) The Contractor shall use and submit the report using the DHCS DMC-ODS Provider Preventable Conditions Reporting Form at the time of discovery of any provider preventable conditions that are covered under this provision to:

Department of Health Care Services
Medi-Cal Behavioral Health Division
1500 Capitol Avenue, MS-2623
Sacramento, CA 95814

Or by secure, encrypted email to: ODSSubmissions@dhcs.ca.gov

10. Failure to Meet Reporting Requirements

A. Contractor agrees that DHCS has the right to withhold payments until Contractor has submitted any required data and reports to DHCS, as identified in Exhibit A or as identified in Document 1F(a), Reporting Requirement Matrix for Counties. (W&I Code § 14197.7(o)(1); BHIN 22-045.)

Exhibit A – Attachment 14
REPORTING REQUIREMENTS

B. Upon identifying a failure to meet required reporting requirements, DHCS shall issue a Notice of Deficiency to Contractor regarding specified providers with a deadline to submit the required data and a request for a Corrective Action Plan (CAP) to ensure timely reporting in the future. DHCS shall approve or reject the CAP or request revisions to the CAP, which shall be resubmitted to DHCS within 30 days.

C. If the Contractor has not ensured compliance with the data submission or CAP request within the designated timeline, then DHCS may withhold funds until all data is submitted. DHCS shall inform the Contractor 30 days in advance of when funds will be withheld. (BHIN 22-045.)

D. The Contractor may appeal the imposition of a temporary withhold pursuant to W&I Code section 14197.7, subdivisions (k) and (m) and BHIN 22-045 or any subsequent Departmental guidance. (W&I Code § 14197.7(o)(2).)

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. Medical Assistance Payment Provisions

A. The Department will reimburse the Contractor for Covered Services provided pursuant to the requirements in Exhibit A to this contract, based upon a fee schedule developed by the Department and specified in the approved Medicaid State plan and waivers.

B. Contractor shall submit claims in accordance with Department guidance, including the applicable program billing manual and any superseding guidance, including with respect to verifying Medi-Cal eligibility and Other Health Coverage (OHC). Providers that submit claims to Contractor or DHCS for covered services shall submit claims in accordance with Department guidance, including the applicable program billing manual and any superseding guidance, including with respect to verifying Medi-Cal eligibility and Other Health Coverage (OHC).

2. Budget Contingency Clause

This provision is a supplement to provision number nine (Federal Contract Funds) in Exhibit D which is attached hereto as part of this Contract.

A. Federal Budget

If federal funding for Federal Financial Participation (FFP) reimbursement in relation to this contract is eliminated or substantially reduced by Congress, the Department and the Contractor each shall have the option either to cancel this contract or to propose a contract amendment to address changes to the program required as a result of the elimination or reduction of federal funding.

B. Delayed Federal Funding

The Contractor and the Department agree to consult with each other on interim measures for program operation that may be required to maintain adequate services to members in the event that there is likely to be a delay in the availability of federal funding.

3. Contractor Claims and Federal Financial Participation

A. Nothing in this contract shall limit the Contractor’s ability to submit claims for appropriate FFP reimbursement for any covered services, utilization review and quality assurance (UR/QA), Medi-Cal Administrative Activities and/or administrative costs. The Contractor shall ensure compliance with all requirements necessary for Medi-Cal reimbursement for these services and activities, including the requirements in Welfare and Institutions (W&I) Code, section 14184.403.

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

B. Claims for FFP reimbursement shall be submitted by the Contractor to the Department for adjudication throughout the fiscal year.

4. Audits and Recovery of Overpayments

A. In the case of federal audit exceptions, the Department will follow federal audit appeal processes unless the Department, in consultation with the County Behavioral Health Director's Association of California, determines that those appeals are not cost beneficial. The Department will involve the Contractor in developing the response to any draft federal audit reports that directly impact the county.

B. Whenever there is a final state or federal audit exception, the Department may use any recovery methods available under the law, not limited to W&I Code, Sections 14124.24, 14176, 14177, 14707, 14718, and Government Code section 12419.5, to offset the amount of any federal disallowance, audit exception, or overpayment against subsequent claims from the Contractor.

1) Offsets may be done at any time, after the department has invoiced or otherwise notified the Contractor about the audit exception, disallowance, or overpayment. The Department shall determine the amount that may be withheld from each payment to the Contractor.

2) The maximum withheld amount shall be 25 percent of each payment as long as the Department is able to comply with the federal requirements for repayment of FFP pursuant to 42 United States Code (U.S.C.) §1396b(d)(2)). The Department may increase the maximum amount when necessary for compliance with federal laws and regulations.

C. Pursuant to title 42 of the Code of Federal Regulations (C.F.R.) section 438.602, data submitted to the Department are subject to audit in the manner and form prescribed by the Department. Contractor and its subcontractors shall be subject to audits and/or reviews, including client record reviews, by the Department. Any audit of Contractor's data shall occur within three years of the date of receipt by the Department with signed certification by the Contractor's Behavioral Health Director or an individual who has delegated authority to sign for and reports directly to the Contractor's Behavioral Health Director. A signature is required before the data will be considered final. For purposes of this section, the data shall be considered audited once the Department has informed the Contractor in writing of its intent to make adjustments or once the Department has informed the Contractor in writing of its intent to close the audit.

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

D. If the adjustments result in the Department owing payments to the Contractor, the Department shall submit a claim to the federal government for the related FFP within 30 days contingent upon sufficient budget authority.

5. Claims Adjudication Process

A. Pursuant to W&I Code section 14184.403, claims for Medicaid reimbursement shall comply with eligibility and service requirements under applicable federal and state law.

B. The Contractor shall certify that any funds transferred to the Department by the Contractor qualify for FFP pursuant to 42 C.F.R. section 433.51, any other applicable federal Medicaid laws, and the CalAIM Special Terms and Conditions, and are not derived from impermissible sources such as recycled Medicaid payments, Federal money excluded from use as State match, impermissible taxes, and non-bona fide provider-related donations. Impermissible sources do not include revenue relating to patient care or other revenue received from federal health care programs to the extent that the program revenue is not obligated to the State as the source of funding.

The Contractor shall certify each claim submitted to the Department in accordance with 42 C.F.R. sections 438.604, 438.606, 438.608, and 455.18, as applicable, and any additional claiming parameters specified in Department guidance. The Contractor's Behavioral Health Director or an individual with authority delegated by the Behavioral Health Director shall sign the certification, declaring under penalty of perjury that, to the best of their knowledge and belief, the claim in all respects is true, correct, and in accordance with the law and meets the requirements of 42 C.F.R. sections 438.604 and 438.606. The Contractor shall have mechanisms that support the Behavioral Health Director's certification, including the certification that the services for which claims were submitted were provided to the member. If the Department requires additional information from the Contractor that will be used to establish Department payments to the Contractor, the Contractor shall certify that the additional information provided is in accordance with 42 C.F.R., section 438.604.

C. Claims not meeting federal and/or state requirements shall be returned to Contractor as not approved for payment, along with a reason for denial. Claims meeting all Health Insurance Portability and Accountability Act (HIPAA) transaction requirements and any other applicable federal or state privacy laws or regulations and certified by the Contractor in accordance with 42 C.F.R., Section 438.604, 438.606, and 455.18 shall be processed for adjudication.

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

D. If the Department or the Contractor determines that changes must be made relating to either the Department's or the Contractor's claims submission and adjudication systems due to federal or state law changes or business requirements, both the Department and the Contractor agree to provide notice to the other party as soon as practicable prior to implementation. This notice shall include information and comments regarding the anticipated requirements and impacts of the projected changes. The Department and the Contractor agree to meet and discuss the design, development, and costs of the anticipated changes prior to implementation.

6. Payment Data Certification

The Contractor shall certify the data it provides to the Department to be used in determining payment to the Contractor, in accordance with 42 C.F.R. sections 438.604 and 438.606.

7. System Changes

In the event changes in federal or state law or regulations, including court decisions and interpretations, necessitate a change in either the fiscal or program obligations or operations of the Contractor or the Department, or a change in obligation for payment of covered services, the Contract may be amended as needed to address the changes in accordance with Exhibit E.

8. Administrative Reimbursement

A. Contractor may submit claims for administrative expenditures under the following subsections, as applicable. For any given administrative expenditure, Contractor may submit a claim under only one of the following subsections.

B. {SMHS only} Mental Health Medi-Cal Administrative Activities

1) The Contractor may submit claims for reimbursement of Mental Health Medi-Cal Administrative Activities (MHMAA) pursuant to W&I Code section 14132.47 and the MHMAA Implementation Plan. The Contractor shall not submit claims for MHMAA unless it has submitted a claiming plan to the Department which was approved by the Department and is effective during the quarter in which the costs being claimed were incurred. In addition, the Contractor shall not submit claims for reimbursements of MHMAA that are not consistent with the Contractor's approved Medi-Cal Administrative Activities claiming plan. The Contractor shall not use the relative value methodology to report its MHMAA costs on the final annual MHMAA claim.

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

2) Claims for reimbursement of MHMAA may be submitted to the Department on a quarterly basis. The Contractor shall submit a final annual claim for costs incurred in a state fiscal year to the Department by December 31st following the close of that fiscal year. The Department shall reconcile all quarterly payments with the final annual claim. If the total quarterly payments are greater than the total payments due to the Contractor based upon the final annual claim, the Department shall recoup the difference from the Contractor and return the overpayment to the Federal government pursuant to 42 C.F.R. 433.316. If the total quarterly payments are less than the total payments due to the Contractor based upon the final annual claim, the Department shall make an adjusting payment to the Contractor. The Contractor may e-mail DHCS at MHMAA@dhcs.ca.gov to request the MHMAA invoice template.

C. {DMC and DMC-ODS only} County-Based Medi-Cal Administrative Activities

Certain administrative activities may qualify for reimbursement as County-Based Medi-Cal Administrative Activities (CMAA) pursuant to W & I Code section 14132.47 and applicable Department guidance.

D. Administrative Costs and Utilization Review /Quality Assurance

1) Administrative costs that are not claimed under subsection B or C above shall be claimed separately in a manner consistent with federal Medicaid requirements and the approved Medical Assistance Program Cost Allocation Plan and shall be limited to:

i. 10 percent of the total approved and paid claims to the Contractor for Medicaid Children's Health Insurance Program (MCHIP) services; and

ii. 15 percent of the total approved and paid claims to the Contractor for other medical assistance.

The cost of performing UR/QA activities shall be reimbursed separately and shall not be included in administrative costs.

2) The Contractor may submit claims for reimbursement of Administrative Costs and UR/QA costs to the Department on a quarterly basis. The Contractor shall submit a final annual claim for administrative costs and UR/QA costs incurred in a state fiscal year to the Department by December 31st following the close of that fiscal year. The Department shall reconcile all quarterly payments for administrative costs and UR/QA costs with the final annual

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

claims. If the total quarterly payments are greater than the total payments due to the Contractor based upon the final annual claims, the Department shall recoup the difference from the Contractor and return the overpayment to the Federal government pursuant to 42 C.F.R. Part 433, Subpart F. If the total quarterly payments are less than the total payments due to the Contractor based upon the final annual claims, the Department shall make an adjusting payment to the Contractor.

3) The Contractor shall use the appropriate claiming forms for this Contract:

   i. {Integrated Contracts (DMC-ODS and DMC counties)} MC 1982 B-1 for administrative costs and the MC 1982 C-1 for UR/QA costs. The Contractor may claim administrative and UR/QA costs for SMHS and SUD services on a single form.

   ii. {Standalone SMHS Contracts} MC 1982 B for administrative costs and MC 1982 C for UR/QA costs.

   iii. {Standalone DMC and DMC-ODS Contracts (incl. PHC Model)} MC 5312 for administrative costs and DHCS 5311 for UR/QA costs.

4) {DMC only} If, while completing the UR/QA requirements under this Contract, any of the Contractor's skilled professional medical personnel and directly supporting staff meet the criteria set forth in 42 C.F.R. 432.50(d)(1), then the Contractor shall submit a written request that specifically demonstrates how the skilled professional medical personnel and directly supporting staff meet all of the applicable criteria set forth in 42 C.F.R. 432.50(d)(1) and outline the duties they will perform to assist DHCS, or DHCS' skilled professional medical personnel, in activities that are directly related to the administration of the DMC Program. DHCS shall respond to the Contractor's written request within 20 days with either a written agreement pursuant to 42 C.F.R. 432.50(d)(2) approving the request, or a written explanation as to why DHCS does not agree that the Contractor's skilled professional medical personnel and directly supporting staff meet the criteria set forth in 42 C.F.R. 432.50(d)(1).

9. [Reserved]

10. [Reserved]

General Terms and Conditions (GTC 02/2025)

EXHIBIT C

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR*:* Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractor*s* shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provision*s* of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractor*s* shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

    Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

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

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

    a. The Government Code Chapter on Antitrust claims contains the following definitions:

        1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

        2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

    b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

    c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

    d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

    a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

    b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS**:**

    a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

    b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

21. GENERATIVE AI DISCLOSURE OBLIGATIONS:

a. The following terms are in addition to the defined terms and shall apply to the Contract:

1) “Generative AI (GenAI)” means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)

b. Contractor shall immediately notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term “materially impacts” shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

c. Notification shall be provided to the State designee identified in this Contract.

d. At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.

e. If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.

f. The State, at its sole discretion, may consider Contractor’s failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

Exhibit D
Special Terms and Conditions

The provisions herein apply to this Agreement **unless** the applicable conditions do not exist, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the provisions are removed by reference on the face of this Agreement.

The use of headings or titles throughout this exhibit is for convenience only and will not be used to interpret or to govern the meaning of any specific term or condition.

The terms "contract", "Contractor" and "Subcontractor" will also mean, “agreement”, "grant", “grant agreement”, "Grantee" and "Subgrantee" respectively.

The terms “California Department of Health Care Services”, “California Department of Health Services”, ‘Department of Health Care Services”, “Department of Health Services”, “CDHCS”, “DHCS”, “CDHS”, and “DHS” will all have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount; agreement is federally funded, etc.).

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1. Federal Equal Opportunity Requirements

(Applicable to all federally funded agreements entered into by the Department of Health Care Services)

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action will include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212). Such notices will state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and will post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, ‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,‘ and as supplemented by regulation at 41 Code of Federal Regulations (C.F.R.) Part 60, “Office of the Federal Contract Compliance

Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. § 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, the Contractor may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

2. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are reimbursed with agreement funds.)

Reimbursement for travel and per diem expenses from DHCS under this Agreement will, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (CalHR), for non-represented state employees as stipulated in DHCS' Travel Reimbursement Information Exhibit. If the CalHR rates change during the term of the Agreement, the new rates will apply upon their effective date and no amendment to this Agreement will be necessary. Exceptions to CalHR rates may be approved by DHCS upon the submission of a statement by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California will be reimbursed without prior authorization from DHCS. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

3. Procurement Rules

(Applicable to agreements in which equipment/property, commodities and/or supplies are furnished by DHCS or expenses for said items are reimbursed by DHCS with state or federal funds provided under the Agreement.)

a. **Equipment/Property definitions**

Wherever the term equipment and/or property is used, the following definitions will apply:

1) **Major equipment/property**: A tangible or intangible item having a base unit cost of **$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.

2) **Minor equipment/property:** A tangible item having a base unit cost of less than $5,000 with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement.

b. **Government and public entities (including state colleges/universities and auxiliary organizations),** whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 will also apply, if equipment/property purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

c. **Nonprofit organizations and commercial businesses,** whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment/property and services related to such purchases for performance under this Agreement.

1) Equipment/property purchases must not exceed $50,000 annually.

   To secure equipment/property above the annual maximum limit of $50,000, the Contractor must make arrangements through the appropriate DHCS Program Contract Manager, to have all remaining equipment/property purchased through DHCS' Purchasing Unit. The cost of equipment/property purchased by or through DHCS will be deducted from the funds available in this Agreement. Contractor will submit to the DHCS Program Contract Manager a list of equipment/property specifications for those items that the State must procure. DHCS may pay the vendor directly for such arranged equipment/property purchases and title to the equipment/property will remain with DHCS. The equipment/property will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the DHCS Program Contract Manager, in writing, of an alternate delivery address.

2) All equipment/property purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 will also apply, if equipment/property purchases are delegated to subcontractors that are either a government or public entity.

3) Nonprofit organizations and commercial businesses must use a procurement system that meets the following standards:

   a) Maintain a code or standard of conduct that will govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent will participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.

   b) Procurements must be conducted in a manner that provides, to the maximum extent practical, open, and free competition.

   c) Procurements must be conducted in a manner that provides for all of the following:

      i. Avoid purchasing unnecessary or duplicate items.

      ii. Equipment/property solicitations must be based upon a clear and accurate description of the technical requirements of the goods to be procured.

      iii. Take positive steps to utilize small and veteran owned businesses.

d. Unless waived or otherwise stipulated in writing by DHCS, prior written authorization from the appropriate DHCS Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of $5,000 or more for commodities, supplies, equipment/property, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by DHCS, for evaluating the necessity or

desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.

e. In special circumstances, determined by DHCS (e.g., when DHCS has a need to monitor certain purchases, etc.), DHCS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. DHCS reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that DHCS determines to be unnecessary in carrying out performance under this Agreement.

f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.

g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) must also be maintained on file by the Contractor and/or subcontractor for inspection or audit.

h. DHCS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

4. Equipment / Property Ownership / Inventory / Disposition

(Applicable to agreements in which equipment/property is furnished by DHCS and/or when said items are purchased or reimbursed by DHCS with state or federal funds provided under the Agreement.)

a. Wherever the term equipment and/or property is used in Provision 4, the definitions in Paragraph a of Provision 3 will apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement will be considered state equipment and the property of DHCS.

1) **Reporting of Equipment/Property Receipt**

DHCS requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by DHCS or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor must report the

receipt to the DHCS Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor must use a form or format designated by DHCS' Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with DHCS Funds) does not accompany this Agreement, Contractor must request a copy from the DHCS Program Contract Manager.

2) **Annual Equipment/Property Inventory**

If the Contractor enters into an agreement with a term of more than twelve months, the Contractor must submit an annual inventory of state equipment and/or property to the DHCS Program Contract Manager using a form or format designated by DHCS' Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of DHCS-Funded Equipment) does not accompany this Agreement, Contractor must request a copy from the DHCS Program Contract Manager. Contractor must:

a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).

b) Submit the inventory report to DHCS according to the instructions appearing on the inventory form or issued by the DHCS Program Contract Manager.

c) Contact the DHCS Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by either the DHCS Program Contract Manager or DHCS' Asset Management Unit.

b. Title to State equipment and/or property will not be affected by its incorporation or attachment to any property not owned by the State.

c. Unless otherwise stipulated, DHCS will be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.

d. The Contractor and/or Subcontractor must maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.

1) In administering this provision, DHCS may require the Contractor and/or Subcontractor to repair or replace, to DHCS' satisfaction, any damaged, lost or stolen state equipment and/or property. In the event of state equipment and/or miscellaneous property theft, Contractor and/or Subcontractor must immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor must promptly submit one copy of the theft report to the DHCS Program Contract Manager.

e. Unless otherwise stipulated by the Program funding this Agreement, equipment

and/or property purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, must only be used for performance of this Agreement or another DHCS agreement.

f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor must provide a final inventory report of equipment and/or property to the DHCS Program Contract Manager and must, at that time, query DHCS as to the requirements, including the manner and method, of returning state equipment and/or property to DHCS. Final disposition of equipment and/or property will be at DHCS expense and according to DHCS instructions. Equipment and/or property disposition instructions will be issued by DHCS immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, DHCS may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different DHCS agreement.

g. **Motor Vehicles**

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under this Agreement.)

1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor and/or Subcontractor must return such vehicles to DHCS and must deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to DHCS.

2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the State of California will be the legal owner of said motor vehicles and the Contractor will be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this Agreement.

3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, must hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator must also hold a State of California Class B driver's license.

4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the Contractor and/or Subcontractor, as applicable, must provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

Automobile Liability Insurance

a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of $1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, to the Contractor and/or Subcontractor.

b) The Contractor and/or Subcontractor must, as soon as practical, furnish a copy of the certificate of insurance to the DHCS Program Contract Manager. The certificate of insurance must identify the DHCS contract or agreement number for which the insurance applies.

c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, will remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to DHCS.

d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.

e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:

I. The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Health Care Services).

II. The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.

III. The insurance carrier must notify the California Department of Health Care Services (DHCS), in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices will contain a reference to each agreement number for which the insurance was obtained.

f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance

Management. The Contractor will be notified by DHCS, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services will be performed prior to obtaining said approval.

g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, DHCS may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

5. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing $5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding $5,000, the Contractor must obtain at least three bids or justify a sole source award.

1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.

2) DHCS may identify the information needed to fulfill this requirement.

3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:

a) A local governmental entity or the federal government,

b) A State college or State university from any State,

c) A Joint Powers Authority,

d) An auxiliary organization of a California State University or a California community college,

e) A foundation organized to support the Board of Governors of the California Community Colleges,

f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,

g) Firms or individuals proposed for use and approved by DHCS' funding program via acceptance of an application or proposal for funding or pre/post contract award negotiations,

h) Entities and/or service types identified as exempt from advertising and competitive bidding in State Contracting Manual Volume 1 Chapter 5 Section 5.80 Subsection B.

i) Entities whose name and budgeted costs have been submitted to DHCS in response to a competitive Invitation for Bid or Request for Proposal.

b. Agreements with governmental or public entities and their auxiliaries, or a Joint Powers Authority

1) If the total amount of all subcontracts exceeds twenty-five percent (25%) of the total agreement amount or $50,000, whichever is less and each subcontract is not with an entity or of a service type described in paragraph a(3) herein, DHCS will:

a) Obtain approval from DGS to use said subcontracts, or

b) If applicable, obtain a certification from the prime Contractor indicating that each subcontractor was selected pursuant to a competitive bidding process requiring at least three bids from responsible bidders, or

c) Obtain attestation from the Secretary of the California Health and Human Services Agency attesting that the selection of the particular subcontractor(s) without competitive bidding was necessary to promote DHCS' program needs and was not done for the purpose of circumventing competitive bidding requirements.

2) When the conditions of b(1) apply, each subcontract that is not with a type of entity or of a service type described in paragraph a(3) herein, must not commence work before DHCS has obtained applicable prior approval to use said subcontractor. DHCS will inform the Contractor when DHCS has obtained appropriate approval to use said subcontractors.

c. DHCS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.

1) Upon receipt of a written notice from DHCS requiring the substitution and/or termination of a subcontract, the Contractor must take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by DHCS.

2) The requirements specified in Provision 28 entitled, "Use of Disabled Veteran Business Enterprises (DVBEs)" will apply to the use and substitution of DVBE subcontractors.

3) The requirements specified in Provision 30 entitled, "Use of Small Business Subcontractors" will apply to the use and substitution of small business subcontractors.

d. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of $5,000 or more are subject to the prior review and written approval of DHCS. DHCS may, at its discretion, elect to waive this right. All such waivers must be confirmed in writing by DHCS.

e. Contractor must maintain a copy of each subcontract entered into in support of this Agreement and must, upon request by DHCS, make copies available for approval, inspection, or audit.

f. DHCS assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.

g. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.

h. When entering into a consulting agreement with DHCS, the contract must include detailed criteria and a mandatory progress schedule for the performance of the contract, and must require Contractor to provide a detailed analysis of the costs of performing the contract.

i. The Contractor must ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.

j. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from DHCS to the Contractor, to permit DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

k. Unless otherwise stipulated in writing by DHCS, the Contractor will be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.

l. Contractor must, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 18, 19, 20, 32, 37, 38 and/or other numbered provisions herein that are deemed applicable.

6. Income Restrictions

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement must be paid by the Contractor to DHCS, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by DHCS under this Agreement.

7. Audit and Record Retention

(Applicable to agreements in excess of $10,000.)

a. The Contractor and/or Subcontractor must maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.

b. The Contractor's and/or Subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records must be subject at all reasonable times to inspection, audit, and reproduction.

c. Contractor agrees that DHCS, DGS, the California State Auditor, or their designated representatives including, but not limited to, the Comptroller General of the United States will have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Government Code (Gov. Code) § 8546.7, Title 2 Code of California Regulations (C.C.R.), § 1896.77 and other applicable State laws.) The Contractor must comply with the above and be aware of the penalties for violations of fraud and for obstruction of an investigation under applicable State laws.

d. The Contractor and/or Subcontractor must preserve and make available his/her records (1) for a period of six years for all records related to Disabled Veteran Business Enterprise (DVBE) participation (Military and Veterans Code (Mil. & Vet. Code) § 999.55), if this Agreement involves DVBE participation, and three years for all other contract records from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.

   1) If this Agreement is completely or partially terminated, the records relating to the work terminated must be preserved and made available for a period of three years from the date of any resulting final settlement.

   2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

e. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other

data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

f. For agreements with non-profit entities funded in part or whole with federal funds in the amount of $750,000 or more, the Contractor must, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 et seq.

g. For Direct Service Contracts as defined in Health & Saf. Code § 38040 in the amount of $25,000 or more, the Contract must comply with the audit requirements set forth in Health & Saf. Code § 38040.

8. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor must provide and must require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations will be performed in such a manner as will not unduly delay the work.

9. Federal Contract Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

b. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.

c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

d. DHCS has the option to invalidate or cancel the Agreement with 30-days

advance written notice or to amend the Agreement to reflect any reduction in funds.

10. Termination

a. **For Cause**

The State may terminate this Agreement, in whole or in part, and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the State may proceed with the work in any manner deemed proper by the State. All costs to the State will be deducted from any sum due the Contractor under this Agreement and the balance, if any, will be paid to the Contractor upon demand. If this Agreement is terminated, in whole or in part, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials, related to the terminated portion of the Contract, including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The State will pay contract price for completed deliverables delivered and accepted and items the State requires the Contractor to transfer as described in this paragraph above.

b. **For Convenience**

The State retains the option to terminate this Agreement, in whole or in part, without cause, at the State's convenience, without penalty, provided that written notice has been delivered to the Contractor at least thirty (30) calendar days prior to such termination date. In the event of termination, in whole or in part, under this paragraph, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials related to the terminated portion of the Contract including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The Contractor will be entitled to compensation upon submission of an invoice and proper proof of claim for the services and products satisfactorily rendered, subject to all payment provisions of the Agreement. Payment is limited to expenses necessarily incurred pursuant to this Agreement up to the date of termination.

11. Intellectual Property Rights

(Applicable to all agreements that may be fund, in whole or part, the creation and development Intellectual Property.)

a. The State will be the owner of all rights, title, and interest in any and all intellectual property or other products or materials created or developed pursuant to this Agreement, whether or not published, produced, manufactured or distributed. The copyright, patent and/or other intellectual property rights to any and all products created, provided or developed, in whole or part, under this Agreement, whether or not published, produced, manufactured or distributed belongs to the State from the moment of creation.

b. The State retains all rights to use, reproduce, distribute, or display any products or materials created, provided, developed, or produced under this Agreement and any derivative products based on Agreement products or materials, as well as all other rights, privileges, and remedies granted or reserved to a copyright, patent, service mark or trademark owner under statutory and common law.

c. Contractor agrees to cooperate with State and to execute any document(s) that may be necessary to give the foregoing provisions full force and effect, including but not limited to, an assignment of trademark, copyright or patent rights. Contractor, subject to reasonable availability, agrees to give testimony and take all further acts necessary to acquire, transfer, maintain, and enforce the State's intellectual property rights and interest.

d. Contractor agrees to cooperate with the State in assuring the State's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor must require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to the State all rights, title and interest in Intellectual Property conceived, developed, derived from, or reduced to practice by the subcontractor, Contractor or the State and which result from this Agreement or any subcontract.

e. Contractor agrees not to incorporate into or make the works developed, dependent upon any original works of authorship or Intellectual Property Rights of third parties without first (a) obtaining State's prior written permission, and (b) granting to or obtaining for State, without additional compensation, a nonexclusive, royalty-free, paid-up, irrevocable, perpetual, world-wide license, to use, reproduce, sell, modify, publicly and privately display and distribute, for any purpose whatsoever, any such prior works.

f. Contractor will retain title to all of its Intellectual Property to the extent such intellectual Property is in existence prior to the effective date of this Agreement. **Unless otherwise specified in the Statement of Work in contracts other than those funded, in part or whole, by federal funds (see paragraph k below)**, Contractor hereby grants to DHCS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in

the Intellectual Property resulting from this Agreement. Proprietary software packages that are provided at established catalog or market prices and sold or leased to the general public will not be subject to this license provision.

g. In the case of copyrighted materials, all materials distributed under the terms of this Agreement, and any reproductions or derivative works thereof, must include a notice of copyright in a place that can be visually perceived at the direction of the State. This notice must be placed prominently on products or materials and set apart from other matter on the page or medium where it appears. The notice "Copyright" or "©", the year in which the work was first created, and the Department of Health Care Services DHCS", or other appropriate mark as directed by DHCS, must be included on any such products or materials.

h. Contractor represents and warrants that:

1) It is free to enter into and fully perform this Agreement.

2) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.

3) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or the State and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any State, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.

4) Neither Contractor's performance nor any part of its performance will violate the right of privacy of or constitute a libel or slander against any person or entity.

5) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real property, sites, locations, property or props that may be used or shown.

6) It has not granted and will not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to the State in this Agreement.

7) It has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition,

operation or maintenance of computer software in violation of copyright laws.

8) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

i. THE STATE MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

j. INTELLECTUAL PROPERTY INDEMNITY

1) Contractor must indemnify, defend and hold harmless the State and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of the State's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or the State and which result directly or indirectly from this Agreement. This indemnity obligation will apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. The State reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against the State.

2) Should any Intellectual Property licensed by the Contractor to the State under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve the State's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to the State. The State will have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for the State to continue using the licensed Intellectual Property; or replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, the State will be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in

equity.

3) Contractor agrees that damages alone would be inadequate to compensate the State for breach of any term of this Intellectual Property attachment by Contractor. Contractor acknowledges the State would suffer irreparable harm in the event of such breach and agrees the State will be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

k. If this Agreement is funded in whole or part by federal funds, the State will retain all Intellectual Property rights, title, and ownership, which result directly or indirectly from the Agreement pursuant to applicable federal law including, but not limited to, 45 C.F.R. § 75.322 and 45 C.F.R. § 95.617, except as provided in 37 C.F.R. Part 401.14. However, the federal government will have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

l. The provisions set forth herein will survive any termination or expiration of this Agreement.

12. Air or Water Pollution Requirements

Any federally funded agreement and/or subcontract in excess of $100,000 must comply with the following provisions unless said agreement is exempt by law.

a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. § 7606), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations.

b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7401 et seq.), as amended, and the Clean Water Act (33 U.S.C. § 1251 et seq.), as amended.

13. Prior Approval of Training Seminars, Workshops or Conferences

Contractor must obtain prior DHCS approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor must acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor or Subcontractor to conduct routine business matters.

14. Confidentiality of Information

a. The Contractor and its employees, agents, or subcontractors must protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.

b. The Contractor and its employees, agents, or subcontractors must not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.

c. The Contractor and its employees, agents, or subcontractors must promptly transmit to the DHCS Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.

d. The Contractor must not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than DHCS without prior written authorization from the DHCS Program Contract Manager, except if disclosure is required by State or Federal law.

e. For purposes of this provision, identity will include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

f. As deemed applicable by DHCS, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

15. Documents, Publications and Written Reports

(Applicable to agreements over $5,000 under which publications, written reports and documents are developed or produced. Gov. Code § 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement must contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds $5,000.

16. Dispute Resolution Process

a. A Contractor grievance exists whenever there is a dispute arising from DHCS' action in the administration of an agreement. If there is a dispute or grievance

between the Contractor and DHCS, the Contractor must seek resolution using the procedure outlined below.

1) The Contractor should first informally discuss the problem with the DHCS Program Contract Manager. If the problem cannot be resolved informally, the Contractor must direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance must state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief will render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief will respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.

2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor must include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal must be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee will meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee will be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal. The decision rendered by the Deputy Director or his/her designee will be the final administrative determination by the Department.

b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Health and Safety Code (Health & Saf. Code) § 100171.

c. Unless otherwise stipulated in writing by DHCS, all dispute, grievance and/or appeal correspondence will be directed to the DHCS Program Contract Manager.

d. There are organizational differences within DHCS' funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor will be notified in writing by the DHCS Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

e. Notwithstanding any dispute, the Contractor shall diligently continue performance of the Contract (including matters subject to dispute to the maximum extent possible).

17. Subrecipient Compliance

(Applicable to agreements in which a Subrecipient receives federal funding. This does not apply to Medi-Cal programs.)

Per 2 C.F.R. § 200.93, a Subrecipient is a non-federal entity that receives a subaward from a pass-through entity to carry out part of a federal award. Subrecipients must comply with certain requirements, including without limitation, audit requirements, as set forth in 2 C.F.R. Part 200, as applicable to Subrecipients. Subrecipients may be subject to applicable monitoring activities by DHCS as required in 2 C.F.R. § 200.332.

18. Human Subjects Use Requirements

(Applicable only to federally funded agreements/grants in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. § 263a (CLIA) and the regulations thereunder.

19. Debarment and Suspension Certification

(Applicable to all agreements funded in part or whole with federal funds.)

a. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 2 C.F.R. Part 180, 2 C.F.R. Part 376.

b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

   1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

   2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty that seriously affects its business honesty;

   3) Are not presently indicted for or otherwise criminally or civilly charged by a

governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and

4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

5) Have not, within a three-year period preceding this application/proposal/agreement, engaged in any of the violations listed under 2 C.F.R. Part 180, Subpart C as supplemented by 2 C.F.R. Part 376.

6) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 C.F.R .part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

7) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor must submit an explanation to the DHCS Program Contract Manager.

d. The terms and definitions herein have the meanings set out in 2 C.F.R. Part 180 as supplemented by 2 C.F.R. Part 376.

e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the DHCS may terminate this Agreement for cause or default.

20. Smoke-Free Workplace Certification

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.

c. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.

d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

21. Drug Free Workplace Act of 1988

The Federal government implemented the Drug Free Workplace Act of 1988 in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides. Therefore, in order to remain a responsible source for government contracts, the following guidelines have been adopted:

a. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace.

b. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.

c. Employees must notify their employer of any conviction of a criminal drug statue no later than five days after such conviction.

d. Although alcohol is not a controlled substance, it is nonetheless a drug. It is the policy that abuse of this drug will also not be tolerated in the workplace.

e. Contractors of federal agencies are required to certify that they will provide drug-free workplaces for their employees.

22. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, DHCS

will have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

23. Payment Withholds

(Applicable only if a final report is required by this Agreement. Not applicable to government entities.)

Unless waived or otherwise stipulated in this Agreement, DHCS may, at its discretion, withhold 10 percent (10%) of the face amount of the Agreement, 50 percent (50%) of the final invoice, or $3,000 whichever is greater, until DHCS receives a final report that meets the terms, conditions and/or scope of work requirements of this Agreement.

24. Progress Reports or Meetings

(Applicable to consultant service agreements and, at DHCS' option, other agreements.)

a. Contractor shall submit progress reports or attend meetings with state personnel at intervals determined by DHCS to determine if the Contractor is on the right track, whether the project is on schedule, provide communication of interim findings, and afford occasions for airing difficulties or special problems encountered so that remedies can be developed quickly.

b. At the conclusion of this Agreement and if applicable, Contractor shall hold a final meeting at which Contractor shall present any findings, conclusions, and recommendations. If required by this Agreement, Contractor shall submit a comprehensive final report.

25. Performance Evaluation

a. For all consultant service agreements of $5000 or more:

   1) The Contractor's performance under this Agreement will be evaluated at the conclusion of the term of this Agreement. The evaluation will include, but not be limited to:

      a) Whether the contracted work or services were completed as specified in the Agreement and reasons for and amount of any cost overruns.

      b) Whether the contracted work or services met the quality standards specified in the Agreement.

      c) Whether the Contractor fulfilled all requirements of the Agreement and if not, in what ways the Contractor did not fulfill the contract.

      d) Factors outside the control of the Contractor, which caused difficulties in Contractor performance. Factors outside the control of the Contractor will not include a Subcontractor's poor performance.

      e) Other information the awarding agency may require.

f) How the Contract results and findings will be utilized to meet the agency goals.

2) The evaluation of the Contractor will not be a public record.

b. For all other agreements except grant agreements:

DHCS may, at its discretion, evaluate the performance of the Contractor at the conclusion of this Agreement. If performance is evaluated, the evaluation will not be a public record and will remain on file with DHCS. Negative performance evaluations may be considered by DHCS prior to making future contract awards.

26. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature will be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision will not be construed to extend to this Agreement if made with a corporation for its general benefits.

27. Prohibited Use of State Funds for Software

(Applicable to agreements in which computer software is used in performance of the work.)

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

28. Use of Disabled Veteran's Business Enterprises (DVBE)

(Applicable to agreements over $10,000 in which the Contractor committed to achieve DVBE participation. Not applicable to agreements and amendments specifically exempted from DVBE requirements by DHCS.)

a. The State Legislature has declared that a fair portion of the total purchases and contracts or subcontracts for property and services for the State be placed with disabled veteran business enterprises.

b. All DVBE participation attachments, however labeled, completed as a condition of bidding, contracting, or amending a subject agreement, are incorporated herein and made a part of this Agreement by this reference.

c. Contractor agrees to use the proposed DVBEs, as identified in previously submitted DVBE participation attachments. Contractor understands and agrees to comply with the requirements set forth in Mil. & Vet. Code § 999 et seq. in that should award of this Contract be based on part on its commitment to use the DVBE subcontractor(s) identified in its bid or offer, per Mil. & Vet. Code § 999.5(g), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by both DHCS and the DGS prior to the commencement of any work by the proposed subcontractor. Changes to the

scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.

d. Requests for DVBE subcontractor substitution must include:

   1) A written explanation of the reason for the DVBE substitution.

   2) A written description of the business enterprise that will be substituted, including its DVBE certification status and contact information.

   3) A written description of the work to be performed by the substituted DVBE subcontractor and an identification of the percentage share/dollar amount of the overall contract that the substituted subcontractor will perform.

   4) One or more of the permissible justifications for substituting a DVBE subcontractor as found in 2 C.C.R. § 1896.73(g).

e. Failure of the Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in Mil. & Vet. Code§ 999.9 and other applicable State laws.

f. Upon completion of this Contract, DHCS requires the Contractor to certify using the Prime Contractor's Certification – DVBE Subcontracting Report (STD 817), all of the following:

   1) The total amount the prime Contractor received under the Agreement;

   2) The name, address, Contract number and certification ID Number of the DVBE(s) that participated in the performance of this Contract;

   3) The amount and percentage of work the prime Contractor committed to provide to one or more DVBE(s) under the requirements of the Contract and the total payment each DVBE received from the prime Contractor;

   4) That all payments under the Contract have been made to the DVBE(s); and

   5) The actual percentage of DVBE participation that was achieved. Upon request, the prime Contractor must provide proof of payment for the work.

g. If for this Contract the Contractor made a commitment to achieve the DVBE participation goal, the Department will withhold $10,000 from the final payment, or the full payment if less than $10,000, until the Contractor complies with the certification requirements above. A Contractor that fails to comply with the certification requirement must, after written notice, be allowed to cure the defect. Notwithstanding any other law, if, after at least 15 calendar days but not more than 30 calendar days from the date of written notice, the prime Contractor refuses to comply with the certification requirements, DHCS will permanently deduct $10,000 from the final payment, or the full payment if less than $10,000. (Mil. & Vet. Code § 999.7.)

h. A person or entity that knowingly provides false information will be subject to a civil penalty for each violation. (Mil. & Vet. Code § 999.5(d); Govt. Code § 14841.)

i. Contractor agrees to comply with the rules, regulations, ordinances, and statutes that apply to the DVBE program as defined in § 999 of the Mil. & Vet. Code, including, but not limited to, the requirements of § 999.5(d).

29. Use of Small, Minority Owned and Women's Businesses

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)

Positive efforts must be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors must take all of the following steps to further this goal.

a. Ensure that small businesses, minority-owned firms and women's business enterprises are used to the fullest extent practicable.

b. Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms and women's business enterprises.

c. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.

d. Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.

e. Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

30. Use of Small Business Subcontractors

(Only applicable to agreements awarded in part due to the granting of small business preference where the Contractor committed to use small business subcontractors for at least 25% of the initial contract cost or amount bid.)

a. All Small Business Preference Request attachments and Small Business Subcontractor/Supplier Acknowledgment attachments, however labeled, completed as a condition of bidding, are incorporated herein, and made a part of this Agreement by this reference.

b. Contractor agrees to use each small business subcontractor/supplier, as

identified in previously submitted Small Business Preference Request attachments, unless the Contractor submits a written request for substitution of a like or alternate subcontractor. All requests for substitution must be approved by DHCS, in writing (including email or fax), prior to using a proposed substitute subcontractor.

c. Requests for substitution must be approved by the funding program and must include, at a minimum:

   1) An explanation of the reason for the substitution.

   2) A written description of the business enterprise that will be substituted, including its small business certification status and contact information.

   3) If substitution of an alternate small business does not occur, include a written justification and description of the steps taken to try to acquire a new small business and how that portion of the Contract will be fulfilled.

   4) A written description of the work to be performed by the substituted subcontractor identified by both task (if applicable) and dollar amount or percentage of the overall Contract that the substituted subcontractor will perform. The substituted business, if approved, must perform a commercially useful function in the Contract pursuant to 2 C.C.R. § 1896.15.

d. DHCS may consent to the substitution if allowed by applicable State laws.

e. Prior to the approval of the prime contractor's request for the substitution, the funding program will give notice in writing to the listed subcontractor of the prime contractor's request to substitute and the reasons for the request to substitute. The notice will be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor that has been so notified will have five (5) working days after the receipt of the notice to submit written objections to the substitution to the funding program. Failure to file these written objections will constitute the listed subcontractor's consent to the substitution. If written objections are filed, DHCS will give notice in writing of at least five (5) working days to the listed subcontractor of a hearing by DHCS on the prime contractor's request for substitution.

f. Failure of the Contractor to subcontract with the small businesses listed in its bid or proposal to DHCS, or failure to follow applicable substitution rules and regulations will be grounds for DGS to impose sanctions pursuant to Gov. Code § 14842.5 and 2 C.C.R. § 1896.92. In the event such sanction are to be imposed, the Contractor be notified in writing and entitled to a hearing pursuant to Gov. Code § 14842. and 2 C.C.R. § 1896.18 and § 1896.20.

g. If requested by DHCS, Contractor agrees to provide documentation/verification, in a form agreed to by DHCS, that small business subcontractor usage under this Agreement complies with the commitments specified during the contractor selection process.

31. Alien Ineligibility Certification

(Applicable to sole proprietors entering into federally funded agreements.)

By signing this Agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. § 1601, et seq.)

32. Union Organizing

(Applicable only to grant agreements.)

Grantee, by signing this Agreement, hereby acknowledges the applicability of Gov. Code §§ 16645 through 16649 to this Agreement. Furthermore, Grantee, by signing this Agreement, hereby certifies that:

a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.

b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.

c. Grantee must, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.

d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee must provide those records to the Attorney General upon request.

33. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with § 100525) of Chapter 3 of Part 1 of Division 101 of the Health & Saf. Code, DHCS sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.

b. As used herein, fringe benefits do not include:

   1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.

   2) Director's and executive committee member's fees.

3) Incentive awards and/or bonus incentive pay.

4) Allowances for off-site pay.

5) Location allowances.

6) Hardship pay.

7) Cost-of-living differentials.

c. Specific allowable fringe benefits include:

1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.

d. To be an allowable fringe benefit, the cost must meet the following criteria:

1) Be necessary and reasonable for the performance of the Agreement.

2) Be determined in accordance with generally accepted accounting principles.

3) Be consistent with policies that apply uniformly to all activities of the Contractor.

e. Contractor agrees that all fringe benefits must be at actual cost.

f. Earned/Accrued Compensation

1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.

2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.

3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

a) **Example No. 1:**

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

b) **Example No. 2:**

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

c) **Example No. 3:**

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to DHCS, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

34. Suspension or Stop Work Notification

a. DHCS may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by the funding Program's Contract Manager. Upon receipt of said notice, the Contractor is to suspend and/or stop all, or any part, of the work called for by this Agreement.

b. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be provided within 30 working days of the verbal notification. The suspension or stop work notification will remain in effect until further written notice is received from DHCS. The resumption of work (in whole or part) will be at DHCS' discretion and upon receipt of written confirmation.

1) Upon receipt of a suspension or stop work notification, the Contractor must immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.

2) Within 90 days of the issuance of a suspension or stop work notification, DHCS will either:

a) Cancel, extend, or modify the suspension or stop work notification; or

b) Terminate the Agreement as provided for in the Cancellation / Termination clause of the Agreement.

c. If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, the Contractor may resume work only upon written concurrence of funding Program's Contract Manager.

d. If the suspension or stop work notification is canceled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or contract terms resulting from the suspension or stop work notification will require an amendment to the Agreement.

e. If a suspension or stop work notification is not canceled and the Agreement is canceled or terminated pursuant to the provision entitled Cancellation / Termination, DHCS will allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.

f. DHCS will not be liable to the Contractor for loss of profits because of any suspension or stop work notification issued under this clause.

35. Public Communications

"Electronic and printed documents developed and produced, for public communications must follow the following requirements to comply with Section 508 of the Rehabilitation Act and the American with Disabilities Act:

a. Ensure visual-impaired, hearing-impaired and other special needs audiences are provided material information in formats that provide the most assistance in making informed choices."

36. Legal Services Contract Requirements

(Applicable only to agreements involving the performance of legal services.)

The Contractor must:

a. Adhere to legal cost and billing guidelines designated by DHCS.

b. Adhere to litigation plans designated by DHCS.

c. Adhere to case phasing of activities designated by DHCS.

d. Submit and adhere to legal budgets as designated by DHCS.

e. Maintain legal malpractice insurance in an amount not less than the amount designated by DHCS. Said amount must be indicated in a separate letter to the Contractor.

f. Submit to legal bill audits and law firm audits if requested by DHCS. Such audits may be conducted by State employees or its designees or by any legal cost control providers retained by DHCS for such purpose.

g. Applicable only to legal agreements of $50,000 or more:

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

37. Compliance with Statutes and Regulations

a. The Contractor must comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Contractor's performance under the Agreement. This includes any changes to the applicable laws, regulations, and/or published guidelines that arise after the execution of this Agreement.

b. For federally funded agreements, these authorities include, but are not limited to, 2 C.F.R. Part 200, subpart F, Appendix II; 42 C.F.R. Part 431, subpart F; 42 C.F.R. Part 433, subpart D; 42 C.F.R. Part 434; 45 C.F.R. Part 75, subpart D; and 45 C.F.R. Part 95, subpart F. To the extent applicable under federal law, this Agreement will incorporate the contractual provisions in these federal regulations and they will supersede any conflicting provisions in this Agreement.

38. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded agreements in excess of $100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds $100,000 at any tier, must file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.

2) Each recipient must file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that

contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

3) Each recipient must file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:

   a) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;

   b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or

   c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding $100,000 at any tier under a contract or agreement, or grant must file a certification, and a disclosure form, if required, to the next tier above.

5) All disclosure forms (but not certifications) must be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person must forward all disclosure forms to DHCS Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

Attachment 1
CERTIFICATION REGARDING LOBBYING

The recipient certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned must complete and submit Standard Form LLL, “Disclosure of Lobbying Activities" (Attachment 2) in accordance with its instructions.

3. The recipient must require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of $100,000 or more, and that all subrecipients must certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification will be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

By signing or otherwise accepting the Agreement, the recipient certifies and files this Attachment 1. **CERTIFICATION REGARDING LOBBYING,** as required by Section 1352, Title 31, U.S.C., unless the conditions stated in paragraph 2 above exist. In such case, the awardee/contractor must complete and sign Attachment 2. **CERTIFICATION REGARDING LOBBYING and returning it to the Department of Health Care Services.**

Attachment 2
CERTIFICATION REGARDING LOBBYING

Approved by OMB (0348-0046)
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
_ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	_ a. bid/offer/application b. initial award c. post-award	_ a. initial filing b. material change For Material Change Only: Year _____ quarter _____ date of last report _____.

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier ___, if known: Congressional District, If known:	Congressional District, If known:
6. Federal Department/Agency	7. Federal Program Name/Description:
	CDFA Number, if applicable: _____
8. Federal Action Number, if known:	9. Award Amount, if known:
10.a. Name and Address of Lobbying Registrant *(If individual, last name, first name, MI)*:	b. Individuals Performing Services *(including address if different from 10a. (Last name, First name, MI):*

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person that fails to file the required disclosure shall be subject to a not more than $100,000 for each such failure.

Signature:	
Print Name:	
Title:	
Telephone Number:	
Date:	

Federal Use Only	Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if itis, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grant.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001”.

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Exhibit E
ADDITIONAL PROVISIONS

1. Contract Amendment Process

A. If, during the term of this Contract, a party wishes to amend the Contract, that party may notify the other party so that the parties can engage in informal discussions and consultations preceding the formal amendment process, as set forth below.

B. All amendments proposed by one party shall be provided in writing to the other party.

1) Any such proposal shall set forth a detailed explanation of the reason and basis for the proposed amendment, a complete statement of costs and benefits of the proposed amendment and the text of the desired amendment.

2) Timing of proposed amendments,

i. {Integrated Contracts (DMC and DMC-ODS)} Any proposed amendments requested by the Contractor must be submitted to DHCS by October 1 of each calendar year in order for the amendment to be effective for the following calendar year, beginning on January 1.

ii. {Standalone Contracts (SMHS, DMC, and DMC-ODS)} Any proposed amendments requested by the Contractor must be submitted to DHCS by May 1 of each state fiscal year in order for the amendment to be effective for the following state fiscal year, beginning on July 1.

3) These proposed amendments shall be duly approved by the County Board of Supervisors or its authorized designee and signed by a duly authorized representative.

C. The other party shall acknowledge receipt of the proposal in writing within 10 calendar days and shall have 60 calendar days (or such different period as the parties mutually may set) after receipt of such proposal to review and consider the proposal, to consult and negotiate with the proposing party, and to accept or reject the proposal. Acceptance or rejection may be made orally within the 60-day period and shall be confirmed in writing within five days thereafter. The party proposing an amendment shall have the right to withdraw the proposal at any time prior to acceptance or rejection by the other party.

D. If the parties agree on an amendment to the Contract, the agreed upon changes shall be made through the State's official agreement amendment process.

Exhibit E
ADDITIONAL PROVISIONS

1) No amendment will be considered binding on either party until it is formally approved by both parties and the Department of General Services (DGS), if DGS approval is required. If DGS approval is not required, the amendment will be binding on both parties on the date executed by both parties.

2. Contract Renewal; Contract Cancellation/Termination

A. Contract Renewal

This Contract may be renewed if the Contractor continues to meet the requirements under this Contract and applicable law. Failure to meet these requirements shall be cause for nonrenewal of the Contract. (42 C.F.R. § 438.708; W&I Code § 14714(b)(1).) The Department may base the decision to renew on timely completion of a mutually agreed-upon plan of correction of any deficiencies, submissions of required information in a timely manner, and/or other conditions of the Contract. (W&I Code § 14714(b)(1).)

B. Contract Termination or Nonrenewal by Contractor

1) The Contractor may, at its discretion, terminate or not renew this Contract with respect to SMHS, DMC, and/or DMC-ODS services (as applicable).

2) If, with respect to SMHS, DMC, and/or DMC-ODS services (as applicable), the Contractor terminates or does not renew its Contract, or is unable to meet the standards set by the Department, the Contractor shall deliver written notice of the termination, nonrenewal or failure to meet standards to the Department at least 180 calendar days prior to the effective date of termination or Contract expiration. (9 C.C.R. § 1810.323(a).)

C. Contract Termination or Nonrenewal by the Department

1) The Department may terminate this Contract in accordance with the timelines specified in Welfare and Institutions Code sections 14197.7, 14714 (hereafter W&I) and Cal. Code Regs., tit. 9, section 1810.323. Specifically:

i. The Department will immediately terminate this Contract if the Department finds that there is an immediate threat to the health and safety of Medi-Cal members. (W.&I. Code §§ 14714(d); 14197.7.)

ii. Upon at least 60 calendar days' written notice, DHCS shall terminate this Contract if the United States Secretary of Health and Human Services has determined the Contractor

Exhibit E
ADDITIONAL PROVISIONS

does not meet the federal requirements for participation in the Medicaid program. (W&I Code § 14197.7(i))

iii. Upon at least 90 calendar days' written notice, DHCS may cancel or terminate this Contract if DHCS finds that Contractor fails to comply with Contract requirements, state or federal law or regulations, or the state plan or approved waivers, or for other good cause. (W.&I. Code § 14197.7(a).) Good cause includes, but is not limited to:

a. A finding of deficiency that results in improper denial or delay in the delivery of health care services, potential endangerment to patient care, disruption in the Contractor's provider network, failure to approve continuity of care, that claims accrued or to accrue have not or will not be recompensed, or a delay in required Contractor reporting to the department. (W&I Code § 14197.7(a))

b. A failure of the Contractor, or its subcontractors or contracted providers, to comply with W&I Code sections 14124.24 or 14184.100 et seq., or BHIN 24-001.

iv. Upon at least 180 calendar days' written notice, DHCS may terminate this Contract for any reason.

2) Contract termination or cancellation shall be effective as of the date indicated in DHCS' notification to the Contractor, unless Contractor appeals the termination, or termination is immediate pursuant to Exhibit E, Section 2.C.1.i. The notice shall identify any final performance, invoicing, or payment requirements.

3) Contractor may appeal Contract termination pursuant to W&I Code section 14197.7(c)(1) or for termination of Contracts for SMHS, section 14714(d).

D. Termination of Contractor's Obligations Following Contract Non-Renewal or Termination

1) The provisions of subsection D apply regardless of whether the Contract is terminated or not renewed, and regardless of whether the termination or non-renewal is initiated by Contractor or by the Department.

i. {All Integrated Contracts (DMC and DMC-ODS)} Prior to January 1, 2027, in lieu of pursuing the termination

Exhibit E
ADDITIONAL PROVISIONS

procedures in this section, the Department may permit Contractor to transition from an integrated Medi-Cal behavioral health contract to separate contracts for SMHS and/or DMC/DMC-ODS services (as applicable), only if the Department concludes that Contractor meets all applicable requirements for those contracts.

2) All obligations to provide covered services under this Contract shall automatically terminate on the effective date of any termination of this Contract. The Contractor shall be responsible for providing covered services to members until the termination or expiration of the Contract and shall remain liable for the processing and payment of invoices and statements for covered services provided to members prior to such expiration or termination.

3) If this Contract is terminated or not renewed , the Department shall ensure that SMHS and/or DMC services are provided to Medi-Cal members, in accordance with Welf. & Inst. Code sections 14712 (SMHS) and/or 14124.21 (DMC). The Department shall divert county funds pursuant to W& I Code sections 14712(d), 14714(b), and 14124.21(c), as applicable, and Government Code section 30027.10, as necessary to provide SMHS and/or DMC services (as applicable) in the Contractor's services area.

   i. {DMC-ODS Only} Subsection 3 above does not apply if the Contractor opts to provide DMC services following the termination of its DMC-ODS Contract.

4) Transfer of Records; Continuity of Care

   i. In the event this Contract is nullified, terminated, or not renewed, the Contractor shall deliver its entire fiscal and program records pertaining to the performance of this Contract to DHCS, which will retain the records for the required retention period.

   ii. Prior to the termination of this Contract and upon request by the Department, Contractor shall assist the State in the orderly transfer of members' health care. In doing this, the Contractor shall make available to the Department copies of medical records, patient files, and any other pertinent information, including information maintained by any subcontractor or contracted provider, necessary for efficient member case management, as determined by the Department.

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iii. The preceding sections i and ii shall not apply with respect to the Contractor's behavioral health program operations if:

a. The Contractor will continue providing covered services or arrange for provision of covered services under a new agreement with the Department with substantially similar requirements, as determined by the Department;

b. {DMC-ODS only} Or, the Contractor immediately begins providing DMC services to members in accordance with the State Plan upon termination of this Contract; provided, however, that subsections i and ii above shall apply if the Contractor or the Department, in accordance with W&I Code section 14124.21, decide that the Contractor shall not provide DMC services.

5) The Department shall notify members of their Medi-Cal behavioral health benefits and options available upon termination or expiration of this Contract.

3. Contract Disputes

Should a dispute arise between the Contractor and the Department relating to performance under this Contract, the Contractor shall follow the Dispute Resolution Processes for compliance reviews and sanctions outlined in W&I Code section 14197.7, BHIN 23-006, BHIN 23-044, and any subsequent guidance issued by the Department, except for disputes governed by a different dispute resolution process under applicable law.

4. Fulfillment of Obligation

A. All Attachments and Sections within Exhibit E apply to the delivery of all covered services under this contract. The presence of a citation that applies to only one delivery system does not limit application of the corresponding requirements to only that delivery system, except as expressly otherwise indicated in this Exhibit.

B. No covenant, condition, duty, obligation, or undertaking continued or made a part of this Contract shall be waived except by written agreement of the parties hereto, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever will not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed or discharged by the party to which the same may apply. Until performance or satisfaction of all covenants, conditions, duties, obligations, and undertakings is complete, the other party shall have the

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right to invoke any remedy available under this Contract, or under law, notwithstanding such forbearance or indulgence.

C. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Contract.

5. Additional Provisions

A. Inspection Rights/Record Keeping Requirements

1) Exhibit D, Provision 7 (Audit and Record Retention), which is attached hereto as part of this Contract, supplements the following requirements.

2) The following obligations apply for 10 years from the term end date of this Contract, or in the event the Contractor has been notified that an audit or investigation of this Contract has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. The Contractor, and subcontractors and contracted providers, shall:

i. Allow the Department, CMS, the Office of the Inspector General, the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized designees, to evaluate Contractor's, and subcontractors', performance under this Contract, including the quality, appropriateness, and timeliness of services provided, and to inspect, evaluate, and audit any and all records, documents, and the premises, equipment and facilities maintained by the Contractor and its subcontractors pertaining to such services at any time. (See 42 C.F.R. §§ 438.3(h) and 438.230(c)(3)(i-iii)).

ii. Retain all records and documents originated or prepared pursuant to the Contractor's or subcontractor's performance under this Contract, including member grievance and appeal records identified in Exhibit A, Attachment 12, Section 2 and the data, information and documentation specified in (or that demonstrates compliance with) 42 C.F.R. §§ 438.604, 438.606, 438.608, and 438.610, as applicable. (42 C.F.R. § 438.3(u); see also § 438.3(h)).

3) "Records and documents" include but are not limited to all physical and electronic records and documents originated or prepared

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pursuant to the Contractor's or subcontractor's performance under this Contract including working papers, reports, financial records and documents of account, member records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for members.

B. Notices

Unless otherwise specified in this Contract, all notices to be given under this Contract shall be in writing and shall be deemed to have been given when mailed, to the Department or the Contractor at the following addresses, unless the Contract explicitly requires notice to another individual or organizational unit:

Department of Health Care Services Medi-Cal Behavioral Health Division 1501 Capitol Avenue, MS 2702 Sacramento, CA 95814	Mendocino County Mental Health 1120 South Dora Street, Ukiah, CA 95482

C. Nondiscrimination

1) Consistent with the requirements of applicable federal law, such as 42 C.F.R. § 438.3(d)(3) and (4), and state law, the Contractor shall not engage in any unlawful discriminatory practices in the admission of members, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on any ground protected under federal or state law, including sex, race, color, gender, gender identity, religion, marital status, national origin, ethnic group identification, ancestry, age, sexual orientation, medical condition, genetic information, or mental or physical handicap or disability. (42 U.S.C. § 18116; 42 C.F.R. § 438.3(d)(3-4); 45 C.F.R. § 92.2; Government Code § 11135(a); W&I Code § 14727(a)(3)).

2) The Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended (codified at 29 U.S.C. § 794), prohibiting exclusion, denial of benefits, and discrimination against qualified individuals with a disability in any federally assisted programs or activities, and shall comply with the implementing regulations in 45 C.F.R. Parts 84 and 85, as applicable.

3) The Contractor shall include the nondiscrimination and compliance provisions of this Contract in all subcontracts and provider contracts to perform work under this Contract.

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4) Noncompliance with the nondiscrimination requirements in this subsection C shall constitute grounds for state to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

D. Relationship of the Parties

The Department and the Contractor are, and shall at all times be deemed to be, independent agencies. Each party to this Contract shall be wholly responsible for the manner in which it performs the obligations and services required of it by the terms of this Contract. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the parties or any of their agents or employees. Each party assumes exclusively the responsibility for the acts of its employees or agents as they relate to the services to be provided during the course and scope of their employment. The Department and its agents and employees shall not be entitled to any rights or privileges of the Contractor's employees and shall not be considered in any manner to be Contractor employees. The Contractor and its agents and employees shall not be entitled to any rights or privileges of state employees and shall not be considered in any manner to be state employees.

E. [Reserved]

F. Freeze Exemptions

1) If Contractor adopts a hiring freeze during the term of this Contract, such hiring freeze shall not be applied to the positions funded, in whole or in part, by this Contract.

2) Contractor shall not implement any personnel policy, which may adversely affect the performance of this Contract, or the positions funded, in whole or in part, by this Contract.

3) If Contractor adopts a travel freeze or travel limitation policy during the term of this Contract, such policy shall not restrict travel funded, in whole or in part, by this Contract.

4) If Contractor adopts a purchasing freeze or purchase limitation policy during the term of this Contract, such policy shall not restrict or limit purchases funded, in whole or in part, by this Contract.

G. Force Majeure

Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but not be limited to acts of God, fire, flood, earthquake, other

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natural disaster, nuclear accident, strike, lockout, riot, freight-embargo, related-utility, or governmental statutes or regulations super-imposed after the fact. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor or contracted provider, and if such default arises out of causes beyond the control of both the Contractor and subcontractor or contracted provider, and without the fault or negligence of either of them, the Department shall not sanction the Contractor because of such delay or failure. In the event of such acts, the Contractor shall take reasonable steps to perform under this Contract.

H. Participation in the County Behavioral Health Director's Association of California

1) The Contractor's County Administrator or designee shall participate and represent the county in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for SUD services.

2) The Contractor's County Administrator or designee shall attend any special meetings called by the Director of DHCS.

6. Duties of the State

In discharging its obligations under this Contract, and in addition to the obligations set forth in other parts of this Contract, the Department shall perform the following duties:

A. Payment for Services

The Department shall make the appropriate payments set forth in Exhibit B and take all appropriate steps to secure and pay FFP to the Contractor, once the Department receives FFP, for claims submitted by the Contractor.

B. Reviews

1) The Department shall conduct compliance reviews including but not limited to reviews of access and quality of care in the Contractor's county, at least once every three years. (9 C.C.R. § 1810.380, subdivision (a); W&I Code § 14197.7; 42 C.F.R. § 438.66; BHIN 23-044.)

2) {SMHS and DMC-ODS only} The Department shall also arrange for an annual external quality review of the Contractor. (42 C.F.R. § 438.350; and 9 C.C.R. section 1810.380, subd. (a)(7).)

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C. Monitoring for Compliance; Corrective Action; Sanctions

1) Monitoring criteria shall include, but not be limited to:

i. Whether the quality of work or services being performed conforms to Exhibit A.

ii. Whether the Contractor has established and is monitoring appropriate quality standards.

iii. Whether the Contractor is abiding by all the terms and requirements of this Contract.

2) During the review, the Department shall review the status of the Quality Improvement Plan, as described in Exhibit A, Attachment 5 and the Contractor's monitoring activities.

i. This review shall include the Contractor's service delivery system, member protections, access to services, authorization for services, compliance with regulatory and contractual requirements of the waiver, and a member records review.

ii. This review shall provide DHCS with information as to whether the Contractor is complying with its responsibility to monitor service delivery capacity.

3) When monitoring activities identify areas of non-compliance, the Department shall issue a report to the Contractor detailing findings of the review and recommendations. (9 C.C.R. § 1810.380, subd. (a); W&I Code § 14197.7; 42 C.F.R. § 438.66; BHIN 23-044; BHIN 23-006).

i. If the Department determines that the Contractor has failed to comply with any applicable requirements, the Department may:

a. Engage the Contractor to determine if there are challenges that can be addressed with facilitation and technical assistance; and/or

b. Request a corrective action plan (CAP) from the Contractor to address those deficiencies within 60 days or such other timeframe as may be specified by the Department. The Contractor shall submit a CAP to the Department within the timeframe required by the Department.

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ii. The Contractor's CAP shall:

a. Be documented on the DHCS CAP template.

b. Provide a specific description of how the deficiency shall be corrected.

c. Identify the title of the individual(s) responsible for:

d. Correcting the deficiency; and

e. Ensuring on-going compliance.

f. Provide a specific description of how the provider will ensure on-going compliance.

g. Specify the target date of implementation of the corrective action.

iii. The Department shall provide written acknowledgement of the CAP to the Contractor. If the Contractor does not address all of the deficiencies in the CAP submitted by the Contractor, the Department shall provide guidance on the deficient areas in the CAP acknowledgement letter and request an updated CAP from the Contractor.

iv. If the Contractor fails to submit a CAP or if the Contractor does not implement the approved CAP provisions within the designated timeline, then the Department may withhold funds or issue monetary sanctions until the Contractor is in compliance, terminate this Contract for cause, remove the Contractor from the DMC-ODS Waiver (if applicable), or take any other actions it deems necessary to resolve the Contractor's deficiencies. The Department shall inform the Contractor 30 calendar days in advance of when funds will be withheld.

4) The Department may impose administrative and monetary sanctions, including the temporary withhold of federal financial participation and realignment payments, on the Contractor for any of the following in accordance with W&I Code section 14197.7; BHINs 22-045, 23-006, and 24-044; and other guidance issued by the Department pursuant to W&I Code section 14197.7, subdivision (r):

i. violations of the terms of this Contract, applicable federal and state law and regulations, the Medi-Cal state plan, or approved waivers;

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ii. failure to comply with the requirements of a CAP; or

iii. for other good cause.

5) The Contractor shall prepare and submit a report to the Department that provides information for the areas set forth in 42 C.F.R. section 438.66(b) and (c) as outlined in Exhibit A, Attachment 14, Section 7, in the manner specified by the Department.

D. {SMHS only} Certification of Organizational Provider Sites Owned or Operated by the Contractor

1) The Department shall certify the organizational provider sites that are owned, leased or operated by the Contractor, in accordance with 9 C.C.R. section 1810.435, and the requirements specified in Exhibit A, Attachment 8, Section 8. This certification shall be performed prior to the date on which the Contractor begins to deliver services under this Contract at these sites and once every three years after that date, unless the Department determines an earlier date is necessary. The on-site review required by 9 C.C.R. section 1810.435, subdivision (e), shall be conducted of any site owned, leased, or operated by the Contractor and used to deliver covered services to members, except that on-site review is not required for public school or satellite sites.

2) The Department may allow the Contractor to begin delivering covered services to members at a site subject to on-site review by the Department prior to the date of the on-site review, provided the site is operational and has all required fire clearances. The earliest date the Contractor may begin delivering covered services at a site subject to on site review by the Department is the date the Contractor requested certification of the site in accordance with procedures established by the Department, the date the site was operational, or the date a required fire clearance was obtained, whichever date is latest.

3) The Department may allow the Contractor to continue delivering covered services to members at a site subject to on-site review by the Department as part of the recertification process prior to the date of the on-site review, provided the site is operational and has all required fire clearances.

4) Nothing in this section precludes the Department from establishing procedures for issuance of separate provider identification numbers for each of the organizational provider sites operated by the

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Contractor to facilitate the claiming of FFP by the Contractor and the Department's tracking of that information.

E. Excluded Providers

1) The Department shall review the ownership and control disclosures submitted by the Contractor, and any subcontractors as required in 42 C.F.R. section 438.608(c).

2) Consistent with the requirements in 42 C.F.R. section 455.436, the Department shall confirm the identity and determine the exclusion status of the Contractor, any subcontractor, as well as any person with an ownership or control interest, or who is an agent or managing employee of the Contractor through routine checks of Federal databases.

3) If the Department finds a party that is excluded, it shall promptly notify the Contractor and take action consistent with 42 C.F.R. section 438.610(d).

F. Performance Measurement

The Department shall measure the Contractor's performance based on Medi-Cal approved claims and other data submitted by the Contractor to the Department using standard measures established by the Department in consultation with stakeholders.

G. Website Transparency

The Department shall post on its website the documents and reports described in 42 C.F.R. sections 438.10(c)(3) and 438.602(g).

H. Member Support System (42 C.F.R. § 438.71(a) & (b)(1)(ii).)

The Department shall develop and implement a member support system, which must perform outreach to members and/or authorized representatives and be accessible in multiple ways including phone, Internet, in-person, and via auxiliary aids and services when requested.

7. State and Federal Law Governing this Contract

A. The Contractor/Subrecipient Designation: the Contractor is considered a contractor subject to 2 C.F.R part 200 (45 C.F.R. part 75).

B. The Contractor agrees to comply with all applicable federal and state law, including but not limited to the statutes and regulations incorporated by reference below, any applicable federal and state laws that pertain to member rights, and applicable sections of the State Plan, applicable

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federal waivers, and applicable Behavioral Health Information Notices (BHINs) in its provision of covered services.

1) The Contractor agrees to comply with any changes to these statutes and regulations, State Plan, federal waivers, and BHINs that occur during the Contract period. The Contractor shall also comply with any newly applicable statutes, regulations, State Plan Amendments, federal waivers, and BHINs that become effective during the Contract period. These obligations shall apply without the need for a Contract amendment(s). If the parties amend the affected provisions to conform to the changes in law, the amendment shall be retroactive to the effective date of such changes in law.

2) To the extent there is a conflict between the terms of this Contract and any federal or state statute or regulation, the State Plan, federal waivers, or BHIN, the Contractor shall comply with the federal or state statute or regulation, the State Plan, federal waiver, or BHIN and the conflicting Contract provision shall no longer be in effect.

3) The parties agree that the terms of this Contract are severable and in the event that changes in law render provisions of the Contract void, the unaffected provisions and obligations of this Contract will remain in full force and effect.

C. The Contractor agrees to comply with all existing policy letters issued by the Department. All policy letters issued by the Department subsequent to the effective date of this Contract shall provide clarification of the Contractor's obligations pursuant to this Contract, and may include instructions to the Contractor regarding implementation of mandated obligations pursuant to state or federal statutes or regulations, or pursuant to judicial interpretation.

D. Federal Laws Governing this Contract. This section reminds Contractor of the need to comply with federal laws to the extent they are applicable, including but not limited to:

1) Title 42 United States Code;

2) Title 42 of the Code of Federal Regulations, including:

i. 42 C.F.R. Part 438, Medicaid Managed Care, limited to those provisions that apply to Prepaid Inpatient Health Plans (PIHPs), except for the provisions that are inapplicable to this Contract pursuant to the current CalAIM 1915(b) Waiver Approved Application (see Section A, Part I.A).

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ii. 42 C.F.R. § 455.

iii. 42 C.F.R. §§ 8.1 through 8.6, regarding MAT.

iv. 42 C.F.R. Part 2.

3) [Reserved];

4) 21 C.F.R. §§ 1301.01 through 1301.93, Department of Justice, Controlled Substances;

5) Title VI of the Civil Rights Act of 1964;

6) Title VII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.

7) Title IX of the Education Amendments of 1972;

8) Age Discrimination Act of 1975;

9) Age Discrimination in Employment Act (29 CFR Part 1625).

10) Rehabilitation Act of 1973;

11) Americans with Disabilities Act;

12) Section 1557 of the Patient Protection and Affordable Care Act, including the implementing regulations at 45 C.F.R. Part 92;

13) Deficit Reduction Act of 2005;

14) Balanced Budget Act of 1997;

15) Section 106(g) of the Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g)) as amended by section 1702. For full text of the award term, go to: http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title22-section7104d&num=0&edition=prelim.

16) The provisions of the Hatch Act (Title 5 USC, sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

17) Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.

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18) Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.

19) The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.

20) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

21) The Copeland Anti-Kickback Act, which requires that all contracts and subcontracts in excess of $2000 for construction or repair awarded by the Contractor and its subcontractors shall include a provision for compliance with the Copeland Anti-Kickback Act.

22) The Davis-Bacon Act, as amended, which provides that, when required by Federal Medicaid program legislation, all construction contracts awarded by the Contractor and its subcontractors of more than $2,000 shall include a provision for compliance with the Davis-Bacon Act as supplemented by Department of Labor regulations.

23) The Contract Work Hours and Safety Standards Act, as applicable, which requires that all subcontracts awarded by the Contractor in excess of $2,000 for construction and in excess of $2,500 for other subcontracts that involve the employment of mechanics or laborers shall include a provision for compliance with the Contract Work Hours and Safety Standards Act.

E. Pursuant to W&I Code section 14704, a regulation or order concerning Medi-Cal SMHS adopted by the State Department of Mental Health pursuant to W&I Code, division 5 (commencing with Section 5000), as in effect preceding the effective date of section 14704, shall remain in effect and shall be fully enforceable, unless and until the readoption, amendment, or repeal of the regulation or order by the Department, or until it expires by its own terms. Such a regulation or order may also be superseded by information notice.

F. State Laws Governing this Contract. This section reminds Contractor of the need to comply with state laws to the extent they are applicable, including but not limited to:

1) W&I Code, division 5

2) W&I Code section 14000 et seq., including:

i. Sections 14021, 14021.5, 14021.6

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ii. Sections 14043 et seq.

iii. Sections 14059.5, 14184.402, and 14184.403

iv. Section 14100.2

v. Sections 14680-14685.1

vi. Sections 14700-14727

3) Chapter 7, Part 3, Division 9, W&I Code, division 9, part 3, chapter 7

4) Health and Safety Code, division 10.5, part 2, commencing with section 11760.

5) Government Code section 16367.8.

6) Title 2, Division 3, Article 9.5 of the Gov. Code, commencing with Section 11135.

7) Cal. Code Regs., tit. 9, including:

i. Division 4, chapter 6, commencing with section 10800.

ii. Division 4, chapter 8, commencing with § 13000 (Certification of Alcohol and Other Drug Counselors).

iii. Sections 1810.100 et. seq. – Medi-Cal Specialty Mental Health Services, except for those regulations that are superseded by BHINs.

iv. Sections 9000-14240

8) Cal. Code Regs., tit. 22, including:

i. Sections 50951 and 50953

ii. Sections 51014.1 and 51014

iii. Sections 51341.1, 51490.1 and 51516.1 (with the exception of the provisions superseded by W&I Code, division 9, part 3, chapter 7, article 5.51, as set forth in this contract and/or BHINs related to medical necessity, documentation requirements, and payment reform)

9) State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures).

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10) Fair Employment and Housing Act (Gov. Code section 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, Div. 4 § 7285.0 et seq.).

G. No state funds, Federal funds, or mental health or substance use disorder realignment funds (e.g., Behavioral Health Subaccount of the Local Revenue Fund 2011, Mental Health Subaccount of the Local Revenue Fund) shall be used by the Contractor, or its subcontractors or contracted providers, for sectarian worship, instruction, and/or proselytization. No state funds shall be used by the Contractor, or its subcontractors or contracted providers, to provide direct, immediate, or substantial support to any religious activity.

Exhibit E – Attachment 1
GENERAL DEFINITIONS

Exhibit E defines the terms used in this Contract. The following definitions shall apply, but, in the event of a conflict: Exhibit E shall take precedence over state regulations; and the Medi-Cal state plan and Department guidance shall take precedence over both Exhibit E and state regulations. 42 C.F.R. Part 438, Cal. Code Regs., tit. 9, sections 1810.100-1850.535 and 9000 *et seq.,* Cal. Code Regs., tit. 22, sections 51341, 51490.1 & 51516.1; and H&S Code section 11750 *et seq.*

1. "Advance Directives" means a written instruction, such as a living will or durable power of attorney for health care, recognized under State law (whether statutory or as recognized by the courts of the State), relating to the provision of the health care when the individual is incapacitated.

2. "Abuse" means provider practices that are inconsistent with sound, fiscal, business, or medical practices, and result in an unnecessary cost to the Medi-Cal program, or in reimbursement for services that are not medically necessary or that fail to meet professionally recognized standards for health care. It also includes member practices that result in unnecessary cost to the Medi-Cal program. (See 42 C.F.R. §§ 438.2, 455.2)

3. "Adolescents" means members under age 21.

4. "Adult" means members 21 years of age or over.

5. "Alcohol or other Drug (AOD) Counselor" means: 1) either certified or registered by an organization that is recognized by the Department of Health Care Services and accredited with the National Commission for Certifying Agencies (NCCA); and 2) meets all California State education, training, and work experience requirements set forth in the Counselor Certification Regulations, 9 C.C.R., division 4, chapter 8.

6. "American Indian/Alaska Native (AI/AN)" means any person defined in Title 25 United States Code sections 1603(13), 1603(28), or section 1679(a), or who has been determined eligible as an Indian under 42 C.F.R. section 136.12.

7. "Ancillary Service" means to include individualized connection, referral, and linkages to community-based services and supports.

8. "Appeal" means a review by the Contractor of an adverse benefit determination or a denial to expedite an authorization decision.

9. "Available Capacity" means the total number of units of service (bed days, hours, slots, etc.) that a Contractor actually makes available in the current fiscal year.

10. "ASAM Criteria" means the comprehensive set of guidelines developed by the American Society of Addiction Medicine for placement, continued stay, transfer, or discharge of patients with addiction and co-occurring conditions.

11. "Calendar Week" means the seven-day period from Sunday through Saturday.

Exhibit E – Attachment 1
GENERAL DEFINITIONS

12. “Complaint” means requesting to have a problem solved or have a decision changed because the individual is not satisfied. Depending on the circumstances, a complaint may also qualify as a grievance or an appeal.

13. "Contractor" means the Contractor named in this Intergovernmental Agreement.

14. "Contracted Provider” means:

    A. For SMHS and DMC-ODS programs (if applicable to Contractor): All network providers (including providers owned or operated by Contractor), and any out-of-network providers with whom Contractor contracts for the delivery of covered services to members.

    B. For DMC programs (if applicable to Contractor): A DMC-certified provider (including a provider owned or operated by Contractor) that has entered into an agreement with the Contractor to be a provider of covered services.

15. “Corrective Action Plan (CAP)” means the written plan of action which the Contractor or its contracted provider develops and submits to DHCS to address or correct a deficiency or process that is non-compliant with applicable standards.

16. “County of Responsibility” means the county that is financially responsible for the behavioral health needs and services of a given member.

17. "Covered Services" refer to:

    A. SMHS, as enumerated in Exhibit A, Attachment 2A and further defined in Exhibit E, Attachment 2; and either

    B. DMC-ODS services, as enumerated in Exhibit A, Attachment 2C and further defined in Exhibit E, Attachment 3, as applicable to this Contract; or

    C. DMC services, as enumerated in Exhibit A, Attachment 2E and further defined in Exhibit E, Attachment 3, as applicable to this Contract.

18. “Days” means calendar days, unless otherwise specified.

19. “Dedicated Capacity” means the historically calculated service capacity, by modality, adjusted for the projected expansion or reduction in services, which the Contractor agrees to make available to provide SUD services to persons eligible for Contractor services.

20. "Department" means the California Department of Health Care Services (DHCS).

Exhibit E – Attachment 1
GENERAL DEFINITIONS

21. "Direct Provider Contract" means a contract established between DHCS and a DMC enrolled provider entered into pursuant to this Contract for the provision of DMC services.

22. "Director" means the Director of DHCS.

23. "Discrimination Grievance" means a complaint concerning the unlawful discrimination on the basis of any characteristic protected under federal or state law, including sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation.

24. "DMC-Certified Provider" means a substance use disorder clinic location that has received certification to be reimbursed as a DMC clinic by the state to provide services as described in 22 C.C.R. section 51341.1.

25. "DMC Re-certification" means the process by which the DMC-certified clinic is required to submit an application and specified documentation, as determined by DHCS, to remain eligible to participate in and be reimbursed through the DMC program. Re-certification shall occur no less than every five years from the date of previous DMC certification or re-certification.

26. "DMC Termination of Certification" means the provider is no longer certified to participate in the Drug Medi-Cal program upon the state's issuance of a DMC certification termination notice.

27. "DMC Temporary Suspension" means the provider is temporarily suspended from participating in the DMC program pursuant to W&I Code section 14043.36, subdivision (a). The provider cannot bill for DMC services from the effective date of the temporary suspension.

28. "Drug Medi-Cal Organized Delivery System (DMC-ODS)" is a Medi-Cal SUD delivery system to provide SUD treatment services to members in counties that choose to opt into and implement the program.

29. "Drug Medi-Cal (DMC) Program" means the state system wherein members receive covered services from DMC-certified substance use disorder treatment providers.

30. "Early and Periodic Screening, Diagnosis, and Treatment (EPSDT)" means the federal mandate under Section 1905(r) of the Act, which requires the Contractor to ensure that all members under age 21 receive all applicable mental health or SUD services needed to correct or ameliorate health conditions that are coverable under Section 1905(a) of the Act. Consistent with federal guidance, services need not be curative or completely restorative to ameliorate a health condition. Services that sustain, support, improve, or make more tolerable a

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health condition are considered to ameliorate the condition and are thus covered as EPSDT services.

31. "Education and Job Skills" means linkages to life skills, employment services, job training, and education services.

32. "Emergency" means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in the following:

    A. Placing the health of the individual (or, for a pregnant member, the health of the member or their unborn child) in serious jeopardy;

    B. Serious impairment to bodily functions;

    C. Serious dysfunction of any bodily organ or part; or

    D. Death.

33. "Excluded Services" means services that are not covered under this Contract.

34. "Expanded Substance Use Disorder Treatment Services" means services listed in Supplement 3 to Attachment 3.1-A of the California Medi-Cal State Plan.

35. "Face-to-Face" means a service occurring in person.

36. "Federal Financial Participation (FFP)" means the share of federal Medicaid funds for reimbursement of covered services.

37. "Fraud" means an intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to self or some other person. It includes an act that constitutes fraud under applicable State and Federal law. (42 C.F.R. §§ 438.2, 455.2)

38. "Grievance" means an expression of dissatisfaction about any matter other than an adverse benefit determination or an appeal of a denial to expedite an authorization decision. Grievances may include, but are not limited to, the quality of care or services provided, and aspects of interpersonal relationships such as rudeness of a provider or employee, or failure to respect the member's rights regardless of whether remedial action is requested. (42 C.F.R. § 438.400)

39. "Grievance and Appeal System" means the processes the Contractor implements to handle appeals of an adverse benefit determination and grievances, as well as the processes to collect and track information about them, as described in Exhibit A, Attachment 12.

40. "Hospitalization" means a supervised recovery period in a facility that provides hospital inpatient care.

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41. "Habilitative services and devices" help a person keep, learn, or improve skills and functioning for daily living. (45 C.F.R. § 156.115(a)(5)(i))

42. "Homelessness" means the member meets the definition established in section 11434a of the federal McKinney-Vento Homeless Assistance Act. Specifically, this includes (A) individuals who lack a fixed, regular, and adequate nighttime residence (within the meaning of section 103(a)(1) of the Act); and (B) includes: (i) children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals; (ii) children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings (within the meaning of section 103(a)(2)(C)); (iii) children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and (iv) migratory children (as such term is defined in section 1309 of the Elementary and Secondary Education Act of 1965) who qualify as homeless for the purposes of this subtitle because the children are living in circumstances described in clauses (i) through (iii).

43. Indian Health Care Provider (IHCP) means a health care program operated by the IHS ("IHS facility"), an Indian Tribe, a Tribal Organization, or Urban Indian Organization (otherwise known as an I/T/U) as those terms are defined in section 4 of the Indian Health Care Improvement Act. (25 U.S.C. § 1603; 42 C.F.R. § 438.14(a)).

44. "Indian Health Service (IHS) facilities" means facilities and/or health care programs administered and staffed by the federal Indian Health Service.

45. "Involvement in child welfare" means the member has an open child welfare services case, or the member is determined by a child welfare services agency to be at imminent risk of entering foster care but able to safely remain in their home or kinship placement with the provision of services under a prevention plan, or the member is a child whose adoption or guardianship occurred through the child welfare system. A child has an open child welfare services case if: a) the child is in foster care or in out of home care, including both court-ordered and by voluntary agreement; or b) the child has a family maintenance case (pre-placement or post-reunification), including both court-ordered and by voluntary agreement. A child can have involvement in child welfare whether the child remains in the home or is placed out of the home.

46. "Juvenile justice involvement" means the member (1) has ever been detained or committed to a juvenile justice facility, or (2) is currently under supervision by the juvenile delinquency court and/or a juvenile probation agency. Members who

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have ever been in custody and held involuntarily through operation of law enforcement authorities in a juvenile justice facility, including youth correctional institutions, juvenile detention facilities, juvenile justice centers, and other settings such as boot camps, ranches, and forestry/conservation camps, are included in the "juvenile justice involvement" definition. Members on probation, who have been released home or detained/placed in foster care pending or post-adjudication, under probation or court supervision, participating in juvenile drug court or other diversion programs, and who are otherwise under supervision by the juvenile delinquency court and/or a juvenile probation agency also meet the "juvenile justice involvement" criteria.

47. "Licensed Practitioners of the Healing Arts (LPHA)" includes any of the following: licensed physicians, licensed psychologists (including waivered psychologists), licensed clinical social workers (including waivered or registered clinical social workers), licensed professional clinical counselors (including waivered or registered professional clinical counselors), licensed marriage and family therapists (including waivered or registered marriage and family therapists), registered nurses (including certified nurse specialists and nurse practitioners), licensed vocational nurses, licensed psychiatric technicians, and licensed occupational therapists.

48. "Managed Care Program" means a managed care delivery system operated by a state as authorized under sections 1915(a), 1915(b), 1932(a), or 1115(a) of the Social Security Act.

49. "Medically necessary" or "medical necessity" has the same meaning as set forth in W&I Code sections 14059.5 and 14184.402 and any related guidance issued by the Department.

    A. For members 21 years of age or older, a service is "medically necessary" or a "medical necessity" when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain.

    B. For members under 21 years of age, a service is "medically necessary" or a "medical necessity" if the service meets the EPSDT standard set forth in Section 1396d(r)(5) of Title 42 of the United States Code, including if the service is necessary to correct or ameliorate mental health conditions and SUDs, as described above under the definition of ESPDT.

50. "Member" means a Medi-Cal recipient who is eligible to receive services from the Contractor.

51. "Modality" means those necessary overall general service activities to provide substance use disorder services as described in Health and Safety Code, division 10.5.

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52. A “Network Provider” means a provider or group of providers, including a provider owned or operated by Contractor, that has a network provider agreement with Contractor or a subcontractor, and receives Medicaid funding directly or indirectly to order, refer or render covered SMHS and/or DMC-ODS services under this Contract (as applicable to Contractor). A network provider is not a subcontractor by virtue of the network provider agreement. (42 C.F.R. § 438.2) (The term “network provider” is not applicable to DMC programs.)

53. “Out-of-network provider” means, for purposes of SMHS and DMC-ODS programs, a provider or group of providers that does not have a network provider agreement with Contractor or with a subcontractor. A provider may be “out of network” for one behavioral health managed care program, but in the network of another behavioral health managed care program. (The term “out-of-network provider” is not applicable to DMC programs.)

54. “Out-of-plan provider” has the same meaning as out-of-network provider.

55. “Overpayment” means any payment made by Contractor to a subcontractor or contracted provider to which the subcontractor or contracted provider is not entitled under Title XIX of the Act, or any payment to Contractor by the Department to which Contractor is not entitled under Title XIX of the Act. (42 C.F.R. § 438.2)

56. “Payment Suspension” means a DMC-certified provider has been issued a notice pursuant to W&I Code section 14107.11 and is not authorized to receive payments after the payment suspension date for DMC services, regardless of when the service was provided.

57. “Peer Support Specialist” means an individual with a current State-approved Medi-Cal Peer Support Specialist Certification Program certification who meets ongoing education requirements and provides services under the direction of a Behavioral Health Professional. (State Plan, Supplement 3 to Attachment 3.1-A, page 2j [TN 22-0026].)

58. “Performance” means providing the dedicated capacity for covered services, and more generally, abiding by the terms of Exhibit A and all applicable state and federal statutes, regulations, and standards in expending funds for the provision of covered services under this Contract.

59. “Physician Incentive Plans” mean any compensation arrangement to pay a physician or physician group that may directly or indirectly have the effect of reducing or limiting the services provided to any plan enrollee.

60. “Physician services” means services provided by an individual licensed under state law to practice medicine.

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61. "PIHP" means Prepaid Inpatient Health Plan. A Prepaid Inpatient Health Plan is an entity that:

    A. Provides medical services to members under contract with the Department, and on the basis of prepaid capitation payments, or other payment arrangement that does not use state plan rates;

    B. Provides, arranges for, or otherwise has responsibility for the provision of any inpatient hospital or institutional services for its members; and

    C. Does not have a comprehensive risk contract. (42 C.F.R. § 438.2)

62. "Postpartum" as defined for DMC purposes, means the 60-day period beginning on the last day of pregnancy, regardless of whether other conditions of eligibility are met. Eligibility for perinatal services shall end on the last day of the calendar month in which the 60th day occurs.

63. "Postservice Postpayment (PSPP) Utilization Review" means the review for DMC/DMC-ODS program compliance conducted by the state after service was rendered and paid. The Department may recover prior payments of Federal and state funds if such a review determines that the services did not comply with the applicable statutes, regulations, or terms as specified in this Contract.

64. "Postservice Prepayment Utilization Review" means the review for DMC/DMC-ODS program compliance and or integrity conducted by DHCS. DHCS will provide technical assistance for areas identified that did not comply with the applicable statutes, regulations, or standards (Cal. Code Regs., tit. 22, § 51159(b)).

65. "Prior authorization" means a formal process requiring a provider to obtain advance approval for the amount, duration, and scope of covered services.

66. "Primary Care" means all health care services and laboratory services customarily furnished by or through a general practitioner, family physician, internal medicine physician, obstetrician/gynecologist, pediatrician, or other licensed practitioner as authorized by the State Medicaid program, to the extent the furnishing of those services is legally authorized in the state in which the practitioner furnishes them.

67. "Primary care provider" means a person responsible for supervising, coordinating, and providing initial and primary care to patients, for initiating referrals, and for maintaining the continuity of patient care. A primary care provider may be a primary care physician or non-physician medical practitioner.

68. "Prescription drugs" means simple substances or mixtures of substances prescribed for the cure, mitigation, or prevention of disease, or for health maintenance that are:

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A. Prescribed by a physician or other licensed practitioner of the healing arts within the scope of professional practice as defined and limited by Federal and State law;

B. Dispensed by licensed pharmacists and licensed authorized practitioners in accordance with the State Medical Practice Act; and

C. Dispensed by the licensed pharmacist or practitioner on a written prescription that is recorded and maintained in the pharmacist's or practitioner's records.

69. “Provider” means any individual or entity that is engaged in the delivery of services, or ordering or referring for those services, and is licensed or certified to do so, including providers employed, owned, or operated by the Contractor. (42 C.F.R. 438.2)

70. “Utilization Review/Quality Assessment (UR/QA)” activities are reviews of physicians, health care practitioners and providers of health care services in the provision of health care services and items for which payment may be made to determine whether:

A. Such services are or were reasonable and medically necessary and whether such services and items are allowable; and

B. The quality of such services meets professionally recognized standards of health care.

71. “Rehabilitation Services” includes any medical or remedial services recommended by a physician or other licensed practitioner of the healing arts, within the scope of their practice under state law, for maximum reduction of physical or mental disability and restoration of a member to their best possible functional level.

72. “Relapse” means a single instance of a member's substance use or a member's return to a pattern of substance use.

73. “Relapse Trigger” means an event, circumstance, place or person that puts a member at risk of relapse.

74. “Revenue" means Contractor’s income from sources other than the state allocation.

75. “Safeguarding medications” means facilities will store all resident medication and facility staff members may assist with resident’s self-administration of medication.

76. “Satellite site” means a site owned, leased or operated by an organizational provider at which SMHS are delivered to members fewer than 20 hours per

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week, or, if located at a multiagency site at which SMHS are delivered by no more than two employees or contractors of the provider.

77. “Service Area" means the geographical area under the Contractor’s jurisdiction.

78. “Service Authorization Request” means a member’s request for the provision of a service.

79. “Service Element” is the specific type of service performed within the more general service modalities.

80. “Short-Term Resident” means any member receiving residential SUD services; regardless of the length of stay. The member is considered a “short-term resident” of the residential facility in which they are receiving the services.

81. “Significant Change" means a change in the scope of covered services under this Contract, an increase or decrease in the amount or types of services that are available, an increase or decrease in the number of network providers, or any other change that would impact the benefits available through this Contract.

82. “State Hearing” means a hearing provided by the State to members pursuant to Cal. Code Regs., tit. 22, § 50951 and 50953 and Cal. Code Regs., tit. 9, § 1810.216.6. State Hearings shall comply with all applicable 42 CFR requirements.

83. “Subcontractor” means an individual or entity that has a contract with Contractor that relates directly or indirectly to the performance of the Contractor’s obligations under this Contract. (42 C.F.R. § 438.2.) A contracted provider is not a subcontractor by virtue of its provider agreement to deliver covered services. Notwithstanding the foregoing, for purposes of Exhibit D(F) the term “subcontractor” shall include contracted providers.

84. “Substance Use Disorder Diagnoses” are those set forth in the Diagnostic and Statistical Manual of Mental Disorders Fifth Edition, published by the American Psychiatric Association.

85. “Substance Use Disorder Medical Director” has the same meaning as in 22 C.C.R. section 51000.24.4.

86. “Support Groups” means linkages to self-help and support, spiritual and faith-based support.

87. “Support Plan” means a list of individuals and/or organizations that can provide support and assistance to a member to maintain sobriety.

88. “Telehealth” means contact with a member via synchronous audio and video by an LPHA, Peer Support Specialist, or registered or certified counselor and may be done in the community or the home.

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89. "Telephone" means contact with a member via synchronous, real-time audio-only telecommunications systems.

90. "Therapy" means a service activity that is a therapeutic intervention that focuses primarily on symptom reduction and restoration of functioning as a means to improve coping and adaptation and reduce functional impairments. Therapeutic intervention includes the application of cognitive, affective, verbal or nonverbal, strategies based on the principles of development, wellness, adjustment to impairment, recovery and resiliency to assist a member in acquiring greater personal, interpersonal and community functioning or to modify feelings, thought processes, conditions, attitudes or behaviors which are emotionally, intellectually, or socially ineffective. These interventions and techniques are specifically implemented in the context of a professional clinical relationship. Therapy may be delivered to a member or group of members and may include family therapy directed at improving the member's functioning and at which the member is present. (State Plan, Supplement 3 to Attachment 3.1-A, page 2b [TN 22-0023].)

91. "Threshold Language" means a language that has been identified as the primary language, as indicated on the Medi-Cal Eligibility System (MEDS), of 3,000 members or five percent of the member population, whichever is lower, in an identified geographic area.

92. "Transportation Services" means provision of or arrangement for transportation to and from medically necessary treatment.

93. "Treatment Planning" means a service activity to develop or update a member's course of treatment, documentation of the recommended course of treatment, and monitoring a member's progress. (State Plan, Supplement 3 to Attachment 3.1-A, page 2b [TN 22-0023].)

94. "Tribal 638 Providers" –means Federally recognized Tribes or Tribal organizations that contract or compact with IHS to plan, conduct and administer one or more individual programs, functions, services or activities under Public Law 93-638.

    A. A Tribal 638 provider enrolled in Medi-Cal as an Indian Health Services-Memorandum of Agreement (IHS-MOA) provider must appear on the "List of American Indian Health Program Providers" set forth in APL 17-020, Attachment 1 in order to qualify for reimbursement as a Tribal 638 Provider under BHIN 22-020.

    B. A Tribal 638 provider enrolled in Medi-Cal as a Tribal Federally Qualified Health Center (FQHC) provider is governed by and must enroll in Medi-Cal consistent with the Tribal FQHC criteria established in the California State Plan, the Tribal FQHC section of the Medi-Cal provider manual, and APL 21-008. Tribal 638 providers enrolled in Medi-Cal as a Tribal FQHC

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must appear on the “List of Tribal Federally Qualified Health Center Providers," which is set forth on Attachment 2 to APL 21-008.

95. “Urban Indian Organizations (UIO)” – A Nonprofit corporate body situated in an urban center, governed by an urban Indian controlled board of directors, and providing for the maximum participation of all interested Indian groups and individuals, which body is capable of legally cooperating with other public and private entities for the purpose of performing the activities described in section 1653(a) of Title 25 of the Code of Federal Regulations.

96. “Urgent care” means a condition perceived by a member as serious, but not life threatening. A condition that disrupts normal activities of daily living and requires assessment by a health care provider and if necessary, treatment within 24-72 hours.

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1. "Assessment" means a service activity designed to collect information and evaluate the current status of a member's mental, emotional, or behavioral health to determine whether Rehabilitative Mental Health Services are medically necessary and to recommend or update a course of treatment for that member. Assessments shall be conducted and documented in accordance with applicable State and Federal statutes, regulations, and standards. (State Plan, Supplement 3 to Attachment 3.1-A, page 1 [TN 22-0023].)

2. "Adult Residential Treatment Services" are recovery focused rehabilitative services provided in a non-institutional, residential setting for members who would be at risk of hospitalization or other institutional placement if they were not in the residential treatment program. The service is available 24 hours a day, seven days a week and structured day and evening services are available all seven days. Adult residential treatment services must have a clearly established site for services although all services need not be delivered at that site and some service components may be delivered through telehealth or telephone. Services will not be claimable unless the member has been admitted to the program and there is face-to-face contact between the member and a treatment staff person of the facility on the day of the service. This service includes one or more of the following components: assessment, treatment planning, therapy, and psychosocial rehabilitation. (State Plan, Supplement 3 to Attachment 3.1-A, page 2f [TN 22-0023].)

3. "Community-Based Mobile Crisis Intervention Services (also referred to as "Mobile Crisis Services")" are services that provide rapid response, individual assessment and community-based stabilization to Medi-Cal members who are experiencing a behavioral health crisis. Mobile Crisis Services are designed to provide relief to members experiencing a behavioral health crisis, including through de-escalation and stabilization techniques; reduce the immediate risk of danger and subsequent harm; and avoid unnecessary emergency department care, psychiatric inpatient hospitalizations, and law enforcement involvement. Mobile Crisis Services include warm handoffs to appropriate settings and providers when the member requires additional stabilization and/or treatment services; coordination with and referrals to appropriate health, social and other services and supports, as needed, and short-term follow-up support to help ensure the crisis is resolved and the member is connected to ongoing care. Mobile Crisis Services are directed toward the member in crisis but may include contact with a family member(s) or other significant support collateral(s) if the purpose of the collateral's participation is to assist the member in addressing their behavioral health crisis and restoring the member to the highest possible functional level. Mobile crisis services are provided by a multidisciplinary mobile crisis team at the location where the member is experiencing the behavioral health crisis. Locations may include, but are not limited to, the member's home, school, or workplace, on the street, or where a member socializes. Mobile Crisis

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Services claimed under this option cannot be provided in hospitals or other facility settings. Mobile crisis services shall be available to members experiencing behavioral health crises 24 hours a day, 7 days a week, and 365 days a year.

4. "Crisis Intervention" is an unplanned, expedited service to or on behalf of, a member to address a condition that requires more timely response than a regularly scheduled visit. Crisis intervention is an emergency response service enabling a member to cope with a crisis, while assisting the member in regaining their status as a functioning community member. The goal of crisis intervention is to stabilize an immediate crisis within a community or clinical treatment setting. It may include contact with significant support persons or other collaterals if the purpose of their participation is to focus on the treatment of the member. This service includes one or more of the following service components: assessment, therapy, and referral and linkages. Crisis Intervention services may either be face-to-face or by telephone or telehealth and may be provided in a clinic setting or anywhere in the community. (State Plan, Supplement 3 to Attachment 3.1-A, page 2d [TN 22-0023].)

5. "Crisis Residential Treatment Services" are therapeutic or rehabilitative services provided in a non-institutional residential setting which provides a structured program (short term-3 months or less) as an alternative to hospitalization for members experiencing an acute psychiatric episode or crisis who do not have medical complications requiring nursing care. This service is available 24 hours a day, seven days a week and structured day and evening services are available all seven days. Crisis residential treatment services must have a clearly established site for services although all services need not be delivered at that site and some service components may be delivered through telehealth or telephone. Services will not be claimable unless the member has been admitted to the program and there is face-to-face contact between the member and a treatment staff person of the facility on the day of the service. This service includes one or more of the following: assessment, treatment planning, therapy, psychosocial rehabilitation, and crisis intervention. (State Plan, Supplement 3 to Attachment 3.1-A, page 2g [TN 22-0023].)

6. "Crisis Stabilization" is an unplanned, expedited service lasting less than 24 hours, to or on behalf of, a member to address an urgent condition that requiring immediate attention that cannot be adequately or safely addressed in a community setting. The goal of crisis stabilization is to avoid the need for inpatient services which, if the condition and symptoms are not treated, present an imminent threat to the member or others, or substantially increase the risk of the member becoming gravely disabled. Crisis stabilization must be provided on site at a licensed 24-hour health care facility, at a hospital based outpatient program (services in a hospital based outpatient program are provided in accordance with 42 CFR 440.20), or at a provider site certified by the

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Department of Health Care Services to perform crisis stabilization and some service components may be delivered through telehealth or telephone. Crisis stabilization is an all-inclusive program and no other Rehabilitative Mental Health Services are reimbursable during the same time period this service is reimbursed. Crisis stabilization may include contact with significant support persons or other collaterals if the purpose of their participation is to focus on the treatment of the member.

Medical backup services must be available either on site or by written contract or agreement with a general acute care hospital. Medical backup means immediate access within reasonable proximity to health care for medical emergencies. Medications must be available on an as needed basis and the staffing pattern must reflect this availability. All members receiving crisis stabilization must receive an assessment of their physical and mental health. This may be accomplished using protocols approved by a physician. If outside services are needed, a referral that corresponds with the member 's needs will be made, to the extent resources are available. This service includes one or more of the following service components: assessment, therapy, crisis intervention, medication support services, referral and linkages. (State Plan, Supplement 3 to Attachment 3.1-A, page 2e [TN 22-0023].)

7. “Day Rehabilitation” is a structured program which provides services to a distinct group of individuals. Day rehabilitation is intended to improve or restore personal independence and functioning necessary to live in the community or prevent deterioration of personal independence consistent with the principles of learning and development. Services are available for at least three hours each day. Day rehabilitation is a program that lasts less than 24 hours each day. Day rehabilitation may include contact with significant support persons or other collaterals if the purpose of their participation is to focus on the treatment of the member. This service includes one or more of the following service components: assessment, treatment planning, therapy, and psychosocial rehabilitation. (State Plan, Supplement 3 to Attachment 3.1-A, page 2c [TN 22-0023].)

8. “Day Treatment Intensive” is a structured, multi-disciplinary program of therapy that may be used as an alternative to hospitalization, or to avoid placement in a more restrictive setting, or to maintain the client in a community setting and which provides services to a distinct group of members who receive services for a at least three hours per day and lasts less than 24 hours each day. This service includes one or more of the following service components: assessment, treatment planning, therapy, and psychosocial rehabilitation. This service may include contact with significant support persons or other collaterals if the purpose of their participation is to focus on the treatment of the member. Day treatment intensive services must have a clearly established site for services although all services need not be delivered at that site and some service components may be

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delivered through telehealth or telephone. (State Plan, Supplement 3 to Attachment 3.1-A, page 2c [TN 22-0023].)

9. "Intensive Care Coordination (ICC)" is a targeted case management service that facilitates assessment of care planning for and coordination of services to members under age 21 who are eligible for the full scope of Medi-Cal services and who meet medical criteria to access SMHS. ICC service components include: assessing; service planning and implementation; monitoring and adapting; and transition. ICC services are provided through the principles of the Integrated Core Practice Model (ICPM), including the establishment of the Child and Family Team (CFT) to ensure facilitation of a collaborative relationship among a child, their family and involved child-serving systems. The CFT is comprised of – as appropriate, both formal supports, such as the care coordinator, providers, case managers from child-serving agencies, and natural supports, such as family members, neighbors, friends, and clergy and all ancillary individuals who work together to develop and implement the client plan and are responsible for supporting the child and family in attaining their goals. ICC also provides an ICC coordinator who:

    A. Ensures that medically necessary services are accessed, coordinated and delivered in a strength-based, individualized, family/child driven and culturally and linguistically competent manner and that services and supports are guided by the needs of the child;

    B. Facilitates a collaborative relationship among the child, their family and systems involved in providing services to the child;

    C. Supports the parent/caregiver in meeting their child's needs;

    D. Helps establish the CFT and provides ongoing support; and

    E. Organizes and matches care across providers and child serving systems to allow the child to be served in their community.

10. "Intensive Home Based Services (IHBS)" are individualized, strength-based interventions designed to ameliorate mental health conditions that interfere with a child's functioning and are aimed at helping the child build skills necessary for successful functioning in the home and community and improving the child's family's ability to help the child successfully function in the home and community. IHBS services are provided in accordance with the Integrated Core Practice Model (ICPM) by the Child and Family Team (CFT) in coordination with the family's overall service plan which may include IHBS. Service activities may include, but are not limited to assessment, treatment plan, therapy, rehabilitation and include contact with significant support persons or other collaterals if the purpose of their participation is to focus on the treatment of the member. IHBS is

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provided to members under 21 who are eligible for the full scope of Medi-Cal services and who meet the access criteria for SMHS.

11. "Medication Support Services" include prescribing, administering, dispensing and monitoring drug interactions and contradictions of psychiatric medications or biologicals that are necessary to alleviate the symptoms behavioral health conditions. This service includes one or more of the following service components: evaluation of the need for medication; evaluation of clinical effectiveness and side effects; medication education including instruction in the use, risks and benefits of, and alternatives for medication; treatment planning. Medication support services may include prescription, dispensing, monitoring, or administration of medication related to substance use disorder services for members with co-occurring mental health conditions and substance use disorder. Medication support services may include contact with significant support persons or other collaterals if the purpose of their participation is to focus on the treatment of the member. This service may also include assessing the appropriateness of reducing medication usage when clinically indicated. Medication support services may be provided face-to-face, by telephone or by telehealth, and may be provided anywhere in the community. Medication support services may be delivered as a standalone service or as a component of crisis stabilization.

12. "Mental Health Services" are individual, group, or family-based interventions that are designed to provide a reduction of the member's mental or emotional disability, and restoration, improvement and/or preservation of individual and community functioning, and continued ability to remain in the community consistent with the goals of recovery, resiliency, learning, development, independent living, and enhanced self-sufficiency and that are not provided as components of adult residential services, crisis residential services, crisis intervention, crisis stabilization, day rehabilitation, or day treatment intensive. Mental health services may include contact with significant support persons or other collateral if the purpose of their participation is to focus on the treatment of the member. This service includes one or more of the following service components: assessment, treatment planning, therapy, and psychosocial rehabilitation. (State Plan, Supplement 3 to Attachment 3.1-A, page 2b [TN 22-0023].)

13. "Peer Support Services" are culturally competent individual and group services that promote recovery, resiliency, engagement, socialization, self-sufficiency, self-advocacy, development of natural supports, and identification of strengths through structured activities such as group and individual coaching to set recovery goals and identify steps to reach the goals. Services aim to prevent relapse, empower members through strength-based coaching, support linkages to community resources, and to educate members and their families about their conditions and the process of recovery. Peer support services may be provided

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with the member or significant support person(s) and may be provided in a clinical or non-clinical setting. Peer support services can include contact with family members or other collaterals if the purpose of the collateral's participation is to focus on the treatment needs of the member by supporting the achievement of the member's treatment goals.

A. Peer support services are based on an approved plan of care and may be delivered as a standalone service. Peer support services include one or more of the following service components:

B. Educational Skill Building Groups, which are groups provided in a supportive environment in which members and their families learn coping mechanisms and problem-solving skills in order to help the members achieve desired outcomes. These groups promote skill building for the members in the areas of socialization, recovery, self-sufficiency, self-advocacy, development of natural supports, and maintenance of skills learned in other support services.

C. Engagement, which means Peer Support Specialist led activities and coaching to encourage and support members to participate in behavioral health treatment. Engagement may include supporting members in their transitions and supporting members in developing their own recovery goals and processes.

D. Therapeutic Activity, which means structured non-clinical activity provided by a Peer Support Specialist to promote recovery, wellness, self-advocacy, relationship enhancement, development of natural supports, self-awareness and values, and the maintenance of community living skills to support the member's treatment to attain and maintain recovery within their communities. These activities may include, but are not limited to, advocacy on behalf of the member; promotion of self-advocacy; resource navigation; and collaboration with the members and others providing care or support to the member, family members, or significant support persons. (State Plan, Supplement 3 to Attachment 3.1-A, page 2 [TN 22-0023].)

14. "Psychiatric Health Facility Services" are therapeutic and/or rehabilitative services provided in a psychiatric health facility licensed by DHCS. Psychiatric health facilities are licensed to provide acute inpatient psychiatric treatment to individuals with major mental disorders. Psychiatric health facility services may include contact with significant support persons or other collaterals if the purpose of their participation is to focus on the treatment of the member. Services are provided in a psychiatric health facility under a multidisciplinary model and some service components may be delivered through telehealth or telephone. Psychiatric health facilities may only admit and treat patients who have no physical illness or injury that would require treatment beyond what ordinarily

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could be treated on an outpatient basis. Services include the following components: assessment, treatment planning, therapy, psychosocial rehabilitation, and crisis intervention. These services are separate from those categorized as "Psychiatric Inpatient Hospital". (State Plan, Supplement 3 to Attachment 3.1-A, page 2g [TN 22-0023].)

15. "Psychiatric Inpatient Hospital Services" include both acute psychiatric inpatient hospital services and administrative day services. Acute psychiatric inpatient hospital services are provided to members for whom the level of care provided in a hospital is medically necessary to diagnose or treat a covered mental illness. Administrative day services are inpatient hospital services provided to members who were admitted to the hospital for an acute psychiatric inpatient hospital service and the member's stay at the hospital must be continued beyond the member's need for acute psychiatric inpatient hospital services due to lack of residential placement options at non-acute residential treatment facilities that meet the needs of the member.

    Psychiatric inpatient hospital services are provided by SD/MC hospitals and FFS/MC hospitals. SMHS programs claim reimbursement for the cost of psychiatric inpatient hospital services provided by SD/MC hospitals through the SD/MC claiming system. FFS/MC hospitals claim reimbursement for the cost of psychiatric inpatient hospital services through the Fiscal Intermediary. SMHS programs are responsible for authorization of psychiatric inpatient hospital services reimbursed through either billing system. For SD/MC hospitals and FFS/MC hospitals, the daily rate does not include professional services, which are billed separately from the SD/MC and FFS/MC inpatient hospital services via the SD/MC claiming system.

16. "Psychosocial Rehabilitation" means a recovery or resiliency focused service activity which addresses a mental health need. This service activity provides assistance in restoring, improving, and/or preserving a member's functional, social, communication, or daily living skills to enhance self-sufficiency or self-regulation in multiple life domains relevant to the developmental age and needs of the member. Psychosocial rehabilitation includes assisting members to develop coping skills by using a group process to provide peer interaction and feedback in developing problem-solving strategies. In addition, psychosocial rehabilitation includes therapeutic interventions that utilize self-expression such as art, recreation, dance or music as a modality to develop or enhance skills. These interventions assist the member in attaining or restoring skills which enhance community functioning including problem solving, organization of thoughts and materials, and verbalization of ideas and feelings. Psychosocial rehabilitation also includes support resources, and/or medication education. Psychosocial rehabilitation may be provided to a member or a group of

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members. (State Plan, Supplement 3 to Attachment 3.1-A, page 2a [TN 22-0023].)

17. "Referral and Linkages" are services and supports to connect a member with primary care, specialty medical care, SUD treatment providers, mental health providers, and community-based services and supports. This includes identifying appropriate resources, making appointments, and assisting a member with a warm handoff to obtain ongoing support. (State Plan, Supplement 3 to Attachment 3.1-A, page 2b [TN 22-0023].)

18. "Targeted case management" is a service that assists a member in accessing needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination and referral; monitoring service delivery to ensure member access to services and the service delivery system; monitoring of the member's progress, placement services, and plan development. TCM services may be face-to-face or by telephone with the client or significant support persons and may be provided anywhere in the community. Additionally, services may be provided by any person determined by the SMHS program to be qualified to provide the service, consistent with the scope of practice and state law.

19. "Therapeutic Behavioral Services (TBS)" are intensive, individualized, short-term outpatient treatment interventions for members up to age 21. Individuals receiving these services have serious emotional disturbances (SED), are experiencing a stressful transition or life crisis and need additional short-term, specific support services.

20. "Therapeutic Foster Care (TFC) Services" model allows for the provision of short-term, intensive, highly coordinated, trauma informed and individualized specialty mental health services activities (plan development, rehabilitation and collateral) to children up to age 21 who have complex emotional and behavioral needs and who are placed with trained, intensely supervised and supported TFC parents. The TFC parent serves as a key participant in the therapeutic treatment process of the child. The TFC parent will provide trauma informed interventions that are medically necessary for the child. TFC is intended for children youth who require intensive and frequent mental health support in a family environment. The TFC service model allows for the provision of certain specialty mental health services activities (plan development, rehabilitation and collateral) available under the EPSDT benefit as a home-based alternative to high level care in institutional settings such as group homes and an alternative to Short Term Residential Therapeutic Programs (STRTPs).

21. "Therapy" means a service activity that is a therapeutic intervention that focuses primarily on symptom reduction and restoration of functioning as a means to improve coping and adaptation and reduce functional impairments. Therapeutic

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intervention includes the application of cognitive, affective, verbal or nonverbal, strategies based on the principles of development, wellness, adjustment to impairment, recovery and resiliency to assist a member in acquiring greater personal, interpersonal and community functioning or to modify feelings, thought processes, conditions, attitudes or behaviors which are emotionally, intellectually, or socially ineffective. These interventions and techniques are specifically implemented in the context of a professional clinical relationship. Therapy may be delivered to a member or group of members and may include family therapy directed at improving the member's functioning and at which the member is present. (State Plan, Supplement 3 to Attachment 3.1-A, page 2b [TN 22-0023].)

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1. "Assessment" means activities to evaluate or monitor the status of a member's behavioral health and determine the appropriate level of care and course of treatment for that member. Assessments shall be conducted in accordance with applicable State and Federal laws, and regulations, and standards. Assessment may be initial and periodic, and may include contact with family members or other collaterals if the purpose of the collateral's participation is to focus on the treatment needs of the member. Assessment services may include one or more of the following components:

    A. Collection of information for assessment used in the evaluation and analysis of the cause or nature of the substance use disorder.

    B. Diagnosis of substance use disorders utilizing the current DSM and assessment of treatment needs for medically necessary treatment services. This may include a physical examination necessary for treatment and evaluation.

    C. Treatment planning, a service activity that consists of development and updates to documentation needed to plan and address the member's needs, planned interventions and to address and monitor a member's progress and restoration of member to their best possible functional level.

2. "Community-Based Mobile Crisis Intervention Services (also referred to as "Mobile Crisis Services")" are services that provide rapid response, individual assessment and community-based stabilization to Medi-Cal members who are experiencing a behavioral health crisis. Mobile Crisis Services are designed to provide relief to members experiencing a behavioral health crisis, including through de-escalation and stabilization techniques; reduce the immediate risk of danger and subsequent harm; and avoid unnecessary emergency department care, psychiatric inpatient hospitalizations, and law enforcement involvement. Mobile Crisis Services include warm handoffs to appropriate settings and providers when the member requires additional stabilization and/or treatment services; coordination with and referrals to appropriate health, social and other services and supports, as needed, and short-term follow-up support to help ensure the crisis is resolved and the member is connected to ongoing care. Mobile Crisis Services are directed toward the member in crisis but may include contact with a family member(s) or other significant support collateral(s) if the purpose of the collateral's participation is to assist the member in addressing their behavioral health crisis and restoring the member to the highest possible functional level. Mobile crisis services are provided by a multidisciplinary mobile crisis team at the location where the member is experiencing the behavioral health crisis. Locations may include, but are not limited to, the member's home, school, or workplace, on the street, or where a member socializes. Mobile Crisis Services claimed under this option cannot be provided in hospitals or other

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facility settings. Mobile crisis services shall be available to members experiencing behavioral health crises 24 hours a day, 7 days a week, and 365 days a year.

3. "Family Therapy" means a rehabilitative service that includes family members in the treatment process, providing education about factors that are important to the member's recovery as well as the holistic recovery of the family system. Family members can provide social support to the member and help motivate their loved one to remain in treatment. There may be times when, based on clinical judgment, the member is not present during the delivery of this service, but the service is for the direct benefit of the member.

4. "Group Counseling" consists of contacts with multiple members at the same time. Group Counseling shall focus on the needs of the participants. Group counseling means contacts in which one or more therapists or counselors treat two or more members at the same time with a maximum of 12 in the group, focusing on the needs of the individuals served. A member that is 17 years of age or younger shall not participate in group counseling with any participants who are 18 years of age or older. However, a member who is 17 years of age or younger may participate in group counseling with participants who are 18 years of age or older when the counseling is at a provider's certified school site.

5. "Individual Counseling" consists of contacts with a member. Individual counseling can include contact with family members or other collaterals if the purpose of the collateral's participation is to focus on the treatment needs of the member by supporting the achievement of the member's treatment goals. Individual counseling also includes preparing the beneficiary to live in the community, and providing linkages to treatment and services available in the community.

6. "Medical psychotherapy" means a counseling service to treat SUDs other than OUD conducted by the medical director of a Narcotic Treatment Program on a one-to-one basis with the member.

7. "Medication Services" means the prescription or administration of medication related to substance use disorder services, or the assessment of the side effects or results of the medication. Medication Services may include prescription or administration of medication related to mental health services for members with a co-occurring substance use disorder and mental health condition. Medication Services does not include MAT for Opioid Use Disorders (OUD) or MAT for Alcohol Use Disorders (AUD) and other Non-Opioid Substance Use Disorders. Medication Services includes prescribing, administering, and monitoring medications used in the treatment or management of SUD and/or withdrawal management not included in the definitions of MAT for OUD or MAT for AUD services.

8. "Medications for Addiction Treatment (also known as medication assisted treatment (MAT)) for Alcohol Use Disorders (AUD) and Non-Opioid Substance

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Use Disorders" includes all FDA-approved drugs and services to treat AUD and other non-opioid SUDs involving FDA-approved medications to treat AUD and non-opioid SUDs.

9. "Medications for Addiction Treatment (also known as medication assisted treatment (MAT)) for Opioid Use Disorders (OUD)" includes all medications approved under section 505 of the Federal Food, Drug, and Cosmetic Act (21 U.S.C. 355) and all biological products licensed under section 351 of the Public Health Service Act (42 U.S.C. 262) to treat opioid use disorders.

10. "Narcotic Treatment Program" or "NTP means an outpatient program that provides FDA-drugs approved to treat SUDs when ordered by a physician as medically necessary. NTPs are required to offer and prescribe medications including methadone, buprenorphine, naloxone and disulfiram. A member must receive at minimum fifty minutes of counseling sessions with a therapist or counselor for up to 200 minutes per calendar month, although additional services may be provided as medically necessary.

11. "Non-Perinatal Residential Program" services are provided in DHCS licensed residential facilities that also have DMC certification and have been designated by DHCS as capable of delivering care consistent with ASAM treatment criteria. These residential services are provided to the non-perinatal population and do not require the enhanced services found in the perinatal residential programs.

12. "Observation" means the process of monitoring the member's course of withdrawal. The Contractor shall ensure observation be conducted at the frequency required by applicable state and federal laws, regulations, and standards. This may include but is not limited to observation of the member's health status.

13. "Patient Education" means education for the member on addiction, treatment, recovery and associated health risks.

14. "Peer Support Services" are culturally competent individual and group services that promote recovery, resiliency, engagement, socialization, self-sufficiency, self-advocacy, development of natural supports, and identification of strengths through structured activities such as group and individual coaching to set recovery goals and identify steps to reach the goals. Services aim to prevent relapse, empower members through strength-based coaching, support linkages to community resources, and to educate members and their families about their conditions and the process of recovery. Peer support services may be provided with the member or significant support person(s) and may be provided in a clinical or non-clinical setting. Peer support services can include contact with family members or other collaterals if the purpose of the collateral's participation is to focus on the treatment needs of the member by supporting the achievement of the member's treatment goals.

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A. Peer support services are based on an approved plan of care and may be delivered as a standalone service. Peer support services include one or more of the following service components:

B. Educational Skill Building Groups, which are groups provided in a supportive environment in which members and their families learn coping mechanisms and problem-solving skills in order to help the members achieve desired outcomes. These groups promote skill building for the members in the areas of socialization, recovery, self-sufficiency, self-advocacy, development of natural supports, and maintenance of skills learned in other support services.

C. Engagement, which means Peer Support Specialist led activities and coaching to encourage and support members to participate in behavioral health treatment. Engagement may include supporting members in their transitions and supporting members in developing their own recovery goals and processes.

D. Therapeutic Activity, which means structured non-clinical activity provided by a Peer Support Specialist to promote recovery, wellness, self-advocacy, relationship enhancement, development of natural supports, self-awareness and values, and the maintenance of community living skills to support the member's treatment to attain and maintain recovery within their communities. These activities may include, but are not limited to, advocacy on behalf of the member; promotion of self-advocacy; resource navigation; and collaboration with the members and others providing care or support to the member, family members, or significant support persons. (State Plan, Supplement 3 to Attachment 3.1-A, page 6h [TN 24-0042].)

15. "Perinatal DMC Services" means covered services as well as parent/child habilitative and rehabilitative services; services access (i.e., provision or arrangement of transportation to and from medically necessary treatment); education to reduce harmful effects of alcohol and drugs on the parent and fetus or infant; and coordination of ancillary services (Cal. Code Regs., tit. 22, § 51341.1(c)(4)).

16. "Recovery monitoring" means recovery coaching, monitoring designed for the maximum reduction of the member's SUD.

17. "Recovery Services" means a DMC-ODS service designed to support recovery and prevent relapse with the objective of restoring the member to their best possible functional level. Recovery Services emphasize the member's central role in managing their health, use effective self-management support strategies, and organize internal and community resources to provide ongoing self-management support to members.

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18. “Substance Use Disorder Crisis Intervention Services” means contacts with a member in crisis. A crisis means an actual relapse or an unforeseen event or circumstance which presents to the member an imminent threat of relapse. SUD Crisis Intervention Services shall focus on alleviating the crisis problem, be limited to the stabilization of the member's immediate situation, and be provided in the least intensive level of care that is medically necessary to treat their condition.

19. “Unit of Service” means:

    A. For care coordination, intensive outpatient treatment, outpatient services, Naltrexone treatment services, and recovery services contact with a member in 15-minute increments on a calendar day.

    B. For additional medication assisted treatment, physician services that includes ordering, prescribing, administering, and monitoring of all medications for SUDs per visit or in 15-minute increments.

    C. For narcotic treatment program services, a calendar month of treatment services provided pursuant to this section and 9 C.C.R., chapter 4, commencing with § 10000.

    D. For clinician consultation services, consulting with addiction medicine physicians, addiction psychiatrists or clinical pharmacists in 15-minute increments.

    E. For residential services, providing 24-hour daily service, per member, per bed rate.

    F. For withdrawal management per member per visit/daily unit of service.

Business Associate Addendum

1. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (HIPAA) and its implementing privacy and security regulations at 45 Code of Federal Regulations, Parts 160 and 164 (collectively, and as used in this Agreement)

2. The term “Agreement” as used in this document refers to and includes both this Business Associate Addendum and the contract to which this Business Associate Agreement is attached as an exhibit, if any.

3. For purposes of this Agreement, the term “Business Associate” shall have the same meaning as set forth in 45 CFR section 160.103.

4. The Department of Health Care Services (DHCS) intends that Business Associate may create, receive, maintain, transmit or aggregate certain information pursuant to the terms of this Agreement, some of which information may constitute Protected Health Information (PHI) and/or confidential information protected by Federal and/or state laws.

4.1 As used in this Agreement and unless otherwise stated, the term “PHI” refers to and includes both “PHI” as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act (IPA) at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.

4.2 As used in this Agreement, the term “confidential information” refers to information not otherwise defined as PHI in Section 4.1 of this Agreement, but to which state and/or federal privacy and/or security protections apply.

5. Contractor (however named elsewhere in this Agreement) is the Business Associate of DHCS acting on DHCS's behalf and provides services or arranges, performs or assists in the performance of functions or activities on behalf of DHCS, and may create, receive, maintain, transmit, aggregate, use or disclose PHI (collectively, “use or disclose PHI”) in order to fulfill Business Associate’s obligations under this Agreement. DHCS and Business Associate are each a party to this Agreement and are collectively referred to as the "parties.”

6. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms in HIPAA and/or the IPA. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

7. **Permitted Uses and Disclosures of PHI by Business Associate**. Except as otherwise indicated in this Agreement, Business Associate may use or disclose PHI, inclusive of de-identified data derived from such PHI, only to perform functions, activities or services specified in this Agreement on behalf of DHCS, provided that such use or disclosure would not violate HIPAA or other applicable laws if done by DHCS.

7.1 **Specific Use and Disclosure Provisions**. Except as otherwise indicated in this Agreement, Business Associate may use and disclose PHI if necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Business Associate may disclose PHI for this purpose if the disclosure is required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person. The person shall notify the Business Associate of any instances of which the person is aware that the confidentiality of the information has been breached, unless such person is a treatment provider not acting as a business associate of Business Associate.

7.2 **Nondisclosure.** Business Associate shall not use or disclose PHI or other confidential information other than as permitted or required by this Agreement or as required by law.

8. Compliance with Other Applicable Law

8.1 To the extent that other state and/or federal laws provide additional, stricter and/or more protective (collectively, more protective) privacy and/or security protections to PHI or other confidential information covered under this Agreement beyond those provided through HIPAA, Business Associate agrees:

8.1.1 To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned; and

8.1.2 To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate, pursuant to Section 19. of this Agreement.

8.2 Examples of laws that provide additional and/or stricter privacy protections to certain types of PHI and/or confidential information, as defined in Section 4. of this Agreement, include, but are not limited to the Information Practices Act, California Civil Code sections 1798-1798.78, Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and California Health and Safety Code section 11845.5.

8.3 If Business Associate is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, Business Associate agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) under the definition of QSO in 42 CFR section 2.11.

9. Additional Responsibilities of Business Associate

9.1 Safeguards and Security.

9.1.1 Business Associate shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and other confidential data and comply, where applicable, with subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the information other than as provided for by this Agreement. Such safeguards shall be based on applicable Federal Information Processing Standards (FIPS) Publication 199 protection levels.

9.1.2 Business Associate shall, at a minimum, utilize a National Institute of Standards and Technology Special Publication (NIST SP) 800-53 compliant security framework when selecting and implementing its security controls and shall maintain continuous compliance with NIST SP 800-53 as it may be updated from time to time. The current version of NIST SP 800-53, Revision 5, is available online at https://csrc.nist.gov/publications/detail/sp/800-53/rev-5/final; updates will be available online at https://csrc.nist.gov/publications/sp800.

9.1.3 Business Associate shall employ FIPS 140-3 validated encryption of PHI at rest and in motion unless Business Associate determines it is not reasonable and appropriate to do so based upon a risk assessment, and equivalent alternative measures are in place and documented as such. FIPS 140-3 validation can be determined online at https://csrc.nist.gov/projects/cryptographic-module-validation-program/validated-modules/search. In addition, Business Associate shall maintain, at a minimum, the most current industry standards for transmission and storage of PHI and other confidential information.

9.1.4 Business Associate shall apply security patches and upgrades, and keep virus software up-to-date, on all systems on which PHI and other confidential information may be used.

9.1.5 Business Associate shall ensure that all members of its workforce with access to PHI and/or other confidential information sign a confidentiality statement prior to access to such data. The statement must be renewed annually.

9.1.6 Business Associate shall identify the security official who is responsible for the development and implementation of the policies and procedures required by 45 CFR Part 164, Subpart C.

9.1.7 Remote access to PHI from outside the continental United States, inclusive of remote access to PHI by Business Associate's support staff in identified support centers, is prohibited.

9.1.8 Business Associate shall only store PHI in a data center physically located within the continental United States.

9.2 Business Associate's Agent. Business Associate shall ensure that any agents, subcontractors, subawardees, vendors or others (collectively, "agents") that use or disclose PHI and/or confidential information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI and/or confidential information.

10. **Mitigation of Harmful Effects**. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI and other confidential information in violation of the requirements of this Agreement.

11. **Access to PHI.** Business Associate shall make PHI available in accordance with 45 CFR section 164.524.

12. **Amendment of PHI.** Business Associate shall make PHI available for amendment and incorporate any amendments to protected health information in accordance with 45 CFR section 164.526.

13. **Accounting for Disclosures.** Business Associate shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR section 164.528.

14. **Collaboration.** The parties shall collaborate as appropriate and necessary to ensure compliance with this Agreement, including but not limited to Sections 11 – 13 of this Agreement. The parties acknowledge and agree that neither party intends that this Agreement shall create obligations and/or liabilities that do not otherwise exist as appropriate based on the nature of the work performed and applicable law.

15. **Compliance with DHCS Obligations.** To the extent Business Associate is to carry out an obligation of DHCS under 45 CFR Part 164, Subpart E, comply with the requirements of the subpart that apply to DHCS in the performance of such obligation.

16. **Access to Practices, Books and Records.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI on behalf of DHCS available to the federal Secretary of Health and Human Services for purposes of determining DHCS' compliance with 45 CFR Part 164, Subpart E.

17. **Return or Destroy PHI on Termination; Survival.** At termination of this Agreement, if feasible, Business Associate shall return or destroy all PHI and other confidential information received from, or created or received by Business Associate on behalf of, DHCS that Business Associate still maintains in any form and retain no copies of such information. If return or destruction is not feasible, Business Associate shall notify DHCS of the conditions that make the return or destruction infeasible, and DHCS and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI. If such return or destruction is not feasible, Business Associate shall extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

18. **Special Provision for SSA Data.** If Business Associate receives data from or on behalf of DHCS that was verified by or provided by the Social Security Administration (SSA data) and is subject to an agreement between DHCS and SSA, Business Associate shall provide, upon request by DHCS, a list of all employees and agents and employees who have access to such data, including employees and agents of its agents, to DHCS.

19. Breaches and Security Incidents. Business Associate shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:

19.1 Notice to DHCS.

19.1.1 Business Associate shall notify DHCS **immediately** upon the discovery of a suspected breach or security incident that involves SSA data. This notification shall be provided via the DHCS Incident Reporting Portal upon discovery of the breach. If Business Associate is unable to provide notification via the DHCS Incident Reporting Portal, then Business Associate shall provide notice by email or telephone to DHCS.

19.1.2 Business Associate shall notify DHCS **within 24** hours via the online DHCS Incident Reporting Portal (or by email or telephone if Business Associate is unable to use the DHCS Incident Reporting Portal) of the discovery of the following, unless attributable to a treatment provider that is not acting as a business associate of Business Associate:

19.1.2.1 Unsecured PHI if the PHI is reasonably believed to have been accessed or acquired by an unauthorized person;

19.1.2.2 Any suspected security incident which risks unauthorized access to PHI and/or other confidential information;

19.1.2.3 Any intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement; or

19.1.2.4 Potential loss of confidential information affecting this Agreement.

19.1.3 Notice submitted to the DHCS Incident Reporting Portal will be sent to the DHCS Program Contract Manager (as applicable), the DHCS Privacy Office, and the DHCS Information Security Office. If providing notice to DHCS via email, use the DHCS contact information at Section 19.6 below (collectively, “DHCS Contacts”).

Notice shall be made using the DHCS Incident Reporting Portal via the link on the DHCS Data Privacy Website online at

https://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/default.aspx

Notice via email shall be made using the current DHCS “Privacy Incident Reporting Form” and shall include all information known at the time the incident is reported. The form is available online at

https://www.dhcs.ca.gov/formsandpubs/laws/priv/Documents/Privacy-Incident-Report-PIR.pdf

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI, Business Associate shall take:

19.1.3.1 Prompt action to mitigate any risks or damages involved with the security incident or breach; and

19.1.3.2 Any action pertaining to such unauthorized disclosure required by applicable Federal and State law.

19.2 Investigation. Business Associate shall immediately investigate such security incident or breach.

19.3 **Complete Report**. Business Associate shall provide a complete report of the investigation to DHCS within ten (10) working days of the discovery of the security incident or breach. This complete report must include any applicable additional information not included in the initial submission. The complete report shall include an assessment of all known factors relevant to a determination of whether a breach occurred under HIPAA and other applicable federal and state laws. The report shall also include a full, detailed corrective action plan, including its implementation date and information on mitigation measures taken to halt and/or contain the improper use or disclosure. If DHCS requests additional information, Business Associate shall make reasonable efforts to provide DHCS with such information. DHCS will review and approve or disapprove Business Associate's determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and Business Associate's corrective action plan.

19.3.1 If Business Associate does not submit a complete report within the ten (10) working day timeframe, Business Associate shall request approval from DHCS within the ten (10) working day timeframe of a new submission timeframe for the complete report.

19.4 **Notification of Individuals**. If the cause of a breach is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate shall notify individuals accordingly and shall pay all costs of such notifications, as well as all costs associated with the breach. The notifications shall comply with applicable federal and state law. DHCS shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.

19.5 **Responsibility for Reporting of Breaches to Entities Other than DHCS.** If the cause of a breach of PHI is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate is responsible for all required reporting of the breach as required by applicable federal and state law.

19.6 **DHCS Contact Information**. To contact the above referenced DHCS staff, the Contractor shall initiate contact as indicated here. DHCS reserves the right to make changes to the contact information below by giving written notice to Business Associate. These changes shall not require an amendment to this Agreement.

DHCS Program Contract Manager	**DHCS Privacy Office**	**DHCS Information Security Office**
See the Scope of Work exhibit for Program Contract Manager information. If this Business Associate Agreement is not attached as an exhibit to a contract, contact the DHCS signatory to this Agreement.	Privacy Office c/o: Data Privacy Unit Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 Email: incidents@dhcs.ca.gov Telephone: (916) 445-4646	Information Security Office Department of Health Care Services P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: incidents@dhcs.ca.gov

20. Responsibility of DHCS. DHCS agrees to not request the Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.

21. Audits, Inspection and Enforcement

21.1 From time to time, DHCS may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement. Business Associate shall promptly remedy any violation of this Agreement and shall certify the same to the DHCS Privacy Officer in writing. Whether or how

DHCS exercises this provision shall not in any respect relieve Business Associate of its responsibility to comply with this Agreement.

21.2 If Business Associate is the subject of an audit, compliance review, investigation or any proceeding that is related to the performance of its obligations pursuant to this Agreement, or is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, Business Associate shall promptly notify DHCS unless it is legally prohibited from doing so.

22. Termination

22.1 **Termination for Cause**. Upon DHCS' knowledge of a violation of this Agreement by Business Associate, DHCS may in its discretion:

22.1.1 Provide an opportunity for Business Associate to cure the violation and terminate this Agreement if Business Associate does not do so within the time specified by DHCS; or

22.1.2 Terminate this Agreement if Business Associate has violated a material term of this Agreement.

22.2 **Judicial or Administrative Proceedings.** DHCS may terminate this Agreement if Business Associate is found to have violated HIPAA, or stipulates or consents to any such conclusion, in any judicial or administrative proceeding.

23. Miscellaneous Provisions

23.1 **Disclaimer**. DHCS makes no warranty or representation that compliance by Business Associate with this Agreement will satisfy Business Associate's business needs or compliance obligations. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI and other confidential information.

23.2. **Amendment**.

23.2.1 Any provision of this Agreement which is in conflict with current or future applicable Federal or State laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement shall be effective on the effective date of the laws necessitating it, and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

23.2.2 Failure by Business Associate to take necessary actions required by amendments to this Agreement under Section 23.2.1 shall constitute a material violation of this Agreement.

23.3 **Assistance in Litigation or Administrative Proceedings**. Business Associate shall make itself and its employees and agents available to DHCS at no cost to DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS, its directors, officers and/or employees based upon claimed violation of HIPAA, which involve inactions or actions by the Business Associate.

23.4 **No Third-Party Beneficiaries**. Nothing in this Agreement is intended to or shall confer, upon any third person any rights or remedies whatsoever.

23.5 **Interpretation**. The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and other applicable laws.

23.6 **No Waiver of Obligations**. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
Mendocino County Mental Health	94-6000520

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) any available counseling, rehabilitation and employee assistance programs; and,

4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be*:* (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3ab)

To: BOARD OF SUPERVISORS

From: Behavioral Health and Recovery Services

Meeting Date: July 29, 2025

Department Contact: Jenine Miller, Psy.D. **Phone:** 707-472-2341

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Approval of Agreement with Adventist Health DBA Adventist Health St Helena and Adventist Health Vallejo in the Amount of $500,000, to Provide Inpatient Psychiatric Treatment Services to Qualified Mendocino County Clients, Effective Upon Signing through June 30, 2026

Recommended Action/Motion:
Approve Agreement with Adventist Health dba Adventist Health St Helena and Adventist Health Vallejo in the amount of $500,000 to provide inpatient psychiatric treatment services to qualified Mendocino County clients, effective upon signing through June 30, 2026; authorize the Health Services Director or designee to sign any future amendments to the Agreement that do not affect the annual maximum amount; and authorize Chair to sign same.

Previous Board/Board Committee Actions:
None.

Summary of Request:
Adventist Health is an acute care psychiatric inpatient treatment facility located in both Vallejo and St. Helena, California. Admission to Adventist Health is based on the medical necessity of clients who are unable to maintain and safely function at home or in the community. At each facility, Adventist Health provides multidisciplinary evaluation, treatment, rapid stabilization, and coordinated discharge planning that encourages the wellness and recovery of individuals, with the goal of returning them to their respective communities.

Currently, there are no local facilities in Mendocino County that provide acute psychiatric inpatient treatment. As a result, Behavioral Health and Recovery Services (BHRS) will contract with Adventist Health through the proposed $500,000 Agreement for inpatient psychiatric hospitalization services to qualified Mendocino County clients. Through the proposed Agreement, BHRS will place qualified mental health clients in Adventist Health, where they will receive appropriate care, including diagnostic assessments, bed spaces, therapeutic and rehabilitation services, and applicable treatment for stabilization and maintenance of mental health conditions, with an overall goal to improve client functioning and successfully discharge or transition them to a lower level of care.

Alternative Action/Motion:
Return to staff for alternative handling

Item #: 3ab)

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: 4050
current f/y cost: $500,000
budget clarification: N/A
annual recurring cost: No
budgeted in current f/y (if no, please describe): Yes
revenue agreement: No

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Tony Rakes, Deputy CEO

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk
Date: July 29, 2025

Final Status: **Approved**
Executed Item Type: Agreement
Number: 25-131

BOS Agreement # 25-131

COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and **ST. HELENA HOSPITAL DBA ADVENTIST HEALTH ST. HELENA AND DBA ADVENTIST HEALTH VALLEJO,** hereinafter referred to as the "CONTRACTOR".

WITNESSETH

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONTRACTOR for its inpatient psychiatric hospitalization services to Mendocino County clients; and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this Agreement and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in Exhibit A, and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Assurance of Compliance with Nondiscrimination in State and Federally Assisted Programs
Appendix A	Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Lower Tier Covered Transactions
Addendum A	Medi-Cal Data Privacy and Security Agreement
Attachment 1	Invoice

The term of this Agreement shall be from the date this Agreement becomes fully executed by all parties (the "Effective Date"), and shall continue through June 30, 2026.

The compensation payable to CONTRACTOR hereunder shall not exceed Five Hundred Thousand Dollars ($500,000) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: _____
Jenine Miller, Psy.D.,
Director of Health Services

Date: 6/24/25

Budgeted: Yes
Budget Unit: 4050
Line Item: 86-3280
Org/Object Code: MH
Grant: No
Grant No.: 'N/A'

COUNTY OF MENDOCINO

By: _____
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: 07/29/2025

ATTEST:
DARCIE ANTLE, Clerk of said Board

By: _____
Deputy 07/29/2025

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: _____
Deputy 07/29/2025

INSURANCE REVIEW:

By _____
Risk Management

Date: 06/05/2025

CONTRACTOR/COMPANY NAME

By: John Beaman
John Beaman, Assistant Secretary

Date: 06/23/2025

NAME AND ADDRESS OF CONTRACTOR:

Adventist Health Managed Care
1 Adventist Health Way
Roseville, CA 91206 95661

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: _____
COUNTY COUNSEL

Date: 06/05/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
Deputy CEO or Designee

Date: 06/05/2025

Signatory Authority: $0-25,000 Department; $25,001- 50,000 Purchasing Agent; **$50,001+ Board of Supervisors**
Exception to Bid Process Required/Completed ☒ EB# 25-43
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: Non-Profit

.989

GENERAL TERMS AND CONDITIONS

1. INDEPENDENT CONTRACTOR: No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

   CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

   CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such amounts.

   In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

   CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and COUNTY laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the COUNTY agency concerned.

   Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. INDEMNIFICATION: To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), CONTRACTOR shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the CONTRACTOR's performance or its obligations under this Agreement, unless arising out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

3. INSURANCE AND BOND: CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.

4. WORKERS' COMPENSATION: CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

   CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractors' employees.

5. CONFORMITY WITH LAW AND SAFETY:

   a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.

   b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify Mendocino County

Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.

c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.

6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit B hereto as funding permits.

If COUNTY over pays CONTRACTOR for any reason, CONTRACTOR agrees to return the amount of such overpayment to COUNTY, or at COUNTY's option, permit COUNTY to offset the amount of such overpayment against future payments owed to CONTRACTOR under this Agreement or any other Agreement.

In the event CONTRACTOR claims or receives payment from COUNTY for a service, reimbursement for which is later disallowed by COUNTY, State of California or the United States Government, the CONTRACTOR shall promptly refund the disallowance amount to COUNTY upon request, or at its option COUNTY may offset the amount disallowed from any payment due or that becomes due to CONTRACTOR under this Agreement or any other Agreement.

All invoices, receipts, or other requests for payment under this contract must be submitted by CONTRACTOR to COUNTY in a timely manner and consistent with the terms specified in Exhibit B. In no event shall COUNTY be obligated to pay any request for payment for which a written request for payment and all required documentation was first received more than six (6) months after this Agreement has terminated, or beyond such other time limit as may be set forth in Exhibit B.

7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.

8. OWNERSHIP OF DOCUMENTS: CONTRACTOR hereby assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the

COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit A of this Agreement have been fully performed or paid for.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. CONFLICT OF INTEREST: The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.

10. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY:	COUNTY OF MENDOCINO Behavioral Health and Recovery Services 1120 South Dora Street Ukiah, CA 95482 Attn: Jenine Miller, Psy.D.
To CONTRACTOR:	Adventist Health Managed Care 1 Adventist Health Way Roseville, CA 95661 Attn: V.P. of Managed Care

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. USE OF COUNTY PROPERTY: CONTRACTOR shall not use COUNTY property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.

12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONTRACTOR certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.

    a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.

    b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.

    c. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.

d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.

e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.

13. DRUG-FREE WORKPLACE: CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a COUNTY facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the COUNTY department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

14. ENERGY CONSERVATION: This section is removed by mutual Agreement of CONTRACTOR and COUNTY.

15. COMPLIANCE WITH LICENSING REQUIREMENTS: CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses. To the extent required by law, CONTRACTOR shall display licenses in a location that is reasonably conspicuous. Upon COUNTY's request, CONTRACTOR shall file copies of same with the County Executive Office.

CONTRACTOR represents and warrants to COUNTY that CONTRACTOR and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

16. SANCTIONED EMPLOYEE: CONTRACTOR agrees that it shall not employ in any capacity, or retain as a subcontractor in any capacity, any individual or entity whose service is directly or indirectly, in whole or in part, payable by a Federal Healthcare Program (including Medicare and Medicaid) that is on any published Federal or State lists regarding the sanctioning, suspension, or exclusion of individuals or entities. At a minimum, the Office of Inspector General List of Excluded Individuals/Entities (LEIE), DHCS Medi-Cal List of Suspended or Ineligible Providers (LSIP), and System for Award Management (SAM) must be checked prior to employment and monthly thereafter, and the Social Security Death Master File must be checked prior to employment. In the event CONTRACTOR does employ such individual or entity, COUNTY must be notified immediately. CONTRACTOR agrees to assume full liability for any associated penalties, sanctions, loss, or damage that may be imposed on COUNTY by Federal Health Care Programs.

17. AUDITS; ACCESS TO RECORDS: The CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with COUNTY requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within the County of Mendocino, California, CONTRACTOR shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or CONTRACTOR shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the ten (10) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for ten (10) years after the COUNTY makes the final or last payment or within ten (10) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Agreement are closed, whichever is later.

18. DOCUMENTS AND MATERIALS: CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for ten (10) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for ten (10) years following the COUNTY's last payment to CONTRACTOR under this Agreement.

19. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

20. TERMINATION: The Parties have and reserve the right to terminate this Agreement without cause at any time upon giving thirty (30) days written notice. Such notice shall be in writing and may be issued by any COUNTY officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors. In the event

that the COUNTY should terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its services as outlined in Exhibit A shall not exceed $500,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

21. NON APPROPRIATION: If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR's receipt of the termination notice.

22. CHOICE OF LAW: This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

23. VENUE: All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.

24. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

25. ADVERTISING OR PUBLICITY: CONTRACTOR shall not use the name of COUNTY, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.

26. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire Agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other Agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties. In the event of a conflict between the body of this

Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.

27. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.

28. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual Agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.

29. ASSURANCE OF PERFORMANCE: If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.

30. SUBCONTRACTING/ASSIGNMENT: CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.

    a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any Agreement that violates this Section shall confer no rights on any party and shall be null and void.

    b. Only the department head or his or her designee shall have the authority to approve subcontractor(s).

    c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any Agreement between CONTRACTOR and its subcontractors.

31. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years. The obligations regarding payment for services per Exhibit B shall survive termination or expiration for ten (10) years, or in the event that CONTRACTOR has been notified that an audit or investigation of this contract has been commenced, until such time as the matter under audit or investigation has been resolved.

32. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

33. INTELLECTUAL PROPERTY WARRANTY: CONTRACTOR warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONTRACTOR PRODUCTS") to be provided by CONTRACTOR in the performance of this Agreement, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONTRACTOR hereby grants to COUNTY, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONTRACTOR PRODUCTS to the extent reasonably necessary to use the CONTRACTOR PRODUCTS in the manner contemplated by this Agreement.

CONTRACTOR further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONTRACTOR PRODUCTS provided to COUNTY under this Agreement infringe any patent, copyright, trademark or other proprietary right. In the event that any third party asserts a claim of infringement against the COUNTY relating to a CONTRACTOR PRODUCT, CONTRACTOR shall indemnify and defend the COUNTY pursuant to Paragraph 2 of this Agreement.

In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for COUNTY the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.

34. ELECTRONIC COPIES: The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.

35. COOPERATION WITH COUNTY: CONTRACTOR shall cooperate with COUNTY and COUNTY staff in the performance of all work hereunder.

36. PERFORMANCE STANDARD: CONTRACTOR shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in CONTRACTOR's profession. COUNTY has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter into this Agreement. CONTRACTOR hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood

that acceptance of CONTRACTOR's work by COUNTY shall not operate as a waiver or release. If COUNTY determines that any of CONTRACTOR's work is not in accordance with such level of competency and standard of care, COUNTY, in its sole discretion, shall have the right to do any or all of the following: (a) require CONTRACTOR to meet with COUNTY to review the quality of the work and resolve matters of concern; (b) require CONTRACTOR to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.

37. ATTORNEYS' FEES: In any action to enforce or interpret the terms of this Agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

38. CONTRACTOR NOTIFICATION OF BREACH OR IMPROPER DISCLOSURES: The State Contract requires COUNTY to notify the state of any breach or improper disclosure of privacy and/or security of personal identifiable information (PII) and/or protected health information (PHI). CONTRACTOR shall, immediately upon discovery of a breach or improper disclosure of privacy and/or security of PII and/or PHI by CONTRACTOR, notify COUNTY's Privacy Officer of such breach or improper disclosure by telephone and either email or facsimile. In accordance with 45 CFR, upon COUNTY's knowledge of a material breach or violation by CONTRACTOR of the agreement between COUNTY and the CONTRACTOR, COUNTY shall:

a. Provide an opportunity for the CONTRACTOR to cure the breach or end the violation and terminate the agreement if the CONTRACTOR does not cure the breach or end the violation within the time specified by the Department; or

b. Immediately terminate the agreement if the CONTRACTOR has breached a material term of the agreement and cure is not possible.

c. In the event that the State Contract requires COUNTY to pay any costs associated with a breach of privacy and/or security of PII and/or PHI, including but not limited to the costs of notification, CONTRACTOR shall pay on COUNTY's behalf any and all such costs arising out of a breach of privacy and/or security of PII and/or PHI by CONTRACTOR.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

I. Adventist Health (CONTRACTOR) provides inpatient psychiatric hospitalization services at their facilities in Vallejo and St. Helena, California. Admission is based on the medical necessity of clients who are unable to maintain and safely function at home or in the community. CONTRACTOR provides multi-disciplinary evaluation, treatment, rapid stabilization, and coordinated discharge planning that encourages wellness and recovery. All referrals under this Agreement will come from or be approved by the Mendocino County Health Services Director or designee for reimbursement.

1. CONTRACTOR agrees to submit reports as required under the terms of this Agreement and perform the delegated activities and reporting responsibilities in compliance with the County Mental Health Plan's contract obligation.

2. CONTRACTOR will provide Specialty Mental Health Services to eligible Medi-Cal beneficiaries of Mendocino County within the Definition of Services defined in this Agreement. CONTRACTOR shall provide adult beneficiaries with the written information on advance directives.

3. CONTRACTOR agrees to comply with all applicable Medicaid Laws, regulations, including sub-regulatory guidance and contract provisions, including the terms of the 1915(b) Waiver and Special Terms and Conditions.

4. CONTRACTOR shall provide services at the facilities listed below:

   a. St. Helena Hospital DBA Adventist Health St. Helena
      10 Woodland Road
      St. Helena, CA 94574

   b. St. Helena Hospital DBA Adventist Health Vallejo
      525 Oregon Street
      Vallejo, CA 94590

5. CONTRACTOR will provide services for the following client (adults and children) categories:

   a. Residents of Mendocino County referred to CONTRACTOR by COUNTY or designee only. Admission of residents not referred by COUNTY shall release COUNTY of any and all liability, including financial liability under the terms of this Agreement. This client category will be referred to as "Residents of Mendocino County" for the purposes of this Agreement.

b. Medi-Cal eligible residents of Mendocino County in accordance with regulations adopted pursuant to Welfare and Institutions Code, Section 5775, et seq. and 14680, et seq.

c. Residents of Mendocino County who are considered indigent.

6. CONTRACTOR will provide COUNTY with access to bed spaces on a first come, first served "Fee for Service" basis. COUNTY will reimburse CONTRACTOR a daily rate as set forth in the Exhibit B, Payment Terms, from the day of admission to the day of discharge.

7. CONTRACTOR will provide therapeutic and rehabilitation services in a non-hospital setting. Services are provided to individuals experiencing an acute psychiatric episode or crisis, whose physical health needs can't be met by an affiliated hospital or in an outpatient setting.

8. CONTRACTOR's primary areas of focus through program services under this Agreement will be continuous diagnostic assessment of the individual's mental health status, stabilization and maintenance of the mental health condition, improvement of client's functioning ability, and transitional planning with appropriate referrals. The program is intended for individuals who have a qualified mental health condition or crisis requiring temporary care in a safe and secure environment.

9. CONTRACTOR will accept "involuntary" and "voluntary" adult clients who are referred from County Mental Health agencies who meet the admission criteria established for the program. All care provided by the CONTRACTOR will be pre-authorized by COUNTY, and subject to utilization review criteria for medical and service necessity.

10. CONTRACTOR will complete admission upon receipt of physician's orders and signed consent for treatment (or 5150). The client 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.

11. CONTRACTOR will begin assessment of all clients on admission as it is integral to the treatment process. Treatment planning is individualized according to individual needs identified through assessments. Primary assessments include the following:

a. Psychiatric Evaluation,
b. Medical History and Physical,
c. Nursing Assessment,
d. Psychosocial History, and
e. Recreational Specialist Assessment.

12. As indicated by client need, and physician and treatment team assessment, CONTRACTOR may provide the following additional assessments:

    a. Nutrition Assessment.

    b. Other Assessments: Laboratory, radiology, MRI, EKG/EEG, CT scan, vocational, rehabilitation and other specialized consultations will be ordered on an individualized basis to ensure optimal utilization of resources.

    c. Physician declaration documents will be completed as necessary in preparation for Lanterman-Petris Short (LPS) court proceedings.

13. CONTRACTOR will immediately notify the Health Services Director or designee, by telephone, if a sudden, marked change in a client's health or condition, illness, death, serious personal injury, or substantial property damage occurs in connection with the performance of this Agreement. CONTRACTOR will 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:

    a. Name and address of the injured or deceased person;

    b. Name and address of CONTRACTOR's subcontractor, if any; and

    c. Name and address of CONTRACTOR's liability insurance carrier believed to be involved.

14. Client length of stay with the CONTRACTOR is planned to meet the acute psychiatric needs of the clients referred to the program based on medical necessity. It is expected that many of the clients referred to CONTRACTOR will be on an involuntary hold, which is limited to seventy-two (72) hours. These clients may receive treatment beyond that time frame if they meet continued medical necessity.

15. To continue treatment, a client 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. In all cases, individual care will be coordinated with the Health Services Director or designee.

16. The physician reviewer or the Utilization Review Committee must monitor the beneficiary's chart on a weekly basis to determine if the beneficiary's status has changed.

17. CONTRACTOR will discharge or transfer clients from a facility when:

    a. The client has successfully completed a treatment plan and no longer meets necessary medical or service criteria,

    b. The client no longer meets criteria for an involuntary hold, or

    c. The client needs a higher level of medical or psychiatric care.

18. CONTRACTOR understands that all clients moving to a lower level of care (e.g., board and care, supervised living, etc.) will be returned to the county of origin for placement or other disposition. Designee from county of origin is responsible for transportation at time of discharge based on Medi-Cal Provider discharge plan.

19. CONTRACTOR 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, CONTRACTOR shall obtain approval from the Health Services Director or designee before referring and transferring the client to a different placement.

20. Discharge planning and aftercare will be coordinated with the client's referring agency/caseworker to ensure post-discharge placement, medication support, and social, vocational, and educational services as appropriate.

21. CONTRACTOR will provide and maintain facilities and professional, allied, and supportive paramedical personnel to provide all necessary and appropriate psychiatric inpatient hospital services.

22. CONTRACTOR will be currently, and for the duration of this Agreement will remain, licensed as a general 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 22 and Title 17 of the California Code of Regulations.

23. CONTRACTOR will notify the COUNTY or designee's Point of Authorization (POA) of hospitalization within twenty-four (24) hours by phone (707.472.0350) or fax (707.472.0358).

24. CONTRACTOR will provide acuity/medical necessity update information two times (2x) a week for the first two (2) weeks of hospitalization by phone (707.472.0350) or fax (707.472.0358) (more frequently if client's condition merits) to the POA.

25. CONTRACTOR will, after the first two (2) weeks, provide acuity/medical necessity concurrent review information including progress notes, physician's

notes every other day or as requested by COUNTY's designee POA by phone (707.472.0350) or fax (707.472.0358) until discharge.

26. CONTRACTOR will coordinate with COUNTY's designee for client discharge and notify POA by fax (707.472.0358) of client discharge.

27. CONTRACTOR will provide initial assessment and discharge plan to COUNTY or designee, and any agencies that client has authorized to release information to, within ten (10) days of discharge.

28. Transportation from COUNTY to hospital, and upon discharge from the hospital to COUNTY, will be the responsibility of and expense of COUNTY or designee. All aftercare arrangements will be the responsibility of the COUNTY or designee. COUNTY or designee, before transporting and admitting a client into the hospital will make prior arrangement with CONTRACTOR and obtain permission for admission. It is further understood and agreed that COUNTY or designee will arrange for transportation back to COUNTY of all clients within twenty-four (24) hours of termination of the seventy-two (72) hour or fourteen (14) day Certification period in which CONTRACTOR may legally retain those involuntary clients that COUNTY or designee refers to CONTRACTOR.

29. In carrying out the Definition of Services contained in this Exhibit A, CONTRACTOR shall comply with all requirements to the satisfaction of the COUNTY, in the sole discretion of the COUNTY. For any finding of CONTRACTOR's non-compliance with the requirements contained in the Exhibit A, COUNTY shall within ten (10) working days of discovery of non-compliance notify CONTRACTOR of the requirement in writing. CONTRACTOR shall provide a written response to COUNTY within five (5) working days of receipt of this written notification. If the non-compliance issue has not been resolved through response from CONTRACTOR, COUNTY shall notify CONTRACTOR in writing that this non-compliance issue has not been resolved.

30. CONTRACTOR shall maintain compliance with California Code of Regulations Title 9, MHP contract, California Code of Regulations Title 42, The Health Insurance and Accountability Act of 1996 (HIPPA) regulations, state and federal laws, and other Mendocino County MHP requirements for client confidentiality and record security.

31. CONTRACTOR shall notify COUNTY of all communications with Media, including, but not limited to, press releases, interviews, articles, etc. CONTRACTOR shall not speak on behalf of COUNTY in any communications with Media but is encouraged to describe the services it provides and respond to questions about those services. CONTRACTOR is also encouraged, where appropriate, to provide timely and factual responses to public concerns.

32. Prior to terminating this Agreement, CONTRACTOR shall give at least thirty (30) days written notice of termination to COUNTY.

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

I. COUNTY will pay CONTRACTOR as per the following instructions:

1. CONTRACTOR shall submit claims in accordance with the applicable billing requirements. COUNTY will reimburse CONTRACTOR within thirty (30) days upon receipt of invoice (Attachment 1) from CONTRACTOR.

2. Rate of remuneration will be based on negotiations between CONTRACTOR and their local host county Mental Health Director, and are not inclusive of psychologist, or transportation fees and services.

3. Net negotiated rates per client per day for the purpose of this Agreement are:

	FY 2024-2025	FY 2025-2026
Medi-Cal Rates:		
Adult	$1,926	$2,042
Child Adolescent	$2,031	$2,153
Professional Fees	$163	$172
Admin Fees	$866	$917
Short Doyle-Indigent Rates (Professional fee included):		
Adult	$2,089	$2,214
Child Adolescent	$2,206	$2,339
Admin Rate	$866	$917

4. Rates for services rendered by CONTRACTOR shall be reviewed annually and amended by mutual agreement of CONTRACTOR and COUNTY at the beginning of each fiscal year. In the event mutual agreement for rates is not reached between parties hereto, this Agreement shall terminate upon written notice from COUNTY or CONTRACTOR.

5. CONTRACTOR must have means of routinely verifying that services reimbursed were actually provided. For coverage of services and payment of claims under this Agreement, CONTRACTOR shall implement and maintain a compliance program designed to detect and prevent fraud, waste, and abuse. As a condition

for receiving payment under a Medi-Cal managed care program, CONTRACTOR shall comply with the provisions of 42 C.F.R. §§ 438.604, 438.606 and 438.608, and 438.610. (42 C.F.R. § 438.600(b).

6. CONTRACTOR will not be reimbursed for unqualified services. COUNTY will be responsible for authorization and payment of in-patient services outlined within this Agreement during the days which a Mendocino County beneficiary had a medically necessary condition. If the county of beneficiary is changed during the course of treatment, authorization and payment responsibilities transfer to the beneficiary's new county of benefits.

7. Administrative days are those days authorized by a designated point of authorization or Utilization Review Committee in an acute inpatient facility when, due to the lack of a Medi-Cal eligible nursing facility, the beneficiary's stay at an acute inpatient facility must be continued beyond the beneficiary's need for acute care. The acute facility is responsible for contacting appropriate facilities within a sixty (60) mile radius at least once each five (5) working days until a beneficiary is placed or no longer requires that level of care. These contacts must be documented by a brief description of status and the signature of the person making the contacts. Rates listed above will be modified as needed when State changes the rate.

8. The physician reviewer or the Utilization Review Committee must monitor the beneficiary's chart on a weekly basis to determine if the beneficiary's status has changed.

9. CONTRACTOR shall determine if psychiatric inpatient hospital services rendered are not covered, in whole or in part, under any other state or federal medical care program or under any other contractual or legal entitlement, including, but not limited to, a private group indemnification or insurance program or worker's compensation. To the extent such coverage is available, the Department of Health Services' obligation pursuant to above, shall be reduced.

10. Payment of claims is contingent upon authorization for treatment by COUNTY or designee as the Managed Care Provider. Upon admittance, CONTRACTOR will receive an initial authorization for seventy-two (72) hours, or the duration of the 5150/5585. Continued authorization for services will be granted upon receipt of a request from CONTRACTOR attesting to medical necessity.

11. COUNTY shall only reimburse for services rendered to individuals placed or approved by COUNTY. COUNTY shall not reimburse for services not authorized by COUNTY.

12. COUNTY will be responsible for payment of the bed-days for the entire term of the Agreement. Exception, COUNTY obligation shall be reduced if CONTRACTOR receives reimbursement from Medicare or any other insurance or worker's compensation program.

13. COUNTY or designee is responsible for all transportation of clients to and from the CONTRACTOR's location. Any transportation paid for by CONTRACTOR with prior authorization shall be billed to COUNTY.

14. CONTRACTOR shall submit itemized invoices and Cost Reports to:

COUNTY OF MENDOCINO
Behavioral Health and Recovery Services
1120 S. Dora Street
Ukiah, CA 95482
Attn: Jenine Miller, Psy.D.

II. The compensation payable to CONTRACTOR hereunder shall not exceed Five Hundred Thousand Dollars ($500,000) for the term of this Agreement.

[END OF PAYMENT TERMS]

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, CONTRACTOR's indemnity obligations under Paragraph 2 of this Agreement.

CONTRACTOR shall obtain and maintain insurance coverage as follows:

a. Combined single limit bodily injury liability and property damage liability - $1,000,000 each occurrence.

CONTRACTOR shall furnish to COUNTY certificates of insurance evidencing the minimum levels described above.

[END OF INSURANCE REQUIREMENTS]

EXHIBIT D

CONTRACTOR ASSURANCE OF COMPLIANCE WITH

MENDOCINO COUNTY

Behavioral Health and Recovery Services

NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

NAME OF CONTRACTOR: **St. Helena Hospital DBA Adventist Health St. Helena and DBA Adventist Health Vallejo**

HEREBY AGREES THAT it will comply with Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.
2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
4. Age Discrimination in Employment Act (29 CFR Part 1625).
5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
7. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
9. Executive Order 11246, 42 USC 2000e et seq., and 41 CFR Part 60 regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.
10. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
11. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).
12. Title 42, United States Code (USC), Section 300 x-24, Requirements regarding tuberculosis and human immunodeficiency virus
13. Title 45, United States Code (USC), Section 96.128 Requirements regarding human immunodeficiency virus
14. 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91 Nondiscrimination Under Programs Receiving Federal Assistance, including handicap or age
15. Title 28, United States Code (USC), part 42, Nondiscrimination and Equal Employment
16. Title 7, United States Code (USC), part 15, Nondiscrimination Under Programs Receiving Assistance from the Department of Agriculture
17. Food Stamp Act of 1977, as amended and in particular section 272.6
18. Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996
19. 22 U.S.C. 7104 section 106 - Trafficking Victims Protection Act of 2000
20. Title 45, United States Code (USC), Section 96.131 - Admission Priority and Interim Services for Pregnant Women
21. CLAS (Culturally and Linguistically Appropriate Services National Standards); Civil Rights, Division 21 and ADA as amended

22. Title 42, CFR, Part 54 - Charitable Choice

As well as comply with State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).
2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135-1119.5 as amended.
3. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.
4. No state, federal, or County Realignment funds shall be used by the Contractor or its subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or its subcontractors to provide direct, immediate, or substantial support to any religious activity.
5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.
6. Title 1, Division 5 Chapter 7, of the Government Code, Section 4450 Access to Public Buildings by Physically Handicapped Persons
7. Title 22, Division 8 of the California Code of Regulations, Sections 98000-98413
8. California Civil Code Section 51 et seq., which is the Unruh Civil Rights Act
9. California Government Code section 12940 - California Fair Employment
10. California Government Code section 4450 -Access to Public Buildings
11. California Government Code Section 7290-7299.8 - the Dymally-Alatorre Bilingual Services Act

AND HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE CONTRACTOR HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, CONTRACTOR agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on CONTRACTOR directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

06/23/2025
Date

John Beaman
CONTRACTOR Signature

1 Adventist Health Way
Roseville, CA 95661
Address of CONTRACTOR

Appendix A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, and OTHER RESPONSIBILITY MATTERS LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 **Federal Register** (pages 19160-19211).

(1) The primary principal certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment tendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification, and

(d) Have not, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the primary principal is unable to certify to any of the statements in this certification, such principal shall attach an explanation.

John Beaman	St. Helena Hospital DBA Adventist Health St. Helena and DBA Adventist Health Vallejo
(Type Name)	(Organization Name)
Assistant Secretary	1 Adventist Health Way Roseville, CA 95661
(Title)	(Organization Address)
John Beaman	06/23/2025
(Signature)	(Date)

Addendum A

Medi-Cal Data Privacy and Security Agreement

The California Department of Health Care Services (DHCS) and the County of Mendocino Health and Human Services Agency (MC-HHSA) have entered into a Medi-Cal Data Privacy and Security Agreement in order to ensure the privacy and security of Medi-Cal Personally Identifiable Information (PII).

Medi-Cal PII is information directly obtained in the course of performing an administrative function on behalf of Medi-Cal, such as determining Medi-Cal eligibility or conducting IHSS operations, that can be used alone, or in conjunction with any other information, to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be used to access their files, such as name, social security number, date of birth, driver's license number or identification number. PII may be electronic or paper.

AGREEMENTS

NOW THEREFORE, County and the Contractor mutually agree as follows:

I. Privacy and Confidentiality

A. Contractors may use or disclose Medi-Cal PII only to perform functions, activities or services directly related to the administration of the Medi-Cal program in accordance with Welfare and Institutions Code section 14100.2 and 42 Code of Federal Regulations section 431.300 et.seq, or as required by law.

Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the Medi-Cal client, are allowable. Any other use or disclosure of Medi-Cal PII requires the express approval in writing of DHCS. Contractor shall not duplicate, disseminate or disclose Medi-Cal PII except as allowed in the Agreement.

B. Access to Medi-Cal PII shall be restricted to only contractor personnel who need the Medi-Cal Pii to perform their official duties in connection with the administration of the Medi-Cal program.

C. Contractor and/or their personnel who access, disclose or use Medi-Cal PII in a manner or for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions contained in applicable Federal and State statutes.

II. Employee Training and Discipline

Contractor agrees to advise its personnel who have access to Medi-Cal PII of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable Federal and State laws. Contractor shall:

A. Train and use reasonable measures to ensure compliance with the requirements of this Agreement by their personnel who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII; and take corrective action against such personnel who intentionally violate any provisions of this Agreement, up to and including by termination of employment. New employees will receive privacy and security awareness training from Contractor within 30 days of employment and receive regular reminders throughout their employment. This information will be recorded in employee records with dates of each training/reminder. These records are to be retained and available for inspection for a period of three years after completion of the training/reminders.

III. Management Oversight and Monitoring

The Contractor agrees to establish and maintain ongoing management oversight and quality assurance for monitoring workforce compliance with the privacy and security safeguards in this Agreement when using or disclosing Medi-Cal PII and ensure that ongoing management oversight includes periodic self-assessments.

IV. Confidentiality Statement

Contractor agrees to ensure that all contractor personnel who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII sign a confidentiality statement. The statement shall include at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement shall be signed by the Contractor and their personnel prior to access to Medi- Cal PII.

V. Physical Security

Contractor shall ensure that Medi-Cal PII is used and stored in an area that is physically safe from access by unauthorized persons during working hours and non-working hours. Contractor agrees to safeguard Medi-Cal PII from loss, theft or inadvertent disclosure and, therefore, agrees to:

A. Secure all areas of Contractor facilities where personnel assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII. The Contractor shall ensure that these secure areas are only accessed by authorized individuals with properly coded key cards, authorized door keys or access authorization; and access to premises is by official identification.

B. Ensure that there are security guards or a monitored alarm system with or without security cameras 24 hours a day, 7 days a week at Contractor facilities and leased facilities where a large volume of Medi-Cal PII is stored.

C. Issue Contractor personnel who assist in the administration of the Medi-Cal program identification badges and require County Workers to wear the identification badges at facilities where Medi-Cal PII is stored or used.

D. Store paper records with Medi-Cal PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks or locked offices in facilities which are multi-use (meaning that there are personnel other than contractor personnel using common areas that are not securely segregated from each other.) The contractor shall have policies which indicate that Contractor and their personnel are not to leave records with Medi-Cal PII unattended at any time in vehicles or airplanes and not to check such records in baggage on commercial airlines.

E. Use all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of, or viewing Medi-Cal PII.

VI. Computer Security Safeguards

The Contractor agrees to comply with the general computer security safeguards, system security controls, and audit controls in this section. In order to comply with the following general computer security safeguards, the Contractor agrees to:

A. Encrypt portable computer devices, such as laptops and notebook computers that process and/or store Medi-Cal PII, with a solution using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution. One source of recommended solutions is specified on the California Strategic Sourced Initiative (CSSI) located at the following link: www.pd.dgs.ca.gov/masters/EncryptionSoftware.html. The Contractor shall use an encryption solution that is full-disk unless otherwise approved by DHCS.

B. Encrypt workstations where Medi-Cal PII is stored using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.

C. Ensure that only the minimum necessary amount of Medi-Cal PII is downloaded to a laptop or hard drive when absolutely necessary for current business purposes.

D. Encrypt all electronic files that contain Medi-Cal PII when the file is stored on any removable media type device (i.e. USB thumb drives, floppies, CD/DVD, etc.) using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.

E. Ensure that all emails sent outside the Contractor's e-mail environment that include Medi-Cal PII are sent via an encrypted method using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.

F. Ensure that all workstations, laptops and other systems that process and/or store Medi-Cal PII have a commercial third-party anti-virus software solution and are updated when a new anti-virus definition/software release is available.

G. Ensure that all workstations, laptops and other systems that process and/or store Medi-Cal PII have current security patches applied and up-to-date.

H. Ensure that all Medi-Cal PII is wiped from systems when the data is no longer legally required. The Contractor shall ensure that the wipe method conforms to Department of Defense standards for data destruction.

I. Ensure that any remote access to Medi-Cal PII is established over an encrypted session protocol using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI. The Contractor shall ensure that all remote access is limited to minimum necessary and least privilege principles.

VII. System Security Controls

In order to comply with the following system security controls, the Contractor agrees to:

A. Ensure that all Contractor systems containing Medi-Cal PII provide an automatic timeout after no more than 20 minutes of inactivity.

B. Ensure that all Contractor systems containing Medi-Cal PII display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only. User shall be directed to log off the system if they do not agree with these requirements.

C. Ensure that all Contractor systems containing Medi-Cal PII log successes and failures of user authentication and authorizations granted. The system shall log all data changes and system accesses conducted by all users (including all levels of users, system administrators, developers, and auditors). The system shall have the capability to record data access for specified users when requested by authorized management personnel. A log of all system changes shall be maintained and be available for review by authorized management personnel.

D. Ensure that all Contractor systems containing Medi-Cal PII use role based access controls for all user authentication, enforcing the principle of least privilege.

E. Ensure that all Contractor data transmissions over networks outside of the Contractor's control are encrypted end-to-end using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI, when transmitting Medi-Cal PII. The Contractor shall encrypt Medi-Cal PII at the minimum of 128 bit AES or 3DES (Triple DES) if AES is unavailable.

F. Ensure that all Contractor systems that are accessible via the Internet or store Medi-Cal PII actively use either a comprehensive third-party real-time host based intrusion detection and prevention program or be protected at the perimeter by a network based IDS/IPS solution.

VIII. Audit Controls

Contractor agrees to an annual system security review by the County to assure that systems processing and/or storing Medi-Cal PII are secure. This includes audits and keeping records for a period of at least three (3) years. A routine procedure for system review to catch unauthorized access to Medi-Cal PII shall be established by the Contractor.

IX. Paper Document Controls

In order to comply with the following paper document controls, the Contractor agrees to:

A. Dispose of Medi-Cal PII in paper form through confidential means, such as crosscut shredding and pulverizing.

B. Not remove Medi-Cal PII from the premises of the Contractor except for identified routine business purposes or with express written permission of DHCS.

C. Not leave faxes containing Medi-Cal PII unattended and keep fax machines in secure areas. The Contractor shall ensure that faxes contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Contractor personnel shall verify fax numbers with the intended recipient before sending.

D. Use a secure, bonded courier with signature of receipt when sending large volumes of Medi-Cal PII. The Contractor shall ensure that disks and other transportable media sent through the mail are encrypted using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.

X. Notification and Investigation of Breaches

The Contractor agrees to notify John Martire, Chief Welfare Investigator, at 467-5856.

XI. Assessments and Reviews

In order to enforce this Agreement and ensure compliance with its provisions, the Contractor agrees to inspections of its facilities, systems, books and records, with reasonable notice from the County, in order to perform assessments and reviews.

XII. Assistance in Litigation or Administrative Proceedings

In the event of litigation or administrative proceedings involving DHCS based upon claimed violations, the Contractor shall make all reasonable effort to make itself and its personnel who assist in the administration of the Medi-Cal program and using or disclosing Medi-Cal PII available to DHCS at no cost to DHCS to testify as witnesses.

Signature Page

John Beaman
Contractor Name (printed)

John Beaman
Contractor Signature

Assistant Secretary
Contractor Title

St. Helena Hospital DBA Adventist Health St. Helena and DBA Adventist Health Vallejo
Contractor's Agency Name

06/23/2025
Date

Mendocino County BHRS
Services Contract Claim Form

Submit Invoice to:	Mendocino County – BHRS Attn: Jenine Miller 1120 S. Dora Street Ukiah California	**Contractor:**	Name Attn: Contact Address City, State, Zip

Type of Service	Date of Service	Rate	Total

Contractor's Signature: _____ Date: _____

Approved By: _____ Date: _____

ACCOUNTS PAYABLE USE ONLY	
Date Paid	
Contract Number	
Batch Number	
Control Number	
Account String	
Description	

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3ac)

To: BOARD OF SUPERVISORS

From: Behavioral Health and Recovery Services

Meeting Date: July 29, 2025

Department Contact: Jenine Miller, Psy.D. **Phone:** 707-472-2341

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Approval of Second Amendment to BOS Agreement No. 24-053 with Crestwood Behavioral Health, Inc. in the Amount of $8,000 for a New Agreement Total of $688,000, to Provide Residential Care to Mendocino County Lanterman-Petris-Short Clients, Effective July 1, 2024, through June 30, 2025

Recommended Action/Motion:
Approve second amendment to BOS Agreement No. 24-053 with Crestwood Behavioral Health, Inc. in the amount of $8,000 for a new Agreement total of $688,000, to provide residential care to Mendocino County Lanterman-Petris-Short clients, effective July 1, 2024, through June 30, 2025; authorize the Health Services Director or designee to sign any future amendments that do not increase the annual maximum amount; and authorize Chair to sign same.

Previous Board/Board Committee Actions:
April 23, 2024, Item 3p) Approval of Agreement No. BOS 24-053
April 16, 2025, Item 3j) Approval of First Amendment to Agreement No. BOS 24-053

Summary of Request:
The Lanterman-Petris-Short (LPS) Act is the California law governing the involuntary civil commitment of individuals who, due to mental illness, pose a danger to themselves, a danger to others, or who are gravely disabled and require inpatient psychiatric care. The intent of the LPS Act was to end inappropriate lifetime commitment of people with mental illness and firmly establish their right to due process while significantly reducing state institutional expense.

Pursuant to the requirements of the LPS Act, Mendocino County is responsible for providing residential care services to LPS clients who are court-mandated to receive a specific level of care requiring a structured environment due to mental health challenges. Currently, there are no local facilities in Mendocino County that are able to provide all levels of care as mandated by the courts. In addition, there is a shortage of residential care facilities statewide, which creates competition for these placements. As a result, Behavioral Health and Recovery Services (BHRS) contracts with multiple residential care facilities in order to help manage the shortage, and to maintain current client placements ensuring the most appropriate care within the largest possible placement options.

Crestwood Behavioral Health, Inc. is one of a few residential care facilities able to provide a broad range of services to Mendocino County LPS clients. Crestwood Behavioral Health, Inc., located throughout the State of

California, provides secure residential treatment programs that provide services for adults requiring a structured environment due to mental health challenges. Levels of care include the provision of groups, trainings, and programs to promote the recovery of clients for independent living in the community. The County's goal is to transfer clients to less restrictive residential settings as soon as they are able.

An amendment is being requested, as the placement was utilized at a higher rate than was anticipated during this fiscal year. Crestwood Behavioral Health, Inc. has been able to accommodate clients with more complex presentations than some of our other levels of care requiring an increased utilization and increased cost of care for clients of Mendocino County.

Alternative Action/Motion:
Return to staff for alternative handling.

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: 4050
current f/y cost: $688,000
budget clarification: Varies by utilization. Budgeted at $600,000, increased costs mitigated by reduction in other utilization.
annual recurring cost: No
budgeted in current f/y (if no, please describe): No
revenue agreement: No

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Tony Rakes, Deputy CEO

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk
Date: July 29, 2025

Final Status: **Approved**
Executed Item Type: Agreement
Number: 24-053-A2

BOS AGREEMENT NO. **24-053-A2**

AMENDMENT #2

Original Agreement	BOS-24-053
Amendment 1	BOS-24-053-A1

SECOND AMENDMENT TO COUNTY OF MENDOCINO
AGREEMENT NO. BOS-24-053

This second Amendment to Agreement No. BOS-24-053 is entered into by and between the **COUNTY OF MENDOCINO**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **CRESTWOOD BEHAVIORAL HEALTH, INC.**, hereinafter referred to as "CONTRACTOR," the date this Amendment is fully executed by all parties.

WHEREAS, Agreement No. BOS-24-053 was entered into on July 1, 2024 (the "Initial Agreement"); and

WHEREAS, First Amendment to Agreement No. BOS-24-053 was entered into on May 6, 2025 (the "First Amendment") increasing the total amount by $80,000 for a new total of $680,000; and

WHEREAS, the Initial Agreement and First Amendment are referred to as the Agreement; and

WHEREAS, upon execution of this document by COUNTY and CONTRACTOR, this second Amendment will become part of the Agreement and shall be incorporated therein; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to increase the amount by $8,000 from $680,000 to $688,000.

NOW, THEREFORE, we agree as follows:

1. The total contracted amount set out in the Agreement is hereby increased by $8,000 from $680,000 to $688,000.

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

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: _____
Jenine Miller, Psy.D.
Director of Health Services

Date: 7/7/25

Budgeted: Yes
Budget Unit: 4050
Line Item: 86-3162
Org/Object Code: MHMS75
Grant: No
Grant No.: N/A

COUNTY OF MENDOCINO

By: _____
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: 07/29/2025

ATTEST:
DARCIE ANTLE, Clerk of said Board

By: _____
Deputy 07/29/2025

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: _____
Deputy 07/29/2025

INSURANCE REVIEW:

By: _____
Risk Management

Date: 07/07/2025

CONTRACTOR/COMPANY NAME

By: _____
Elena Mashkevich,
Director of County Contracts

Date: 7/10/25

NAME AND ADDRESS OF CONTRACTOR:

CRESTWOOD BEHAVIORAL HEALTH, INC.
520 Capital Mall, Suite 800
Sacramento, CA 95814
916-764-5310
elena.mashkevich@cbhi.net

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: _____
COUNTY COUNSEL

Date: 07/07/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
Deputy CEO or Designee

Date: 07/07/2025

Signatory Authority: $0-25,000 Department; $25,001- 50,000 Purchasing Agent; **$50,001+ Board of Supervisors**
Exception to Bid Process Required/Completed ☒ EB-24-134
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: Located outside of Mendocino County

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3ad)

To: BOARD OF SUPERVISORS

From: Behavioral Health and Recovery Services

Meeting Date: July 29, 2025

Department Contact: Jenine Miller, Psy.D. **Phone:** 707-472-2341

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Approval of Second Amendment to Agreement No. BOS-24-071 with Willow Glen Care Center in the Amount of $35,000 for a New Agreement Total of $545,000, to Provide Residential Care to Mendocino County Lanterman-Petris-Short Clients, Effective July 1, 2024, through June 30, 2025

Recommended Action/Motion:
Approve second amendment to Agreement No. BOS-24-071 with Willow Glen Care Center in the amount of $35,000 for a new Agreement total of $545,000, to provide residential care to Mendocino County Lanterman-Petris-Short clients, effective July 1, 2024, through June 30, 2025; authorize the Health Services Director or designee to sign any future amendments that do not increase the annual maximum amount; and authorize Chair to sign same.

Previous Board/Board Committee Actions:
May 21, 2024; Item 3m) Approval of BOS Agreement BOS-24-071
June 24, 2025; Item 3av) Approval of First Amendment to BOS 24-071

Summary of Request:
The Lanterman-Petris-Short (LPS) Act is the California law governing the involuntary civil commitment of individuals who, due to mental illness, pose a danger to themselves, a danger to others, or who are gravely disabled and require inpatient psychiatric care. The intent of the LPS Act was to end inappropriate lifetime commitment of people with mental illness and firmly establish their right to due process while significantly reducing state institutional expense.

Pursuant to the requirements of the LPS Act, Mendocino County is responsible for providing residential care services to LPS clients who are court-mandated to receive a specific level of care requiring a structured environment due to mental health challenges. Currently, there are no local facilities in Mendocino County that are able to provide all levels of care as mandated by the courts. In addition, there is a shortage of residential care facilities statewide, which creates competition for these placements. As a result, Behavioral Health and Recovery Services (BHRS) contracts with multiple residential care facilities in order to help manage the shortage, and to maintain current client placements ensuring the most appropriate care within the largest possible placement options.

Willow Glen Care Center is one of a few residential care facilities able to provide services to Mendocino County LPS clients. Willow Glen Care Center, located in Yuba City, California, provides a broad range of

services in different locations to adults requiring a structured environment due to mental health challenges. Services include group therapy, trainings, entertainment/recreation, transportation and programs to promote the recovery of clients for independent living in the community. The County's goal is to transfer clients to a less restrictive residential setting as soon as they are able.

An amendment is being requested, as the placement was utilized at a higher rate than was anticipated during this fiscal year. The placement has been able to accommodate clients with more complex presentations than some of our other levels of care requiring an increased utilization an increased cost of care for clients of Mendocino County.

Alternative Action/Motion:
Return to staff for alternative handling.

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: 4050
current f/y cost: $545,000
budget clarification: Budgeted at $500,000, increased costs mitigated by reduction in other utilization.
annual recurring cost: No
budgeted in current f/y (if no, please describe): Yes
revenue agreement: No

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Tony Rakes, Deputy CEO

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk
Date: July 29, 2025

Final Status: **Approved**
Executed Item Type: Agreement
Number: 24-071-A2

BOS AGREEMENT NO. **24-071-A2**

AMENDMENT #2

Original Agreement No.	BOS-24-071
Amendment 1	BOS-24-071-A1

SECOND AMENDMENT TO COUNTY OF MENDOCINO AGREEMENT NO. BOS-24-071

This second Amendment to Agreement No. BOS-24-071 is entered into by and between the **COUNTY OF MENDOCINO**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **WILLOW GLEN CARE CENTER, INC.,** hereinafter referred to as "CONTRACTOR," the date this Amendment is fully executed by all parties.

WHEREAS, Agreement No. BOS-24-071 was entered into on July 1, 2024 (the "Initial Agreement"); and

WHEREAS, First Amendment to Agreement No. BOS-24-071 was entered into on June 24, 2025 (the "First Amendment") increasing the total amount from $500,000 to $510,000; and

WHEREAS, the Initial Agreement and First Amendment are referred to as the Agreement; and

WHEREAS, upon execution of this document by COUNTY and CONTRACTOR, this second Amendment will become part of the Agreement and shall be incorporated therein; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to increase the total amount payable by $35,000 from $510,000 to $545,000.

NOW, THEREFORE, we agree as follows:

1. The total contracted amount set out in the Agreement is hereby increased by $35,000 from $510,000 to $545,000.

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

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: _____
Jennine Miller, Psy.D.,
Director of Health Services

Date: 7/10/25

Budgeted: No
Budget Unit: 4050
Line Item: 86-3162
Org/Object Code: MHMS75
Grant: No
Grant No.: 'N/A'

COUNTY OF MENDOCINO

By: _____
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: 07/29/2025

ATTEST:
DARCIE ANTLE, Clerk of said Board

By: _____
Deputy 07/29/2025

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: _____
Deputy 07/29/2025

INSURANCE REVIEW:

By: _____
Risk Management

Date: 07/03/2025

CONTRACTOR/COMPANY NAME

By: _____
Jeff Payne, Executive Director

Date: 7/10/25

NAME AND ADDRESS OF CONTRACTOR:

WILLOW GLEN CARE CENTER, INC.
1547 Plumas Court
Yuba City, CA 95991
530-751-9904
jpayne@hmcg.us

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: _____
COUNTY COUNSEL

Date: 07/03/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
Deputy CEO or Designee

Date: 07/03/2025

Signatory Authority: $0-25,000 Department; $25,001- 50,000 Purchasing Agent; **$50,001+ Board of Supervisors**
Exception to Bid Process Required/Completed ☒ EB# 23-74
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: Located outside Mendocino County

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3ae)

To: BOARD OF SUPERVISORS

From: Behavioral Health and Recovery Services

Meeting Date: July 29, 2025

Department Contact: Jenine Miller, Psy.D. **Phone:** 707-472-2341

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Ratification of Submission of Grant Application for the Board and State of Community Corrections Proposition 47 Grant Program Cohort 5; and Authorization for the Director of Health Services to Execute and Sign the Contract Agreement if Awarded up to the Amount of $2,500,000, Effective October 1, 2025, to June 30, 2029

Recommended Action/Motion:
Ratify submission of grant application for the Board and State of Community Corrections Proposition 47 Grant Program Cohort 5; and authorization for the Director of Health Services to execute and sign the contract Agreement if awarded up to the amount of $2,500,000, effective October 1, 2025, to June 30, 2029; and authorize the Health Services Director or designee to sign any amendments that do not increase the maximum amount.

Previous Board/Board Committee Actions:
None.

Summary of Request:
Proposition 47 was a voter-approved initiative on the November 2014 ballot that reduced specified low-level drug and property crimes from felonies to misdemeanors. Each year, the state savings generated by the implementation of Proposition 47 are deposited into the Safe Neighborhoods and Schools Fund. Sixty-five percent of these savings are set aside annually for the BSCC to administer a competitive grant program.

Proposition 47 requires that these funds be awarded to public agencies to provide mental health services, substance use disorder treatment and/or diversion programs for those in the criminal justice system.

On June 23, 2025, Behavioral Health and Recovery Services submitted an application for the Community Outreach Response and Engagement (CORE) project, a collaborative initiative aimed at supporting community members who interact with law enforcement due to homelessness, addiction, mental health issues, or lack of services. The pilot project will be developed as a task force model that includes the Sheriff's Office, Social Services Homeless Outreach Unit (HOT), and Behavioral Health outreach personnel. The task force targets individuals with high use of the jail and criminal justice system and coordinates appropriate outreach and support

Behavioral Health and Recovery Services will use grant funds for the intended purpose, to support and expand the CORE project.

Alternative Action/Motion:
Return to staff for alternative handling

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: BSCC
current f/y cost: N/A
budget clarification: If awarded, an adjustment will be made to the budget.
annual recurring cost: N/A
budgeted in current f/y (if no, please describe): No
revenue agreement: Yes

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: N/A

CEO Liaison: Tony Rakes, Deputy CEO

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk
Date: July 29, 2025

Final Status: **Approved**

Proposition 47 Grant Program:

Safe Neighborhoods and Schools Act

Cohort 5 Request for Proposals



Prop 47 Grants Support Mental Health Services, Substance Use Disorder Treatment, and Diversion Programs for People in the Criminal Justice System

Grant Period: October 1, 2025 to June 30, 2029

Eligible Applicants:
California Public Agencies as Lead
in Partnership with Community-Based Organizations

RFP Released: April 11, 2025
Proposals Due: June 23, 2025

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CONFIDENTIALITY NOTICE:

All documents submitted as a part of the Proposition 47 Cohort 5 Grant Program proposal are public documents and may be subject to a request pursuant to the California Public Records Act. The BSCC cannot ensure the confidentiality of any information submitted in or with this proposal. (Gov. Code, §§ 7920.000 et seq.)

PART I: Background and Logistics

This Request for Proposals (RFP) provides the information necessary to prepare a proposal to the Board of State and Community Corrections (BSCC) for grant funds available through the Proposition 47 Cohort 5 Grant Program.

Background

Proposition 47 (Appendix A) was a voter-approved initiative on the November 2014 general election ballot. As stated in the ballot measure:

"The people enact the Safe Neighborhoods and Schools Act to ensure that prison spending is focused on violent and serious offenses, to maximize alternatives for nonserious, nonviolent crime, and to invest the savings generated from this act into prevention and support programs in K–12 schools, victim services, and mental health and drug treatment."

As further stated in the proposition, the BSCC's responsibilities are to:

"Administer a grant program to public agencies aimed at supporting mental health treatment, substance abuse treatment, and diversion programs for people in the criminal justice system, with an emphasis on programs that reduce recidivism of people convicted of less serious crimes, such as those covered by this measure, and those who have substance abuse and mental health problems." (Gov. Code, § 7599.2, subd. (a)(3).)

Assembly Bill 1056 (Statutes of 2015, Chapter 438) added additional priorities to the grant program including housing-related assistance and community-based supportive services such as job skills training, case management and civil legal services (see Appendix B).

Information about applicant eligibility, available funding, and eligible activities will be provided later in this RFP.

Questions About the RFP?

The BSCC staff cannot provide guidance or assist the applicant or its partners with the actual preparation of the proposal, but will respond to technical questions concerning the RFP, the submission process, programmatic requirements, etc. Technical questions must be submitted by email to: **Prop47Cohort5@bscc.ca.gov**.

Prospective applicants are encouraged to **carefully read the RFP in its entirety** prior to submitting questions. The BSCC will record all questions submitted and compile a Frequently Asked Questions (FAQ) document. The FAQ document will be posted to the Prop 47 home page after the Prospective Applicant Grant Information Session (see below) and updated periodically through June 20, 2025.

Prospective Applicant Information Session

Prospective applicants are invited to attend a virtual Grant Information Session. Attendance at the information session is not required. For those who cannot attend, the session will be recorded and posted to the BSCC website on the Prop 47 home page.

The purpose of the Proposition 47 Grant Information Session is to answer questions from prospective applicants and provide clarity on RFP instructions. Topics may include, but are not limited to proposal submission instructions, eligibility, funding, budgeting, and reporting requirements. There is no preference given to applicants who attend the Grant Information Session.

Please Submit Questions in Advance

There will be an opportunity to ask questions at the session, but BSCC requests that questions be submitted in advance, if possible. Questions submitted by May 2, 2025 will be addressed prior to, or at the Prospective Applicant Grant Information Session.

A Frequently Asked Questions (FAQs) document will be posted to the BSCC website and updated periodically through June 20, 2025. All questions, including questions submitted after May 2, 2025, will be addressed in an FAQ document posted to the Prop 47 home page.

Proposition 47 Cohort 5 Grant

Virtual Prospective Applicant Grant Information Session

WEDNESDAY, MAY 7, 2025

10:00 AM

Public access options for this meeting include:

Join by Zoom: https://us02web.zoom.us/j/86395613335

Call In: 1-669-900-9128

Webinar ID: 863 9561 3335

Proposal Due Date and Submission Instructions

READ THIS ENTIRE RFP DOCUMENT PRIOR TO INITIATING THE RFP PROCESS.

Proposal Due Date

The Proposition 47 (Prop 47) Grant Program Proposal Package submission is available through an online portal called Submittable. Applicants must submit proposals through the BSCC Submittable Application Portal by **3:00 P.M. (PST) on Monday, June 23, 2025,** at which time the portal will close.

IMPORTANT: Please allow sufficient time to begin and submit your proposal. Be advised that completing the proposal and uploading the required attachments into the Submittable Application Portal may take a significant amount of time. **If the BSCC does not receive a submission by 3:00 p.m. (PST) on Monday, June 23, 2025, the proposal will not be considered for funding. NO EXCEPTIONS.** Applicants are strongly advised to submit proposals in advance of the due date and time to avoid disqualification.

Submission Instructions

This RFP Instruction Packet contains all the necessary information to successfully complete and submit a Prop 47 Grant Proposal.

The BSCC uses an online submission management system called "Submittable." Proposals for the Prop 47 Grant **must be submitted through the BSCC Submittable Application Portal.** A link to the BSCC Submittable Application Portal, the Proposition 47 Grant Application, and all required attachments are available on the BSCC website through the link in the next paragraph.

The Proposition 47 RFP is accessible by clicking the "Click here to Submit; Powered by Submittable" button located on the Prop 47 home page at: https://www.bscc.ca.gov/s_bsccprop47/. You will be prompted to create a free Submittable account and log-in (or sign into an existing account) prior to accessing the online RFP

After a Submittable account is established, applicants may proceed with the submission process. As part of the online BSCC Submittable process, applicants will be required to download several mandatory forms that must be completed and uploaded at specific prompts within the BSCC Submittable Application Portal prior to submission, to include:

1. Proposition 47 Local Advisory Committee Membership Roster
2. Proposition 47 Local Advisory Committee Letter of Agreement
3. Project Work Plan
4. Budget Attachment (Proposal Budget Table and Budget Narrative)

Note: To save any changes made to an application in the Submittable Application Portal, you must click the "Save Draft" button at the end of the proposal page. In addition, most of the fields within the RFP require information to be entered; therefore, the system will

not allow proposal submission if all mandatory fields are not completed. Once you have successfully submitted the proposal through the BSCC Submittable Application Portal, you will receive an email acknowledging your proposal has been received.

Having Technical Issues?

If you experience technical difficulties with submitting your proposal through the Submittable Application Portal, you should submit a Help Ticket through Submittable, as the BSCC does not control that site. Please also email the BSCC at Prop47Cohort5@bscc.ca.gov and/or call the BSCC main line at (916) 445-5073 and ask to speak to someone about the Prop 47 Grant. Be advised that applicants contacting Submittable and/or the BSCC on the due date may not receive timely responses.

How to Submit a Letter of Intent

Applicants interested in applying for a Prop 47 Grant are asked to submit an optional, non-binding letter indicating their intent to apply. Letters of intent allow the BSCC to estimate how many proposals will be submitted to plan for the proposal evaluation process.

There is no formal template for the letter. Please submit the letter in Microsoft Word or as a PDF and include the following information:

1. Name of the applicant public agency;
2. Name of a contact person; and
3. A brief statement indicating the applicant's intent to submit a proposal;
4. The signature of an employee of the applicant public agency.

Please submit Letters of Intent via email to Prop47Cohort5@bscc.ca.gov by **Friday, May 9, 2025.** Please identify the email subject line as "Prop 47 Letter of Intent." Failure to submit a Letter of Intent is not grounds for disqualification, nor will prospective applicants that submit a Letter of Intent and decide later not to apply be penalized.

Executive Steering Committees and Scoring Panels

The BSCC uses Executive Steering Committees (ESC) and Scoring Panels to develop grant requirements and evaluate grant proposals. ESCs are composed of subject matter experts, community partners, and interested parties representing both the public and private sectors. The BSCC makes every attempt to include a diverse representation on its ESCs and Scoring panels, in breadth of experience, geography and demographics.

The BSCC will use a Scoring Panel process to evaluate Prop 47 Cohort 5 proposals and develop funding recommendations for the Board. The Board may approve, reject, or revise those recommendations. Members of the Scoring Panel are not paid for their time but are reimbursed for travel expenses incurred to attend meetings. If the BSCC is unable to convene a full Scoring Panel, BSCC staff may participate in the rating process.

Conflicts of Interest

Existing law prohibits any grantee, subgrantee, partner, or like party who participated on the Prop 47 Scoring Panel from receiving funds from the Prop 47 grants awarded under this RFP. Applicants who are awarded grants under this RFP are responsible for reviewing the Scoring Panel membership roster and ensuring that no grant dollars are passed through to any entity represented by any member of the Scoring Panel. Please check the BSCC Prop 47 home page for updated information on the Scoring Panel.

PART II: Grant Information

In developing the original Prop 47 RFP, the ESC agreed on a set of guiding principles, which reflect the priorities and values of the Prop 47 Grant. They are woven throughout the RFP and incorporated into the rating criteria. Applicants should develop proposals that reflect these principles.

Proposition 47 Grant: Guiding Principles

- Incorporate community partnerships and collaborations.
- Encourage culturally competent services and approaches that foster the principles of restorative justice.
- Define target populations, especially those populations that are:
  - traditionally underserved or inappropriately served through mental health and substance use disorder service providers, or
  - overrepresented within the criminal justice system, or
  - experiencing or at risk for homelessness
- Expand access to culturally congruent quality mental health and substance use disorder services, including services for co-occurring mental health and substance use disorder needs and the use of evidence-based or community defined practices.
- Identify and address known barriers to serving target populations, such as: lack of jobs, housing, or employment
- Prioritize client-focused/client-centered holistic programs and approaches, including healing strategies and trauma-informed care.
- Expand and improve on efforts to divert individuals away from criminal justice involvement through increased diversion programs and improved behavioral health services or community supports.
- Include community-based organizations with diverse staffing, including those who are system-impacted individuals, or who have varying educational levels and life experiences.
- Demonstrate capacity building for service providers at every level.
- Be mindful of regional equity and geographic diversity, including smaller and rural counties.
- Collect program data and measure/evaluate outcomes and publish and share information.
- Encourage community engagement, where members of the community participate in the identifying, informing, and shaping of policies, goals, services, and solutions.

Eligibility to Apply

Eligible Applicants

Eligible applicants are **public agencies** located in the State of California. For the purposes of this RFP a public agency is defined as:

> A county, city, whether a general law city or a chartered city, or city and county, the duly constituted governing body of an Indian reservation or Rancheria, a school district, municipal corporation, district, political subdivision, or any board, commission, or agency thereof, entities that are legislative bodies of a local agency pursuant to subdivision (c) or (d) of Section 54952 of the Government Code, a housing authority organized pursuant to Part 2 (commencing with Section 34200) of Division 24 of the Health and Safety Code, a state agency, public district, or other political subdivision of the state, or any instrumentality thereof, which is authorized to engage in or assist in the development or operation of housing for persons and families of low or moderate income. (Pen. Code, § 6046.1, subd. (c).)

Current Cohort 4 Grantees Are Not Eligible to Apply

Public agencies currently receiving a Cohort 4 Prop 47 grant (see Appendix D) **are not eligible to apply** for Cohort 5 funding unless they propose to implement a new treatment program as described by Health and Safety Code section 11395, subdivision (d)(2) (i.e., Proposition 36 treatment program). However, a public agency from the same city or county as a Cohort 4 grantee may still apply, as long as it is for a distinctly different project.

Definition of Lead Agency

For the purposes of this RFP, the public agency applicant will be considered the **Lead Agency.** Lead agencies (i.e., individual agencies or departments within a city, county, or other jurisdiction) may not submit more than one proposal.

Non-lead agencies (including community-based organizations, faith-based organizations, non-governmental or governmental entities, etc.) may serve as a partner on more than one proposal, as long as they have the capacity to separately track the services provided to each.

IMPORTANT: Required Pass-Through to Community-Based Organizations

In order to be eligible, a Lead Agency must:

- Subcontract with one or more non-governmental, community-based organizations for a **minimum of 50 percent** of the total grant award in order to demonstrate a shared partnership rooted in community engagement and economic equity.

Note: Additional points will be awarded to applicants that pass through 60 to 69 percent or 70 percent and higher of the total grant award (See *Preference Points* section, later in this document).

Joint Proposals

Two or more public agencies may partner to submit a joint proposal, but one must be designated as Lead Agency for contracting purposes. Joint proposals must comply with all other eligibility criteria. A public agency may apply on both an individual and a joint proposal. There is no funding or scoring incentive for joint proposals.

Funding and Applicant Categories

The Prop 47 Grant is funded from savings generated from the enactment of the Safe Neighborhoods and Schools Act of 2014. Each year, the Department of Finance calculates the savings and distributes funding to the BSCC, State Department of Education, and California Victim Compensation and Government Claims Board. By law, the BSCC receives 65 percent of the state savings to administer a grant program.

The BSCC anticipates that approximately **$127 million** in funding will be available for the Prop 47 Cohort 5 RFP. This funding is contingent on the amount of funds available in the Safe Neighborhoods and Schools Fund at the time of award.

The BSCC may select additional proposals for awards from the ranked list if the deposits into the Safe Neighborhoods and Schools Fund significantly increase the BSCC's expected allocation.

Applicant Categories and Corresponding Funding Thresholds

Recognizing that different-sized jurisdictions have different capacities, resources, and needs, there are two categories within which public agency applicants will compete.

Maximum funding thresholds have been set within each category. These categories were established so that projects of a smaller scope do not compete against projects of a larger scope. **Applicants must self-select an Applicant Category**, depending on the size and cost of their proposed project. See the table below:

Applicant Category	Funding Threshold	Funds Allocated to this Category
1) Small Scope Project	Up to **$2 million** for the entire grant period.	$42,800,000
2) Large Scope Project	More than $2 million and up to **$8 million** for the entire grant period.	$64,200,000
• **Los Angeles County** *(will compete in the Large Scope Project Category)*	The County of Los Angeles may submit a single application for up to **$20 million** for the entire grant period.	$20,000,000
	Total Available Funds:	**$127,000,000**

Applicants are strongly encouraged to apply for only the amount of funding needed to meet their program goals within the grant period. The Scoring Panel will rate proposals based in part on the reasonableness of the proposed budget.

Financial Leveraging

Assembly Bill 1056 (2015) calls for the BSCC to prioritize Prop 47 funding to public agency applicants that demonstrate how they plan to leverage other federal, state, and local funds or other social investments, such as the following:

A. The Drug Medi-Cal Treatment Program (22 Cal. Code Regs. 51341.1, 51490.1, and 51516.1).
B. The Mental Health Services Act, enacted by Proposition 63 at the November 2, 2004, general election, as amended.
C. Funds provided for in connection with the implementation of Chapter 15 of the Statutes of 2011.
D. The Community Corrections Performance Incentives Act (Stats. 2009, Ch. 608; Chapter 3 (commencing with Section 1228) of Title 8 of Part 2).
E. The tax credits established pursuant to Sections 12209, 17053.57, and 23657 of the Revenue and Taxation Code.
F. The federal Department of Housing and Urban Development funds, such as the Emergency Solutions Grant program (42 U.S.C. Sec. 11371 et seq.).
G. The federal Department of Veterans Affairs Supportive Services for Veteran Families program (38 U.S.C. Sec. 2044).
H. Social Innovation Funds established by the Corporation for National and Community Service pursuant to Section 12653k of Title 42 of the U.S. Code.
I. The Edward Byrne Memorial Justice Assistance Grant Program (42 U.S.C. Sec. 3750 et seq.).

Leveraged Contributions

Grantees must maintain documentation that support all leveraged contributions to the grant. Expenditures for leverage funds must be reported on the BSCC invoice as the expenditures occur. Grantees are responsible for ensuring budgeted leverage contributions are made and grantees should not reduce or waive contributions once the grant agreement is fully executed. Failure to account for or provide budgeted leverage funds may result in a commensurate reduction in BSCC grant funds or termination of the grant agreement.

Supplanting

BSCC grant funds shall be used to support new program activities and/or to augment existing funds that expand current program activities. BSCC grant funds shall not be used to replace existing funds.

Supplanting is strictly prohibited for all BSCC grants. When leveraging outside funds, public agency applicants must be careful not to supplant. Supplanting is the deliberate

reduction in the amount of federal, state, or local funds being appropriated to an existing program or activity because grant funds have been awarded for the same purposes.

It is the responsibility of the Grantee to ensure that supplanting does not occur. The Grantee must keep clear and detailed financial records to show that grant funds are used only for allowable costs and activities.

Denial of Future Funding

The BSCC reserves the right to consider the denial of future funding to any project and its officers based on its failure to comply with any term or condition of a current or previous Grant Award, poor past performance in a previous Grant Award, or failure to cooperate with state auditors/monitors.

Target Population & Eligible Activities

Target Population

The target population for programs and services funded by the Prop 47 grant is limited to adults and/or juveniles who meet the following two criteria:

1) have been arrested, charged with, or convicted of a criminal offense (including those charged with a "treatment-mandated felony"[1]), **and**

2) have a history of mental health or substance use disorders.

For purposes of this RFP, a person has a history of mental health issues or substance use disorders if the person:

- has a mental health issue or substance use disorder that limits one or more of their life activities;
- has received services for a mental health issue or substance use disorder;
- has self-reported to a provider that they have a history of mental health issues, substance use disorders, or both; or
- has been regarded as having a mental health issue or substance use disorder.

In addition, the target population should have been convicted of less serious crimes such as those covered by Prop 47.

If services and programs are provided to juveniles, juveniles must fall under the jurisdiction of the juvenile court pursuant to Welfare and Institutions Code section 602. Juveniles that come under the jurisdiction of the juvenile court under Welfare and Institutions Code section 601 (i.e., status offenses, truancy) should not be considered arrested for or charged with criminal offenses.

[1] See Health & Saf. Code, § 11395, subd. (c).

Applicants will be required to describe how they will ensure that this target population is the one to be served by the proposed program. This could include a description of the program's referral, engagement to services, screening, assessment, and documentation processes. More information on this will be provided later in the Proposal Narrative instructions.

Eligible Grant Activities

Public agency applicants will be allowed to implement new services or programs and/or expand existing services or programs.

Prop 47 grant funds must be used for one or more of the following:

- mental health services, and/or
- substance use disorder (SUD) treatment, and/or
- diversion programs.

The BSCC does not prescribe the type of mental health services, SUD treatment, or diversion programs to be implemented. Within these three categories, applicants have broad discretion in determining the nature and duration of the services and programs funded by the grant. In selecting the type of services and programs to implement, applicants should be guided by the needs of the target population in their communities.

Priority will be given to applicants that provide supplemental housing-related services and other community-based supportive services, such as job skills training, case management, and civil legal services, as specified in Assembly Bill 1056 (Statutes of 2015, Chapter 438).

Grant funds may also be used for court-ordered treatment programs pursuant to Health and Safety Code section 11395 (i.e., Proposition 36). Eligible projects could include (this list is not exhaustive:

- Expanding or enhancing existing court-ordered substance use disorder and/or mental health treatment.
- Providing case management and wraparound services that facilitate successful reintegration, to include housing, employment support, and job training.

Examples of substance use disorder treatment and diversion programs can be found in Appendix D: Glossary of Key Terms.

Ineligible Grant Expenditures

Grant funds may be used to implement new activities and programs and/or augment existing funds dedicated to a project but may not replace or supplant funds that have been appropriated for the same purpose.

Prop 47 grant funds may not be used for:

- the acquisition of real property, or
- programs or services provided in a custodial setting (with the exception of outreach and reentry planning)[2]

For more information on eligible and ineligible costs, refer to the *BSCC Grant Administration Guide*.

Service Delivery Approach

Applicants will be required to describe the service delivery approach, i.e., who will deliver the services and how, and why it is most appropriate for the community and target population. More information on this will be provided later in the Proposal Narrative instructions. Key questions to consider include:

- What are the needs of your community and how does your project provide services reflective of the racially and ethnically diverse communities served?
- How does your project ensure services will be provided in locations accessible to the community?
- How does your project ensure services will be tailored to meet an individual's holistic needs, e.g., wraparound services?
- How does your project provide services in a culturally competent manner?
- How does your approach ensure that services and programs adhere to the principles of trauma-informed care?
- How does your project provide services in a collaborative manner with the community, governmental and non-governmental agencies?
- How does your project take steps to advance the principles of Restorative Justice and reduce recidivism in your community?
- How will this project change or improve the lives of participants?

Grant Period (Contract Term)

Proposals selected for funding will be under contract agreement with the BSCC from **October 1, 2025 to June 30, 2029.** The term of the grant agreement includes:

- 3 months for start-up and implementation,
- 3 years for service delivery, and

[2] For the purposes of this RFP, a locked facility (e.g., jail, prison, etc.) is considered a custodial setting. The intent of this RFP is to prohibit the use of grant funds for programs or services provided in a custodial setting with the exception of outreach and reentry planning.

- 6 months for completion of the required Local Evaluation Report and program-specific compliance audit (both are described later in this RFP).

A visual illustration of the grant agreement period is provided in the table below:

Start-Up & Implementation*	**Service Delivery**	**Service Delivery**	**Service Delivery**	**Evaluation & Close-Out**
3 Months	*12 months*	*12 months*	*12 months*	*6 Months*
October 1, 2025 - December 31, 2025	January 1, 2026 - December 31, 2026	January 1, 2027 - December 31, 2027	January 1, 2028 - December 31, 2028	January 1, 2029 – June 30, 2029
Start-up activities to include: subcontracting, procurement, hiring, set-up of financial and case management systems, etc.	Service delivery and data collection.	Service delivery and data collection.	Service delivery and data collection.	Compile and analyze data gathered from three full years of service delivery. Complete Local Evaluation Report. Complete program- specific compliance audit.

Important note: The grant service delivery period ends on December 31, 2028. From January 1, 2029 to June 30, 2029, only expenditures associated with completion of the Local Evaluation Report, completion of the required program-specific compliance audit, and other financial close-out activities may be incurred. Additional information about the invoicing process and reporting requirements will be provided later in this RFP.

Proposition 47 Local Advisory Committee

In order to apply for Prop 47 funding, the Lead Agency must convene a Prop 47 Local Advisory Committee that includes local stakeholders who have experience and expertise in the prospective programs and/or services to be implemented by the proposal. This advisory committee will, at a minimum, advise on:

- How to identify and prioritize the most pressing needs to be addressed (to include target population, target area, etc.);
- How to identify the strategies, programs and/or services to be undertaken to address those needs;
- The development of the grant project; and
- Ongoing implementation of the grant project.

The Prop 47 Local Advisory Committee must include a broad range of stakeholders from within the communities, organizations, departments, etc. impacted by the proposal.

Examples include behavioral health professionals, educators, community-based and faith-based organizations, individuals impacted by the justice system, law enforcement, probation, prosecutors, defense attorneys, courts, social service providers, advocacy groups, housing providers, housing navigators and citizens.

Lead Agencies should consider state and local conflict of interest laws when selecting members of the Prop 47 Local Advisory Committee. The Lead Agency is advised to check with its counsel about potential conflicts. The Lead Agency may use an existing body, but it must include individuals with the appropriate experience and expertise and address all the requirements listed in this section.

The Lead Agency must host regular community meetings to invite ongoing feedback and non-confidential updates from the Prop 47 Local Advisory Committee and the community.

As a part of the application, each Lead Agency will be required to include a Membership Roster for the Prop 47 Local Advisory Committee and a Letter of Agreement signed by all members (see Attachments C and D).

Evidence-Based, Data-Driven and Innovative Strategies *(information only)*

The BSCC is committed to supporting a focus on better outcomes in the justice system and for those involved in it. Applicants are therefore encouraged to use data to drive decision-making in the development, implementation, and appraisal of their overall projects. Applicants should be able to demonstrate that their proposal is linked to the implementation of practices and strategies supported by data. In developing a proposal, applicants should focus on the following three basic principles:

1. **Is there evidence or data to suggest that the intervention or strategy is likely to work, i.e., produce a desired benefit?** For example, was the intervention or strategy you selected used by another jurisdiction with documented positive results? Is there published research on the intervention you are choosing to implement showing its effectiveness? Is the intervention or strategy being used by another jurisdiction with a similar problem and similar target population?

2. **Once an intervention or strategy is selected, will you be able to demonstrate that it is being carried out as intended?** For example, does this intervention or strategy provide for a way to monitor quality control or continuous quality improvement? If this intervention or strategy was implemented in another jurisdiction, are there procedures in place to ensure that that you are following the model closely (so that you are more likely to achieve the desired outcomes)?

3. **Is there a plan to collect evidence or data that will allow for an evaluation of whether the intervention or strategy worked?** For example, will the intervention or strategy you selected allow for the collection of data or other evidence so that outcomes can be measured at the conclusion of the project? Do you have processes in place to identify, collect and analyze that data/evidence?

Public agency applicants are encouraged to develop an overall project that incorporates these principles but is tailored to fit the needs of the communities they serve. Innovation and creativity are encouraged, but projects that have not been validated should demonstrate a promising approach using existing data and research such as best practices in the field.

Plans to measure the effectiveness of a project should include the use of both qualitative and quantitative research. While quantitative research is based on numbers and mathematical calculations, qualitative research is based on written or spoken narratives. The purpose of quantitative research is to explain, predict and/or control events through focused collection of numerical data, while the purpose of qualitative research is to explain and gain insight and understanding of events through intensive collection of narrative data.

Data Collection, Reporting and Evaluation Requirements

Projects selected for funding will be required to submit Quarterly Progress Reports (QPRs) to the BSCC and complete an evaluation of their grant-funded project that focuses on the achievement of the project's goals and objectives. Completion of the evaluation requires the submission of a Local Evaluation Plan (LEP) and Local Evaluation Report (LER). A summary of the QPRs, LEP, and LER follows. More detailed information and evaluation-related resources will be made available to grantees.

Required Set-Aside for Evaluation Efforts

To ensure that grantees can comply with BSCC's data collection and reporting requirements in a meaningful way that benefits the applicants, their communities, and the State of California, applicants are required to budget **a minimum of 5 percent (or $50,000, whichever is greater), but not more than 10 percent**, of the total grant award for data collection and evaluation efforts. These efforts include development of the Local Evaluation Plan, completion of Quarterly Progress Reports and completion of Local Evaluation Report.

Applicants are encouraged, but not required, to use outside evaluators to ensure objective and impartial evaluations. Specifically, applicants are encouraged to partner with institutions of higher learning universities, state universities and community colleges. See Appendix E for key definitions related to project evaluation.

Applicants are also strongly encouraged to identify research partners early on and include them in the development of the proposal, so that the goals and objectives listed in the Prop 47 Project Work Plan are measurable.

Quarterly Progress Reports

Grant recipients are required to submit Quarterly Progress Reports (QPRs) to the BSCC. Progress reports are a critical element in BSCC's monitoring and oversight process. Grantees that are unable to demonstrate sufficient progress toward project goals and

objectives or demonstrate that funds are being spent in accordance with the Grant Agreement and Prop 47 Work Plan could be subject to the withholding of funds.

A brief outline of the types of information and data grantees will be required to report through the QPRs follows. Once grants are awarded, BSCC staff will update the design of the QPR to ensure the data collected reflects the projects that were funded. Grantees will have an opportunity to provide feedback before the QPR is finalized. Applicable forms and instructions will be available to grantees on BSCC's website after the Grantee Orientation.

Types of data and information gathered through the QPRs:

- Grantee progress in implementing common project implementation activities (i.e., partnerships, staffing, training, enrollment process, programming, data collection/evaluation and quality assurance). For each activity, grantees will report their implementation status (not started, planning, started, complete, N/A) and provide a narrative description of their progress, accomplishments, and/or challenges.
- Grantee progress in achieving their project's goals and objectives. For each goal and its associated objectives, grantees will describe their progress toward achieving the goal, any challenges achieving the goal or objectives, and, if applicable, how the challenges are being addressed.
- Project-level qualitative (narrative) information related to the implementation of Prop 47 funded projects.

As part of the QPRs, grantees will be required to submit de-identified individual level data in a Microsoft Excel file located in a secure cloud storage platform. **BSCC will not request or retain personal identifying information.** Grantees will be required to provide the following information for each participant:

- Age at enrollment
- Gender identity
- Race/Ethnicity
- Highest level of education completed at time of enrollment
- Employment and housing status at enrollment
- Employment and housing status at completion
- Prior arrests and convictions (yes/no responses)
- Probation, Parole, or PRCS status at enrollment
- Participation status (e.g., active participant, received one-time intervention services, exited program without completing program requirements, completed program requirements, etc.)

- Reason for exiting prior to program completion, if known
- Number of days between program enrollment and program completion (for participants who complete program requirements)
- Whether the services are the result of a treatment-mandated felony
- Number of prior treatment-mandated felonies (if applicable)
- Number of successfully completed treatments for treatment-mandated felonies (if applicable)
- Services the participant received during the quarter
    - If the participant receives mental health and/or substance use disorder treatments, indicate whether the treatment is mandated (e.g., Prop 36 treatment mandated felony, mandated as part of a diversion program funded through Prop 47, court ordered treatment but not related to Prop 36 or a Prop 47 diversion program, or not mandated)
- Recidivism
    - Due to the complexity of obtaining recidivism information for many grantees, this information will only be requested annually, instead of quarterly.
    - The definition of recidivism, as established in AB 1056, will be used for reporting purposes.
    - Recidivism data must be obtained from a reliable source, such as local law enforcement. Self-report will not be accepted. Note that obtaining this information from a reliable source may require the establishment of data sharing agreements.
    - Grantees will be required to report the following recidivism information:
        - Number of days between program enrollment/services received and the recidivating event.
        - Whether the conviction was a misdemeanor or felony

Local Evaluation Plan (LEP)

The purpose of the LEP is to ensure that the grantee has a plan in place at the beginning of the project to collect the data and information necessary to, at the conclusion of the grant period, report on the extent to which the project's goals and objectives, as included in the proposal, were achieved. The LEP is expected to include a detailed description of the data and information that will be collected for each goal and its associated objectives and detailed descriptions of the data management, analysis and reporting plans. The plan should be developed before the project starts or during project implementation before services or activities begin. Generally, modifications to the plan may occur during the grant period to address challenges or lessons learned. Appendix F provides the guidelines for the LEP. The LEP is due no later than March 31, 2026.

Local Evaluation Report (LER)

The purpose of the LER is to document the extent to which the project achieved its goals and objectives. Implementation of the LEP should ensure the grantee has the data and information necessary to do so. Appendix F provides the guidelines for the LER. The LER is due no later than June 30, 2029.

Evaluation Dissemination

The BSCC may make the LER from each grantee available to the public. Reports may be posted to the BSCC website and information from them may be incorporated into a Statewide Evaluation Report to be shared with the Administration, the Legislature, and the public.

Projects selected for funding are encouraged to make their LER public (e.g., post online, disseminate, share at meetings) to the community and the grantee's Governing Board (e.g., Board of Supervisors, City Council, etc.).

If the grantee plans to publish the Local Evaluation Report, it must be submitted to the BSCC for review prior to publication.

Additional Grant Requirements

Grant Agreement

Applicants approved for funding by the BSCC Board are required to enter into a Grant Agreement with the BSCC. Grantees must agree to comply with all terms and conditions of the Grant Agreement. A sample BSCC Grant Agreement can be found on the BSCC Prop 47 home page. The Grant Agreement start date is expected to be **October 1, 2025**.

Grant Agreements are considered fully executed only after they are signed by both the Grantee and the BSCC, and the BSCC is in receipt of all required attachments including documentation of signing authority (i.e., Governing Board Resolution). Work, services, and encumbrances cannot begin prior to the Grant Agreement start date. Any work, services, and encumbrances that occur after the start date but prior to Grant Agreement execution may not be reimbursed. Grantees and all subgrantees are responsible for maintaining their Grant Agreement, all invoices, records, and relevant documentation for at least three (3) years after the final payment under the Grant Agreement.

Please note: The BSCC may elect not to enter into a Grant Agreement with your organization if any of the following are true:

- Your organization had a BSCC grant terminated in the past three years.
- Your organization has overdue deliverables that have not been submitted (e.g., Final Local Evaluation Report).
- Your organization has unpaid financial obligations due to the BSCC.

Governing Board Resolution

Before the grant award can be finalized and funds awarded, successful applicants must submit either a resolution from its Governing Board that delegates authority to the individual authorized to execute the grant agreement or sufficient documentation indicating that the individual who signs the grant agreement has been vested with plenary authority to execute grant agreements (e.g., a municipal ordinance or city/county ordinance/charter delegating such authority to a city manager or department head).

This documentation is not required at the time of proposal submission, but applicants are advised that the grant agreement will not be fully executed, nor will any financial invoices be processed for reimbursement until the required documentation has been received by the BSCC. A sample Governing Board Resolution can be found in Attachment E.

Invoicing for Grant Expenditures

Disbursement of grant funds occurs on a reimbursement basis for costs incurred during a reporting period. The State Controller's Office (SCO) will issue the warrant (check) to the individual designated as the Financial Officer for the grant. Grantees will submit invoices to the BSCC on quarterly basis through an online process no later than 45 days following the end of the invoicing period (grantees wishing to invoice on a monthly basis must request an exception prior to entering into Grant Agreement).

Grantees must maintain adequate supporting documentation for all costs claimed on invoices. BSCC staff will conduct a desk review process which requires grantees to submit electronic documentation to support all grant funds claimed during the invoicing period. In addition, BSCC staff will conduct on-site monitoring visits that will include a review of documentation maintained as substantiation for project expenditures with grant funds.

Additional information about invoicing can be found in the BSCC Grant Administration Guide.

Audit Requirement

Grantees are required to provide the BSCC with a program-specific compliance audit that covers the service delivery period of the grant. The audit report will be due no later than **June 30, 2029**. The program-specific compliance audit shall be performed by a Certified Public Accountant or a participating county or city auditor that is organizationally independent from the participating county or city's project financial management functions. Expenses for the final audit may be reimbursed for actual costs up to $25,000.

In addition, BSCC reserves the right to call for a program or financial audit at any time between the execution of the grant agreement and three (3) years following the end of

the grant period. The Department of General Services, State Controller[3], the California State Auditor, the Department of Finance, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this grant.

Debarment, Fraud, Theft or Embezzlement

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to applicants that have been:

1. Debarred by any federal, state, or local government entities during the period of debarment; or
2. Convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state, or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

BSCC also requires that all grant recipients include, as a condition of award to a subcontractor, a requirement that the subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

Before entering into grant agreement with the BSCC, successful applicants will be required to complete *a form* (see Appendix G) certifying they are in compliance with the BSCC's policies on debarment, fraud, theft, and embezzlement.

Criteria for Non-Governmental Organizations that Receive Grant Funds as a Subcontractor

There are separate eligibility criteria for non-governmental organizations (NGOs) that subcontract to receive Prop 47 grant funds to deliver direct services to the target area or target population (see Appendix H). These criteria do not apply to subcontractors delivering professional services such as staff training, legal services, evaluation, organizational capacity building, accounting, bookkeeping, grants management, etc.

[3] The State Controller has independent authority to audit Proposition 47 grant programs administered by the BSCC. (Gov. Code, § 7599.2, subd. (c).)

Important: All non-governmental community-based organizations selected to receive Prop 47 grant funds as a part of the required 50 percent pass-through must meet these eligibility criteria.

Before entering into grant agreement with the BSCC, successful applicants will be required to complete, sign, and submit the *Criteria and Assurance for Non-Governmental Organizations that Receive BSCC Grant Funds as a Subcontractor* (see Appendix H).

Once under contract, grantees must submit an updated *Criteria and Assurance for Non-Governmental Organizations that Receive BSCC Grant Funds as a Subcontractor* form throughout the life of the grant agreement for NGOs that are added after awards are made. The BSCC will not reimburse for costs incurred by NGOs that do not meet the BSCC's requirements.

Grantee Orientation

Following the start of the grant period, BSCC staff will conduct a mandatory Grantee Orientation (date and venue to be determined). The purpose of this mandatory session is to review the program requirements, invoicing, and budget modification processes, data collection and reporting requirements, as well as other grant management and monitoring activities. Typically, the Project Director, Financial Officer, and Day-to-Day Contact must attend. Grantees are also strongly encouraged to include the individual tasked with Data Collection and Evaluation and a minimum of one community partner.

Quarterly Virtual Meetings

Following the start of the grant period, grantees will be expected to attend quarterly virtual meetings with the BSCC Field Representative(s) assigned to the grant. At a minimum, both the Project Director and Finance Officer should be in attendance, as critical information about the grant will be shared. The purpose of these meetings is to offer technical assistance to grantees and provide a forum for questions and information sharing.

Travel

Travel is usually warranted when personal contact by project staff is the most appropriate method of conducting project-related business. Travel to and from training conferences may also be allowed. The most economical method of transportation, in terms of direct expenses to the project and the employee's time away from the project, must be used. Projects are required to include sufficient per diem and travel allocations for project-related personnel, as outlined in the Grant Award, to attend any mandated BSCC training conferences or workshops outlined in the terms of the program.

- **Units of Government**
  Units of government may follow either their own written travel and per diem policy or the State's policy. Units of government that plan to use cars from a state, county, city, district carpool, or garage may budget either the mileage rate established by

the carpool or garage, or the state mileage rate, not to exceed the loaning agency rate.

- **Non-Governmental Organizations (NGOs)**
  An NGO receiving BSCC funds must use the State travel and per diem policy, unless the Grantee's written travel policy is more restrictive than the State's, in which case it must be used. Reimbursement is allowed for the cost of commercial carrier fares, parking, bridge, and road tolls, as well as necessary taxi, bus, and streetcar fares.

- **Out-of-State Travel**
  Out-of-state travel is restricted and only allowed in exceptional situations. Grantees must receive written BSCC approval prior to incurring expenses for out-of-state travel. Even if previously authorized in the Grant Award, Grantees must submit to the BSCC a separate formal request (on Grantee letterhead) for approval. Out-of-state travel requests must include a detailed justification and budget information.

- **International Travel**
  State grant funds may not be used for international travel.

Compliance Monitoring Visits

The BSCC staff will monitor each project to assess whether the project is in compliance with grant requirements and making progress toward grant objectives. As needed, monitoring visits may also occur to provide technical assistance on fiscal, programmatic, evaluative, and administrative requirements. For your reference, a sample Comprehensive Monitoring Visit checklist can be found on the Corrections Planning and Grant Programs website.

Overview of the RFP Process

Confirmation of Receipt of Proposal

Upon submission of a proposal in the BSCC Submittable Application Portal, applicants will receive a confirmation email from the BSCC stating that the proposal has been received.

Technical Compliance Review and Eligibility Assessment

All proposals will undergo a technical compliance review before moving forward to the proposal rating process. Items that will result in disqualification are listed in the table below.

Disqualification

Please see the following page for a list of items that will result in automatic disqualification.

"Disqualification" means the proposal will not move forward to the Scoring Panel for the Proposal Rating Process and, therefore, will NOT be considered for funding under this grant.

DISQUALIFICATION CRITERIA



PLEASE REVIEW CAREFULLY

The following will result in an automatic disqualification:

- Proposal submission is not received in the Submittable Portal by **3:00 P.M. (PST) Monday, June 23, 2025.**
    - Allow sufficient time to upload all required documents in the BSCC Submittable Application portal. Do not wait until the last minute!
    - Email submissions will not be accepted.
- Applicant is not a public agency as defined in Penal Code section 6046.1, subdivision (c).
- Any of the following required attachments are missing or blank:
    - Proposal Budget Attachment (Excel attachment)
    - Project Work Plan Attachment
    - Local Advisory Committee Roster
    - Local Advisory Committee Letter of Agreement
- Proposal Budget Attachment and/or Work Plan Attachment are not submitted on the template provided by BSCC. Do not use your own format.
- Proposal Budget Attachment does not clearly show the mandatory 50 percent pass-through to one or more community-based organizations.
- Funding request, as shown on the Proposal Budget Attachment, exceeds $8 million.
    - Note: Budgets that show a request of more than $2 million will automatically compete in the Large Scope category, regardless of which category is marked in Submittable.
- Attachments are illegible.
- Attachments will not open or the files are corrupted.

Proposal Rating Process

Unless disqualified, proposals will advance to the Proposal Rating Process. Proposals will be evaluated in accordance with the BSCC's Grant Proposal Evaluation Process and as described below. Scoring Panel members will read and assign ratings to each proposal in accordance with the prescribed rating factors listed in the table below. Scoring Panel members will base their ratings on how well an applicant addresses the criteria listed under each rating factor within the Proposal Narrative and Budget Sections. Scoring Panel ratings, once submitted to the BSCC, will be final.

At the conclusion of this process, applicants will be notified of the Scoring Panel's funding recommendations. It is anticipated that the Board will act on the recommendations at its meeting in September 2025. Neither applicants, nor their partners or subcontractors are permitted to contact members of the Scoring Panel or the BSCC Board to discuss proposals.

Rating Factors

The five (5) Rating Factors that will be used and the maximum points allocated to each factor are shown in the table below. Applicants will be asked to address each of these factors as part of their proposal. The Prop 47 ESC assigned a percent value to each Rating Factor, correlating to its importance within the overall project (see Percent of Total Value column).

	Rating Factors	Point Range	Percent of Total Value	Weighted Rating Factor Score
1	Project Need	0 - 5	25%	50
2	Community Engagement	0 - 5	15%	30
3	Project Description	0 - 5	30%	60
4	Data Collection and Evaluation	0 - 5	15%	30
5	Proposal Budget	0 - 5	15%	30
Total Score (before Preference Points):			**100%**	**200**
Preference Points: Applicants are required to dedicate a minimum of 50 percent of the grant funds requested to subcontracts with non-governmental, community-based organizations. Additional points will be added to the final score if an applicant dedicates 60 percent or more, as follows: 60-69 percent of grant funds = **2 additional points** 70+ percent of grant funds = **4 additional points**				
Maximum Possible Score with Preference Points:				**204**

Scoring Panel members will rate an applicant's response to each Rating Factor on a scale from 0 to 5, according to the Six-Point Rating Scale shown below. Each Rating Factor then will be weighted according to the Percent of Total Value (as determined by the ESC)

associated with the Rating Factor to arrive at the final Weighted Rating Factor Score. The Weighted Rating Factor Scores are then added together for a Total Score.

Preference points are added to the Total Score, as applicable. The Maximum Possible Proposal Score is **204**.

Preference Points

Applicants are required to dedicate a minimum of 50 percent of their grant funds to subcontracts with non-governmental, community-based organizations, but an applicant may earn up to four (4) additional points for exceeding the minimum amount. Specifically:

> **+2 points:** An additional two (2) points will be added to the final score if the applicant dedicates 60 to 69 percent of grant funds to one or more non-governmental, community-based organizations.
>
> **+4 points:** An additional four (4) points will be added to the final score if the applicant dedicates 70 percent or more of grant funds to one or more non-governmental, community-based organizations.

Six Point Rating Scale

Not Responsive 0	Poor 1	Fair 2	Satisfactory 3	Good 4	Excellent 5
The response **fails to address** the criteria.	The response addresses the criteria in a **very inadequate** way.	The response addresses the criteria in a **non-specific or unsatisfactory** way.	The response addresses the criteria in an **adequate** way.	The response addresses the criteria in a **substantial** way.	The response addresses the criteria in an **outstanding** way.

Minimum Scoring Threshold

To be considered for funding, a proposal must meet a threshold of **65 percent (65%)**, or a minimum Proposal Score of **130** total points (including Preference Points).

Funding Decisions

Applicants will compete for funds within either the Small or Large Scope category. Once the proposals have been scored and ranked, BSCC will move down the ranked lists to fund all qualified applicants (i.e., proposals that meet the scoring threshold requirements) in each category until all funds in that category are exhausted. Applicants that fall at the cut-off point may be offered a partial award if there are not sufficient remaining funds to make a full award.

If there are not sufficient qualified applicants to exhaust all funds in one category, those funds will be recommended for qualified applicants in the other category. Any funds remaining after all possible qualified applicants have been funded will be held for the next Prop 47 Request for Proposals.

Summary of Key Dates

The following table shows a timeline of key dates related to the Prop 47 Cohort 4 Grant Program.

Activity	Tentative Timeline
Release Request for Proposals	April 11, 2025
Grant Information Session for Prospective Applicants	May 6, 2025
Letter of Intent to Apply Due (Optional)	May 9, 2025
Proposals Due to the BSCC	**3:00 p.m. PST on June 23, 2025**
Proposal Rating Process and Development of Funding Recommendations	June to July 2025
BSCC Board Considers Funding Recommendation	September 11, 2025
Grant Contract Begins (Start Up and Implementation)	October 1, 2025
Mandatory New Grantee Orientation	TBD, October or November 2025
Grant Service Period Begins	January 1, 2026
Grant Service Period Ends	December 31, 2028
Grant Contract Ends (Final Evaluation Report and Program-Specific Audit Report Due)	June 30, 2029

PART III: Proposal Instructions

The following section contains pertinent information on how to complete the Prop 47 Grant Proposal Package. The proposal and all required attachments are provided on the BSCC Prop 47 home page.

Rating Factors

There are five Rating Factors against which Prop 47 proposals will be scored. Applicants will address these factors in two separate parts: the Proposal Narrative and the Proposal Budget. The five Rating Factors and the percent of total value assigned to each are shown in the table below. As shown, applicants will address Rating Factors 1-4 in the Proposal Narrative. Applicants will address Rating Factor 5 in the Proposal Budget.

Section	Rating Factors	Percent of Total Value	Addressed in:
1	Project Need	25%	**Proposal Narrative** (filled out in the Submittable Portal)
2	Community Engagement	15%	
3	Project Description	30%	
4	Data Collection and Evaluation	15%	
5	Proposal Budget	15%	**Proposal Budget** (uploaded as an Excel Attachment)

Proposal Narrative Instructions

Applicants will complete the Proposal Narrative by accessing the BSCC Submittable Application Portal (see Submittable Instructions starting on page 2) and responding to a series of prompts. The Proposal Narrative section must address Rating Factors 1-4, as listed in the table above. Within each section, address the Rating Criteria (found on the following pages) in a cohesive, comprehensive narrative format.

Within the Proposal Narrative, each Rating Factor has a character limit as shown below:

Rating Factor		Total Characters	Microsoft Word Equivalent*
1	Project Need	8,948	Up to four (4) pages
2	Community Engagement	6,711	Up to three (3) pages
3	Project Description	11,185	Up to five (5) pages
4	Data Collection and Evaluation	6,711	Up to three (3) pages

**Assumes text is in a Microsoft Word document in Arial 12-point font with one-inch margins on all four sides and at 1.5-line spacing.*

Character Counter

The BSCC Submittable Application portal includes an automatically enabled character counter. This feature shows the number of characters used and the remaining number of characters before the limit is met. If the limit is exceeded, a red prompt will appear with the message "You have exceeded the character limit." The Submittable Application portal will not allow applicants to submit the Prop 47 Cohort 5 Proposal Narrative until they comply with all character limit requirements.

Bibliography

Applicants may include an optional bibliography containing citations, using either the Modern Language Association (MLA) or American Psychological Association (APA) style in the "OPTIONAL Bibliography" field on the BSCC Submittable Application page. The bibliography may not exceed **2,218 total characters** (includes punctuation, numbers, spaces, and any text). In Microsoft Word, this is approximately one (1) page in Arial 12-point font with one-inch margins on all four sides and at 1.5-line spacing.

Required Attachments

In addition to the Proposal Narrative, the following attachments, located on the BSCC Prop 47 home page, must be completed and uploaded in the identified fields in the BSCC Submittable Application Portal at the time of submission (with the exception of the Governing Board Resolution):

- Proposal Budget Attachment (Budget Table with Narrative) (**Attachment A**)
- Proposition 47 Cohort 5 Work Plan (**Attachment B**)
- Proposition 47 Local Advisory Committee Membership Roster (**Attachment C**)
- Proposition 47 Local Advisory Committee Letter of Agreement (**Attachment D**)
- Governing Board Resolution – Sample (not required at time of submission; however, must be submitted if awarded grant funds) (**Attachment E**)

Note: Letters of general support (i.e., from elected officials, community members, etc.) from individuals not actually working on the grant project will not be accepted. If these are uploaded to Submittable, they will be discarded.

Proposal Narrative Rating Factors

Section 1: Project Need (Percent Value – 25%)

Within this section, address the criteria that defines the Project Need Rating Factor (see table below) in a cohesive, comprehensive, and concise narrative format.

Project Need: The applicant described a community need that is pertinent to the intent of the grant program. The elements that comprise the Rating Factor are listed below. Addressing each element does not in itself merit a high rating; rather it is the quality of the response to each that will be evaluated. The response will be evaluated with a single rating based on a scale of 0-5.	
1.1	Identify and describe the need(s) to be addressed by the Prop 47 program. Include: • Quantitative and qualitative data to support the need, • Gaps in services that contribute to the need, and • Citations of data sources.
1.2	Identify and describe the target population. The description should: • Demonstrate that the target population is measurable, • How it correlates to the need, • Include quantitative and qualitative data to support the description, and • Include citations of data sources.
1.3	Describe the steps that will be taken to address the needs of underserved populations in the community, including disparities based on race, ethnicity, gender, sexual orientation, immigration status, etc.
1.4	Describe how the need(s) and target population align with the intent of Prop 47.

Section 2: Community Engagement (Percent Value – 15%)

Within this section address the criteria that defines the Community Engagement Rating Factor (see table below) in a cohesive, comprehensive, and concise narrative format.

Community Engagement: The applicant provided a description of the community engagement process that is related to the need(s) and intent of the grant. The elements that comprise the Rating Factor are listed below. Addressing each element does not in itself merit a high rating; rather it is the quality of the response to each that will be evaluated. The response will be evaluated with a single rating based on a scale of 0-5.	
2.1	Describe the engagement process used to solicit membership to the Prop 47 Local Advisory Committee. The description should address: • How input was obtained from a cross-section of stakeholders and other interested parties, • How and why certain community partners were selected, and • Steps taken to ensure the process was fair, inclusive, comprehensive, and transparent.

2.2	Describe the process of ensuring the Prop 47 Local Advisory Committee meetings are sufficiently noticed, accessible to the public and include opportunities for participation.
2.3	The Prop 47 Local Advisory Committee Membership Roster (Attachment C) is included, along with Letter(s) of Agreement (Attachment D) signed by all members. The make-up of the committee should: • Include a diverse group of stakeholders and other interested parties, and • Reflect the make-up and culture of the community and identified need.

Section 3: Project Description (Percent Value – 30%)

Within this section address the criteria that defines the Project Description Rating Factor (see table below) in a cohesive, comprehensive, and concise narrative format.

Project Description: The applicant provided a description of the project that is related to the need(s) and intent of the grant. The elements that comprise the Rating factor are listed below. Addressing each element does not in itself merit a high rating; rather, although each element is to be addressed, it is the quality of the response to each that will be evaluated. The response will be evaluated with a single rating based on a scale of 0-5.	
3.1	Describe how the target population will be identified according to the following criteria: • Referral process, • Risk/needs assessments, and • Having a mental health or substance use disorder need.
3.2	Describe the types of service, sources of service, and method of delivery that will be made available to the target population, including: • The plan for selecting the types and kinds of services to be provided to each participant (e.g., risk and needs assessments). • The projected number of the target population to be served and a plan for ensuring that individuals who have been most impacted by Prop 47 or Prop 36 (if applicable), with an emphasis on racial and ethnic disparities, receive the proposed services. • How the services will be delivered, including length and duration. • How the design and implementation plan of the project demonstrates value in community partnerships and collaboration. • The roles, responsibilities and activities of the case managers, system navigators or other staff delivering services.
3.3	Describe how the service delivery approach: • Is culturally competent and responsive, trauma-informed, gender responsive, and provides for accessibility, • Advances principles of Restorative Justice, and • Acknowledges and addresses known barriers to serving target populations.

3.4	Describe the process used to determine who will provide services, including: • How providers address the needs and interests of the target population • How the providers' administrative (staff, leadership, etc.) involves people with lived experience, have been system impacted, or have varying educational levels and life experiences.
3.5	Describe the plan to minimize start-up time so that services can be delivered as soon as possible.
3.6	Describe how the project meets the spirit and intent behind the statute and the Prop 47 Guiding Principles.
3.7	If your agency plans to leverage outside funds, include a brief description of which "other federal, state, and local funds or other social investments" will be leveraged and how they will contribute toward the success of the proposed project. If you do not plan to leverage outside funds, explain why.
3.8	Complete the Project Work Plan (Attachment B), identifying the top three goals and objectives of the project and how these will be achieved in terms of the activities, responsible staff/partner agencies, outcome measures, data sources and start and end dates.

Section 4: Data Collection and Project Evaluation (Percent Value – 15%)

Within this section, address the criteria that define the Data Collection and Project Evaluation Rating Factor (see table below) in a cohesive, comprehensive, and concise narrative format.

Data Collection and Project Evaluation: The applicant described how it will monitor and evaluate the effectiveness of the proposed project. The elements that comprise the Rating Factor are listed below. Addressing each element does not in itself merit a high rating; rather it is the quality of the response to each that will be evaluated. The response will be evaluated with a single rating based on a scale of 0-5.	
4.1	Describe the plan to determine the staff and/or entity that will conduct the project evaluation and how monitoring activities to ensure that interventions are implemented as intended will be incorporated in the various phases of the project; for example, start-up, implementation, service delivery period, etc.
4.2	Identify the process and outcome measures that are quantifiable and in line with the intent of Proposition 47, the proposed project, and the goals and objectives listed in the Work Plan (refer to Attachment B). • Recidivism, as defined by the BSCC, must be included as an outcome measure.
4.3	Describe the preliminary research plan for how the applicant will collect and evaluate baseline and outcome data related to the process and outcome indicators identified in 4.2. • If the outcomes you propose to track require you to collect data from an outside entity, include a plan for entering into data sharing agreements, including agreements to obtain recidivism and other de-identified individual level data.

Proposal Budget Instructions

As part of the application process, applicants are required to complete and upload a Proposal Budget with Budget Narrative ("Proposition 47 Budget Attachment") in the identified field on the BSCC Submittable Application portal. The Prop 47 Budget Attachment **with instructions** is provided for reference as Attachment A to this RFP. The downloadable version of the Prop 47 Budget Attachment (an Excel workbook) is available on the Prop 47 home page.

- Detailed instructions for completing the Budget Attachment are listed in the **Instructions tab** of the Excel workbook.

Applicants are solely responsible for the accuracy and completeness of the information entered in the Budget Attachment. All project costs must be directly related to the objectives and activities of the project. **Do not submit an annual budget; the grant funds requested in the Budget Attachment must cover the entire grant period.**

Generally, once an award is approved by the Board, the proposed budget becomes the approved grant budget and will be incorporated in the Standard Grant Agreement. However, applicants should be aware that budgets *will be subject to review and approval by the BSCC staff to ensure all proposed costs listed within the Proposal Budget are allowable and eligible for reimbursement*. In these situations, the revised grant budget will be used for the Grant Agreement. For additional guidance related to grant budgets, refer to the *BSCC Grant Administration Guide.*

Proposal Budget Rating Factor

The following items are rated as part of this section and must be addressed by the applicant in the Budget Attachment.

Section 5: Proposal Budget Attachment (Percent Value – 15%)

Proposal Budget: The applicant provided a complete Proposal Budget Attachment (Budget Table with Budget Narrative) for the proposed project. The elements against which the Budget Attachment will be rated are listed below. Addressing each element does not in itself merit a high rating; rather it is the quality of the response to each that will be evaluated. The response will be evaluated with a single rating based on a scale of 0-5.	
5.1	Provide complete detailed budget information in each section of the Proposition 47 Proposal Budget Attachment that includes: • Expenses that are appropriate for the project's goals and planned activities; and • A brief explanation supporting each expense.

PART IV: Appendices and Attachments

Appendices (for reference only)

- **Appendix A:** Proposition 47 (2014)
- **Appendix B:** Assembly Bill 1056 (2015)
- **Appendix C:** Prop 36 Information
- **Appendix D:** Ineligible Proposition 47 Cohort 4 Grantees
- **Appendix E:** Glossary of Key Terms
- **Appendix F:** Level Two Evaluation Requirements
- **Appendix G:** Debarment, Fraud, Embezzlement
- **Appendix H:** Criteria for NGOs that Receive BSCC Grant Funds as a Subcontractor

Attachments (A-D required with Proposal)

- **Attachment A:** Proposal Budget - **REQUIRED**
- **Attachment B:** Project Work Plan - **REQUIRED**
- **Attachment C:** Proposition 47 Local Advisory Committee Membership Roster **REQUIRED**
- **Attachment D:** Proposition 47 Local Advisory Committee Letter of Agreement, signed by all members- **REQUIRED**
- **Attachment E:** Sample Governing Board Resolution (***Not due at time of proposal submission,*** *but must be submitted once grant funds are awarded)*

Appendix A: Proposition 47

Proposition 47 (2014) – In Pertinent Part

THE SAFE NEIGHBORHOODS AND SCHOOLS ACT

SEC. 4. Chapter 33 (commencing with Section 7599) is added to Division 7 of Title 1 of the Government Code, to read:

Chapter 33. Creation of Safe Neighborhoods and Schools Fund
7599. (a) A fund to be known as the "Safe Neighborhoods and Schools Fund" is hereby created within the State Treasury and, notwithstanding Section 13340 of the Government Code, is continuously appropriated without regard to fiscal year for carrying out the purposes of this chapter.
(b) For purposes of the calculations required by Section 8 of Article XVI of the California Constitution, funds transferred to the Safe Neighborhoods and Schools Fund shall be considered General Fund revenues which may be appropriated pursuant to Article XIII B.

7599.1. Funding Appropriation.
(a) On or before July 31, 2016, and on or before July 31 of each fiscal year thereafter, the Director of Finance shall calculate the savings that accrued to the state from the implementation of the act adding this chapter ("this act") during the fiscal year ending June 30, as compared to the fiscal year preceding the enactment of this act. In making the calculation required by this subdivision, the Director of Finance shall use actual data or best available estimates where actual data is not available. The calculation shall be final and shall not be adjusted for any subsequent changes in the underlying data. The Director of Finance shall certify the results of the calculation to the Controller no later than August 1 of each fiscal year.
(b) Before August 15, 2016, and before August 15 of each fiscal year thereafter, the Controller shall transfer from the General Fund to the Safe Neighborhoods and Schools Fund the total amount calculated pursuant to subdivision (a).
c) Moneys in the Safe Neighborhoods and Schools Fund shall be continuously appropriated for the purposes of this act. Funds transferred to the Safe Neighborhoods and Schools Fund shall be used exclusively for the purposes of this act and shall not be subject to appropriation or transfer by the Legislature for any other purpose. The funds in the Safe Neighborhoods and Schools Fund may be used without regard to fiscal year.

7599.2. Distribution of Moneys from the Safe Neighborhoods and Schools Fund.
(a) By August 15 of each fiscal year beginning in 2016, the Controller shall disburse moneys deposited in the Safe Neighborhoods and Schools Fund as follows:
(1) Twenty-five percent to the State Department of Education, to administer a grant program to public agencies aimed at improving outcomes for public school pupils in kindergarten and grades 1 to 12, inclusive, by reducing truancy and supporting students who are at risk of dropping out of school or are victims of crime.
(2) Ten percent to the California Victim Compensation and Government Claims Board, to make grants to trauma recovery centers to provide services to victims of crime pursuant to Section 13963.1 of the Government Code.

(3) Sixty-five percent to the Board of State and Community Corrections, to administer a grant program to public agencies aimed at supporting mental health treatment, substance abuse treatment, and diversion programs for people in the criminal justice system, with an emphasis on programs that reduce recidivism of people convicted of less serious crimes, such as those covered by this measure, and those who have substance abuse and mental health problems.

(b) For each program set forth in paragraphs (1) to (3), inclusive, of subdivision (a), the agency responsible for administering the programs shall not spend more than 5 percent of the total funds it receives from the Safe Neighborhoods and Schools Fund on an annual basis for administrative costs.

(c) Every two years, the Controller shall conduct an audit of the grant programs operated by the agencies specified in paragraphs (1) to (3), inclusive, of subdivision (a) to ensure the funds are disbursed and expended solely according to this chapter and shall report his or her findings to the Legislature and the public.

(d) Any costs incurred by the Controller and the Director of Finance in connection with the administration of the Safe Neighborhoods and Schools Fund, including the costs of the calculation required by Section 7599.1 and the audit required by subdivision (c), as determined by the Director of Finance, shall be deducted from the Safe Neighborhoods and Schools Fund before the funds are disbursed pursuant to subdivision (a).

(e) The funding established pursuant to this act shall be used to expand programs for public school pupils in kindergarten and grades 1 to 12, inclusive, victims of crime, and mental health and substance abuse treatment and diversion programs for people in the criminal justice system. These funds shall not be used to supplant existing state or local funds utilized for these purposes.

(f) Local agencies shall not be obligated to provide programs or levels of service described in this chapter above the level for which funding has been provided.

Appendix B: Assembly Bill 1056 (Statutes of 2015, Chapter 438

AB 1056, Atkins. Second Chance Program.

SECTION 1. The Legislature finds and declares all of the following:

(a) California voters approved Proposition 47, known as the Safe Neighborhoods and Schools Act of 2014. The measure was enacted to ensure that prison spending is focused on violent and serious offenses, to maximize alternatives for nonviolent and nonserious crime, and to invest the resulting savings into prevention and support programs.

(b) Research has shown that people in the criminal justice system disproportionately suffer from mental health issues and substance use disorders. Nationally, over one-half of all people in prisons or
jails have experienced a mental health issue within the last year, and over one-half of women and 44 percent of men in jail have a drug or alcohol dependency.

(c) People in the criminal justice system and formerly incarcerated individuals have difficulty securing housing and employment following their incarceration. These challenges are compounded for people living with mental health issues or substance use disorders. As a result, many formerly incarcerated people, especially those with mental health issues or substance abuse disorders experience homelessness. Experiencing homelessness greatly increases the likelihood that a formerly incarcerated person will recidivate.

(d) Offering people in the criminal justice system and formerly incarcerated individuals meaningful access to mental health services, substance use treatment services, housing, housing-related job
assistance, job skills training, and other community-based supportive services has been shown to decrease the likelihood of future contact with law enforcement and the criminal justice system.

(e) Prioritizing the state savings realized by the implementation of the Safe Neighborhoods and Schools Act of 2014 for projects that combine mental health services, substance use treatment services, housing, housing-related job assistance, job skills training, and other community-based supportive services will help the state meaningfully reduce recidivism.

(f) By prioritizing projects that offer comprehensive interventions, the Legislature intends for public agencies, nonprofits, and other community-based providers of services to people in the criminal justice system and formerly incarcerated individuals to leverage additional federal, state, and local funds for social investment resources.

(g) The Legislature intends to promote the use of restorative justice principles in addressing recidivism.

SEC. 2. Section 97013 of the Government Code is amended to read:

97013. (a) Each county receiving an award shall report annually to the board on the status of its ongoing social innovation financing program. The report shall also contain an accounting of the moneys awarded.

(b) The board shall compile the county reports and submit a summary report to the Governor and Legislature annually.

(c) A report made pursuant to this section shall be made in accordance with the requirements of Section 9795.

(d) This section shall remain in effect only until January 1, 2022, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2022, deletes or extends that date.

SEC. 3. Section 97015 of the Government Code is amended to read:

97015. This title shall remain in effect only until January 1,m2022, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2022, deletes or extends that date.

SEC. 4. Article 5 (commencing with Section 6046) is added to Chapter 5 of Title 7 of Part 3 of the Penal Code, to read:

Article 5. Second Chance Program

6046. (a) The purpose of this article is to build safer communities by investing in community-based programs, services, and initiatives for formerly incarcerated individuals in need of mental health and substance use treatment services.

(b) The program established pursuant to this article shall be restricted to supporting mental health treatment, substance use treatment, and diversion programs for persons in the criminal justice system, with an emphasis on programs that reduce recidivism of persons convicted of less serious crimes, such as those covered by the Safe Neighborhoods and Schools Act of 2014, and those who have substance use and mental health problems.

(c) The Board of State and Community Corrections shall administer a grant program established pursuant to this article.

6046.1. For the purposes of this article, the following definitions shall apply:

(a) "Board" means the Board of State and Community Corrections.

(b) "Fund" means the Second Chance Fund established pursuant to Section 6046.2.

(c) "Public agency" means a county, city, whether a general law city or a chartered city, or city and county, the duly constituted governing body of an Indian reservation or rancheria, a school district, municipal corporation, district, political subdivision, or any board, commission, or agency thereof, entities that are legislative bodies of a local agency pursuant to subdivision (c) or (d) of Section 54952 of the Government Code, a housing authority organized pursuant to Part 2 (commencing with Section 34200) of Division 24 of the Health and Safety Code, a state agency, public district, or other political subdivision of the state, or any instrumentality thereof, which is authorized to engage in or assist in the development or operation of housing for persons and families of low or moderate income.

(d) "Recidivism" means a conviction of a new felony or misdemeanor committed within three years of release from custody or committed within three years of placement on supervision for a previous criminal conviction.

6046.2. (a) The Second Chance Fund is hereby created in the State Treasury. The board shall be responsible for administering the fund. Moneys in the fund are hereby continuously appropriated without regard to fiscal year for the purposes of this article.

(b) (1) The Controller, upon order of the Director of Finance, shall transfer moneys available to the Board of State and Community Corrections pursuant to paragraph (3) of subdivision (a) of Section 7599.2 of the Government Code into the Second Chance Fund.

(2) The Second Chance Fund may receive moneys from any other federal, state, or local grant, or from any private donation or grant, for the purposes of this article.

(c) The board shall not spend more than 5 percent annually of the moneys in the fund for administrative costs.

6046.3. (a) The board shall administer a competitive grant program to carry out the purposes of this article that focuses on community-based solutions for reducing recidivism. The grant program shall, at minimum, do all of the following:

(1) Restrict eligibility to proposals designed to serve people who have been arrested, charged with, or convicted of a criminal offense and have a history of mental health or substance use disorders.

(2) Restrict eligibility to proposals that offer mental health services, substance use disorder treatment services, misdemeanor diversion programs, or some combination thereof.

(3) Restrict eligibility to proposals that have a public agency as the lead applicant.

(b) The board shall form an executive steering committee that includes, but is not limited to, a balanced and diverse membership from relevant state and local government entities, community-based treatment and service providers, and the formerly incarcerated community. The committee shall have expertise in homelessness and housing, behavioral health and substance abuse treatment, and
effective rehabilitative treatment for adults and juveniles. The committee shall make recommendations regarding the design, efficacy, and viability of proposals, and make recommendations on guidelines
for the submission of proposals, including threshold or scoring criteria, or both, that do all of the following:

(1) Prioritize proposals that advance principles of restorative justice while demonstrating a capacity to reduce recidivism.

(2) Prioritize proposals that leverage other federal, state, and local funds or other social investments, such as the following sources of funding:

(A) The Drug Medi-Cal Treatment Program (22 Cal. Code Regs. 51341.1, 51490.1, and 51516.1).

(B) The Mental Health Services Act, enacted by Proposition 63 at the November 2, 2004, general election, as amended.

(C) Funds provided for in connection with the implementation of Chapter 15 of the Statutes of 2011.

(D) The Community Corrections Performance Incentives Act (Stats. 2009, Ch. 608; Chapter 3 (commencing with Section 1228) of Title 8 of Part 2).

(E) The tax credits established pursuant to Sections 12209, 17053.57, and 23657 of the Revenue and Taxation Code.

(F) The federal Department of Housing and Urban Development funds, such as the Emergency Solutions Grant program (42 U.S.C. Sec. 11371 et seq.).

(G) The federal Department of Veterans Affairs Supportive Services for Veteran Families program (38 U.S.C. Sec. 2044).

(H) Social Innovation Funds established by the Corporation for National and Community Service pursuant to Section 12653k of Title 42 of the United States Code.

(I) The Edward Byrne Memorial Justice Assistance Grant Program (42 U.S.C. Sec. 3750 et seq.).

(3) Prioritize proposals that provide for all of the following:

(A) Mental health services, substance use disorder treatment services, misdemeanor diversion programs, or some combination thereof.

(B) Housing-related assistance that utilizes evidence-based models, including, but not limited to, those recommended by the federal Department of Housing and Urban Development. Housing-related assistance may include, but is not limited to, the following:

(i) Financial assistance, including security deposits, utility payments, moving-cost assistance, and up to 24 months of rental assistance.

(ii) Housing stabilization assistance, including case management, relocation assistance, outreach and engagement, landlord recruitment, housing navigation and placement, and credit repair.

(C) Other community-based supportive services, such as job skills training, case management, and civil legal services.

(4) Prioritize proposals that leverage existing contracts, partnerships, memoranda of understanding, or other formal relationships to provide one or more of the services prioritized in paragraph (3).

(5) Prioritize proposals put forth by a public agency in partnership with a philanthropic or nonprofit organization.

(6) Prioritize proposals that promote interagency and regional collaborations.

(7) Consider ways to promote services for people with offenses identical or similar to those addressed by the Safe Neighborhoods and Schools Act of 2014, without precluding assistance to a person with other offenses in his or her criminal history.

(8) Consider geographic diversity.

(9) Consider appropriate limits for administrative costs and overhead.

(10) Consider proposals that provide services to juveniles.

(11) Permit proposals to expand the capacity of an existing program and prohibit proposals from using the fund to supplant funding for an existing program.

SEC. 5. The Legislature finds and declares that this act furthers the intent of the Safe Neighborhoods and Schools Act enacted by Proposition 47 at the November 4, 2014, general election.

Appendix C: Prop 36 Information

Proposition 36 (Prop 36) established a treatment-mandated felony for drug possession that can be charged when the person has two or more prior convictions for possession or sale of drugs such as heroin, cocaine, or cocaine base.[4] This offense is a wobbler, meaning the prosecutor can choose to charge it as either a misdemeanor or felony.[5] If charged as a felony, the defendant can be sentenced to up to three years in county jail for a first offense and three years in state prison for any subsequent offense.[6] The misdemeanor punishment is one year in county jail.[7]

People charged with a treatment-mandated felony can elect to plead guilty or no contest to the offense and agree to participate in a treatment program approved by the court.[8] The court must order a drug addiction expert to conduct a substance abuse and mental health evaluation of the defendant and submit a report to the court and the parties.[9]

Prop 36 specifies that Prop 47 monies may be used to fund treatment programs that address this new treatment-mandated felony offense. Prop 36 further specifies that:

- Treatment programs provided for individuals charged with a treatment-mandated felony have no statutorily prescribed length or conditions and may include drug treatment, mental health treatment, job training, and any other conditions related to treatment or a successful outcome for the defendant that the court finds appropriate.
- Courts are required to make referrals to programs that provide services at no cost to participants. The programs must be deemed "credible and effective" by the court, the drug addiction expert, and the parties, including the prosecutor and defense counsel.
- Courts must hold "regular hearings to review the progress of the defendant." Courts, prosecutors, and the probation department can move to terminate treatment at any time by alleging the person is performing unsatisfactorily in the program, is not benefitting from treatment, is not amenable to treatment, has refused treatment, or has been convicted of a new crime. If a person is terminated from treatment, the court must proceed with entry of judgment and sentencing.

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[4] *Health & Safety Code § 11395(c).*
[5] *Health & Safety Code § 11395(b)(1).*
[6] *Id.*
[7] *Id.*
[8] *Health & Safety Code § 11395(d)(1).*
[9] *Health & Safety Code § 11395(d)(1)(B).*

Appendix D: Public Agencies Ineligible for Prop 47 Cohort 5 Funding

The following Public Agencies are current Prop 47 Cohort 4 Grantees and are therefore INELIGIBLE* to apply for Prop 47 Cohort 5 grant funds:

- Alameda County District Attorney's Office
- Anaheim City Attorney's Office
- Bakersfield, City of
- Fort Bragg Police Department
- Glenn County Health & Human Services Agency
- Long Beach City Department of Health and Human Services
- Madera County District Attorney's Office
- Marin County Sheriff's Office
- Monterey County Public Defender's Office
- Orange County Probation Department
- Pomona, City of
- Regents of the University of California dba UC Irvine
- Riverside County Department of Housing and Workforce Solutions
- Riverside County Veterans' Services
- Sacramento County Department of Health Services
- San Diego County Behavioral Health Services
- San Francisco Department of Homelessness and Supportive Housing
- San Gabriel Valley Council of Governments
- Santa Cruz County Health Services Agency
- Santa Cruz County Office of Education
- Santa Monica City Attorney's Office
- Seaside City Recreation Services
- Shasta County Probation Department
- Stanislaus County District Attorney's Office
- Ventura County Public Defender's Office
- Yolo County Probation Department

**Unless proposing to implement a new treatment-mandated felony program under the guidelines of Proposition 36*

Appendix E: Glossary of Terms

Behavioral Health Services

The promotion of mental health, resilience, and wellbeing; the treatment of mental and substance use disorders; and the support of those who experience and/or are in recovery from these conditions, along with their families and communities.

Case Management

A collaborative process which assesses, plans, implements, coordinates, monitors, and evaluates the options and services required to meet an individual's health needs, using communications and available resources to promote quality, cost effective outcomes[10].

Community Defined Practices

A set of practices that communities have used and determined by community consensus over time and which may or may not have been measured empirically but have reached a level of acceptance by the community (Martinez, 2008). CDE practices are bottom-up/ground-up practices that come from the community and the organizations or providers who serve them. Unlike most EBPs, CDE practices are developed specifically to address the unmet needs and strengths of a cultural group; they are rooted in the community's worldview and its historical and social contexts (Community Defined Evidence Project [CDEP] Preliminary Quantitative and Qualitative Findings, 2009). CDEPs often incorporate cultural activities, cultural education, and exploration of strengths and skill development, rather than focusing solely or primarily on symptoms and health challenges (Swart, Friesen, Holman, & Aue, 2009) [11].

Cultural Competence

Cultural competency is a developmental process in which one achieves increasing levels of awareness, knowledge, and skills along a continuum, improving one's capacity to work and communicate effectively in cross-cultural situations. Strategies for practicing cultural competency include:

- Learning about your own and others' cultural identities
- Combating bias and stereotypes
- Respecting others' beliefs, values, and communication preferences
- Adapting your services to each patient's unique needs
- Gaining new cultural experiences

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[10] *Source: Case Management Society of America*
[11] https://cars-rp.org/_MHTTC/docs/CDE-Evaluation-Resource-Compendium-PS-MHTTC.pdf

Cultural Humility

Cultural humility is a reflective process of understanding one's biases and privileges, managing power imbalances, and maintaining a stance that is open to others in relation to aspects of their cultural identity that are most important to them[12].

Strategies for practicing cultural humility include:

- Practicing self-reflection, including awareness of your beliefs, values, and implicit biases
- Recognizing what you don't know and being open to learning as much as you can
- Being open to other people's identities and empathizing with their life experiences
    - Acknowledging that the patient is their own best authority, not you
    - Learning and growing from people whose beliefs, values, and worldviews differ from yours

Crisis Residential Treatment Programs

A short-term residential program that provides a less restrictive alternative hospitalization. Provides treatment for adults with mental health crisis that require 24-hour support in order to return to community living.

Diversion Programs

In the context of criminal law, diversion refers to diverting an individual out of the criminal justice system by having them complete a diversion program rather than be incarcerated or serve another alternative sentence. Criminal charges are typically dropped when an individual successfully completes a diversion program. The purpose of a diversion program is to effect rehabilitation while avoiding the stigma of a criminal conviction.

A diversion program allows the individual to avoid prosecution by completing various requirements for the program. These requirements could include:

1. Education aimed at preventing future offenses by the offender;
2. Restitution to victims of the offense;
3. Completion of community service hours;
4. Avoiding situations for a specified period of time in the future that may lead to committing another such offense.

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[12] https://thinkculturalhealth.hhs.gov/assets/pdfs/resource-library/clas-clc-ch.pdf

Diversion programs are usually only available to individuals charged with misdemeanors and nonviolent felonies involving drugs or alcohol. In some jurisdictions, diversion may be available to individuals charged with domestic violence, child abuse or neglect, traffic-related offenses, or even writing bad checks. Diversion programs are primarily governed by state laws, which vary by state.

Goal versus Objective

Goals and objectives are terms in common use, sometimes used interchangeably because both refer to the intended results of program activities. Goals are longer-term than objectives, more broadly stated and govern the specific objectives to which program activities are directed.

In proposals, goals are defined by broad statements of what the program intends to accomplish, representing the long-term intended outcome of the program[13].

Examples of goal statements[14]:

- To reduce the number of serious and chronic juvenile offenders.
- To divert nonviolent juvenile offenders from state juvenile correctional institutions.
- To restore the losses suffered by the victims of crimes.

Objectives are defined by statements of specific, measurable aims of program activities[15]. Objectives detail the tasks that must be completed to achieve goals[16]. Descriptions of objectives in the proposals should include three elements[17]:

1. Direction – the expected change or accomplishment (e.g., improve, maintain);
2. Timeframe – when the objective will be achieved; and
3. Target Population – who is affected by the objective.

Examples of program objectives[18]:

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[13] Justice Research and Statistics Association, Juvenile Justice Evaluation Center. (2003, June). Juvenile Justice Program Evaluation: An overview (Second Edition). Retrieved from http://www.jrsa.org/njjec/publications/program-evaluation.pdf. See also New York State Division of Criminal Justice Services. A Guide to Developing Goals and Objectives for Your Program. Retrieved from http://www.criminaljustice.ny.gov/ofpa/goalwrite.htm.

[14] Id. at p. 4.

[15] National Center for Justice Planning. Overview of Strategic Planning. Where Do We Want to Be? Goals and Objectives. Retrieved from http://ncjp.org/strategic-planning/overview/where-do-we-want-be/goals-objectives.

[16] Id.; see supra fn 1.

[17] Justice Research and Statistics Association, Juvenile Justice Evaluation Center. (2003, June). Juvenile Justice Program Evaluation: An overview (Second Edition) p. 5. Retrieved from http://www.jrsa.org/njjec/publications/program-evaluation.pdf.

[18] Id.

- By the end of the program, young, drug-addicted juveniles will recognize the long-term consequences of drug use.
    - To place eligible juveniles in an intensive supervision program within two weeks of adjudication to ensure offender accountability and community safety.
- To ensure that juvenile offenders carry out all of the terms of the mediation agreements they have worked out with their victims by program completion.

Housing Models (Examples)

A. Bridge Housing

Transitional housing that is used as a short-term stay when an individual has been offered and accepted a permanent housing intervention, but access to that permanent housing is still being arranged.
Source: Department of Veterans Affairs

B. Housing First

An approach that centers on providing homeless people with housing quickly and then providing services as needed. What differentiates a Housing First approach from other strategies is that there is an immediate and primary focus on helping individuals and families quickly access and sustain permanent housing. This approach has the benefit of being consistent with what most people experiencing homelessness want and seek help to achieve. Housing First programs share critical elements.

- There is a focus on helping individuals and families access and sustain rental housing *as quickly as possible and the housing is not time-limited*;
- A variety of services are delivered primarily following a housing placement to promote housing stability and individual well-being;
- Such services are time-limited or long-term depending upon individual need; and
- Housing is not contingent on compliance with services – instead, participants must comply with a standard lease agreement and are provided with the services and supports that are necessary to help them do so successfully.

Source: National Alliance to End Homelessness

C. Permanent Supportive Housing

Supportive housing is an evidence-based housing intervention that combines non-time-limited affordable housing assistance with wrap-around supportive services for people experiencing homelessness, as well as other people with disabilities. Research has proven that supportive housing is a cost-effective solution to homelessness, particularly for people experiencing chronic homelessness. Study after study has shown that supportive housing not only resolves homelessness and increases housing stability, but

also improves health and lowers public costs by reducing the use of publicly funded crisis services, including shelters, hospitals, psychiatric centers, jails, and prisons.

Source: U.S. Interagency Council on Homelessness

D. Rapid Rehousing

Rapid re-housing is an intervention designed to help individuals and families quickly exit homelessness and return to permanent housing. Rapid re-housing assistance is offered without preconditions – like employment, income, absence of criminal record, or sobriety – and the resources and services provided are tailored to the unique needs of the household. Rapid re-housing has the following core components:

- Housing Identification
    - Recruit landlords to provide housing opportunities for individuals and families experiencing homelessness.
    - Address potential barriers to landlord participation such as concern about short term nature of rental assistance and tenant qualifications.
    - Assist households to find and secure appropriate rental housing.
- Rent and Move-In Assistance
    - Provide assistance to cover move-in costs, deposits, and the rental and/or utility assistance (typically six months or less) necessary to allow individuals and families to move immediately out of homelessness and to stabilize in permanent housing.
- Rapid Re-Housing Case Management and Services
    - Help individuals and families experiencing homelessness identify and select among various permanent housing options based on their unique needs, preferences, and financial resources.
    - Help individuals and families experiencing homelessness address issues that may impede access to housing (such as credit history, arrears, and legal issues).
    - Help individuals and families negotiate manageable and appropriate lease agreements with landlords.
    - Make appropriate and time-limited services and supports available to families and individuals to allow them to stabilize quickly in permanent housing.
    - Monitor participants' housing stability and be available to resolve crises, at a minimum during the time rapid re-housing assistance is provided.
    - Provide or assist the household with connections to resources that help them improve their safety and well-being and achieve their long-term goals. This includes providing or ensuring that the household has access to resources related to benefits, employment, and community-based services

(if needed and appropriate), so that they can sustain rent payments independently when rental assistance ends.

- Ensure that services provided are client-directed, respectful of individuals' right to self-determination, and voluntary. Unless basic program-related case management is required by statute or regulation, participation in services should not be required to receive rapid re-housing assistance.

Source: U.S. Interagency Council on Homelessness

E. Recovery Residence

For the purposes of this RFP, "recovery residence" means a residential dwelling that provides primary housing for individuals who seek a cooperative living arrangement that supports personal recovery from a substance use disorder and that does not require licensure by the department or does not provide licensable services. A recovery residence may include, but is not limited to, residential dwellings commonly referred to as "sober living homes," "sober living environments," or "unlicensed alcohol and drug free residences." (HSC 11833.05. (c)

F. Sober Living Homes

A supportive alcohol and drug free living environment for individuals attempting to maintain abstinence from alcohol or drugs in their life. Such programs do not mandate treatment but strongly encourage participation in 12-step support groups. These group living environments offer transitional space for people living incarceration, formal addiction treatment centers or other residential placement. They typically employ house rules which may include curfews, house chores or duties and other rules related to conduct. The participant is generally responsible for their rent and encouraged to work and engage in all other normal life functions from within a peer-supported environment.

G. Transitional Housing

A project designed to provide housing and appropriate supportive services to homeless persons to facilitate movement to independent living. The housing is short-term, typically less than 24 months. In addition to providing safe housing for those in need, other services are available to help participants become self-sufficient. *Source: U.S. Department of Housing and Urban Development*

Mental Health Services (Examples)

- Outreach and Engagement
- Pre-Crisis and Crisis Services
- Comprehensive Evaluation and Assessment
- Individual Service Plan
- Medication Education and Management

- Case Management
- 24-Hour Treatment Services
- Rehabilitation and Support Services
- Individual and Group Counseling
- Day Treatment Programs
- Collateral Services
- Peer Support Specialist Services
- Community Health Worker Services
- Vocational Rehabilitation
- Inpatient and Residential Services (including adult, crisis and/or peer residential services)

Recidivism

Recidivism is defined as conviction of a new felony or misdemeanor committed within three years of release from custody or committed within three years of placement on supervision for a previous criminal conviction.[19]

Restorative Justice

Restorative practice is a social science that studies how to improve and repair relationships between people and communities. The purpose is to build healthy communities, increase social capital, decrease crime and antisocial behavior, repair harm and restore relationships.[20]

Substance Use Disorder Treatment (Examples)

According to the Substance Abuse and Mental Health Services Administration (SAMHSA), a treatment system for substance use disorders could be comprised of multiple service components, including, but not limited to the following:

- Individual and group counseling
- Inpatient and residential treatment
- Intensive outpatient treatment
- Partial hospital programs
- Narcotic treatment program/opioid treatment program
- Contingency management
- Case or care management
- Medication
- Recovery support services
- 12-Step fellowship

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[19] *Pen. Code, § 6046.1 subd. (d). "Committed" refers to the date of offense, not the date of conviction.*

[20] *Braithwaite, John (2004-01-01). "Restorative Justice and De-Professionalization". The Good Society. 13 (1): 28–31. doi:10.1353/gso.2004.0023. ISSN 1538-9731. S2CID 143707224.*

- Peer supports
- Withdrawal management
- Culturally rooted community healing practices

Trauma-Informed Care[21]

According to SAMSHA, "A program, organization, or system that is trauma-informed:

- Realizes the widespread impact of trauma and understands potential paths for recovery;
- Recognizes the signs and symptoms of trauma in clients, families, staff, and others involved with the system;
- Responds by fully integrating knowledge about trauma into policies, procedures, and practices; and
- Seeks to actively resist re-traumatization.

SAMHSA's concept of trauma-informed care is guided by six key principles:

- Safety
- Trustworthiness and transparency
- Peer support
- Collaboration and mutuality
- Empowerment, voice and choice
- Cultural, historical, and gender issues

[21] Substance Abuse and Mental Health Services Administration, U.S. Department of Health and Human Services. *Trauma-informed Approach and Trauma-Specific Interventions.* Retrieved July 22, 2016, from http://www.samhsa.gov/nctic/trauma-interventions

Appendix F: Level Two Evaluation Requirements

Guidelines for the Local Evaluation Plan and Local Evaluation Report

For the Proposition 47 grant program, the Board of State and Community Corrections (BSCC) requires Proposition 47, Cohort 5 grantees to complete a **Level Two Evaluation** of their grant-funded project. A Level Two Evaluation focuses on a comprehensive evaluation, including both a process and outcome evaluation. Demonstration of completing this requirement will require the submission of two documents, a Local Evaluation Plan and a Local Evaluation Report. Both are described below.

- **Local Evaluation Plan (LEP):** A written document that describes the proposed process and outcome evaluations; a logic model; data collection, management, and analysis and reporting plan that will be implemented. Ideally it should be developed before the project starts or during project implementation, before services or activities begin.

- **Local Evaluation Report (LER):** A written document that describes the findings and interpretation of the process and outcome evaluations; an updated logic model; the interpretation of various data elements; and the evaluation of the project's goals and objectives.

These guidelines identify the minimum required content that must be included within each document, respectively.

Local Evaluation Plan (LEP)

Cover Page
The cover page provides a descriptive report title, and identifies the grantees, authors, contact information, project time period, and funding source.

Project Background
At a minimum, this section should:

- Provide information essential to understanding the project and the need for the project (history in the community, an explanation of activities and/or services, description of similar efforts in the region, description of how the activities and/or services address the need, etc.).
- Define the target population (e.g., gender, age, risk factors, prior involvement with the justice system).
- Define the criteria used to determine participant eligibility of the target population.
- Describe the process for determining which intervention(s) and/or services a participant needs and will receive.
- Provide a description of the goals and objectives identified in the Project Work Plan of the proposal.

Project Logic Model
Provide a visual representation of the project depicting the logical relationships between the project's goal statements, input/resources, activities, outputs, outcomes and impacts of the project.

- Inputs/Resources: "Inputs are various resources available to support the project (e.g., staff,

materials, curricula, funding, equipment)."[22] "Include those aspects of the project which are available and dedicated to, or used by, the project/service to operate."[23]

- Activities: Activities are what the project does with the inputs or the services provided in alignment with project goals. If you have access to inputs/resources, then they can be used to accomplish project activities.
- Outputs: If the activities are accomplished, these are the number of services delivered and/or products provided to participants. Outputs link the activities to products or services delivered to the target population; those who participate in the project and will benefit from the products and services provided.
- Outcomes: "Outcomes are the immediate, specific, measurable changes"[24] due to the project. If the outputs are achieved, then this is the change we expect to see. Outcomes may be grouped by:
    - Short-Term: Timeframe (grant cycle, months)
    - Medium-Term: Timeframe (grant cycle, months-years)
- Impacts: The ways in which the community, city, and/or county are changed by the achieved outcomes. This includes fundamental intended or unintended changes that occur in organizations, communities, or systems because of project activities beyond the grant cycle. Impacts are societal/economic/civic/environmental focused and may be the same or similar to long-term outcomes (typically occur beyond the grant cycle).[25]

Process Evaluation Method and Design

Describe the research design for the process evaluation. At a minimum, this section should include:

- The research design for the process evaluation.
- The plan to document activities within the project and/or services provided to each participant (e.g., maintaining a database, signup sheets).
- How participants' progress will be tracked (e.g., start dates, attendance, dropouts, successful completions, progress milestones).
- Process variables and how they will be defined and measured (tools/instruments used to collect the data and frequency of collection).
- How the process data will be collected, and the data source(s) used.
- The project-oversight structure and overall decision-making process for the project.
- How the project components will be monitored, determined effective, and adjusted as necessary.
- The plan for documenting activities performed by staff and contracted providers, if applicable.
- Procedures ensuring that the project will be implemented to fidelity, when applicable.
- How quantitative and qualitative process data will be analyzed. Describe the statistical tools used to analyze quantitative data (e.g., descriptive statistics, chi-square) and methods used for analyzing qualitative data (identifying themes, content analysis, etc.). You do not need to state the analysis type for each evaluation activity separately.

Outcome Evaluation Method and Design

Describe the research design for the outcome evaluation. At a minimum, this section should include:

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[22] Department of Health & Human Services: Family and Youth Services Bureau, 2020.
[23] The Pell Institute and Pathways to College Network, 2020.
[24] Ibid.
[25] Ibid.

- The research design for the outcome evaluation (e.g., pre-/post-test, mixed methods, comparison groups).
- A set of evaluation questions. These are the questions that the evaluation will answer. These shall include the project's goals and objectives and may also include more outcome-oriented questions.
- The estimated number of participants expected to receive each type of intervention/service.
- The criteria for determining participant success in the project.
- Outcome variables and how they will be defined and measured (tools/instruments used to collect the data and frequency of collection).
- How the outcome data will be collected, the timing of data collection, and the data source(s) used.
- How quantitative and qualitative outcome data will be analyzed. Describe the statistical tools used to analyze quantitative data (e.g., descriptive statistics, chi-square) and methods used for analyzing qualitative data (identifying themes, content analysis, etc.). You do not need to state the analysis type for each evaluation activity separately.
- The strategy for determining whether recidivism rates and other outcomes are due to the project and not some other factor(s) unrelated to the project, including a description of a comparison group or pre- post-comparisons.
- If multiple types of interventions will be employed, include a description of how the separate effects on outcome variables of each type of the intervention will be determined, if possible.

Appendices (if applicable)
Include relevant supplementary evaluation and project materials in appendices. These may include, but are not limited to, data collection instruments, more detailed descriptions of activities and interventions, training materials, educational materials, operational definitions, additional analyses, and presentations.

Local Evaluation Report (LER)

Cover Page
The cover page provides a descriptive report title, and identifies the grantees, authors, contact information, project time period, and funding source.

Executive Summary
The Executive Summary summarizes the key components of the report so that readers have a brief overview of the project's efforts and results. It should provide a synopsis of the project explaining: the project purpose; goals and objectives, including the extent to which they were achieved; key findings; project accomplishments; and conclusions.

Project Background
At a minimum, this section should:
- Provide information essential to understanding the project and the need for the project (history in the community, an explanation of activities and/or services, description of similar efforts in the region, description of how the activities and/or services address the need, etc.).
- Define the target population (e.g., gender, age, risk factors, prior involvement with the justice system).
- Define the criteria used to determine participant eligibility of the target population.
- Describe the process for determining which intervention(s) and/or services a participant

needs and will receive.
- Provide a description of the goals and objectives identified in the Project Work Plan of the proposal.

A Current Logic Model

Provide a visual representation of the project depicting the logical relationships between the project's goal statements, input/resources, activities, outputs, outcomes and impacts of the project.

- Inputs/Resources: "Inputs are various resources available to support the project (e.g., staff, materials, curricula, funding, equipment)."[26] "Include those aspects of the project which are available and dedicated to, or used by, the project/service to operate."[27]
- Activities: Activities are what the project does with the inputs or the services provided in alignment with project goals. If you have access to inputs/resources, then they can be used to accomplish project activities.
- Outputs: If the activities are accomplished, these are the number of services delivered and/or products provided to participants. Outputs link the activities to products or services delivered to the target population; those who participate in the project and will benefit from the products and services provided.
- Outcomes: "Outcomes are the immediate, specific, measurable changes"[28] due to the project. If the outputs are achieved, then this is the change we expect to see.
  Outcomes may be grouped by:
  - Short-Term- Timeframe (grant cycle, months)
  - Medium-Term- Timeframe (grant cycle, months-years)
- Impacts: The ways in which the community, city, and/or county are changed by the achieved outcomes. This includes fundamental intended or unintended changes that occur in organizations, communities, or systems because of project activities beyond the grant cycle. Impacts are societal/economic/civic/environmental focused and may be the same or similar to long-term outcomes (typically occur beyond the grant cycle).[29]

Process Evaluation Method and Design

Describe the research design for the process evaluation. At a minimum, this section should include:

- The research design for the process evaluation.
- How activities within the project and/or services provided to each participant were documented (e.g., maintaining a database, signup sheets).
- How participants' progress was tracked (e.g., start dates, attendance, dropouts, successful completions, progress milestones).
- Process variables and how they were defined and measured (tools/instruments used to collect the data and frequency of collection).
- How the process data were collected and the data source(s) used.
- The project-oversight structure and overall decision-making process for the project.
- How the project components were monitored, determined effective, and adjusted as necessary.
- The method of documenting activities performed by staff and contracted providers, if

[26] Department of Health & Human Services: Family and Youth Services Bureau, 2020.
[27] The Pell Institute and Pathways to College Network, 2020.
[28] Ibid.
[29] Ibid.

applicable.
- Procedures ensuring that the project was implemented to fidelity, when applicable.
- How quantitative and qualitative process data were analyzed. Describe the statistical tools used to analyze quantitative data (e.g., descriptive statistics, chi-square) and your method used for analyzing qualitative data (identifying themes, content analysis, etc.).

Outcome Evaluation Method and Design

Describe the research design of the outcome evaluation. At a minimum, this section should include:

- The research design for the outcome evaluation (e.g., pre-/post-test, mixed methods, comparison groups).
- A set of evaluation questions. These are the questions that the evaluation answered. These shall include the project's goals and objectives and may also include more outcome-oriented questions.
- The number of participants who received each type of intervention/service.
- The criteria for determining participant success in the project.
- Outcome variables and how they were defined and measured (tools/instruments used to collect the data and frequency of collection).
- How the outcome data were collected, the timing of data collection, and the data source(s) used.
- How quantitative and qualitative outcome data was analyzed. Describe the statistical tools used to analyze quantitative data (e.g., descriptive statistics, chi-square) and methods used for analyzing qualitative data (identifying themes, content analysis, etc.).
- The strategy for determining whether recidivism rates and other outcomes were due to the project and not some other factor(s) unrelated to the project, including a description of a comparison group or pre- post-comparisons.
- If multiple types of interventions were employed, include a description of how the separate effects on outcome variables of each type of the intervention were determined, if possible.

Evaluation Results

This section provides a description of the project outcomes. This section should include:

- The data related to the process evaluation. Describe any changes that were made as a result of the process evaluation findings.
- Total number of participants (unduplicated).
    - Include basic demographic information of your participants (e.g., age, gender, race/ethnicity, risk factors, prior involvement with the justice system).
    - When multiple services are available, include the number of individuals who received each of the services.
- Progress toward goals:
    - Provide a summary of the degree to which the project's goals and objectives were achieved.
    - Describe factors that affected the progress of project goals. This may include factors which resulted in achieving goals more quickly or impeded your progress. If there were factors that impeded your progress, describe how they were addressed.
- Results of any process analyses and provide a detailed explanation related to the project's performance over the course of the grant.
- Results of any outcome analyses and provide a detailed explanation of findings as it relates to any other additional outcome measures.

Discussion of Results
At a minimum, this section should:

- Discuss the effectiveness of different strategies implemented in the project.
- Make useful recommendations with specific guidance for what to replicate or do differently.

Appendices
Include relevant supplementary evaluation and project materials in appendices. These may include, but are not limited to, data collection instruments, more detailed descriptions of activities and interventions, training materials, educational materials, operational definitions, additional analyses, and presentations.

Grantee Highlight
This section should provide a brief, one-page, visually appealing, highlight or success story that provides additional information related to the project's success over the grant cycle. This highlight may be included in a statewide report. You may include optional graphs, charts, or photos[30]. While every effort will be made to include these in a statewide report, inclusion in the report is not guaranteed.

[30] The BSCC will only accept photographs in which all persons depicted are over 18 years of age and have consented to both being photographed and to the use and release of their image. By submitting photographs to the BSCC, the submitter acknowledges that all approvals have been obtained from the subjects in the photograph(s) and that all persons are over 18 years of age. Further, by submitting the photographs, the submitter irrevocably authorizes the BSCC to edit, alter, copy, exhibit, publish or distribute the photographs for purposes of publicizing BSCC grant programs or for any other lawful purpose. All photographs submitted will be considered public records and subject to disclosure pursuant to the California Public Records Act.

Appendix G: Certification of Compliance with BSCC Policies Regarding Debarment, Fraud, Theft and Embezzlement

FOR REFERENCE ONLY
Successful applicants will be required to submit this form prior to contract execution.

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to applicants that have been:

1. debarred by any federal, state, or local government entities during the period of debarment; or
2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three (3) years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

By checking the following boxes and signing below, the applicant affirms that:

☐ I/We are not currently debarred by any federal, state, or local entity from applying for or receiving federal, state, or local grant funds.

☐ I/We have not been convicted of any crime involving theft, fraud, or embezzlement of federal, state, or local grant funds within the last three (3) years. We will notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

☐ I/We will hold subgrantees and subcontractors to these same requirements.

A grantee may make a request in writing to the Executive Director of the BSCC for an exception to the debarment policy. Any determination made by the Executive Director shall be made in writing.

AUTHORIZED SIGNATURE **(This document must be signed by the person who is authorized to sign the Grant Agreement.)**			
NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	EMAIL ADDRESS
STREET ADDRESS	CITY	STATE	ZIP CODE
APPLICANT'S SIGNATURE (e-signature is acceptable) X			DATE

Appendix H: Criteria and Assurance for Non-Governmental Organizations that Receive BSCC Grant Funds as a Subcontractor

FOR REFERENCE ONLY
Successful applicants will be required to submit this form prior to contract execution.

This RFP includes requirements that apply to non-governmental organizations **that receive BSCC grant funds as a subcontractor**. Grantees are responsible for ensuring that all subcontracted third parties continually meet these requirements as a condition of receiving any Prop 47 funds. The RFP describes these requirements as follows. Any non-governmental organization that receives Prop 47 funds must:

- Have been duly organized, in existence, and in good standing for at least six (6) months prior to the start date of the applicant's Grant Agreement with BSCC.

  Note: Non-governmental organizations that have recently reorganized or have merged with other qualified non-governmental organizations that were in existence prior to the six (6) month date are also eligible, provided all necessary agreements have been executed and filed with the California Secretary of State prior to the start date of the applicant's Grant Agreement with BSCC.

- Be registered with the California Secretary of State's Office, if applicable.
- Have a valid Employer Identification Number (EIN), and/or Taxpayer ID (if sole proprietorship).
- Have a valid business license, if applicable.
- Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable.

In the table below, provide the name of the Grantee and list all subcontracted third parties.

Name of Grantee:

Name of Subcontracted Third Party	Address	Email / Phone	Meets All Requirements
			Yes ☐ No ☐
			Yes ☐ No ☐
			Yes ☐ No ☐
			Yes ☐ No ☐

Refer to next page for signature block.

Grantees are required to update this list and submit it to BSCC any time a new third-party subcontract is executed after the initial assurance date. Grantees shall retain (on-site) applicable source documentation for each contracted party that verifies compliance with the requirements listed in the Prop 47 RFP. These records will be subject to the records and retention language found in Exhibits A and C of the Standard Agreement.

The BSCC will not reimburse for costs incurred by any third party that does not meet the requirements listed above and for which the BSCC does not have a signed grantee assurance on file.

A signature below is an assurance that all requirements listed above have been met.

AUTHORIZED SIGNATURE *(This document must be signed by the person who is authorized to sign the Grant Agreement.)*			
NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	EMAIL ADDRESS
STREET ADDRESS	CITY	STATE	ZIP CODE
APPLICANT'S SIGNATURE (**verified e-signature is acceptable**) X			DATE

Attachment A: Proposal Budget Attachment

Required Attachment: Applicants will be prompted to download a fillable version of this document from the BSCC Prop 47 home page and then upload the completed document to the BSCC Submittable Application Portal.

Proposition 47 Grant Program – Cohort 5
RFP Budget Attachment Instructions

*This Budget Attachment is **Section 5. Proposal Budget** of the official proposal and must be uploaded into the BSCC Submittable portal when prompted. Upon submission, this will be rated per the requirements set forth in the Request for Proposals (RFP). Applicants are solely responsible for the accuracy and completeness of the information entered into this budget.*

General Instructions

- Enter the **name of the Applicant** at the top of the Proposal Budget Table and Narrative worksheet.

- Applicants will self-select a funding category, depending on the size and cost of the proposed project.

  1. **Applicants** in the **Small Scope Category** may apply for up to **$2,000,000**.
  2. **Applicants** in the **Large Scope Category** may apply for more than $2,000,000 and up to **$8,000,000**.
  3. **The County of Los Angeles** may submit one application for up to **$20,000,000.**

  Applicants are encouraged to request only the amount of funds needed to support their proposal and the amount that can be justified with supporting documentation/information. DO NOT SUBMIT AN ANNUAL BUDGET. All Applicants must build their proposal, objectives, activities, timelines, and budget information for all three years and nine months of the grant cycle (39-month project period and 6-month audit and evaluation period).

- Request funds in whole dollars only. Do not use decimals.

- **Leveraged Funds:** By statute, the BSCC must prioritize funding to applicants that demonstrate how they plan to leverage other federal, state, and local funds or other social investments toward the success of their Prop. 47 grant. Applicants that plan to leverage outside fundS must show them in the "Leveraged Funds" column on the Budget Table. Remember that grantees will be responsible for reporting on and maintaining supporting documentation for all leveraged funds included in the Proposal Budget.

- Applicants are limited to the use of the budget categories listed. Applicants are not required to request funds for every category. If no money is requested for a certain category, enter $0 in the budget table and "N/A" in the corresponding narrative.

- This workbook is protected. Applicants may only enter information in unshaded cells. All other cells in the Proposal Budget worksheet will auto populate based upon the applicant's entries.

- The purpose of the narrative for each corresponding category is to provide a narrative description of the line item(s) and how the line items and amounts requested will serve to meet the stated goals and objectives and planned activities of the project. **To start a new paragraph within a narrative cell, hold down the Alt key and then press Enter.**

- All funds must be used consistent with the requirements of the BSCC Grant Administration Guide, located on the BSCC website, including any updated version that may be posted during term of the Grant Agreement. The BSCC will notify grantees whenever an updated version is posted.

Budget Category Instructions

1. **Salaries and Benefits:** List the classification/title, percentage of time, salary or hourly rates, and benefits (if applicable) for every staff person from the Applicant that will be funded by the grant. Show the math behind the benefit calculations. Briefly describe staff roles/responsibilities within the Proposition 47 Grant project. Include salaries and benefits ONLY for staff of the Applicant. Salaries and benefits associated with partner agencies or subcontractors should be included in the applicable category (e.g. Professional Services, NGO Subcontracts, etc.).

   Note that any full or part-time Applicant staff responsible for data collection and evaluation efforts must be shown in Category 5. Data Collection and Project Evaluation.

2. **Services and Supplies:** Include and itemize all services and supplies to be purchased by the Applicant. Services and supplies purchased by partner agencies or subcontractors must be included in the applicable category (e.g., Professional Services, NGO Subcontracts, etc.).

   Be advised: Once a grant award is made, certain participant support items such as meals, Snacks, incentives, gift cards, etc. will require separate and prior written approval by BSCC, even if included here.

3. **Professional Services or Public Agency Subcontracts:** List the names of any public agencies or professional consultants that will work on the project (unless they will be working on data collection and evaluation efforts, in which case they should be included in Category 5. Data Collection and Project Evaluation). Costs for the Compliance Audit should also be included in this category. Show the amount of funds allocated to each and itemize the services that will be provided. List any positions to be funded, including classification/title, percentage of time, salary or hourly rates, and benefits (if applicable).

4. **Non-Governmental Organization (NGO) Subcontracts: Applicants are required to dedicate a minimum of 50 percent of their grant funds to subcontracts with non-governmental, community-based organizations.** List the names of all NGOs that will work on the project. Show the amount of funds allocated to each and itemize the services that will be provided. Include any positions to be funded, including classification/title, percentage of time, salary or hourly rates, and benefits (if applicable). If an NGO partner has not been selected as of the date of the submission of the application, identify the amount of grant funds that will be allocated and describe the services to be provided.

5. **Data Collection and Project Evaluation: Applicants are required to budget a minimum of 5 percent (or $50,000, whichever is greater), but not more than 10 percent** of the total grant award for data collection and evaluation efforts. These efforts include development of the Local Evaluation Plan, completion of Quarterly Progress Reports and completion of Local Evaluation Report. Include and itemize all costs associated with project data collection and evaluation efforts for this project, even if they are associated with the Applicant, a subcontractor, or consultant.

6. **Equipment and Fixed Assets:** Include funds associated with equipment and fixed assets purchased by the Applicant. Equipment and fixed assets are defined as nonexpendable personal property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit. Items that do not meet this threshold should be included in the Services and Supplies category. Itemize all equipment and fixed assets to be purchased by the Applicant only.

Equipment and fixed assets purchased by partner agencies or subcontractors must be included in the applicable category (e.g., Professional Services, NGO Subcontracts, etc.).

Be advised: Once a grant award is made, equipment and fixed assets greater than $5,000 may require separate and prior written approval by BSCC, even if included here.

7. **Other (Travel, Training, etc.):** Itemize all costs that do not fit into the categories listed above, including travel and training. Applicants/Lead Agency should budget for one trip to Sacramento. For this category, include "other" costs for use by the Applicant/Lead Agency only. Similar type costs allocated by NGOs or subcontractors must be included in the applicable category (e.g., Professional Services, NGO Subcontracts, etc.).
   Please budget for at least one 2-day trip to Sacramento for 3-5 key grant team members.

Be advised: The use of grant funds for out-of-state travel is monitored very closely and allowed only in limited cases. Once a grant award is made, all out-of-state travel will require separate and prior written approval by BSCC, even if included here.

8. **Indirect Costs:** Indirect costs are shared costs that cannot be directly assigned or identified to a particular activity but are incurred and necessary to the operation of an agency and the performance of the project. Grantees will be required to provide a methodology or list of costs/activities to support the indirect costs charged to the grant upon request.
   Examples of indirect costs include, but are not limited to, rent and utilities, office supplies, administrative salaries and fringe benefits (such as managerial, clerical, accounting, human resources, and information technology).

   For the Proposition 47 grant program, indirect costs may be charged to grant funds using only one of the following two options:

   a) Applicants **with a federally approved indirect cost rate** may request reimbursement for indirect costs not to exceed twenty percent (20%) of the total grant award. Applicants may not request more than their federally approved rate and will be required to submit their federally approved rate documentation in order to receive reimbursement. If an agency has a federally approved indirect cost rate that is greater than 20 percent, the agency may include the difference as leveraged funds. For example, an agency with a federally approved indirect cost rate of 32 percent may request up to 20 percent as grant funds and the report the remaining 12 percent as leveraged funds.

   b) Applicants **that do not have a federally approved indirect cost rate** may request reimbursement for indirect costs not to exceed fifteen percent (15%) of the total grant award.

   In the Indirect Costs Narrative section please identify the types or categories of expenses that will be supported by the indirect costs rate and what record keeping process will be used to provide source documentation.

2025 Proposition 47 Grant Program – Proposal Budget and Budget Narrative

Name of Applicant:

Contract Term: October 1, 2025 through June 30, 2029

Note: Budget Categories 1 - 8 will auto-populate based on the information entered in the sections below.

Budget Category	Grant Funds	Leveraged Funds	Total
1. Salaries and Benefits	$0	$0	$0
2. Services and Supplies	$0	$0	$0
3. Professional Services or Public Agency Subcontracts	$0	$0	$0
4. Non-Governmental Organization (NGO) Subcontracts *[minimum 50% of total grant funds requested]*	$0	$0	$0
5. Data Collection and Project Evaluation *[minimum of 5% (or $50,000, whichever is greater) but not more than 10% of total grant funds requested]*	$0	$0	$0
6. Equipment/Fixed Assets	$0	$0	$0
7. Other (Travel, Training, etc.)	$0	$0	$0
8. Indirect Cost	$0	$0	$0
TOTAL	**$0**	**$0**	**$0**

1a. Salaries and Benefits

Name and Title	(Show as either % FTE **or** Hourly Rate) & Benefits	Grant Funds	Leveraged Funds	Total
		$0	$0	$0
		$0	$0	$0
		$0	$0	$0
		$0	$0	$0
		$0	$0	$0
		$0	$0	$0
		$0	$0	$0
		$0	$0	$0
		$0	$0	$0
		$0	$0	$0
	TOTAL	**$0**	**$0**	**$0**

1b. Salaries and Benefits Narrative: *Provide a brief description for each position that addresses their role on the grant project.*

Enter narrative here. You may expand row height if needed.

2a. Services and Supplies

Description of Services or Supplies	Calculation for Expenditure	Grant Funds	Leveraged Funds	Total
		$0	$0	$0
		$0	$0	$0
		$0	$0	$0
		$0	$0	$0
		$0	$0	$0
		$0	$0	$0
		$0	$0	$0
		$0	$0	$0

TOTAL	**$0**	**$0**	**$0**

2b. Services and Supplies Narrative: *Provide a brief description for each item that explains how it will be used toward fulfilling grant objectives.*

Enter narrative here. You may expand row height if needed.

3a. Professional Services or Public Agency Subcontracts

Description of Professional Service(s)	Calculation for Expenditure	Grant Funds	Leveraged Funds	Total
		$0	$0	$0
		$0	$0	$0
		$0	$0	$0
		$0	$0	$0
		$0	$0	$0
		$0	$0	$0
		$0	$0	$0
		$0	$0	$0
TOTAL		**$0**	**$0**	**$0**

3b. Professional Services or Public Agency Subcontracts Narrative: *List each consultant and/or public agency that will receive grant funds. Provide a brief description of the services that will be provided.*

Enter narrative here. You may expand row height if needed.

4a. Non-Governmental Organization (NGO) Subcontracts

Description of Subcontracts	Calculation for Expenditure	Grant Funds	Leveraged Funds	Total
		$0	$0	$0
		$0	$0	$0
		$0	$0	$0
		$0	$0	$0
		$0	$0	$0
		$0	$0	$0
		$0	$0	$0
		$0	$0	$0
TOTAL *[must be a minimum of 50% of total grant funds requested]*		**$0**	**$0**	**$0**

4b. Non-Governmental Organization (NGO) Subcontracts Narrative: *List each NGO subcontractor that will receive grant funds. Provide a brief description of the services that will be provided.*

Enter narrative here. You may expand row height if needed.

5a. Data Collection and Project Evaluation*

Description of Data Collection and Project Evaluation	Grant Funds	Leveraged Funds	Total
	$0	$0	$0
	$0	$0	$0

	$0	$0	$0
	$0	$0	$0
	$0	$0	$0
	$0	$0	$0
	$0	$0	$0
	$0	$0	$0
TOTAL	**$0**	**$0**	**$0**

5b. Data Collection and Project Evaluation Narrative:

Enter narrative here. You may expand row height if needed.

6a. Equipment/Fixed Assets

Description of Equipment/Fixed Assets	Calculation for Expense	Grant Funds	Leveraged Funds	Total
		$0	$0	$0
		$0	$0	$0
		$0	$0	$0
		$0	$0	$0
		$0	$0	$0
		$0	$0	$0
	TOTAL	**$0**	**$0**	**$0**

6b. Equipment/Fixed Assets Narrative: *List any equipment or fixed assets that will be purchased with grant funds and provide a brief description of each item that explains how it will be used toward fulfilling grant objectives.*

Enter narrative here. You may expand row height if needed.

7a. Other (Travel, Training, etc.)

Description of Other (Travel, Training, etc.)	Calculation for Expense	Grant Funds	Leveraged Funds	Total
		$0	$0	$0
		$0	$0	$0
		$0	$0	$0
		$0	$0	$0
		$0	$0	$0
		$0	$0	$0
	TOTAL	**$0**	**$0**	**$0**

7b. Other (Travel, Training, etc.) Narrative: *Provide a brief explanation for how each item listed above will contribute toward fulfilling grant objectives. Please budget for at least one 2-day trip to Sacramento for 3-5 key grant team members.*

Enter narrative here. You may expand row height if needed.

8a. Indirect Costs

For this grant program, indirect costs may be charged using only **one** of the two options below:	Grant Funds	Leveraged Funds	Total
1) Indirect costs not to exceed 15 percent (15%) of the total grant award. Applicable if the applicant **does not have** a federally approved indirect cost rate.	$0	$0	$0
If using Option 1) grant funds allocated to Indirect Costs may not exceed:	***$0***		
2) Indirect costs not to exceed 20 percent (20%) of the total grant award. Applicable if the applicant **has** a federally approved indirect cost rate. Amount claimed may not exceed the applicant's federally approved indirect cost rate.	$0	$0	$0
If using Option 2) grant funds allocated to Indirect Costs may not exceed:	***$0***		
*Please see **Instructions** tab for additional information regarding Indirect Costs.* *If the amount exceeds the maximum allowed and/or turns **red**, please adjust it to not exceed the line-item noted.* **TOTAL**	**$0**	**$0**	**$0**

8b. Indirect Costs Narrative:

Enter narrative here. You may expand row height if needed. ***If using a federally approved indirect cost rate, please include the rate in the narrative.***

The amount allocated to Data Collection and Project Evaluation (Budget Category 5) must be **a minimum of 5% (or $50,000, whichever is greater) but not more than 10% of the total grant funds requested. To meet this requirement, Applicants should include all expenditures related to data collection, progress reports and/or evaluation, even if they would normally fall under a different category (e.g., Salaries & Benefits, Professional Services, etc.).*

Attachment B: Project Work Plan

Required Attachment: Applicants will be prompted to download a fillable version of this document from the BSCC Prop 47 home page and then upload the completed document to the BSCC Submittable Application Portal.

Instructions: Applicants must complete a Project Work Plan using the format below. Goals and objectives must have a clear relationship to the need and intent of the grant. The Work Plan must identify activities/services and estimate timelines for the entire grant term. A minimum of one goal and corresponding objectives must be identified. Completed plans should identify:

1. the project's top goals and objectives;
2. how the goal(s) will be achieved in terms of the activities/services, responsible staff/partners, and associated timelines; and
3. a list of the data elements to be collected.

(1) Goal:	>		
Objectives (A., B., etc.)	A.> B. C.		
Process Measures and Outcome Measures:	>		
Project activities and services that support the identified goal and objectives:	**Responsible staff/partners**	**Timeline**	
		Start Date	**End Date**
1.> 2. 3.	1.> 2. 3.	1.> 2. 3.	1.> 2. 3.
List the data elements and sources that will be used to measure the outcomes. See Appendix F for the definition of a data element.			
>			

(2) Goal:	>		
Objectives (A., B., etc.)	A.> B. C.		
Process Measures and Outcome Measures:	>		
Project activities and services that support the identified goal and objectives:	**Responsible staff/partners**	**Timeline**	
		Start Date	**End Date**

1.> 2. 3.	1.> 2. 3.	1.> 2. 3.	1.> 2. 3.
List the data elements and sources that will be used to measure the outcomes. See Appendix F for the definition of a data element.			
>			

(3) Goal:	>		
Objectives (A., B., etc.)	A.> B. C.		
Process Measures and Outcome Measures:	>		
Project activities and services that support the identified goal and objectives:	**Responsible staff/partners**	**Timeline**	
		Start Date	**End Date**
1.> 2. 3.	1.> 2. 3.	1.> 2. 3.	1.> 2. 3.
List the data elements and sources that will be used to measure the outcomes. See Appendix F for the definition of a data element.			
>			

Attachment C: Proposition 47 Local Advisory Committee Membership Roster

Required Attachment: Applicants will be prompted to download this document from the BSCC Prop 47 home page, complete it and then upload it to the BSCC Submittable Application Portal.

Lead Public Agency:

Individual Name	Job Title	Agency/Organization

Attachment D: Proposition 47 Local Advisory Committee Letter of Agreement

Required Attachment: Applicants will be prompted to download this document from the BSCC Prop 47 home page, complete it and then upload it to the BSCC Submittable Application Portal.

Note: This letter is to be signed by Lead Agency and all members of the Proposition 47 Local Advisory Committee. Photocopies of signatures and/or e-signatures are acceptable. Include additional signature lines as necessary. Multiple letter may be submitted, but one is preferred.

(Date)

This is a letter of agreement between **(Lead Agency)** and all organizations listed herein for the purposes of applying for the Proposition 47 Grant administered by the Board of State and Community Corrections. All organizations listed herein agree to participate on the local **Proposition 47 Local Advisory Committee** led by **(Lead Agency)** using a collaborative approach. This advisory body will, at a minimum, advise the Lead Agency on:

- How to identify and prioritize the most pressing needs to be addressed (to include target population, target area, etc.);
- How to identify the strategies, programs and/or services to be undertaken to address those needs;
- The development of the grant project; and
- Ongoing implementation of the grant project.

(Note: Applicants may provide additional information; e.g., explain the detail of collaboration, list the services or support, provide dates and timelines, etc.)

Signed in mutual agreement,

LEAD PUBLIC AGENCY SIGNATURE

X_____
Signature
Name, Title
Name of Lead Agency
Address

PROPOSITION 47 LOCAL ADVISORY COMMITTEE MEMBER SIGNATURES

X_____
Signature
Name, Title
Name of Partner Organization
Address

X_____
Signature
Name, Title
Name of Partner Organization
Address

Attachment E: Sample Governing Board Resolution

Instructions: Before grant funds can be reimbursed, a prospective grantee must either (1) submit a resolution from its Governing Board that delegates authority to the individual authorized to execute the grant agreement or (2) provide sufficient documentation indicating that the prospective grantee has been vested with plenary authority to execute grant agreements (e.g., a municipal ordinance or county ordinance/charter delegating such authority to a city manager or county executive officer or other governing board resolution delegating authority).

Below is sample language for a Board Resolution that can be submitted to the Board of State and Community Corrections.

A Governing Board Resolution does not have to be uploaded at the time of submission but must be submitted in order for the Grant Agreement to be executed.

WHEREAS the ***(insert name of Lead Agency)*** desires to participate in the Proposition 47 Grant administered by the Board of State and Community Corrections (hereafter referred to as BSCC).

NOW, THEREFORE, BE IT RESOLVED that the ***(insert title of designated official)*** be authorized on behalf of the ***(insert name of Governing Board)*** to submit the grant proposal for this funding and sign the Grant Agreement with the BSCC, including any amendments thereof.

BE IT FURTHER RESOLVED that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

BE IT FURTHER RESOLVED that the ***(insert name of Lead Agency)*** agrees to abide by the terms and conditions of the Grant Agreement as set forth by the BSCC.

Passed, approved, and adopted by the ***(insert name of Governing Board)*** in a meeting thereof held on ***(insert date)*** by the following:

Ayes:
Notes:
Absent:
Signature: _____ Date: _____

Typed Name and Title: _____

ATTEST: Signature: _____ Date: _____

Typed Name and Title: _____

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3af)

To: BOARD OF SUPERVISORS

From: District Attorney

Meeting Date: July 29, 2025

Department Contact:	District Attorney David Eyster	**Phone:**	707-463-4211
Department Contact:	Kathryn Cavness	**Phone:**	707-463-4211

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Approval of Request to Purchase a Gas-Powered Vehicle for the District Attorney's Office Using Asset Forfeiture Fund 2110-760220, as Hybrid Vehicle is Not Suitable Due to Operational Demands Requiring Extended Range, Higher Performance and Use in Remote Areas

Recommended Action/Motion:
Approve request to purchase a gas-powered vehicle for the District Attorney's Office using asset forfeiture fund 2110-760220, as hybrid vehicle is not suitable due to operational demands requiring extended range, higher performance and use in remote areas.

Previous Board/Board Committee Actions:
On July 8th, 2025, the Board of Supervisors approved the purchase of a vehicle contingent that the care is hybrid, direction to staff regarding researching the viability of a hybrid vehicle.

Summary of Request:
On July 8th, 2025, the Board of Supervisors requested the District Attorney's office to research the viability of hybrid vehicle for purchase in place of a gas-powered vehicle. The District Attorney's office did research and determined that the hybrid vehicle is not suitable due to operational demands requiring extended range, higher performance and traveling to remote areas.

The District Attorney is seeking Board of Supervisor's approval for the purchase of one gas-powered vehicle to replace one old, high mileage vehicle. The vehicle cost is estimated at $52,000, including dealer price plus required customizations to be funded with DA Asset Forfeiture Fund 2110-760220.

Alternative Action/Motion:
Return to staff for further direction

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisorial District: All

Vote Requirement: Majority

Item #: 3af)

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: Asset Forfeiture
current f/y cost: $52,000
budget clarification: Asset Forfeiture is separate from the DA 2070 budget; the associated budget transfer will increase the associated revenue line items, as well as increase appropriations in the Fixed Asset line item line item to allow for the acquisition of the item.
annual recurring cost: N/A
budgeted in current f/y (if no, please describe): Yes
revenue agreement: No

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: N/A

CEO Liaison: Executive Office

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk
Date: July 29, 2025

Final Status: **Approved**

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3ag)

To: BOARD OF SUPERVISORS

From: Human Resources

Meeting Date: July 29, 2025

Department Contact:	Cherie Johnson	**Phone:**	707-234-6600
Department Contact:	Brandy Dalzell	**Phone:**	707-234-6600

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Adoption of Resolution Amending the Position Allocation Table as Follows: Budget Unit 1920 (Retirement), Add 1.0 FTE, Confidential Retirement Accountant $73,632.00 - $89,502.40/Annually; Delete 1.0 FTE, (Position No. 4747) Confidential Accountant-Auditor II, $73,632.00 - $89,502.40/Annually

Recommended Action/Motion:
Adopt Resolution amending the Position Allocation Table as follows: budget unit 1920 (Retirement), add 1.0 FTE, Confidential Retirement Accountant $73,632.00 - $89,502.40/annually; delete 1.0 FTE, (Position No. 4747) Confidential Accountant-Auditor II, $73,632.00 - $89,502.40/annually; and authorize Chair to sign same.

Previous Board/Board Committee Actions:
On June 24, 2025, the Board of Supervisors adopted the Master Position Allocation Table for the FY 2025-2026 Budget, Resolution Number 25-111.

Summary of Request:
The Human Resources Department is charged, as part of the overall maintenance of the classification and compensation plan, to evaluate current classifications, create new classifications (including appropriate salary levels), reclassify positions, examine requests for salary grade adjustments, analyze allocations, and make recommendations for additions, modifications, and corrections.

On July 16, 2025, the Civil Service Commission approved the establishment of a new classification titled Retirement Accountant. This new classification addresses a critical gap in the current classification structure, where no existing role specifically encompasses the specialized financial, regulatory, and reporting responsibilities associated with public pension systems governed under the County Employees Retirement Law of 1937. This new classification is essential to ensure the accurate and compliant administration of retirement fund accounting, financial reporting, and benefit processing.

The Confidential Retirement Accountant will be responsible for performing complex professional accounting work specific to retirement systems, including financial statements in accordance with GASB requirements, and the reconciliation of retirement contributions, benefits, and investment income. The position requires a deep understanding of pension-related accounting principles, relevant government regulations, and fiduciary responsibilities.

This classification will support the Retirement Financial Investment Officer with the annual budget, board of

retirement, and county departments by ensuring the integrity of retirement-related financial data and providing expertise that is currently not captured under general accounting classifications. By establishing the Confidential Retirement Accountant role, MCERA can strengthen compliance, enhance financial transparency, and better manage the complexities of public retirement fund accounting.

MCERA has collaborated closely with Human Resources over the past several months to prepare for this change. During the Fiscal Year 2025-26 budget hearings and conference, MCERA received approval to add one full-time equivalent (1.0 FTE) position by including the Confidential Accountant-Auditor II classification to the Position Allocation Table. With the recent approval of the Retirement Accountant classification, this request now seeks to replace the previously allocated Accountant-Auditor II position with the newly approved Confidential Retirement Accountant classification to better align with MCERA's operational needs.

There is no fiscal impact with the add/delete request as the classification are at the same salary grade.

The County has fulfilled its obligation under Myers-Milias Brown Act (MMBA) with the affected bargaining unit.

Alternative Action/Motion:
Do not adopt recommendation and direct staff.

Strategic Plan Priority Designation: An Effective County Government

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: Budget Unit 1920
current f/y cost: N/A (*includes cost of benefits)*
budget clarification: No fiscal impact.
annual recurring cost: N/A (*includes cost of benefits)*
budgeted in current f/y (if no, please describe): Yes
revenue agreement: N/A

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Executive Office

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk
Date: July 29, 2025

Final Status: **Adopted**
Executed Item Type: Resolution
Number: 25-127

RESOLUTION NO. 25-127

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS AMENDING THE POSITION ALLOCATION TABLE PROVIDING THE NUMBER AND COMPENSATION OF OFFICERS, DEPUTIES AND EMPLOYEES IN THE VARIOUS OFFICES OF THE COUNTY OF MENDOCINO

WHEREAS, the Board of Supervisors has adopted Resolution No. 25-111 which sets forth the classifications, salaries, and number of personnel in the various County departments; and

WHEREAS, it is the desire of the Board of Supervisors to amend said resolution to meet the needs of County service; and

WHEREAS, the Civil Service Commission, at its July 16, 2025, public meeting, approved the new classification specification of Confidential Retirement Accountant;

WHEREAS, the affected department(s) or agencies have agreed to incorporate the below position(s) within their existing fiscal year budgets; and

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors hereby authorize the Position Allocation Table of said Resolution to be amended as follows:

ACTION	CLASSIFICATION TITLE	SALARY NO.	BARGAINING UNIT	HOURLY RATE
Amend Position Allocation Table for Budget Unit 1920				
Add				
1.0 FTE	Conf Retirement Accountant	TBD	404 - Conf	$35.40 - $43.03
Delete (PN 4747)				
1.0 FTE	Conf Accountant-Auditor II	3270	404 - Conf	$35.40 - $43.03

The effective date of this Resolution shall be August 3, 2025, to coincide with the beginning of Pay Period 17-25.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Norvell, and carried this 29th day of July 2025, by the following vote:

AYES: Supervisors Cline, Mulheren, Haschak, Norvell, and Williams
NOES: None
ABSENT: None

WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

ATTEST: DARCIE ANTLE
Clerk of the Board

Deputy

JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

BY: DARCIE ANTLE
Clerk of the Board

Deputy

APPROVED AS TO FORM:
CHARLOTTE E. SCOTT
County Counsel

RESOLUTION NO. 25-127

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS AMENDING THE POSITION ALLOCATION TABLE PROVIDING THE NUMBER AND COMPENSATION OF OFFICERS, DEPUTIES AND EMPLOYEES IN THE VARIOUS OFFICES OF THE COUNTY OF MENDOCINO

WHEREAS, the Board of Supervisors has adopted Resolution No. 25-111 which sets forth the classifications, salaries, and number of personnel in the various County departments; and

WHEREAS, it is the desire of the Board of Supervisors to amend said resolution to meet the needs of County service; and

WHEREAS, the Civil Service Commission, at its July 16, 2025, public meeting, approved the new classification specification of Confidential Retirement Accountant;

WHEREAS, the affected department(s) or agencies have agreed to incorporate the below position(s) within their existing fiscal year budgets; and

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors hereby authorize the Position Allocation Table of said Resolution to be amended as follows:

ACTION	CLASSIFICATION TITLE	SALARY NO.	BARGAINING UNIT	HOURLY RATE
Amend Position Allocation Table for Budget Unit 1920				
Add				
1.0 FTE	Conf Retirement Accountant	TBD	404 - Conf	$35.40 - $43.03
Delete (PN 4747)				
1.0 FTE	Conf Accountant-Auditor II	3270	404 - Conf	$35.40 - $43.03

The effective date of this Resolution shall be August 3, 2025, to coincide with the beginning of Pay Period 17-25.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Norvell, and carried this 29th day of July 2025, by the following vote:

AYES: Supervisors Cline, Mulheren, Haschak, Norvell, and Williams
NOES: None
ABSENT: None

WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

ATTEST: DARCIE ANTLE
Clerk of the Board

_____
Deputy

APPROVED AS TO FORM:
CHARLOTTE E. SCOTT
County Counsel

_____

_____
JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

BY: DARCIE ANTLE
Clerk of the Board

_____
Deputy

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3ah)

To: BOARD OF SUPERVISORS

From: Human Resources

Meeting Date: July 29, 2025

Department Contact:	Cherie Johnson	**Phone:**	707-234-6600
Department Contact:	Denise Bartolomei	**Phone:**	707-234-6600

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Adoption of a Retroactive Resolution Rescinding Resolution No. 18-053, Linking County Counsel Attorney Classification Salaries at Five Percent (5%) Differential Above the Attorney Classifications Represented by the Mendocino County Public Attorneys Association (MCPAA) Bargaining Unit Retroactively Operative to June 25, 2024

Recommended Action/Motion:
Adopt Retroactive Resolution rescinding Resolution No. 18-053, linking County Counsel attorney classification salaries at five percent (5%) differential above the attorney classification represented by the Mendocino County Public Attorneys Association (MCPAA) Bargaining Unit, retroactively operative to June 25, 2024; and authorize Chair to sign the same.

Previous Board/Board Committee Actions:
Resolution No. 18-053, adopted April 10, 2018, and Resolution No. 24-074, adopted May 7, 2024.

Summary of Request:
This agenda item was prepared and submitted to the agenda software program with it intending to be included on the June 25, 2024, Board of Supervisors agenda. Unfortunately, a key date was not properly updated in the agenda software program, which resulted in it not being included on the official agenda for June 25, 2024. This item is now being submitted for retroactive approval to June 25, 2024, as part of an administrative correction.

On April 10, 2018, Resolution No. 18-053 was approved by the Board of Supervisors to maintain the salaries of the unrepresented County Counsel attorney classifications of Assistant County Counsel, Chief Deputy County Counsel, and Deputy County Counsel I-IV then and in the future, at a five percent (5%) differential above the salaries for attorney classifications represented by MCPAA. All other benefits for unrepresented County Counsel classifications remained tied to the Department Head Association through Resolution 10-006.

On May 7, 2024, Resolution No. 24-074 was approved by the Board of Supervisors, adopting the Unrepresented Employees Compensation and Benefits Resolution and establishing the terms and conditions of employment for unrepresented employees, elected department heads, and elected officials identified in Attachment A to that resolution.

Item #: 3ah)

The classifications of Assistant County Counsel, Chief Deputy County Counsel, and Deputy County Counsel I-IV are identified in Attachment A to Resolution No. 24-074.

Resolution No. 24-074 stated that “it is the intent of the Board of Supervisors that the terms and conditions of employment of all unrepresented employees, elected department heads, and elected officials, identified in Attachment A to this Resolution, shall be determined by the Board of Supervisors and shall not be linked to the terms and conditions of employment afforded to the Mendocino County Department Heads Unit or any other bargaining unit.”

Resolution No. 24-074 also rescinded Resolution No. 10-006, and all subsequent amendments thereto, which made applicable to certain unrepresented management employees the specific terms and conditions of employment afforded to the Mendocino County Department Heads Unit.

Consistent with Resolution No. 24-074, this action today is to remove the salary link of Assistant County Counsel, Chief Deputy County Counsel, and Deputy County Counsel I-IV to the attorney salaries of the Mendocino County Public Attorneys Association (MCPAA) bargaining unit. Instead, the terms and conditions of employment, including salaries, of these classifications will be established by the Board of Supervisors pursuant to the Unrepresented Employees Compensation and Benefits Resolution No. 24-074. This includes the salary adjustment for non-elected unrepresented employees in Resolution No. 24-074, previously approved by the Board.

In doing so, the Board will rescind all provisions of Resolution No. 18-053.

This action will not impact the current salaries for classifications of Assistant County Counsel, Chief Deputy County Counsel, and Deputy County Counsel I-IV, and the adjustments in those salaries as provided in Resolution No. 24-074.

Alternative Action/Motion:
Do not adopt the recommendation and direct staff

Strategic Plan Priority Designation: An Effective County Government

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: N/A
current f/y cost: N/A
budget clarification: N/A
annual recurring cost: N/A
budgeted in current f/y (if no, please describe): N/A
revenue agreement: N/A

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Sara Pierce, Deputy CEO

CEO Review: Yes
CEO Comments:

Item #: 3ah)

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk
Date: July 29, 2025

Final Status: **Adopted**
Executed Item Type: Resolution
Number: 25-128

RESOLUTION NO. 25-128

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS RESCINDING RESOLUTION NO. 18-053 MAINTAINING COUNTY COUNSEL ATTORNEY CLASSIFICATIONS AT FIVE PERCENT (5%) DIFFERENTIAL ABOVE THE ATTORNEY CLASSIFICATIONS REPRESENTED BY THE MENDOCINO COUNTY PUBLIC ATTORNEY ASSOCIATION (MCPAA) AND ALL PROVISIONS IN RESOLUTION 18-053 WHICH TIED TERMS AND CONDITIONS OF EMPLOYMENT FOR THESE CLASSIFICATIONS TO THE MENDOCINO COUNTY DEPARTMENT HEADS UNIT RETROACTIVELY OPERATIVE TO JUNE 25, 2024

WHEREAS, on April 10, 2018, the Board of Supervisors approved Resolution No. 18-053, to maintain the unrepresented County Counsel attorney classifications of Assistant County Counsel, Chief Deputy County Counsel, and Deputy County Counsel I–IV at five percent (5%) differential above the attorney classifications represented by the Mendocino County Public Attorney Association (MCPAA), then and in the future based on salary negotiations of MCPAA; and

WHEREAS, Resolution No. 18-053, among other things, stated that, with the exception of salary, the unrepresented County Counsel attorney classifications would continue to receive the benefits of the Department Head Association Memorandum of Understanding, in accordance with Resolution No. 10-006 and as amended by subsequent resolutions; and

WHEREAS, the Board of Supervisors on May 7, 2024, approved the Unrepresented Employees Compensation and Benefits Resolution No. 24-074, establishing the terms and conditions of employment of all unrepresented employees, elected department heads, and elected officials, identified in Attachment A to Resolution 24-074 and rescinded all provisions of Resolution No. 10-006; and

WHEREAS, the unrepresented County Counsel attorney classifications of Assistant County Counsel, Chief Deputy County Counsel, and Deputy County Counsel I–IV are identified in Attachment A to Resolution 24-074; and

WHEREAS, Resolution No. 24-074 stated, in pertinent part, that "it is the intent of the Board of Supervisors that the terms and conditions of employment of all unrepresented employees, elected department heads, and elected officials, identified in Attachment A to this Resolution, shall be determined by the Board of Supervisors and shall not be linked to the terms and conditions of employment afforded to the Mendocino County Department Heads Unit or any other bargaining unit"; and

WHEREAS, it is the intent of the Board of Supervisors to rescind all provisions of Resolution No. 18-053, which made applicable a five percent (5%) differential to County Counsel attorney classifications above the attorney classifications represented by the Mendocino County Public Attorney Association.

WHEREAS, this Resolution was originally intended to be considered by the Board of Supervisors on June 25, 2024, but was inadvertently left off of the Board's meeting agenda due to an administrative error involving the agenda software program.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors hereby adopts a Resolution rescinding Resolution No. 18-053 in its entirety.

BE IT FURTHER RESOLVED, the rescission of Resolution No. 18-053 does not impact the current salaries for classifications of Assistant County Counsel, Chief Deputy County Counsel, and Deputy County Counsel I–IV, and the adjustments in those salaries as provided in Resolution No. 24-074.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Norvell, and carried this 29th day of July 2025, by the following vote:

AYES: Supervisors Cline, Mulheren, Haschak, Norvell, and Williams
NOES: None
ABSENT: None

WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

ATTEST: DARCIE ANTLE
Clerk of the Board

Deputy

JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

BY: DARCIE ANTLE
Clerk of the Board

APPROVED AS TO FORM:
CHARLOTTE E. SCOTT
County Counsel

Deputy

RESOLUTION NO. 25-128

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS RESCINDING RESOLUTION NO. 18-053 MAINTAINING COUNTY COUNSEL ATTORNEY CLASSIFICATIONS AT FIVE PERCENT (5%) DIFFERENTIAL ABOVE THE ATTORNEY CLASSIFICATIONS REPRESENTED BY THE MENDOCINO COUNTY PUBLIC ATTORNEY ASSOCIATION (MCPAA) AND ALL PROVISIONS IN RESOLUTION 18-053 WHICH TIED TERMS AND CONDITIONS OF EMPLOYMENT FOR THESE CLASSIFICATIONS TO THE MENDOCINO COUNTY DEPARTMENT HEADS UNIT RETROACTIVELY OPERATIVE TO JUNE 25, 2024

WHEREAS, on April 10, 2018, the Board of Supervisors approved Resolution No. 18-053, to maintain the unrepresented County Counsel attorney classifications of Assistant County Counsel, Chief Deputy County Counsel, and Deputy County Counsel I–IV at five percent (5%) differential above the attorney classifications represented by the Mendocino County Public Attorney Association (MCPAA), then and in the future based on salary negotiations of MCPAA; and

WHEREAS, Resolution No. 18-053, among other things, stated that, with the exception of salary, the unrepresented County Counsel attorney classifications would continue to receive the benefits of the Department Head Association Memorandum of Understanding, in accordance with Resolution No. 10-006 and as amended by subsequent resolutions; and

WHEREAS, the Board of Supervisors on May 7, 2024, approved the Unrepresented Employees Compensation and Benefits Resolution No. 24-074, establishing the terms and conditions of employment of all unrepresented employees, elected department heads, and elected officials, identified in Attachment A to Resolution 24-074 and rescinded all provisions of Resolution No. 10-006; and

WHEREAS, the unrepresented County Counsel attorney classifications of Assistant County Counsel, Chief Deputy County Counsel, and Deputy County Counsel I–IV are identified in Attachment A to Resolution 24-074; and

WHEREAS, Resolution No. 24-074 stated, in pertinent part, that "it is the intent of the Board of Supervisors that the terms and conditions of employment of all unrepresented employees, elected department heads, and elected officials, identified in Attachment A to this Resolution, shall be determined by the Board of Supervisors and shall not be linked to the terms and conditions of employment afforded to the Mendocino County Department Heads Unit or any other bargaining unit"; and

WHEREAS, it is the intent of the Board of Supervisors to rescind all provisions of Resolution No. 18-053, which made applicable a five percent (5%) differential to County Counsel attorney classifications above the attorney classifications represented by the Mendocino County Public Attorney Association.

WHEREAS, this Resolution was originally intended to be considered by the Board of Supervisors on June 25, 2024, but was inadvertently left off of the Board's meeting agenda due to an administrative error involving the agenda software program.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors hereby adopts a Resolution rescinding Resolution No. 18-053 in its entirety.

BE IT FURTHER RESOLVED, the rescission of Resolution No. 18-053 does not impact the current salaries for classifications of Assistant County Counsel, Chief Deputy County Counsel, and Deputy County Counsel I–IV, and the adjustments in those salaries as provided in Resolution No. 24-074.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Norvell, and carried this 29th day of July 2025, by the following vote:

AYES: Supervisors Cline, Mulheren, Haschak, Norvell, and Williams
NOES: None
ABSENT: None

WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

ATTEST: DARCIE ANTLE
Clerk of the Board

_____
Deputy

APPROVED AS TO FORM:
CHARLOTTE E. SCOTT
County Counsel

_____

_____
JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

BY: DARCIE ANTLE
Clerk of the Board

_____
Deputy

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3ai)

To: BOARD OF SUPERVISORS

From: Human Resources

Meeting Date: July 29, 2025

Department Contact:	Cherie Johnson	**Phone:**	707-234-6600
Department Contact:	Denise Bartolomei	**Phone:**	707-234-6600

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Approval of Mendocino County Policy Regarding Background Investigation Requirements for Individuals with Access to Federal Tax Information

Recommended Action/Motion:
Approve Mendocino County Policy regarding background investigation requirements for individuals with access to Federal Tax information.

Previous Board/Board Committee Actions:
None.

Summary of Request:
The Internal Revenue Service (IRS) Publication 1075 outlines security and safeguarding requirements for agencies, including local governments, with access to Federal Tax Information (FTI). As part of these requirements, all individuals, including employees, contractors, and volunteers, who have access to FTI must undergo a background investigation that includes fingerprinting and criminal history checks, and a reinvestigation every five (5) years thereafter.

Human Resources has developed a formal policy to ensure consistent implementation of these federal requirements across all departments. The policy outlines the procedures for identifying individuals, initiating background checks, and maintaining compliance following IRS Publication 1075 standards.

Alternative Action/Motion:
Do not approve and direct staff.

Strategic Plan Priority Designation: An Effective County Government

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Item #: 3ai)

Fiscal Details:

source of funding: N/A
current f/y cost: N/A
budget clarification: Unknown charges to department
annual recurring cost: N/A
budgeted in current f/y (if no, please describe): No
revenue agreement: N/A

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Executive Office

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk
Date: July 29, 2025

Final Status: **Approved**



Mendocino County Policy #	Background Investigation Requirements for Individuals with Access to Federal Tax Information
Adopted: TBD	**Adopted By:** TBD

PURPOSE:

This policy ensures that individuals working on behalf of Mendocino County ("County") who need access to Federal Tax Information (FTI) meet the suitability and security standards specified in IRS Publication 1075: *Tax Information Security Guidelines for Federal, State, and Local Agencies* (Pub 1075). This includes completing an initial background investigation and periodic reinvestigations.

SCOPE/APPLICABILITY

This policy applies to all current employees, applicants, volunteers, interns, work-study students, agents, contractors, and subcontractors ("Individuals") authorized by the County to access FTI in the course of their official job duties.

POLICY:

Mendocino County is committed to protecting the personal and financial information furnished by the Internal Revenue Service ("IRS"). In accordance with Pub 1075, *Tax Information Security Guidelines for Federal, State, and Local Agencies*, individuals having access to FTI must undergo a background investigation that is favorably adjudicated before being permitted access to FTI.

The Human Resources Department is responsible for maintaining this policy and its procedures. County departments are responsible for identifying positions with FTI access and conducting background investigations and reinvestigations.

Fingerprint and criminal conviction history investigation requirements must be reflected on each County classification specification and job posting for each position with access to FTI.

Individuals who do not successfully pass the background investigation shall not be permitted to hold a position with access to FTI. All employment offers and work assignments are conditional pending successful completion of policy requirements.

Contractors and subcontractors with access to FTI are subject to this policy and are fully responsible for ensuring all IRS Publication 1075 requirements are met prior to permitting individuals' access to FTI.

BACKGROUND INVESTIGATION REQUIREMENTS

County departments are responsible for identifying each position within their department that provides individuals with access to FTI. Identified individuals must undergo and pass a background investigation before being permitted access to FTI and are subject to reinvestigation thereafter.

A favorable background investigation does not guarantee employment but determines an individual's suitability for FTI access, per Pub 1075. All individuals accessing FTI must undergo a background investigation which includes:

A. Federal Bureau of Investigation (FBI) fingerprinting and criminal background investigation that include criminal history in all 50 states and local law enforcement records for the State of California to identify possible suitability issues.

B. Check of local law enforcement agencies where the subject of background investigation has lived, worked, and/or attended school within the last five (5) years, and if outside of the State of California, a check of the appropriate agency for any identified arrests.

C. Validate citizenship/residency to confirm the subject's eligibility to legally work in the United States (US)Validation of candidates' citizenship/residency for employment shall include the following:
    a. Utilization of USCIS Form I-9 and supporting documents.
    b. Within three days of completion of USCIS Form I-9, verify employment status through the E-Verify system.
    c. Ongoing monitoring for expired employment eligibility, if applicable.

D. Reinvestigate everyone with access to FTI within five (5) years from the date of the previous background investigation or upon receipt of new information obtained since the last Background Investigation indicating the need for a renewed investigation.

Criminal history screening for employment purposes, including reinvestigation screening, will be conducted in accordance with Federal Equal Employment Opportunity Commission (EEOC) Enforcement Guidance, California Civil Rights Department (CRD) (formerly, the Department of Fair Employment and Housing) rules and regulations, and applicable California Labor Code provisions.

CRITERIA FOR WITHDRAWAL OF EMPLOYMENT OFFER

Conditional employment offers may be withdrawn based on the results of the background investigation and/or eligibility to be employed in the United States.

Disqualification Criteria

The felony and misdemeanor crimes listed below are offenses that may render any individuals' background unsuitable for employment in positions that involve access to FTI and is not meant to be an exhaustive list of all criteria for withdrawal of a conditional employment offer or termination of employment.

- Fraud: welfare, insurance, finance, theft, or bribery
- Physical: assault, sexual, murder, homicide, manslaughter, kidnapping, false imprisonment, or domestic violence
- Misuse of data
- Inappropriate access to data
- Drug and/or alcohol
- Stalking
- Theft/Burglary
- Evasion of law enforcement
- Crimes of moral turpitude

Criminal background investigation results will be considered utilizing an individual assessment, which includes the nature and gravity of the offense; the time that has passed since the offense or conduct and completion of any criminal sentence; and the nature of the job held or sought, with any basis for denial being job-related and consistent with business necessity.

After performing the individual assessment, should the County determine the candidate's criminal history warrants revoking the job offer, the County will provide a written preliminary notice to the individual that includes:

- The identity of the disqualifying conviction;
- A copy of the conviction history report, if any;
- Notice of their right to respond to the notice within five business days before a final decision is made; and
- An explanation that the response can include evidence challenging the accuracy of the report and/or evidence of rehabilitation or mitigating circumstances.

- If the individual notifies the County within the deadline that they will dispute the report's accuracy and are obtaining evidence to that effect, the individual will be granted another five (5) business days to do so.
- If the individual establishes that the record is factually inaccurate, then that record cannot be considered in the employment decision.

Once the individual has submitted evidence, or declined to do so, and after performing the individual assessment, the County still wishes to revoke the offer, the County will provide a written statement to the individual that includes the final reason for denial or disqualification, and the individual's right to file a complaint with the California Civil Rights Department.

CURRENT EMPLOYEES

Employees hired before this policy's implementation who require FTI access in their official job duties must pass a background investigation to continue access. Employees failing the investigation may be:

- Reassigned or voluntarily demoted to a suitable position without FTI access.
- Subject to due process under the applicable Memorandum of Understanding (MOU).

Employees may challenge the accuracy of information used in separation decisions, and factually inaccurate records shall not be used in employment determinations.

DEFINITIONS

Access to FTI – Access necessary to perform official job duties per, IRC 6103.
Citizenship/Residency Validation - Validation of an individual's eligibility to legally work in the United States using the USCIS Form 1-9 and USCIS E-Verify System. This requirement applies to employment candidates only.
Criminal Conviction History Screening - Review of (FBI) fingerprint results and local agency checks. Subsequent arrest notifications shall be requested under Government Code section 1044(d).
Custodian of Records – Agency or department representative responsible for records security.
Direct Access - FTI from IRS or authorized secondary source acting on behalf of the IRS under IRC 6103.
E-Verify - A USCIS system for work eligibility verification.
Federal Tax Information (FTI) - Includes tax returns or information received directly from the IRS or authorized secondary source acting on behalf of the IRS under IRC 6103.
Reinvestigation – Updated background check based on new information or expiration of prior check.
Unauthorized Access – Improper or negligent access to FTI without authorization, under IRC 6103.
IRS Office of Safeguards - Monitors safeguard measures utilized by agencies receiving FTI.
Department of Justice – Agency responsible for processing fingerprint-based background checks for the requesting agency.

REFERENCES

26 United States Code (U.S.C.) § 6103
Equal Employment Opportunity Commission (EEOC) Enforcement Guidance 915.002
Family Code§ 17202
Government Code§ 1044, 12952 (if applicable upon passage of AB 1008) 19572, and 18935
IRS Publication 1075
Labor Code§ 432.7 and 432 .9
Penal Code§ 11105(b)
State Personnel Board Rule 172
Title 2, California Code of Regulations (CCR)§ 11017 and 11017.1

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3aj)

To: BOARD OF SUPERVISORS

From: Library

Meeting Date: July 29, 2025

Department Contact: Mellisa Hannum **Phone:** 707-882-3114

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Approval of the Mendocino County Library Collection Development Policy

Recommended Action/Motion:
Approve the Mendocino County Library Collection Development Policy.

Previous Board/Board Committee Actions:
Previous Selection of Library Materials was adopted prior to 2007.

Summary of Request:
Collection Development Policies provide library staff with guidance and direction in selection and maintenance of their library's collection. The California Freedom to Read Act (AB 1825) requires every public library jurisdiction that directly receives any state funding to establish, adopt, and maintain a written and publicly accessible collection development policy for its libraries by January 1, 2026. The bill requires the adopted policy to be sent to the State Librarian and authorizes the State Librarian or their designee to provide technical assistance to public libraries in developing their collection development policy. As a final step, the policy must be approved by the library's governing board.

Mendocino County Library has completed the process of drafting and reviewing the Collection Development Policy with the State Librarian and it has been approved. The policy was subsequently reviewed and approved by County Counsel. The Library requests approval by the Board of Supervisors.

Alternative Action/Motion:
Provide alternate direction.

Strategic Plan Priority Designation: An Effective County Government

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At: www.mendolibrary.org

Item #: 3aj)

Fiscal Details:

source of funding: N/A
current f/y cost: N/A
budget clarification: N/A
annual recurring cost: N/A
budgeted in current f/y (if no, please describe): N/A
revenue agreement: N/A

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Executive Office

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk
Date: July 29, 2025

Final Status: **Approved**

Collection Development Policy

Mission, Vision, and Values

The mission of Mendocino County Library is to enrich lives through free and equitable access to materials and programs centered on education, culture, and entertainment.

Its vision is an informed, connected, inclusive, and creative community where opportunities for discovery are celebrated.

Values

- Equity
- Inclusion
- Free access to information
- Serving others
- Social justice

Role of the Public Library

Public libraries play a unique role in the preservation of democracy by providing an open, nonjudgmental institution where individuals can pursue their interests and gain an understanding of diverse opinions. Libraries must continue to play an essential role in safeguarding the intellectual liberty of the public and must recognize, understand, and support freedom of access.

Mendocino County Library Collection Development Guidelines

General Principles

It is important for all Mendocino County Library visitors to feel a sense of belonging and connection with their Library. To cultivate this sense of belonging for patrons, Mendocino County Library works diligently to build and maintain a myriad, robust, and relevant collection comprised of various materials.

Materials to be added to the collections of Mendocino County Library are selected on the merits of a particular work concerning the needs, interests, and demands of this community.

Children and teens are encouraged to read and become lifelong learners by visiting and borrowing books and other materials from their local libraries.

Responsibility for reading rests with the individual or legal guardians. Selection should not be inhibited by the possibility that books may inadvertently come into the possession of those under 18 years of age.

Based on the services the public library is expected to perform, it is the Library's responsibility to provide circulating, reference, and research materials for both the diverse community as well as students at all levels of formal and informal education.

This Policy is created in accordance with the terms of the California Freedom to Read Act.

Specific Principles For Selection

- Contemporary significance or permanent value
- Accuracy
- Authority of Author
- Relation of work to existing collection
- Price, format, and ease of use
- Scarcity of information in subject area
- Availability of material elsewhere in the community
- Popular demand
- Representation of various community demographics
- Reputation and qualifications of the author, publisher, or producer, with preference generally given to titles vetted through examination of professional reviews (e.g. Library Journal, Booklist, Kirkus, etc.)
- Date of publication
- The collection meets the broad and diverse interests of the community and respects both the library's autonomy and their specific community needs
- Mendocino County Library serves as a center for voluntary inquiry and the dissemination of information and ideas

- Library materials should be provided for the interest, information, and enlightenment of all people, and should present diverse points of view in the collection as a whole
- It is the right of the public to receive access to a range of social, political, aesthetic, moral, and other ideas and experiences

Online Databases and other Digital Resources

Selection of and access to electronic resources are integral to fulfilling the mission and objectives of Mendocino County Library. Digital resources, including eBooks, eAudiobooks, streaming video and audio, government documents, databases, vendor curated databases, virtual tutorials, and language databases are subject to the same general selection criteria as other materials. Vendor curated databases may contain material that falls outside the regular Mendocino County Library's selection criteria.

Audio/Visual Policy

Mendocino County Library maintains a broad selection of entertainment, informational, and audiovisual collections. These collections include digital video discs (DVDs), audio compact discs (CDs), unabridged audiobooks on CD, and multimedia kits. Audiovisual materials complement the library's other collections and public programs.

Self-Published and Donated Titles

Mendocino County Library may purchase materials by local authors or accept these materials for consideration for the Library's collection in accordance with the Library's collection development policy guidelines. The Library accepts donated copies of self-published books but does not guarantee inclusion in the collection; each submission will be decided on a case-by-case basis. Items donated to the Library become the property of the Library and cannot be returned to the donating party. Donated titles and local author titles are subject to Library policies regarding deselection due to condition, lack of use, or space constraints.

Adult Non-Fiction

Chief points considered are readability of material, authenticity of factual matter presented, quality of writing, cost, and format, existing library holdings, and suitability of material to the community.

Nonfiction may be excluded because of inaccurate information, lack of integrity, sensationalism, intent to incite hatred or intolerance, and text material of too limited or specialized a nature. Titles are selected based on the content as a whole and without regard to the personal history of the author. Important books of all persuasions are carried. In the case of controversial questions, variety and balance of opinion are sought whenever available.

Adult Fiction

Selection is made with reference to one or more of these criteria:

- It contributes positively to an individual's awareness of self, community, and social heritage.
- It contributes to the value of the library's collection by representing all types and styles of literature.
- It represents authors from a myriad of cultural, socioeconomic, and racial backgrounds.
- It provides pleasant reading for recreational and creative use of leisure time.
- Serious works which present an honest aspect of life are not necessarily excluded for frankness of experience.

Children's Materials

The first objective in selecting children's materials is to share the joy of reading and being read to, and as such books are selected which offer diverse perspectives and lived experiences so that as many children as possible see themselves represented in the material. Special attention may also be given to acquiring works of value to guardians, teachers, and other adults working with children.

The children's collection provides materials suitable for children 0-12, and it is the responsibility of the child's parent or guardian to ensure that material is appropriate for the child

A public library does not provide basic textbooks or materials needed in quantity for schoolwork; it accepts as its responsibility the provision of supplemental materials of varied kinds to enrich the resources available to the individual student and teacher.

Teen Collection

The Teen or Young Adult (YA) collection is designed to meet the needs of teenagers (ages 12-18) during this time of rapid changes in their physical, intellectual, psychological, and social development. Emphasis is on materials that widen the teens' boundaries of thinking, enrich their lives, and help fulfill their diverse range of recreational, educational, or emotional needs.

The Teen collection follows the specific principles of selection laid out under general principles. It aligns with the Adult Non-Fiction and Fiction selection criteria, while focusing more on popular culture and other teen interests, along with youth health.

The Teen collection provides materials including fiction, nonfiction, graphic novels, manga, audiobooks, DVDs, video games, and magazines.

Due to the wide age range of adolescents and their different maturity levels, some materials in the teen collection might not be considered appropriate by all adults for all teens. While some books are too mature for one teen, other teens may be ready for

them. Only an individual teen and their caregivers can decide what material is suitable for that specific teen to read. Library staff are not responsible for determining which materials may be appropriate for a specific teen. A teen's choice of Library materials is ultimately the responsibility of their caregiver or legal guardian.

Video Games

Mendocino County Library provides access to video games for various consoles at the discretion of the library card holder. These video games are selected for purchase based primarily on community appeal and popularity, with particular attention paid to games for which there have been many requests.

The Library does not purchase video games based on ESRB ratings, nor is it the responsibility of Library staff to restrict access to video games based on ESRB ratings. If library card holders under the age of 18 wish to borrow video games, it is the responsibility of the legal guardian or caregiver to ensure that appropriate items are selected.

Patron Recommendations and Requests

Patrons may request items that the Library does not presently own. Each request is reviewed for inclusion in the collection and will follow the collection maintenance guidelines and selection criteria listed in this policy. Requests can be made in person, over the phone, or online.

Collection Management Overview

The Library's collection is a living, changing entity. As items are added, others are reviewed for their ongoing value and sometimes are withdrawn from the collection. Great care is taken to retain or replace items that have enduring value to the community. Decisions are influenced by patterns of use, the capacity of each location and the holdings of other libraries that may specialize in each subject matter. Staff review the collection regularly to maintain its vitality and usefulness to the community.

Responsibility for Collection Management

The final authority for the Library collection rests with the Library Department Head. Implementation of collection development policy and management of the collection is assigned to Library staff. The Mendocino County Library disposes of materials that have been withdrawn according to the criteria for weeding and maintenance.

Postconsumer Recycled Content

Mendocino County Library purchases books, microfiche, microfilm, and periodicals (including magazines and newspapers) that are publications procured at a significantly high volume. Information regarding the recycled content for these products is not available due to the high purchasing volume of these products. In addition, many of

these items can only be purchased by one vendor. Purchases of other paper products, including printing and writing paper, are included separately in the implementation record. The goal is to continually seek out postconsumer recycled-content products when available.

Criteria Applicable to All Library Materials.

In accordance with the California Freedom to Read Act (AB 1825), Library materials in public libraries shall not be excluded, and access to library materials shall not be limited, solely on the bases of any of the following:

> (i) The race, nationality, gender identity, sexual orientation, religion, disability, political affiliation, or any other characteristic listed in subdivision (a) of Section 12940 of the Government Code, or the socioeconomic status of a subject of the library materials, an author of the library materials, the source of the library materials, or the perceived or intended audience for the library materials.
>
> (ii) The library materials contain inclusive and diverse perspectives.
>
> (iii) The library materials may include sexual content unless that content qualifies as obscene under United States Supreme Court precedent.

Labeling of Materials

To permit free and convenient access to materials, the Library endorses an open shelf policy. Therefore, no materials shall be either removed from open shelves or kept in a restricted area because of their controversial nature or because they are more suitable for one age group than another because of their subject matter, viewpoint, or the possibility that they might be opposed to by certain individuals or groups. Library materials are not marked or identified in such a way as to indicate approval or disapproval, and materials are not sequestered, except for the purpose of protecting such materials from damage or theft.

Maintenance and Weeding of Collection

Collections are maintained and weeded to increase the relevance of Library materials and facilitate its display and circulation. Materials are withdrawn regularly, using guidelines such as the CREW method (Continuous Review, Evaluation, and Weeding).

Most Library materials are processed in such a way as to ensure their maximum use under normal circumstances. Damaged but still usable materials are mended according to an established set of procedures. Materials may be withdrawn because they are worn, obsolete, or seldom used; superseded by a newer edition or better work on the subject; or physically damaged or in poor condition.

Responsibility

The County Librarian is responsible for the deselection of library materials, delegating tasks to staff members as needed. Patron and staff suggestions are considered in maintaining broad and relevant collections of interest to all. Questions that arise in the weeding process are referred to Branch Managers who may consult with the County Librarian as needed.

Weeding Process

Mendocino County Library follows guidelines of The American Library Association, which recommends that annual withdrawals average 5% of the total collection. Removals allow room for new purchases, keep the collection current, and make shelves easier to browse. Lack of demand, obsolete or erroneous information, and poor condition are the main reasons for deselection.

The Library offers breadth and depth in its collections including standard titles whose condition may deteriorate with frequent use. The Library may replace these items with newer copies or editions if funds and space permit.

Damaged or stolen materials will be replaced if the items continue to meet selection criteria. Subject areas may be refreshed with the latest materials rather than specific older items.

Gift materials will be subject to the same standards for inclusion and weeding as purchased materials.

Local and Archival Materials

The Library retains local material of community interest and attempts to preserve it over time. Local collections may sometimes need weeding for poor condition or dated information.

Archival material (e.g., the County Annual Report) shall be kept for two years. Historical documents are also available at the Mendocino County Historical Society or by contacting the County of Mendocino Executive Office.

Removal from Collection

The County Librarian and deputized staff are responsible for the disposition of weeded material. This may include, but is not limited to, the sale of valuable items, donations to Friends or community groups and recycling and discarding material.

Collection Audits

The Library routinely performs an audit of the collection to identify gaps in subjects and equitable representation of voices.

The results of the collection audit are used by library staff to purchase titles to fill in gaps of the collection. The budget for these purchases is the standard annual collection budget unless a grant or other one-time funds are used.

Statement of Concern

If a patron has a concern about the inclusion, classification, or location of library material, a statement of concern of materials form is available at a library branch or by requesting by mail. For a statement of concern to be considered, the form must be completed in full. The patron submitting the statement must have a Mendocino County Library (MCL) card and reside within Mendocino County, California.

Community members can also share their concerns regarding library materials and request that library materials be reconsidered for inclusion in the library's collection.

A committee that includes at least one professional librarian from outside Mendocino County will review the details of the statement. MCL will respond, in writing, within 30 days of receiving the statement. The response will indicate the action to be taken and the reasons for or against the statement of concern. The library director will consider any statement to appeal the committee's decision. An item will be evaluated for reconsideration only once in a 12-month period.

MCL incorporates, as part of this policy, the principles contained in the First Amendment to the Constitution of the United States of America, the California Freedom to Read Act Assembly Bill 1825, American Library Association's Library Bill of Rights, Freedom to Read, and Freedom to View statements.

Collection development selection criteria include, but are not limited to the following

- representation of an important movement, genre, trend, or national culture
- artistic presentation and experimentation
- entertainment value
- representation of challenging points of view
- accuracy

Appendix of the Collection Development Policy

- American Library Association “Freedom to Read Statement”
- American Library Association “Freedom to View”
- American Library Association “Library Bill of Rights”

American Library Association- The Freedom to Read Statement

The freedom to read is essential to our democracy. It is continuously under attack. Private groups and public authorities in various parts of the country are working to remove or limit access to reading materials, to censor content in schools, to label “controversial" views, to distribute lists of "objectionable" books or authors, and to purge libraries. These actions apparently rise from a view that our national tradition of free expression is no longer valid; that censorship and suppression are needed to counter threats to safety or national security, as well as to avoid the subversion of politics and the corruption of morals. We, as individuals devoted to reading and as librarians and publishers responsible for disseminating ideas, wish to assert the public interest in the preservation of the freedom to read.

Most attempts at suppression rest on a denial of the fundamental premise of democracy: that the ordinary individual, by exercising critical judgment, will select the good and reject the bad. We trust Americans to recognize propaganda and misinformation, and to make their own decisions about what they read and believe. We do not believe they are prepared to sacrifice their heritage of a free press in order to be "protected" against what others think may be bad for them. We believe they still favor free enterprise in ideas and expression.

These efforts at suppression are related to a larger pattern of pressures being brought against education, the press, art and images, films, broadcast media, and the Internet. The problem is not only one of actual censorship. The shadow of fear cast by these pressures leads, we suspect, to an even larger voluntary curtailment of expression by those who seek to avoid controversy or unwelcome scrutiny by government officials.

Such pressure toward conformity is perhaps natural to a time of accelerated change. And yet suppression is never more dangerous than in such a time of social tension. Freedom has given the United States the elasticity to endure strain. Freedom keeps open the path of novel and creative solutions, and enables change to come by choice. Every silencing of a heresy, every enforcement of an orthodoxy, diminishes the toughness and resilience of our society and leaves it the less able to deal with controversy and difference.

Now as always in our history, reading is among our greatest freedoms. The freedom to read and write is almost the only means for making generally available ideas or manners of expression that can initially command only a small audience. The written word is the natural medium for the new idea and the untried voice from which come the original contributions to social growth. It is essential to the extended discussion that serious thought requires, and to the accumulation of knowledge and ideas into organized collections.

We believe that free communication is essential to the preservation of a free society and a creative culture. We believe that these pressures toward conformity present the danger of limiting the range and variety of inquiry and expression on which our democracy and our culture depend. We believe that every American community must

jealously guard the freedom to publish and to circulate, in order to preserve its own freedom to read. We believe that publishers and librarians have a profound responsibility to give validity to that freedom to read by making it possible for the readers to choose freely from a variety of offerings.

The freedom to read is guaranteed by the Constitution. Those with faith in free people will stand firm on these constitutional guarantees of essential rights and will exercise the responsibilities that accompany these rights.

We therefore affirm these propositions:
1. It is in the public interest for publishers and librarians to make available the widest diversity of views and expressions, including those that are unorthodox, unpopular, or considered dangerous by the majority.
Creative thought is by definition new, and what is new is different. The bearer of every new thought is a rebel until that idea is refined and tested. Totalitarian systems attempt to maintain themselves in power by the ruthless suppression of any concept that challenges the established orthodoxy. The power of a democratic system to adapt to change is vastly strengthened by the freedom of its citizens to choose widely from among conflicting opinions offered freely to them. To stifle every nonconformist idea at birth would mark the end of the democratic process. Furthermore, only through the constant activity of weighing and selecting can the democratic mind attain the strength demanded by times like these. We need to know not only what we believe but why we believe it.

2. Publishers, librarians, and booksellers do not need to endorse every idea or presentation they make available. It would conflict with the public interest for them to establish their own political, moral, or aesthetic views as a standard for determining what should be published or circulated.
Publishers and librarians serve the educational process by helping to make available knowledge and ideas required for the growth of the mind and the increase of learning. They do not foster education by imposing as mentors the patterns of their own thought. The people should have the freedom to read and consider a broader range of ideas than those that may be held by any single librarian or publisher or government or church. It is wrong that what one can read should be confined to what another thinks proper.

3. It is contrary to the public interest for publishers or librarians to bar access to writings on the basis of the personal history or political affiliations of the author.
No art or literature can flourish if it is to be measured by the political views or private lives of its creators. No society of free people can flourish that draws up lists of writers to whom it will not listen, whatever they may have to say.

4. There is no place in our society for efforts to coerce the taste of others, to confine adults to the reading matter deemed suitable for adolescents, or to inhibit the efforts of writers to achieve artistic expression.
To some, much of modern expression is shocking. But is not much of life itself shocking? We cut off literature at the source if we prevent writers from dealing with the stuff of life. Parents and teachers have a responsibility to prepare the young to meet the

diversity of experiences in life to which they will be exposed, as they have a responsibility to help them learn to think critically for themselves. These are affirmative responsibilities, not to be discharged simply by preventing them from reading works for which they are not yet prepared. In these matters values differ, and values cannot be legislated; nor can machinery be devised that will suit the demands of one group without limiting the freedom of others.

5. It is not in the public interest to force a reader to accept the prejudgment of a label characterizing any expression or its author as subversive or dangerous.
The ideal of labeling presupposes the existence of individuals or groups with wisdom to determine by authority what is good or bad for others. It presupposes that individuals must be directed in making up their minds about the ideas they examine. But Americans do not need others to do their thinking for them.

6. It is the responsibility of publishers and librarians, as guardians of the people's freedom to read, to contest encroachments upon that freedom by individuals or groups seeking to impose their own standards or tastes upon the community at large; and by the government whenever it seeks to reduce or deny public access to public information. It is inevitable in the give and take of the democratic process that the political, the moral, or the aesthetic concepts of an individual or group will occasionally collide with those of another individual or group. In a free society individuals are free to determine for themselves what they wish to read, and each group is free to determine what it will recommend to its freely associated members. But no group has the right to take the law into its own hands, and to impose its own concept of politics or morality upon other members of a democratic society. Freedom is no freedom if it is accorded only to the accepted and the inoffensive. Further, democratic societies are more safe, free, and creative when the free flow of public information is not restricted by governmental prerogative or self-censorship.

7. It is the responsibility of publishers and librarians to give full meaning to the freedom to read by providing books that enrich the quality and diversity of thought and expression. By the exercise of this affirmative responsibility, they can demonstrate that the answer to a "bad" book is a good one, the answer to a "bad" idea is a good one.

The freedom to read is of little consequence when the reader cannot obtain matter fit for that reader's purpose. What is needed is not only the absence of restraint, but the positive provision of opportunity for the people to read the best that has been thought and said. Books are the major channel by which the intellectual inheritance is handed down, and the principal means of its testing and growth. The defense of the freedom to read requires of all publishers and librarians the utmost of their faculties, and deserves of all Americans the fullest of their support.

We state these propositions neither lightly nor as easy generalizations. We here stake out a lofty claim for the value of the written word. We do so because we believe that it is possessed of enormous variety and usefulness, worthy of cherishing and keeping free. We realize that the application of these propositions may mean the dissemination of ideas and manners of expression that are repugnant to many persons. We do not state

these propositions in the comfortable belief that what people read is unimportant. We believe rather that what people read is deeply important; that ideas can be dangerous; but that the suppression of ideas is fatal to a democratic society. Freedom itself is a dangerous way of life, but it is ours.

This statement was originally issued in May of 1953 by the Westchester Conference of the American Library Association and the American Book Publishers Council, which in 1970 consolidated with the American Educational Publishers Institute to become the Association of American Publishers.
Adopted June 25, 1953, by the ALA Council and the AAP Freedom to Read Committee; amended January 28, 1972; January 16, 1991; July 12, 2000; June 30, 2004.
A Joint Statement by:
American Library Association
Association of American Publishers
Subsequently endorsed by:
American Booksellers for Free Expression
The Association of American University Presses
The Children's Book Council
Freedom to Read Foundation
National Association of College Stores
National Coalition Against Censorship
National Council of Teachers of English
The Thomas Jefferson Center for the Protection of Free Expression

American Library Association - Freedom to View Statement

The FREEDOM TO VIEW, along with the freedom to speak, to hear, and to read, is protected by the First Amendment to the Constitution of the United States. In a free society, there is no place for censorship of any medium of expression. Therefore these principles are affirmed:

1. To provide the broadest access to film, video, and other audiovisual materials because they are a means for the communication of ideas. Liberty of circulation is essential to insure the constitutional guarantee of freedom of expression.

2. To protect the confidentiality of all individuals and institutions using film, video, and other audiovisual materials.

3. To provide film, video, and other audiovisual materials which represent a diversity of views and expression. Selection of a work does not constitute or imply agreement with or approval of the content.

4. To provide a diversity of viewpoints without the constraint of labeling or prejudging film, video, or other audiovisual materials on the basis of the moral, religious, or political beliefs of the producer or filmmaker or on the basis of controversial content.

5. To contest vigorously, by all lawful means, every encroachment upon the public's freedom to view.

This statement was originally drafted by the Freedom to View Committee of the American Film and Video Association (formerly the Educational Film Library Association) and was adopted by the AFVA Board of Directors in February 1979. This statement was updated and approved by the AFVA Board of Directors in 1989. Endorsed January 10, 1990, by the ALA Council

American Library Association - Library Bill of Rights

The American Library Association affirms that all libraries are forums for information and ideas, and that the following basic policies should guide their services.

I. Books and other library resources should be provided for the interest, information, and enlightenment of all people of the community the library serves. Materials should not be excluded because of the origin, background, or views of those contributing to their creation.

II. Libraries should provide materials and information presenting all points of view on current and historical issues. Materials should not be proscribed or removed because of partisan or doctrinal disapproval.

III. Libraries should challenge censorship in the fulfillment of their responsibility to provide information and enlightenment.

IV. Libraries should cooperate with all persons and groups concerned with resisting abridgment of free expression and free access to ideas.

V. A person's right to use a library should not be denied or abridged because of origin, age, background, or views.

VI. Libraries which make exhibit spaces and meeting rooms available to the public they serve should make such facilities available on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use.

VII. All people, regardless of origin, age, background, or views, possess a right to privacy and confidentiality in their library use. Libraries should advocate for, educate about, and protect people's privacy, safeguarding all library use data, including personally identifiable information.

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3ak)

To: BOARD OF SUPERVISORS

From: Library

Meeting Date: July 29, 2025

Department Contact:	Mellisa Hannum	**Phone:**	707-882-3114
Department Contact:	Barb Chapman	**Phone:**	707-367-8216

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Approval of Memorandum of Understanding with Round Valley Unified School District to Implement the "Student Success Card" Program to Provide Students with Mendocino County Library Cards Which Gives Free Access to Online Tutoring, Information, and Resources to Help Students Succeed Academically

Recommended Action/Motion:
Approve Memorandum of Understanding with Round Valley Unified School District to implement the "Student Success Card" program to provide students with Mendocino County Library cards which gives free access to online tutoring, information, and resources to help students succeed academically; and authorize Chair to sign same.

Previous Board/Board Committee Actions:
Student Success Card MOUs were approved on December 3, 2024: item 3w; on January 7, 2025: item 3ac.

Summary of Request:
The California Education Code section 18010 states that the public library is a supplement to the formal system of free public education. In October 2023, Senate Bill 321 established the Local Public Library Partnership Program, under the administration of the State Librarian, for purposes of ensuring that all pupils have access to a local public library by the third grade.

Mendocino County Library created its Student Success Card program to provide students of all ages easy access to Library resources to supplement their educational needs as well as provide opportunities for Library staff to support students in their studies and efforts toward graduation by assisting them with increased literacy skills, access to multi-learning resources in all academic subject areas, online homework assistance in both English and Spanish, and resources for preparation for college attendance.

Consistent with Legislative intent, this Memorandum of Understanding provides the Round Valley School District and Mendocino County Library an agreement to provide Library services to students to supplement their formal education, as well as provide resources for School District teachers to utilize in teaching students through the participation in the Library's Student Success Card program. Parents will be provided with information about the Student Success Card and have access to an Opt Out form if they do not want their child to participate in the program.

Item #: 3ak)

The Library is helping the County move towards the Board of Supervisors Strategic Plan goal of a Thriving Economy by providing easy access to educational resources for students through the Student Success Card.

Alternative Action/Motion:
Do not approve and provide alternate direction.

Strategic Plan Priority Designation: A Thriving Economy

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At: <www.mendolibrary.org/student>

Fiscal Details:

source of funding: N/A
current f/y cost: N/A
budget clarification: N/A
annual recurring cost: N/A
budgeted in current f/y (if no, please describe): N/A
revenue agreement: N/A

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Executive Office

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk
Date: July 29, 2025

Final Status: **Approved**
Executed Item Type: Agreement
Number: 25-132

MEMORANDUM OF UNDERSTANDING FOR PARTICIPATION IN THE MENDOCINO COUNTY LIBRARY'S STUDENT SUCCESS CARD PROGRAM

This Memorandum of Understanding ("MOU") is by and between the Mendocino County Library, a California public library and Round Valley Unified School District, a school district within the County of Mendocino ("School District"), for participation in the Library's STUDENT SUCCESS CARD Program.

RECITALS

1. The California Legislature has declared in Education Code section 18010 that the public library is a supplement to the formal system of free public education, and a source of information and inspiration to persons of all ages, cultural backgrounds, and economic statuses. Senate Bill 321 established the Local Public Library Partnership Program, under the administration of the State Librarian, for purposes of ensuring that all pupils have access to a local public library by the third grade.

2. Consistent with Legislative intent, the parties to this MOU desire to improve the Library's service to students enrolled in the School District to supplement their formal education, as well as provide resources for School District teachers to utilize in teaching students, through the School District's participation in the Library's STUDENT SUCCESS CARD Program.

3. The Library created its STUDENT SUCCESS CARD Program to support student access to Library resources to satisfy their educational needs as well as provide opportunities for Library staff to support students in their studies and efforts toward graduation by assisting them with increased literacy skills, access to multi-learning resources in all academic subject areas, online homework assistance in both English and Spanish, and resources for preparation for college attendance.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

I. STUDENT SUCCESS CARD Program

The Library's STUDENT SUCCESS CARD is a special library account available to all students in grades Pre-Kindergarten through High School through their participating school districts located in the County of Mendocino. The Library creates STUDENT SUCCESS CARD accounts by using data electronically transferred from the School District's student information systems. The Library then generates STUDENT SUCCESS CARD accounts for each student and provides those accounts to students for their use. To utilize the accounts, students must provide their STUDENT SUCCESS CARD district prefix as well as provide their School District-issued student ID number.

The special features of STUDENT SUCCESS CARDs include:

- No Physical Card: There will be no physical library card issued for STUDENT SUCCESS CARD accounts; instead, students will use a prefix assigned to their School District and will access materials using that prefix plus their student ID numbers.

- Electronic Resources and Services: STUDENT SUCCESS CARDs provide unlimited access to most electronic resources and services offered by the Library, including e-books, e-audio, online tutoring, and online test preparation.

- Physical Materials from Library Branches: Students may use their STUDENT SUCCESS CARDs to access and check out most of the physical materials available from Library branches (this feature is only available through the Full Access Option, per Section II.A, below).

- Loan Period and Item Limits: The STUDENT SUCCESS CARD loan period for all types of materials is 3 weeks, and students may have up to 5 items checked out at a time.

- No Fines: There are no fines for overdue materials checked out on STUDENT SUCCESS CARD accounts.

- Fees: Students are responsible to pay replacement fees for lost items checked out using their STUDENT SUCCESS CARDs; however, the Library may forgive up to four replacement fees for lost items per student per year.

- Materials Not Included: STUDENT SUCCESS CARDs cannot be used to check out DVDs, games, streaming media (subject to change), interlibrary loans, or museum passes.

- Use In Addition to Regular Library Card: Students may hold both regular library cards as well as STUDENT SUCCESS CARDs and obtain loans of materials on each of those cards simultaneously.

II. School District Participation Options

The Library provides two options for School District to participate in the STUDENT SUCCESS CARD Program. School District shall notify Library which option it chooses prior to providing student information to the Library for issuance of the accounts. Library will issue STUDENT SUCCESS CARD accounts for each student whose name Round Valley Unified School District has provided within 30 days of receipt of that information.

The two options to participate in the Library's STUDENT SUCCESS CARD Program are as follows. School District must select a service option by checking one box, below.

☒ A. Full Access Option: Through the Full Access Option, STUDENT SUCCESS CARDs can be used to obtain online electronic resources and services through the Library's and partnering websites, as well as physical hard copy materials from any branch of the Library. To be provided with the Full Access Option, School District must provide the Library with the names as well as the home addresses and school ID numbers of enrolled students. Release of this information to Library is authorized by law. (*See e.g.*, 20 U.S.C. § 1232g(a)(5)(A), (b)(1).)

☐ B. Electronic-Only Access Option: Through the Electronic-Only Access Option, STUDENT SUCCESS CARDs can be used only to obtain online electronic resources and services through the Library's and partnering websites; access to physical hard copy materials will not be available with this option. School Districts choose this option by solely providing the names of their enrolled students and school ID numbers to the Library. Release of this information to Library is authorized by law. (*See e.g.*, 20 U.S.C. § 1232g(a)(5)(A), (b)(1).)

III. School District Information Required to Create STUDENT SUCCESS CARD Accounts

To participate in the STUDENT SUCCESS CARD Program, School District shall provide the Library with student directory information on a regular basis to account for changes in enrollment (August 1 and February 1). All student directory information shall be provided in a secure encrypted file format, and shall include only the following:

1. Student's Name, in "last, first" format;
2. Student's Year of Birth, in yyyy format;
3. Student's Home Address with street number, street, city, state, and zip code (necessary only for Full Access Option);
4. Student's School District-issued ID number, prefixed by School District's code [mus];

Aside from providing the required information in a timely manner regarding students authorized to participate in the program, and the options for parents/guardians to allow their children to participate in the program as set forth in Section V, below, School District has no additional responsibilities to support the STUDENT SUCCESS CARD Program.

IV. Confidentiality of Student Information Received by Library

The Library shall maintain all student information received from the School District as confidential, as required by Government Code section 6267 and other applicable law and utilize it only as necessary to perform this MOU and to provide Library services to the students.

Specifically, Government Code section 6267 prohibits the Library from disclosing students' names, addresses, or their other "patron use records," unless the request for that information is made by the student (or a parent/guardian if the student is under the age of 13), or by another person so authorized in writing. The term "patron use records" includes the following: (a) any

written or electronic record that is used to identify the patron student, including, but not limited to, a patron's name, address, telephone number, or e-mail address, provided in order to become eligible to borrow or use books and other materials; and (b) any written record or electronic transaction that identifies a student patron's borrowing information or use of library information resources, including, but not limited to, database search records, borrowing records, class records, and any other personally identifiable uses of library resources information requests, or inquiries. (*See* Gov't Code § 6267.)

The Library shall also comply with its Confidentiality of Records Policy, which incorporates Government Code section 6267 and related laws designed to protect the confidentiality of Library patrons' information. The Library provides its staff with periodic training on its Confidentiality of Records Policy to ensure compliance.

V. Parent/Guardian Request to Opt Out

Parents/guardians may notify the School District that they do not want their children's directory information shared by the School District. Such a notification will serve as a request to "opt-out" of their children's participation in the STUDENT SUCCESS CARD Program, and such children will not be provided with STUDENT SUCCESS CARD accounts.

Further, as required by California Education Code section 49073(d), parents/guardians of homeless children must "opt in" to allow the School District to provide their children's information to the Library.

School District shall offer parents/guardians who have generally "opted out" of the release of their children's directory information, and parents/guardians of homeless children, the ability to "opt in" to the STUDENT SUCCESS CARD program.

The Library shall provide forms available to the public on its website to allow parents/guardians to "opt in" or "opt out" of their children's participation in the STUDENT SUCCESS CARD Program. Such forms must be submitted to School District, which shall remove those student names from the information provided to the Library.

VI. Term and Termination

The term of this MOU shall commence on the Effective Date and shall continue indefinitely unless terminated by one of the parties in writing pursuant to a 60-day notice to terminate.

VII. Mutual Indemnification

Library and School District each agree to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release each other (including their respective commissioners, board members, officials, agents, employees and volunteers) from and against any and all actions, claims, damages, disabilities, or expenses that may be asserted by any person or entity, including themselves, resulting from Library or School District's own respective negligence or willful misconduct arising out of or in connection with the performance

of this MOU. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this MOU. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this MOU, providing that nothing shall require either party to disclose any records which are confidential or privileged by operation of law. This indemnification provision survives any termination of this MOU.

VIII. Miscellaneous

A. Method and Place of Giving Notice: All notices provided under this MOU shall be made in writing and shall be given by personal delivery, U.S. Mail, or courier service, and by email delivery. Such notices shall be addressed as follows:

TO LIBRARY:	Mendocino County Library Attn: Mellisa Hannum, County Librarian 105 N. Main St. Ukiah, CA 95425 Email: libadmin@mendocinocounty.gov
TO SCHOOL DISTRICT:	Stephanie Steffano-Davis, Superintendent Round Valley Unified School District 76280 High School Street Covelo, CA 95428

When a notice is given by a generally recognized overnight courier service, it shall be deemed received on the next business day. When a copy of a notice is sent by email, it shall be deemed received upon transmission as long as (1) the original copy of the notice is promptly deposited in the U.S. mail and postmarked on the date of the email, (2) the sender has a written confirmation of the email, and (3) the email is transmitted before 5 p.m. (recipient's time). In all other instances, notices shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving written notice pursuant to this Section.

B. No Third-Party Beneficiaries: Nothing contained in this MOU shall be construed to create, and the parties do not intend to create any rights in third parties.

C. Merger and Modification: This writing is intended both as the final expression of the MOU between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the MOU, pursuant to Code of Civil Procedure section 1856. No modification of this MOU shall be effective unless and until such modification is evidenced by a writing signed by both parties.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

7/10/2025
DEPARTMENT HEAD DATE

Budgeted: ☐ Yes ☐ No N/A

Budget Unit: 6110

Line Item: N/A

Grant: ☐ Yes ☒ No

Grant No.: N/A

CONTRACTOR/COMPANY NAME

By: _____

Date: 6-30-25

NAME AND ADDRESS OF CONTRACTOR:

Round Valley Unified School District
76280 High School Street.
Covelo, CA 95428

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

COUNTY OF MENDOCINO

By: _____
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: 07/29/2025

ATTEST:
DARCIE ANTLE, Clerk of said Board

By: _____
Deputy 07/29/2025

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: _____
Deputy 07/29/2025

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: _____
COUNTY COUNSEL

Date: 07/08/2025

INSURANCE REVIEW:

By: _____
Risk Management

Date: 07/08/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
Deputy CEO or Designee

Date: 07/08/2025

Signatory Authority: $0-25,000 Department; $25,001- 50,000 Purchasing Agent; $50,001+ Board of Supervisors
Exception to Bid Process Required/Completed ☐ _____
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: _____

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3al)

To: BOARD OF SUPERVISORS

From: Planning and Building Services

Meeting Date: July 29, 2025

Department Contact:	Julia Krog	**Phone:**	707-234-6650
Department Contact:	John Burkes	**Phone:**	707-234-6650

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Adoption of a Resolution Approving an Agreement With EMC Planning Group, Inc., in the Amount of $299,283.75 for Environmental Review Services Related to the County's Local Coastal Program (LCP) Update, with a Term through June 30, 2027, and Authorizing the Mendocino County Director of Planning and Building Services to Sign Any and All Amendments to the Agreement that Would Not Increase the Total Cost of the Agreement Beyond $400,000

Recommended Action/Motion:
Adopt Resolution approving an Agreement with EMC Planning Group, Inc. in the amount of $299,283.75 for Environmental Review services related to the County's Local Coastal Program (LCP) update, with a term through June 30, 2027, and authorizing the Mendocino County Director of Planning and Building Services to sign any and all amendments to the agreement that would not increase the total of the agreement beyond $400,000; and authorize Chair to sign same.

Previous Board/Board Committee Actions:
On October 18, 2022, the Board of Supervisors signed Resolution #22-206, authorizing filing of an application for a multi-level update of the local coastal program in the amount of $2,177,399 for Mendocino County and authorized the Chief Executive Officer to execute the grant agreement and submit all documents if awarded. Furthermore, on April 19, 2023, the County entered into Grant Agreement no. LCP-22-06, with the California Coastal Commission in the amount of $2,177,399 through December 31, 2026, which specifically calls out details of the grant awarded and the subsequent contracts.

Summary of Request:
In the California Coastal Commission Grant Agreement No. LCP-22-06 for the update of the Local Coastal Program (LCP), Task 2 includes contracting with the following consultants(s) and/or firms with contract not to exceed amounts: biologist or botanist not to exceed $200,000, traffic engineer not to exceed $280,000, hydrogeologist and civil engineer not to exceed $320,000, visual resources consultant not to exceed $165,000, and CEQA document consultant not to exceed $400,000. To streamline all processes, as the grant is on a tight timeline, the draft resolution for consideration of the Board will allow the Planning and Building Services Director to sign any and all amendments to the agreement that would not increase the total amount payable beyond $400,000.

Task 3 of the grant includes updated studies and data analysis for the following LCP topic areas: Water and

Item #: 3al)

Sewage Disposal Availability, Transportation Resources and Development Issues and Policies, Agriculture Resources and Development Issues and Policies, Coastal Access/Visitor Serving Facilities, Rare Plants/Sensitive Natural Communities, Visual Resources and Environmental Review (CEQA). As the data and reports regarding Water and Sewage Disposal Availability, Transportation Resources and Development Issues and Policies, Agriculture Resources and Development Issues and Policies, Coastal Access/Visitor Serving Facilities, Rare Plants/Sensitive Natural Communities, and Visual Resources, are delivered by the contractors, approved in different agreements by the Board of Supervisors, the LCP Update is at a stage where an Environmental Review can begin using the information gathered. This agreement will allow EMC Planning Group to prepare the Environmental Review documents necessary per the grant required tasks.

Alternative Action/Motion:
Provide direction to staff.

Strategic Plan Priority Designation: A Prepared and Resilient County

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: Grant LCP-22-06
current f/y cost: Approx $200,000
budget clarification: This contract will be fully funded by the grant
annual recurring cost: Approx $200,000 FY 25/26, $99,283.75 FY 26/27
budgeted in current f/y (if no, please describe): Yes
revenue agreement: No

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Steve Dunnicliff, Deputy CEO

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk
Date: July 29, 2025

Final Status: **Approved**
Executed Item Type: Resolution
Number: 25-129
Executed Item Type: Agreement
Number: 25-133

RESOLUTION NO. 25-129

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH EMC PLANNING GROUP, INC., IN THE AMOUNT OF $299,283.75 FOR ENVIRONMENTAL REVIEW SERVICES RELATED TO THE COUNTY'S LOCAL COASTAL PROGRAM UPDATE AND AUTHORIZE THE MENDOCINO COUNTY DIRECTOR OF PLANNING AND BUILDING SERVICES TO SIGN ANY AND ALL AMENDMENTS TO THE AGREEMENT THAT WOULD NOT INCREASE THE TOTAL COST OF THE AGREEMENT BEYOND $400,000.00

WHEREAS, the Mendocino County Department of Planning and Building Services ("PBS") has embarked on an update of the County's Local Coastal Program (the "LCP"), which covers the Coastal Zone of Mendocino County, outside of the Town of Mendocino; and

WHEREAS, PBS does not have the time or personnel to effectively perform this project at its current staffing and expertise levels and so undertook requests for proposals to select qualified consultants to assist with the LCP update, including for environmental impact review and reports pursuant to the California Environmental Quality Act; and

WHEREAS, EMC Planning Group, Inc. ("EMC"), provided a proposal stating their qualifications and their ability to perform the work, PBS has determined that EMC is qualified to perform the required work, and, after discussions and negotiations, EMC has agreed to perform the required work under the proposed agreement for a "not-to-exceed" cost of $299,283.75; and

WHEREAS, the County received grant funding for the environmental review component of the LCP update of $400,000.00, so PBS seeks authorization to execute amendments to the proposed Agreement that would not increase the total cost of the proposed Agreement beyond $400,000.00; and

WHEREAS, PBS believes it is prudent to budget for potential amendments to address unanticipated items of work that may arise during the term of the proposed Agreement, and delegate the authority to execute amendments to the Director of Planning and Building Services or designee, so as to allow for timely completion of the work.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors:

1. Approves a Professional Services Agreement with EMC Planning Group, Inc., for environmental impact review and reports for the LCP update; and

2. Authorizes and directs the Chair of the Board of Supervisors to execute said agreement, for a "not-to-exceed" amount of $299,283.75 on behalf of the County; and

3. Authorizes and directs the Director of Planning and Building Services to sign any and all amendments to this agreement that will not increase the total amount of the agreement beyond $400,000.00.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Norvell, and carried this 29th day of July 2025, by the following vote:

AYES: Supervisors Cline, Mulheren, Haschak, Norvell, and Williams
NOES: None
ABSENT: None

WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

ATTEST: DARCIE ANTLE
Clerk of the Board

Deputy

JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

BY: DARCIE ANTLE
Clerk of the Board

Deputy

APPROVED AS TO FORM:
CHARLOTTE E. SCOTT
County Counsel

BOS Agreement #25-133

COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and EMC Planning Group, Inc., hereinafter referred to as the "CONTRACTOR".

WITNESSETH

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONTRACTOR for its environmental impact review and report for the Local Coastal Program update; and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this Agreement and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in Exhibit A, and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Mendocino County ePayables Information

The term of this Agreement shall be from the date this Agreement becomes fully executed by all parties (the "Effective Date"), and shall continue through June 30, 2027.

The compensation payable to CONTRACTOR hereunder shall not exceed two hundred and ninety nine thousand, two hundred and eighty three dollars and seventy-five cents ($299,283.75) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: _____
DEPARTMENT HEAD

Date: 7/9/2025

Budgeted: ☒ Yes ☐ No

Budget Unit: 2851

Line Item: 862189 PBLCP

Org/Object Code: PB-862189 PBLCP

Grant: ☒ Yes ☐ No

Grant No.: LCP-22-06

COUNTY OF MENDOCINO

By: _____
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: 07/29/2025

ATTEST:
DARCIE ANTLE, Clerk of said Board

By: _____
Deputy 07/29/2025

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: _____
Deputy 07/29/2025

INSURANCE REVIEW:

By: _____
Risk Management

Date: 07/07/2025

CONTRACTOR/COMPANY NAME

By: _____
SIGNATURE

Date: 7-9-25

NAME AND ADDRESS OF CONTRACTOR:

EMC Planning Group, Inc.

601 Abrego St.,

Monterey, CA 93940

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: _____
COUNTY COUNSEL

Date: 07/07/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
Deputy CEO or Designee

Date: 07/07/2025

Signatory Authority: $0-25,000 Department; $25,001- 50,000 Purchasing Agent; **$50,001+ Board of Supervisors**
Exception to Bid Process Required/Completed ☐ _____
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: _____

GENERAL TERMS AND CONDITIONS

1. INDEPENDENT CONTRACTOR: No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

   CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

   CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such amounts.

   In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

   CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and COUNTY laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the COUNTY agency concerned.

   Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. INDEMNIFICATION: To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), CONTRACTOR shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the CONTRACTOR's performance or its obligations under this Agreement, unless arising out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

3. INSURANCE AND BOND: CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.

4. WORKERS' COMPENSATION: CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

   CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractors' employees.

5. CONFORMITY WITH LAW AND SAFETY:
   a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.

   b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify Mendocino County

Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.

c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.

6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit B hereto as funding permits.

If COUNTY overpays CONTRACTOR for any reason, CONTRACTOR agrees to return the amount of such overpayment to COUNTY, or at COUNTY's option, permit COUNTY to offset the amount of such overpayment against future payments owed to CONTRACTOR under this Agreement or any other Agreement.

In the event CONTRACTOR claims or receives payment from COUNTY for a service, reimbursement for which is later disallowed by COUNTY, State of California or the United States Government, the CONTRACTOR shall promptly refund the disallowance amount to COUNTY upon request, or at its option COUNTY may offset the amount disallowed from any payment due or that becomes due to CONTRACTOR under this Agreement or any other Agreement.

All invoices, receipts, or other requests for payment under this contract must be submitted by CONTRACTOR to COUNTY in a timely manner and consistent with the terms specified in Exhibit B. In no event shall COUNTY be obligated to pay any request for payment for which a written request for payment and all required documentation was first received more than six (6) months after this Agreement has terminated, or beyond such other time limit as may be set forth in Exhibit B.

7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.

8. OWNERSHIP OF DOCUMENTS: CONTRACTOR hereby assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the

request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit A of this Agreement have been fully performed or paid for.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. CONFLICT OF INTEREST: The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.

10. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO
Department of Planning & Building Services
860 N Bush St.,
Ukiah, CA 95482
Attn: Director, Julia Krog

To CONTRACTOR: EMC Planning Group, Inc.
601 Abrego St.,
Monterey, CA 93940
Attn: Principal Planner, Stuart Poulter, AICP, MCRP

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. USE OF COUNTY PROPERTY: CONTRACTOR shall not use COUNTY property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.

12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONTRACTOR certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.

a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.

b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.

c. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.

d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.

e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.

13. DRUG-FREE WORKPLACE: CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a COUNTY facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the COUNTY department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

14. ENERGY CONSERVATION: CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).

15. COMPLIANCE WITH LICENSING REQUIREMENTS: CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses. To the extent required by law, CONTRACTOR shall display licenses in a location that is reasonably conspicuous. Upon COUNTY's request, CONTRACTOR shall file copies of same with the County Executive Office.

CONTRACTOR represents and warrants to COUNTY that CONTRACTOR and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

16. AUDITS; ACCESS TO RECORDS: The CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with COUNTY requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within the County of Mendocino, California, CONTRACTOR shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or CONTRACTOR shall pay to the COUNTY the reasonable, and necessary costs

incurred by the COUNTY in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Agreement are closed, whichever is later.

17. DOCUMENTS AND MATERIALS: CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONTRACTOR under this Agreement.

18. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

19. TERMINATION: The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR notice. Such notice shall be in writing and may be issued by any COUNTY officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors. In the event that the COUNTY should abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its environmental impact review and report for the Local Coastal Program update shall not exceed $299,283.75 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

20. NON-APPROPRIATION: If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit

payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR's receipt of the termination notice.

21. CHOICE OF LAW: This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

22. VENUE: All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.

23. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

24. ADVERTISING OR PUBLICITY: CONTRACTOR shall not use the name of COUNTY, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.

25. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire Agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other Agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.

26. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.

27. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual Agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.

28. ASSURANCE OF PERFORMANCE: If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the

Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.

29. SUBCONTRACTING/ASSIGNMENT: CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.

a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any Agreement that violates this Section shall confer no rights on any party and shall be null and void.

b. Only the department head or his or her designee shall have the authority to approve subcontractor(s).

c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any Agreement between CONTRACTOR and its subcontractors.

30. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.

31. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

32. INTELLECTUAL PROPERTY WARRANTY: CONTRACTOR warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONTRACTOR PRODUCTS") to be provided by CONTRACTOR in the performance of this Agreement, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONTRACTOR hereby grants to COUNTY, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONTRACTOR

PRODUCTS to the extent reasonably necessary to use the CONTRACTOR PRODUCTS in the manner contemplated by this Agreement.

CONTRACTOR further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONTRACTOR PRODUCTS provided to COUNTY under this Agreement infringe any patent, copyright, trademark or other proprietary right. In the event that any third party asserts a claim of infringement against the COUNTY relating to a CONTRACTOR PRODUCT, CONTRACTOR shall indemnify and defend the COUNTY pursuant to Paragraph 2 of this Agreement.

In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for COUNTY the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.

33. ELECTRONIC COPIES: The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.

34. COOPERATION WITH COUNTY: CONTRACTOR shall cooperate with COUNTY and COUNTY staff in the performance of all work hereunder.

35. PERFORMANCE STANDARD: CONTRACTOR shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in CONTRACTOR's profession. COUNTY has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter into this Agreement. CONTRACTOR hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood that acceptance of CONTRACTOR's work by COUNTY shall not operate as a waiver or release. If COUNTY determines that any of CONTRACTOR's work is not in accordance with such level of competency and standard of care, COUNTY, in its sole discretion, shall have the right to do any or all of the following: (a) require CONTRACTOR to meet with COUNTY to review the quality of the work and resolve matters of concern; (b) require CONTRACTOR to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.

36. ATTORNEYS' FEES: In any action to enforce or interpret the terms of this Agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

Task 1 Project Management

EMC Planning Group will provide ongoing project management throughout the process, including coordination with County staff, and outside responsible and/or regulatory agencies. Project team meetings between County staff, and/or other agencies (e.g., Coastal Commission, other County departments, Mendocino Climate Action Advisory Committee, County Citizen Advisory Committees, etc.) will occur as needed during the project review process, ad per County staff guidance.

EMC Planning Group will prepare for, and attend, all meetings with County staff and other agencies, as well as prepare meeting agendas and minutes for County review. This scope of work assumes attendance at up to twenty-four (24) monthly (virtual) one-hour check-in meetings with County staff and no more than eight (8) one-hour virtual meetings with responsible/trustee agencies (for a total of 32 project management/consultation meetings).

Project management includes ongoing oversight to ensure the project is on schedule and within budget. EMC Planning Group staff will meet one morning, weekly, to discuss company-wide project priorities for the following several weeks. Individual team meetings are held on a regular basis to discuss process, issues, and schedule. Time spent on projects is kept in real time using Deltek Ajera software, so that at any time, project managers can check the status of the work conducted and confirm remaining project budget.

Task 2 Project Kick-Off Meeting

EMC Planning Group staff (Principal-in-Charge and Project Manager) will attend a project (virtual) kick-off meeting with County staff. The purpose is to further articulate the project description and project schedule, and to discuss other topics including communications protocols, key environmental issues, public controversy, potential project alternatives, etc.

Task 3 Review of County Coastal Planning Documents and Technical Studies

Existing Document Review

EMC Planning Group will review and incorporate findings from the following in-progress background technical studies with the firms preparing each study in parentheses:

- Visual Resources, Special Communities, and Archaeological Resources Analysis (EMC Planning Group)
- Coastal Groundwater Study (Larry Walker Associates, Inc./Todd Groundwater)
- State Route 1 Highway Capacity Study (TJKM)
- Biological Resources/Habitats and Natural Resources (WRA, Inc./Rincon Consultants)
- Sea Level Rise Resiliency Strategy (Environmental Science Associates)

EMC Planning Group will also review the County's General Plan/General Plan EIR and Zoning Code and the County's adopted Coastal Element, and other relevant documents required for the analysis for each respective environmental topic to be addressed in the CEQA review process.

Task 4 Preparation of CEQA Noticing

EMC Planning Group will prepare the Notice of Completion (NOC), Notice of Availability (NOA) and Notice of Determination (NOD) at the appropriate timeframe.

EMC Planning Group will coordinate with County staff for mailing the CEQA Notices to public agencies and filing any documents with the Mendocino County Clerk's office. All CEQA notices will be provided in electronic (PDF) format for the County's use and distribution as appropriate.

Note: preparation and distribution of the Notice of Preparation (NOP) is addressed under a separate task (see Task 5.3).

Task 5 Initial Study and Notice of Preparation

Per direction from County staff, the initial study will serve as a tool to determine what significant environmental factors need to be studied in greater detail under the EIR and which environmental factors may not be significant or potentially significant. The initial study will accompany the Notice of Preparation (NOP).

Task 5.1 Draft Initial Study

EMC Planning Group will prepare the draft initial study and provide an electronic (PDF) version to the County for review and comment. The initial study will describe the topics to be analyzed in the EIR and address all environmental topics included in the CEQA Guidelines Appendix G Environmental Checklist. The initial study will accomplish two things: identify environmental issues that will be addressed in further detail in the EIR and adequately address the remaining initial study topics. This approach will help to focus the EIR on just those environmental issues that are most relevant to the proposed project.

Task 5.2 Final Initial Study

EMC Planning Group will incorporate any and all comments from the County on the draft initial study into the final initial study.

Task 5.3 Notice of Preparation

In conjunction with preparation of the initial study, EMC Planning Group will prepare the notice of preparation (NOP) that will be released for a 30-day scoping period prior to preparation of the EIR to solicit feedback from public agencies on the scope and content of the EIR in accordance with CEQA Guidelines Section 15082. A draft NOP will be sent to the County for review and comment. EMC Planning Group will incorporate any and all comments into the final NOP, which will be provided to the County. The initial study will be included as an attachment to the NOP.

County staff will post the NOP with the County Clerk, publish a copy of the NOP in a local newspaper, and send copies to those on the County's distribution list. County staff will also submit the NOP to the State Clearinghouse (SCH) through its online CEQA submittal portal (CEQASubmit).

Task 5.4 Scoping Meeting
This task includes EMC Planning Group's in-person attendance at one (1) scoping meeting, ideally near the end of the 30-day NOP scoping period. The budget for this task assumes the scoping meeting will be no longer than four (4) hours. EMC Planning Group will coordinate with, and prepare on behalf of, County staff regarding the materials needed for the scoping meeting including meeting agenda and a brief presentation on the CEQA process. In addition, EMC Planning Group will track detailed verbal and written comments as needed to ensure they are addressed them in the EIR.

Task 6 Administrative Draft EIR
EMC Planning Group will review all responses to the NOP to ensure that all relevant concerns raised are addressed in the administrative draft EIR (ADEIR). EMC Planning Group will communicate with local, regional, state, and federal agencies to ensure that relevant issues raised by commenting agencies are addressed in the ADEIR.

The ADEIR will include tables and exhibits for ease of data presentation. All impact topics will include a description of the existing conditions, potential project impacts, thresholds of significance, significance determinations, and identification of mitigation measures, as necessary.

EMC Planning Group will prepare the ADEIR based on the scope of topics summarized below. Note that some of the issues discussed below may be adequately addressed in the initial study and, therefore, would not require additional analysis in the EIR.

A. Introduction
The introduction will address the purpose for preparing the EIR, the analysis methodology, the EIR process, and terminology.

B. Executive Summary
CEQA Guidelines Section 15123 requires an EIR to contain a brief summary of the proposed project and its consequences. This executive summary section includes all subject matter required by Section 15123.

C. Environmental Setting
This section will include a discussion of the existing, physical environmental setting at the project site.

D. Project Description
Consistent with CEQA Guidelines Section 15124, this section will include a summary of the proposed LCP amendments and will include the following: 1) a list of objectives of the project summarizing the underlying purpose of the project

that can later be used to devise required alternatives; 2) a description of the regional and location and boundaries of the proposed project; 3) a general description of the project's technical and environmental characteristics; 4) a statement briefly describing the intended uses of the EIR and a list of related environmental review and consultation requirements required by federal, state or local laws, regulations or policies; and 5) supporting illustrative graphics. The proposed LCP amendments would be incorporated as an appendix.

E. Intended Uses of the EIR

This statement will include a list of the agencies that are expected to use the EIR in their decision making; a list of approvals required to implement the project; and a list of related environmental review and consultation requirements required by federal, state, or local laws, regulations, or policies.

F. Aesthetics (Visual Resources)

EMC Planning Group will evaluate the LCP Update's potential to have a substantial visual impact and/or substantially degrade the visual character of the Coastal Zone of the County. This section of the EIR will include a description of views that are available from applicable viewsheds and scenic resources throughout the County's Coastal Zone and State Route 1 and then evaluate the visual effects of the LCP Update on scenic viewsheds and visual resources. Additionally, this section of the EIR will determine if the LCP Update would result in development that may create new sources of substantial light or glare that would adversely affect day or nighttime views in the area.

The EIR section will then identify visual resource impacts that may be significant and identify LCP Update policies that may serve as mitigation measures. If required, this EIR section will present additional mitigation measures, in the form of additional LCP Update policies, as may be necessary to reduce or eliminate significant impacts to a less-than-significant level.

G. Agriculture and Forestry Resources

The Coastal Act includes provisions to protect and enhance coastal resources and land uses, including agriculture. Strong protection of agricultural lands and the agricultural economy in the coastal zone is mandated by the Coastal Act. These protections include requiring that prime agricultural lands be maintained in agricultural production, restricting the conversion of agricultural lands to other land uses, conserving agricultural soils, and promoting long-term agricultural productivity. In 2017, the County of Mendocino completed an update to its *Sustainable Agricultural Lands Strategy* which identifies threats to agricultural lands within the County and strategies or approaches for ensuring sustainable agricultural use into the future. This document, along with other publicly accessible statewide farmland mapping from the California Department of Conservation, will serve as a reference and data source for updates to the Agricultural Element of the LCP. This section of the EIR would address whether the LCP Update would convert lands within the County's Coastal Zone

designated by the state or county as Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use; conflict with existing zoning for agricultural use, or a Williamson Act contract; or, involve other changes in the existing environment which, due to their location or nature, could result in conversion of farmland, to non-agricultural use.

The Coastal Act also protects timberlands for timber production. The Coastal Act requirements do not overlap or conflict with timber harvesting practices regulated by the state. According to Section 3.3 of the current Coastal Element Land Use Plan, commercial timberland outside state parks covers 26 percent of the County's Coastal Zone. This section of the EIR would analyze whether the LCP Update would conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g)); result in the loss of forest land or conversion of forest land to non-forest use; and/or, involve other changes in the existing environment which, due to their location or nature, could result in conversion of forest land to non-forest use.

The EIR section will then identify agricultural and forestry resource impacts that may be significant and identify LCP Update policies that may serve as mitigation measures. If required, this EIR section will present additional mitigation measures, in the form of additional LCP Update policies, as may be necessary to reduce or eliminate significant impacts to a less-than-significant level.

H. Air Quality

This section of the EIR will address whether the development consistent with the LCP would conflict with or obstruct implementation of the applicable air quality plan, result in a cumulatively considerable net increase of any criteria pollutant, and/or create air pollutant concentrations that could create risk for public health. The project site is located in the North Coast Air Basin (air basin). The Mendocino County Air Quality Management District (air district) has jurisdictional authority within the air basin. Consequently, guidance from the air district will be used to evaluate potential project impacts.

As indicated in the County's responses to vendor inquiries, comprehensive updates to the LCP are planned, including to Chapter 3.9, Locating and Planning New Development. It is not clear whether the County intends that new growth in the form of residential and non-residential development will be accommodated as part of the update. If so, such growth would likely be a source of short- and long-term criteria air emissions. It is presumed that the focus of the LCP Update will be on identifying policies and actions that facilitate improved climate adaptation, resiliency, and greenhouse gas emissions reductions (e.g. afforestation/sequestration). Actions that result in physical environmental change

such as infrastructure projects, would most likely be a source only of short-term construction emissions.

LCP Update policies and actions that would reduce short- and long-term criteria emissions will be identified. Where notable gaps existing in these policies and actions, additional policies and actions will be recommended for inclusion in the LCP Update to further reduce emissions. This analysis will be programmatic in nature in that individual future projects that implement the LCP Update will likely require separate environmental review to be tiered off the LCP Update EIR to the extent feasible.

I. Biological Resources (Habitats and Natural Resources)

WRA Environmental Consultants has been contracted to prepare a Biological Resources Survey Report, participate in agency/stakeholder meetings, map habitat and natural resources, and to collaborate with Rincon Consultants to propose updates to the policies in Section 3.1, Habitats and Natural Resources.

Based on the documents and maps prepared by WRA, EMC Planning Group will prepare the biological resources section of the EIR, describing existing habitats and plant and animal species found in the coastal zone, and the occurrence of and/or potential for special-status species and their habitats. One or more figures will be prepared to illustrate habitat types and the location(s) of special-status species occurring on or in the vicinity of the project site. Potential impacts to biological resources will be identified, and mitigation measures will be provided to minimize potential impacts when possible.

Note: Reconnaissance or focused surveys for specific plant and/or animal species are not included in this proposed scope of work. It is assumed that the Biological Resources Survey Report, mapping, and policy language prepare by WRA and Rincon will be adequate for use in the EIR.

J. Cultural Resources (Archaeological and Historical Built Resources)

This section of the EIR would utilize the EMC Planning Group-prepared Archaeological Resources Analysis Report, as well as the cultural resources record search results discussed above, to determine whether the LCP Update would cause a substantial adverse change in the significance of a historical resource pursuant to § 15064.5; cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5; and/or disturb any (Native American) human remains, including those interred outside of dedicated cemeteries.

The EIR section will then identify cultural resource impacts that may be significant and identify LCP Update policies that may serve as mitigation measures. If required, this EIR section will present additional mitigation measures, in the form of additional LCP Update policies, as may be necessary to reduce or eliminate significant impacts to a less-than-significant level.

K. Energy

This section of the EIR will assess whether the energy needs of future development under the LCP update would be wasteful, inefficient, or unnecessary, or if it would conflict with a state or local plan for renewable energy or energy efficiency. This evaluation will be qualitative, as there are no quantified thresholds of significance against which project energy demand can be compared.

Given the LCP Update focus on climate resiliency and adaptation, is it assumed that the primary sources of energy demand will be from construction activities that implement physical resiliency and adaptation projects. To the extent that the LCP Update would enable new residential and non- residential development, energy demand would stem primarily from building energy use and from transportation fuel use.

If proposed, new development under the LCP update will be required to comply with uniformly applied regulations for energy efficiency and conservation, such as the California Building Energy Efficiency Standards (Title 24, Part 6) and the California Green Building Standards Code (CALGreen, Title 24, Part 11), which are designed to ensure energy efficiency in future development. These regulatory standards will be described in the EIR, as will any applicable LCP Update policies aimed at promoting energy conservation and efficiency.

L. Geology and Soils

The impact evaluation in this section of the EIR will address areas within the County's Coastal Zone that are susceptible to earthquakes, liquefaction, landslides, erosion, expansive soils, and may contain unique paleontological resources. The following tasks are proposed: review applicable responses to the NOP and information obtained from other public agencies; review publicly available soils, fault zone maps, geologic data and mapping for the County; review available paleontological resources records in existing reports, County planning documents, and paleontological databases; present the existing geologic and soils setting; discuss geologic, erosion, and paleontological impacts; and present mitigation measures as needed.

The EIR section will then identify geology and soils impacts that may be significant and identify LCP Update policies that may serve as mitigation measures. If required, this EIR section will present additional mitigation measures, in the form of additional LCP Update policies, as may be necessary to reduce or eliminate significant impacts to a less-than-significant level.

M. Greenhouse Gas Emissions

This section of the EIR will evaluate whether implementation of the LCP Update would generate greenhouse gas (GHG) emissions, either directly or indirectly, that could result in a significant impact on the environment or conflict with an applicable plan, policy, or regulation adopted to reduce GHG emissions.

GHG impacts of land development projects can be found to be less than significant if such development is consistent with a qualified plan for reducing GHG emissions. To date, neither the air district nor the County have adopted a GHG reduction plan that might be referenced for the analysis. The air district has historically deferred to Bay Area Air Quality Management District (BAAQMD) guidelines for evaluating GHG impacts of individual projects located in Mendocino County. However, the LCP Update is a "plan" project. EMC Planning Group instead, would utilize guidance in the California Air Resources Board's 2022 Scoping Plan, Appendix D, Local Actions, as a basis for assessing long-term operational GHG impacts of the LCP Update. Appendix D contains a range of actions which the California Air Resources Board recommends for implementation by local agencies for them to contribute their fair share towards supporting the state's long-term GHG emissions reduction goals. Policies and actions in the LCP Update would be reviewed and compared to the Appendix D actions. New policies and/or actions would be proposed as mitigation where the LCP Update does not clearly demonstrate consistency with the Appendix D actions.

This analysis will be programmatic in nature in that individual future projects that implement the LCP Update will likely require separate environmental review to be tiered off the LCP Update EIR to the extent feasible.

BAAQMD's guidance will be used to address construction GHG emissions effects, as the Scoping Plan Appendix D actions do not address such emissions. BAAQMD has determined that GHG emissions from construction represent a very small portion of a project's lifetime GHG emissions and can be found to be less than significant. This analysis approach will be used in association with construction activities that would implement climate adaptation and resilience projects identified in the LCP Update.

N. Hazards and Hazardous Materials

Hazardous materials may have potential to affect the environment or human health. This section will analyze potential environmental impacts related to location of a project on a hazardous materials site; the routine transport, use, storage, or disposal of hazardous materials; the potential release of hazardous materials into the environment; and the potential to emit hazardous emissions or handle hazardous materials within one-quarter mile of a school.

This section will also take into account the LCP Update policies, actions, and development standards that are intended to minimize potential adverse environmental effects. Hazards issues related to emergency response, evacuation plans, and wildland fire risk will be cross-referenced in other EIR sections.

O. Hydrology and Water Quality

This section will address whether the LCP Update would violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality; erosion hazards; and flood hazard potential and risks. Utilizing in part the Coastal Groundwater Study being prepared by Larry Walker Associates and Todd Groundwater, this section will present potential groundwater supply impacts associated construction dewatering and recharge capabilities; present the increase in impervious surfaces; present LCP Update policies and programs to address the increase in run-off associated with the increase in impervious surfaces (if applicable); and identify impacts and present LCP Update policies and/or mitigation measures, if necessary.

P. Land Use and Planning

This section will address potential impacts associated with land use compatibility and plan consistency as a result of implementation of programs proposed as part of LCP Update. More specifically, the section will evaluate potential impacts that the physical changes buildout of the LCP Update would have on existing land uses, short-term impacts associated with construction, impacts attributed to plan inconsistencies, and cumulative impacts related to land use issues. The land use policies included in the LCP Update are specifically intended to preserve and enhance the quality of County's Coastal Zone through appropriate land use planning. A detailed discussion of the Plan's consistency with applicable County General Plan policies, and the Coastal Element goals and policies.

Q. Mineral Resources

This section will evaluate the potential for the LCP Update to result in the loss of availability of a known mineral resource that would be a value to the region and the residents of the state. Additionally, this section of the EIR would evaluate the potential for the LCP Update to result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan. This section will also take into account LCP Update policies, development standards, and programs that are intended to minimize potential adverse environmental effects. To address potentially significant impacts that are not minimized to less than significant by the LCP Update components, additional mitigation measures may be proposed that minimize, reduce, or avoid these adverse environmental effects. These measures, if adopted, would become additional LCP Update development standards.

R. Noise

This section will evaluate the potential for the LCP Update to result in noise impacts on sensitive receptors. The impact analysis will be based upon buildout traffic projections for the LCP Update and standards established by the County. The noise analysis will programmatic in nature and describes future development in accordance with implementation of the LCP Update. Development within the Coastal Zone may result in noise impacts, but LCP Update policy implementation

in the plan would help to mitigate such impacts (e.g., a noise report would be required with individual development projects within the County's Coastal Zone).

S. Population and Housing

This section will evaluate the potential for the LCP Update to result in substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure). Additionally, this section will address whether the LCP Update will displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere. This section will also take into account LCP Update policies, development standards, and programs that are intended to minimize potential adverse environmental effects. To address potentially significant impacts that are not minimized to less than significant by the LCP Update components, additional mitigation measures may be proposed that minimize, reduce, or avoid these adverse environmental effects. These measures, if adopted, would become additional LCP Update development standards.

T. Public Services (Fire, Police, Schools, Parks)

This section will address potential impacts associated with public services and facilities resulting from the implementation of programs and policies with the LCP Update. This section will identify applicable public services and the associated service providers for the County's Coastal Zone including fire protection, police protection, schools, parks, and other public facilities. This section would evaluate the potential impacts that may be associated with constructing additional public service facilities as a result of implementation of LCP Update policies and programs and present additional policies and/or mitigation measures, as necessary, if significant effects are identified.

U. Recreation (Shoreline Access and Visitor Serving Facilities)

This section will address the potential increase in demand for recreational facilities, including shoreline access and visitor serving facilities, that would result from implementation of the LCP Update, along with the impacts that would result from the construction of new facilities. This section will also take into account LCP Update policies, development standards, and programs that are intended to minimize potential adverse environmental effects. To address potentially significant impacts that are not minimized to less than significant by the LCP Update components, additional mitigation measures may be proposed that minimize, reduce, or avoid these adverse environmental effects. These measures, if adopted, would become additional LCP Update development standards.

V. Transportation

This section will present the findings of the State Route 1 Highway Capacity Study to be completed by TJKM for the LCP Update. The analysis is expected to focus on potential impacts to key roadways and intersections in the Coastal Zone

area of the County primarily along State Route 1 for both existing and future conditions associated with LCP Update. This section will include an assessment of the existing transportation system conditions and traffic safety in the Coastal Zone area of the County and an assessment of implementation of the LCP Update as well as the policies, development standards, and programs that are intended to minimize potential adverse environmental effects associated with its implementation.

W. Tribal Cultural Resources

This section of the EIR will address the potential for the proposed project to impact tribal cultural resources. The results of the County's AB 52 and SB 18 consultation with local tribal representatives (discussed further under Optional Task 1 below) will be presented in this section. Additionally, this section will rely upon tribal cultural information obtained as part of the Archaeological Resources Analysis completed by EMC Planning Group (discussed above under Cultural Resources) as well as information obtained from the NAHC Sacred Lands File Search and the Northwest Information Center records search result.

The section will present the anticipated project impacts to tribal cultural resources and determine their levels of significance, and include appropriate mitigation measures to avoid, minimize, and/or mitigate potentially significant impacts to tribal cultural resources as applicable and as agreed to between the County and any consulting tribal representatives. This section will also take into account LCP Update policies, development standards, and programs that are intended to minimize potential adverse environmental effects. To address potentially significant impacts that are not minimized to less than significant by the LCP Update components, additional mitigation measures may be proposed that minimize, reduce, or avoid these adverse environmental effects. These measures, if adopted, would become additional LCP Update development standards.

X. Utilities (Electric Power, Natural Gas, and Telecommunication Facilities)

The construction or expansion of utility facilities and/or infrastructure to accommodate the LCP Update may result in environmental impacts. This section of the EIR would address whether implementation of the LCP Update would require or result in the relocation or construction of new or expanded electric power, natural gas, or telecommunication facilities, and if so, evaluate the environmental impacts of the relocation and/or construction. This section will also take into account LCP Update policies, development standards, and programs that are intended to minimize potential adverse environmental effects. To address potentially significant impacts that are not minimized to less than significant by the LCP Update components, additional mitigation measures may be proposed that minimize, reduce, or avoid these adverse environmental effects. These measures, if adopted, would become additional LCP Update development standards.

Y. Solid Waste

This section of the EIR would address whether implementation of the LCP Update would generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals. Additionally, this section will address whether the project would comply with federal, state, and local management and reduction statutes and regulations related to solid waste. This section will also take into account LCP Update policies, development standards, and programs that are intended to minimize potential adverse environmental effects. To address potentially significant impacts that are not minimized to less than significant by the LCP Update components, additional mitigation measures may be proposed that minimize, reduce, or avoid these adverse environmental effects. These measures, if adopted, would become additional LCP Update development standards.

Z. Wastewater

This section of the EIR would address whether implementation of the LCP Update would require or result in the relocation or construction of new expanded wastewater treatment facilities where construction or operation of such facilities could result in environmental impacts. This section will also address whether the project would result in a determination by the wastewater treatment provider, which serves or may serve the project, that it has adequate capacity to serve the projected demand in addition to the wastewater provider's existing commitments. Physical changes, if necessary, would be evaluated. This section will also take into account LCP Update policies, development standards, and programs that are intended to minimize potential adverse environmental effects. To address potentially significant impacts that are not minimized to less than significant by the LCP Update components, additional mitigation measures may be proposed that minimize, reduce, or avoid these adverse environmental effects. These measures, if adopted, would become additional LCP Update development standards.

AA. Water Supply

This section will present the findings of the Coastal Groundwater Study being prepared by Larry Walker Associates, Inc. and Todd Groundwater. This section will present the LCP Update's water demand and available water supply for the Coastal Zone areas of the County; identify if there are sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years; identify additional water supplies, if necessary; and present impacts and LCP Update policies and/or mitigation measures, as necessary.

BB. Wildfire

This section of the EIR will address whether implementation of the LCP Update will: substantially impair an adopted emergency response plan or emergency evacuation plan; due to slope, prevailing winds, and other factors, exacerbate

wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire; require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment; or d) expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes. This section will also take into account LCP Update policies, development standards, and programs that are intended to minimize potential adverse environmental effects. To address potentially significant impacts that are not minimized to less than significant by the LCP Update components, additional mitigation measures may be proposed that minimize, reduce, or avoid these adverse environmental effects. These measures, if adopted, would become additional LCP Update development standards.

CC. Effects Found Not to Be Significant

This section will address environmental topics determined to result in less-than-significant impacts not requiring mitigation or topics where no impacts were identified in the initial study (addressed in Task 5). Topics to be covered in this section will likely only require minimal analysis. Others may be added when the initial study analysis is complete (addressed under Task 5).

DD. Alternatives

This section of the EIR will identify a reasonable range of alternatives to the preferred project that would avoid or substantially lessen any of the significant effects of the project. Analysis of four (4) alternatives, including a “plan-to-plan” analysis (comparison of the LCP Update to what is currently allowed in the currently adopted County Coastal Element) will be included as the No Project Alternative. Three (3) additional alternatives will be developed with County staff during preparation of the administrative draft EIR. The analysis will include identify whether each alternative meets the project objectives. Ideas for alternatives will be identified in collaboration with County staff based on the range of significant unavoidable and significant, but mitigable, impacts identified in the EIR. Options for alternatives will also be considered in light of the issues of controversy that may be raised by the community.

EE. Additional Required CEQA Topics

The additional CEQA topics to be addressed in the EIR include the following:

- Cumulative Impacts
- Significant and Unavoidable Impacts (if necessary)
- Significant Irreversible Environmental Changes (if necessary)
- Growth-Inducing Impacts

FF. Deliverables

One (1) PDF of the ADEIR will be provided to County staff for review and comment.

GG. Assumptions

County staff will provide all comments and edits on the ADEIR in one consolidated set of comments.

Task 7 Screencheck Draft EIR

Prior to production of the draft EIR, EMC Planning Group will review and incorporate all County comments on the administrative draft EIR and produce a "screencheck" draft EIR.

Deliverables

One (1) PDF of the screencheck draft EIR will be provided to County staff for review and comment.

Assumptions

County staff will provide all comments and edits on the screencheck DEIR in one consolidated set of comments.

Task 8 Draft EIR

EMC Planning Group will prepare a draft EIR, supported by technical studies and pertinent environmental review information. EMC Planning Group will review and incorporate all County comments on the screencheck draft EIR into the draft EIR. The draft EIR will be distributed by County staff to the State Clearinghouse (via CEQASubmit), local and regional agencies, and any interested member(s) of the public for review.

Deliverables

EMC Planning Group will provide an electronic (PDF) copy of the draft EIR for posting on the County's website. EMC Planning Group will coordinate with County staff for producing hardcopies of documents but a maximum of ten (10) hard copies of the draft EIR are included in the project budget.

Task 9 Administrative Final EIR

Upon completion of the 45-day public review period, EMC Planning Group will evaluate the comments received on the draft EIR and prepare written responses in consultation with County staff. EMC Planning Group will prepare an administrative final EIR, which will incorporate draft response to comments, and provide to the County.

Deliverables

EMC Planning Group will provide an electronic (PDF) copy of the administrative final EIR.

Assumptions

Given the level of interest anticipated with the proposed project, the project budget accommodates responding to fifty (50) comment letters on the draft EIR. We would recommend that a special e- mail address be set-up to direct public comments directly to EMC Planning Group staff. This allows for the efficient and timely review and preparation of response to comments. This assumes that twenty (20) percent of the comment letters will come in the form of "template" comment letters from neighborhood groups,

environmental groups, pro and anti-housing groups, etc. If the level of effort needed to respond to comments exceeds that, a contract amendment may be required. Please also note that this scope and budget does not accommodate assisting County staff with responding to Public Records Act requests; however, if required, some contingency fee budget can be utilized for this purpose if needed.

Task 10 Final EIR

EMC Planning Group will prepare a final EIR consisting of revisions to the draft EIR, comments received on the draft EIR during the public review period, and responses to those comments, including any modifications to the document itself as a result of comments received during the public comment period. In conformance with CEQA Guidelines Section 15088, if the responses to comments make important changes in the information contained in the text of the draft EIR, EMC Planning Group will highlight the revisions directly in the text of the EIR.

Deliverables

EMC Planning Group will provide an electronic (PDF) copy of the final EIR. EMC Planning Group will coordinate with County staff for producing hardcopies of documents but a maximum of ten (10) hard copies of the final EIR (five copies for Planning Commissioners; five copies for Board of Supervisors) are included in the project budget.

Task 11 CEQA Findings of Fact and Statement of Overriding Considerations

EMC Planning Group will prepare draft and final (PDF and/or Word) of the required CEQA findings of fact, and if necessary, a statement of overriding considerations, to be incorporated into the final County Council resolution approving the project.

Task 12 Public Meetings

EMC Planning Group Project Manager will attend and make presentations at the following public meetings:

Task 12.1 Two (2) Planning Commission Meetings (In-Person)

EMC Planning Group will attend two (2) in-person Planning Commission hearings to consider recommendations associated with certification of the EIR and approval of the proposed project. EMC Planning Group will provide a brief presentation at both meetings regarding the information, analysis, and findings contained in the EIR and take questions on the environmental analysis and CEQA process from Planning Commissioners.

Note: it assumed that both of these Planning Commission meetings will be held at the County Administration Center in Ukiah.

Task 12.2 Two (2) Board of Supervisors Meetings (In-Person)

EMC Planning Group will attend two (2) in-person County Board of Supervisors hearings to consider certification of the EIR and approval of the proposed project. EMC Planning Group will provide a brief presentation at both meetings regarding the information, analysis, and findings contained in the EIR and take questions on the environmental analysis and CEQA process from County Board members.

Note: it is assumed both of these Board of Supervisors meetings will be held at the County Administration Center in Ukiah.

Task 12.3 One (1) Coastal Commission Meeting (Virtual)
EMC Planning Group will attend one (1) virtual California Coastal Commission hearing to consider approval of the LCP Update. EMC Planning Groups staff will be available to assist County staff as needed to address Commissioner questions about the EIR analysis.

Note: due to Coastal Commission hearings being held in different regions/locations of the state from hearing-to-hearing, it is assumed that EMC Planning Group staff attendance will be virtual.

Assumptions
Attendance at additional public hearings will require use of contingency funds.

Preliminary Project Schedule - Estimated Timeline of Tasks

	Activity	Start Date	Finish Date	2025						2026												2027		
				J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M
1	Notice to Proceed	7/30/25	7/30/25																					
2	Consultation Tasks (Ongoing)	7/30/25	11/25/26																					
3	Kick-off Meeting (Virtual)	8/6/25	8/6/25																					
4	Prepare Draft NOP / Initial Study	7/30/25	9/26/25																					
5	Lead Agency Review	9/29/25	10/17/25																					
6	Prepare Final NOP / Initial Study	10/20/25	10/30/25																					
7	30-Day Scoping Period	10/31/25	12/1/25																					
8	Scoping Meeting	11/12/25	11/12/25																					
9	Prepare Admin Draft EIR	10/31/25	5/1/26																					
10	Lead Agency Review	5/4/26	6/5/26																					
11	Prepare Screen check Draft EIR / Noticing	6/8/26	6/26/26																					

12	Lead Agency Review	6/29/26	7/10/26																				
13	Prepare Draft EIR / Noticing	7/13/25	7/30/26																				
14	45-Day Public Review	7/31/26	9/14/26																				
15	Prepare Admin Final EIR	9/15/26	10/16/26																				
16	Lead Agency Review	10/19/26	11/6/26																				
17	Prepare Final EIR / MMP / NOD	11/9/26	11/25/26																				
18	Public Hearings (2 each - PC & BOS)	12/3/26	3/23/27																				
19	File NOD	3/24/27	3/24/27																				
				J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

Contractor shall submit invoices for services to County, monthly, detailing the dates and services per task as described in Exhibit A – SCOPE OF WORK. Billable rates, estimated additional expenses, and approximate hours per staff per task are delineated below and shall not exceed contract amount of $299,283.75. Invoices shall be processed for payment within 30 days from the date the invoice was received by the County. Invoices for services provided over 120 days prior to invoicing will not be accepted.

Staff	Hourly Rate
Senior Principal	$295.00
Principal	$275.00
Principal Planner	$245.00
Senior Planner	$225.00
Reg. Prof. Archaeologist	$145.00
Principal Biologist	$245.00
Associate Biologist	$185.00
Desktop Publisher	$175.00
Graphics	$150.00
Production Manager	$165.00
Admin./Production	$125.00
Additional Expenses	**Cost**
Production/Printing Costs	$1,000.00
Travel Costs (mileage, lodging, meals)	$4,000.00
Postal Deliverables	$200.00
Miscellaneous (CNDDB Record Search)	$25.00
Administrative Overhead 15%	$783.75

Task		SR. Principal	Principal	Principal Planner	Senior Planner	Reg. Prof. Archeologist	Principal Biologist	Associate Biologist	Desktop Publisher	Graphics	Production Manager	Admin./ Production	Totals Hours Per Task
1	Project Management	14	0	56	0	0	0	0	0	0	0	4	74
2	Project Kick-off Meeting (Virtual)	2	0	4	0	0	0	0	0	0	0	0	6
3	Review of County Coastal Planning Docs & Tech Studies	2	1	16	24	2	2	4	0	0	0	0	51
4	Prep of CEQA Noticing	1	0	16	4	0	0	0	0	0	1	0	22
5	Notice of Prep and Initial Study												
5.1	Draft Initial Study	6	0	12	20	2	1	0	1	6	1	0	49
5.2	Final Initial Study	2	0	8	10	1	0	0	0	2	1	0	24
5.3	Notice of Preparation	1	0	4	0	0	0	0	0	0	1	0	6
5.4	Scoping Meeting (In-Person)	1	0	14	0	0	0	0	1	0	0	1	17
6	Admin Draft EIR	40	4	150	251	23	8	33	9	25	8	4	555
7	Screencheck Draft EIR	4	0	14	26	1	2	6	1	1	2	1	58
8	Draft EIR	2	1	10	4	1	2	2	1	1	2	1	27
9	Administrative Final EIR	20	1	100	60	8	4	2	1	4	14	0	214
10	Final EIR	12	1	30	10	1	1	1	0	1	6	4	67
11	CEQA Finding of Fact & Statement of Overriding Considerations	2	1	18	0	0	0	0	0	0	1	0	22
12	Public Meetings												
12.1	Two Planning Commission Meetings (In-Person)	2	0	30	0	0	0	0	1	1	0	1	35
12.2	Two Board of Supervisors Meetings (In-Person)	2	0	30	0	0	0	0	1	1	0	1	35
12.3	One Coastal Commission Meeting (Virtual)	1	0	12	0	0	0	0	0	0	0	0	13
Approximate Total Hours per Staff		**114**	**9**	**524**	**409**	**39**	**20**	**48**	**16**	**42**	**37**	**17**	**1275**

[END OF PAYMENT TERMS]

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, CONTRACTOR's indemnity obligations under Paragraph 2 of this Agreement.

CONTRACTOR shall obtain and maintain insurance coverage as follows:

a. Combined single limit bodily injury liability and property damage liability - $1,000,000 each occurrence.

b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - $500,000 each occurrence.

CONTRACTOR shall furnish to COUNTY certificates of insurance evidencing the minimum levels described above.

[END OF INSURANCE REQUIREMENTS]

EXHIBIT D

MENDOCINO COUNTY EPAYABLES INFORMATION

The County of Mendocino is currently making credit card payments to all of our vendors and suppliers who qualify. To qualify, vendors need to currently accept credit card payments. To achieve this more efficient form of payment, the County has partnered with Bank of America and their ePayables credit card program. This electronic initiative will yield many benefits to its participants:

- Expedited receipt of cash – electronic credit card payments provide cash flow benefits by eliminating mail and paper check float
- Elimination of check processing costs
- Remittance data transmitted with payment for more efficient back-end reconciliation
- No collection costs associated with lost or misplaced checks
- Reduced exposure to check fraud
- More efficient handling of exception items
- Fits with existing accounting software – requires no purchase of software, no modifications to existing accounts receivable system and no change to bank accounts.
- Going green with paperless electronic credit card payments help conserve the environment by eliminating printing and mailing of paper checks.

For information regarding the payment process, please email Auditorap@mendocinocounty.gov

RESOLUTION NO. 25-129

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH EMC PLANNING GROUP, INC., IN THE AMOUNT OF $299,283.75 FOR ENVIRONMENTAL REVIEW SERVICES RELATED TO THE COUNTY'S LOCAL COASTAL PROGRAM UPDATE AND AUTHORIZE THE MENDOCINO COUNTY DIRECTOR OF PLANNING AND BUILDING SERVICES TO SIGN ANY AND ALL AMENDMENTS TO THE AGREEMENT THAT WOULD NOT INCREASE THE TOTAL COST OF THE AGREEMENT BEYOND $400,000.00

WHEREAS, the Mendocino County Department of Planning and Building Services ("PBS") has embarked on an update of the County's Local Coastal Program (the "LCP"), which covers the Coastal Zone of Mendocino County, outside of the Town of Mendocino; and

WHEREAS, PBS does not have the time or personnel to effectively perform this project at its current staffing and expertise levels and so undertook requests for proposals to select qualified consultants to assist with the LCP update, including for environmental impact review and reports pursuant to the California Environmental Quality Act; and

WHEREAS, EMC Planning Group, Inc. ("EMC"), provided a proposal stating their qualifications and their ability to perform the work, PBS has determined that EMC is qualified to perform the required work, and, after discussions and negotiations, EMC has agreed to perform the required work under the proposed agreement for a "not-to-exceed" cost of $299,283.75; and

WHEREAS, the County received grant funding for the environmental review component of the LCP update of $400,000.00, so PBS seeks authorization to execute amendments to the proposed Agreement that would not increase the total cost of the proposed Agreement beyond $400,000.00; and

WHEREAS, PBS believes it is prudent to budget for potential amendments to address unanticipated items of work that may arise during the term of the proposed Agreement, and delegate the authority to execute amendments to the Director of Planning and Building Services or designee, so as to allow for timely completion of the work.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors:

1. Approves a Professional Services Agreement with EMC Planning Group, Inc., for environmental impact review and reports for the LCP update; and

2. Authorizes and directs the Chair of the Board of Supervisors to execute said agreement, for a "not-to-exceed" amount of $299,283.75 on behalf of the County; and

3. Authorizes and directs the Director of Planning and Building Services to sign any and all amendments to this agreement that will not increase the total amount of the agreement beyond $400,000.00.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Norvell, and carried this 29th day of July 2025, by the following vote:

AYES: Supervisors Cline, Mulheren, Haschak, Norvell, and Williams
NOES: None
ABSENT: None

WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

ATTEST: DARCIE ANTLE
Clerk of the Board

_____
Deputy

APPROVED AS TO FORM:
CHARLOTTE E. SCOTT
County Counsel

_____

_____
JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

BY: DARCIE ANTLE
Clerk of the Board

_____
Deputy

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3am)

To: BOARD OF SUPERVISORS

From: Planning and Building Services

Meeting Date: July 29, 2025

Department Contact:	Julia Krog	**Phone:**	707-234-6650
Department Contact:	John Burkes	**Phone:**	707-234-6650

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Approval of First Amendment to BOS Agreement No. 25-031 between Toshiba America Business Solutions, Inc. (Toshiba) and Mendocino County Planning and Building Services to Increase the Total Contract Amount To $314,721.00; and Amend The Scope Of Work To Include An Additional 181 boxes, for a Total of 656 Boxes, for Document Imaging Services for Backfile Scanning (Off-Site Files) with a Term Ending on June 30, 2026

Recommended Action/Motion:
Approve first amendment to BOS Agreement No. 25-031 between Toshiba Business Solutions, Inc (Toshiba) and Mendocino County Planning and Building Services to increase the total contract amount to $314,721; amending the scope of work to include an additional 181 boxes, for a total of 656 boxes, for document imaging services for backfile scanning (off-site files) with a term ending on June 30, 2026; authorize the Planning & Building Services Director to sign any future amendments that do not increase the maximum compensation amount; and authorize the Chair to sign same.

Previous Board/Board Committee Actions:
Two similar contracts (and an amendment), both expiring in June of 2025, were approved by the BOS in Fiscal Years 2023-2024 & 2024-2025, This project was broken down into phases as it evolved. Phase 1, agreement numbers 23-172 & 23-172-A1 in the amount of $162,271.40, for the backfile scanning of documents located in the Planning & Building Ukiah office. Phase 2, agreement number 24-133 in the amount of $126,948.40 for the backfile scanning of documents located in the Planning & Building office in Fort Bragg. On April 22, 2025, the BOS approved agreement no. 25-031, in the amount of $226,265.88, which was labeled Phase 3. Phase 3 is for backfile scanning of boxes located offsite at a 3rd party warehouse which, at time of execution, was only estimated to be 475 boxes.

Summary of Request:
The County has standardized the use of DocuWare, document management software, throughout several departments which Toshiba provides and supports. County IT staff and PBS staff have obtained specific training for this software and have worked closely with Toshiba on the implementation and continued improvements for the County.

This amendment to the service contract will be for an additional 181 boxes needing document imaging services, including scanning/converting all hard copy documents into electronic format for records management and retention, making records searchable with quality assurance, and proper maintenance of file

storage consistent with current procedures. As noted previously, Phase 3, aims to incorporate the backlog of files which was previously estimated at 475 boxes and now has been determined to be approximately 656 boxes. Thus, the increase of 181 boxes will result in an increase to the contract amount by $88,455.12, making the full contract amount and estimated $314,721.00.

Alternative Action/Motion:
Do not approve the contract and provide direction to staff.

Strategic Plan Priority Designation: An Effective County Government

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: PS (2852)
current f/y cost: $190,366.32
budget clarification: 862189 PSMCG
annual recurring cost: N/A
budgeted in current f/y (if no, please describe): Yes
revenue agreement: No

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Steve Dunnicliff, Deputy CEO

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk
Date: July 29, 2025

Final Status: **Approved**
Executed Item Type: Agreement
Number: 25-031-A1

Docusign Envelope ID: E6491990-3A83-486E-A947-345B52B6B2D6

TOSHIBA

Statement of Services
Change Order Authorization

This exhibit is hereby incorporated by reference to the Statement of Service ("SOS) and by and between Toshiba America Business Solutions, Inc. ("Contractor" and ("Client").

Associated Project SOS Name: SOS Mendocino County Permits Phase-3 No Transportation 2-13-2025
Associated Terms of Agreement (*Select all that apply*):

- ☒ Toshiba Master Software and Services Agreement - MSSA Mendocino County 8-14-2023
- ☐ Toshiba Elevate Sky Print Management Terms of Use
- ☐ Toshiba Elevate Sky Workflow Terms of Use
- ☐ Toshiba Elevate Sky Translate EULA

Change Order Number: **[SOW No. [68992.CO02] DATE: [May 5, 2025]** *Amended 6-2-2025 to reflect the combined totals of Contractor CO1, and CO2.*

This Statement of Services Change Order Authorization ("COA") is made and entered into by and between **Toshiba America Business Solutions, Inc. ("TABS")**, including its division **Toshiba Business Solutions** ("**Contractor**"), located at 25530 Commercentre Drive, Lake Forest, CA 92630, and **Mendocino County Permits** [**CLIENT**], located at **120 W Fir St Fort Bragg, CA 95437** ("**CLIENT ADDRESS**"), collectively "parties". This COA is hereby incorporated by reference into the Statement of Services ("SOS") between the Parties as of the Effective Date below. This COA shall continue in effect until the termination or expiration of the SOS, unless sooner terminated in accordance with the terms of the SOS or as indicated herein. Parties agree that this COA hereby amends and/or modifies the referenced SOS as follows:

Effective Date: 6-4-2025	
Purpose of Change: Addition of approximately 181 boxes to the 475 reflected in Mendocino County Agreement No. 25-031, MC Page #05, "5.1. Document Scanning Service Details", for a new total of 656 boxes to be picked up and digitized and resulting in a price increase of $88,455.12.	
Change Description (if attachments are necessary, please number sequentially as Appendices) Project Records processing specifications will adhere to the originally agreed-upon project specifications as defined in the SOS referenced herein.	
Estimated Total Price: **$314,721.00** – See the Pricing Details page below which now supersedes original pricing details in Mendocino County Agreement NO. 25-031, MC Page #14, "Estimated Service Fees".	
Facsimile and electronic signatures shall have the same effect as written signatures. The Parties have caused this COA to be executed and each individual whose signature appears below hereby warrants that they are duly authorized to execute this COA on behalf of the Party they represent:	
TOSHIBA	**CLIENT**
Printed Name: **Van Real**	Printed Name: Julia Krog

TOSHIBA

Signature: Signed by: Van Real 41064B0E740B4DE...	Signature: Julia Kropp
Title: **VP of Sales**	Title: Director of Planning and Building Services
Date: 7/7/2025	Date: 7/7/2025

Pricing Details:

Item	Unit	Description	Quantity	Price	Total
GRMTRANSPORT	Each	DS/TRANSPORTATION - CUSTOM CALCULATION PER TRIP	4,850	$1.00	$4,850.00
EDM0408-OS5-WC	Each	DS/DOCUMENT SCANNING – OVER 11" x 17" 5001+ IMAGES	69,700	$1.053	$73,394.10
EDM0403	Each	DS/ADDITIONAL PREP LABOR - PER HOUR	525	$49.54	$26,008.50
EDM0412-WC	Each	DS/INDEXING – PER 1000 KEYSTROKES	865	$6.19	$5,354.35
EDM0401	Each	DS Project Setup	1	$1,453.00	$1,453.00
EDM0403-I	Each	DS/ADDITIONAL INDEXING LABOR - PER HOUR	165	$63.49	$10,475.85
EDM0527	Each	DS/BULK DATA TRANSFER	85	$61.92	$5,263.20
EDM0405-STD2-H-WC	Each	DS/DOCUMENT SCANNING - 8.5" X 11" - 500,001-750,000 IMAGES - HEAVY PREPARATION	343,900	$0.155	$53,304.50
EDM0405-STD3-H-WC	Each	DS/DOCUMENT SCANNING - 8.5" X 11" - 750,001 - 1,000,000 IMAGES - HEAVY PREPARATION	868,500	$0.155	$134,617.50
ESTIMATED PROJECT TOTAL :					**$314,721.00**

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: _____
DEPARTMENT HEAD

Date: 7/7/2025

Budgeted: ☒ Yes ☐ No
Budget Unit: 2852
Line Item: 862189 PSMCG
Org/Object Code: PS-862189
Grant: ☐ Yes ☒ No
Grant No. : N/A

COUNTY OF MENDOCINO

By: _____
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: 07/29/2025

ATTEST:
DARCIE ANTLE, Clerk of said Board

By: _____
Deputy 07/29/2025

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: _____
Deputy 07/29/2025

INSURANCE REVIEW:

By: _____
Risk Management

Date: 07/01/2025

CONTRACTOR/COMPANY NAME

Signed by:
By: Van Real
41084B0E740B4DE...
SIGNATURE

Date: 7/7/2025

NAME AND ADDRESS OF CONTRACTOR:

Toshiba America Business Solutions, Inc.
25530 Commercentre Drive
Lake Forest, CA 92630

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: _____
COUNTY COUNSEL

Date: 07/01/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
Deputy CEO or Designee

Date: 07/01/2025

Signatory Authority: $0-25,000 Department; $25,001- 50,000 Purchasing Agent; **$50,001+ Board of Supervisors**
Exception to Bid Process Required/Completed ☐ _____
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: _____

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3an)

To: BOARD OF SUPERVISORS

From: Planning and Building Services

Meeting Date: July 29, 2025

Department Contact:	Julia Krog	**Phone:**	707-234-6650
Department Contact:	John Burkes	**Phone:**	707-234-6650

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Approval of First Amendment to BOS Agreement No. 24-032 With TJKM And Mendocino County Planning and Building Services to Extend the Termination Date from June 30, 2025, to December 31, 2025

Recommended Action/Motion:
Approve first amendment to BOS Agreement No. 24-032 with TJKM to extend the termination date from June 30, 2025, to December 31, 2025; and authorize Chair to sign same.

Previous Board/Board Committee Actions:
On October 18, 2022, the Board of Supervisors signed Resolution #22-206, authorizing filing of an application for a multi-level update of the local coastal program in the amount of $2,177,399 for Mendocino County and authorized the Chief Executive Officer to execute the grant agreement and submit all documents if awarded. Furthermore, on April 19, 2023, the County entered into grant Agreement No. LCP-22-06, with the California Coastal Commission in the amount of $2,177,399, through December 31, 2026, which specifically calls out details of the grant awarded and the subsequent contracts. On February 27, 2024, the Board of Supervisors approved agreement no. 24-032 in the amount of $280,000 with a term through June 30, 2025, for a Local Coastal Program Coastal Zone Traffic Study and consultant.

Summary of Request:
Approve the first amendment to agreement no. 24-032 to extend the termination date from June 30, 2025, to December 31, 2025.

Alternative Action/Motion:
Do not approve the amendment and provide staff with direction.

Strategic Plan Priority Designation: A Prepared and Resilient County

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Item #: 3an)

Fiscal Details:

source of funding: Grant # LCP-22-06
current f/y cost: $79,971.25
budget clarification: This contract is fully funded by the grant.
annual recurring cost: n/a
budgeted in current f/y (if no, please describe): No
revenue agreement: No

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Steve Dunnicliff, Deputy CEO

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk
Date: July 29, 2025

Final Status: **Approved**
Executed Item Type: Agreement
Number: 24-032-A1

BOS AGREEMENT NO. **24-032-A1**

AMENDMENT **01**

Original Agreement No.	**24-032**

AMENDMENT TO COUNTY OF MENDOCINO
AGREEMENT NO. 24-032

This Amendment to Agreement No. 24-032 is entered into by and between the **COUNTY OF MENDOCINO**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **TJKM**, hereinafter referred to as "CONTRACTOR," the date this Amendment is fully executed by all parties.

WHEREAS, Agreement No. 24-032 was entered into on February 27, 2024 (the "Initial Agreement"); and

WHEREAS, upon execution of this document by COUNTY and CONTRACTOR, this Amendment will become part of the Agreement and shall be incorporated therein; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to extend the termination date from June 30, 2025 to December 31, 2025;

NOW, THEREFORE, we agree as follows:

1. The termination date set out in the Agreement is hereby extended from 06/30/2025 to 12/31/2025.

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

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: _____
DEPARTMENT HEAD

Date: 7/11/2025

Budgeted: ☒ Yes ☐ No

Budget Unit: PB (2851)

Line Item: 862189

Org/Object Code: PB-862189 PBLCP

Grant: ☒ Yes ☐ No

Grant No. : LCP-22-06

CONTRACTOR/COMPANY NAME

By: _____
SIGNATURE

Date: 07/10/2025

NAME AND ADDRESS OF CONTRACTOR:

TJKM

4305 Hacienda Dr. Ste. 550

Pleasanton, CA 94588

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY OF MENDOCINO

By: _____
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: 07/29/2025

ATTEST:
DARCIE ANTLE, Clerk of said Board

By: _____
Deputy 07/29/2025

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: _____
Deputy 07/29/2025

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: _____
COUNTY COUNSEL

Date: 07/09/2025

INSURANCE REVIEW:

By: _____
Risk Management

Date: 07/09/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
Deputy CEO or Designee

Date: 07/09/2025

Signatory Authority: $0-25,000 Department; $25,001- 50,000 Purchasing Agent; **$50,001+ Board of Supervisors**
Exception to Bid Process Required/Completed ☐ _____
Mendocino County Business License: Valid ☐ **Exempt Pursuant to MCC Section:**

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3a0)

To: BOARD OF SUPERVISORS

From: Probation

Meeting Date: July 29, 2025

Department Contact: Izen Locatelli **Phone:** 707-234-6900

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Approval of Agreement with County of Glenn Probation Department to Provide Detention Services for Youth Placed in the Mendocino County Juvenile Hall Effective July 29, 2025, at a Daily Bed Rate of $200 and Reimbursement for Medical Related Expenses, with a Maximum of $250,000 per Fiscal Year

Recommended Action/Motion:
Approve Agreement with County of Glenn Probation Department to provide detention services for youth placed in the Mendocino County Juvenile Hall effective July 29, 2025, at a daily bed rate of $200 and reimbursement for medical related expenses, with a maximum amount of $250,000 per fiscal year; authorize the Chief Probation Officer to sign any future amendments which do not increase the total contract amount; and authorize Chair to sign same.

Previous Board/Board Committee Actions:
None.

Summary of Request:
Glenn County Probation contracts with other counties for their juvenile detention services as they no longer operate a juvenile detention facility in their county. Glenn County Probation requested to enter into a daily bed rate contract with Mendocino County in the event that other counties whom they are contracting with had insufficient bed space to accommodate their needs. This agreement would provide a daily bed rate of $200 on an as-needed basis when Mendocino County Juvenile Hall has available capacity. This is a revenue agreement for Mendocino County. Glenn County will be invoiced on a monthly basis for daily housing as well as other costs such as medical services, medications, etc.

Alternative Action/Motion:
Return to department for additional options or information.

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: N/A
current f/y cost: N/A
budget clarification: JH-826390
annual recurring cost: N/A
budgeted in current f/y (if no, please describe): No
revenue agreement: Yes

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Steve Dunnicliff, Deputy CEO

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk
Date: July 29, 2025

Final Status: **Approved**
Executed Item Type: Interim Agreement
Number: *25-134

AGREEMENT FOR HOUSING OF DETAINED WARDS

THIS AGREEMENT FOR THE HOUSING OF DETAINED WARDS ("Agreement") is made and entered into by the County of Glenn, a political subdivision of the State of California ("Sending County"), and the County of Mendocino, a political subdivision of the State of California ("Receiving County").

WHEREAS, the Sending County has a need for youth detention facilities and desires to place wards detained pursuant to order of its juvenile court in the Mendocino County Juvenile Hall; and

WHEREAS, the County of Mendocino currently operates and maintains a Juvenile Hall in the City of Ukiah, where space may exist in excess of its needs; and

WHEREAS, pursuant to the authority granted under the California Welfare and Institutions Code 872, Sending County desires to transfer, and Receiving County desires to accept, to the extent there exists accommodations in the Receiving County Juvenile Hall facility beyond the needs of Mendocino County, certain individuals under the jurisdiction of the Juvenile Court of the Sending County for purposes of continued detention; and

WHEREAS, the Probation Officer of the Sending County shall consult with Probation Officer of the Receiving County to ascertain that there exist accommodations in the Receiving County Juvenile Hall facility beyond the needs of Mendocino County prior to making a recommendation for transfer of a youth from Sending County to the presiding judge of the Mendocino County juvenile court. If transferred pursuant to California Welfare and Institutions Code 872, Sending County's Juvenile Court shall designate, in accordance with Section 872. the juvenile detention facility in Receiving County as the location for the detention of youth; and

WHEREAS, this agreement memorializes the terms and conditions mutually agreed to between Sending County and Receiving County with respect to the housing of individuals pursuant to the above-referenced statutes, or as required.

NOW, THEREFORE, in consideration of the services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties agree as follows:

1. **TERM.** This Agreement shall commence upon full execution of this agreement, and continue in full force and in effect until terminated as hereinafter provided.

2. **ACCEPTANCE OF YOUTH; HOUSING.** Upon the presentation of an Order of the Sending County's Juvenile Court, or such other documentation as required to the Receiving County's Probation Officer, and completion of Receiving County's admission procedures, Receiving County shall accept from Sending County that person(s) identified by Sending County for transfer, and shall thereafter provide housing as required by California Welfare and Institutions Code and applicable law. All youth from Sending County accepted for placement and placed in Receiving County's Juvenile Hall shall receive the same accommodation and services as Receiving County's youth in accordance with federal, state and local laws and regulations.

3. REFUSAL; RETURN OF INDIVIDUAL. At any time during the term of this Agreement, Receiving County may refuse to accept an individual from Sending County. Receiving County's Probation Officer determines appropriateness of youth placed by Sending County. Further, if at any time during the term of this Agreement, the Receiving County's Probation Officer decides, at their sole and absolute discretion, that the Receiving County can no longer accommodate an individual, the Receiving County may return individual(s) to Sending County. Reasonable notice, determined on the facts and circumstances available, shall be provided if Receiving County will refuse to accept from, or return an individual to, Sending County.

4. COMPENSATION; PAYMENT. In consideration for the housing of any individual, Sending County shall provide compensation to the Receiving County at the rate of Two Hundred and no/100 dollars ($200.00) per day per person ("Daily Rate") through June 30, 2026. In FY26-27, and following years, Sending County shall pay Receiving County a daily rate equaling Receiving County's then calculated cost for housing youth. No later than 60 days prior to each fiscal year, Receiving County will provide the rate for the next fiscal year to Sending County in the form of an addendum of the Agreement.

In no event will the cost to Sending County exceed the maximum sum of $250,000 in any single fiscal year for the cost of all youth transferred to Receiving County for the term of the Agreement. The Daily Rate shall not include expenses associated with:

a. Providing non-routine medical care and treatment (including but not limited to psychotropic medications) to any individual;
b. Providing non-routine dental care and treatment to any individual;
c. Transportation services associated with transferring an individual in or out of the Receiving County;
d. Any good or service, the cost for which is accepted by law.

Sending County agrees to assume sole responsibility for and full reimburse Receiving County for the cost of non-routine medical or dental care that are incurred by Receiving County for programming and services provided to the Youth of Sending County. Any expense not included in the Daily Rate is billed in addition to the Daily Rate. Receiving County shall provide a monthly invoice to Sending County for amounts owed. Amount shall become due upon receipt of invoice. Sending County shall pay all amounts due within 30 days of receipt of invoice.

5. NOTIFICATION IN CIRCUMSTANCES OF EMERGENCY. Receiving County shall notify Sending County as soon as reasonably possible:

a. Upon the occurrence of an unauthorized departure by an individual being housed by the Receiving Party pursuant to this Agreement, or
b. When an individual being housed by the Receiving Party pursuant to this Agreement become seriously ill or injured.

6. INDEMNIFICATION.

a. Each party shall defend, release, hold harmless, and indemnify the other, and the other's respective officers, agents; employees, volunteers or representatives from and

against any and all liability, claims actions, proceedings, losses, injuries, damages or expenses of every name, kind and description, including litigation costs and reasonable attorney's fees incurred in connection therewith. brought for or on account of personal injury (including death) or damage to property, arising out of or obligations required of that party under the Agreement. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or work product privilege.

b. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and deposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or work product privilege.

7. TERMINATION. Either party may terminate this Agreement upon 30 days written notice to the other party.

8. MODIFICATION. No modification or waiver of any provisions of the Agreement shall be effective unless waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific stance for which given.

9. COURT DOCUMENTATION. Sending County shall be responsible for providing confirmed Court orders committing individuals to the Juvenile Hall, dispositional report committing individuals to the Juvenile Hall, and consent to medical treatment signed by a parent, legal guardian or Juvenile Court Judge upon transportation to Receiving County's Juvenile Hall.

10. CONFIDENTIALITY; MAINTENANCE OF CONFIDENTIAL INFORMATION. The intent of this Agreement is for the Receiving County to provide housing for Sending County's wards in Receiving County's Juvenile Hall as described above. However, should specific information regarding the Sending County's wards become known to Receiving County. the following confidentiality rules shall apply:

a. Receiving County 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 Procedure (MPP) Division 19, which provide that:

i. All applications and records concerning any individual made or kept by Contract shall be confidential and shall not be open for examination for any purpose not directly connected to the administration of this program.

ii. 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.

iji. 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. Receiving County 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 is guilty of a misdemeanor.

c. Receiving County shall ensure all employees, volunteers, agents, and officers comply with Welfare and Institutions Code section 827 et seq. regarding confidential nature of youth case files, and shall inform all employees, agents, and officers that any person knowingly and intentionally violating such is guilty of a misdemeanor. During the term of this agreement, both parties may have access to information that is confidential. Both parties agree not to 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 Receiving County agrees to protect the confidentiality of any and all patient, client, or resident medical information, which may be viewed in the process of doing their contracted services. The Receiving County understands that they are subject to all the confidentiality requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPPA), 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.

11. ASSIGNMENT. The rights and obligations associated with this Agreement may not be assigned to any other party with the prior written consent of the parties. Any attempted or purported assignment is void and of no legal effect.

12. WAIVER. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure. fight or remedy. No waiver of any breach, failure, right or remedy, shall be deemed a waiver of any other breach, failure, right or remedy. whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

13. INSURANCE. Sending County and Receiving County shall each secure and maintain in full force and effect during the full term of this agreement commercial general liability insurance or participation in a self-insurance program, including coverage for owned and non-owned automobiles and other insurance necessary to protect the public with limits of liability of not less than $1 million combined single limit body injury and property damage. Policies shall be written by carriers reasonably satisfactory to each party. On request, a certificate evidencing the insurance requirements of this paragraph shall be provided.

14. BINDING. The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties, and each party's successors and assigns.

15. AMENDMENTS. No amendment to this Agreement is effective unless such amendment is in writing and signed by all parties.

16. SEVERABILITY. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

17. NOTICES. All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal Delivery: When personally delivery to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office of mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective upon receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for the purpose of giving notice are as follows:

SENDING COUNTY:
County of Glenn
Glenn County Probation Dept.
541 West Oak Street
Willows, CA 95988
Attn: Brandon D. Thompson
Chief Probation Officer

RECEIVING COUNTY:
County of Mendocino
Mendocino County Probation Dept
585 Low Gap Road
Ukiah, CA 95482
Attn: Izen Locatelli
Chief Probation Officer

Any incorrectly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

18. CHOICE OF LAW. This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the lass of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

19. VENUE. All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.

20. TIME IS OF THE ESSENCE. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allow jn this Agreement.

21. AUTHORITY. Signatories to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated.

22. ENTIRE AGREEMENT. This Agreement, including a!! attachments, exhibits. and any other documents incorporated into this Agreement, shall constitute the entire agreement between Receiving County and Sending County relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements. written or oral. between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written documents signed by both parties. In the event of a conflict between the body of this Agreement and any Exhibits. the provisions in the body of this Agreement shall control.

23. ELECTRONIC COPY. The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed. and shall have the same legal force and effect as an original document.

24. SURVIVAL. The obligations of this Agreement, which by their nature would continue beyond the termination or expiration of the Agreement, including, without limitation, the obligations regarding Indemnification (Section 7) shall survive termination or expiration for two (2) years.

25. ATTORNEY'S FEES. In any action to enforce or interpret the terms of this Agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

IN WITNESS WHEREOF, The COUNTY OF GLENN and COUNTY OF MENDOCINO have executed this Agreement, this 29th day of July ,2025.

"SENDING COUNTY"
COUNTY OF GLENN

Brandon D. Thompson
Chief Probation Officer

8/5/2025
Date

APPROVED AS TO FORM:
Margaret Long
County Counsel

By: Assistant

DATE: 7/30/25

COUNTY OF GLENN

CHAIR, Board of Supervisors

DATE:

ATTEST:
SCOTT DE MOSS
Clerk to the Board of Supervisors

By:

DATE: 7-29-2025

BUDGETED: No
BUDGET UNIT: 2550
LINE ITEM: 82-6390
GRANT: No

"RECEIVING COUNTY"
COUNTY OF MENDOCINO

See Page 8
Izen Locatelli
Chief Probation Officer

Date

APPROVED AS TO FORM:
County Counsel

By: See Page 8

INSURANCE REVIEW:

By: See Page 8
Risk Management

Date:

EXECUTIVE OFFICE/FISCAL REVIEW

By: See Page 8
Deputy CEO or Designee

Date:

COUNTY OF MENDOCINO

BY: See Page 8
Chair
BOARD OF SUPERVISORS

Date:

ATTEST:
DARCIE ANTLE, Clerk of said Board

By: See Page 8
Deputy

Date:

IN WITNESS WHEREOF, The COUNTY OF GLENN and COUNTY OF MENDOCINO have executed this Agreement, this 29th day of July ,2025.

"SENDING COUNTY"
COUNTY OF GLENN

See Page 7
Brandon D. Thompson
Chief Probation Officer

Date

APPROVED AS TO FORM:
Margaret Long
County Counsel

By: See Page 7

DATE:

COUNTY OF GLENN

See Page 7
CHAIR, Board of Supervisors

DATE:

ATTEST:
SCOTT DE MOSS
Clerk to the Board of Supervisors

By: See Page 7

DATE:

BUDGETED: No
BUDGET UNIT: 2550
LINE ITEM: 82-6390
GRANT: No

"RECEIVING COUNTY"
COUNTY OF MENDOCINO

Izen Locatelli
Chief Probation Officer

7/7/25
Date

APPROVED AS TO FORM:
County Counsel

By:
07/03/2025

INSURANCE REVIEW:

By:
Risk Management

Date: 07/03/2025

EXECUTIVE OFFICE/FISCAL REVIEW

By:
Deputy CEO or Designee

Date: 07/03/2025

COUNTY OF MENDOCINO

BY:
Chair
BOARD OF SUPERVISORS

Date: 07/29/2025

ATTEST:
DARCIE ANTLE, Clerk of said Board

By:
Deputy
Date: 07/29/2025

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3ap)

To: BOARD OF SUPERVISORS

From: Public Health

Meeting Date: July 29, 2025

Department Contact: Jenine Miller **Phone:** 707-472-2341

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Adoption of Resolution Authorizing the County of Mendocino's Director of Health Services to Sign Fifth Amendment No. 22-10260 A05 to Revenue Agreement No. 22-10260 with the State of California, Department of Public Health, Women, Infants and Children (WIC) Program Division, in the Amount of $59,788 for a Total of $3,518,452, to Provide Nutrition Education for WIC for Federal Fiscal Years 2022-25

Recommended Action/Motion:
Adopt Resolution authorizing the County of Mendocino's Director of Health Services to sign fifth Amendment No. 22-10260 A05 to Revenue Agreement No. 22-10260 with the State of California, Department of Public Health, Women, Infants and Children (WIC) Program Division in, the amount of $59,788 for a total of $3,518,452, to provide nutrition education for WIC for federal fiscal years 2022-25; and authorize Chair to sign same.

Previous Board/Board Committee Actions:
September 20, 2022, Item 3(n), Approval of Agreement No. BOS-22-236.
June 20, 2023, Item 3(z), Approval of First Amendment No. BOS-22-236-A1.
September 26, 2023, Item 3(w), Ratification of Second Amendment No. PH-23-033.
April 23, 2024, Item 3(aj), Approval of Second Amendment No. BOS-22-236-A2.
June 25, 2024, item 3(ba), Approval of Proclamation of Second Amendment No 22-236-A2
October 22, 2024, item 3(t), Approval of Third Amendment to BOS Agreement No. 22-236 (Fourth Amendment No. 22-10260 A04 to Revenue Agreement No. 22-10260)
March 22, 2025, item 3(m), Approval of Fourth Amendment to BOS Agreement No. 22-236 (Fifth Amendment No. 22-10260 A05 to Revenue Agreement No. 22-10260)

Summary of Request:

This resolution previously went before the Board of Supervisors on March 25, 2025, but had to be resubmitted for approvals after some required changes were made by CDPH prior to signing the version that was reviewed previously, which is the reason that it has been submitted for approval a second time.

The California Department of Public Health (CDPH) provides funds to the Women, Infants and Children (WIC) program to support nutrition education and vouchers for nutritious foods to pregnant and breastfeeding women and their children who qualify for WIC services. Services that are provided include, but may not be limited to: designating supplemental foods for eligible participants; providing nutrition education to all adult participants

and to parents or caretakers of infant and child participants; providing breastfeeding promotion-related activities to appropriate WIC participants; developing an annual nutrition service plan; informing the public of availability of all services provided by WIC; providing health referral services where applicable; and verifying participant eligibility. WIC provides these supportive services at nine locations throughout the County.

In May 2022, County of Mendocino, Public Health (PH) submitted a Contract Application to CDPH for WIC services funding; on July 25, 2022, PH received the award Agreement from CDPH; and on September 20, 2022, the Mendocino County Board of Supervisors (BOS) executed the Agreement as No. BOS-22-236, in the amount of $3,336,315, to support essential WIC program services across Mendocino County for a three-year term, through September 30, 2025. In March 2023, PH received a first Amendment to Agreement No. BOS-22-236; and on June 20, 2023, the BOS executed this first Amendment as No. BOS-22-236-A1, increasing the amount by $63,906, for a new total of $3,400,221.

In early 2023, PH was notified by CDPH of a forthcoming second Amendment to increase the awarded amount by $9,467 per year, for a total increase of $28,401, for a new overall total of $3,428,622. PH submitted the second Amendment packet to CDPH on April 3, 2023; and on September 26, 2023, the BOS executed this second Amendment as No. PH-23-033, increasing the amount by $28,401, for a new total of $3,428,622.

On April 23, 2024, PH submitted a third Amendment to Agreement No. BOS-22-236. The BOS executed this third Amendment as No. BOS-22-236-A2, increasing the amount by $25,308, for a new total of $3,453,930.

By October 22,2024, PH submitted a fourth amendment to Agreement No 22-10260-A04. The BOS executed the fourth amendment, increasing the amount by $4,734 for a new total of $3,458,664.00
The proposed Resolution authorizes the County of Mendocino Director of Health Services to Sign for the CDPH Revenue agreement, fifth Amendment No 22-10260- A05 CDPH WIC for a new total amount of $3,518,452.00

Alternative Action/Motion:
Return to staff for alternative handling

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: BU 0418; 82-5970; UN, UNBFP
current f/y cost: $3,518,452.00 for the full term of the agreement
budget clarification: N/A
annual recurring cost: N/A
budgeted in current f/y (if no, please describe): Yes
revenue agreement: Yes

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Tony Rakes, Deputy CEO

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk
Date: July 29, 2025

Final Status: **Adopted**
Executed Item Type: Resolution
Number: 25-130
Executed Item Type: Interim Agreement
Number: *22-236-A5

RESOLUTION NO. 25-130

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS SUPERVISORSTO AUTHORIZE THE DIRECTOR OF MENDOCINO COUNTY'S PUBLIC HEALTH TO SGN AS AN AGENT ON BEHALF OF THE COUNTY OF MENDOCINO FOR THE STATE OF CALIFORNIA, DEPARTMENT OF PUBLIC HEALTH, WOMEN INFANTS AND CHILDREN (WIC) PROGRAM DIVISION AMENDMENT #22-10260 A05 FOR FISCALS YEARS2022-2025

WHEREAS, the Board of Supervisors (Board) of the County of Mendocino has reviewed the proposed fifth Amendment between the State of California Department of Public Health(Women, Infant, and Children (CDPH/WIC) and the County of Mendocino (Department f Public Health, Women,, Infants and children (M C/PH WIC); and

WHEREAS, the Board acknowledges the benefits and responsibilities to be shared by both parties to said Amendment;; and

WHEREAS fifth Amendment No, 2-10260 A05 for a total amount of $3,518,452..00 provides funds to the MC/Ph WIC program for nutrition education and vouchers to improve the health status of eligible participants, by providing nutritious foods to supplement diets. The MC/PH WIC program also provides information on healthy eating, breastfeeding support, referrals to other healthcare services, and other services the support the families.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors of the County of Mendocino hereby authorize said fifth Amendment as stated above; and hereby authorizes the County of Mendocino's Director of Health Services or designee to sign and execute said fifth Amendment and any future Amendments that do not increase the maximum amount.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Norvell, and carried this 29th day of July 2025, by the following vote:

AYES: Supervisors Cline, Mulheren, Haschak, Norvell, and Williams
NOES: None
ABSENT: None

WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

ATTEST: DARCIE ANTLE
Clerk of the Board

Deputy

JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

BY: DARCIE ANTLE
Clerk of the Board

Deputy

APPROVED AS TO FORM:
CHARLOTTE E. SCOTT
County Counsel

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT - AMENDMENT

SCO ID: 4265-2210260-A5

BOS Agreement *22-236-A5

STD 213A (Rev. 4/2020)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 PAGES

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
22-10260	A05	

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

CONTRACTING AGENCY NAME
California Department of Public Health

CONTRACTOR NAME
County of Mendocino

2. The term of this Agreement is:

START DATE
October 1, 2022

THROUGH END DATE
September 30, 2025

3. The maximum amount of this Agreement after this Amendment is:
$ 3,518,452.00 Three Million Five Hundred Eighteen Thousand Four Hundred Fifty-Two Dollars

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

I. This amendment increases the contract by $59,788.00, changing the total amount to read $3,518,452.00, to better support the Contractor's needs.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
County of Mendocino

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
1120 South Dora Street	Ukiah	CA	95482

PRINTED NAME OF PERSON SIGNING	TITLE
Jenine Miller	Public Health Director

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
	6/30/25

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
California Department of Public Health

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
1616 Capitol Avenue, Suite 74.262, MS 1802, PO Box 997377	Sacramento	CA	95899

PRINTED NAME OF PERSON SIGNING	TITLE
Joseph Torrez	Chief, Contracts Management Unit

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)

II. Exhibit B, Budget Detail and Payment Provisions, Provision 1.F has been revised as follows:

F. Amounts Payable

The amounts payable under this Agreement shall not exceed:

~~$ 3,458,664.00~~ **$ 3,518,452.00** for the budget period of 10/01/2022 through 09/30/2025.

III. Exhibit B, Attachment I, Budget Detail has been replaced in its entirety.

IV. Exhibit B, Attachment II, Facility Costs has been replaced in its entirety.

V. Exhibit C, GTC 04/2017 has been replaced with Exhibit C, GTC 02/2025. This exhibit is hereby incorporated by reference and made part of this agreement as if attached hereto. It can be viewed at https://www.dgs.ca.gov/OLS/Resources.

VI. Exhibit D, Special Terms and Conditions has been replaced in its entirety.

Exhibit B, Attachment I
Budget Detail
October 1, 2022 - September 30, 2025

PERSONNEL WIC Position Title	Exhibit A, SOW 8	Exhibit A, Attach I	Minimum Base Annual Salary	Amended Minimum Base Annual Salary	Maximum Base Annual Salary	Amended Maximum Base Annual Salary	Year 1 10/1/2022 - 9/30/2023 FTE	Year 1 Budgeted Amount	Year 2 10/1/2023 - 9/30/2024 FTE	Year 2 Budgeted Amount	Year 3 10/1/2024 - 9/30/2025 FTE	FTE Adj.	Amended FTE	Year 3 Budgeted Amount	Budget Adj.	Amended Budgeted Amount	Total	Total Budget Adj.	Amended Total
WIC Director ②	1, 22, 26	1,2,3,4,5	90,896		111,000		1.00	110,915	1.00	112,694	1.00		1.00	112,694		112,694	336,303	-	336,303
Nutritionist - Nutrition Education Coordinator ①	3,4,7,8,10,15	1,2,3,4,5	61,027		74,194		1.00	67,288	1.00	70,854	1.00		1.00	74,299		74,299	212,441	-	212,441
Nutritionist - Breastfeeding Coordinator ①	3,4,7,8,10,15	1,2,3,4,5	61,027		74,194		1.00	67,418	1.00	73,362	1.00		1.00	76,928		76,928	217,708	-	217,708
WIC Nutrition Assistant - Ukiah ①	3,6,8,9,10,15	1,2,3,4,5	41,080		51,500		1.00	51,433	1.00	40,056	1.00		1.00	41,955		41,955	133,444	-	133,444
WIC Nutrition Assistant - Local Vendor Liason ① ②	3,8,10,15	1,2,3,4,5,6	41,080		54,000		1.00	53,940	1.00	54,513	1.00		1.00	54,513		54,513	162,966	-	162,966
WIC Nutrition Assistant - Farmers' Market Nutrition Program Coordinator ①	1,3,6,8,9,10,15	1,2,3,4,5,7	37,211		47,000		1.00	46,714	1.00	56,576	1.00		1.00	56,576		56,576	159,866	-	159,866
WIC Nutrition Assistant ①	3,6,8,9,10,15	1,2,3,4,5	37,211		45,240		1.00	41,377	1.00	40,056	1.00		1.00	41,955		41,955	123,388	-	123,388
Office Assistant ①	1,4,6,8,9,17,18,20	4	31,366		38,105		1.00	35,461	1.00	48,751	1.00		1.00	50,540		50,540	134,752	-	134,752
Breastfeeding Peer Counselor Program Coordinator ①	1,15,26	4, 8	55,058		66,914		1.00	60,694	0.50	34,122	0.50		0.50	34,122		34,122	128,938	-	128,938
Breastfeeding Peer Counselor - Ukiah ①	15,26	4, 8	37,690		45,822		0.50	20,038	0.50	21,244	0.50		0.50	22,214		22,214	63,496	-	63,496
Breastfeeding Peer Counselor - Fort Bragg ① ②	15,26	4, 8	37,690		45,822		0.50	22,358	0.50	21,673	0.50		0.50	22,644		22,644	66,675	-	66,675
													0.00			-	-	-	-
													0.00			-	-	-	-
													0.00			-	-	-	-
Overtime ③																-	-	-	-
Salaries and Wages								577,636		573,901				588,440	-	588,440	1,739,977	-	1,739,977
Total FTE							10.00		9.50		9.50	0.00	9.50						
Fringe Benefits ④							Percent	Budgeted Amount	Percent	Budgeted Amount	Percent		Amended Percent	Budgeted Amount	Budget Adj.	Amended Budgeted Amount	Total	Total Budget Adj.	Amended Total
							59.06700%	341,192	57.56000%	330,337	57.16000%			336,352	-	336,352	1,007,881	-	1,007,881
TOTAL PERSONNEL (paid by State WIC contract)								918,828		904,238				924,792	-	924,792	2,747,858	-	2,747,858
Total In-Kind for Personnel ⑫																-	-	-	-
OPERATING	Exhibit A, SOW 8	Exhibit A, Attach I						Budgeted Amount		Budgeted Amount				Budgeted Amount	Budget Adj.	Amended Budgeted Amount	Total	Total Budget Adj.	Amended Total
General Expenses ⑤	5-7,17-21,23	1-10						57,912		52,806				35,415	39,563	74,978	146,133	39,563	185,696
Travel ⑥	8	1-10						6,000		5,367				3,000	6,725	9,725	14,367	6,725	21,092
Training	4,5,7,17,21,23	1-10						4,000		10,000				6,367	4,008	10,375	20,367	4,008	24,375
Outreach/Media/Promotion	17	1-10						20,000		40,000				40,000		40,000	100,000	-	100,000
Facility Costs (see Exhibit B, Attach II for breakdown) ⑦	11,23	1-10						9,336		20,700				20,700	9,492	30,192	50,736	9,492	60,228
TOTAL OPERATING (paid by State WIC contract)								97,248		128,873				105,482	59,788	165,270	331,603	59,788	391,391
Total In-Kind for Operating ⑫																-	-	-	-
CAPITAL EXPENDITURES ⑧ (Unit Cost of $5,000 or More)	Exhibit A, SOW 8	Exhibit A, Attach I						Budgeted Amount		Budgeted Amount				Budgeted Amount	Budget Adj.	Amended Budgeted Amount	Total	Total Budget Adj.	Amended Total
Equipment ⑨	6,17,18,20,21	1-10													-	-	-	-	-
Vehicles ⑩	8,17-19	1-10													-	-	-	-	-
TOTAL CAPITAL EXPENDITURES (paid by State WIC contract)								-		-				-	-	-	-	-	-
Total In-Kind for Capital Expenditures ⑫																-	-	-	-
OTHER COSTS ⑪	Exhibit A, SOW 8	Exhibit A, Attach I						Budgeted Amount		Budgeted Amount				Budgeted Amount	Budget Adj.	Amended Budgeted Amount	Total	Total Budget Adj.	Amended Total
																-	-	-	-
															-	-	-	-	-
															-	-	-	-	-
TOTAL OTHER COSTS (paid by State WIC contract)								-		-				-	-	-	-	-	-
Total In-Kind for Other Costs ⑫																-	-	-	-
INDIRECT							Percent	Budgeted Amount	Percent	Budgeted Amount	Percent		Amended Percent	Budgeted Amount	Budget Adj.	Amended Budgeted Amount	Total	Total Budget Adj.	Amended Total
Total Personnel Costs							13.80000%	126,798	13.80000%	124,784	13.80000%			127,621	-	127,621	379,203	-	379,203
TOTAL INDIRECT (paid by State WIC contract)								126,798		124,784				127,621	-	127,621	379,203	-	379,203
Total In-Kind for Indirect ⑫																-	-	-	-
TOTAL BUDGET (paid by State WIC contract)								$ 1,142,874		$ 1,157,895				$ 1,157,895	$ 59,788	$ 1,217,683	$ 3,458,664	$ 59,788	$ 3,518,452
Total In-Kind for All Budget Line-Items ⑫								$ -		$ -				$ -	$ -	$ -	-	-	-

Contract Year:	Year 1	Year 2	Year 3
Contract Amount:	$ 1,142,874	$ 1,157,895	$ 1,217,683
Funding Changes:	$ -	$ -	$ 59,788
Checks/Balances:	$ -	$ -	$ -

*All costs will be reviewed by CDPH for approval

① Bilingual - Positions that receive Bilingual pay may show a higher budgeted amount. Justification and back-up documentation will be kept on file.

② Additional Pay (i.e., Longevity, Retention, Differential, 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 - Include 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.

⑫ In-Kind - Funds provided by the Parent Agency to cover WIC Program costs not included in the WIC Budget.

Exhibit B, Attachment II
Facility Costs
October 1, 2022 - September 30, 2025

Total Facility Costs:				Year 1 Total		Year 2 Total				Year 3 Total	Year 3 Amended Total
$ 60,228				$ 9,336		$ 20,700				$ 20,700	$ 30,192
Site Street Address, City, State & Zip Code	Type of Space (i.e., Clinic or Satellite Site, Admin, Training Center, Warehouse, Storage)	Total Square Footage	Total Cost of Site Per Month	Total Site Cost Per Year	Total Cost of Site Per Month	Total Site Cost Per Year	Total Cost of Site Per Month	Total Cost of Site Per Month Adj.	Amended Total Cost of Site Per Month	Total Site Cost Per Year	Amended Total Site Costs Per Year
13500 Airport Rd., Boonville, CA 95415	Satellite Clinic	300	-	-	-	-	-	-	-	-	-
200 main St., Pt Arena, CA 95468	Satellite Clinic	400	-	-	-	-	-	-	-	-	-
120 W. Fir St., Ft Bragg, CA 95437	Clinic	750	-	-	575	6,900	575	189	764	6,900	9,168
50 Branscomb Rd., laytonville, CA 95454	Satellite Clinic	200	662	7,944	-	-	-	201	201	-	2,412
1120 S. Dora St., Ukiah, CA 95482	Clinic, Admin	1000	-	-	575	6,900	575	201	776	6,900	9,312
472 E. Valley St., Willits, CA 95490	Clinic	300	116	1,392	575	6,900	575	200	775	6,900	9,300
39144 Ocean Dr., Gualala, CA 95445	Satellite Clinic	200	-	-	-	-	-	-	-	-	-
1640 S. State St., Ukiah, CA 95482	Satellite Clinic	200	-	-	-	-	-	-	-	-	-
275 Hospital Dr., Ukiah, CA 95482	Clinic	200	-	-	-	-	-	-	-	-	-

General Terms and Conditions (GTC 02/2025)

EXHIBIT C

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

    Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

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

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

    a. The Government Code Chapter on Antitrust claims contains the following definitions:

        1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

        2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

    b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

    c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

    d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

    a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

    b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

    a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

    b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

21. GENERATIVE AI DISCLOSURE OBLIGATIONS:

a. The following terms are in addition to the defined terms and shall apply to the Contract:

1) "Generative AI (GenAI)" means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)

b. Contractor shall immediately notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

c. Notification shall be provided to the State designee identified in this Contract.

d. At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.

e. If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.

f. The State, at its sole discretion, may consider Contractor's failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

Exhibit D
Special Terms and Conditions
(Rev 02/2025)

(For Cooperative Agreement in accordance with HSC 38070)

The provisions herein apply to this Agreement unless the provisions are removed by reference, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

Index of Special Terms and Conditions

1. Procurement Rules	11. Officials Not to Benefit
2. Equipment Ownership / Inventory / Disposition	12. Prohibited Use of State Funds for Software
3. Subcontract Requirements	13. Contract Uniformity (Fringe Benefit Allowability)
4. Income Restrictions	14. Cancellation
5. Site Inspection	15. Executive Order N-6-22 Economic Sanctions
6. Intellectual Property Rights	
7. Prior Approval of Training Seminars, Workshops or Conferences	
8. Confidentiality of Information	
9. Documents, Publications, and Written Reports	
10. Dispute Resolution Process	

1. Procurement Rules

(Applicable to all agreements in which equipment, property, commodities and/or supplies are furnished by CDPH or expenses for said items are reimbursed with state or federal funds.)

a. **Equipment definitions**

Wherever the term equipment /property is used, the following definitions shall apply:

(1) **Major equipment/property**: A tangible or intangible item having a base **unit cost of $5,000 or more** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.

(2) **Minor equipment/property**: A tangible item having a base **unit cost of less than $5,000** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement.

b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through g of this provision. Paragraph c of this provision shall also apply, if equipment purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

c. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment and services related to such purchases for performance under this Agreement.

(1) Equipment purchases shall not exceed $50,000 annually.

To secure equipment above the annual maximum limit of $50,000, the Contractor shall make arrangements through the appropriate CDPH Program Contract Manager, to have all remaining equipment purchased through CDPH's Purchasing Unit. The cost of equipment purchased by or through CDPH shall be deducted from the funds available in this Agreement. Contractor shall submit to the CDPH Program Contract Manager a list of equipment specifications for those items that the State must procure. The State may pay the vendor directly for such arranged equipment purchases and title to the equipment will remain with CDPH. The equipment will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the CDPH Program Contract Manager, in writing, of an alternate delivery address.

(2) All equipment purchases are subject to paragraphs d through g of this provision. Paragraph b of this provision shall also apply, if equipment purchases are delegated to subcontractors that are either a government or public entity.

(3) Nonprofit organizations and commercial businesses, shall use a procurement system that meets the following standards:

(a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.

(b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.

(c) Procurements shall be conducted in a manner that provides for all of the following:

[1] Avoid purchasing unnecessary or duplicate items.

[2] Equipment solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.

[3] Take positive steps to utilize small and veteran owned businesses.

d. Unless waived or otherwise stipulated in writing by CDPH, prior written authorization from the appropriate CDPH Program Contract Manager will be required before the Contractor will be reimbursed for any purchase **exceeding** $5,000 or more for commodities, supplies, equipment, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by CDPH, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.

e. In special circumstances, determined by CDPH (e.g., when CDPH has a need to monitor certain purchases, etc.), CDPH may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. CDPH reserves the right to either deny claims for reimbursement or to request repayment for any Contractor purchase that CDPH determines to be unnecessary in carrying out performance under this Agreement.

f. The Contractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor at any time.

g. For all purchases, the Contractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor for inspection or audit.

2. Equipment Ownership / Inventory / Disposition

(Applicable to agreements in which equipment and/or property is furnished by CDPH and/or when said items are purchased or reimbursed with state)

a. Wherever the terms equipment and/or property are used in this provision, the definitions in provision 1, paragraph a., shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement shall be considered state equipment and the property of CDPH.

(1) CDPH requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by CDPH or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor shall report the receipt to the CDPH Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by CDPH's Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with CDPH Funds) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager.

(2) If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or property to the CDPH Program Contract Manager using a form or format designated by CDPH's Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of CDPH-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager. Contractor shall:

(a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).

(b) Submit the inventory report to CDPH according to the instructions appearing on the inventory form or issued by the CDPH Program Contract Manager.

(c) Contact the CDPH Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by CDPH's Asset Management Unit.

b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.

c. Unless otherwise stipulated, CDPH shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.

d. The Contractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.

(1) In administering this provision, CDPH may require the Contractor to repair or replace, to CDPH's satisfaction, any damaged, lost or stolen state equipment and/or property. Contractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the CDPH Program Contract Manager.

e. Unless otherwise stipulated by the program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, shall only be used for performance of this Agreement or another CDPH agreement.

f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the CDPH Program Contract Manager and shall, at that time, query CDPH as to the requirements, including the manner and method, of returning state equipment and/or property to CDPH. Final disposition of equipment and/or property shall be at CDPH expense and according to CDPH instructions. Equipment and/or property disposition instructions shall be issued by CDPH immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, CDPH may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different CDPH agreement.

g. **Motor Vehicles**

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH under this Agreement.)

(1) If motor vehicles are purchased/reimbursed or furnished by CDPH under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor shall return such vehicles to CDPH and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to CDPH.

(2) If motor vehicles are purchased/reimbursed or furnished by CDPH under the terms of this Agreement, ***the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner***. The Contractor shall only use said vehicles for the performance under the terms of this Agreement.

(3) The Contractor agree that all operators of motor vehicles, purchased/reimbursed or furnished by CDPH under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.

(4) If any motor vehicle is purchased/reimbursed or furnished by CDPH under the terms of this Agreement, the Contractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's possession:

Automobile Liability Insurance

(a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of $1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, to the Contractor.

(b) The Contractor shall, as soon as practical, furnish a copy of the certificate of insurance to the CDPH Program Contract Manager. The certificate of insurance shall identify the CDPH contract or agreement number for which the insurance applies.

(c) The Contractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to CDPH.

(d) The Contractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.

(e) The Contractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:

[1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State.

[2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.

[3] The insurance carrier shall notify CDPH, in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.

(f) The Contractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by CDPH, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.

(g) In the event the Contractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, CDPH may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

3. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services exceeding $5,000 for any artices, supplies, equipment, or services. The Contractor shall obtain at least three competive quatations which should be submitted or adequate justification provided for the absence of bidding.

b. CDPH reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.

(1) Upon receipt of a written notice from CDPH requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by CDPH.

c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) exceeding $5,000 are subject to the prior review and written approval of CDPH.

d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by CDPH, make copies available for approval, inspection, or audit.

e. CDPH assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.

f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.

g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement

and shall be the subcontractor's sole point of contact for all matters related to the performance and payment during the term of this Agreement.

h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from CDPH to the Contractor, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

4. Income Restrictions

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to CDPH, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by CDPH under this Agreement.

5. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the services performed.

6. Intellectual Property Rights

a. Ownership

(1) Except as set forth below and except where CDPH has agreed in a signed writing to accept a license, CDPH shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. Notwithstanding the foregoing or any other language in this Agreement, Contractor and not CDPG shall own Intellectual Property relating to any clinical lab test or lab assay that is made, conceived, derived from or rduced to practice by contractor, reqardless of whether it results directly /indirectly from this Agreement ("Clinical Tests or Assays")

(2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

(a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.

(3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of CDPH's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of CDPH's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of CDPH. **Except as otherwise set forth herein, neither the Contractor nor CDPH shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to CDPH, Contractor agrees to abide by all license and confidentiality restrictions applicable to CDPH in the third-party's license agreement.

(4) Contractor agrees to cooperate with CDPH in establishing or maintaining CDPH's exclusive rights in the Intellectual Property, and in assuring CDPH's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to CDPH all rights, title and interest in Intellectual Property other than Clinical Tests or Labe Assays made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or CDPH and which result directly or indirectly from this Agreement or any subcontract.

(5) Contractor further agrees to assist and cooperate with CDPH in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce CDPH's Intellectual Property rights and interests.

b. Retained Rights / License Rights

(1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to CDPH, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.

(2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of CDPH or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

c. Copyright

(1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDPH to any work product made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.

(2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, shall include CDPH's notice of copyright, which shall read in 3mm or larger typeface: "© *[Enter Current Year e.g., 2014, etc.]*, Department of Public Health. This material may not be reproduced or

disseminated without prior written permission from the Department of Public Health." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining CDPH's prior written approval; and (ii) granting to or obtaining for CDPH, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon the these terms is unattainable, and CDPH determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to CDPH.

e. Warranties

(1) Contractor represents and warrants that:

(a) It is free to enter into and fully perform this Agreement.

(b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.

(c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.

(d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

(e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.

(f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to CDPH in this Agreement.

(g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

(h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

(2) CDPH MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

f. Intellectual Property Indemnity

(1) Contractor shall indemnify, defend and hold harmless CDPH and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of CDPH's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. CDPH reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against CDPH.

(2) Should any Intellectual Property licensed by the Contractor to CDPH under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve CDPH's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to CDPH. CDPH shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or

settlement of the claim, Contractor may obtain the right for CDPH to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, CDPH shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

(3) Contractor agrees that damages alone would be inadequate to compensate CDPH for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges CDPH would suffer irreparable harm in the event of such breach and agrees CDPH shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

g. Survival

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

7. Prior Approval of Training Seminars, Workshops or Conferences

Contractor shall obtain prior CDPH approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor in order to conduct routine business matters.

8. Confidentiality of Information

The Contractor and its employees, agents, or subcontractors shall:

a. Protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.

b. Not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.

c. Promptly transmit to the CDPH Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.

d. Not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than CDPH without prior

written authorization from the CDPH Contract Manager, except if disclosure is required by State or Federal law.

e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

f. As deemed applicable by CDPH, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

9. Documents, Publications and Written Reports

(Applicable to agreements over $5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds $5,000.

10. Dispute Resolution Process

a. A Contractor grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Contractor and CDPH, the Contractor must seek resolution using the procedure outlined below.

(1) The Contractor should first informally discuss the problem with the CDPH Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.

(2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision.

The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.

b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).

c. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.

d. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Contract Manager.

e. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the CDPH Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

11. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

12. Prohibited Use of State Funds for Software

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

13. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, CDPH sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.

b. As used herein, fringe benefits do not include:

(1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
(2) Director's and executive committee member's fees.
(3) Incentive awards and/or bonus incentive pay.
(4) Allowances for off-site pay.
(5) Location allowances.
(6) Hardship pay.
(7) Cost-of-living differentials

c. Specific allowable fringe benefits include:

(1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.

d. To be an allowable fringe benefit, the cost must meet the following criteria:

(1) Be necessary and reasonable for the performance of the Agreement.
(2) Be determined in accordance with generally accepted accounting principles.
(3) Be consistent with policies that apply uniformly to all activities of the Contractor.

e. Contractor agrees that all fringe benefits shall be at actual cost.

f. Earned/Accrued Compensation

(1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See section f (3)(a) below for an example.

(2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.

(3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of

the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

(a) **Example No. 1:**

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

(b) **Example No. 2:**

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

(c) **Example No. 3:**

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to CDPH, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

14. Cancellation

A. This agreement may be cancelled by CDPH **without cause** upon 30 calendar days advance written notice to the Contractor.

B. CDPH reserves the right to cancel or terminate this agreement immediately for cause. The Contractor may submit a written request to terminate this agreement only if CDPH substantially fails to perform its responsibilities as provided herein.

C. The term “for cause” shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this agreement.

D. Agreement termination or cancellation shall be effective as of the date indicated in CDPH’s notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.

E. Upon receipt of a notice of termination or cancellation, the Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.

F. In the event of early cancellation or termination, the Contractor shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this agreement.

15. Executive Order N-6-22 - Economic Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: _____
Jenine Miller, Psy.D.,
Director of Health Services

Date: 6/30/25

Budgeted: Yes
Budget Unit: 0418
Line Item: 82-5670
Org/Object Code: UN, UNBFP
Grant: Yes
Grant No.: 22-10260

COUNTY OF MENDOCINO

By: _____
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: 07/29/2025

ATTEST:
DARCIE ANTLE, Clerk of said Board

By: _____
Deputy 07/29/2025

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: _____
Deputy 07/29/2025

INSURANCE REVIEW:

By: _____
Risk Management

Date: 06/30/2025

CONTRACTOR/COMPANY NAME

By: _____
SIGNATURE

Date: _____

NAME AND ADDRESS OF CONTRACTOR:

California Department of Public Health
1616 Capitol Avenue, Suite 74.262, MS 1802
P.O. Box 997377
Sacramento, CA 95899
(916) 838-6102
andrea.campbell@cdph.ca.gov

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: _____
COUNTY COUNSEL

Date: 06/30/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
Deputy CEO or Designee

Date: 06/30/2025

Signatory Authority: $0-25,000 Department; $25,001- 50,000 Purchasing Agent; **$50,001+ Board of Supervisors**
Exception to Bid Process Required/Completed ☐ 'N/A'
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: State Entity

RESOLUTION NO. 25-130

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS SUPERVISORSTO AUTHORIZE THE DIRECTOR OF MENDOCINO COUNTY'S PUBLIC HEALTH TO SGN AS AN AGENT ON BEHALF OF THE COUNTY OF MENDOCINO FOR THE STATE OF CALIFORNIA, DEPARTMENT OF PUBLIC HEALTH, WOMEN INFANTS AND CHILDREN (WIC) PROGRAM DIVISION AMENDMENT #22-10260 A05 FOR FISCALS YEARS2022-2025

WHEREAS, the Board of Supervisors (Board) of the County of Mendocino has reviewed the proposed fifth Amendment between the State of California Department of Public Health(Women, Infant, and Children (CDPH/WIC) and the County of Mendocino (Department f Public Health, Women,, Infants and children (M C/PH WIC); and

WHEREAS, the Board acknowledges the benefits and responsibilities to be shared by both parties to said Amendment;; and

WHEREAS fifth Amendment No, 2-10260 A05 for a total amount of $3,518,452..00 provides funds to the MC/Ph WIC program for nutrition education and vouchers to improve the health status of eligible participants, by providing nutritious foods to supplement diets. The MC/PH WIC program also provides information on healthy eating, breastfeeding support, referrals to other healthcare services, and other services the support the families.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors of the County of Mendocino hereby authorize said fifth Amendment as stated above; and hereby authorizes the County of Mendocino's Director of Health Services or designee to sign and execute said fifth Amendment and any future Amendments that do not increase the maximum amount.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Norvell, and carried this 29th day of July 2025, by the following vote:

AYES: Supervisors Cline, Mulheren, Haschak, Norvell, and Williams
NOES: None
ABSENT: None

WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

ATTEST: DARCIE ANTLE
Clerk of the Board

_____
Deputy

APPROVED AS TO FORM:
CHARLOTTE E. SCOTT
County Counsel

_____

_____
JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

BY: DARCIE ANTLE
Clerk of the Board

_____
Deputy

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3aq)

To: BOARD OF SUPERVISORS

From: Public Health

Meeting Date: July 29, 2025

Department Contact: Jenine Miller **Phone:** 707-472-2341

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Approval of Retroactive Amendment to BOS Agreement No. 24-102 with MCAVHN (Mendocino County AIDS/Viral Hepatitis Network) Care and Prevention Network, Increasing the Amount by $254,500 for a New Agreement Total of $354,500, to Provide Harm Reduction Services and Needle Exchange Throughout Mendocino County, Effective July 1, 2024, through June 30, 2026

Recommended Action/Motion:
Approve retroactive amendment to BOS Agreement No. 24-102 with MCAVHN (Mendocino County AIDS/Viral Hepatitis Network) Care and Prevention Network, increasing the amount by $254,500 for a new total of $354,500 to provide harm reduction services and needle exchange throughout Mendocino County, effective July 1, 2024, through June 30, 2026; authorize the Health Services Director or designee to sign any future amendments that do not increase the maximum amount; and authorize Chair to sign same.

Previous Board/Board Committee Actions:
BOS File #24-0603, Original Agreement No. BOS 24-102 approved on 06/25/2024

Summary of Request:
MCAVHN (Mendocino County AIDS/Viral Hepatitis Network) Care and Prevention Network has been serving the local Mendocino County community since 1987, providing services and support to individuals affected by substance use disorders and behavioral health conditions, as well as harm reduction services for the prevention of Hepatitis C and HIV. Through previous Agreements with the County of Mendocino, MCAVHN has provided services in compliance with best practices of the California Department of Public Health's Syringe Exchange Certification Program. The purpose of these services is to reduce the spread of infectious diseases that threaten public health, improve the safe disposal of syringes while reducing the inappropriate disposal of syringes and medications that threaten the public, and engage individuals who are injection drug users to connect them with recovery and treatment services.

This amendment will extend the termination date of the agreement to June 30, 2026 and expand the services to provide an expanded Syringe Service Program and Hepatitis C Prevention Services.

This amendment is retroactive due to additional contract language and updates to the amount of funds that were allocated to the previous fiscal year.

Alternative Action/Motion:

Item #: 3aq)

Return to staff for alternative handling

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: BU: 4010, 4035| Org: PHCPREV, HSPREV-HSPRV, HSCD-HSHCV| Grant: 24-HCV27
current f/y cost: $100,000
budget clarification: 24/25 - 4010, 4013; PHCPREV, ($100,000) | 25/26 - 4035; HSPREV-HSPRV ($100,000) & HSCD-HSHCV ($154,500)
annual recurring cost: 24/25: $100,000; 25/26: $254,500
budgeted in current f/y (if no, please describe): Yes
revenue agreement: No

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Tony Rakes, Deputy CEO

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk
Date: July 29, 2025

Final Status: **Approved**
Executed Item Type: Agreement
Number: 24-102-A1

BOS AGREEMENT NO. 24-102-A1

AMENDMENT #1

Original Agreement No.	BOS-24-102

AMENDMENT TO COUNTY OF MENDOCINO
AGREEMENT NO. BOS-24-102

This Amendment to Agreement No. BOS-24-102 is entered into by and between the **COUNTY OF MENDOCINO**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **MCAVHN Care and Prevention Network,** hereinafter referred to as "CONTRACTOR," the date this Amendment is fully executed by all parties.

WHEREAS, Agreement No. BOS-24-102 was entered into on July 1, 2024 (the "Initial Agreement"); and

WHEREAS, upon execution of this document by COUNTY and CONTRACTOR, this Amendment will become part of the Initial Agreement and shall be incorporated therein; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to extend the termination date from June 30, 2025 to June 30, 2026; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to increase the total amount payable by $254,500 from $100,000 to $354,500; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to replace the Exhibit A, Definition of Services set out in the Initial Agreement with a new Exhibit A-1, Definition of Services – Syringe Service Program; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to add an Exhibit A-2, Definition of Services – Hepatitis C Virus to the Initial Agreement; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to replace the Exhibit B, Payment Terms set out in the Initial Agreement with a new Exhibit B-1, Payment Terms – Syringe Service Program; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to add an Exhibit B-2, Payment Terms - Hepatitis C Virus to the Initial Agreement.

NOW, THEREFORE, we agree as follows:

1. The termination date set out in the Initial Agreement is hereby extended from June 30, 2025 to June 30, 2026.

2. The total contracted amount set out in the Initial Agreement is hereby increased by $254,500 from $100,000 to $354,500.
3. The Exhibit A, Definition of Services, set out in the Initial Agreement is hereby replaced in its entirety, and a new Exhibit A-1, Definition of Services - Syringe Service Program is attached herein.
4. Exhibit A-2, Definition of Services - Hepatitis C Virus is hereby incorporated into the Initial Agreement, and is attached herein.
5. The Exhibit B, Payment Terms, set out in the Initial Agreement is hereby replaced in its entirety, and a new Exhibit B-1, Payment Terms - Syringe Service Program is attached herein.
6. Exhibit B-2, Payment Terms - Hepatitis C Virus is hereby incorporated into the Initial Agreement, and is attached herein.

All other terms and conditions of the Initial Agreement shall remain in full force and effect.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: _____
Jenine Miller, Psy.D.,
Director of Health Services

Date: 7/3/25

Budgeted: Yes
Budget Unit: 4010, 4035
Line Item/Org/Object Code:
PHCPREV 862189 $100k (FY24.25)
HSPREV 862189 HSPRV $100k, HSCD 862189 HSHCV $154,500 (FY25.26)
Grant: Yes
Grant No.: 24-HCV27

COUNTY OF MENDOCINO

By: _____
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: 07/29/2025

ATTEST:
DARCIE ANTLE, Clerk of said Board

By: _____
Deputy 07/29/2025

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: _____
Deputy 07/29/2025

INSURANCE REVIEW:

By: _____
Risk Management

Date: 07/02/2025

CONTRACTOR/COMPANY NAME

By: _____
Joanna Olson, Executive Director

7/2/2025
Date: _____

NAME AND ADDRESS OF CONTRACTOR:

MCAVHN Care and Prevention Network
138 Clara Avenue
Ukiah, CA 95482
707-272-9251
joanna@mcavhncares.org

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: _____
COUNTY COUNSEL

Date: 07/02/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
Deputy CEO or Designee

Date: 07/02/2025

Signatory Authority: $0-25,000 Department; $25,001- 50,000 Purchasing Agent; **$50,001+ Board of Supervisors**
Exception to Bid Process Required/Completed ☐ RFP# 065-23
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: Located within city limits in Mendocino County

EXHIBIT A-1

DEFINITION OF SERVICES – SYRINGE SERVICE PROGRAM

I. As per the County of Mendocino Department of Public Health (PH) and Guidelines provided by the California Department of Public Health's (CDPH) Syringe Exchange Certification Program, CONTRACTOR shall:

A. Complete regular primary syringe exchange in strategic locations county-wide.

B. Deliver harm reduction education, safe injection equipment, and overdose prevention and reversal information.

C. Conduct Naloxone and Narcan trainings and distribute to community members county-wide.

D. Educate, counsel and test individuals with Human Immunodeficiency Virus (HIV), link them to confirmatory testing and treatment services, and support their ongoing engagement in healthcare.

E. Provide pre-arranged deliveries of new syringes and pick up of used syringes with people who inject drugs (PWID), utilizing best practices affirmed by CDPH and PH.

F. Collect used syringes in multiple locations county-wide. CONTRACTOR will utilize connections with the Safe Rx Coalition to make Memorandums of Understanding with multiple locations county-wide for the collections of used syringes. The locations will include: Mendocino County Public Health/Fort Bragg-Avila Building, Long Valley Health Center, Yuki Trails in Covelo, Sherwood Valley Band of Pomo Indians, Hopland Band of Pomo Indians, Pinoleville Pomo Nations, Coyote Valley Casino, Mendocino County Public Health offices in Fort Bragg, Mendonoma in Gualala, and other pre-arranged high-risk locations.

G. Be responsible for the cleanup and proper disposal of all items CONTRACTOR distributes to individuals within the community. CONTRACTOR's responsibility includes, but is not limited to, ensuring the removal of distributed materials from public spaces, community areas, homeless encampments, and any other locations where such items may accumulate as a result of distribution activities.

H. Coordinate with Mendonoma and other members of the Safe RX Coalition to train employees and to coordinate efforts; meet monthly to discuss testing, referrals, linkages, and treatment needs for local community members. This will also provide the opportunity for local collection of used syringes and distribution of necessary harm reduction materials through local partners.

I. Engage PWID with the intent of linking them with substance abuse treatment services, and assessing their other medical, mental health or social needs.

Engagement may include referring and linking PWID to medical, Mental Health, Substance Use Disorder Treatment (SUDT), and other necessary services. Such services may include those provided through Social Services' Whole Person Care Program; Specialty Mental Health Services; services provided at Mendocino Community Health Clinic for HIV and Medication-Assisted-Treatment (MAT); services provided at Mendocino Coast Clinic; and services provided by other applicable health clinics and health care providers.

J. Maintain the program capacity to directly engage and enter clients who are experiencing homelessness into the Homeless Management Information System (HMIS) and Coordinated Entry procedure to apply for permanent housing opportunities and procure housing for the hardest-to-place persons throughout the county. As opportunities are identified, these individuals are prioritized by their overall vulnerability. CONTRACTOR will ensure co-location and coordination with Building Bridges as the only day resource center for those experiencing homelessness in Ukiah.

K. Provide outreach and engagement services throughout the county as detailed in the sample monthly schedule (Attachment 1). The days of the week will be consistent, so community members know when to expect CONTRACTOR staff to receive supplies, testing, and possible transportation to necessary services.

L. Work with the County of Mendocino Health Officer and the Safe Rx Coalition, to offer and deliver services to county tribal entities that are open to training and other harm reduction services. CONTRACTOR will continue to develop positive working relationships with tribal entities in the county. CONTRACTOR will work with the homeless resource center, Building Bridges, to offer and deliver services to individuals accessing the center.

M. Maintain compliance, and require affiliates to maintain compliance, with California Code of Regulations Title 22, California Code of Regulations Title 42, The Health Insurance and Accountability Act of 1996 (HIPAA) regulations, State and Federal laws and other COUNTY requirements for client confidentiality and record security.

II. For invoicing and reporting requirements, CONTRACTOR shall:

A. Collect essential data for the COUNTY, all material funders, and CDPH. Examples of data collection will include, but not be limited to demographic details and zip code information; number of overdose prevention trainings; number of naloxone kits distributed as well as any noted reversals; number of referrals and ultimate linkages made, and type of services delivered. Follow up will be conducted as allowed. This data will be submitted monthly along with invoices (Attachment 2).

B. Submit mileage logs with the monthly invoice when billing for mileage. Travel documentation must include a trip log showing the following information for each trip: date of travel, name of traveler, purpose of trip, from and to locations, and number of miles.

C. Submit monthly invoices that include success stories.

III. Additional requirements:

A. CONTRACTOR shall meet all Medi-Cal mandates, including Medi-Cal billing and service provision requirements. Payment for services provided under this Agreement shall not be earned or payable activities otherwise coverable or directly reimbursable by Medi-Cal.

B. CONTRACTOR shall ensure that all payments provided under this Agreement do not duplicate payments for any Medi-Cal Targeted Case Management services paid to CONTRACTOR by COUNTY.

C. CONTRACTOR shall apply for funding through any Request for Application (RFA) issued by CDPH or other grant funding as requested by PH to subsidize or match funds provided by PH for this project.

IV. In carrying out the Definition of Services contained in this Exhibit A-1, CONTRACTOR shall comply with all requirements to the satisfaction of the COUNTY, in the sole discretion of the COUNTY. For any finding of CONTRACTOR's non-compliance with the requirements contained in the Exhibit A, COUNTY shall within ten (10) working days of discovery of non-compliance notify CONTRACTOR of the requirement in writing. CONTRACTOR shall provide a written response to COUNTY within five (5) working days of receipt of this written notification. If the non-compliance issue has not been resolved through response from CONTRACTOR, COUNTY shall notify CONTRACTOR in writing that this non-compliance issue has not been resolved. COUNTY may withhold monthly payment until such time as COUNTY determines the non-compliance issue has been resolved. Should COUNTY determine that CONTRACTOR's non-compliance has not been addressed to the satisfaction of COUNTY for a period of thirty (30) days from the date of first Notice, and due to the fact that it is impracticable to determine the actual damages sustained by CONTRACTOR's failure to properly and timely address non-compliance, COUNTY may additionally require a payment from CONTRACTOR in the amount of fifteen percent (15%) of the monthly amount payable to CONTRACTOR for each month following the thirty (30) day time period that CONTRACTOR's non-compliance continues. The parties agree this fifteen percent (15%) payment shall constitute liquidated damages and is not a penalty. CONTRACTOR's failure to meet compliance requirements, as determined by COUNTY, may lead to termination of this contract by the COUNTY with a forty-five (45) day written notice.

[END OF DEFINITION OF SERVICES – SYRINGE SERVICE PROGRAM]

EXHIBIT A-2

DEFINITION OF SERVICES – HEPATITIS C VIRUS

I. As per the County of Mendocino Department of Public Health (PH) and Guidelines provided by the California Department of Public Health's (CDPH) Hepatitis C Virus (HCV) Prevention and Collaboration Allocations Program, CONTRACTOR shall:

A. Complete regular primary syringe exchange in strategic locations county-wide.

B. Deliver harm reduction education, safe injection equipment, and drug use reversal information.

C. Be responsible for the cleanup and proper disposal of all items CONTRACTOR distributes to individuals within the community. CONTRACTOR's responsibility includes, but is not limited to, ensuring the removal of distributed materials from public spaces, community areas, homeless encampments, and any other locations where such items may accumulate as a result of distribution activities.

D. Complete core hepatitis C surveillance activities, ensuring completeness and accuracy of key data variables when reported by provider or through case investigations.

E. Conduct timely investigations of all HCV cases according to local protocol and CDPH.

F. Complete case follow-ups for suspected cases of perinatal hepatitis C; people with HIV/HCV coinfection; people with HBV/HCV; persons 15-39 years of age; pregnant people; women of childbearing age (12-44); people who can become pregnant; and people with ongoing risk factors.

G. Educate, counsel and test individuals for HCV, link them to confirmatory testing and treatment services, and support their ongoing engagement in healthcare.

H. Coordinate with Mendonoma, and other members of the Safe RX Coalition to train employees and to coordinate efforts; meet monthly to discuss testing, referrals, linkages, and treatment needs for local community members.

I. Attend virtual or in-person meetings with other Local Health Jurisdictions (LHJs) or Community-Based Organizations (CBOs) participating in HCV activities to discuss and share successes, and lessons learned.

J. Engage people who inject drugs (PWID) with the intent of linking them with substance abuse treatment services, and assessing their other medical, mental health or social needs. Engagement may include referring and linking PWID to medical, Mental Health, Substance Use Disorder Treatment (SUDT), and other necessary services. Such services may include those provided through Social

Services' Whole Person Care Program; Specialty Mental Health Services; services provided at Mendocino County Substance Abuse Programs.

K. Maintain compliance, and require affiliates to maintain compliance, with California Code of Regulations Title 22, California Code of Regulations Title 42, The Health Insurance and Accountability Act of 1996 (HIPAA) regulations, State and Federal laws and other COUNTY requirements for client confidentiality and record security.

II. For invoicing and reporting requirements, CONTRACTOR shall:

A. Collect essential data for the COUNTY, all material funders, and CDPH. Examples of data collection will include, but not be limited to, demographic details and zip code information, number of syringes distributed and collected, number of referrals and ultimate linkages made, and type of HCV services delivered. Follow up will be conducted as allowed. This data will be submitted monthly along with invoices (Attachment 2).

B. Submit mileage logs with the monthly invoice when billing for mileage. Travel documentation must include a trip log showing the following information for each trip: date of travel, name of traveler, purpose of trip, from and to locations, and number of miles.

C. Submit monthly invoices that include success stories.

III. Additional requirements:

A. CONTRACTOR shall meet all Medi-Cal mandates, including Medi-Cal billing and service provision requirements. Payment for services provided under this Agreement shall not be earned or payable for activities otherwise coverable or directly reimbursable by Medi-Cal.

B. CONTRACTOR shall ensure that all payments provided under this Agreement do not duplicate payments for any Medi-Cal Targeted Case Management services paid to CONTRACTOR by COUNTY.

C. CONTRACTOR shall apply for funding through any Request for Application (RFA) issued by CDPH or other grant funding as requested by PH to subsidize or match funds provided by PH for this project.

IV. In carrying out the Definition of Services contained in this Exhibit A-2, CONTRACTOR shall comply with all requirements to the satisfaction of the COUNTY, in the sole discretion of the COUNTY. For any finding of CONTRACTOR's non-compliance with the requirements contained in the Exhibit A, COUNTY shall within ten (10) working days of discovery of non-compliance notify CONTRACTOR of the requirement in writing. CONTRACTOR shall provide a written response to

COUNTY within five (5) working days of receipt of this written notification. If the non-compliance issue has not been resolved through response from CONTRACTOR, COUNTY shall notify CONTRACTOR in writing that this non-compliance issue has not been resolved. COUNTY may withhold monthly payment until such time as COUNTY determines the non-compliance issue has been resolved. Should COUNTY determine that CONTRACTOR's non-compliance has not been addressed to the satisfaction of COUNTY for a period of thirty (30) days from the date of first Notice, and due to the fact that it is impracticable to determine the actual damages sustained by CONTRACTOR's failure to properly and timely address non-compliance, COUNTY may additionally require a payment from CONTRACTOR in the amount of fifteen percent (15%) of the monthly amount payable to CONTRACTOR for each month following the thirty (30) day time period that CONTRACTOR's non-compliance continues. The parties agree this fifteen percent (15%) payment shall constitute liquidated damages and is not a penalty. CONTRACTOR's failure to meet compliance requirements, as determined by COUNTY, may lead to termination of this contract by the COUNTY with a forty-five (45) day written notice.

[END OF DEFINITION OF SERVICES - HEPATITIS C VIRUS]

EXHIBIT B -1

PAYMENT TERMS - SYRINGE SERVICE PROGRAM

I. COUNTY will pay CONTRACTOR as per the following instructions:

A. CONTRACTOR will submit monthly itemized invoices to County of Mendocino Department of Public Health per the following budget:

Syringe Service Program 24-25			
Personnel			
Position	**Weighted Rate**	**Hours**	**Cost**
Executive Director	$55.00	70	$3,850.00
Program Manager	$39.65	201.6	$7,993.44
Harm Reduction Navigator	$26.84	2080	$55,827.20
Supplies			
Syringes, and other harm reduction materials (Narcan, Naloxone not provided by other grants, Stericycle for sharps collection and disposal, Sharps Safety Containers, Biohazard bags, HIV and HCV tests not covered by CDPH			$20,579.36
Mileage			
Mileage @ $0.70 per mile			$1,750.00
Indirect Costs			$10,000.00
		Total:	$100,000.00

FY24.25 Syringe Services Allocation: **$100,000**

Syringe Service Program 25-26			
Personnel			
Position	**Weighted Hourly**	**Hours**	**Cost**
Executive Director	$55.00	70	$3,850.00
Program Manager	$39.65	416	$16,494.40
Harm Reduction Navigator	$27.45	2080	$57,096.00
Supplies			
Supplies, such as: Syringes, Harm Reduction Materials (Narcan, Naloxone not purchased by CDPH or other grants, Stericycle for sharps collection and disposal, Sharps Safety Containers, Biohazard bags), Supplies used for conducting trainings and other educational materials			$11,159.60
Mileage			
Mileage @ current federal GSA per diem rate			$1,400.00
Administration			
Indirect Costs			$10,000.00
		Total:	$100,000.00

FY25.26 Syringe Services Allocation: **$100,000**

B. Invoices will be sent to:

County of Mendocino
Department of Public Health
Attn: Jenine Miller
1120 South Dora Street, Ukiah, CA 95482
slatera@mendocinocounty.gov

II. Payments under this Agreement shall not exceed Two Hundred Thousand Dollars ($200,000) for services as outlined in Exhibit A-1, from July 1, 2024 through June 30, 2026.

[END OF PAYMENT TERMS - SYRINGE SERVICE PROGRAM]

EXHIBIT B-2

PAYMENT TERMS – HEPATITIS C VIRUS

I. County will pay CONTRACTOR as per the following instructions:

A. CONTRACTOR will submit monthly itemized invoices to County of Mendocino Department of Public Health per the following budget:

FY25.26 HCV Budget Request			
Personnel			
Position	**Weighted Rate**	**Hours**	**Cost**
Executive Director	$55.00	105	$5,775.00
Program Manager	$39.65	624	$24,741.60
Harm Reduction Navigator (2.25 persons)	$27.45	3120	$85,644.00
			-
Supplies			
Supplies, such as: Syringes; Stericycle sharps collections and disposal; Wound Care kits (antibiotic ointment, bandages, gauze, medical tape); Safer injection supplies (alcohol wipes, cottons, and tourniquets); Drug checking supplies (fentanyl, xylazine test strips); Rapid test kits and controls for HCV, HIV, Syphilis; PPE (masks, face shields) for employees collecting needles; Sharps Safety Containers; Biohazard Bags			$23,028.59
Mileage			
Mileage @ current federal GSA per diem rate			
Administration			
Indirect costs			$15,310.81
		Total:	$154,500.00
		FY25.26 HCV Allocation:	**$154,500**

B. Invoices will be sent to:

County of Mendocino
Department of Public Health
Attn: Jenine Miller
1120 South Dora Street
Ukiah, CA 95482

slatera@mendocinocounty.gov

II. Payments under this Agreement shall not exceed One Hundred Fifty-Four Thousand Five Hundred Dollars ($154,500) for services as outlined in Exhibit A-2, from July 1, 2025, through June 30, 2026.

[END OF PAYMENT TERMS - HEPATITIS C VIRUS]

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3ar)

To: BOARD OF SUPERVISORS

From: Sheriff-Coroner

Meeting Date: July 29, 2025

Department Contact:	Matthew Kendall	**Phone:**	707-463-4085
Department Contact:	Megan Zaied	**Phone:**	707-468-3451

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Approval of Retroactive Revenue Agreement with the State of California, Department of State Hospitals in the Amount of $712,282.60 for the Administration of a Jail-Based Competency Treatment (JBCT) Program at the Mendocino County Jail for the Period of July 1, 2025, through June 30, 2026

Recommended Action/Motion:
Approve retroactive revenue Agreement with the State of California, Department of State Hospitals in the amount of $712,282.60 for the administration of a Jail-Based Competency Treatment (JBCT) Program at the Mendocino County Jail for the period of July 1, 2025, through June 30, 2026; authorize the Sheriff to sign any future amendments that do not affect the maximum Agreement amount; and authorize Chair to sign same.

Previous Board/Board Committee Actions:
On May 17, 2019, the Board approved Revenue Agreement BOS-19-133 with the State of California, Department of State Hospitals (DSH) to establish a Small County Model JBCT Program at the Mendocino County Jail. On July 14, 2021, the Board approved Revenue Agreement BOS-21-146 with the DSH for the administration of the JBCT Program that was effective through June 30, 2024. On September 24, 2024, the Board approved Revenue Agreement BOS-24-165 with the DSH for the administration of the JBCT Program that was effective through June 30, 2025.

Summary of Request:
The State of California, Department of State Hospitals (DSH) funds county correctional facilities to provide Jail -Based Competency Treatment (JBCT) Programs. The JBCT Program is designed to reduce the time it takes, or may even eliminate the need for the DSH to perform the process of evaluating mentally ill inmates who are ordered to undergo competency treatment by the courts. Having this program at the Mendocino County Jail ensures that the process is streamlined, fiscally prudent for the State and the County, and the court process is timelier and more efficient. The Sheriff's Office administers delivery of the JBCT Program of which services include, but are not limited to: providing restoration of competency treatment services for patient inmates who are found by the courts to be incompetent to stand trial; providing board, care, routine and non-routine medical care for patient inmates referred and admitted to the JBCT Program; and providing any administrative services required under the Agreement.

The DSH will reimburse the Sheriff's Office for three allocated patient inmate beds at the per diem rate of $436 per bed, totaling $1,308 per day and one non-allocated patient inmate bed at the same rate. Reimbursement

by the DSH also includes the cost of any administered medications. This Revenue Agreement is for one year and will not exceed $712,282.60.

The Sheriff's Office received the final Revenue Agreement signed by the DSH on July 15, 2025, which is the reason why the Agreement is being submitted for retroactive approval.

Alternative Action/Motion:
Return to staff for alternate handling.

Strategic Plan Priority Designation: An Effective County Government

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: State of California, Department of State Hospitals
current f/y cost: $712,282.60
budget clarification: N/A
annual recurring cost: N/A
budgeted in current f/y (if no, please describe): Yes
revenue agreement: Yes

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Executive Office

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk
Date: July 29, 2025

Final Status: **Approved**
Executed Item Type: Agreement
Number: 25-135

BOS Agreement No. 25-135
DSH Agreement No. 25-79006-000

COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and California Department of State Hospitals, hereinafter referred to as the "CONTRACTOR".

WITNESSETH

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONTRACTOR for the Administration of a Jail-Based Competency Treatment Program; and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this Agreement and is willing to provide same to COUNTY.

NOW, THEREFORE, COUNTY and CONTRACTOR agree to the following-described Exhibits, all of which are incorporated into this Agreement by the following references:

Exhibit A	Scope of Work
Exhibit A-1	Program Elements
Exhibit B	Budget Detail and Payment Provisions
Exhibit B-1	Sample Invoice
Exhibit C	General Terms and Conditions
Exhibit D	Special Terms and Conditions
Exhibit E	Confidentiality and Information Security Provisions
Exhibit F	Contract Calculation Sheet

The term of this Agreement shall be from July 1, 2025, (the "Effective Date"), and shall continue through June 30, 2026.

The maximum amount of this Revenue Agreement is Seven Hundred Twelve Thousand Two Hundred Eighty-Two Dollars and Sixty Cents ($712,282.60) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: John Magnan
John Magnan (Jul 11, 2025 08:01 PDT)
DEPARTMENT HEAD

Date: 07/11/2025

Budgeted: ☒ Yes ☐ No
Budget Unit: 2510
Line Item: 825490
Org/Object Code: JA-825490
Grant: ☐ Yes ☒ No
Grant No.: N/A

CONTRACTOR/COMPANY NAME

By: see MC Page 3-4
SIGNATURE

Date:

NAME AND ADDRESS OF CONTRACTOR:

California Department of State Hospitals

1215 O Street, MS-1

Sacramento, CA 95814
Ph: (916) 562-3812
Em: Anabel.Olazaba@dsh.ca.gov

COUNTY OF MENDOCINO

By:
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: 07/29/2025

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

ATTEST:
DARCIE ANTLE, Clerk of said Board

By:
Deputy 07/29/2025

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By:
Deputy 07/29/2025

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By:
COUNTY COUNSEL

Date: 07/10/2025

INSURANCE REVIEW:

By:
Risk Management

Date: 07/10/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By:
Deputy CEO or Designee

Date: 07/10/2025

Signatory Authority: $0-25,000 Department; $25,001- 50,000 Purchasing Agent; **$50,001+ Board of Supervisors**
Exception to Bid Process Required/Completed ☐ N/A – Government Agency
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section:

SCO ID: 4440-2579006000

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
25-79006-000	DSH-4440

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

CONTRACTING AGENCY NAME
Department of State Hospitals

CONTRACTOR NAME
Mendocino County Sheriff's Office

2. The term of this Agreement is:

START DATE
July 1, 2025

THROUGH END DATE
June 30, 2026

3. The maximum amount of this Agreement is:
$712,282.60
Seven Hundred Twelve Thousand Two Hundred Eighty-Two Dollars and Sixty Cents

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

	Exhibits	Title	Pages
	Exhibit A	Scope of Work	8
	Exhibit A-1	Program Elements	8
	Exhibit B	Budget Detail and Payment Provisions	5
+ -	Exhibit B-1	Sample Invoice	2
+ -	Exhibit C	General Terms and Conditions (GTC 02/2025)	5
+ -	Exhibit D	Special Terms and Conditions	9
+ -	Exhibit E	Confidentiality and Information Security Provisions (HIPAA Business Associate Agreement)	10

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

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
Mendocino County Sheriff's Office

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
951 Low Gap Road	Ukiah	CA	95482

PRINTED NAME OF PERSON SIGNING	TITLE
~~Gregory Van Patten~~ John Magnan	~~Jail Captain~~ Undersheriff

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
John Magnan John Magnan (Jul 11, 2025 08:01 PDT)	07/11/2025

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
25-79006-000	DSH-4440

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Department of State Hospitals			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
1215 O Street, MS-1	Sacramento	CA	95814
PRINTED NAME OF PERSON SIGNING	TITLE		
Scott Sable	Section Manager, PCSS		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
Scott Sable	7/11/2025		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable) [redacted] Budget Act 2025 (SB 101), Sec. 2.00. Item 4440-011-0001, Provision 12		

EXHIBIT A
SCOPE OF WORK

1. CONTRACTED PARTIES:

A. Mendocino County Sheriff's Office (MCSO), and/or their authorized designee, hereafter referred to as Contractor, agrees to provide services (as defined in Section 7) to the Department of State Hospitals (DSH) pursuant to the terms and conditions of this Agreement.

2. SERVICE LOCATION:

A. The services shall be performed at the Mendocino County Jail (MCJ) located at 951 Low Gap Road, Ukiah, CA, 95482.

3. SERVICE HOURS:

A. The MCJ shall provide the full range of services to other inmates of the MCJ to individuals in the Jail Based Competency Treatment (JBCT) program twenty-four (24) hours per day, seven (7) days per week, including holidays.

B. JBCT program staff shall provide restoration of competency treatment services to individuals in the JBCT program Monday through Friday, not including holidays, during the program specific hours.

4. PROJECT REPRESENTATIVES:

A. The project representatives during the term of this Agreement shall be:

DSH Contract Manager:	
Section/Unit: Community Forensic Partnerships Division	
Attention: Anabel Olazaba Health Program Specialist I	
Address: 1215 O Street, MS-10 Sacramento, CA 95814	
Phone: (916) 562-3812	Fax: (916) 653-2257
Email: Anabel.Olazaba@dsh.ca.gov	

DSH Administrative Contact:	
Section/Unit: Community Forensic Partnerships Division	
Attention: Leann Robinson AGPA	
Address: 1215 O Street, MS-10 Sacramento, CA 95814	
Phone: (916) 653-8789	Fax: (916) 653-2257
Email: Leann.Robinson@dsh.ca.gov	

Mendocino County Sheriff Contact:	
Section/Unit: Corrections Division	
Attention: Gregory Van Patten Jail Captain	
Address: 951 Low Gap Road Ukiah, CA 95482	
Phone: (707) 463-4083	Fax: (707) 468-3404
Email: vanpatg@mendocinosheriff.org	

Mendocino County Contract Manager:	
Section/Unit: Fiscal Division	
Attention: Juanita Dreiling Administrative Services Manager	
Address: 951 Low Gap Road Ukiah, CA 95482	
Phone: (707) 463-4409	Fax: (707) 468-3404
Email: dreilingj@mendocinosheriff.org	

Mendocino County Jail – Medical Contact:	
Section/Unit: NaphCare	
Attention: Mandy Maki Health Services Administrator	
Address: 951 Low Gap Road Ukiah, CA 95482	
Phone: (707) 463-4538	Fax: (205) 579-3255
Email: mandy.maki@naphcare.com	

Either party may make changes to the contact names or information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

5. PROGRAM REPLENISHMENT FUNDS:

A. The DSH shall reimburse Contractor for program replenishment costs incurred under this Agreement. The replenishment costs shall be defined as funding available beginning July 1, 2025 for items that shall be reimbursed to Contractor based on actual expenses upon DSH receiving the invoice and receipts to assist in restoring stock and/or necessary supplies for the JBCT program. The replenishment items are subject to being audited and shall include as set forth in Exhibit B:

i. Setup of patient rooms as well as treatment and office space;
ii. Administrative operating expenses and equipment; and
iii. Treatment and testing materials.

6. SUMMARY OF WORK TO BE PERFORMED:

A. Contractor shall provide access to portions of its MCJ for the purposes of administering a JBCT program for the provision of restoration of competency treatment services for male and female individuals, hereafter referred to as "Patient Inmates," found by the courts to be Incompetent to Stand Trial (IST) under Penal Code section 1370. Contractor shall provide restoration of competency treatment services to felony IST Patient Inmates participating in the JBCT program pursuant to the DSH JBCT Policy and Procedures Manual.

7. CONTRACTOR RESPONSIBILITIES:

A. Contractor shall make available adequate space within the MCJ dedicated to provide restoration of competency treatment services that, either directly or through contract, may restore trial competency for incarcerated felony IST Patient Inmates committed to the DSH under Penal Code section 1370. Contractor shall submit any proposed changes to the space in which competency treatment services are provided to the DSH Contract Manager and/or their designee for its prior written approval.

B. In providing restoration of competency treatment services, Contractor shall adhere to the program outlines contained in Exhibit A-1, Program Elements and the DSH JBCT Policy and Procedures Manual, hereafter referred to as the "Manual." Contractor acknowledges it has received a copy of the Manual and has had an opportunity to review the terms and conditions of the Manual and consult with independent counsel. Contractor agrees to the terms and conditions of the Manual and that the terms and conditions of the Manual are incorporated into this Agreement by reference. The meanings of the terms and requirements in this Agreement, unless otherwise defined in this Agreement, are defined in

the Manual. In the event of an inconsistency between the Manual, attachments, specifications, or provisions which constitute this Agreement, the following order of precedence shall apply:

i. This Exhibit A, Scope of Work, including specifications incorporated by reference;
ii. DSH JBCT Policy and Procedures Manual (the "Manual");
iii. Standard Agreement, STD. 213;
iv. All attachments incorporated in this Agreement by reference.

The Manual, as referenced in this Agreement, may be amended by the DSH from time to time. Contractor shall operate the JBCT program in accordance with the Manual, including any future amendments to the Manual. From the effective date of any amendment, Contractor shall follow the amendments required by any change in California statute or regulation. For all other amendments, Contractor shall present any of Contractor's concerns to the DSH within ten (10) business days from the date of notification, which does not relieve Contractor from adhering to any amendment, unless agreed upon in writing by the DSH. The DSH and Contractor shall negotiate, in good faith, changes to the Manual.

C. Contractor shall ensure that a preliminary evaluation of each potential JBCT Patient Inmate is conducted through, at a minimum, a review of the medical and mental health records of each prospective Patient Inmate, prior to admission into the JBCT program.

i. Contractor shall ensure that priority for admissions to the JBCT program shall be based on commitment date, unless an exception is made based on one of the factors listed in California Code of Regulations (CCR), Title 9, Section 4710.

ii. Upon admission into the JBCT program, Contractor shall ensure that a more thorough assessment is conducted as indicated in Exhibit A-1, Program Elements, and the DSH JBCT Policy and Procedures Manual.

D. Contractor shall provide a total of four (4) cells with beds to Patient Inmates for the JBCT program.

Contractor shall be paid in full for the minimum three (3) beds (*Allocated Beds*) at the per diem rate, regardless of the number of Patient Inmates admitted.

Contractor shall be paid for up to one (1) additional bed (*Non-Allocated Beds*) at the per diem rate for the actual number of days that each individual Patient Inmate is in the JBCT program.

Beginning ninety (90) days from the start of the contracted term of this Agreement, if, over the course of each quarter period during the term of this Agreement, an 80 percent occupancy rate is not maintained, the DSH and Contractor shall execute an amendment to this Agreement upon jointly developing a plan. This plan shall ensure the 80 percent occupancy rate requirement is reliably met. Should another mutually agreeable plan not be identified within a reasonable time period as determined by DSH, the default plan will be to amend the contract to reduce the minimum number of beds provided and the budget amount accordingly. As a last resort if both parties agree a mutual agreement cannot be reached steps can be taken to discontinue the Mendocino JBCT program altogether. This provision shall correspond to the standard quarter periods commencing annually on July 1.

E. Patient Inmates housed at the MCJ shall remain under the legal and physical custody of Contractor.

F. Contractor retains the right to exclude specific individual Patient Inmates from certain spaces within the MCJ that are used for JBCT treatment activities for security and classification reasons at the time of assignment or at any point during their incarceration at the MCJ.

G. Should Contractor determine, based on clinical considerations, patient history, or other factors, that a current or potential Patient Inmate is, or likely shall be, violent and a significant danger to others participating in the JBCT program, Contractor shall inform the DSH Contract Manager and/or their designee immediately in writing, and by phone. Contractor agrees that the decision to remove such a Patient Inmate from the JBCT program is at the sole discretion of the DSH, and the DSH shall not unreasonably withhold such permission. In the event a Patient Inmate is removed from the JBCT program, the DSH shall arrange to have such Patient Inmate admitted to a state hospital or other DSH facility forthwith as is permitted under the admission requirements set forth in CCR, Title 9, sections 4700, et seq. Contractor shall continue to treat the Patient Inmate in the JBCT program until such arrangements are made, and will transport the Patient Inmate to the assigned DSH facility on a mutually agreed upon date.

H. Notwithstanding Sections F and G, Contractor shall make every reasonable effort to ensure that the contracted three (3) Allocated Beds provided for treatment services under this Agreement are occupied by Patient Inmates at all times. This includes, but is not limited to, admitting Patient Inmates of increasing levels of acuity

    i. The DSH shall make every reasonable effort to ensure adequate Patient Inmate referrals are sent to Contractor throughout the term of this Agreement.

    ii. By mutual agreement, in writing, and at the request of the DSH, Contractor may admit up to two (2) Patient Inmates into the JBCT program above the four (4) contracted Beds.

I. Contractor shall provide for the care, confinement, and security of the Patient Inmates in accordance with all federal and state laws, standards, regulations, policies, procedures, and court orders applicable to the MCJ.

J. Contractor's custody staff assigned to the JBCT program shall receive Enhanced Mentally Ill Offender or Crisis Intervention Training (CIT) provided by Contractor and shall participate in the JBCT program's treatment team meetings.

K. Regional Meetings and Forensic Trainings:

    i. Contractor and/or its subcontractor may be required to attend virtual meetings at least three times per year and DSH sponsored or required trainings in person up to twice per year, as determined by the DSH in its sole and absolute discretion.

    ii. Travel related expenses shall be reimbursed as outlined in Exhibit B, Budget Detail.

L. Responsibilities for Medical Care:

    i. Contractor shall provide all Patient Inmates with the full range of Routine Medical Care available to other inmates of the MCJ and is financially responsible for such care. Contractor agrees that the cost of all Routine Medical Care is included in the per diem rate charged to the DSH.

ii. For the purposes of this Agreement, Routine Medical Care shall be defined as all medical, dental, and mental health care as well as the cost of medical supplies, formulary prescription medications which are provided to Patient Inmates, and restoration of competency treatment services which are provided by the MCJ to Patient Inmates, including prescribed psychotropic medications. Non-formulary prescription medications shall be provided to Patient Inmates as clinically indicated for both Routine and Non-Routine Medical Care. Minor medical procedures shall be considered routine medical care. Minor medical procedures involve minimally invasive procedures. In most cases, these are performed laparoscopically or arthroscopically. Procedure is performed without damaging extensive amounts of tissue. Risk of infection is reduced, and recovery time is shorter. Some surgical procedures are superficial in that they only affect the outermost portions of the body and thus shall be considered Routine Medical Care.

iii. For the purposes of this Agreement, Non-Routine Medical Care shall be defined as 1) major medical operations, surgeries, or procedures which would require admittance to a hospital longer than one day; 2) continuation of experimental medication; 3) critical life-saving services that cannot be provided onsite at the MCJ; or via a county-contracted hospital; 4) dialysis service whether onsite or otherwise; and 5) emergency medical treatment that cannot be provided onsite at the MCJ. Major Medical operations/surgeries/procedures shall be considered non-routine medical care. Major medical operations/surgeries/procedures involve opening the body allowing surgeon access to the area where the work needs to be completed. They involve major trauma to the tissue, a high risk of infection, and an extended recovery period. These shall be considered non-routine medical care. Emergency medical care shall be defined as situations that pose an immediate risk to health and life and require immediate intervention to prevent a worsening of the situation. These shall be considered Non-Routine Medical Care.

iv. If a Patient Inmate requires Non-Routine Medical Care, Contractor shall notify the DSH Contract Manager or designee immediately in writing and by phone for pre-approval. For such patients, the DSH further reserves the right to either admit them to a state hospital for treatment or require Contractor to provide Non-Routine Medical Care. Should the DSH elect to require Contractor to provide the Non-Routine Medical Care, Contractor shall ensure that the Patient Inmate is provided care at a facility designated by the DSH Contract Manager. In the event the DSH directs Contractor to provide Non-Routine Medical Care, Contractor shall invoice the DSH directly for the full cost of care provided by submitting the invoice to the attention of the DSH Contract Manager. The full cost of care shall be offset by the Patient Inmate's Medicare or private health insurance plan when applicable and then reimbursed by DSH. Contractor shall instruct the facility providing care to seek reimbursement from the Patient Inmate's Medicare or private health insurance plan, within any required timeframes, prior to invoicing the Contractor when applicable. Contractor shall instruct the facility providing care to submit the Explanation of Benefits, reflecting Medicare or private health insurance payments or denials, with an original invoice when billing the contractor for the remaining balance (i.e., deductible, copay, and coinsurance amounts).

v. In the event of an emergency, Contractor shall proceed immediately with necessary medical treatment. In the event of such an emergency, Contractor shall invoice the DSH directly for the full cost of care provided by submitting the invoice to the attention of the DSH Contract Manager. In such an event, Contractor shall notify the DSH immediately regarding the nature of the illness or injury as well as the types of treatment provided. Contractor shall make reasonable efforts to ensure that Patient Inmates are treated at facilities preferred by the

committing county or otherwise that, once the Patient Inmate is stable enough for transfer, is transferred to such a facility.

M. For all Routine and Non-Routine Medical Care, Contractor shall be responsible for the security and transportation, including emergency transportation. Contractor agrees that all such costs are included in the per diem rate charged to the DSH.

N. LANGUAGE ACCESS SERVICES:

Contractor shall comply with the California Department of Health and Human Services language access policy, adopted on May 22, 2023, and revised January 10, 2024, as it may be amended from time to time. In accordance with that policy, contractor shall:

i. Provide access and delivery of written translation and verbal interpretation services to Patient Inmates with limited English proficiency (LEP) and/ or disabilities, upon request of DSH.

ii. Provide vital documents upon DSH's request, translated to, at minimum, the five threshold languages identified by the California Department of Health and Human Services Language Access Policy: Chinese, Korean, Spanish, Tagalog, and Vietnamese. For purposes of this contract, Chinese language translation of vital documents will be provided in Simplified and Traditional Chinese, as warranted. Additionally, Chinese language interpretation will be provided in Patient Inmate preferred dialect of Cantonese or Mandarin. If the LEP Patient Inmate primary language falls outside of the five threshold languages, Contractor shall make every reasonable effort to provide written translation of vital documents and shall provide sight translation using a certified translator to convey the information to the LEP Patient Inmate or family members to accommodate their primary language. The Contractor shall provide a certified interpreter to provide translations. A certified interpreter is one who has passed an exam and evaluation process by a recognized governmental or professional organization showing interpreting competence in at least two languages. The certification exam must have been validated as effectively testing interpreting knowledge skills. An LEP Patient Inmate primary language is the language in which they most effectively communicate when interacting with DSH. This can be their native language, sign language or tactile sign language. If a Patient Inmate or Patient Inmate family members' preferred language is a unique dialect or language, sight translation is allowable.

iii. "Vital documents" are vital to Patient Inmate rights and responsibilities, care and treatment, notices regarding eligibility or benefits, posted information, and information about the availability of free language assistance services. Vital documents that shall be translated and on hand in the 5 threshold languages include:

a. Consent/Assent to Treatment
b. Patient's Rights (including availability of interpretation and translated documents)
c. Consent/Assent to Telehealth
d. Consent/Assent to Medication
e. Notice of Privacy Practices
f. Release of Information

iv. Vital documents may extend to proprietary treatment documents of the Contractor or designee and may be requested by DSH if warranted and if DSH funds are available.

v. Provide DSH with interpreter services 24-hours a day for its monolingual, non-English-speaking, or LEP Patient Inmates and their family members, either through interpreters, sign language or tactile sign language personnel or telephone language services.

O. Upon Restoration of Competency:

Contractor shall be responsible for coordinating with the committing counties' behavioral health programs for the continued mental health care, crisis intervention, ongoing counseling and care, and psychotropic medication compliance for the Patient Inmates restored to competence and transferred from the JBCT program.

P. Contractor and its subcontractors shall procure and keep in full force and effect during the term of this Agreement all permits, registrations, and licenses necessary to accomplish the work specified in this Agreement and shall give all notices necessary and incident to the lawful prosecution of the work. Contractor shall provide proof of any such license(s), permits(s), and certificate(s) upon request by the DSH. Contractor agrees that failure by itself or its subcontractors to provide evidence of licensing, permits, or certifications shall constitute a material breach for which the DSH may terminate this Agreement with cause.

Q. Contractor shall provide services as outlined in this Agreement. Contractor shall be responsible to fulfill the requirements of the Agreement and shall incur expenses at its own risk and invest sufficient amount of time and capital to fulfill the obligations as contained herein.

R. Contractor and its subcontractors shall keep informed of, observe, comply with, and cause all of its agents and employees to observe and to comply with all prevailing Federal, State, and local laws, and rules and regulations made pursuant to said Federal, State, and local laws which in any way affect the conduct of the work of this Agreement. If any conflict arises between provisions of the plans and specifications and any such law above referred to, then Contractor shall immediately notify the State in writing.

S. The DSH may terminate the Agreement pursuant to section 7 of Exhibit C if Contractor or its subcontractors fails to comply with a federal, state, or local law and the noncompliance, based on the facts and circumstances, would constitute a material breach of this Agreement under California law.

T. Contractor may terminate this Agreement at its discretion upon 50 days' advance written notice.

8. DSH RESPONSIBILITIES:

A. The DSH shall provide an orientation of the JBCT program to Contractor at the discretion of the DSH. Such orientation shall include an overview of State policies and procedures, the DSH JBCT Policy and Procedures Manual, appropriate statutes related to the JBCT program, and program expectations or requirements specifically of the Mendocino County JBCT.

B. The DSH shall be responsible for the development and maintenance of the DSH JBCT Policy and Procedures Manual concerning JBCT program operations and treatment, and with program expectations or requirements specifically of the Mendocino County JBCT, consistent with State and federal laws and the DSH policies and procedures.

C. Rights of the DSH to Perform Quality Assurance and Financial Audits/Reviews

i. The DSH may routinely evaluate the work performance of Contractor, Contractor's personnel, subcontractors, or other parties associated with Contractor to determine if the DSH standards and departmental policies and procedures are being maintained. If it is found that any party fails to perform or is physically or mentally incapable of providing services as required by this Agreement, then that party shall not perform services for the DSH.

ii. The DSH may monitor and evaluate services provided in fulfillment of the requirements of this Agreement, as detailed in Exhibit A. Such monitoring and evaluation may occur on a regular cycle or as deemed necessary by the DSH Contract Manager and/or their designee. The DSH retains sole and absolute discretion in determining any such evaluation schedule.

iii. Inspections may be conducted by the DSH staff at any time during the Agreement term to check on the quality of work. Payment shall not be provided for services deemed unacceptable by the DSH Contract Manager and/or their designee.

iv. The DSH may audit and examine Contractor's records and accounts which pertain, directly or indirectly, to services performed under this Agreement. The DSH may hire third parties to perform the audit and examination, including but not limited to, accountants, consultants, or service providers in the applicable field. Contractor shall cooperate fully with the audits and examinations.

v. If, as a result of an audit and examination, the DSH is informed of underpayments or overpayments, the DSH shall notify Contractor of the need for payment or reimbursement. Upon receipt of a final audit report, Contractor has 30 days to reimburse any overpayment or to dispute or challenge the report. Contractor and the DSH shall confer and negotiate in good faith with respect to any disputed portion of the final audit report to reach agreement with respect to adjustments, payments, and reimbursements.

vi. The DSH shall submit its findings to Contractor and establish a deadline for correcting any deficiencies in fulfilling the obligations set forth in this section. Failure by Contractor to timely correct deficiencies shall be reason for termination of services under this Agreement.

9. PERFORMANCE MEASURES:

A. Complete and Timely Provision of Services

i. Expectations: Contractor is expected to provide all services, including any and all required reports, in a timely manner—in accordance with timelines established in Exhibit A, Scope of Work and the DSH JBCT Policy and Procedures Manual unless otherwise specified in contractual agreements herein.

ii. Penalties: Should Contractor not provide all services, including any and all required reports in a timely manner, the DSH may choose to terminate this Agreement. Additionally, the DSH may find Contractor to be not responsible in provision of services and evaluate this in future contracting opportunities.

10. AMENDMENTS:

A. The parties reserve the right to amend this Agreement by extending its term for one additional term of up to two years, and to add funding sufficient for these periods at the same rates. This right to amend is in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this Agreement, if applicable. Any amendment shall be in writing and signed by both parties, and be approved by the Department of General Services if such approval is required.

EXHIBIT A-1
PROGRAM ELEMENTS

1. PROGRAM ELEMENTS

A. Referral Document Collection Prior to Admission

Contractor shall coordinate with the committing court to ensure all required documents listed under Penal Code section 1370, subdivision (a)(3) are provided by the court for all Patient Inmates upon referral. Contractor shall provide copies of these documents to the DSH immediately upon request, no later than 24 hours from receipt of the request. Once the committing county's felony IST referrals are being managed by the DSH Patient Management Unit (PMU), the PMU shall coordinate with the committing court and provide all required documents to Contractor

B. Referrals Determined to be Not Suitable for Admission

Should Contractor determine, based on clinical or custodial considerations, that a felony IST referral is not suitable for admission into the JBCT program, Contractor shall inform the DSH Contract Manager and the PMU immediately in writing or by phone. Immediately upon making this determination, Contractor shall provide all required documents listed under Penal Code section 1370, subdivision (a)(3) to the PMU no later than 24 hours. Once the committing county's felony IST referrals are being managed by the PMU, the transmission of these documents will no longer be required.

C. Contractor shall conduct services virtually and in-person.

D. Referral Prior to Admission

i. PMU will provide Contractor with a list of individuals committed to DSH who are eligible to receive services on at least a weekly basis. Contractor shall review the felony IST patient's active jail mental health and medical treatment records where the felony IST patient is incarcerated to determine the patient's psychiatric adherence, stability, and whether psychotropic medication has/has not been prescribed, and initiate psychotropic medication, if clinically indicated Additionally, Contractor shall review any medical/mental health records received from the DSH PMU. The PMU shall provide all required documents for the IST packet to Contractor once available.

E. Contractor shall initiate Services with felony IST patients based on commitment date, starting the initiation of Services with felony IST patients with the oldest commitment date.

F. All IST patients on the waitlist will be eligible to receive services and will be suitable for admission into the JBCT.

G. Services shall begin no later than three business days after receipt of the patient's name from the DSH PMU.

H. Contractor shall ensure that all clinical staff are licensed to practice their discipline. Unlicensed staff may provide services only after Contractor seeks and obtains approval from the DSH Contract Manager or designee for an unlicensed clinician waiver.

I. If Contractor requires additional medical or mental health records, Contractor will submit the request to the PMU and their designated JBCT Consulting Psychologist.

J. For psychiatric services, Contractor may use a licensed psychiatric prescriber or an advanced nurse practitioner.

K. Contractor shall grant designated DSH representatives' temporary read only access to Contractor's electronic health record (EHR) for quarterly site reviews and as requested by the Consulting Psychologist for case consultation. In the event that there are barriers to EHR access in a county, Contractor agrees to electronically provide all patient records including, but not limited to, medical and mental health records within two business days or will consult with the DSH Consulting Psychologist to resolve any barriers to their provision.

L. Removal of Patient Inmates No Longer Clinically Suitable

i. Upon admission, Contractor shall assess each Patient Inmate to ascertain if restoration or trial competence is likely as required in the DSH JBCT Policies and Procedures Manual unless otherwise specified in contractual agreements herein.

ii. Should Contractor determine, based on clinical considerations or other factors, that a Patient Inmate admitted into the JBCT program is no longer clinically suitable for participation in the program, Contractor shall contact the DSH Contract Manager and/or their designee to discuss treatment options. Contractor agrees that the decision to remove such a Patient Inmate from the JBCT program is at the sole discretion of the DSH, and the DSH shall not unreasonably withhold such permission.

iii. Should Contractor and the DSH determine a Patient Inmate should be removed from the JBCT program, Contractor shall continue to provide treatment until arrangements are made to admit the Patient Inmate to another DSH facility. Within seven days of making this determination, Contractor shall also provide the documents listed in the current Manual, as well as any other additional documents requested by the DSH.

M. Psychological Assessment Protocol

i. Contractor shall administer a battery of individualized psychological assessments and testing upon admission and throughout the Patient Inmate's stay with the JBCT as clinically appropriate and warranted. Standardized structured professional judgement measures and structured psychological assessments that are generally accepted by the field shall be utilized when indicated to complete assessments of the Patient Inmate's current functioning, cognitive abilities, likelihood of malingering, and current competency to stand trial. Full requirements for assessment and a non-exhaustive list of appropriate example assessment measures are included in the Manual.

ii. In addition to the use of structured assessments of patient response style, effort, and symptom validity as they relate to the potential that a patient is malingering and/or has cognitive dysfunction, Contractor shall integrate additional observable data reported by various disciplines on a 24/7 basis in coming to diagnoses for Patient Inmates. Full requirements for assessment and a non-exhaustive list of example appropriate assessment measures are included in the Manual.

N. Individualized Treatment Program

i. Contractor shall provide an individualized restoration program according to the treatment approach subscribed to by the individual treatment teams and indicated by the Patient Inmate's psychiatric condition, level of functioning, and legal context.

ii. Contractor shall tailor individualized treatment regimens to the Patient Inmate's specific barrier(s) to trial competency. Deficits identified in the competency assessment upon admission to the JBCT program, or in subsequent assessments, shall be listed in the individual treatment plan and addressed by specific treatment interventions.

iii. Contractor shall conduct case conferences weekly or as needed to reassess Patient Inmates' progress toward restoration of competence to allow the treatment teams to measure whether their treatment interventions are working, and whether additional treatment elements need to be incorporated into Patient Inmates' treatment plans.

O. Multi-model, Experiential Competency Restoration Educational Experience and Components

i. Contractor shall provide educational materials presented in multiple learning formats by multiple staff to each Patient Inmate, (e.g., a simple lecture format may be replaced with learning experiences involving discussion, reading, video, and experiential methods of instruction, such as role-playing or mock trial).

ii. Contractor shall address the following elements in the education modalities of the competency restoration program including, but not limited to:
1) Criminal charges;
2) Severity of charges, namely Felony vs. Misdemeanor;
3) Sentencing;
4) Pleas including, Guilty, Not Guilty, Nolo Contendere, and Not Guilty by Reason of Insanity;
5) Plea bargaining;
6) Roles of the courtroom personnel;
7) Adversarial nature of trial process;
8) Evaluating evidence;
9) Court room behavior;
10) Assisting counsel in conducting a defense;
11) Probation and Parole; and
12) Individualized instruction as needed.

iii. Contractor shall provide additional learning experience through increased lecture time, as well as individual instruction to Patient Inmates who are incompetent due to intellectual disability or other primary neurocognitive dysfunction, but who may be restored to competence with additional exposure to the educational material.

P. Medication Administration and Consent

i. Contractor shall obtain proper authorization (e.g., informed consent for treatment if the patient does not have an involuntary medication order, providing opportunity for assent if an order is in place) as soon as possible in accordance with professional standards of care and court practices.

ii. Contractor shall provide strategies to promote and incentivize voluntary psychotropic medication compliance.

iii. If involuntary psychotropic medication is not ordered by the court at time of commitment of a Patient Inmate to the JBCT program and the treating psychiatrist determines that psychotropic medication has become medically necessary and appropriate, Contractor shall request that the court issue an order for the administration of involuntary psychotropic medication as outlined in the DSH JBCT Policy and Procedures Manual.

iv. The Contractor will enact policies and procedures to ensure that within 14 days of admission and the Court has authorized administration of involuntary medication, either:

a. The treating medical professional prescribes psychotropic medications to be administered over the patient's objection if the patient does not voluntarily comply with administration. The Contractor's policies and procedures will ensure that involuntary medication is administered over the patient's objection, if necessary, beginning with the date of the medical professional's prescription.

Or

b. The treating medical professional determines that medications that could be provided involuntarily are not currently medically appropriate or necessary for the patient and documents their reasoning in the medical record.

v. The Contractor will enact policies to ensure that when a patient is admitted to the JBCT without an order for involuntary medication and the Contractor subsequently petitions the Court and an order is granted, that within four business days of the date of the Court's order either:

a. The treating medical professional prescribes medications to be administered over the patient's objection if the patient does not voluntarily comply with administration. The Contractor's policies and procedures will ensure that involuntary medication is administered over the patient's objection, if necessary, beginning with the date of the medical professional's prescription.

Or

b. The treating medical professional determines that medications that could be provided involuntarily are not currently medically appropriate or necessary for the patient and documents their reasoning in the medical record.

vi. Upon admission, for each felony IST patient, Contractor will focus on psychiatric and medication stabilization.

a. Record review with a focus on the felony IST patient's psychiatric history and whether psychotropic medication is necessary.
b. If psychotropic medication has not been initiated, prescribed, or the patient is refusing psychotropic medication, Contractor's psychiatric prescriber will assess the felony IST patient and determine the best treatment no later than five business days after admission.
c. If psychotropic medication has been prescribed and the patient is refusing medication that is clinically appropriate and indicated, Contractor will notify DSH to initiate the administrative law judge (ALJ) process to obtain an IMO.
d. Contractor shall strive to use long-acting medications when possible and as appropriate.

e. Contractor shall offer services to all admitted felony IST patients at least three times per week with the goal of building rapport with patients to improve medication adherence, overall mental health stability, and general understanding of competency restoration education.
f. Contractor shall document all offered services as well as refused services and any reasons why services were not received by the patient.
g. Contractor's licensed vocational nurse/psychiatric technician will be available to provide support and assistance to Contractor's psychiatric prescribers (including tele-psychiatrists/Psychiatric Nurse Practitioners), such as conducting labs, vitals, charting, ensuring there are no barriers to the medication prescription, liaising between the Contractor's psychiatric prescriber and jail/jail medical/jail mental health staff as necessary.

vii. Contractor shall be responsible for providing DSH with routine (e.g., weekly), and up-to-date details of the IST patient's medication, including but not limited to, Long-Acting Injectables (LAIs) containing the following information:
   a. Date of administration of the medication
   b. Order date of medication
   c. Dosage amount of medication
   d. Any other relevant medication information related to the IST patient

Q. Suicide Prevention/Adverse Events

Contractor shall develop a suicide prevention program and assessment procedures that shall include an adverse sentinel event review process. Contractor shall submit written suicide prevention procedures to the DSH Contract Manager and/or their designee for approval prior to activation of the JBCT program and annually thereafter.

R. Patients' Rights/Grievance Process

Upon admission, Contractor shall provide an orientation and education on the Patient Inmate grievance process for each Patient Inmate. Contractor shall post the Patient Inmate Grievance Process in a visible location in an area commonly used by Patient Inmates.

S. Data Deliverables

i. Contractor will maintain and update patient information in the JBCT EDP Application consistently for all patients and in a timely manner. Information communicated therein includes, but is not limited to, the following data elements:

Term	Definition
Patient Name:	Last and First name of patient
Case Number:	Court assigned case number for each individual court case. It can typically include letters and numbers.
Booking Number:	Number that County Jail issues to an individual (per Forensics)
Gender:	Male or Female
Date of Birth:	Birthdate, Age can be determined using this date
Ethnicity:	Type of social group that has a common national or cultural tradition. *Caucasian/White, African American/Black, American Indian/Alaska Native, Asian, Native Hawaiian/Other Pacific Islander, Hispanic, Other*
Language Spoken:	Type of language spoken
Interpretive Services Utilized (YES/NO):	Was Interpretive services utilized? Yes or No
Referring County:	County of referral and/or commitment
Commitment Date:	Date of Commitment
Packet Received Date:	Date Packet Received (including incomplete required documents)
Packet Completed Date:	Date Packet completed (including all completed required documents)
Reason for Ongoing Pending Status:	Provide a detail reason why the delay of admission
Screening Evaluation Completed Date:	Date Screening Evaluation was completed
Screening Outcome:	Outcome results of patient screened. Accepted or Rejected
Reason for Screening Rejection:	Detail regarding reason for screening rejection. Bypassed/Triaged, Non-Roc, Medication, Substance-Related, Higher Level-of-Care, Other.
Admission Date:	Date of Admission
Involuntary Medication Order (YES/NO):	Is there a current court ordered IMO in place? Yes or No
IMO Effective Date:	Date IMO was effective on, this is the same as their 1370 commitment date
Medication Adherence:	Whether patients take their medications as prescribed. Fully Adherent, Intermittently Adherent, Refusing. (If applicable to program)
Did I/P Receive Invol Meds (YES/NO):	Was involuntary medication administered to patient? Yes or No
Date Invol Meds Initiated:	Date of involuntary medication administered
Disposition of Discharge/Transfer :	Final determination of patients status. Restored or DSH
Reason for Discharge/Transfer:	Detail regarding reason for patients discharge or transfer.
Date Referred to DSH for Transfer:	Date Referred to DSH for Transfer
Discharge/Transfer Date:	Date of Discharge and or Date of Transfer
Discharge/Transfer Location:	Location where patient will be discharged to. Jail, Atascadero SH, Coalinga SH, Metropolitan SH, Napa SH, Patton SH, Other: Must update Notes with Specific location.
Reason for delayed Discharge:	Provide a detail reason why the delay of discharge.
Date ROC Certificate Submitted to Court:	Date that ROC Certificate was submitted to Court
Primary Diagnosis at Admission:	Patients primary Diagnosis at time of Admission
Diagnosis at Discharge:	Patients primary Diagnosis at time of Discharge
Diagnosis of Malingering? (YES/NO):	Did the patient have a Malingering Diagnosis at any point during their stay in JBCT? Yes or No

ii. Contractor shall submit a monthly report to the DSH that identifies the Patient Inmates that were prescribed any non-formulary injectable psychotropic medication, e.g. Invega Sustenna®, during the reporting period and explains the medical necessity for each prescription upon request.

iii. Contractor shall submit a summary performance report annually from the contract start date to include, but not be limited to, the information stated above and:

1) The total number of individuals restored to competency;
2) The average number of days between program admission and discharge;
3) The total cost of the program by budget category: personnel, operating expenses, administrative expense, custody and housing, and other direct operating costs as well as overall cost per Patient Inmate treated and the costs for those found to be malingering;
4) The cost per cycle of treatment;
5) A description of all implementation challenges; and
6) Special incident reports and notification to the DSH of emergencies.

T. Reporting Requirements

i. Contractor shall submit a written report to the court, the community program director of the county or region of commitment, and the DSH Contract Manager and/or their designee concerning the Patient Inmate's progress toward recovery of trial competence within 90 days of a commitment. The report shall include a description of any antipsychotic medication administered to the Patient Inmate and its effects and side effects, including effects on the Patient Inmate's appearance or behavior that would affect the Patient Inmate's ability to understand the nature of the criminal proceedings or to assist counsel in the conduct of a defense in a reasonable manner.

ii. Contractor shall verbally report any escape within 24 hours to the court that made the commitment, the prosecutor in the case, the Department of Justice, and the DSH Contract Manager and/or their designee, with a written report to follow within five business days.

iii. Contractor shall report via phone or email to the DSH Contract Manager and/or their designee (i.e., the Consulting Psychologist) when a Patient Inmate who is currently receiving treatment in the JBCT program is involved in a Serious Incident. "Serious Incidents" shall include, but not be limited to, causing serious harm to self or others and committing a new felony offense, and are defined more specifically in the Manual. Such reporting shall take place within 24 hours of the Serious Incident. Contractor shall respond to Serious Incidents and law enforcement issues, with coverage 24 hours per day, seven days a week, and with the capacity to arrange for or provide emergency transportation of Patient Inmates. Contractor shall maintain a Serious Incident file that is separate from the Patient Inmate record.

iv. Contractor shall file a certificate of restoration with the court that made the commitment when the Program Director or their designee opines that the Patient Inmate has regained trial competence.

2. TREATMENT PROTOCOL

A. JBCT at Mendocino County Jail is a focused treatment program that quickly facilitates competency through a multidisciplinary approach that individualizes restorative services.

B. Contractor shall provide individual daily contacts each business day with each Patient Inmate. These may be brief encounters provided by clinicians or paraprofessionals that aid in building rapport and ensuring that patients are not in crisis.

C. Contractor will offer individual clinical contacts as defined in the Manual to each Patient Inmate at least twice a week in addition to the weekly medication management appointment, with the focus being the JBCT treatment domains outlined in the Manual: competency education, understanding and management of mental illness, and mental/social stimulation. These topics may be covered in isolation or combination during individual clinical contacts depending on clinical need. In addition to established treatment and educational protocols, individual clinical contacts shall be individualized to patient need

and focused on key competency barriers (e.g., topics include discussion of key legal elements of the individual's case; individualized therapeutic approaches to mitigating the symptoms impeding trial competence or that contribute to high risk behaviors; case specific competency issues; and application of court related knowledge to one's case). If the JBCT is housing more than two Patient Inmates, one of these two contacts may be conducted cell-side in lieu of the daily check in.

D. While not required, Contractor shall strive to provide group treatment to Patient Inmates when appropriate and feasible, including one of the three group treatment domains: competency education, understanding and management of mental illness, and mental/social stimulation. Many group topics can be assimilated into the groupings, e.g., mock trial, music-based competency treatment, etc.

E. Contractor's psychiatrist shall see each Patient Inmate weekly. A psychiatric assessment is a component of the admission process, and more frequent appointments shall be available as needed.

F. Together on a weekly basis, the multi-disciplinary treatment team shall review:
Each patient's progress towards restoration of trial competency and clinical progress more generally, as well as to complete initial and revised individualized treatment plans, as described in the Manual.

3. SAMPLE SMALL COUNTY JBCT PROGRAM TREATMENT SCHEDULE

Monday – Daily Check-In; Competency Education Session 1 (using the education manual and activities)
Tuesday – Daily Check-In; Psychiatric Session
Wednesday – Daily Check-In; Individual Session (e.g., understanding/coping with mental illness)
Thursday – Daily Check-In; Competency Education Session 2 (as applied with socialization/recreation)
Friday – Daily Check-In; Socialization/Recreational session (if not meeting with the psychological evaluator)

4. JAIL BASED COMPETENCY TREATMENT STAFFING MODEL:

Number of Beds	3 to 4 Beds (Effective July 1, 2025)
Treatment Team Staffing*	Psychiatrist – 0.1 Psychologist – 0.15 Program Director – 0.125 Clinician/Competency Trainer – 0.3
Custodial Staff*	Deputy Sheriff – 1.2
**Number of positions reflect full-time equivalent (FTE) values*	

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT:

A. Contractor shall submit all invoices not more frequently than monthly in arrears.

B. For services satisfactorily rendered, and upon receipt and approval of invoices submitted as described herein, the DSH agrees to compensate Contractor in accordance with the rates specified in section 5, Budget Detail.

C. Contractor shall submit invoices for any and all program replenishment costs associated with and pertaining to the items in Exhibit A. Scope of Work, Section 5, "Program Replenishment Funds." The total program replenishment costs invoiced shall not exceed $5,000.00 annually.

D. The DSH is not responsible for services performed by Contractor outside of this Agreement, nor for services performed other than as outlined in Exhibit A, Scope of Work and Exhibit A-1, Program Elements.

E. The DSH makes no guarantee, either written or implied, as to the actual amount of funds that will be expended under this Agreement.

F. Contractor shall not bill or seek reimbursement from DSH for any goods or services if Contractor received or will receive reimbursement or funding for such goods or services under any federal program, such as the CARES Act or FEMA disaster relief, except when Contractor has billed Medicare and seeks the difference between the Medicare payment and the DSH contract price.

2. INSTRUCTIONS TO CONTRACTOR:

A. To expedite the processing of invoices submitted to the DSH for payment, all invoice(s) shall be submitted to the DSH for review and approval at either:

Department of State Hospitals
Attention: Accounting Office
1215 O Street, MS-2
Sacramento, CA 95814
OR
DSHSAC.AccountsPayable@dsh.ca.gov

B. Contractor shall submit one original and three copies of each invoice, unless emailed.

C. Contractor shall type, not handwrite, each invoice on company letterhead. The DSH may provide an invoice template, if requested, which may be used in lieu of company letterhead.

D. Contractor shall clearly note Contractor's name and address on each invoice. The name on the invoice must match the Payee Data Record (Std. 204) and the name listed on this Agreement.

E. Contractor shall list and itemize in accordance with the Budget Detail, all services or deliverables provided on each invoice.

F. Contractor shall include the following on each submitted invoice:
   i. Date(s) during which the services or deliverables were provided and the date in which the invoice was generated;
   ii. Agreement number, which can be found on the Standard Agreement Form (Std. 213);
   iii. Small Business certification number, if applicable;
   iv. Professional license number, if applicable;
   v. Invoice total;
   vi. Written proof of DSH's approval as required by this Agreement for those services requiring pre-approval.

3. BUDGET CONTINGENCY CLAUSE:

A. It is mutually agreed that, if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

B. If funding for any Fiscal Year (FY) is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

C. If this Agreement overlaps Federal and State FYs, should funds not be appropriated by Congress or approved by the Legislature for the FY in which the Agreement was entered into, and/or any subsequent years covered under this Agreement, the State may exercise its option to cancel this Agreement.

D. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature which may affect the provisions or terms of funding of this Agreement in any manner.

4. PROMPT PAYMENT CLAUSE:

A. Payment will be made in accordance with, and within the time specified in, Government Code section 927, et seq.

5. BUDGET DETAIL:

A. The maximum amount of this Agreement shall not exceed $712,282.00 at rates listed in this Agreement.

B. Upon contract execution as well as receipt and approval of the submitted invoices, the DSH shall compensate Contractor for program replenishment costs that shall not exceed $5,000 annually.

C. Upon the first Patient Inmate admission, the per diem rate shall be $435.81 per bed, totaling $1,307.43 per day for three (3) *Allocated Beds*. Upon invoicing, Contractor shall clearly identify the number of days in the month that services were provided.

D. The daily per diem rate for the *Non-Allocated Bed*-shall be $435.81 per Patient Inmate per each day of treatment. Upon invoicing, Contractor shall clearly identify the number of Patient Inmates multiplied by the number of actual treatment days in the month that services were provided.

E. Beginning 90 days from the start of the contracted term of this Agreement, if, over the course of each quarter period during the term of this Agreement, a 80 percent occupancy rate is not maintained, the DSH and Contractor shall execute an amendment to this Agreement upon jointly developing a plan. This plan shall ensure the 80 percent occupancy rate requirement is reliably met. Should another mutually agreeable plan not be identified within a reasonable time period as determined by DSH, the default plan will be to amend the contract to to reduce the minimum number of beds provided and the budget amount accordingly. This provision shall correspond to the standard quarter periods commencing annually on July 1.

F. Pharmaceuticals:

i. Upon invoicing, Contractor shall clearly identify the number of felony IST patients receiving early access and stabilization services in the monthly billing cycle.

ii. The DSH shall compensate Contractor for prescribed psychotropic medication costs for patients enrolled in the EASS program and patients admitted to the JBCT program based on actual usage when medically necessary, which shall not exceed $10,000.00 annually.

iii. The DSH shall compensate contractor for prescribed non-formulary injectable psychotropic medication, e.g. Invega Sustenna®, costs based on actual usage when medically necessary, which shall not exceed $50,000.00 annually.

iv. Upon invoicing, Contractor shall clearly identify the name and cost per long-acting medication multiplied by the number of Patient Inmates that received the medication, the dosage of the medication, and the date of administration during the month that services were provided. The DSH and Contractor shall monitor drug usage and, if/when Contractor anticipates exceeding the Pharmaceuticals Budget, Contractor shall notify the DSH Contract Manager and the DSH will execute a contract amendment to this Agreement in order to increase the Pharmaceuticals Budget, contingent upon the availability of sufficient funds.

G. Language Access Services

i. Upon contract execution, as well as receipt and approval of the submitted invoices, the DSH shall compensate Contractor for actual expenses no more frequently than on a monthly basis for Language Interpretation and Translation service required in Exhibit A Section 7 (N). Costs shall be based on actual usage which shall not exceed $10,500.00 annually.

ii. Upon invoicing for non-printed (verbal) Language Interpretation or Translation services, Contractor shall clearly identify the Patient Inmate's name(s) that received language intepretation or translation services and the cost per service for each Patient Inmate that received the services during the month that services were provided. For printed materials, the Contractor shall identify the purchase order date, language of materials, and quantity of materials. If Contractor anticipates exceeding the annual total, Contractor shall notify the DSH Contract Manager and the DSH will execute a contract amendment to this Agreement or modify the budget across categories in order to increase the annual amount for translation services, contingent upon the availability of sufficient funds.

H. Regional Meetings and Forensic Trainings:

i. Contractor and its subcontractors shall be reimbursed for the travel expenses associated with DSH required meetings and/or trainings as outlined in the Scope of Work. Travel expenses shall not exceed $500.00 annually.

ii. Travel reimbursement rates shall be calculated in accordance with the California Department of Human Resources (CalHR) Rules (Cal. Code of Regs., Title 2 §§ 599.615 - 599.638.1) for non-represented employees, and are subject to the following provisions:

1. Travel must be pre-approved by the DSH Contract Manager. Invitation to attend from the DSH Contract Manager shall serve as pre-approval.

2. Travel shall be at the least expensive method available.

3. Contractor shall be reimbursed for actual expenses, up to the maximum prescribed in the aforementioned CalHR Rules. When determining method of travel, Contractor shall select the option that is the lowest cost to the State when seeking reimbursement for travel.

4. Contractor must submit an originally signed Travel Expense Claim (TEC) form (STD. 262) with their invoice, and with original receipts, for each instance of expenses for meals, parking, and personal vehicle mileage reimbursement. A copy of MapQuest or equivalent is required for mileage claims. All TECs must be approved by the DSH Contract Manager in writing.

5. The time an individual leaves their office or residence and returns to their office or residence shall be used in calculating per diem allowances. All TECs must specify these times in order to be processed for payment. Contractor must retain copies of all TECs and receipts for at least three years from the final payment of this Agreement in case of an audit. For an overview of CalHR's travel reimbursement program, visit http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx. For specific questions regarding which travel expenses are reimbursable, contact the DSH Contract Manager.

I. DSH does not expressly or by implication agree that the actual amount of work will correspond with any estimation provided in this Agreement and reserves the right to omit portions of the estimated amount of work as may be deemed necessary or advisable by the DSH. The estimates listed above are a good faith estimate and are not a guarantee of business and is subject to change depending on the fluctuation in patient populations, etc. The amounts indicated above/below will be used solely for the purposes of encumbering funds. The DSH makes no guarantee, expressed or implied for actual amount of work to be performed. However, the rates contained in Exhibit B shall be binding for the term of this Agreement.

J. Requests for budget modifications across major budget categories and/or across the individual cost categories must be submitted with written justification by the Contractor, approved by DSH Contract Manager, and cannot exceed the Fiscal Year Total Cost amount.

K. At the sole discretion of the DSH and for the purposes of accounting, the DSH may adjust the total proposed expenditure for each fiscal year as needed. In no event will this change the contract price for the services actually rendered.

L. Contractor must submit all invoices within a reasonable time but, no later than 12 months from the date that services were provided. If Contractor fails to provide invoices within 12 months of the date services are rendered, the DSH may elect to reject the invoices for payment as untimely and Contractor will be deemed to have waived any right to payment of the late invoices.

EXHIBIT B-1
SAMPLE INVOICE

[Insert Contractor's Department company logo/address]

INVOICE

DATE	INVOICE #

Department of State Hospitals
Attn: Accounting Office
1215 O Street-MS 2
Sacramento, CA 95814

PERIOD OF SERVICE	AGREEMENT #
[insert date range of month being invoiced]	

Allocated – Minimum Three Beds						
Per Diem Rate		Total Beds		Days in Treatment		Total for [insert month being invoiced]
$435.81	X	3	X	[Insert number of days in the month being invoiced]	=	$_____

Non-Allocated – Additional Bed						
Per Diem Rate		Total Patient Inmates		Days in Treatment		Total for [insert month being invoiced]
$435.81	X	1	X	[Insert actual number of days in treatment for the month being invoiced]	=	$_____

Per Diem Rate of** $435.81 **Per Bed

Prescribed Psychotropic Medications
(Not to Exceed $10,000.00 Annually)

Medication Name	Strength	Doses		Unit Cost		Total for [month] 2025:
			X		=	$
			X		=	$
Total Prescribed Psychotropic Medications						$

Long Acting Injectables (LAI's)
(Not to Exceed $50,000.00 Annually)

Order Date of Medication	Date of Administration	Total Patient Inmates		Unit Cost Per Injection		Total for [month] 2025:
			X		=	$

			X		=	$
Total Long Acting Injectables						$

Invoice Total for [insert month being invoiced]:	**$**_____

PLEASE MAKE REMITTANCE PAYABLE TO:
[Insert Contractor's Department billing contact/address]

Prepared By: [Signature here]_____
[Insert name/title here]

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. ~~INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.~~

5. ***INDEMNIFICATION: In the event the State Department of State Hospitals and a county jail treatment facility are determined to be comparatively at fault for any claim, action, loss, or damage which results from their respective obligations under such a contract, each shall indemnify the other to the extent of its comparative fault.***

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

    Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

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

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

    b. The Government Code Chapter on Antitrust claims contains the following definitions:

        i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

        ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

    c. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

    d. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

    e. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

    a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code§10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code§ 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code§ 999.5(d); Govt. Code§ 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

21. GENERATIVE AI DISCLOSURE OBLIGATIONS:

a. The following terms are in addition to the defined terms and shall apply to the Contract:
   i. "Generative AI (GenAI)" means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)

b. Contractor shall immediately notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State

system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

c. Notification shall be provided to the State designee identified in this Contract.

d. At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.

e. If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.

f. The State, at its sole discretion, may consider Contractor's failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. STANDARD CONDITIONS OF SERVICE

A. The Contractor shall procure and maintain all license(s), permits, registrations and certifications required by law for accomplishing any work required with this agreement. Contractor shall provide proof of any such documentation upon request by DSH. In the event any license(s), permit(s), registration(s), and certification(s) expire at any time during the term of this agreement, Contractor agrees to provide to the State a copy of the renewed document within thirty (30) days following the expiration date. In the event the Contractor fails to keep in effect at all times all required documentation, the State may, in addition to any other remedies it may have, terminate this agreement upon occurrence of such event.

B. The Contractor shall provide services as outlined in this Agreement. Contractor shall be responsible to fulfill the requirements of the Agreement and shall incur expenses at its own risk and invest sufficient amount of time and capital to fulfill the obligations as contained herein.

C. The Contractor and its agents, employees, and subcontractors shall keep informed of, observe, and comply with, all prevailing Federal, State, and local laws, and rules and regulations made pursuant to said Federal, State, and local laws, which in any way affect the conduct of the work of this Agreement. If any conflict arises between provisions of the plans and specifications and any such law above referred to, then Contractor shall immediately notify the state in writing.

D. The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

E. If signing this agreement as a sole proprietor, The Contractor certifies that it is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act (8 U.S.C. § 1601 et seq.).

F. Pursuant to Public Contract Code section 10295.4, persons or companies identified as the largest tax delinquents by the Franchise Tax Board (FTB) or the California Department of Tax and Fee Administration (CDTFA) are ineligible to enter into any contract with the state for non-IT goods or services. Any contract entered into in violation of section 10295.4 is void and unenforceable.

G. If contract activities include collection of organic waste, the Contractor must be aware and adhere to Public Resources Code § 42649.1 et. seq. concerning organic waste recycling requirements. Organic waste includes: food waste, green waste, landscape and pruning waste, nonhazardous wood waste, and food-soiled paper waste that is mixed in with food waste.

H. The Contractor's, and any subcontractor's, own data center or cloud computing, where data may be stored, must be physically located in the continental United States. Remote access to data from outside the continental United States is prohibited.

2. USE OF STATE FUNDS:

A. Contractor, including its officers and members, shall not use funds received from DSH pursuant to this Agreement to support or pay for costs or expenses related to the following:

i. Campaigning or other partisan activities to advocate for either the election or defeat of any candidate for elective office, or for or against the passage of any proposition or ballot measure; or,

ii. Lobbying for either the passage or defeat of any legislation.

B. This provision is not intended and shall not be construed to limit any expression of a view, opinion, or position of any member of Contractor as an individual or private citizens, as long as state funds are not used; nor does this provision limit Contractor from merely reporting the results of a poll or survey of its membership.

3. PUBLICATIONS AND REPORTS:

A. DSH reserves the right to use and reproduce all publications, reports, and data produced or delivered pursuant to this Agreement. DSH further reserves the right to authorize others to use or reproduce such materials, provided the author of the report is acknowledged in any such use or reproduction.

B. If the publication and/or report are prepared by non-employees of DSH, and the total cost for such preparation exceeds $5,000, the publication and/or report shall contain the numbers and dollar amounts of all agreements and subcontracts relating to the preparation of the publication and report in a separate section of the report (Government Code § 7550).

4. DEPARTMENT OF STATE HOSPITALS STAFF:

A. DSH's staff shall be permitted to work side-by-side with Contractor's staff to the extent and under conditions as directed by DSH Contract Manager. In this connection, DSH's staff shall be given access to all data, working papers, etc., which Contractor seeks to utilize.

B. The Contractor shall abide by DSH's written policy and procedures on "nepotism," which is defined as "The practice of an employee using their influence or power to aid or hinder another in the employment setting because of a personal relationship." Accordingly, Contractor shall not use their influence or power to aid or hinder another in DSH's or Contractor's employment setting because of a personal relationship. The Contractor shall disclose any personal relationship with any current DSH workforce member by completing DSH 3215 Verification of Personal Relationships and Hiring of Relatives. Contractor shall also disclose any personal relationships with any current subcontractor(s)' workforce member.

5. CONFIDENTIALITY OF DATA AND DOCUMENTS:

A. Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without written permission of DSH Contract Manager. Contractor shall consult with DSH regarding any Public Records Request Act that involves DSH as a public entity, or if it involves DSH data, information or documents before production.

B. Permission to disclose information or documents on one occasion shall not authorize Contractor to further disclose such information or documents on any other occasion except as otherwise provided in the Agreement or required by law.

C. Contractor shall not comment publicly to the press, or any other media, regarding the data or documents generated, collected, or produced in connection with this Agreement, or DSH's actions on the same, except to DSH's staff, Contractor's own personnel involved in the performance of this Agreement, or as required by law. Contractor shall consult with DSH regarding any request from the media that involves DSH data, information or documents before responding to the requester.

D. If requested by DSH, Contractor shall require each of its employees or officers who will be involved in the performance of this Agreement to agree to the Contract terms in a form to be approved by DSH and shall supply DSH with evidence thereof.

E. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure.

F. After any data or documents submitted has become a part of the public records of DSH, Contractor may at its own expense and upon written approval by DSH or designee publish or utilize the same data or documents but shall include the following Notice:

LEGAL NOTICE

This report was prepared as an account of work sponsored by the Department of State Hospitals (Department) but does not necessarily represent the views of the Department or any of its employees except to the extent, if any, that it has formally been approved by the Department. For information regarding any such action, communicate directly with the Department at P.O. Box 952050, Sacramento, California, 94252-2050. Neither said Department nor the State of California, nor any officer or employee thereof, or any of its contractors or subcontractors makes any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document. Nor does any party represent that use of the data contained herein, would not infringe upon privately owned rights without obtaining permission or authorization from any party who has any rights in connection with the data.

6. PROVISIONS RELATING TO DATA:

A. "Data" as used in this Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental, or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical models, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.

B. "Generated data" is that data, which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by Contractor in the performance of this Agreement at the expense of DSH, together with complete documentation thereof, shall be treated in the same manner as generated data.

C. "Deliverable data" is that data which under terms of this Agreement is required to be delivered to DSH. Such data shall be property of the State of California and DSH.

D. Prior to the expiration of any legally required retention period and before destroying any data, Contractor shall notify DSH of any such contemplated action; and DSH may within 30 days of said notification determine whether or not this data shall be further preserved. DSH shall pay the expense of further preserving this data. DSH shall have unrestricted reasonable access to the data that is preserved in accordance with this Agreement.

E. Contractor shall use best efforts to furnish competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Agreement.

F. All financial, statistical, personal, technical, and other data and information relating to DSH's operation, which are designated confidential by the State or DSH and made available to carry out the Agreement, or which become available to Contractor in order to carry out this Agreement, shall be protected by Contractor from unauthorized use and disclosure.

G. If DSH determines that the above data and information are inadequately protected by Contractor or its subcontractors, DSH shall provide notice of its determination and Contractor and/or its subcontractors shall improve the protections to DSH's satisfaction which shall be evidenced by written approval of the protections implemented.

7. NOTICE:

A. Notice to either party shall be sent via email to DSH-Sacramento at saccontracts@dsh.ca.gov. Alternatively, notice may be given by personal delivery by any means whatsoever to the party and such notice shall be deemed effective when delivered.

8. WAIVER:

A. All remedies afforded in this Agreement are cumulative; that is, in addition to every other remedy provided therein or by law. The failure of DSH to enforce any provision of this Agreement, shall not waive its right to enforce the provision or any other provision of the Agreement.

9. GRATUITIES AND CONTINGENCY FEES:

A. Contractor shall not provide gratuities to any officer or employee of DSH or the State to secure an agreement or favorable treatment with respect to an agreement, the occurrence of which shall constitute a material breach of this Agreement. DSH, by written notice to Contractor, may terminate this Agreement with cause if it is found that gratuities were offered or given by Contractor or any agent or representative of Contractor to any officer or employee of the State or DSH with a view toward securing an agreement or securing favorable treatment with respect to the awarding, amending, or performance of such agreement.

B. In the event this Agreement is terminated as provided in the paragraph above, DSH shall be entitled (a) to pursue the same remedies against Contractor as it could pursue in the event of the breach of the Agreement by Contractor, and (b) as a predetermined amount of liquidated damages, Contractor shall pay an amount which shall not be less than three times the cost incurred by Contractor in providing any such gratuities to any such officer or employee.

C. The rights and remedies of DSH provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. Contractor warrants by execution of this Agreement that no person or selling agency has been employed or retained to solicit or secure this Agreement for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees of Contractor, for the purpose of securing business. For breach or violation of this warranty, DSH shall, among other rights, have the right to rescind this Agreement without liability, paying only for the values of the work returned, 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.

10. INTEGRATION CLAUSE:

A. The parties agree that this Agreement, including only the State standard form 213 and all exhibits, constitute the entire agreement of the parties and no other understanding or communication, whether written or oral, shall be construed to be a part of this Agreement.

11. CAPTIONS:

A. The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the clauses to which they pertain.

12. PUBLIC HEARINGS:

A. If public hearings on the subject matter dealt with in this Agreement are held within one year from the Agreement expiration date, Contractor shall make available to testify the personnel assigned to this Agreement at the hourly rates specified in Contractor's proposed budget. DSH shall reimburse Contractor for travel of said personnel at the Agreement, or if none, at State rates for such testimony as may be requested by DSH.

13. FORCE MAJEURE:

A. Neither DSH nor Contractor shall be deemed to be in default in the performance of the terms of this Agreement if either party is prevented from performing the terms of this Agreement by causes beyond its control, which shall include without being limited to: acts of God; interference, rulings or decision by municipal, Federal, State or other governmental agencies, boards or commissions; any laws and/or regulations of such municipal, State, Federal, or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, earthquakes or other similar environmental causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other party written notice of the cause of delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable.

14. LITIGATION:

A. DSH, promptly after receiving notice thereof, shall notify Contractor in writing of the commencement of any claim, suit, or action against DSH or its officers or employees for which Contractor must provide indemnification under this Agreement. The failure of DSH to give such notice, information, authorization, or assistance shall not relieve Contractor of its indemnification

obligations. Contractor shall immediately notify DSH of any claim or action against it which affects, or may affect, this Agreement, the terms, or conditions hereunder, DSH, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of DSH.

B. Contractor shall be in default of this Agreement (i) upon the institution by or against Contractor of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of Contractor's debts, (ii) upon Contractor making an assignment for the benefit of creditors, (iii) upon either party's dissolution or ceasing to do business or (iv) when the facts and circumstances indicate that Contractor is insolvent. For purposes of this Agreement, Contractor shall be deemed insolvent if: (i) Contractor has failed to pay salaries, overtime or benefits required by law of agreement, (ii) Contractor has failed to pay a subcontractor amounts owed pursuant to its agreements with a subcontractor, or (iii) Contractor has failed to pay a vendor amounts Contractor owes the vendor for more than 90 days the past due date for payment.

15. EXCISE TAX:

A. The State of California is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. California may pay any applicable sales or use tax imposed by another state.

16. RIGHT TO TERMINATE:

A. DSH reserves the right to cancel all or a portion of the service for any reason, subject to thirty (30) days written notice to the contractor. If terminated, payment shall be made only for the provision of services expressly authorized by this Agreement until the date of termination and only at the rates set forth in Exhibit B, Budget Detail. In the case of early termination, a final payment will be made to Contractor upon receipt of an invoice covering all authorized costs incurred prior to the date of termination. DSH shall not be responsible for unamortized costs, overhead or capital costs or any other related costs, including but, not limited to costs incurred in connection with the cancellation of leases or contracts pertaining to facilities, equipment or supplies, labor and employee benefits costs, and expenditures incurred after the date of notice of termination.

B. This agreement can be immediately terminated for cause. The term "for cause" means that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

17. LIABILITY FOR LOSS AND DAMAGES:

A. Any damages by Contractor, their personnel, subcontractors, and other service providers through this Agreement to DSH's facility, including equipment, furniture, materials, or other State or DSH property, shall be repaired or replaced by Contractor to the satisfaction of DSH at Contractor's expense. DSH, at its option, may repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.

18. SECURITY CLEARANCE/FINGERPRINTING/TUBERCULIN SKIN TESTING:

A. DSH reserves the right to conduct fingerprinting, drug testing, and/or security clearance through the Department of Justice, Bureau of Criminal Identification, and Information (BCII), prior to award and at any time during the term of the Agreement, in order to permit Contractor, their personnel, subcontractors, and other service providers through this Agreement access to State premises. DSH further reserves the right to terminate this Agreement should a threat to security be determined.

B. In the event that the services required under this Agreement will be performed within a DSH facility, Contractors and their employees who are assigned to work with, near, or around patients shall be required to be examined and tested or medically evaluated by a licensed healthcare provider for TB in an infectious or contagious stage prior to the performance of contracted duties, and at least once a year thereafter (within 12 months of their initial or previous TB test under this contract), or more often as directed by DSH. Contractors and their employees who have any contact (physical or nonphysical) with patients, shall be required to furnish to the DSH Contract Manager, at no cost to DSH, a documented Tuberculosis (TB) evaluation/test for TB infection (Tuberculin Skin Test (TST) or a blood test Interferon Gamma Release Assay (IGRA) completed within (30) thirty days of the start date of the services and be certified to be free of TB in an infectious or contagious stage by a licensed healthcare provider prior to assuming their contracted duties and annually thereafter.

C. If both documented results of the TST provided ≤ 0-9/mm of induration, then the tested person may be cleared to provide services. However, if the documented result of the TST is ≥ 10/mm of induration, then they shall be subject to additional testing and/or clearances before he or she is allowed to work at a DSH facility.

D. DSH reserves the right, in its sole and absolute discretion, to take measures to minimize the transmission of influenza. Contractor, their personnel, subcontractors, and other service providers through this Agreement may be required to either a) show written proof that they have received an influenza vaccine, or b) complete an Influenza Declination Form, which will be provided upon request. In addition, all non-vaccinated providers may be required to wear a mask. In its sole and absolute discretion, DSH may elect to provide free influenza vaccines to Contractor, their personnel, subcontractors, and other service providers through this Agreement.

19. PHYSICIAN OWNERSHIP AND REFERRAL ACT OF 1993:

A. For applicable medical services contracts, and in accordance with the Physician Ownership and Referral Act of 1993, Contractor shall not refer any patient to any health care provider or health-related facility if Contractor has a financial interest with that health care provider or health-related facility.

B. Contractor may make a referral to or request consultation from a sole source health care provider or health-related facility in which financial interest is held if Contractor is located where there is no alternative provider of service within either twenty-five (25) miles or forty (40) minutes travel time, subject to the prior approval of DSH. Contractor shall disclose, in writing, as well as on a continuous basis, to DSH, its financial interest at the time of referral or request for consultation. In no event, will this prohibit patients from receiving emergency health care services.

20. RESOLUTION OF DISPUTES:

A. In the event of a dispute, Contractor will attempt resolution with the DSH Contract Manager or designee with a written explanation of the situation. If no resolution is found, Contractor shall file a "Notice of Dispute" with the Department of State Hospitals within ten (10) days of the failed resolution at the following address:

Attn: PAC or PCO
Department of State Hospitals, PCSS
1215 O Street MS#1
Sacramento, CA 95814
Or via email at: SacContracts@dsh.ca.gov

B. The Purchasing Authority Contact (PAC) or the Procurement Contract Officer (PCO) or designee shall meet with the Contractor for purposes of resolving the dispute. The decision of the PAC or PCO or the designee shall be final. In the event of a dispute, the language contained within this agreement and its attendant Exhibits shall prevail over any other language.

C. Neither the pendency of a dispute nor its consideration by the PAC or PCO will excuse the Contractor from full and timely performance in accordance with the terms of the Agreement.

21. SUBCONTRACTS:

A. Except for subcontracts identified on DGS PD 05-105 Bidder Declaration, Contractor shall submit any subcontracts in connection with this Agreement to DSH for its prior written approval. No work shall be subcontracted without the prior written approval of DSH. Upon the termination of any subcontract, DSH shall be notified immediately. Any subcontract shall include all the terms and conditions of this Agreement and its attachments.

B. Nothing contained in this Agreement shall create any contractual relationship between DSH and any subcontractors, and Contractor is solely responsible for payment of any and all fees, expenses, salaries and benefits of subcontractor. No subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor is fully responsible to DSH for the acts and omissions of its subcontractors and of persons either directly or indirectly employed or acting as an agent by any of them.

22. RUSSIAN SANCTION ORDERS:

A. On March 4, 2022, Governor Gavin Newsom issued Executive Order (EO) N-6-22 regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

23. NEWS RELEASES:

A. News releases pertaining to award of, or work performed as a result of, a contract may not be made without prior written approval of:

DSH Office of Communications
Phone: (916) 654-2410
After Hours: (916) 206-9274
Email: Officeofcommunications@dsh.ca.gov

24. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE:

A. The DSH affords equal opportunity to individuals in its employment, services, programs, and activities in accordance with federal and state laws. This includes effective communication and access to electronic and information communication technology resources for individuals with disabilities. Contractor shall deliver all applicable services and products in reasonable compliance with applicable DSH standards (for example, Web Content Accessibility Guidelines, Version 2.0 or a subsequent version, at Level AA or higher, and the requirements of sections 11135 and 7405 of the Government Code and Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as applicable); upon request, provide the DSH with its accessibility testing results and written documentation verifying accessibility; promptly respond to and resolve accessibility complaints; and (indemnify and hold the DSH harmless in the event of claims arising from inaccessibility.)

EXHIBIT E
CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS
(HIPAA/HITECH Act contracts)
HIPAA Business Associate Agreement

These Confidentiality and Information Security Provisions for Health Insurance Portability and Accountability Act of 1996 (HIPAA) and Health Information Technology for Economic and Clinical Health (HITECH) Act contracts) set forth the information privacy and security requirements Contractor is obligated to follow with respect to all confidential information (as defined herein) disclosed to Contractor, or collected, created, maintained, stored, transmitted, or used by Contractor for or on behalf of the California Department of State Hospitals (DSH), pursuant to Contractor's agreement with DSH. DSH and Contractor (the parties) desire to protect the privacy and provide for the security of DSH confidential information pursuant to this Exhibit and in compliance with state and federal laws applicable to the confidential information.

1. CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS:

A. Contractor shall comply with applicable laws and regulations, including but not limited to Welfare and Institutions Code sections 14100.2 and 5328 et seq., the Lanterman-Petris-Short Act, Civil Code section 1798 et seq., the Information Practices Act of 1977, Health and Safety Code section 123100 et seq., the Patient Access to Health Records Act, Title 42, Code of Federal Regulations (C.F.R.) part 431.300 et seq. , and HIPAA, including but not limited to section 1320d et seq. of Title 42 of the United States Code and its implementing regulations (including but not limited to Title 45, Code of Federal Regulations (C.F.R.), parts 160, 162 and 164 (HIPAA regulations) regarding the confidentiality and security of protected health information (PHI). The following provisions of this Exhibit set forth some of the requirements of these statutes and regulations. This Exhibit should not be considered an exclusive list of the requirements. Contractor is required to fulfill the requirements of these statutes and regulations by independently researching and obtaining legal advice on these requirements as they may be amended from time to time.

B. Order of Precedence: With respect to confidentiality and information security provisions for all DSH confidential information, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and DSH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.

C. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to DSH confidential information disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of DSH, pursuant to Contractor's agreement with DSH. When applicable, the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.

2. DEFINITIONS:

A. The following terms used in the agreement between DSH and Contractor shall have the same meaning as those terms in the HIPAA Rules: Breach, Covered Entity, Data Aggregation, Disclosure, Health Care Operations, Individual, Minimum Necessary, Protected Health Information, Secretary, Subcontractor, Unsecured Protected Health Information, and Use.

B. Specific Definitions

i. Contractor. Contractor shall have the same meaning as the term "business associate" at 45 C.F.R. section 160.103.

ii. Breach. With respect to Contractor's handling of confidential information, "breach" shall have the same meaning as the term "breach" in HIPAA, 45 C.F.R. section 164.402.

iii. HIPAA Rules. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. parts 160 and 164 .

iv. Confidential Information. Confidential information is all information and records obtained in the course of providing services to either voluntary or involuntary recipients of services, codified in Welfare and Institutions Code section 5328. Confidential information shall include information or data that is defined as Protected Health Information in HIPAA or Personal Information as defined herein.

v. Personal Information (PI). PI shall have the same meaning as defined in Civil Code section 1798.3, subdivision (a).

vi. Required by law, as set forth under 45 C.F.R. section 164.103 , shall mean a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits. A mandated use or disclosure that is required by law must be authorized under both federal and state privacy laws and regulations, including those listed in subsection 1.A. above.

vii. Security Incident. Security Incident shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of (1) confidential information, or (2) confidential data that is essential to the ongoing operation of Contractor's organization and intended for internal use; or, (3) interference with system operations in an information system.

viii. Designated Record Set. Designated record set shall mean the group of records maintained for DSH that includes medical, dental, and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for DSH health plans; or those records used to make decisions about individuals on behalf of DSH.

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE:

A. Contractor agrees to:

i. Not use or disclose confidential information other than as permitted or required by the agreement between DSH and Contractor or as required by law. Contractor shall inform DSH of any disclosure required by law that is not contemplated by this agreement, prior to making the disclosure. Any use or disclosure of DSH confidential information shall be the minimum necessary;

ii. Promptly transmit to the DSH Contract Manager all requests for disclosure of any confidential information requested by third parties to the agreement between Contractor and DSH.

iii. Use appropriate safeguards, and comply with Subpart C of 45 C.F.R. part 164 with respect to electronic confidential information, to prevent use or disclosure of confidential information other than as provided for by the agreement with DSH;

iv. Report to DSH any access, use or disclosure of confidential information not provided for by the agreement with DSH of which it becomes aware, including breaches of unsecured protected health information as required at 45 C.F.R. section 164.410 , and any security incident of which it becomes aware;

v. In accordance with 45 C.F.R. sections 164.502(e)(1)(ii) and 164.308(b)(2) , if applicable, ensure that any agents and subcontractors that create, receive, maintain, or transmit confidential information on behalf of Contractor enter into a written agreement with Contractor agreeing to be bound to the same restrictions, conditions, and requirements that apply to Contractor with respect to such information;

vi. Provide access and make available confidential information in a designated record set to DSH or to an individual in accordance with 45 C.F.R. section 164.524 and California Health and Safety Code section 123100 et seq.. Contractor shall use the forms and processes developed by DSH for this purpose and shall respond to requests for access to records transmitted by DSH within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none;

vii. If Contractor maintains electronic health records with PHI and an individual requests a copy of such information in an electronic format, Contractor shall provide such information in an electronic format to enable DSH to fulfill its obligations under the HITECH Act, including but not limited to, 42 U.S.C. section 17935(e);

viii. If Contractor receives data from DSH that was provided to DSH by the Social Security Administration, upon request by DSH, Contractor shall provide DSH with a list of all employees, subcontractors, and agents who have access to the Social Security data, including employees, contractors, and agents of its subcontractors and agents;

ix. Make any amendment(s) to confidential information in a designated record set as directed or agreed to by DSH pursuant to 45 C.F.R. section 164.526, or take other measures as necessary, agreed to by DSH, to satisfy DSH's obligations under 45 C.F.R. section 164.526;

x. Document and make available to DSH or (at the direction of DSH) to an individual within 15 days such disclosures of PHI, and information related to such disclosures, necessary to respond to a proper request by the individual for an accounting of disclosures of PHI, in accordance with the HITECH Act and its implementing regulations, including but not limited to 45 C.F.R. section 164.528 and 42 U.S.C. section 17935(c). If Contractor maintains electronic health records for DSH as of January 1, 2009, Contractor must provide an accounting of disclosures, including those disclosures for treatment, payment, or health care operations, effective with disclosures on or after January 1, 2014. If Contractor acquires electronic health records for DSH after January 1, 2009, Contractor must provide an accounting of disclosures, including those disclosures for treatment, payment, or health care operations, effective with disclosures on or after the date the electronic health record is acquired, or on or after January 1, 2011, whichever date is later. The electronic accounting of disclosures shall be for disclosures during the three years prior to the request for an accounting;

xi. To the extent Contractor is to carry out one or more of DSH's obligation(s) under Subpart E of 45 C.F.R. part 164 , comply with the requirements of Subpart E that apply to DSH in the performance of such obligation(s);

xii. Make its internal practices, accounting, and records available to the DSH or the US Health and Human Services Secretary for purposes of determining compliance with the HIPAA regulations, in a time and manner designated either by DSH or the Secretary;

xiii. Comply with all applicable legal obligations pursuant to the California Consumer Privacy Protection Act (CCPA) of Contractor, its employees, agents and subcontractors, including but not limited to the handling and disclosure of PI received resulting from this agreement, abiding by CCPA notice requirements on Contractor's website(s), safeguarding personal information received in connection with this agreement, refraining from using PI received in connection with this agreement outside of the enumerated business purpose contained therein. Contractor's failure to comply with such laws and regulations shall constitute a material breach of this Agreement, and shall be grounds for immediate termination of the Agreement by DSH, pursuant to section 7 of Exhibit C. By executing this Agreement, Contractor certifies that it is aware of its legal obligations as set forth under the CCPA, that it is in compliance with the CCPA, and shall remain in compliance with all such laws and regulations for the term of this Agreement;

xiv. Indemnify and hold the DSH harmless from and against any and all liability, loss, suit, damage or claim, including third party claims brought against the DSH, pursuant to section 5 of Exhibit C of this Agreement, as well as damages and reasonable costs assessed against the DSH by a court of competent jurisdiction (or, at Contractor's option, that are included in a settlement of such claim or action in accordance herewith), to the fullest extent permitted by State law, to the extent such claim arises from Contractor's violation of the CCPA in relation to Contractor's performance under this agreement; provided, that (i) Contractor is notified promptly in writing of the claim; (ii) Contractor controls the defense and settlement of the claim; (iii) Contractor provides a defense with counsel approved by the DSH; and (iv) the DSH cooperates with all reasonable requests of Contractor (at Contractor's expense) in defending or settling the claim.

4. PERMITTED USES AND DISCLOSURES OF CONFIDENTIAL INFORMATION BY THE CONTRACTOR:

A. Except as otherwise provided in the Agreement between Contractor and DSH, Contractor, may use or disclose DSH confidential information to perform functions, activities or services identified in the agreement with DSH provided that such use or disclosure would not violate federal or state laws or regulations.

B. Contractor may not use or disclose the confidential information except as provided and permitted or required by this Agreement with DSH or as required by law.

C. Contractor may use and disclose confidential information for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor, provided that such uses and disclosures are required by law.

D. Contractor may use confidential information to provide data aggregation services related to the health care operations of the DSH. Data aggregation means the combining of DSH confidential information created or received by Contractor on behalf of DSH with confidential information received by Contractor in its capacity as the business associate of another Covered Entity, to permit data analyses that relate to the health care operations of DSH.

5. SAFEGUARDS:

A. Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards. The information privacy and security program shall reasonably and appropriately protect the confidentiality, integrity, and availability of the confidential information that it creates, receives, maintains, or transmits; and prevent the use or disclosure of confidential information other than as provided for by the agreement with DSH. Contractor shall provide the DSH with information concerning such safeguards upon request from DSH.

i. Administrative safeguards to be implemented shall include, but are not limited to training, instructions to employees, and policies and procedures regarding the HIPAA Privacy Rule.

ii. Technical safeguards to be implemented must comply with the HIPAA Security Rule and Subpart C of part 164 of the HIPAA regulations with respect to electronic confidential information, and shall include, but are not limited to, role-based access, computer passwords, timing out of screens, storing laptop computers in a secure location (never leaving the equipment unsecured at workplace, home or in a vehicle) and encryption.

iii. Physical safeguards to be implemented shall include, but are not limited to, locks on file cabinets, door locks, partitions, shredders, and confidential destruct.

6. SECURITY REQUIREMENTS:

A. Authentication mechanisms must be consistent with the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-63. Contractor shall implement appropriate authentication methods to ensure information system access to confidential information is only granted to properly authenticated and authorized persons. All users must be issued a unique user account for accessing DSH data. If passwords are used in user authentication

(e.g., username/password combination), Contractor shall implement strong password controls on all compatible computing systems with the following minimum controls applied:

i. User accounts must be promptly disabled or deleted upon the transfer or termination of an employee
ii. Passwords are not to be shared
iii. Passwords must be at least eight characters in length. Password policy requiring a length of fifteen characters or more does not require periodic password changes. Passwords of between eight and fourteen characters must require the password be changed at most every 90 days
iv. Passwords must not be comprised of a single dictionary word
v. Passwords must not be stored in readable format on any computer or system
vi. Passwords must be changed if compromised or revealed to any party other than the assigned user
vii. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
    (1) Upper case letters (A-Z)
    (2) Lower case letters (a-z)
    (3) Arabic numerals (0-9)
    (4) Non-alphanumeric characters (punctuation symbols)

B. Systems accessible from internet locations require authentication meeting NIST SP 800-63 Authenticator Assurance Level 2 at a minimum, including multi-factor authentication.

C. Contractor shall implement the following security controls on each server, workstation, or portable computing device (e.g., laptop computer) that processes or stores confidential, personal, or sensitive data:

(1) Network-based firewall and/or personal firewall.

(2) Continuously updated next-generation anti-virus (NGAV) software. NGAV software must be able to provide real-time detection and prevention of malware and non-malware attacks, including file based as well as memory-based and file-less attacks. NGAV software must be designed to detect and prevent abnormal behaviors including "zero day" (never before seen malware) attacks, and use indicators of compromise to identify abnormalities. Vendor-managed devices operating within DSH networks will utilize DSH-provided endpoint protection software to permit monitoring and isolation of devices which exhibit abnormal behavior.

(3) Patch-management process including installation of all operating system/software vendor security patches. All applicable patches rated critical or high, have a common vulnerability scoring system (CVSS) score of 7.0 or greater, or correct exploitable vulnerabilities, must be installed within a maximum of 30 days from vendor release.

(4) All workstations and laptops that process and/or store DSH PCI must be encrypted using a FIPS 140-23 certified algorithm, such as Advanced Encryption Standard (AES), with a 128 bit key or higher.

(5) Servers containing unencrypted DSH PCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

D. Encrypt all confidential information, including personal or sensitive data, stored on portable electronic devices (including, but not limited to, USBs and hard drives) and on portable computing devices (including, but not limited to, laptop computers, smart phones and PDAs) with a solution using a FIPS 140-3 certified algorithm, such as Advanced Encryption Standard (AES), with a 128 bit key or higher.

E. Prior to disposal, sanitize all DSH confidential information or data contained in hard drives, memory devices, portable electronic storage devices, mobile computing devices, and networking equipment in a manner consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-88.

F. Contractor shall not transmit confidential information, including personal or sensitive data, via e-mail or other Internet transport protocol over a public network unless a FIPS 140-3 certified algorithm, at minimum, such as Advanced Encryption Standard (AES), with a 128 bit key or higher is used to secure the data.

7. MITIGATION OF HARMFUL EFFECTS:

A. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of confidential information by Contractor or its subcontractors in violation of the requirements of the agreement.

8. NOTIFICATION OF BREACH:

A. During the term of the agreement with DSH, and if applicable, after termination, Contractor shall report to DSH any use or disclosure of information not provided for by this Agreement of which it became aware including breaches of unsecured confidential information as required by 45 C.F.R. section 164.410 .

9. DISCOVERY OF BREACH:

A. Contractor shall immediately notify the DSH Chief Information Security Officer and the DSH Chief Privacy Officer by email upon the discovery of a breach of confidential information in all forms (paper, electronic, or oral) if the confidential information was, or is reasonably believed to have been, acquired by an unauthorized person, or within 24 hours by email of the discovery of any suspected security incident, intrusion or unauthorized use or disclosure of confidential information in violation of the agreement with DSH, or potential loss of DSH confidential information or data. If the security incident occurs after business hours or on a weekend or holiday, notification shall be provided by calling the DSH Chief Information Security Officer. Contractor shall take:

ii. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and,

iii. Any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

10. INVESTIGATION OF BREACH:

A. Contractor shall immediately investigate such security incident, breach, or unauthorized use or disclosure of DSH confidential information. Within 8 hours of discovery (of the breach), Contractor shall notify the DSH Chief Information Security Officer and the DSH Chief Privacy Officer of at least the following:

i. the data elements involved and the extent of the confidential data involved in the breach;

ii. a description of the unauthorized person(s) known or reasonably believed to have improperly acquired, accessed, used, transmitted, sent or disclosed confidential information;

iii. a description of where and when the confidential information is believed to have been improperly acquired, accessed, used, transmitted, sent or disclosed;

iv. a description of the probable causes of the improper acquisition, access, use, transmission, sending, or disclosure; and

v. whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are required.

11. WRITTEN REPORT:

A. Contractor shall provide a written report of the investigation to the DSH Chief Information Security Officer and DSH Chief Privacy Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, an estimation of cost for remediation, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

12. NOTIFICATION OF INDIVIDUALS:

A. Contractor shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and pay any costs of such notifications, as well as any costs associated with the breach. Notification shall be made in the most expedient time possible without reasonable delay. The DSH Contract Manager, DSH Chief Information Security Officer, and DSH Chief Privacy Officer shall approve the time, manner, and content of any such notifications and their review and approval must be obtained by Contractor before the notifications are made.

13. DSH CONTACT INFORMATION:

A. Contractor shall direct communications to the DSH Contract Manager, DSH Chief Information Security Officer, and DSH Chief Privacy Officer, and Contractor shall initiate contact as indicated herein. DSH reserves the right to make changes to the contact information below by giving written notice to Contractor. Said changes shall not require an amendment to the agreement between the parties to which it is incorporated.

DSH Contract Manager	DSH Chief Privacy Officer	DSH Chief Information Security Officer
See Exhibit A - Scope of Work for contact information	Chief Privacy Officer Legal Division 1215 O Street Sacramento, CA 95814 Email: Privacy.Officer@dsh.ca.gov Telephone: 916-654-2319	Chief Information Security Officer Information Security Office 1215 O Street Sacramento, CA 95814 Email: iso@dsh.ca.gov and security@dsh.ca.gov Telephone: 916-654-4218

14. EMPLOYEE TRAINING AND DISCIPLINE:

A. Contractor shall train and use reasonable measures to ensure compliance with the requirements of the Agreement between DSH and Contractor by employees who assist in the performance of functions or activities under this Agreement and use or disclose confidential information; and discipline such employees who intentionally violate any provisions of this Agreement.

15. EFFECT OF TERMINATION:

A. Upon termination or expiration of the Agreement between Contractor and DSH for any reason, Contractor shall return, at its sole expense, to DSH all confidential information and data within five (5) business days or as otherwise specified in the request or notice to return records or, if agreed to by DSH, destroy all confidential information and data received from DSH or created or received by Contractor on behalf of DSH, that Contractor still maintains in any form. Contractor shall retain no copies of DSH confidential information. However, if return or destruction is not feasible, Contractor shall continue to extend the protections and provisions of the agreement to such information, and limit further use or disclosure of such confidential information to those purposes that make the return or destruction of such confidential information infeasible. This provision shall apply to DSH confidential information that is in the possession of Contractor, its subcontractors, or its agents.

16. MISCELLANEOUS PROVISIONS:

A. DSH shall notify Contractor and Contractor shall notify DSH of restrictions on disclosures or the manner of confidential communications requested and agreed to by Contractor or DSH from an individual to satisfy 45 C.F.R. section 164.522.

B. Assistance in Litigation or Administrative Proceedings. Contractor shall make itself, and use its best efforts to make any subcontractors, employees or agents assisting Contractor in the performance of its obligations under the agreement with DSH, available to DSH at no cost to DSH to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DSH, its directors, officers or employees for claimed violations of HIPAA, regulations or other laws relating to security and privacy based upon actions or inactions of Contractor and/or its subcontractors, employees, or agents, except where Contractor or its subcontractors, employees, or agents is a named adverse party.

C. No Third-Party Beneficiaries. Nothing expressed or implied in the terms and conditions of the agreement between Contractor and DSH is intended to confer, nor shall anything herein confer, upon any person other than DSH or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

D. The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with the HIPAA regulations and applicable federal and state laws. The parties agree that any ambiguity in the terms and conditions of the agreement between the parties shall be resolved in favor of a meaning that complies and is consistent with state and federal law, including HIPAA and the HIPAA regulations.

E. A reference in the terms and conditions of the agreement between DSH and Contractor to any HIPAA regulation relates to that section in effect or as amended.

F. The obligations of Contractor under this Exhibit E shall survive the termination or expiration of the agreement.

17. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS:

A. DSH may immediately terminate the agreement between Contractor and DSH if (a) Contractor is found liable in a civil or criminal proceeding for a violation of the HIPAA Privacy or Security Rule or (b) a finding or stipulation that Contractor has violated a privacy or security standard or requirement of HIPAA, or other security or privacy laws made in an administrative or civil proceeding in which Contractor is a party.

18. **TERMINATION FOR CAUSE:**

A. In accordance with 45 C.F.R. section 164.504(e)(1)(ii), upon DSH's knowledge of a material breach or violation of this Exhibit by Contractor, DSH shall:

i. Provide an opportunity for Contractor to cure the breach or end the violation and terminate the agreement if Contractor does not cure the breach or end the violation within the time specified by DSH; or

ii. Immediately terminate the agreement pursuant to section 7 of Exhibit C of this Agreement, if Contractor has breached a material term of this Exhibit and cure is not possible.

MENDOCINO COUNTY JBCT- 4 BEDS
July 1, 2025 - June 30,2026

Budget Proposal

Clinical Provider	Staffing FTE Total	Annual Salary	Annual Benefits	Daily Rate - 4 Beds
Program Director	0.125	$ 67,650.00	$ 5,883.00	$ 50.37
Psychiatrist	0.100	$ 141,251.00	$ 7,966.00	$ 102.20
Psychologist	0.150	$ 85,067.00	$ 6,403.00	$ 62.65
Competency Trainer	0.300	$ 115,424.00	$ 11,508.00	$ 86.94
	0.675	**$ 409,392.00**	**$ 31,760.00**	**$ 302.16**

County	Staffing FTE Total	Annual Salary	Annual Benefits	Daily Rate - 4 Beds
Deputy Sheriff - Custodial	1.20	$ 91,960.80	$ 103,171.20	$ 133.65
	1.20	**$ 91,960.80**	**$ 103,171.20**	**$ 133.65**

PROPOSED DAILY BED RATE		**$ 435.81**
CONTRACT TOTAL - YEAR 1		
Annual Total - 4 filled beds		**$ 636,282.60**
Replenishment Costs	$	5,000.00
Long-Acting Injectables	$	50,000.00
Medications	$	10,000.00
DSH Training/Travel Funds	$	500.00
Language Access Services	$	10,500.00
Total	$	*712,282.60*
Total Contract Amount	**$**	**712,282.60**

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3as)

To: BOARD OF SUPERVISORS

From: Social Services

Meeting Date: July 29, 2025

Department Contact:	DeNeese Parker	**Phone:**	707-463-7761
Department Contact:	Waldi Helma	**Phone:**	707-467-5815

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Approval of Retroactive Agreement with California Department of Social Services, California-Child and Family Services Review in the Amount of $156,519 per Fiscal Year, for a total contract of $782,595, to Provide Case Review and Quality Assurance in Accordance with 45 C.F.R. 1355.34(c) and California Welfare and Institutions Code Section 10601.2(a) for Family and Children's Services, Effective in Fiscal Years 2025/2026 through 2029/2030

Recommended Action/Motion:
Approve retroactive Agreement with California Department of Social Services , California-Child and Family Services Review in the amount of $156,519 per fiscal year, for a total contract of $782,595, to provide Case Review and Quality Assurance in accordance with 45 C.F.R. 1355.34(c) and California Welfare and Institutions Code Section 10601.2(a) for Family and Children's Services, effective in fiscal years 2025/2026 through 2029/2030; authorize the Social Services Director or designee to sign any future amendments to the Agreement that do not increase the maximum amount, and authorize the Chair to sign same.

Previous Board/Board Committee Actions:
None.

Summary of Request:
In accordance with 45 C.F.R. 1355.34(c) and California Welfare and Institutions Code Section 10601.2(a), local county child welfare agencies are responsible for implementing a qualitative case review process and required to complete a review of randomly sampled cases based on caseload size.

According to All County Letter (ACL) 24-03, counties that complete 20 or fewer case reviews per year have the option to contract with California Department of Social Services (CDSS) for case reviews services and/or quality assurance (QA). CDSS selected Mendocino County for this contract to support Family and Children's Services (FCS) in meeting the mandate.

Over the past years, Family and Children's Services (FCS) has had ongoing staffing challenges. Staff assigned to case reviews and quality assurance must go through extensive training and a rigorous state certification process. Ideally, they should have an in-depth knowledge of child welfare; however, staff cannot be involved in any form with the case, e.g. case carrying, processing fiscal claim reimbursements, or transportation of clients.

Item #: 3as)

This contract will meet the federal and state mandates for case reviews and quality assurance. It also will satisfy the Grand Jury's findings to improve Quality Assurance for Mendocino County child welfare practice. CDSS will and share outcomes and areas for improvement with FCS providing opportunities for change.

Due to staffing constraints, Mendocino County has not met the mandated case reviews per Federal Fiscal Year (FFY). In the past when Mendocino County was able to get close to meeting the required amount of case reviews, Mendocino County overspent the allocation. The total contract amount of $782,595 is for five years; $159,519.00 per fiscal year, which is divided annually by $78,259.50 State General Funds that will be claimed and reimbursed and $78,259.50 county match covered through 1991 Realignment.

This is a retractive Agreement starting 7/1/25. CDSS initiated the contract process and sent the final version to FCS on June 19th, 2025. To meet the mandates, CDSS must start the process of case review July 1st, 2025.

Alternative Action/Motion:
Return to staff for alternative handling.

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: State General Fund and 1991 Realignment
current f/y cost: $156,519
budget clarification: N/A
annual recurring cost: $156,519
budgeted in current f/y (if no, please describe): Yes
revenue agreement: No

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Steve Dunnicliff, Deputy CEO

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk
Date: July 29, 2025

Final Status: **Approved**
Executed Item Type: Agreement
Number: 25-136

BOS Agreement 25-136

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
25-5007	

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

CONTRACTING AGENCY NAME

Mendocino County Department of Social Services

CONTRACTOR NAME

California Department of Social Services

2. The term of this Agreement is:

START DATE

July 1, 2025

THROUGH END DATE

June 30, 2030

3. The maximum amount of this Agreement is:

$782,595.00 Seven Hundred Eighty-Two Thousand Five Hundred Ninety-Five Dollars and 00/100

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

	Exhibits	Title	Pages
	Exhibit A	Scope of Work	4
	Exhibit A - Attachment 1	General Terms and Conditions	7
	Exhibit B	Budget and Budget Justification	2
+ -	Exhibit B - Attachment 1	Composite Budget for Tier 1 Counties	1
+ -	Exhibit C	State of California Public Liability and Workers' Compensation Insurance	1

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

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

California Department of Social Services

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
744 P Street, M.S. 9-6-747	Sacramento	CA	95814

PRINTED NAME OF PERSON SIGNING	TITLE
Daniel Schott	SSM II, Non-IT Contracts

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
Daniel Schott Digitally signed by Daniel Schott Date: 2025.06.05 16:27:16 -07'00'	06/05/2025

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

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
25-5007	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Mendocino County Department of Social Services			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
P.O. Box 839	Ukiah	CA	95482
PRINTED NAME OF PERSON SIGNING	TITLE		
DeNeese Parker	Director		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
DeNeese Parker	7/1/2025		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

A. Background

In accordance with 45 C.F.R. 1355.34(c) and California Welfare and Institutions Code (WIC) Section 10601.2(a), local county child welfare agencies are responsible for implementing a qualitative case review process for child welfare services by child welfare and probation agencies. All 58 counties in California are required to complete a review of randomly sampled cases based on the combined caseload size of the county probation agency and child welfare agency, including both in-home and out-of-home cases. Cases are pulled on a continuous quarterly basis and provided to each county by the California Department of Social Services (CDSS). Cases from the entire continuum of child welfare, from investigation through adoption, are subject to review.

All cases must be reviewed in accordance with state and federal policies and procedures utilizing the federal Onsite Review Instrument (OSRI), which is published by the Children's Bureau of the Administration for Children and Families. Generally, cases are reviewed by designated county staff reviewers. Upon completion of each case review, the county conducts a first level Quality Assurance (QA) process to maintain the integrity of the review. Each county designates certified review staff to conduct initial QA. Additionally, CDSS staff conducts second level QA reviews on a select subset of cases reviewed for each county.

B. Purpose

Mendocino County (County) and CDSS (hereinafter referred to individually as "Party" or collectively as "Parties") hereby enter into this Agreement for conducting, at the County's option, either first-level Quality Assurance (QA) or Case review and first-level QA.

C. Responsibilities of the Parties

1. County Responsibilities

a. Within 5 business days of receiving a case list, coordinate with the CDSS evaluate the case list for possible case eliminations based on a set of pre-determined elimination criteria and submit case inquiry to CDSS requesting elimination of any cases believed by the County to meet elimination criteria. The request must contain sufficient information regarding the specific criteria for CDSS to make a final determination.

b. Coordinate with the CDSS to secure key participant interviews including, but not limited to, identifying, contacting and scheduling interviews when the County has selected Section B, Option 1.

c. Track and address safety and policy concerns.

d. Identify at least one staff with Online Monitoring System (OMS) and Salesforce to coordinate with the CDSS and act as a point of contact.

e. Prepare all necessary case files and provide access to all needed case records.

f. Provide appropriate workspace for the duration of the case review and QA process including, but not limited to:

(1) Internet, telephone, and printer access; and

(2) Private interview room.

g. Submit monthly one third of quarterly required cases when the County has selected Section B, Option 2.

2. CDSS Responsibilities.

(*Please select one of the two options below indicating your election.*)

OPTION 1 - CDSS Responsibilities: Case Review and Quality Assurance ☒

a. Review the case record and submit a case inquiry for elimination or retention as determined by the case circumstances. If CDSS determines a case is appropriate for elimination a replacement case is transmitted to the county.

b. Complete the OSRI.

c. Report all safety and policy concerns to the county contact to ensure a plan is in place to address concerns.

d. CDSS Case Review staff will input the case information in the OMS.

e. Identify and interview case review key participants in collaboration with the county contact.

f. Follow security, retention, and destruction policies for case review material.

g. Perform first-level QA.

h. Provide feedback and technical assistance on the accuracy of the case review.

i. The CDSS Case Review staff will set-up debriefs of aggregate case review findings with the counties in person or remotely at county request.

j. Provide OMS access to the county contact.

OPTION 2 - CDSS Responsibilities: Quality Assurance Only ☐

a. Report all safety and policy concerns to the county contact to ensure a plan is in place to address concerns.

b. CDSS Case Review staff may facilitate a review of the case information in the OMS with the county review staff. The CDSS Case Review staff will set-up debriefs with the counties in person or remotely via phone or online meeting at the request of the county.

c. Perform first-level QA.

d. Provide feedback and technical assistance to the reviewer on the accuracy of the case review.

e. Report out aggregate case review findings.

f. Provide OMS access to the county contact.

D. Additional Terms

1. This Agreement is available only to Tier 1 and Tier 2 counties, as described in Exhibit B. The composite budget for each fiscal year and each Tier is described in Exhibit B, Attachment 1.

2. If the County enters this Agreement after Quarter 1 of the state fiscal year has begun, the following applies:

   a. The Agreement will go into effect at the beginning of the following Quarter.

   b. The CDSS will be responsible for a pro-rated number of cases.

   c. The County will reimburse the CDSS at a pro-rated cost, to be determined by the parties.

3. The pro-rated cost is based on the quarter the County enters the Agreement and only applies to the first year of the Agreement. In the remaining fiscal years, the CDSS will be reimbursed for the full amount per Exhibit B and Exhibit B, Attachment 1.

4. Either party may terminate this Agreement on a state fiscal year basis by providing written notice to the Project Representative of the other party. Notice must be provided no later than March 1st for termination of the Agreement prior to the start of the next state fiscal year.

5. Except as provided herein, this Agreement cannot be changed unless agreed to by written amendment signed by the Parties by persons with authority to bind their respective agencies.

E. Project Representatives

The Project Representatives during the term of this Agreement will be:

CDSS	**Mendocino County**
Robert Eldridge	Catrina Taylor
Contract Manager	Program Administrator
744 P. Street, M.S. 8-12-519	P.O. Box 839
Sacramento, CA 95814	Ukiah, CA 95482
(916) 212-3247	(707) 463-7984
Robert.Eldridge@dss.ca.gov	taylorc@mendocinocounty.gov

The Project Representatives may be changed by written notice to the other party, within ten (10) working days of the change. Said changes shall not require an amendment to this Agreement.

GENERAL TERMS AND CONDITIONS

1. Indemnification

   Claims Arising from Acts or Omissions of the County of Mendocino

   The County hereby agrees to defend and indemnify the California Department of Social Services, its agents, officers, and employees (hereinafter collectively referred to as the (CDSS), from any claim, action or proceeding against the CDSS, arising out of acts or omissions of the County in the performance of this Agreement. At its discretion, the CDSS may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the County of any obligation imposed by this Agreement. The CDSS shall notify the County promptly of any claim, action or proceeding and cooperate fully.

2. Relationship Of The Parties

   The CDSS is acting as a contractor for the delivery of the services; this is not a joint venture agreement between the Parties. It is understood by both Parties that this Agreement does not create an employer-employee relationship between the Parties. Each Party agrees that it shall not enter into agreements or make representations or promises on behalf of the other Party.

3. Insurance Requirements

   The CDSS is a self-insured public entity, which possesses the ability to cover liabilities, including general, professional, motor vehicle, and workers' compensation liabilities arising from or connection with the performance of services under this Agreement by CDSS, its employees, officers, or directors. Evidence of self-insurance is provided with Exhibit C, incorporated herein by reference.

   The CDSS' self-insurance for liabilities (Exhibit C) from the use of land motor vehicles includes owned, non-owned, and hired vehicles used by CDSS' employees in the performance of services.

4. Maintenance Of Records

   The Parties shall keep and maintain an accurate record of the cases reviewed for the purposes of the CFSR Case Review process. The CDSS and the County shall keep a copy of all invoices presented to the County on a bi-yearly basis. All such records shall be made available to the County, its authorized representative, or officials of the State of California for review and audit during normal business hours, upon reasonable advance notice.

5. Retention Of Records For Audit Purposes

   The CDSS shall maintain and preserve all records related to this Agreement for a period of five years from the close of the fiscal year in which final payment is made. Such records shall be maintained for a five-year period or retained for a longer duration, if an

audit involving the records is then pending. The obligation to insure the maintenance of the records beyond the initial five-year period shall only arise if notice is provided to the CDSS of the commencement of the audit prior to the expiration of the five-year period.

6. Conflict Of Interest

   The Parties agree to enforce the requirements of the California Government Code, Sections 1090 through 1099 and Sections 87100 through 87105, including regulations promulgated by the California Fair Practices Commission, to prevent a public officer or employee, including a subcontractor, from participating in an activity that would constitute a conflict of interest.

7. Change In Statutes or Regulations

   If there is a change of statute or regulations applicable to the performance of this Agreement, both Parties agree to be governed by the new provisions, unless either Party gives notice to terminate pursuant to the terms of this Agreement or identifies through written correspondence that the changes in law require negotiation of the responsibilities or terms of the Agreement.

8. Time is of the Essence

   Time is of the essence for the performance of the services of this Agreement. Each Party shall promptly perform the services and responsibilities described in the Agreement and promptly comply with each term and condition.

9. Time

   Each of the Parties to this Agreement shall devote such time to the performance of the services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of the obligations of this Agreement. Neither Party shall be considered to be in default of this Agreement to the extent the performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the Party.

10. Modification

    No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by both Parties.

11. Nondiscrimination

    The Parties shall not discriminate in the employment of persons necessary to perform this Agreement on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person. In the provision of services each Party shall be responsible for the actions of its employees, directors or officers so that employees and applicants for employment and any member of the public are free from any unlawful discrimination. The Parties warrant and

represent that each is aware and shall follow: 1) the Federal Civil Rights Act of 1964 (Act) and all amendments, administrative rules and regulations issued pursuant to this Act; and 2) the Fair Employment and Housing Act (Government Code, Section 12900 et. seq.) and the regulations promulgated to enforce the Fair Employment and Housing Act. The Parties agree to include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform services under this Agreement.

12. Bankruptcy

The Parties shall immediately notify the other in the event that either ceases conducting business in the normal manner or becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business on assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

13. Prohibition Against Assignment And Delegation Of Duties

Except as specifically authorized within the Agreement, no rights may be assigned and no duties under this Agreement may be delegated by the Parties without the prior written consent of the other, and any attempted assignment or delegation without such consent shall be void.

14. Negotiated Contract

The Agreement has been arrived at through negotiation between the Parties. Neither Party is to be deemed the Party which prepared this contract within the meaning of California Civil Code, Section 1654.

15. Severability

Should any provision herein be found or deemed to be invalid, this Agreement shall be construed as not containing such provision. All other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this Agreement are declared to be severable.

16. Entire Agreement

This Agreement is the entire agreement of the Parties for the performance of services. There are no understandings or agreements pertaining to this Agreement except as are expressly stated in writing in this Agreement or in any document attached hereto or incorporated by reference. It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, agreements, written, or oral, between the Parties.

17. Notice

Notices to the Parties in connection with the administration of this Agreement shall be given to the Parties' Project Representative personally or by regular mail as more particularly specified in this paragraph. Notices will be deemed given on:

a. The day the notice is personally delivered to the Party's Project Representative as specified in the Exhibit A, Scope of Work, page 3, Section D; or

b. Five days after the date the notice is deposited in the United States mail, addressed to a Party's Project Representative as indicated in Section D, with first-class postage fully prepaid.

18. Partial Invalidity

Should any part, term, portion, or provision of this Agreement be finally decided by a court of competent jurisdiction to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions will be deemed severable and will not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the Agreement which the Parties intended to enter into in the first place.

19. Responsibility Of Project Representatives

All matters concerning the administration of this Agreement, which are within the responsibility of the Parties shall be under the direction of, or shall be submitted to, the respective Project Representative or the Party's employee specified, in writing, by the Project Representative.

20. Waiver

Waiver by either Party of a breach of any covenant of this Agreement will not be construed to be a continuing waiver of any subsequent breach. A Party's receipt of consideration with knowledge of the other's violation of a covenant does not waive the Party's right to enforce any covenant of this Agreement. However, neither Party shall waive any provision of this Agreement unless the waiver is not against public policy or current laws, in writing, signed by a representative of each Party with the authority to sign, and signed by all Parties.

21. Authority and Capacity

Each Party and each Party's signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The Parties also warrant that any signed amendment or modification to the Agreement shall comply with all requirements of law, including capacity and authority to amend or modify the Agreement.

22. Binding On Successors

All of the conditions, covenants, and terms identified in this Agreement apply to any successor or assignee of the Parties to this Agreement with each assignee or successor held jointly and severally liable under this Agreement. However, no assignment or subcontract of either Party is permitted, except with the prior written authorization of the other Party.

23. Cumulative Remedies

All of the various rights, powers, and remedies of the Parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a Party might otherwise have in the event of a breach or default of any condition, covenant, or term by the other Party. The exercise of any single right, option, election, power, or remedy shall not in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been full performed.

24. Independent Advice

Each Party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other Party. Each Party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such Party willingly foregoes any such consultation.

25. No Reliance On Representations

Each Party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other Party with respect to the facts involved or its rights or duties. Each Party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each Party further understands that it is responsible for verifying the representations of law or fact provided by the other Party.

26. Confidentiality

The CDSS and County staff will comply with the provision of W&IC, Section 10850 and Family Code, Section 9200 et seq. to assure that all records concerning individuals made or kept by any officer or agency in connection with the administration of any service under this Agreement will be kept confidential. The CDSS and the County will maintain the confidentiality of all information and records in accordance with current laws, regulations and policies. Exchange of information will be for the purpose of promoting the best interests of the child and the administration of the program.

Each County and the CDSS will maintain their own confidentiality regulations and guidelines to review and follow. The location of those guidelines shall be made known to all employees. The CDSS and the County agree to inform its employees, agents, and subcontractors of the confidentiality provisions and further agree that any person

knowingly and intentionally violating the provisions of said laws is guilty of a misdemeanor.

27. Mailing Of Confidential Information

The Parties may use the United States Postal Service to deliver records containing personal or confidential information to the other provided that the record(s) are double enveloped with the interior envelope identified as confidential with the name of the recipient of the mail on the interior envelope. Additionally, each shall require that the records being delivered shall only be delivered to the addressee with an acknowledgement of receipt. The Party sending the records is responsible for obtaining a copy of the signed receipt and maintaining it.

28. Transporting Records

The Parties agree that all records containing personal or confidential information shall be transported in a secure manner. When using a third Party who is not a Party to this Agreement to transport records to the other Party, the Parties each agree to notify the other before sending records to the other containing personal or confidential information, as defined in law. Notice may be provided electronically, but receipt of the message must be confirmed before commencing the transport of the records to the other Party. Additionally, except for personal delivery by a representative of the Parties a bonded courier service shall be used. The records
shall be securely double-enveloped or boxed with the interior envelope or box identified as confidential and properly addressed to the intended recipient/employee. Upon delivery, the courier shall obtain a signed acknowledgement of receipt from the entity receiving the documents. The Party sending the records is responsible for obtaining a copy of the signed receipt and maintaining it.

29. Form 700

All employees and managers required to file an annual Form 700 pursuant to the Conflict of Interest Code and/or Government Code, Section 87200 do so with the CDSS' Central Office located at 744 P Street, MS 8-12-519, Sacramento, CA 95814.

30. Venue

It is agreed by the Parties to this Agreement that, unless expressly waived by the CDSS, any action brought to enforce any of the provisions of this Agreement for declaratory relief shall be filed in and remain in a court of competent jurisdiction in the County of Sacramento in the State of California.

31. Controlling Law

The validity, interpretation and performance of this Agreement shall be construed under the laws of the State of California, or when applicable federal law.

32. Captions

The captions of this Agreement are for convenience in reference only and the words contained in the captions shall in no way be held to explain, modify, amplify or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

33. Definitions

"Shall" and "will" and "agrees" are mandatory. "May" is permissive.

34. Identifying Agreed Upon Changes to the Agreement

The Parties agree that every amendment shall identify in typed print strike-through the words of the Agreement to be deleted by the amendment and no longer applicable to the Agreement; and new words added by the amendment shall be identified in bold font and underlined. For a subsequent amendment, the words deleted by the prior amendment with the strike-through shall not be included; and the words previously bolded in the prior amendment shall no longer be bolded.

Amendments to the Agreement may be made in whole or in part, as appropriate and selected by the Parties.

Exhibit B
Budget and Budget Justification

Case Review Funding

Counties are provided funding including state general fund and a county match for staffing case review activities in the form of a Full Time Equivalent (FTE). The number of FTEs (and corresponding funding amount) is determined based on the combined number of child welfare and probation cases per county. There is a total of four different tiers:

1. Counties that have an average of between 40-89 cases available for sampling per quarter perform eight (8) case reviews per year and are allocated one (1) FTE.

    a. Counties that have an average of 39 or less cases available for sampling per quarter perform one to four (1-4) case reviews per year.

2. Counties that have an average of between 90-399 cases available for sampling per quarter perform 20 case reviews per year and are allocated two (2) FTEs.

3. Counties that have an average of between 400-999 cases available for sampling per quarter perform 48 case reviews per year and are allocated three (3) FTEs.

4. Counties that have an average of 1,000 or more cases available for sampling per quarter perform 100 case reviews per year and are allocated four (4) FTEs.

Case Review Agreement Options and Costs

Only those counties who fall into Tier 1 or 2 can enter this Agreement with CDSS for case reviews. Counties in Tier 1 are allocated $86,954 annually for case review activities. Counties in Tier 2 are allocated $173,910 annually for case review activities. If County enter this Agreement after Quarter 1 has begun, the County will reimburse the CDSS at a pro-rated rate cost. In addition, the CDSS would be responsible for a pro-rated number of cases. If County opt out of this Agreement written notice must be provided no later than March 1st.

For purposes of this Agreement, County may opt to have CDSS complete all elements of case review, including completion of the case review and first level quality assurance on behalf of the County or they may opt to only contract with CDSS for the first level quality assurance and maintain the responsibility for completing the case review components. Depending on what option the County selects, the following applies:

Option 1: CDSS Conducted Case Review & Quality Assurance – For this option, CDSS would invoice the County for up to 90 percent of the County allocation (inclusive of both state general fund and county match).

1. CDSS would invoice Tier 1 counties for $78,259 (90 percent of $86,954).

2. CDSS would invoice Tier 2 counties for $156,519 (90 percent of $173,910).

Exhibit B
Budget and Budget Justification

Option 2: CDSS Conducted Quality Assurance - For this option, CDSS would invoice the County for 25 percent of the County allocation (inclusive of both state general fund and county match).

1. CDSS would invoice Tier 1 counties for $21,739 (25 percent of $86,954).

2. CDSS would invoice Tier 2 counties for $43,478 (25 percent of $173,910).

Note: For both Options 1 and 2 CDSS will continue to bill based on actual cost from the County Expenditure Claim.

Composite Budget for Tier 2 Counties:

Exhibit B: Option 1 - Case Review & Quality Assurance
Estimate for Entire Proposed Project Period - 07/01/2025 to 06/30/2030

To: **From:**	07/01/2025 06/30/2026	07/01/2026 06/30/2027	07/01/2027 06/30/2028	07/01/2028 06/30/2029	07/01/2029 06/30/2030	
Total Estimated Annual Cost	Year 1	Year 2	Year 3	Year 4	Year 5	Total Estimated Costs for Project
Case Review & Quality	$156,519.00	$156,519.00	$156,519.00	$156,519.00	$156,519.00	$782,595.00

DGS CALIFORNIA DEPARTMENT OF GENERAL SERVICES

STATE OF CALIFORNIA
PUBLIC LIABILITY AND WORKERS' COMPENSATION INSURANCE
FISCAL YEAR JULY 1, 2025 / JUNE 30, 2026

To Whom It May Concern:

In accordance with Government Code section 11007.4, the State of California has elected to be self-insured for liability exposures. Under this form of insurance, the State and its employees acting in the course and scope of their employment are insured for tort liability arising out of official State business. All claims against the State of California based on tort liability should be presented as a government claim to the Government Claims Program (Gov. Code section 900, et. seq.) P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. File Government Claim for Eligible Compensation

The State of California has also elected to be insured for its motor vehicle liability exposures through the State Motor Vehicle Liability Self-Insurance Program (VELSIP). This program provides liability coverage arising out of the operations of motor vehicles used by state employees for official state business (California Vehicle Code Sections 17000 and 17001). Motor vehicle liability claims against the State of California should be presented to the Office of Risk and Insurance Management, P.O. Box 989052 MS-403, West Sacramento, CA 95798-9052, claims@dgs.ca.gov. If your motor vehicle liability claim is not resolved within six months from the date of loss, California law requires you to file a formal claim with the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. (Gov. Code section 900, et. seq.). Report Vehicle Accident Involving State Employees

The State of California has a Master Agreement with the State Compensation Insurance Fund regarding workers' compensation benefits for all state employees, as required by the Labor Code.

Sincerely,

Devon Lima-Mitchell | *Insurance Analyst*
Devon.limamitchell@dgs.ca.gov

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: DeNeese Parker
DeNeese Parker, Social Services Director

Date: 7/1/2025

Budgeted: Yes
Budget Unit: 5010
Line Item: 86-3118
Org/Object Code: SS, SSCPS
Grant: No
Grant No.: N/A

CONTRACTOR/COMPANY NAME

By: pg 1
SIGNATURE

Date: _____

NAME AND ADDRESS OF CONTRACTOR:

CALIFORNIA DEPT OF SOCIAL SERVICES
744 P Street, M.S. 9-6-747
Sacramento, CA 95814

COUNTY OF MENDOCINO

By: John Haschak
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: 07/29/2025

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

ATTEST:
DARCIE ANTLE, Clerk of said Board

By: _____
Deputy 07/29/2025

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: _____
Deputy 07/29/2025

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: Charlotte Scott
COUNTY COUNSEL

Date: 06/30/2025

INSURANCE REVIEW:

By: Darcie Antle
Risk Management

Date: 06/30/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
Deputy CEO or Designee

Date: 06/30/2025

Signatory Authority: $0-25,000 Department; $25,001- 50,000 Purchasing Agent; **$50,001+ Board of Supervisors**
Exception to Bid Process Required/Completed ☒ EB# 25-171
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: State Entity

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3at)

To: BOARD OF SUPERVISORS

From: Social Services

Meeting Date: July 29, 2024

Department Contact:	DeDe Parker	**Phone:**	707-463-7836
Department Contact:	Megan Van Sant	**Phone:**	707-463-7733

Item Type: Consent Agenda

Time Allocated for Item: N/A

Agenda Title:
Approval of Retroactive Amendment to BOS Agreement No. 24-076 (and Augmentation to Agreement #SS-B24-076) in the Amount of $45,000 with Ford Street Project for a New Agreement Total of $645,000 to Provide Congregate and Non-Congregate Emergency Shelter Services for Individuals and Families with Minor Children Experiencing Homelessness in Mendocino County, Using California Homeless Coordinating and Financing Council Grant Funds for the Homeless Housing, Assistance, and Prevention Program, Effective January 1, 2024 through June 30, 2025

Recommended Action/Motion:
Approve retroactive amendment to BOS Agreement No. 24-076 (and Augmentation to Agreement #SS-B24-076) in the amount of $45,000 with Ford Street Project for a new Agreement total of $645,000 to provide congregate and non-congregate emergency shelter services for individuals and families with minor children experiencing homelessness in Mendocino County, using California Homeless Coordinating and Financing Council grant funds for the Homeless Housing, Assistance, and Prevention Program, effective January 1, 2024 through June 30, 2025; authorize the Social Services Director or designee to sign any future amendments that do not increase the maximum amount; and authorize Chair to sign same.

Previous Board/Board Committee Actions:
February 28, 2023, Item 3ao), Board of Supervisors approval of Revenue Agreement No. SS-B24-076.
May 21, 2024, Item 3ab), Board of Supervisors approval of Agreement No. BOS-24-076.

Summary of Request:
The current Agreement with Ford Street Project utilizes Homeless Housing, Assistance, and Prevention (HHAP) funding from the State of California's Business, Consumer Services and Housing Agency (BSCH) to provide individuals and families with minor children experiencing homelessness in Mendocino County access to congregate shelter at its Unity Village site. The proposed Agreement is fully funded by HHAP funds, with no General Funds used.

Due to an administrative error, an invoice for services provided at Ford Street Project's Unity Village in January 2024 was misapplied during a time period in which two contracts for services at Ford Street Project's Unity Village had overlapping time spans from January to March 2024. In order to fully reimburse the contractor for services provided in the current fiscal year, the Department requests an increase of $45,000 to the current contract. There are adequate grant funds from HHAP to cover these services already provided.

Alternative Action/Motion:
Return to staff for alternative handling.

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisorial District: All

vote requirement: Majority

Supplemental Information Available Online At: <https://bcsh.ca.gov/calich/hhap_program.html>

Fiscal Details:

source of funding: Homeless Housing, Assistance and Prevention (HHAP) Grant No. 22-HHAP-20041 / 23-HHAP-10035
current f/y cost: $650,000
annual recurring cost: $0
budgeted in current f/y: Yes
if no, please describe: N/A
revenue agreement: No

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Executive Office

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk
Date: July 29, 2025

Final Status: **Approved**
Executed Item Type: Agreement
Number: 24-076-A1

BOS AGREEMENT NO. 24-076-A1

AMENDMENT #1

Original Agreement No.	BOS-24-076

AMENDMENT TO COUNTY OF MENDOCINO
AGREEMENT NO. BOS-24-076

This Amendment to Agreement No. BOS-24-076 is entered into by and between the **COUNTY OF MENDOCINO**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **FORD STREET PROJECT,** hereinafter referred to as "CONTRACTOR," the date this Amendment is fully executed by all parties.

WHEREAS, Agreement No. BOS-24-076 was entered into on January 1, 2024 (the "Initial Agreement"); and

WHEREAS, upon execution of this document by COUNTY and CONTRACTOR, this Amendment will become part of the Initial Agreement and shall be incorporated therein; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to increase the total amount payable by $45,000 from $600,000 to $645,000.

NOW, THEREFORE, we agree as follows:

1. The total contracted amount set out in the Initial Agreement is hereby increased by $45,000 from $600,000 to $645,000.

All other terms and conditions of the Initial Agreement shall remain in full force and effect.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: _____
DeNeese Parker, Social Services Director

Date: 6/20/2025

Budgeted: Yes
Budget Unit: 0446
Line Item: 86-2189
Org/Object Code: VRH10
Grant: Yes
Grant No.: 22-HHAP-20041; 23-HHAP-10035

COUNTY OF MENDOCINO

By: _____
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: 07/29/2025

ATTEST:
DARCIE ANTLE, Clerk of said Board

By: _____
Deputy 07/29/2025

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: _____
Deputy 07/29/2025

INSURANCE REVIEW:

By: _____
Risk Management

Date: 06/19/2025

CONTRACTOR/COMPANY NAME

By: _____
Jacqueline Williams, Executive Director

Date: June 20, 2025

NAME AND ADDRESS OF CONTRACTOR:

FORD STREET PROJECT
139 Ford Street
Ukiah, CA 95482
(707) 463-1934
jacque@fordstreet.org

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: _____
COUNTY COUNSEL

Date: 06/19/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
Deputy CEO or Designee

Date: 06/19/2025

Signatory Authority: $0-25,000 Department; $25,001- 50,000 Purchasing Agent; **$50,001+ Board of Supervisors**
Exception to Bid Process Required/Completed ☐ RFP# 040-23
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: Located within city limits in Mendocino County

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3au)

To: BOARD OF SUPERVISORS

From: Social Services

Meeting Date: July 29, 2025

Department Contact:	DeNeese Parker	**Phone:**	707-463-7761
Department Contact:	Rhonda Brown	**Phone:**	707-463-7759

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Approval of Transfer of Fund 2321 Org AFDC 865802 in the Amount of $5,417,666 to Fund 2321 Org AFDC 827802 in the Amount of $5,417,666 To Ensure Proper Tracking of State MOE for AFDC

Recommended Action/Motion:
Approve transfer of fund 2321 Org AFDC 865802 in the amount of $5,417,666 to fund 2321 Org AFDC 827802 in the amount of $5,417,666 to ensure proper tracking of State MOE for AFDC; and authorize Chair to sign same.

Previous Board/Board Committee Actions:
None.

Summary of Request:
Social Services became aware that the second movement of the 1991 Realignment Maintenance of Effort (MOE) to the Aid for Families with Dependent Children (AFDC)/Temporary Assistance for Needy Families Account was not budgeted. To ensure compliance and correct financial tracking, Social Services requests the Board approve the transfer of Fund 2321 Org AFDC 865802 in the amount of $5,417,666 to Fund 2321 Org AFDC 827802 in the amount of $5,417,666 to ensure proper tracking of State MOE for AFDC to be compliant with Social Service's tracking of State Funding.

Alternative Action/Motion:
Provide alternative directions

Strategic Plan Priority Designation: An Effective County Government

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

Item #: 3au)

source of funding: 1991 MOE Funding (CalWorks MOE, Family Support, Child Poverty & Family Sup. Support, Child Poverty & Family Sup Support VLF)
current f/y cost: $5,417,666
budget clarification: This is an administrative clean-up; no additional cost to County.
annual recurring cost: n/a
budgeted in current f/y (if no, please describe): N/A
revenue agreement: N/A

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: N/A

CEO Liaison: Steve Dunnicliff, Deputy CEO

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk
Date: July 29, 2025

Final Status: **Approved**

COUNTY OF MENDOCINO

REQUEST FOR APPROPRIATION, CANCELLATION OR REVISION OF FUNDS

Dept./Office: Social Services Date 06/12/2025

To County Auditor-Controller:

The Following request is deemed necessary. Please report the available balances to the County Executive Officer.

Fund	Org/BU	Object (+Project)	Object Description	AMOUNT	I/D	AUDITOR BALANCE
2321	AFDC/5031	827802	Operating Transfer In	$ 5,417,666.00	I	$0.00
2321	AFDC/5031	865802	Operating Transfer Out	$ 5,417,666.00	I	$11,388,030.00
					I	

Transfer 91 MOE Realignment from WFRA/5036 to AFDC/5031 Operating Transfer In. Then transfer from AFDC/5031 to CW/5130.

JUSTIFICATION: As stated above or attached memo. DEPARTMENT HEAD By [signature]

Prepared by: Rhonda Brown Ph: 707-463-7759 Email: brownr@mendocinocounty.gov

TO COUNTY EXECUTIVE OFFICER:

[X] Sufficient balances remain in the accounts indicated to effect transfer as requested.

[ ] Insufficient balances are available to meet the above request within departmental budget.

Requires transfer of $_____

REMARKS:

No. 2025-T06006 Date 7/1/25 AUDITOR-CONTROLLER By [signature]

COUNTY EXECUTIVE OFFICER: [ ] RECOMMENDATION [X] APPROVAL [ ] DENIED

COMMENTS:

Date 7/2/25 [signature] COUNTY EXECUTIVE OFFICER

ACTION OF BOARD OF SUPERVISORS: [X] APPROVED AS REQUESTED [ ] APPROVED AS REVISED [ ] OTHER

REMARKS:

Date 07/29/2025 [signature] DEPUTY CLERK OF THE BOARD OF SUPERVISORS

JE NO._____ Date_____ By:_____

Revised 1/19 Approp Transf

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3av)

To: BOARD OF SUPERVISORS

From: Social Services

Meeting Date: July 29, 2025

Department Contact:	Rhonda Brown	**Phone:**	707-463-7759
Department Contact:	DeNeese Parker	**Phone:**	707-463-7761

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Approval of Transfer of Funds from Fund 2852 Org WFRA 865802 in the Amount of $614,600.96 and Fund 2862 Org WFRA2011 865802 in the Amount of $262,108.80 to Fund 1100 Org SS 827802 in the Amount of $876,709.76 To Cover Expenditures Due To Lower Than Projected Revenue; and Transfer Fund Balance in the amount of $614,600.96 from Fund 2852 Org WFRA 865802 by $614,600.96 and Transfer Fund Balance in the Amount of $262,108.80 from Fund 2862 Org WFRA2011 865802 by $262,108.80 to Fund 1100 Org SS 827802 for a Total of $876,709.76

Recommended Action/Motion:
Approve transfer of fund balance from Fund 2852 Org WFRA 865802 in the Amount of $614,600.96 and Fund 2862 Org WFRA2011 865802 in the Amount of $262,108.80 to cover expenses due to lower than projected revenue; Transfer fund balance in the amount of $614,600.96 from Fund 2852 Org WFRA 865802 by $614,600.96 and transfer fund balance in the amount of $262,108.80 from Fund 2862 Org WFRA2011 865802 by $262,108.80 to Fund 1100 Org SS 827802 for a total of $876,709.76; and authorize Chair to sign same.

Previous Board/Board Committee Actions:
None.

Summary of Request:
Revenue in Org SS is coming in lower than projected creating more expenditures than revenue creating a need to transfer funds from Fund 2852 and Fund 2862 to cover expenses. Transferring fund balances in the amount of $614,600.96 from Fund 2852 Org WFRA 865802 and transferring fund balances in the amount of $262,108.80 from Fund 2862 Org WFRA2011 865802 by $262,108.80, will transfer $876,709.76 to Fund 1100 Org SS 827802 to cover expenses.

Alternative Action/Motion:
Provide alternative directions.

Strategic Plan Priority Designation: An Effective County Government

Supervisorial District: All

Vote Requirement: Majority

Item #: 3av)

Supplemental Information Available Online At: n/a

Fiscal Details:

source of funding: Fund Balance 2852 and 2862
current f/y cost: $614,600.96 & $262,108.80
budget clarification: This is an administrative adjustment; no additional cost to County
annual recurring cost: N/A
budgeted in current f/y (if no, please describe): N/A
revenue agreement: N/A

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: N/A

CEO Liaison: Steve Dunnicliff, Deputy CEO

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk
Date: July 29, 2025

Final Status: **Approved**

COUNTY OF MENDOCINO

REQUEST FOR APPROPRIATION, CANCELLATION OR REVISION OF FUNDS

Dept./Office: Social Services Date 07/02/2025

To County Auditor-Controller:

The Following request is deemed necessary. Please report the available balances to the County Executive Officer.

Fund	Org/BU	Object (+Project)	Object Description	AMOUNT	I/D	AUDITOR BALANCE
2852	WFRA/5036	865802	Operating Transfer Out	$ 614,600.96	I	$5,274,423.80
2862	WFRA2011/5035	865802	Operating Transfer Out	$ 262,108.80	I	$9,818,755.87
1100	SS/5010	827802	Operating Transfer In	$ 876,709.76	I	$22,219,336.46

Revenue in Org SS is coming in lower than projected creating more expenditures then revenue. Need fund balance from Fund 2852 and Fund 2862 to make up the decrease in revenue. Fund balance in the amount of $614,600.96 from Fund 2852 will offset WFRA 865802 by $614,600.96. Fund balance in the amount of $262,108.80 from Fund 2862 will offset WFRA2011 865802 by $262,108.80, totaling $876,709.76.

JUSTIFICATION: As stated above or attached memo. DEPARTMENT HEAD By [signature] 7/2/25

Prepared by: Rhonda Brown Ph: 707-463-7759 Email: brownr@mendocinocounty.gov

TO COUNTY EXECUTIVE OFFICER:

[X] Sufficient balances remain in the accounts indicated to effect transfer as requested.

[ ] Insufficient balances are available to meet the above request within departmental budget.

Requires transfer of $_____

REMARKS:

Fund Balances are the amounts indicated.

No. 2025-06T007 Date 7/2/25 AUDITOR-CONTROLLER By [signature]

COUNTY EXECUTIVE OFFICER: [ ] RECOMMENDATION [✓] APPROVAL [ ] DENIED

COMMENTS:

Date 7/7/25 [signature] COUNTY EXECUTIVE OFFICER

ACTION OF BOARD OF SUPERVISORS: [X] APPROVED AS REQUESTED [ ] APPROVED AS REVISED [ ] OTHER

REMARKS:

Date 07/29/2025 [signature] DEPUTY CLERK OF THE BOARD OF SUPERVISORS

JE NO._____ Date_____ By:_____

Revised 1/19 Approp Transf

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3aw)

To: BOARD OF SUPERVISORS

From: Social Services

Meeting Date: July 29, 2025

Department Contact:	DeNeese Parker	**Phone:**	707-463-7761
Department Contact:	Rachel Ebel-Elliott	**Phone:**	707-463-7836

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Approval of Agreement with California Department of Social Services in the Amount of $0 to Ensure Data Privacy and Security of Social Security Administration, Medi-Cal Eligibility Data System and Applicant Income and Eligibility Verification System Personally Identifiable Information, Effective Upon Execution through September 1, 2028

Recommended Action/Motion:
Approve Agreement with California Department of Social Services in the amount of $0 to ensure Data Privacy and Security of Social Security Administration, Medi-Cal Eligibility Data System and Applicant Income and Eligibility Verification System, Effective Upon Execution through September 1, 2028; authorize Social Services Director or designee to sign any future amendments that do not increase the maximum amount; and authorize Chair to sign same.

Previous Board/Board Committee Actions:
None.

Summary of Request:
The purpose of the Agreement between the California Department of Social Services (CDSS) and each County Welfare Department/Agency (CWD) is to ensure the security and privacy of Medi-Cal Personally Identifiable Information (PII) contained in the Medi-Cal Eligibility Data System (MEDS), California Statewide Automated Welfare System (CalSAWS), the Income and Eligibility Verification System (IEVS), and in data received from the Social Security Administration (SSA) and other sources. Because counties have access to SSA-provided information, SSA requires that CDSS enter into individual agreements with the counties to safeguard this information. All 58 CWDs are required to sign the 2024 Agreement to ensure the continued transmission of PII between the counties and CDSS.

Alternative Action/Motion:
Return to staff for alternate handling.

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: N/A
current f/y cost: $0
budget clarification: N/A
annual recurring cost: $0
budgeted in current f/y (if no, please describe): N/A
revenue agreement: No

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Executive Office

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk
Date: July 29, 2025

Final Status: **Approved**
Executed Item Type: Interim Agreement
Number: *25-137

PRIVACY & SECURITY AGREEMENT NO.: 25-23

PRIVACY AND SECURITY AGREEMENT

BETWEEN

the California Department of Social Services and the

County of Mendocino,

Department/Agency of
Social Services.

PREAMBLE

The California Department of Social Services (CDSS) and the

County of Mendocino,

Department/Agency of Social Services
(County Department) enter into this Data Privacy and Security Agreement (Agreement) in order to ensure the privacy and security of Social Security Administration (SSA), Medi-Cal Eligibility Data System (MEDS) and Applicant Income and Eligibility Verification System (IEVS) Personally Identifiable Information (PII), covered by this Agreement and referred to hereinafter as PII, that the counties access through CDSS and the Department of Health Care Services (DHCS). This Agreement covers the following programs:

- CalFresh;
- California Food Assistance Program (CFAP);
- California Work Opportunity and Responsibility to Kids Program (CalWORKs);
- Cash Assistance Program for Immigrants (CAPI);
- Entrant Cash Assistance (ECA)/Refugee Cash Assistance (RCA);
- Foster Care (FC) (eligibility);
- Kinship Guardianship Assistance Program (Kin-GAP) (eligibility);
- Federal Guardianship Assistance Program (Fed-GAP) (eligibility);
- General Assistance/General Relief (GA/GR); and
- Trafficking and Crime Victims Assistance Program (TCVAP).

The CDSS has an Inter-Agency Agreement (IAA) with DHCS that allows CDSS and local county agencies to access SSA and MEDS data in order to assist in the Administration of the Program for the programs listed above. The IAA requires that CDSS may only share SSA and MEDS data if its contract with the entity with whom it intends to share the data reflects the entity's obligations under the IAA.

The County Department/Agency utilizes SSA and MEDS data in conjunction with other

system data in order to Assist in the Administration of the Program for the programs listed above.

This Agreement covers the

County of Mendocino,

Department/Agency of Social Services

and its staff (County Workers), who assist in the administration of programs; and access, use, or disclose PII.

DEFINITIONS

For the purpose of this Agreement, the following terms mean:

1. **"Assist in the administration of the program"** means performing administrative functions on behalf of programs, such as establishing eligibility, determining the amount of medical assistance, and collecting PII for such purposes, to the extent such activities are authorized by law.

2. **"Breach"** refers to actual loss, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for other than authorized purposes have access or potential access to PII, whether electronic, paper, verbal, or recorded.

3. **"County Worker"** means those county employees, contractors, subcontractors, vendors and agents performing any functions for the County that require access to and/or use of PII and that are authorized by the County to access and use PII. An agent is a person or organization authorized to act on behalf of the County Department/Agency.

4. **"PII"** is personally identifiable information directly obtained in the course of performing an administrative function through the MEDS or IEVS systems on behalf of the programs, that can be used alone, or in conjunction with any other information, to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be used to access their files, including but not limited to name, social security number (SSN), date and place of birth (DOB), mother's maiden name, driver's license number, or identification number. PII may also include any information that is linkable to an individual, such as medical, educational, financial, and employment information. PII may be electronic, paper, verbal, or recorded and includes statements made by, or attributed to, the individual.

5. **"Security Incident"** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PII, or interference with system operations in an information system which processes PII that is under the control of the County or California Statewide Automated Welfare System (CalSAWS) Consortium, or a contractor, subcontractor or vendor of the County.

PRIVACY & SECURITY AGREEMENT NO.: 25 23

6. **"Secure Areas"** means any area where:
   A. County Workers assist in the administration of their program;
   B. County Workers use or disclose PII; or
   C. PII is stored in paper or electronic format.

7. **"SSA-provided or verified data (SSA data)"** means:
   A. Any information under the control of the Social Security Administration (SSA) provided to CDSS under the terms of an information exchange agreement with SSA (e.g., SSA provided date of death, SSA Title II or Title XVI benefit and eligibility data, or SSA citizenship verification); or

   B. Any information provided to CDSS, including a source other than SSA, but in which CDSS attests that SSA verified it, or couples the information with data from SSA to certify the accuracy of it (e.g., SSN and associated SSA verification indicator displayed together on a screen, file, or report, or DOB and associated SSA verification indicator displayed together on a screen, file, or report).

AGREEMENTS

CDSS and County Department/Agency mutually agree as follows:

I. PRIVACY AND CONFIDENTIALITY

A. County Department/Agency County Workers may use or disclose PII only as permitted in this Agreement and only to assist in the administration of PII in accordance with Section 14100.2 of the Welfare and Institutions Code, Section 431.302 of Title 42 Code of Federal Regulations, as limited by this Agreement, and as otherwise required by law. Disclosures required by law or that are made with the explicit written authorization of the client, such as through an authorized release of information form, are allowable. Any other use or disclosure of PII requires the express approval in writing of CDSS. No County Worker shall duplicate, disseminate or disclose PII except as allowed in this Agreement.

B. Access to PII shall be restricted to County Workers who need to perform their official duties to assist in the administration of their respective programs.

C. County Workers who access, disclose or use PII in a manner or for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions contained in applicable federal and state statutes.

PRIVACY & SECURITY AGREEMENT NO.: 25 23

II. PERSONNEL CONTROLS

The County Department/Agency agrees to advise County Workers who have access to PII of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable federal and state laws. For that purpose, the County Department/Agency shall implement the following personnel controls:

A. ***Employee Training.*** Train and use reasonable measures to ensure compliance with the requirements of this Agreement by County Workers, including, but not limited to:

1. Provide initial privacy and security awareness training to each new County Worker within 30 days of employment;

2. Thereafter, provide annual refresher training or reminders of the privacy and security safeguards in this Agreement to all County Workers. Three or more security reminders per year are recommended;

3. Maintain records indicating each County Worker's name and the date on which the privacy and security awareness training was completed; and

4. Retain training records for a period of five years after completion of the training.

B. ***Employee Discipline***.

1. Provide documented sanction policies and procedures for County Workers who fail to comply with privacy policies and procedures or any provisions of these requirements.

2. Sanction policies and procedures shall include termination of employment when appropriate.

C. ***Confidentiality Statement***. Ensure that all County Workers sign a confidentiality statement. The statement shall be signed by County Workers prior to accessing PII and annually thereafter. Signatures may be physical or electronic. The signed statement shall be retained for a period of five years.

The statement shall include, at a minimum, a description of the following:

1. General Use of PII;
2. Security and Privacy Safeguards for PII;
3. Unacceptable Use of PII; and
4. Enforcement Policies.

PRIVACY & SECURITY AGREEMENT NO.: 25-23

D. ***Background Screening.***

1. Conduct a background screening of a County Worker before they may access PII.

2. The background screening should be commensurate with the risk and magnitude of harm the employee could cause. More thorough screening shall be done for those employees who are authorized to bypass significant technical and operational security controls.

3. The County Department/Agency shall retain each County Worker's background screening documentation for a period of three years following conclusion of employment relationship.

III. MANAGEMENT OVERSIGHT AND MONITORING

To ensure compliance with the privacy and security safeguards in this Agreement the County shall perform the following:

A. Conduct periodic privacy and security review of work activity by County Workers, including random sampling of work product. Examples include, but are not limited to, access to case files or other activities related to the handling of PII.

The periodic privacy and security reviews shall be performed or overseen by management level personnel who are knowledgeable and experienced in the areas of privacy and information security in the administration of their program and the use or disclosure of PII.

IV. INFORMATION SECURITY AND PRIVACY STAFFING

The County Department/Agency agrees to:

A. Designate information security and privacy officials who are accountable for compliance with these and all other applicable requirements stated in this Agreement.

B. Provide the CDSS with applicable contact information for these designated individuals using the County PSA inbox listed in Section IX of this Agreement. Any changes to this information should be reported to DHCS within ten days.

C. Assign County Workers to be responsible for administration and monitoring of all security-related controls stated in this Agreement.

V. TECHNICAL SECURITY CONTROLS

The State of California Office of Information Security (OIS) and SSA have adopted the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy controls for Information Systems and Organizations, and NIST SP 800-37, Risk Management Framework for Information Systems and Organizations.

OIS and SSA require organizations to comply and maintain the minimum standards outlined in NIST SP 800-53 when working with PII and SSA data. County Department/Agency shall, at a minimum, implement an information security program that effectively manages risk in accordance with the Systems Security Standards and Requirements outlined in this Section of this Agreement.

Guidance regarding implementation of NIST SP 800-53 is available in the Statewide Information Management Manual (SIMM), SIMM-5300-A, which is hereby incorporated into this Agreement (Exhibit C) and available upon request.

DHCS and CDSS will enter into a separate PSA with California Statewide Automated Welfare System (CalSAWS) Joint Powers Authority specific to the CalSAWS. Any requirements for data systems in this PSA would only apply to County Department/Agency's locally operated/administered systems that access, store, or process PII.

A. Systems Security Standards and Requirements

1. **Access Control (AC)**

Control Number	AC-1
Title	Access Control Policy and Procedures
CDSS Requirement	The organization must: a. Develop, document, and disseminate to designated organization officials: 1. An access control policy that addresses purpose, scope, roles, responsibilities, management commitment, coordination among organizational entities, and compliance; 2. Procedures to facilitate the implementation of the access control policy and associated access controls b. Review and update the current access control procedures with the organization-defined frequency.
Supplemental Guidance (from NIST 800-53)	This control addresses the establishment of policy and procedures for the effective implementation of selected security controls and control enhancements in the AC family. Policy and procedures reflect applicable federal laws, Executive Orders, directives, regulations, policies, standards, and guidance. Security program policies and procedures at the organization level may make the need for system-specific policies and procedures unnecessary. The policy can be included as part of the general information security policy for organizations or conversely, can be represented by multiple policies reflecting the complex nature of certain organizations. The procedures can be established for the security program in general and for particular information systems, if needed. The organizational risk management strategy is a key factor in establishing policy and procedures. Related control: PM-9.
Control Number	AC-2
Title	Account Management
CDSS Requirement	The organization must: a. Identify and select the accounts with access to PII to support organizational mission/business functions. b. Assign account managers for information system accounts. c. Establish conditions for group and role membership. d. Specify authorized users of the information system, group and role membership, and access authorizations (i.e., privileges) and other attributes (as required) for each account; e. Require approvals by designated access authority for requests to create information system accounts; f. Create, enable, modify, disable, and remove information system accounts in accordance with organization account management procedures; g. Monitors the use of information system accounts; h. Notifies account managers when accounts are no longer required, when users are terminated or transferred; and when individual information system usage or need-to-know changes. i. Authorizes access to the information systems that receive, process, store or transmit PII based on valid access authorization, need-to-know. j. Review accounts for compliance with account management requirements according to organization-based frequency; and k. Establishes a process for reissuing shared/group account credentials (if deployed) when individuals are removed from the group.
Supplemental Guidance (from NIST 800-53)	Information system account types include, for example, individual, shared, group, system, guest/anonymous, emergency, developer/manufacturer/vendor, temporary, and service. Some of the account management requirements listed above can be implemented by organizational information systems. The identification of authorized users of the information system and the specification of access privileges reflects the requirements in other security controls in the security plan. Users requiring administrative privileges on information system accounts receive additional scrutiny by appropriate organizational personnel (e.g., system owner, mission/business owner, or chief information security officer) responsible for approving such accounts and privileged access. Organizations may choose to define access privileges or other attributes by account, by type of account, or a combination of both. Other attributes required for authorizing access include, for example, restrictions on time-of-day, day-of-week, and point-of-origin. In defining other account attributes, organizations consider system-related requirements (e.g., scheduled maintenance, system upgrades) and mission/business requirements (e.g., time zone differences, customer requirements, remote access to support travel requirements). Failure to consider these factors could affect information system availability. Temporary and emergency accounts are accounts intended for short-term use. Organizations establish temporary accounts as a part of normal account activation procedures when there is a need for short-term accounts without the demand for immediacy in account activation. Organizations establish emergency accounts in response to crisis situations and with the need for rapid account activation. Therefore, emergency account activation may bypass normal account authorization processes. Emergency and temporary accounts are not to be confused with infrequently used accounts (e.g., local logon accounts used for special tasks defined by organizations or when network resources are unavailable). Such accounts remain available and are not subject to automatic disabling or removal dates. Conditions for disabling or deactivating accounts include, for example: (i) when shared/group, emergency, or temporary accounts are no longer required; or (ii) when individuals are transferred or terminated. Some types of information system accounts may require specialized training. Related controls: AC-3, AC-4, AC-5, AC-6, AC-10, AC-17, AC-19, AC-20, AU-9, IA-2, IA-4, IA-5, IA-8, CM-5, CM-6, CM-11, MA-3, MA-4, MA-5, PL-4, SC-13.

Control Number	AC-3
Title	Access Enforcement
CDSS Requirement	The organization must: Enforces approved authorizations for logical access to information and system resources in accordance with applicable access control policies.
Supplemental Guidance	Access control policies (e.g., identity-based policies, role-based policies, control matrices, cryptography) control access between active entities or subjects (i.e., users or processes acting on behalf of users) and passive entities or objects (e.g., devices, files, records, domains) in information systems. In addition to enforcing authorized access at the information system level and recognizing that information systems can host many applications and services in support of organizational missions and business operations, access enforcement mechanisms can also be employed at the application and service level to provide increased information security. Related controls: AC-2, AC-4, AC-5, AC-6, AC-16, AC-17, AC-
Control Number	AC-3(7)
Title	Access Enforcement | Role-Based Access Control
CDSS Requirement	The organization information system must: enforce a role-based access control policy over defined subjects and objects and controls access based upon the need to utilize PII.
Supplemental Guidance (from NIST 800-53)	Role-based access control (RBAC) is an access control policy that restricts information system access to authorized users. Organizations can create specific roles based on job functions and the authorizations (i.e., privileges) to perform needed operations on organizational information systems associated with the organization-defined roles. When users are assigned to the organizational roles, they inherit the authorizations or privileges defined for those roles. RBAC
	simplifies privilege administration for organizations because privileges are not assigned directly to every user (which can be a significant number of individuals for mid- to large-size organizations) but are instead acquired through role assignments. RBAC can be implemented either as a mandatory or discretionary form of access control. For organizations implementing RBAC with mandatory access controls, the requirements in AC-3 (3) define the scope of the subjects and objects covered by the policy.
Control Number	AC-3(8)
Title	Access Enforcement | Revocation of Access Authorization
CDSS Requirement	The organization must: Enforce a role-based access control over users and information resources that have access to PII, and control access based upon organization defined roles and users authorized to assume such roles.
Supplemental Guidance (from NIST 800-53)	Revocation of access rules may differ based on the types of access revoked. For example, if a subject (i.e., user or process) is removed from a group, access may not be revoked until the next time the object (e.g., file) is opened or until the next time the subject attempts a new access to the object. Revocation based on changes to security labels may take effect immediately. Organizations can provide alternative approaches on how to make revocations immediate if information systems cannot provide such capability and immediate revocation is necessary.
Control Number	AC-4
Title	Information Flow Enforcement
CDSS Requirement	The organization information system must: enforce approved authorizations for controlling the flow of information within the system and between interconnected systems based on the need for interconnected systems to share PII to conduct business.
Supplemental Guidance (from NIST 800-53)	Information flow control regulates where information is allowed to travel within an information system and between information systems (as opposed to who is allowed to access the information) and without explicit regard to subsequent accesses to that information. Flow control restrictions include, for example, keeping export-controlled information from being transmitted in the clear to the Internet, blocking outside traffic that claims to be from within the organization, restricting web requests to the Internet that are not from the internal web proxy server, and limiting information transfers between organizations based on data structures and content. Transferring information between information systems representing different security domains with different security policies introduces risk that such transfers violate one or more domain security policies. In such situations, information owners/stewards provide guidance at designated policy enforcement points between interconnected systems. Organizations consider mandating specific architectural solutions when required to enforce specific security policies. Enforcement includes, for example: (i) prohibiting information transfers between interconnected systems (i.e., allowing access only); (ii) employing hardware mechanisms to enforce one-way information flows; and (iii) implementing trustworthy regrading mechanisms to reassign security attributes and security labels. Organizations commonly employ information flow control policies and enforcement mechanisms to control the flow of information between designated sources and destinations (e.g., networks, individuals, and devices) within information systems and between interconnected systems. Flow control is based on the characteristics of the information and/or the information path. Enforcement occurs, for example, in boundary protection devices (e.g., gateways, routers, guards, encrypted tunnels, firewalls) that employ rule sets or establish configuration settings that restrict information system services, provide a packet-filtering capability based on header information, or message- filtering capability based on message content (e.g., implementing key word searches or using document characteristics). Organizations also consider the trustworthiness of filtering/inspection mechanisms (i.e., hardware, firmware, and software components) that are critical to information flow enforcement. Control enhancements 3 through 22 primarily address cross-domain solution needs which focus on more advanced filtering techniques, in-depth analysis, and stronger flow enforcement mechanisms implemented in cross-domain products, for example, high-assurance guards. Such capabilities are generally not available in commercial off-the-shelf information technology products. Related controls: AC-3, AC-17, AC-19, AC-21, CM-6, CM-7, SA-8, SC-2, SC-5, SC-7, SC-18

Control Number	AC-5
Title	Separation of Duties
CDSS Requirement	The organization must: a. Separate organization-defined duties of individuals; b. Document separation of duties of individuals; and c. Defines information system access authorizations to support separation of duties. *CDSS also requires that the state organization prohibit any functional component(s) or official(s) from issuing credentials or access authority to themselves or other individuals within their job-function or category of access.* *Federal requirements and CDSS policy exclude any employee who uses PII to process programmatic workloads to make benefit or entitlement determinations from participation in management or quality assurance functions.*
Supplemental Guidance (from NIST 800-53)	Separation of duties addresses the potential for abuse of authorized privileges and helps to reduce the risk of malevolent activity without collusion. Separation of duties includes, for example: (i) dividing mission functions and information system support functions among different individuals and/or roles; (ii) conducting information system support functions with different individuals (e.g., system management, programming, configuration management, quality assurance and testing, and network security); and (iii) ensuring security personnel administering access control functions do not also administer audit functions. Related controls: AC-3, AC-6, PE-3, PE-4, PS-2.
Control Number	AC-6
Title	Least Privilege
CDSS Requirement	The organization must: Employ the principle of least privilege, allowing only authorized accesses for users (or processes acting on behalf of users) which are necessary to accomplish assigned tasks in accordance with organizational missions and business functions.
Supplemental Guidance (from NIST 800-53)	Organizations employ least privilege for specific duties and information systems. The principle of least privilege is also applied to information system processes, ensuring that the processes operate at privilege levels no higher than necessary to accomplish required organizational missions/business functions. Organizations consider the creation of additional processes, roles, and information system accounts as necessary, to achieve least privilege. Organizations also apply least privilege to the development, implementation, and operation of organizational information systems. Related controls: AC-2, AC-3, AC-5, CM-6, CM-7, PL-2.
Control Number	AC-6(1)
Title	Least Privilege | Authorize Access to Security Functions
CDSS Requirement	The organization must explicitly authorize access to organization-defined security functions (deployed in hardware, software, and firmware) and security-relevant information.
Supplemental Guidance (from NIST 800-53)	Security functions include, for example, establishing system accounts, configuring access authorizations (i.e., permissions, privileges), setting events to be audited, and setting intrusion detection parameters. Security-relevant information includes, for example, filtering rules for routers/firewalls, cryptographic key management information, configuration parameters for security services, and access control lists. Explicitly authorized personnel include, for example, security administrators, system and network administrators, system security officers, system maintenance personnel, system programmers, and other privileged users.
Control Number	AC-6(7)
Title	Least Privilege | Review Of User Privileges
CDSS Requirement	The organization must: a. Review the privileges assigned to organization-defined roles or classes of users to validate the need for such privileges; and b. Reassign or removes privileges, if necessary, to correctly reflect organizational mission/business needs.
Supplemental Guidance (from NIST 800-53)	The need for certain assigned user privileges may change over time reflecting changes in organizational missions/business function, environments of operation, technologies, or threat. Periodic review of assigned user privileges is necessary to determine if the rationale for assigning such privileges remains valid. If the need cannot be revalidated, organizations take appropriate corrective actions. Related control: CA-7.
Control Number	AC-7
Title	Unsuccessful Logon Attempts
CDSS Requirement	The organization must: a. Enforce a limit of no fewer than three (3) and no greater than five (5) consecutive invalid logon attempts by a user during an organization-defined time period; and b. Automatically lock the account/node for: an organization-defined time period; or locks the account/node until released by an administrator; or delays next logon prompt according to organization-defined delay algorithm when the maximum number of unsuccessful attempts is exceeded.
Supplemental Guidance (from NIST 800-53)	This control applies regardless of whether the logon occurs via a local or network connection. Due to the potential for denial of service, automatic lockouts initiated by information systems are usually temporary and automatically release after a predetermined time period established by organizations. If a delay algorithm is selected, organizations may choose to employ different algorithms for different information system components based on the capabilities of those components. Responses to unsuccessful logon attempts may be implemented at both the operating system and the application levels. Related controls: AC-2, AC-9, AC-14, IA-5.

Control Number	AC-8
Title	System Use Notification
CDSS Requirement	The organization must: a. Displays to users system use notification message or banner before granting access to the system that provides privacy and security notices consistent with applicable federal laws, Executive Orders, directives, policies, regulations, standards, and guidance and states that: 1. Users are accessing a U.S. Government information system; 2. Information system usage may be monitored, recorded, and subject to audit; 3. Unauthorized use of the information system is prohibited and subject to criminal and civil penalties; and 4. Use of the information system indicates consent to monitoring and recording; b. Retains the notification message or banner on the screen until users acknowledge the usage conditions and take explicit actions to log on to or further access the information system; and c. For publicly accessible systems: 1. Displays system use information organization-defined conditions, before granting further access; 2. Displays references, if any, to monitoring, recording, or auditing that are consistent with privacy accommodations for such systems that generally prohibit those activities; and 3. Includes a description of the authorized uses of the system. At a minimum, this can be done at initial logon and is not required for every logon.
Supplemental Guidance (from NIST 800-53)	System use notifications can be implemented using messages or warning banners displayed before individuals log in to information systems. System use notifications are used only for access via logon interfaces with human users and are not required when such human interfaces do not exist. Organizations consider system use notification messages/banners displayed in multiple languages based on specific organizational needs and the demographics of information system users. Organizations also consult with the Office of the General Counsel for legal review and approval of warning banner content.
Control Number	**AC-11**
Title	Session Lock
CDSS Requirement	The organization's information system: a. Prevents further access to the system by initiating a session lock after 15 minutes or upon receiving a request from a user; and b. Retains the session lock until the user reestablishes access using established identification and authentication procedures.
Supplemental Guidance (from NIST 800-53)	Session locks are temporary actions taken when users stop work and move away from the immediate vicinity of information systems but do not want to log out because of the temporary nature of their absences. Session locks are implemented where session activities can be determined. This is typically at the operating system level but can also be at the application level. Session locks are not an acceptable substitute for logging out of information systems, for example, if organizations require users to log out at the end of workdays. Related control: AC-7.
Control Number	**AC-17**
Title	Remote Access
CDSS Requirement	The organization must: a. Establish and document usage restrictions, configuration/connection requirements, and implementation guidance for each type of remote access allowed; and b. Authorize remote access to the information system prior to allowing such connections.
Supplemental Guidance (from NIST 800-53)	Remote access is access to organizational information systems by users (or processes acting on behalf of users) communicating through external networks (e.g., the Internet). Remote access methods include, for example, dial-up, broadband, and wireless. Organizations often employ encrypted virtual private networks (VPNs) to enhance confidentiality and integrity over remote connections. The use of encrypted VPNs does not make the access non-remote; however, the use of VPNs, when adequately provisioned with appropriate security controls (e.g., employing appropriate encryption techniques for confidentiality and integrity protection) may provide sufficient assurance to the organization that it can effectively treat such connections as internal networks. Still, VPN connections traverse external networks, and the encrypted VPN does not enhance the availability of remote connections. Also, VPNs with encrypted tunnels can affect the organizational capability to adequately monitor network communications traffic for malicious code. Remote access controls apply to information systems other than public web servers or systems designed for public access. This control addresses authorization prior to allowing remote access without specifying the formats for such authorization. While organizations may use interconnection security agreements to authorize remote access connections, such agreements are not required by this control. Enforcing access restrictions for remote connections is addressed in AC-3. Related controls: AC-2, AC-3, AC-18, AC-19, AC-20, CA-3, CA-7, CM-8, IA-2, IA-3, IA-8, MA-4, PE-17, PL-4, SC-10, SI-4.

2. **Accountability, Audit, and Risk Management (AR)**

Control Number	AR-3
Title	Privacy Requirements for Contractors and Service Providers
CDSS Requirement	The organization must: a. Establish privacy roles, responsibilities, and access requirements for contractors and service providers; and b. Includes privacy requirements in contracts and other acquisition-related documents.
Supplemental Guidance (from NIST 800-53)	Contractors and service providers include, but are not limited to, information providers, information processors, and other organizations providing information system development, information technology services, and other outsourced applications. Organizations consult with legal counsel, the Senior Agency Official for Privacy (SAOP)/Chief Privacy Officer (CPO), and contracting officers about applicable laws, directives, policies, or regulations that may impact implementation of this control. Related control: AR-1, AR-5, SA-4.

3. **Audit and Accountability (AU)**

Control Number	AU-1
Title	Audit and Accountability Policy and Procedures
CDSS Requirement	The organization must: a. Develop, document, and disseminate to individuals and organizations that store, process, or transmit PII: 1. An audit and accountability policy that addresses purpose, scope, roles, responsibilities, management commitment, coordination among organizational entities, and compliance; and 2. Procedures to facilitate the implementation of the audit and accountability policy and associated audit and accountability controls; and b. Review and update the current: 1. Audit and accountability policy at least triennially; and 2. Audit and accountability procedures at least triennially.
Supplemental Guidance (from NIST 800-53)	This control addresses the establishment of policy and procedures for the effective implementation of selected security controls and control enhancements in the AU family. Policy and procedures reflect applicable federal laws, Executive Orders, directives, regulations, policies, standards, and guidance. Security program policies and procedures at the organization level may make the need for system-specific policies and procedures unnecessary. The policy can be included as part of the general information security policy for organizations or conversely, can be represented by multiple policies reflecting the complex nature of certain organizations. The procedures can be established for the security program in general and for particular information systems, if needed. The organizational risk management strategy is a key factor in establishing policy and procedures. Related control: PM-9.
Control Number	AU-2
Title	Audit Events
CDSS Requirement	The organization must: a. Audit the following events: 1) Viewing PII stored within the organization's system; 2) Viewing of screens that contain PII; 3) All system and data interactions concerning PII. b. Coordinate the security audit function with other organizational entities requiring audit-related information to enhance mutual support and to help guide the selection of auditable events; c. Determines that the following events are to be audited within the information system: 1) Viewing PII stored within the organization's system; 2) Viewing of screens that contain PII; 3) All system and data interactions concerning PII.
Supplemental Guidance (from NIST 800-53)	An event is any observable occurrence in an organizational information system. Organizations identify audit events as those events which are significant and relevant to the security of information systems and the environments in which those systems operate in order to meet specific and ongoing audit needs. Audit events can include, for example, password changes, failed logons, or failed accesses related to information systems, administrative privilege usage, PIV credential usage, or third-party credential usage. In determining the set of auditable events, organizations consider the auditing appropriate for each of the security controls to be implemented. To balance auditing requirements with other information system needs, this control also requires identifying that subset of auditable events that are audited at a given point in time. For example, organizations may determine that information systems must have the capability to log every file access both successful and unsuccessful, but not activate that capability except for specific circumstances due to the potential burden on system performance. Auditing requirements, including the need for auditable events, may be referenced in other security controls and control enhancements. Organizations also include auditable events that are required by applicable federal laws, Executive Orders, directives, policies, regulations, and standards. Audit records can be generated at various levels of abstraction, including at the packet level as information traverses the network. Selecting the appropriate level of abstraction is a critical aspect of an audit capability and can facilitate the identification of root causes to problems. Organizations consider in the definition of auditable events, the auditing necessary to cover related events such as the steps in distributed, transaction-based processes (e.g., processes that are distributed across multiple organizations) and actions that occur in service-oriented architectures. Related controls: AC-6, AC-17, AU-3, AU-12, MA-4, MP-2, MP-4, SI-4

Control Number	AU-11
Title	Audit Record Retention
CDSS Requirement	The organization must retain audit records for six (6) years to provide support for after-the-fact investigations of security incidents and to meet regulatory and organizational information retention requirements.
Supplemental Guidance (from NIST 800-53)	Organizations retain audit records until it is determined that they are no longer needed for administrative, legal, audit, or other operational purposes. This includes, for example, retention and availability of audit records relative to Freedom of Information Act (FOIA) requests, subpoenas, and law enforcement actions. Organizations develop standard categories of audit records relative to such types of actions and standard response processes for each type of action. The National Archives and Records Administration (NARA) General Records Schedules provide federal policy on record retention. Related controls: AU-4, AU-5, AU-9, MP-6.
Control Number	**AU-12**
Title	Audit Generation
CDSS Requirement	The organization information system must: a. Provide audit record generation capability for the auditable events defined in AU-2 a. at the audit reporting mechanism; b. Allow security personnel to select which auditable events are to be audited by specific components of the information system; and c. Generates audit records for the events defined in AU-2 d. with the content defined in AU-3
Supplemental Guidance (from NIST 800-53)	Audit records can be generated from many different information system components. The list of audited events is the set of events for which audits are to be generated. These events are typically a subset of all events for which the information system is capable of generating audit records. Related controls: AC-3, AU-2, AU-3, AU-6, AU-7.

4. **Awareness and Training (AT)**

Control Number	AT-1
Title	Security Awareness and Training Policy and Procedures
CDSS Requirement	The organization must: a. Develop, document, and disseminate to personnel and organizations with access to PII: 1. A security awareness and training policy that addresses purpose, scope, roles, responsibilities, management commitment, coordination among organizational entities, and compliance; and 2. Procedures to facilitate the implementation of the security awareness and training policy and associated security awareness and training controls; and b. Reviews and updates the current: 1. Security awareness and training policy and; 2. Security awareness and training procedures. The training and awareness programs must include: The sensitivity of PII, The rules of behavior concerning use and security in systems and/or applications processing PII, The Privacy Act and other Federal and state laws, including but not limited to Section 14100.2 of the Welfare and Institutions Code and Section 431.302 et. Seq. of Title 42 Code of Federal Regulations, governing collection, maintenance, use, and dissemination of information about individuals, The possible criminal and civil sanctions and penalties for misuse of PII, The responsibilities of employees, contractors, and agent's pertaining to the proper use and protection of PII, The restrictions on viewing and/or copying PII, The proper disposal of PII, The security breach and data loss incident reporting procedures, The basic understanding of procedures to protect the network from viruses, worms, Trojan horses, and other malicious code, Social engineering (phishing, vishing and pharming) and network fraud prevention.
Supplemental Guidance (from NIST 800-53)	This control addresses the establishment of policy and procedures for the effective implementation of selected security controls and control enhancements in the AT family. Policy and procedures reflect applicable federal laws, Executive Orders, directives, regulations, policies, standards, and guidance. Security program policies and procedures at the organization level may make the need for system-specific policies and procedures unnecessary. The policy can be included as part of the general information security policy for organizations or conversely, can be represented by multiple policies reflecting the complex nature of certain organizations. The procedures can be established for the security program in general and for particular information systems, if needed. The organizational risk management strategy is a key factor in establishing policy and procedures. Related control: PM-9.

Control Number	AT-2
Title	Security Awareness Training
CDSS Requirement	The organization must provide basic security awareness training to information system users (including managers, senior executives, and contractors): a. As part of initial training for new users; b. When required by information system changes; and c. Annually thereafter.
Supplemental Guidance (from NIST 800-53)	Organizations determine the appropriate content of security awareness training and security awareness techniques based on the specific organizational requirements and the information systems to which personnel have authorized access. The content includes a basic understanding of the need for information security and user actions to maintain security and to respond to suspected security incidents. The content also addresses awareness of the need for operations security. Security awareness techniques can include, for example, displaying posters, offering supplies inscribed with security reminders, generating email advisories/notices from senior organizational officials, displaying logon screen messages, and conducting information security awareness events. Related controls: AT-3, AT-4, PL-4.
Control Number	AT-3
Title	Role-Based Security Training
CDSS Requirement	The organization must provide role-based security training to personnel with assigned security roles and responsibilities: a. Before authorizing access to the information system or performing assigned duties; b. When required by information system changes; and c. With organization-defined frequency thereafter.
Supplemental Guidance (from NIST 800-53)	Organizations determine the appropriate content of security training based on the assigned roles and responsibilities of individuals and the specific security requirements of organizations and the information systems to which personnel have authorized access. In addition, organizations provide enterprise architects, information system developers, software developers, acquisition/procurement officials, information system managers, system/network administrators, personnel conducting configuration management and auditing activities, personnel performing independent verification and validation activities, security control assessors, and other personnel having access to system-level software, adequate security-related technical training specifically tailored for their assigned duties. Comprehensive role-based training addresses management, operational, and technical roles and responsibilities covering physical, personnel, and technical safeguards and countermeasures. Such training can include for example, policies, procedures, tools, and artifacts for the organizational security roles defined. Organizations also provide the training necessary for individuals to carry out their responsibilities related to operations and supply chain security within the context of organizational information security programs. Role-based security training also applies to contractors providing services to federal agencies. Related controls: AT-2, AT-4, PL-4, PS-7, SA-3, SA-12, SA-16.
Control Number	AT-4
Title	Security Training Records
CDSS Requirement	The organization must: a. Document and monitor individual information system security training activities including basic security awareness training and specific information system security training; and b. Retain individual training records for 5 years. SSA also requires the organization to certify that each employee, contractor, and agent who views SSA data certify that they understand the potential criminal, civil, and administrative sanctions or penalties for unlawful assess and/or disclosure.
Supplemental Guidance (from NIST 800-53)	Documentation for specialized training may be maintained by individual supervisors at the option of the organization. Related controls: AT-2, AT-3, PM-14.

5. **Contingency Planning (CP)**

Control Number	**CP-2**
Title	Contingency Plan
CDSS Requirement	The organization must: a. Develop a contingency plan for the information system that: 1. Identifies essential missions and business functions and associated contingency requirements; 2. Provides recovery objectives, restoration priorities, and metrics; 3. Addresses contingency roles, responsibilities, assigned individuals with contact information; 4. Addresses maintaining essential missions and business functions despite an information system disruption, compromise, or failure; 5. Addresses eventual, full information system restoration without deterioration of the security safeguards originally planned and implemented; and 6. Is reviewed and approved by a senior manager; b. Distribute copies of the contingency plan to personnel and organizations supporting the contingency plan actions; c. Coordinate contingency planning activities with incident handling activities; d. Review the contingency plan for the information system at least annually; e. Update the contingency plan to address changes to the organization, information system, or environment of operation and problems encountered during contingency plan implementation, execution, or testing; f. Communicate contingency plan changes to personnel and organizations supporting the contingency plan actions; g. Incorporate lessons learned from contingency plan testing, training, or actual contingency activities into contingency testing and training; and h. Protect the contingency plan from unauthorized disclosure and modification.
Supplemental Guidance (from NIST 800-53)	Contingency planning for information systems is part of an overall organizational program for achieving continuity of operations for mission/business functions. Contingency planning addresses both information system restoration and implementation of alternative mission/business processes when systems are compromised. The effectiveness of contingency planning is maximized by considering such planning throughout the phases of the system development life cycle. Performing contingency planning on hardware, software, and firmware development can be an effective means of achieving information system resiliency. Contingency plans reflect the degree of restoration required for organizational information systems since not all systems may need to fully recover to achieve the level of continuity of operations desired. Information system recovery objectives reflect applicable laws, Executive Orders, directives, policies, standards, regulations, and guidelines. In addition to information system availability, contingency plans also address other security-related events resulting in a reduction in mission and/or business effectiveness, such as malicious attacks compromising the confidentiality or integrity of information systems. Actions addressed in contingency plans include, for example, orderly/graceful degradation, information system shutdown, fallback to a manual mode, alternate information flows, and operating in modes reserved for when systems are under attack. By closely coordinating contingency planning with incident handling activities, organizations can ensure that the necessary contingency planning activities are in place and activated in the event of a security incident. Related controls: AC-14, CP-6, CP-7, CP-8, CP-9, CP-10, IR-4, IR-8, MP-2, MP-4, MP-5, PM-8, PM-11.

6. **Data Minimization and Retention (DM)**

Control Number	DM-2
Title	Data Retention and Disposal
CDSS Requirement	The organization must: a. Retain each collection of PII no longer than required for the organization's business process or evidentiary purposes; b. Dispose of, destroys, erases, and/or anonymizes the PII, regardless of the method of storage, in accordance with a NARA-approved record retention schedule and in a manner that prevents loss, theft, misuse, or unauthorized access; and c. Use organization-defined techniques or methods to ensure secure deletion or destruction of PII (including originals, copies, and archived records).
Supplemental Guidance (from NIST 800-53)	NARA provides retention schedules that govern the disposition of federal records. Program officials coordinate with records officers and with NARA to identify appropriate retention periods and disposal methods. NARA may require organizations to retain PII longer than is operationally needed. In those situations, organizations describe such requirements in the notice. Methods of storage include, for example, electronic, optical media, or paper. Examples of ways organizations may reduce holdings include reducing the types of PII held (e.g., delete Social Security numbers if their use is no longer needed) or shortening the retention period for PII that is maintained if it is no longer necessary to keep PII for long periods of time (this effort is undertaken in consultation with an organization's records officer to receive NARA approval). In both examples, organizations provide notice (e.g., an updated System of Records Notice) to inform the public of any changes in holdings of PII. Certain read-only archiving techniques, such as DVDs, CDs, microfilm, or microfiche, may not permit the removal of individual records without the destruction of the entire database contained on such media. Related controls: AR-4, AU-11, DM-1, MP-1, MP-2, MP-3, MP-4, MP-5, MP-6, MP-7, MP-8, SI-12, TR-1.

7. **Identification and Authentication (IA)**

Control Number	IA-2
Title	Identification and Authentication (Organizational Users)
CDSS Requirement	The organization's information system must uniquely identify and authenticate organizational users (or processes acting on behalf of organizational users).
Supplemental Guidance (from NIST 800-53)	Organizational users include employees or individuals that organizations deem to have equivalent status of employees (e.g., contractors, guest researchers). This control applies to all accesses other than: (i) accesses that are explicitly identified and documented in AC-14; and (ii) accesses that occur through authorized use of group authenticators without individual authentication. Organizations may require unique identification of individuals in group accounts (e.g., shared privilege accounts) or for detailed accountability of individual activity. Organizations employ passwords, tokens, or biometrics to authenticate user identities, or in the case multifactor authentication, or some combination thereof. Access to organizational information systems is defined as either local access or network access. Local access is any access to organizational information systems by users (or processes acting on behalf of users) where such access is obtained by direct connections without the use of networks. Network access is access to organizational information systems by users (or processes acting on behalf of users) where such access is obtained through network connections (i.e., nonlocal accesses). Remote access is a type of network access that involves communication through external networks (e.g., the Internet). Internal networks include local area networks and wide area networks. In addition, the use of encrypted virtual private networks (VPNs) for network connections between organization-controlled endpoints and non-organization controlled endpoints may be treated as internal networks from the perspective of protecting the confidentiality and integrity of information traversing the network. Organizations can satisfy the identification and authentication requirements in this control by complying with the requirements in Homeland Security Presidential Directive 12 consistent with the specific organizational implementation plans. Multifactor authentication requires the use of two or more different factors to achieve authentication. The factors are defined as: (i) something you know (e.g., password, personal identification number [PIN]); (ii) something you have (e.g., cryptographic identification device, token); or (iii) something you are (e.g., biometric). Multifactor solutions that require devices separate from information systems gaining access include, for example, hardware tokens providing time-based or challenge-response authenticators and smart cards such as the U.S. Government Personal Identity Verification card and the DoD common access card. In addition to identifying and authenticating users at the information system level (i.e., at logon), organizations also employ identification and authentication mechanisms at the application level, when necessary, to provide increased information security. Identification and authentication requirements for other than organizational users are described in IA-8. Related controls: AC-2, AC-3, AC-14, AC-17, AC-18, IA-4, IA-5, IA-8.

Control Number	**IA-5**
Title	Authenticator Management
CDSS Requirement	The organization must manage information system authenticators by: a. Verifying, as part of the initial authenticator distribution, the identity of the individual, group, role, or device receiving the authenticator; b. Establishing initial authenticator content for authenticators defined by the organization; c. Ensuring that authenticators have sufficient strength of mechanism for their intended use; d. Establishing and implementing administrative procedures for initial authenticator distribution, for lost/compromised or damaged authenticators, and for revoking authenticators; e. Changing default content of authenticators prior to information system installation; f. Establishing minimum and maximum lifetime restrictions and reuse conditions for authenticators; g. Changing/refreshing authenticators within organization-defined time period; h. Protecting authenticator content from unauthorized disclosure and modification; i. Requiring individuals to take, and having devices implement, specific security safeguards to protect authenticators; and j. Changing authenticators for group/role accounts when membership to those accounts changes.
Supplemental Guidance (from NIST 800-53)	Individual authenticators include, for example, passwords, tokens, biometrics, PKI certificates, and key cards. Initial authenticator content is the actual content (e.g., the initial password) as opposed to requirements about authenticator content (e.g., minimum password length). In many cases, developers ship information system components with factory default authentication credentials to allow for initial installation and configuration. Default authentication credentials are often well known, easily discoverable, and present a significant security risk. The requirement to protect individual authenticators may be implemented via control PL-4 or PS-6 for authenticators in the possession of individuals and by controls AC-3, AC-6, and SC-28 for authenticators stored within organizational information systems (e.g., passwords stored in hashed or encrypted formats, files containing encrypted or hashed passwords accessible with administrator privileges). Information systems support individual authenticator management by organization-defined settings and restrictions for various authenticator characteristics including, for example, minimum password length, password composition, validation time window for time synchronous one-time tokens, and number of allowed rejections during the verification stage of biometric authentication. Specific actions that can be taken to safeguard authenticators include, for example, maintaining possession of individual authenticators, not loaning or sharing individual authenticators with others, and reporting lost, stolen, or compromised authenticators immediately. Authenticator management includes issuing and revoking, when no longer needed, authenticators for temporary access such as that required for remote maintenance. Device authenticators include, for example, certificates and passwords. Related controls: AC-2, AC-3, AC-6, CM-6, IA-2, IA-4, IA-8, PL-4, PS- 5, PS-6, SC-12, SC-13, SC-17, SC-28.
Control Number	**IA-5(1)**
Title	Authenticator Management | Password-Based Authentication
CDSS Requirement	The information system, for password-based authentication, must: a. Enforces minimum password complexity of requirements for: * case sensitivity (upper and lower case letters), * number of characters (equal to or greater than fifteen characters), * mix of upper-case letters, lower-case letters, numbers, and special characters (at least one of each type); c. Stores and transmits only cryptographically-protected passwords; d. Enforces password lifetime of at least 180 days; e. Prohibits prior 10 passwords for reuse ; and f. Allows the use of a temporary password for system logons with an immediate change to a permanent password.
Supplemental Guidance (from NIST 800-53)	This control enhancement applies to single-factor authentication of individuals using passwords as individual or group authenticators, and in a similar manner, when passwords are part of multifactor authenticators. This control enhancement does not apply when passwords are used to unlock hardware authenticators (e.g., Personal Identity Verification cards). The implementation of such password mechanisms may not meet all of the requirements in the enhancement. Cryptographically-protected passwords include, for example, encrypted versions of passwords and one-way cryptographic hashes of passwords. The number of changed characters refers to the number of changes required with respect to the total number of positions in the current password. Password lifetime restrictions do not apply to temporary passwords. To mitigate certain brute force attacks against passwords, organizations may also consider salting passwords. Related control: IA-6.

8. **Incident Response (IR)**

Control Number	IR-1
Title	Incident Response Policy and Procedures
CDSS Requirement	The organization must: a. Develops, documents, and disseminates to organization-defined personnel or roles: 1. An incident response policy that addresses purpose, scope, roles, responsibilities, management commitment, coordination among organizational entities, and compliance; and 2. Procedures to facilitate the implementation of the incident response policy and associated incident response controls; and b. Reviews and updates the current: 1. Incident response policy with organization-defined frequency; and 2. Incident response procedures with organization-defined frequency. *CDSS and NIST Guidelines encourage agencies to consider establishing incident response teams or identifying individuals specifically responsible for addressing PII and CDSS data breaches.*
Supplemental Guidance (from NIST 800-53)	This control addresses the establishment of policy and procedures for the effective implementation of selected security controls and control enhancements in the IR family. Policy and procedures reflect applicable federal laws, Executive Orders, directives, regulations, policies, standards, and guidance. Security program policies and procedures at the organization level may make the need for system-specific policies and procedures unnecessary. The policy can be included as part of the general information security policy for organizations or conversely, can be represented by multiple policies reflecting the complex nature of certain organizations. The procedures can be established for the security program in general and for particular information systems, if needed. The organizational risk management strategy is a key factor in establishing policy and procedures. Related control: PM-9.
Control Number	**IR-2**
Title	Incident Response Training
CDSS Requirement	The organization must provide incident response training to information system users consistent with assigned roles and responsibilities: a. Within organization-defined time period of assuming an incident response role or responsibility; b. When required by information system changes; and c. With organization-defined frequency thereafter.
Supplemental Guidance (from NIST 800-53)	Incident response training provided by organizations is linked to the assigned roles and responsibilities of organizational personnel to ensure the appropriate content and level of detail is included in such training. For example, regular users may only need to know who to call or how to recognize an incident on the information system; system administrators may require additional training on how to handle/remediate incidents; and incident responders may receive more specific training on forensics, reporting, system recovery, and restoration. Incident response training includes user training in the identification and reporting of suspicious activities, both from external and internal sources. Related controls: AT-3, CP-3, IR-8.
Control Number	**IR-4**
Title	Incident Handling
CDSS Requirement	The organization must: a. Implements an incident handling capability for security incidents that includes preparation, detection and analysis, containment, eradication, and recovery; b. Coordinates incident handling activities with contingency planning activities; and c. Incorporates lessons learned from ongoing incident handling activities into incident response procedures, training, and testing, and implements the resulting changes accordingly.
Supplemental Guidance (from NIST 800-53)	Organizations recognize that incident response capability is dependent on the capabilities of organizational information systems and the mission/business processes being supported by those systems. Therefore, organizations consider incident response as part of the definition, design, and development of mission/business processes and information systems. Incident-related information can be obtained from a variety of sources including, for example, audit monitoring, network monitoring, physical access monitoring, user/administrator reports, and reported supply chain events. Effective incident handling capability includes coordination among many organizational entities including, for example, mission/business owners, information system owners, authorizing officials, human resources offices, physical and personnel security offices, legal departments, operations personnel, procurement offices, and the risk executive (function). Related controls: AU-6, CM-6, CP-2, CP-4, IR-2, IR-3, IR-8, PE-6, SC-5, SC-7, SI-3, SI-4, SI-7.

Control Number	IR-8
Title	Incident Response Plan
CDSS Requirement	The organization must: a. Develop an incident response plan that: 1. Provides the organization with a roadmap for implementing its incident response capability; 2. Describes the structure and organization of the incident response capability; 3. Provides a high-level approach for how the incident response capability fits into the overall organization; 4. Meets the unique requirements of te organization, which relate to mission, size, structure, and functions; 5. Defines reportable incidents; 6. Provides metrics for measuring the incident response capability within the organization; 7. Defines the resources and management support needed to effectively maintain and mature an incident response capability; and 8. Is reviewed and approved by organization-defined personnel or roles; b. Distribute copies of the incident response plan to organization-defined incident response personnel (identified by name and/or by role) and organizational elements; c. Review the incident response plan organization-defined frequency; d. Updates the incident response plan to address system/organizational changes or problems encountered during plan implementation, execution, or testing; e. Communicate incident response plan changes to organization-defined incident response personnel (identified by name and/or by role) and organizational elements]; and f. Protect the incident response plan from unauthorized disclosure and modification.
Supplemental Guidance (from NIST 800-53)	It is important that organizations develop and implement a coordinated approach to incident response. Organizational missions, business functions, strategies, goals, and objectives for incident response help to determine the structure of incident response capabilities. As part of a comprehensive incident response capability, organizations consider the coordination and sharing of information with external organizations, including, for example, external service providers and organizations involved in the supply chain for organizational information systems. Related controls: MP-2, MP-4, MP-5.

9. **Media Protection (MP)**

Control Number	MP-2
Title	Media Access
CDSS Requirement	The organization must: Restricts access to PII to County Workers who require access to PII for purposes of administering the program or as required for the administration of other public benefit programs.
Supplemental Guidance (from NIST 800-53)	Information system media includes both digital and non-digital media. Digital media includes, for example, diskettes, magnetic tapes, external/removable hard disk drives, flash drives, compact disks, and digital video disks. Non-digital media includes, for example, paper and microfilm. Restricting non-digital media access includes, for example, denying access to patient medical records in a community hospital unless the individuals seeking access to such records are authorized healthcare providers. Restricting access to digital media includes, for example, limiting access to design specifications stored on compact disks in the media library to the project leader and the individuals on the development team. Related controls: AC-3, IA-2, MP-4, PE-2, PE-3, PL-2.
Control Number	MP-6
Title	Media Sanitization
CDSS Requirement	The organization must: a. Sanitize media containing PII prior to disposal, release out of organizational control, or release for reuse in accordance with applicable federal and organizational standards and policies; and b. Employs sanitization mechanisms with the strength and integrity commensurate with the security category or classification of the information.
Supplemental Guidance (from NIST 800-53)	This control applies to all information system media, both digital and non-digital, subject to disposal or reuse, whether or not the media is considered removable. Examples include media found in scanners, copiers, printers, notebook computers, workstations, network components, and mobile devices. The sanitization process removes information from the media such that the information cannot be retrieved or reconstructed. Sanitization techniques, including clearing, purging, cryptographic erase, and destruction, prevent the disclosure of information to unauthorized individuals when such media is reused or released for disposal. Organizations determine the appropriate sanitization methods recognizing that destruction is sometimes necessary when other methods cannot be applied to media requiring sanitization. Organizations use discretion on the employment of approved sanitization techniques and procedures for media containing information deemed to be in the public domain or publicly releasable, or deemed to have no adverse impact on organizations or individuals if released for reuse or disposal. Sanitization of non-digital media includes, for example, removing a classified appendix from an otherwise unclassified document, or redacting selected sections or words from a document by obscuring the redacted sections/words in a manner equivalent in effectiveness to removing them from the document. NSA standards and policies control the sanitization process for media containing classified information. Related controls: MA-2, MA-4, RA-3, SC-4.

10. **Personnel Security (PS)**

Control Number	PS-3
Title	Personnel Screening
CDSS Requirement	The organization must: a. Screen individuals (employees, contractors and agents) prior to authorizing access to the information system and PII.
Supplemental Guidance (from NIST 800-53)	Personnel screening and rescreening activities reflect applicable federal laws, Executive Orders, directives, regulations, policies, standards, guidance, and specific criteria established for the risk designations of assigned positions. Organizations may define different rescreening conditions and frequencies for personnel accessing information systems based on types of information processed, stored, or transmitted by the systems.
Control Number	PS-4
Title	Personnel Termination
CDSS Requirement	The organization, upon termination of individual employment, must: a. Disable information system access; b. Terminate/revoke any authenticators/credentials associated with the individual; c. Conduct exit interviews, as needed; d. Retrieve all security-related organizational information system-related property; e. Retain access to organizational information and information systems formerly controlled by terminated individual; and f. Notified organization-defined personnel upon termination.
Supplemental Guidance (from NIST 800-53)	Information system-related property includes, for example, hardware authentication tokens, system administration technical manuals, keys, identification cards, and building passes. Exit interviews ensure that terminated individuals understand the security constraints imposed by being former employees and that proper accountability is achieved for information system-related property. Security topics of interest at exit interviews can include, for example, reminding terminated individuals of nondisclosure agreements and potential limitations on future employment. Exit interviews may not be possible for some terminated individuals, for example, in cases related to job abandonment, illnesses, and non-availability of supervisors. Exit interviews are important for individuals with security clearances. Timely execution of termination actions is essential for individuals terminated for cause. In certain situations, organizations consider disabling the information system accounts of individuals that are being terminated prior to the individuals being notified. Related controls: AC-2, IA-4, PE-2, PS-5, PS-6.
Control Number	PS-6
Title	Access Agreements
CDSS Requirement	The organization must: a. Develop and document access agreements for organizational information systems; b. Reviews and updates the access agreements at organization-defined frequency; and c. Ensure that individuals requiring access to organizational information and information systems: 1. Sign appropriate access agreements prior to being granted access; and 2. Re-sign access agreements to maintain access to organizational information systems when access agreements have been updated or at an organization-defined frequency. CDSS requires that contracts for periodic disposal/destruction of case files or other print media contain a non-disclosure agreement signed by all personnel who will encounter products that contain PII.
Supplemental Guidance (from NIST 800-53)	Supplemental Guidance: Access agreements include, for example, nondisclosure agreements, acceptable use agreements, rules of behavior, and conflict-of-interest agreements. Signed access agreements include an acknowledgement that individuals have read, understand, and agree to abide by the constraints associated with organizational information systems to which access is authorized. Organizations can use electronic signatures to acknowledge access agreements unless specifically prohibited by organizational policy. Related control: PL-4, PS-2, PS-3, PS-4, PS-8.

Control Number	PS-7
Title	Third-Party Personnel Security
CDSS Requirement	The organization must: a. Establishes personnel security requirements including security roles and responsibilities for county agents, subcontractors, and vendors; b. Requires third-party providers to comply with personnel security policies and procedures established by the organization; c. Documents personnel security requirements; d. Requires third-party providers to notify organization-defined personnel or roles of any personnel transfers or terminations of third-party personnel who possess organizational credentials and/or badges, or who have information system privileges within organization-defined time period; and e. Monitors provider compliance. *The service level agreements with the contractors and agents must contain non-disclosure language as it pertains to PII. The statement shall include, at a minimum, a description of the following:* *1. General Use of PII;* *2. Security and Privacy Safeguards for PII;* *3. Unacceptable Use of PII; and* *4. Enforcement Policies.* *The county department/agency must retain the non-disclosure agreements for at least five (5) to seven (7) years for all contractors and agents who processes, views, or encounters PII as part of their duties*
Supplemental Guidance (from NIST 800-53)	Third-party providers include, for example, service bureaus, contractors, and other organizations providing information system development, information technology services, outsourced applications, and network and security management. Organizations explicitly include personnel security requirements in acquisition-related documents. Third-party providers may have personnel working at organizational facilities with credentials, badges, or information system privileges issued by organizations. Notifications of third-party personnel changes ensure appropriate termination of privileges and credentials. Organizations define the transfers and terminations deemed reportable by security-related characteristics that include, for example, functions, roles, and nature of credentials/privileges associated with individuals transferred or terminated. Related controls: PS-2, PS-3, PS-4, PS-5, PS-6, SA-9, SA-21.
Control Number	**PS-8**
Title	Personnel Sanctions
CDSS Requirement	The organization must: a. Employ a formal sanctions process for individuals failing to comply with established information security policies and procedures; and b. Notify organization personnel within the organization-defined time period when a formal employee sanctions process is initiated, identifying the individual sanctioned and the reason for the sanction. *If a member of the county's workforce, as defined at 45 CFR 160.103 and inclusive of an employee, contractor, or agent is subject to an adverse action by the organization (e.g., reduction in pay, disciplinary action, termination of employment, termination of contract for services), CDSS recommends the organization remove his or her access to PII in advance of the adverse action to reduce the possibility that will the individual will perform unauthorized activities that involve PII, if applicable.*
Supplemental Guidance (from NIST 800-53)	Organizational sanctions processes reflect applicable federal laws, Executive Orders, directives, regulations, policies, standards, and guidance. Sanctions processes are described in access agreements and can be included as part of general personnel policies and procedures for organizations. Organizations consult with the Office of the General Counsel regarding matters of employee sanctions. Related controls: PL-4, PS-6.

11. **Physical and Environmental Protection (PE)**

Control Number	PE-3
Title	Physical Access Control
CDSS Requirement	The organization must: a. Enforce physical access authorizations at entry and exit points to the facility where the information system resides by; 1. Verifying individual access authorizations before granting access to the facility; and 2. Controlling ingress/egress to the facility using physical access control systems/devices and/or guards; b. Maintain physical access audit logs for entry and exit points; c. Provide security safeguards to control access to areas within the facility officially designated as publicly accessible; d. Escort visitors and monitors visitor activity; e. Secure keys, combinations, and other physical access devices; f. Inventory physical access devices; and g. Changes combinations and keys at minimum when keys are lost, combinations are compromised, or individuals are transferred or terminated
Supplemental Guidance (from NIST 800-53)	This control applies to organizational employees and visitors. Individuals (e.g., employees, contractors, and others) with permanent physical access authorization credentials are not considered visitors. Organizations determine the types of facility guards needed including, for example, professional physical security staff or other personnel such as administrative staff or information system users. Physical access devices include, for example, keys, locks, combinations, and card readers. Safeguards for publicly accessible areas within organizational facilities include, for example, cameras, monitoring by guards, and isolating selected information systems and/or system components in secured areas. Physical access control systems comply with applicable federal laws, Executive Orders, directives, policies, regulations, standards, and guidance. The Federal Identity, Credential, and Access Management Program provides implementation guidance for identity, credential, and access management capabilities for physical access control systems. Organizations have flexibility in the types of audit logs employed. Audit logs can be procedural (e.g., a written log of individuals accessing the facility and when such access occurred), automated (e.g., capturing ID provided by a PIV card), or some combination thereof. Physical access points can include facility access points, interior access points to information systems and/or components requiring supplemental access controls, or both. Components of organizational information systems (e.g., workstations, terminals) may be located in areas designated as publicly accessible with organizations safeguarding access to such devices. Related controls: AU-2, AU-6, MP-2, MP-4, PE-2, PE-4, PE-5, PS-3, RA-3.
Control Number	PE-6
Title	Monitoring Physical Access
CDSS Requirement	The organization must: a. Monitors physical access to the facility where the information system resides to detect and respond to physical security incidents; b. Reviews physical access logs organization-defined frequency and upon occurrence of security incidents; and c. Coordinates results of reviews and investigations with the organizational incident response capability.
Supplemental Guidance (from NIST 800-53)	Organizational incident response capabilities include investigations of and responses to detected physical security incidents. Security incidents include, for example, apparent security violations or suspicious physical access activities. Suspicious physical access activities include, for example: (i) accesses outside of normal work hours; (ii) repeated accesses to areas not normally accessed; (iii) accesses for unusual lengths of time; and (iv) out-of-sequence accesses. Related controls: CA-7, IR-4, IR-8.

12. **Planning (PL)**

Control Number	PL-1
Title	Security Planning Policy and Procedures
CDSS Requirement	The organization must: a. Develop, document, and disseminate to personnel and organizations with access to PII: 1. A security planning policy that addresses purpose, scope, roles, responsibilities, management commitment, coordination among organizational entities, and compliance; and 2. Procedures to facilitate the implementation of the security planning policy and associated security planning controls; and b. Reviews and updates the current: 1. Security planning policy; and 2. Security planning procedures.
Supplemental Guidance (from NIST 800-53)	This control addresses the establishment of policy and procedures for the effective implementation of selected security controls and control enhancements in the PL family. Policy and procedures reflect applicable federal laws, Executive Orders, directives, regulations, policies, standards, and guidance. Security program policies and procedures at the organization level may make the need for system-specific policies and procedures unnecessary. The policy can be included as part of the general information security policy for organizations or conversely, can be represented by multiple policies reflecting the complex nature of certain organizations. The procedures can be established for the security program in general and for particular information systems, if needed. The organizational risk management strategy is a key factor in establishing policy and procedures. Related control: PM-9.
Control Number	PL-2
Title	System Security Plan
CDSS Requirement	The organization must: a. Develop a security plan for the information system that: 1. Is consistent with the organization's enterprise architecture; 2. Explicitly defines the authorization boundary for the system; 3. Describes the operational context of the information system in terms of missions and business processes; 4. Provides the security categorization of the information system including supporting rationale; 5. Describes the operational environment for the information system and relationships with or connections to other information systems; 6. Provides an overview of the security requirements for the system; 7. Identifies any relevant overlays, if applicable; 8. Describes the security controls in place or planned for meeting those requirements including a rationale for the tailoring decisions; and 9. Is reviewed and approved by the authorizing official or designated representative prior to plan implementation; b. Distribute copies of the security plan and communicates subsequent changes to the plan to personnel and organizations with security responsibilities; c. Review the security plan for the information system; d. Update the plan to address changes to the information system/environment of operation or problems identified during plan implementation or security control assessments; and e. Protect the security plan from unauthorized disclosure and modification. *Organization's security plan should include detailed information specific to safeguarding Medi-Cal PII.*
Supplemental Guidance (from NIST 800-53)	Security plans relate security requirements to a set of security controls and control enhancements. Security plans also describe, at a high level, how the security controls and control enhancements meet those security requirements, but do not provide detailed, technical descriptions of the specific design or implementation of the controls/enhancements. Security plans contain sufficient information (including the specification of parameter values for assignment and selection statements either explicitly or by reference) to enable a design and implementation that is unambiguously compliant with the intent of the plans and subsequent determinations of risk to organizational operations and assets, individuals, other organizations, and the Nation if the plan is implemented as intended. Organizations can also apply tailoring guidance to the security control baselines in Appendix D and CNSS Instruction 1253 to develop overlays for community-wide use or to address specialized requirements, technologies, or missions/environments of operation (e.g., DoD-tactical, Federal Public Key Infrastructure, or Federal Identity, Credential, and Access Management, space operations). Appendix I provides guidance on developing overlays. Security plans need not be single documents; the plans can be a collection of various documents including documents that already exist. Effective security plans make extensive use of references to policies, procedures, and additional documents (e.g., design and implementation specifications) where more detailed information can be obtained. This reduces the documentation requirements associated with security programs and maintains security-related information in other established management/operational areas related to enterprise architecture, system development life cycle, systems engineering, and acquisition. For example, security plans do not contain detailed contingency plan or incident response plan information but instead provide explicitly or by reference, sufficient information to define what needs to be accomplished by those plans. Related controls: AC-2, AC-6, AC-14, AC-17, AC-20, CA-2, CA-3, CA-7, CM-9, CP-2, IR-8, MA-4, MA-5, MP-2, MP-4, MP-5, PL-7, PM-1, PM-7, PM-8, PM-9, PM-11, SA-5, SA-17.

13. **Risk Assessment (RA)**

Control Number	RA-1
Title	Risk Assessment Policy and Procedures
CDSS Requirement	The organization must: a. Develop, document, and disseminate to system owners using PII: 1. A risk assessment policy that addresses purpose, scope, roles, responsibilities, management commitment, coordination among organizational entities, and compliance; and 2. Procedures to facilitate the implementation of the risk assessment policy and associated risk assessment controls.
Supplemental Guidance (from NIST 800-53)	This control addresses the establishment of policy and procedures for the effective implementation of selected security controls and control enhancements in the RA family. Policy and procedures reflect applicable federal laws, Executive Orders, directives, regulations, policies, standards, and guidance. Security program policies and procedures at the organization level may make the need for system-specific policies and procedures unnecessary. The policy can be included as part of the general information security policy for organizations or conversely, can be represented by multiple policies reflecting the complex nature of certain organizations. The procedures can be established for the security program in general and for particular information systems, if needed. The organizational risk management strategy is a key factor in establishing policy and procedures. Related control: PM-9.
Control Number	RA-3
Title	Risk Assessment
CDSS Requirement	The organization must: a. Conduct an assessment of risk, including the likelihood and magnitude of harm, from the unauthorized access, use, disclosure, disruption, modification, or destruction of the information system and the information it processes, stores, or transmits; b. Documents risk assessment results in a risk assessment report or organization defined risk report document. c. Review risk assessment results annually; and e. Update the risk assessment whenever there are significant changes to the information system or environment of operation (including the identification of new threats and vulnerabilities), or other conditions that may impact the security state of the system.
Supplemental Guidance (from NIST 800-53)	Clearly defined authorization boundaries are a prerequisite for effective risk assessments. Risk assessments take into account threats, vulnerabilities, likelihood, and impact to organizational operations and assets, individuals, other organizations, and the Nation based on the operation and use of information systems. Risk assessments also take into account risk from external parties (e.g., service providers, contractors operating information systems on behalf of the organization, individuals accessing organizational information systems, outsourcing entities). In accordance with OMB policy and related E-authentication initiatives, authentication of public users accessing federal information systems may also be required to protect nonpublic or privacy-related information. As such, organizational assessments of risk also address public access to federal information systems. Risk assessments (either formal or informal) can be conducted at all three tiers in the risk management hierarchy (i.e., organization level, mission/business process level, or information system level) and at any phase in the system development life cycle. Risk assessments can also be conducted at various steps in the Risk Management Framework, including categorization, security control selection, security control implementation, security control assessment, information system authorization, and security control monitoring. RA-3 is noteworthy in that the control must be partially implemented prior to the implementation of other controls in order to complete the first two steps in the Risk Management Framework. Risk assessments can play an important role in security control selection processes, particularly during the application of tailoring guidance, which includes security control supplementation. Related controls: RA-2, PM- 9.

Control Number	RA-5
Title	Vulnerability Scanning
CDSS Requirement	The organization must: a. Scan for vulnerabilities in the information system and hosted applications at a minimum of a monthly basis and when new vulnerabilities potentially affecting the system/applications are identified and reported; b. Employ vulnerability scanning tools and techniques that facilitate interoperability among tools and automate parts of the vulnerability management process by using standards for: 1. Enumerating platforms, software flaws, and improper configurations; a. Analyze vulnerability scan reports and results from security control assessments; b. Remediate legitimate vulnerabilities within organization defined time periods in accordance with an organizational assessment of risk; and c. Share information obtained from the vulnerability scanning process and security control assessments with all impacted system owners to help eliminate similar vulnerabilities in other information systems (i.e., systemic weaknesses or deficiencies).
Supplemental Guidance (from NIST 800-53)	Security categorization of information systems guides the frequency and comprehensiveness of vulnerability scans. Organizations determine the required vulnerability scanning for all information system components, ensuring that potential sources of vulnerabilities such as networked printers, scanners, and copiers are not overlooked. Vulnerability analyses for custom software applications may require additional approaches such as static analysis, dynamic analysis, binary analysis, or a hybrid of the three approaches. Organizations can employ these analysis approaches in a variety of tools (e.g., web-based application scanners, static analysis tools, binary analyzers) and in source code reviews. Vulnerability scanning includes, for example: (i) scanning for patch levels; (ii) scanning for functions, ports, protocols, and services that should not be accessible to users or devices; and (iii) scanning for improperly configured or incorrectly operating information flow control mechanisms. Organizations consider using tools that express vulnerabilities in the Common Vulnerabilities and Exposures (CVE) naming convention and that use the Open Vulnerability Assessment Language (OVAL) to determine/test for the presence of vulnerabilities. Suggested sources for vulnerability information include the Common Weakness Enumeration (CWE) listing and the National Vulnerability Database (NVD). In addition, security control assessments such as red team exercises provide other sources of potential vulnerabilities for which to scan. Organizations also consider using tools that express vulnerability impact by the Common Vulnerability Scoring System (CVSS). Related controls: CA-2, CA-7, CM-4, CM-6, RA-2, RA-3, SA-11, SI-2.

14. **Security Assessment and Authorization (CA)**

Control Number	**CA-2**
Title	Security Assessments
CDSS Requirement	The organization must: a. Develops a security assessment plan that describes the scope of the assessment including: 1. Security controls and control enhancements under assessment; 2. Assessment procedures to be used to determine security control effectiveness; and 3. Assessment environment, assessment team, and assessment roles and responsibilities; b. Assesses the security controls in the information system and its environment of operation with organization-defined frequency to determine the extent to which the controls are implemented correctly, operating as intended, and producing the desired outcome with respect to meeting established security requirements; c. Produces a security assessment report that documents the results of the assessment; and d. Provides the results of the security control assessment to organization-defined individuals or roles.
Supplemental Guidance (from NIST 800-53)	Organizations assess security controls in organizational information systems and the environments in which those systems operate as part of: (i) initial and ongoing security authorizations; (ii) FISMA annual assessments; (iii) continuous monitoring; and (iv) system development life cycle activities. Security assessments: (i) ensure that information security is built into organizational information systems; (ii) identify weaknesses and deficiencies early in the development process; (iii) provide essential information needed to make risk-based decisions as part of security authorization processes; and (iv) ensure compliance to vulnerability mitigation procedures. Assessments are conducted on the implemented security controls from Appendix F (main catalog) and Appendix G (Program Management controls) as documented in System Security Plans and Information Security Program Plans. Organizations can use other types of assessment activities such as vulnerability scanning and system monitoring to maintain the security posture of information systems during the entire life cycle. Security assessment reports document assessment results in sufficient detail as deemed necessary by organizations, to determine the accuracy and completeness of the reports and whether the security controls are implemented correctly, operating as intended, and producing the desired outcome with respect to meeting security requirements. The FISMA requirement for assessing security controls at least annually does not require additional assessment activities to those activities already in place in organizational security authorization processes. Security assessment results are provided to the individuals or roles appropriate for the types of assessments being conducted. For example, assessments conducted in support of security authorization decisions are provided to authorizing officials or authorizing official designated representatives. To satisfy annual assessment requirements, organizations can use assessment results from the following sources: (i) initial or ongoing information system authorizations; (ii) continuous monitoring; or (iii) system development life cycle activities. Organizations ensure that security assessment results are current, relevant to the determination of security control effectiveness, and obtained with the appropriate level of assessor independence. Existing security control assessment results can be reused to the extent that the results are still valid and can also be supplemented with additional assessments as needed. Subsequent to initial authorizations and in accordance with OMB policy, organizations assess security controls during continuous monitoring. Organizations establish the frequency for ongoing security control assessments in accordance with organizational continuous monitoring strategies. Information Assurance Vulnerability Alerts provide useful examples of vulnerability mitigation procedures. External audits (e.g., audits by external entities such as regulatory agencies) are outside the scope of this control. Related controls: CA-5, CA-6, CA-7, PM-9, RA-5, SA-11, SA-12, SI-4.

Control Number	CA-3
Title	System Interconnections
CDSS Requirement	The organization must: a. Authorizes connections from the information system to other information systems through the use of Interconnection Security Agreements; b. Documents, for each interconnection, the interface characteristics, security requirements, and the nature of the information communicated; and c. Reviews and updates Interconnection Security Agreements [Assignment: organization-defined frequency].
Supplemental Guidance (from NIST 800-53)	This control applies to dedicated connections between information systems (i.e., system interconnections) and does not apply to transitory, user-controlled connections such as email and website browsing. Organizations carefully consider the risks that may be introduced when information systems are connected to other systems with different security requirements and security controls, both within organizations and external to organizations. Authorizing officials determine the risk associated with information system connections and the appropriate controls employed. If interconnecting systems have the same authorizing official, organizations do not need to develop Interconnection Security Agreements. Instead, organizations can describe the interface characteristics between those interconnecting systems in their respective security plans. If interconnecting systems have different authorizing officials within the same organization, organizations can either develop Interconnection Security Agreements or describe the interface characteristics between systems in the security plans for the respective systems. Organizations may also incorporate Interconnection Security Agreement information into formal contracts, especially for interconnections established between federal agencies and nonfederal (i.e., private sector) organizations. Risk considerations also include information systems sharing the same networks. For certain technologies (e.g., space, unmanned aerial vehicles, and medical devices), there may be specialized connections in place during preoperational testing. Such connections may require Interconnection Security Agreements and be subject to additional security controls. Related controls: AC-3, AC-4, AC-20, AU-2, AU-12, AU-16, CA-7, IA-3, SA-9, SC-7, SI-4.
Control Number	CA-7
Title	Continuous Monitoring
CDSS Requirement	The organization must develop a continuous monitoring strategy and implement a continuous monitoring program that includes: a. Establishment of PII security controls to be monitored; c. Ongoing security control assessments in accordance with the organizational continuous monitoring strategy; d. Ongoing security status monitoring of PII security controls in accordance with the organizational continuous monitoring strategy; e. Correlation and analysis of security-related information generated by assessments and monitoring; f. Response actions to address results of the analysis of security-related information; and g. Reporting the security status of organization and the information system to organization-defined personnel or roles and to CDSS when requested.
Supplemental Guidance (from NIST 800-53)	Continuous monitoring programs facilitate ongoing awareness of threats, vulnerabilities, and information security to support organizational risk management decisions. The terms continuous and ongoing imply that organizations assess/analyze security controls and information security-related risks at a frequency sufficient to support organizational risk-based decisions. The results of continuous monitoring programs generate appropriate risk response actions by organizations. Continuous monitoring programs also allow organizations to maintain the security authorizations of information systems and common controls over time in highly dynamic environments of operation with changing mission/business needs, threats, vulnerabilities, and technologies. Having access to security-related information on a continuing basis through reports/dashboards gives organizational officials the capability to make more effective and timely risk management decisions, including ongoing security authorization decisions. Automation supports more frequent updates to security authorization packages, hardware/software/firmware inventories, and other system information. Effectiveness is further enhanced when continuous monitoring outputs are formatted to provide information that is specific, measurable, actionable, relevant, and timely. Continuous monitoring activities are scaled in accordance with the security categories of information systems. Related controls: CA-2, CA-5, CA-6, CM-3, CM-4, PM-6, PM-9, RA-5, SA-11, SA-12, SI-2, SI-4.

Control Number	CA-8
Title	Penetration Testing
CDSS Requirement	The organization must conduct penetration testing annually on systems storing, processing, or transmitting PII.
Supplemental Guidance (from NIST 800-53)	Penetration testing is a specialized type of assessment conducted on information systems or individual system components to identify vulnerabilities that could be exploited by adversaries. Such testing can be used to either validate vulnerabilities or determine the degree of resistance organizational information systems have to adversaries within a set of specified constraints (e.g., time, resources, and/or skills). Penetration testing attempts to duplicate the actions of adversaries in carrying out hostile cyber-attacks against organizations and provides a more in-depth analysis of security-related weaknesses/deficiencies. Organizations can also use the results of vulnerability analyses to support penetration testing activities. Penetration testing can be conducted on the hardware, software, or firmware components of an information system and can exercise both physical and technical security controls. A standard method for penetration testing includes, for example: (i) pretest analysis based on full knowledge of the target system; (ii) pretest identification of potential vulnerabilities based on pretest analysis; and (iii) testing designed to determine exploitability of identified vulnerabilities. All parties agree to the rules of engagement before the commencement of penetration testing scenarios. Organizations correlate the penetration testing rules of engagement with the tools, techniques, and procedures that are anticipated to be employed by adversaries carrying out attacks. Organizational risk assessments guide decisions on the level of independence required for personnel conducting penetration testing. Related control: SA-12.

15. **System and Communications Protection (SC)**

Control Number	SC-7
Title	Boundary Protection
CDSS Requirement	The organization information system must: a. Monitor and control communications at the external boundary of the system and at key internal boundaries within the system; b. Implements subnetworks for publicly accessible system components that are physically and logically separated from internal organizational networks; and c. Connect to external networks or information systems only through managed interfaces consisting of boundary protection devices arranged in accordance with an organizational security architecture.
Supplemental Guidance (from NIST 800-53)	Managed interfaces include, for example, gateways, routers, firewalls, guards, network-based malicious code analysis and virtualization systems, or encrypted tunnels implemented within a security architecture (e.g., routers protecting firewalls or application gateways residing on protected subnetworks). Subnetworks that are physically or logically separated from internal networks are referred to as demilitarized zones or DMZs. Restricting or prohibiting interfaces within organizational information systems includes, for example, restricting external web traffic to designated web servers within managed interfaces and prohibiting external traffic that appears to be spoofing internal addresses. Organizations consider the shared nature of commercial telecommunications services in the implementation of security controls associated with the use of such services. Commercial telecommunications services are commonly based on network components and consolidated management systems shared by all attached commercial customers, and may also include third party-provided access lines and other service elements. Such transmission services may represent sources of increased risk despite contract security provisions. Related controls: AC-4, AC-17, CA-3, CM-7, CP-8, IR-4, RA-3, SC-5, SC-13.
Control Number	SC-8
Title	Transmission Confidentiality and Integrity
CDSS Requirement	The organization information system must: Protect the confidentiality of transmitted information.
Supplemental Guidance (from NIST 800-53)	This control applies to both internal and external networks and all types of information system components from which information can be transmitted (e.g., servers, mobile devices, notebook computers, printers, copiers, scanners, facsimile machines). Communication paths outside the physical protection of a controlled boundary are exposed to the possibility of interception and modification. Protecting the confidentiality and/or integrity of organizational information can be accomplished by physical means (e.g., by employing protected distribution systems) or by logical means (e.g., employing encryption techniques). Organizations relying on commercial providers offering transmission services as commodity services rather than as fully dedicated services (i.e., services which can be highly specialized to individual customer needs), may find it difficult to obtain the necessary assurances regarding the implementation of needed security controls for transmission confidentiality/integrity. In such situations, organizations determine what types of confidentiality/integrity services are available in standard, commercial telecommunication service packages. If it is infeasible or impractical to obtain the necessary security controls and assurances of control effectiveness through appropriate contracting vehicles, organizations implement appropriate compensating security controls or explicitly accept the additional risk. Related controls: AC-17, PE-4.

Control Number	SC-8(1)
Title	Transmission Confidentiality and Integrity | Cryptographic or Alternate Physical Protection
CDSS Requirement	The organization information system must implement cryptographic mechanisms to prevent unauthorized disclosure of information during transmission.
Supplemental Guidance (from NIST 800-53)	Encrypting information for transmission protects information from unauthorized disclosure and modification. Cryptographic mechanisms implemented to protect information integrity include, for example, cryptographic hash functions which have common application in digital signatures, checksums, and message authentication codes. Alternative physical security safeguards include, for example, protected distribution systems. Related control: SC-13.
Control Number	SC-13
Title	Cryptographic Protection
CDSS Requirement	The organization information system must implement FIPS 140-3 compliant encryption modules in accordance with applicable federal laws, Executive Orders, directives, policies, regulations, and standards.
Supplemental Guidance (from NIST 800-53)	Cryptography can be employed to support a variety of security solutions including, for example, the protection of classified and Controlled Unclassified Information, the provision of digital signatures, and the enforcement of information separation when authorized individuals have the necessary clearances for such information but lack the necessary formal access approvals. Cryptography can also be used to support random number generation and hash generation. Generally applicable cryptographic standards include FIPS-validated cryptography and NSA-approved cryptography. This control does not impose any requirements on organizations to use cryptography. However, if cryptography is required based on the selection of other security controls, organizations define each type of cryptographic use and the type of cryptography required (e.g., protection of classified information: NSA-approved cryptography; provision of digital signatures: FIPS-validated cryptography). Related controls: AC-2, AC-3, AC-7, AC-17, AC-18, AU-9, AU-10, CM-11, CP-9, IA-3, IA-7, MA-4, MP-2, MP-4, MP-5, SA-4, SC-8, SC-12, SC-28, SI-7.
Control Number	SC-28
Title	Protection of Information at Rest
CDSS Requirement	The organization information system must: Protect the confidentiality of PII at rest.
Supplemental Guidance (from NIST 800-53)	This control addresses the confidentiality and integrity of information at rest and covers user information and system information. Information at rest refers to the state of information when it is located on storage devices as specific components of information systems. System-related information requiring protection includes, for example, configurations or rule sets for firewalls, gateways, intrusion detection/prevention systems, filtering routers, and authenticator content. Organizations may employ different mechanisms to achieve confidentiality and integrity protections, including the use of cryptographic mechanisms and file share scanning. Integrity protection can be achieved, for example, by implementing Write-Once-Read-Many (WORM) technologies. Organizations may also employ other security controls including, for example, secure off-line storage in lieu of online storage when adequate protection of information at rest cannot otherwise be achieved and/or continuous monitoring to identify malicious code at rest. Related controls: AC-3, AC-6, CA-7, CM-3, CM-5, CM-6, PE-3, SC-8, SC-13, SI-3, SI-7.

16. **System and Information Integrity (SI)**

Control Number	**SI-2**
Title	Flaw Remediation
CDSS Requirement	The organization must: a. Identify, report, and correct information system flaws; b. Tests software and firmware updates related to flaw remediation for effectiveness and potential side effects before installation; c. Installs security-relevant software and firmware updates, within acceptable organization standards, of the release of the updates; and d. Incorporates flaw remediation into the organizational configuration management process.
Supplemental Guidance (from NIST 800-53)	Organizations identify information systems affected by announced software flaws including potential vulnerabilities resulting from those flaws, and report this information to designated organizational personnel with information security responsibilities. Security-relevant software updates include, for example, patches, service packs, hot fixes, and anti-virus signatures. Organizations also address flaws discovered during security assessments, continuous monitoring, incident response activities, and system error handling. Organizations take advantage of available resources such as the Common Weakness Enumeration (CWE) or Common Vulnerabilities and Exposures (CVE) databases in remediating flaws discovered in organizational information systems. By incorporating flaw remediation into ongoing configuration management processes, required/anticipated remediation actions can be tracked and verified. Flaw remediation actions that can be tracked and verified include, for example, determining whether organizations follow US-CERT guidance and Information Assurance Vulnerability Alerts. Organization-defined time periods for updating security-relevant software and firmware may vary based on a variety of factors including, for example, the security category of the information system or the criticality of the update (i.e., severity of the vulnerability related to the discovered flaw). Some types of flaw remediation may require more testing than other types. Organizations determine the degree and type of testing needed for the specific type of flaw remediation activity under consideration and also the types of changes that are to be configuration-managed. In some situations, organizations may determine that the testing of software and/or firmware updates is not necessary or practical, for example, when implementing simple anti-virus signature updates. Organizations may also consider in testing decisions, whether security-relevant software or firmware updates are obtained from authorized sources with appropriate digital signatures. Related controls: CA-2, CA-7, CM-3, CM-5, CM-8, MA-2, IR-4, RA-5, SA-10, SA-11, SI-11.
Control Number	**SI-3**
Title	Malicious Code Protection
CDSS Requirement	The organization must: a. Employ malicious code protection mechanisms at information system entry and exit points to detect and eradicate malicious code; b. Update malicious code protection mechanisms whenever new releases are available in accordance with organizational configuration management policy and procedures; c. Configure malicious code protection mechanisms to: 1. Perform periodic scans of the information system and real-time scans of files from external sources at the endpoint and network entry/exit points as the files are downloaded, opened, or executed in accordance with organizational security policy; and 2. Block malicious code or quarantine malicious code, and send alert to administrator for incident handling in response to malicious code detection; and d. Address the receipt of false positives during malicious code detection and eradication and the resulting potential impact on the availability of the information system
Supplemental Guidance (from NIST 800-53)	Information system entry and exit points include, for example, firewalls, electronic mail servers, web servers, proxy servers, remote-access servers, workstations, notebook computers, and mobile devices. Malicious code includes, for example, viruses, worms, Trojan horses, and spyware. Malicious code can also be encoded in various formats (e.g., UUENCODE, Unicode), contained within compressed or hidden files, or hidden in files using steganography. Malicious code can be transported by different means including, for example, web accesses, electronic mail, electronic mail attachments, and portable storage devices. Malicious code insertions occur through the exploitation of information system vulnerabilities. Malicious code protection mechanisms include, for example, anti-virus signature definitions and reputation-based technologies. A variety of technologies and methods exist to limit or eliminate the effects of malicious code. Pervasive configuration management and comprehensive software integrity controls may be effective in preventing execution of unauthorized code. In addition to commercial off-the-shelf software, malicious code may also be present in custom-built software. This could include, for example, logic bombs, back doors, and other types of cyber attacks that could affect organizational missions/business functions. Traditional malicious code protection mechanisms cannot always detect such code. In these situations, organizations rely instead on other safeguards including, for example, secure coding practices, configuration management and control, trusted procurement processes, and monitoring practices to help ensure that software does not perform functions other than the functions intended. Organizations may determine that in response to the detection of malicious code, different actions may be warranted. For example, organizations can define actions in response to malicious code detection during periodic scans, actions in response to detection of malicious downloads, and/or actions in response to detection of maliciousness when attempting to open or execute files. Related controls: CM-3, MP-2, SA-4, SA-8, SA-12, SA-13, SC-7, SC-26, SC-44, SI-2, SI-4, SI-7.

Control Number	SI-4
Title	Information System Monitoring
CDSS Requirement	The organization must: a. Monitor the information system to detect: 1. Attacks and indicators of potential attacks in accordance with organization-defined monitoring objectives; and 2. Unauthorized local, network, and remote connections; b. Identify unauthorized use of the information system through organization-defined techniques and methods; c. Deploy monitoring devices: 1. Strategically within the information system to collect organization-determined essential information; and 2. At ad hoc locations within the system to track specific types of transactions of interest to the organization; d. Protect information obtained from intrusion-monitoring tools from unauthorized access, modification, and deletion; e. Heighten the level of information system monitoring activity whenever there is an indication of increased risk to organizational operations and assets, individuals, other organizations, or the Nation based on law enforcement information, intelligence information, or other credible sources of information; Relevant risk would apply to anything impacting the confidentiality integrity or availability of the information system. f. Obtain legal opinion with regard to information system monitoring activities in accordance with applicable federal laws, Executive Orders, directives, policies, or regulations; and g. Provides organization-defined information system monitoring information to organization-defined personnel and CDSS as needed.
Supplemental Guidance (from NIST 800-53)	Information system monitoring includes external and internal monitoring. External monitoring includes the observation of events occurring at the information system boundary (i.e., part of perimeter defense and boundary protection). Internal monitoring includes the observation of events occurring within the information system. Organizations can monitor information systems, for example, by observing audit activities in real time or by observing other system aspects such as access patterns, characteristics of access, and other actions. The monitoring objectives may guide determination of the events. Information system monitoring capability is achieved through a variety of tools and techniques (e.g., intrusion detection systems, intrusion prevention systems, malicious code protection software, scanning tools, audit record monitoring software, network monitoring software). Strategic locations for monitoring devices include, for example, selected perimeter locations and near server farms supporting critical applications, with such devices typically being employed at the managed interfaces associated with controls SC-7 and AC-17. Einstein network monitoring devices from the Department of Homeland Security can also be included as monitoring devices. The granularity of monitoring information collected is based on organizational monitoring objectives and the capability of information systems to support such objectives. Specific types of transactions of interest include, for example, Hyper Text Transfer Protocol (HTTP) traffic that bypasses HTTP proxies. Information system monitoring is an integral part of organizational continuous monitoring and incident response programs. Output from system monitoring serves as input to continuous monitoring and incident response programs. A network connection is any connection with a device that communicates through a network (e.g., local area network, Internet). A remote connection is any connection with a device communicating through an external network (e.g., the Internet). Local, network, and remote connections can be either wired or wireless. Related controls: AC-3, AC-4, AC-8, AC-17, AU-2, AU-6, AU-7, AU-9, AU-12, CA-7, IR-4, PE-3, RA-5, SC-7, SC-26, SC-35, SI-3, SI-7.

Control Number	SI-4(5)
Title	Information System Monitoring | System Generated Alerts
CDSS Requirement	The information system alerts County Worker when the following indications of compromise or potential compromise occur 1. Protected system files or directories have been modified without notification from the appropriate change/configuration management channels. 2. System performance indicates resource consumption that is inconsistent with expected operating conditions. 3. Auditing functionality has been disabled or modified to reduce audit visibility. 4. Audit or log records have been deleted or modified without explanation. 5. The system is raising alerts or faults in a manner that indicates the presence of an abnormal condition. 6. Resource or service requests are initiated from clients that are outside of the expected client membership set. 7. The system reports failed logins or password changes for administrative or key service accounts. 8. Processes and services are running that are outside of the baseline system profile. 9. Utilities, tools, or scripts have been saved or installed on production systems without clear indication of their use or purpose.
Supplemental Guidance (from NIST 800-53)	Alerts may be generated from a variety of sources, including, for example, audit records or inputs from malicious code protection mechanisms, intrusion detection or prevention mechanisms, or boundary protection devices such as firewalls, gateways, and routers. Alerts can be transmitted, for example, telephonically, by electronic mail messages, or by text messaging. Organizational personnel on the notification list can include, for example, system administrators, mission/business owners, system owners, or information system security officers. Related controls: AU-5, PE-6.
Control Number	SI-4(13)
Title	Information System Monitoring | Analyze Traffic / Event Patterns
CDSS Requirement	The organization must: a. Analyzes communications traffic/event patterns for the information system; b. Develops profiles representing common traffic patterns and/or events; and c. Uses the traffic/event profiles in tuning system-monitoring devices to reduce the number of false positives and the number of false negatives.
Supplemental Guidance (from NIST 800-53)	None

17. **System and Services Acquisition (SA)**

Control Number	SA-9
Title	External Information System Services
CDSS Requirement	The organization must: a. Require that providers of external information system services comply with organizational information security requirements and employ organization-defined security controls in accordance with CDSS PSA, applicable federal laws, Executive Orders, directives, policies, regulations, standards, and guidance; b. Defines and documents government oversight and user roles and responsibilities with regard to external information system services; and c. Employs organization-defined processes, methods, and techniques to monitor security control compliance by external service providers on an ongoing basis. *The state organization will provide its contractors and agents with copies of the Agreement, related IEAs, and all related attachments before initial disclosure of PII to such contractors and agents. Prior to signing the Agreement, and thereafter at CDSS's request, the state organization will obtain from its contractors and agents a current list of the employees of such contractors and agents with access to PII and provide such lists to CDSS.*
Supplemental Guidance (from NIST 800-53)	External information system services are services that are implemented outside of the authorization boundaries of organizational information systems. This includes services that are used by, but not a part of, organizational information systems. FISMA and OMB policy require that organizations using external service providers that are processing, storing, or transmitting federal information or operating information systems on behalf of the federal government ensure that such providers meet the same security requirements that federal agencies are required to meet. Organizations establish relationships with external service providers in a variety of ways including, for example, through joint ventures, business partnerships, contracts, interagency agreements, lines of business arrangements, licensing agreements, and supply chain exchanges. The responsibility for managing risks from the use of external information system services remains with authorizing officials. For services external to organizations, a chain of trust requires that organizations establish and retain a level of confidence that each participating provider in the potentially complex consumer-provider relationship provides adequate protection for the services rendered. The extent and nature of this chain of trust varies based on the relationships between organizations and the external providers. Organizations document the basis for trust relationships so the relationships can be monitored over time. External information system services documentation includes government, service providers, end user security roles and responsibilities, and service-level agreements. Service-level agreements define expectations of performance for security controls, describe measurable outcomes, and identify remedies and response requirements for identified instances of noncompliance. Related controls: CA-3, IR-7, PS-7.

Control Number	SA-11
Title	Developer Security Testing And Evaluation
CDSS Requirement	The organization must require the developer of the information system, system component, or information system service to: a. Create and implement a security assessment plan; b. Perform [Selection (one or more): unit; integration; system; regression] testing/evaluation at [Assignment: organization-defined depth and coverage]; c. Produce evidence of the execution of the security assessment plan and the results of the security testing/evaluation; d. Implement a verifiable flaw remediation process; and e. Correct flaws identified during security testing/evaluation
Supplemental Guidance (from NIST 800-53)	Supplemental Guidance: Developmental security testing/evaluation occurs at all post-design phases of the system development life cycle. Such testing/evaluation confirms that the required security controls are implemented correctly, operating as intended, enforcing the desired security policy, and meeting established security requirements. Security properties of information systems may be affected by the interconnection of system components or changes to those components. These interconnections or changes (e.g., upgrading or replacing applications and operating systems) may adversely affect previously implemented security controls. This control provides additional types of security testing/evaluation that developers can conduct to reduce or eliminate potential flaws. Testing custom software applications may require approaches such as static analysis, dynamic analysis, binary analysis, or a hybrid of the three approaches. Developers can employ these analysis approaches in a variety of tools (e.g., web-based application scanners, static analysis tools, binary analyzers) and in source code reviews. Security assessment plans provide the specific activities that developers plan to carry out including the types of analyses, testing, evaluation, and reviews of software and firmware components, the degree of rigor to be applied, and the types of artifacts produced during those processes. The depth of security testing/evaluation refers to the rigor and level of detail associated with the assessment process (e.g., black box, gray box, or white box testing). The coverage of security testing/evaluation refers to the scope (i.e., number and type) of the artifacts included in the assessment process. Contracts specify the acceptance criteria for security assessment plans, flaw remediation processes, and the evidence that the plans/processes have been diligently applied. Methods for reviewing and protecting assessment plans, evidence, and documentation are commensurate with the security category or classification level of the information system. Contracts may specify documentation protection requirements. Related controls: CA-2, CM-4, SA-3, SA-4, SA-5, SI-2.

B. Minimum Cloud Security Requirements

County Department/Agency and any agents, subcontractors, and vendors storing PII in a cloud service must comply with the Cloud Computing Policy, State Administration Manual (SAM) Sections 4983-4983.1, and employ the capabilities in the Cloud Security Standard, SIMM 5315-B to protect information and systems in cloud services as outlined below.

1. Identify and classify assets to focus and prioritize efforts in aligning business needs and risk management.
2. Each information asset for which the County Department/Agency entity has ownership responsibility shall be inventoried and identified to include the following:
    a. Description and value of the information asset.
    b. Owner of the information asset.
    c. Custodians of the information asset.
    d. Users of the information asset.
    e. Classification of information.
    f. FIPS Publication 199 categorization and level of protection (Low, Moderate, or High).
    g. Importance of information assets to the execution of the Agency/state entity's mission and program function.
    h. Potential consequences and impacts if confidentiality, integrity, and availability of the information asset were compromised.

3. Security of cloud services stems from managing authentication and fine-grained authorization. To safeguard cloud systems, County Department/Agency shall establish processes and procedures to ensure:
    a. Maintenance of user identities, including both provisioning and de-provisioning;
    b. Enforcement of password policies or more advanced multifactor mechanisms to authenticate users and devices;
    c. Management of access control rules, limiting access to the minimum necessary to complete defined responsibilities;
    d. Separation of duties to avoid functional conflicts;
    e. Periodic recertification of access control rules to identify those that are no longer needed or provide overly broad clearance;
    f. Use of privileged accounts that can bypass security are restricted and audited;
    g. Systems to administer access based on roles are defined and installed; and
    h. Encryption keys and system security certificates are effectively generated, exchanged, stored and safeguarded.

4. Infrastructure protection controls limit the impact of unintended access or potential vulnerabilities. PaaS and SaaS resources may already have these controls implemented by the service provider. County Department/Agency must configure information assets to provide only

essential capabilities.

5. County Department/Agency are entrusted with protecting the integrity and confidentiality of data processed by their information systems. Cloud technologies simplify data protection by providing managed data storage services with native protection and backup features, but these features must be configured and managed appropriately.
6. Detective controls identify potential security threats or incidents, supporting timely investigation and response. County Department/Agency must continuously identify and remediate vulnerabilities.
7. Response controls enable timely event and incident response which is essential to reducing the impact if an incident were to occur. Compliance with incident management requirements as outlined in VII. Notification and Investigation of Breaches and Security Incidents.
8. Recover controls facilitate long-term recovery activities following events or incidents. With cloud services, primarily SaaS solutions, the services provider hosts the data in its application, and unless properly planned and provisioned for in the contract with the service provider it may be difficult or impossible to obtain the data in a usable format at contract termination. County Department/Agency must ensure agreements with cloud service providers include recover controls.

C. ***Minimum Necessary.*** Only the minimum necessary amount of PII required to perform required business functions applicable to the terms of this Agreement may be used, disclosed, copied, downloaded, or exported.

D. ***Transmission and Storage of PII.*** All persons that will be working with PII shall employ FIPS 140-2 or greater approved security functions as described in section 6.2.2 of NIST SP 800-140Cr1 encryption of PII at rest and in motion unless County Department/Agency determines it is not reasonable and appropriate to do so based upon a risk assessment, and equivalent alternative measures are in place and documented as such. In addition, County Department/Agency shall maintain, at a minimum, the most current industry standards for transmission and storage of CDSS data and other confidential information.

E. ***DHCS Remote Work Policy.*** County Department/Agency, its County Workers and any agents, subcontractors, and vendors accessing PII pursuant to this PSA when working remotely, shall follow reasonable policies and procedures that are equivalent to or better than the DHCS Remote Work Policy, as published in Medi-Cal Eligibility Division Informational Letter (MEDIL) | 23-35E. Working remotely means working from a physical location not under the control of the person's employer.

If DHCS changes the terms of the DHCS Remote to Work Policy, DHCS will, as soon as reasonably possible, supply copies to CWDA and the County Department/Agency or its designee as well as DCHS' proposed target date for compliance. For a period of thirty (30) days, DHCS will accept input from

CWDA and the County Department/Agency or its designee on the proposed changes. DHCS will issue a new policy in a future MEDIL. If the County Department/Agency is unable to comply with these standards, the CWD will be asked to develop a Plan of Action and Milestones (POA&M) detailing a concrete roadmap to becoming fully compliant with the policy's standard. The POA&M must be provided to CDSS for review and approval. Any CWDA who is under a POA&M will be required to provide quarterly updates to DHCS until the fully compliant.

VI. AUDIT CONTROLS

A. ***Audit Control Mechanisms.*** The County Department/Agency shall ensure audit control mechanisms are in place that are compliant with the Technical Security Controls within Section V of this Agreement.

B. ***Anomalies.*** When the County Department/Agency or CDSS suspects MEDS usage anomalies, the County Department/Agency shall work with CDSS to investigate the anomalies and report conclusions of such investigations and remediation to CDSS.

C. ***Notification to CDSS in event County Department/Agency is subject to other Audit.*** If County Department/Agency is the subject of an audit, compliance review, investigation, or any proceeding that is related to the performance of its obligations pursuant to this Agreement, or is the subject of any judicial or administrative proceeding alleging a violation of law related to the privacy and security of PII, including but not limited to PII, the County Department/Agency shall promptly notify CDSS unless it is legally prohibited from doing so.

VII. PAPER, RECORD, AND MEDIA CONTROLS

A. ***Supervision of Data.*** PII shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk, or office at the individual's place of employment or at home when working remotely. Unattended means that information may be observed by an individual not authorized to access the information.

B. ***Data in Vehicles.*** The County Department/Agency shall have policies that include, based on applicable risk factors, a description of the circumstances under which the County Workers can transport PII, as well as the physical security requirements during transport. A County Department/Agency that chooses to permit its County Workers to leave records unattended in vehicles, shall include provisions in its policies to provide that the PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and that under no circumstances permit PII to be left unattended in a vehicle overnight or for other extended periods of time.

C. ***Public Modes of Transportation.*** PII shall not be left unattended at any time in airplanes, buses, trains, etc., inclusive of baggage areas. This should be included in training due to the nature of the risk.

D. ***Escorting Visitors.*** Visitors to areas where PII is contained shall be escorted, and PII shall be kept out of sight while visitors are in the area.

E. ***Confidential Destruction.*** PII shall be disposed of through confidential means, such as cross cut shredding or pulverizing.

F. ***Removal of Data.*** PII shall not be removed from the premises of County Department/Agency except for justifiable business purposes.

G. ***Faxing.***

1. Faxes containing PII shall not be left unattended and fax machines shall be in secure areas.

2. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender.

3. Fax numbers shall be verified with the intended recipient before sending the fax.

H. ***Mailing.***

1. Mailings containing PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible.

2. Mailings that include 500 or more individually identifiable records containing PII in a single package shall be sent using a tracked mailing method that includes verification of delivery and receipt.

VIII. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS

During the term of this Agreement, the County Department/Agency agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

A. ***Initial Notice to DHCS:***
The County Department/Agency shall notify DHCS using DHCS' online incident reporting portal of any suspected security incident, intrusion, or unauthorized access, use, or disclosure of PII or potential loss of PII. When making notification, the following applies:

1. If a suspected security incident involves PII provided or verified by SSA, the County Department/Agency shall immediately notify DHCS upon discovery. For more information on SSA data, please see the Definition section of this Agreement.

2. If a suspected security incident does not involve PII provided or verified by SSA, the County Department/Agency shall notify DHCS promptly and in no event later than one working day of discovery of:

    a. Unsecured PII if the PII is reasonably believed to have been accessed or acquired by an unauthorized person;
    b. Any suspected security incident which risks unauthorized access to PII and/or;
    c. Any intrusion or unauthorized access, use, or disclosure of PII in violation of this Agreement; or
    d. Potential loss of PII affecting this Agreement.

Notice to DHCS shall include all information known at the time the incident is reported. The County Department/Agency can submit notice via the DHCS incident reporting portal which is available online at: https://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/default.aspx

If DHCS' online incident reporting portal is unavailable, notice to DHCS can instead be made via email using the DHCS Privacy Incident Report (PIR) form. The email address to submit a PIR can be found on the PIR and in subsection H of this section. The County Department/Agency shall use the most current version of the PIR, which is available online at: https://www.dhcs.ca.gov/formsandpubs/laws/priv/Documents/Privacy-Incident-Report-PIR.pdf.

If the County Department/Agency is unable to notify DHCS the via the Incident Reporting Portal or email, notification can be made by telephone using the contact information listed in subsection H.

A breach shall be treated as discovered by the County Department/Agency as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach), who is an employee, officer or other agent of the County Department.

Upon discovery of a breach, security incident, intrusion, or unauthorized access, use, or disclosure of PII, the County Department/Agency shall take:

1. Prompt corrective action to mitigate any risks or damages involved with the security incident or breach; and

2. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

B. ***Investigation of Security Incident or Breach.*** The County Department/Agency shall immediately investigate such a security incident, breach, or unauthorized use of PII.

C. ***Complete Report.*** Within ten (10) working days of the discovery the County Department/Agency shall provide any additional information related to the incident requested by DHCS. The County Department/Agency shall make reasonable efforts to provide DHCS with such information.

The complete report must include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable federal and state laws. The report shall include a full, detailed corrective action plan (CAP) including mitigating measures that were taken to halt and/or contain the improper use or disclosure.

If DHCS requests additional information related to the incident, the County Department/Agency shall make reasonable efforts to provide DHCS with such information. If necessary, the County Department/Agency shall submit an updated report with revisions and/or additional information after the Completed Report has been provided. DHCS will review and determine whether a breach occurred and whether individual notification is required. DHCS will maintain the final decision making over a breach determination.

D. ***Notification of Individuals.*** If the cause of a breach is solely attributable to County Department/Agency or its agents, County Department/Agency shall notify individuals accordingly and shall pay all costs of such notifications as well as any costs associated with the breach. The notifications shall comply with applicable federal and state law. DHCS shall approve the time, manner, and content of any such notifications and their review and approval must be obtained before the notifications are made. DHCS and the County Department/Agency shall work together to ensure that notification of individuals is done in compliance with statutory deadlines within applicable federal and state law.

If the cause of a breach is solely attributable to CDSS, CDSS shall pay all costs of such notifications as well as any costs associated with the breach. If there is any question as to whether CDSS or the County Department/Agency is responsible for the breach or CDSS and the County Department/Agency acknowledge that both are responsible for the breach, CDSS and the County Department/Agency shall jointly determine responsibility for purposes of allocating the costs.

1. All notifications (regardless of breach status) regarding beneficiaries'

PII shall comply with the requirements set forth in Section 1798.29 of the California Civil Code and Section 17932 of Title 42 of United States Code, inclusive of its implementing regulations, including but not limited to the requirement that the notifications be made without unreasonable delay and in no event later than **sixty (60) calendar days** from discovery.

E. ***Responsibility for Reporting of Breaches***

1. ***Breach Attributable to County Department/Agency.*** If the cause of a breach of PII is attributable to the County Department/Agency or its agents, subcontractors, or vendors, the County Department/Agency shall be responsible for all required reporting of the breach.

2. ***Breach Attributable to CDSS.*** If the cause of the breach is attributable to CDSS, CDSS shall be responsible for all required reporting of the breach.

F. ***Coordination of Reporting.*** When applicable law requires the breach be reported to a federal or state agency, or that notice be given to media outlets, DHCS (if the breach involves MEDS or SSA data), CDSS, and the County Department/Agency shall coordinate to ensure such reporting is compliant with applicable law and prevent duplicate reporting and to jointly determine responsibility for purposes of allocating the costs of such reports, if any.

G. ***Submission of Sample Notification to Attorney General:*** If the cause of the breach is attributable to the County Department/Agency or an agent, subcontractor, or vendor of the County Department/Agency and if notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, regardless of whether County Department/Agency is considered only a custodian and/or non-owner of the PII, County Department/Agency shall, at its sole expense and at the sole election of DHCS, either:

1. Electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content, and timeliness provisions of Section 1798.29, subdivision (e). County Department/Agency shall inform the DHCS Privacy Officer of the time, manner, and content of any such submissions prior to the transmission of such submissions to the Attorney General; or

2. Cooperate with and assist DHCS in its submission of a sample copy of the notification to the Attorney General.

H. ***CDSS and DHCS Contact Information.*** The County Department/Agency shall utilize the below contact information to direct all communication/notifications of

breach and security incidents to CDSS and DHCS. CDSS reserves the right to make changes to the contact information by giving written notice to the County Department/Agency. Said changes shall not require an amendment to this Agreement or any other agreement into which it is incorporated.

CDSS Breach and Security Incident Reporting

California Department of Social Services
Information Security and Privacy Office
Department of Health Care Services

744 P Street, MS 9-10-59
Sacramento, CA 95814-6413

Email: GEN1370@dss.ca.gov Telephone: (916) 651-5558
The preferred method of communication is email, when available. Do not include any PII unless requested by CDSS.

DHCS Breach and Security Incident Reporting

Privacy Officer
c/o Data Privacy Unit
Department of Health Care Services

P.O. Box 997413, MS 0011
Sacramento, CA 95899-7413

Email: incidents@dhcs.ca.gov Telephone: (916) 445-4646
The preferred method of communication is email, when available. Do not include any PII unless requested by DHCS

IX. CDSS PSA CONTACTS

The County Department/Agency shall utilize the below contact information for any PSA-related inquiries or questions. CDSS reserves the right to make changes to the contact information by giving written notice to the County Department/Agency. Said changes shall not require an amendment to this Agreement or any other agreement into which it is incorporated. *Please use the contact information listed in Section VIII of this Agreement for any PII incident or breach reporting.*

PSA Inquires and Questions
Department of Social Services
Information Security and Privacy Office - PSA
744 P Street, MS-10-59
Sacramento, CA 95814-6413

Email: iso@dss.ca.gov

X. COMPLIANCE WITH SSA AGREEMENT

The County Department/Agency agrees to comply with applicable privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement (CMPPA) between SSA and the California Health and Human Services Agency (CalHHS), in the Information Exchange Agreement (IEA) between SSA and DHCS, and in the Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with SSA (TSSR), which are incorporated into this Agreement within section V. Technical Security Controls and Exhibit A (available upon request).

If there is any conflict between a privacy and security standard in the CMPPA, IEA or TSSR, and a standard in this Agreement, the most stringent standard shall apply. The most stringent standard means the standard which provides the greatest protection to PII.

If SSA changes the terms of its agreement(s) with CDSS, CDSS will, as soon as reasonably possible after receipt, supply copies to County Welfare Directors Association (CWDA) and the County Department/Agency or its designee as well as CDSS' proposed target date for compliance. For a period of thirty (30) days, CDSS will accept input from CWDA and the County Department/Agency or its designee on the proposed target date and make adjustments, if appropriate. After the thirty (30) day period, CDSS will submit the proposed target date to SSA, which will be subject to adjustment by SSA. Once a target date for compliance is determined by SSA, CDSS will supply copies of the changed agreement to CWDA and the County Department/Agency or its designee, along with the compliance date expected by SSA. If the County Department/Agency is not able to meet the SSA compliance date, the County Department/Agency will be asked to develop a Plan of Action and Milestones POAM detailing a concrete roadmap to becoming fully compliant with the policy's standard. The POAM must be provided to CDSS for review and approval. Any County Department/Agency who is under a POAM will be required to provide quarterly updates to CDSS until the fully compliant.

A copy of Exhibit A can be requested by authorized County Department/Agency individuals from CDSS using the contact information listed in Section IX of this Agreement.

XI. COMPLIANCE WITH DEPARTMENT OF HOMELAND SECURITY

AGREEMENT

The County Department/Agency agrees to comply with substantive privacy and security requirements in the Computer Matching Agreement (CMA) between the Department of Homeland Security, United States Citizenship and Immigration Services (DHS-USCIS) and CDSS, which is hereby incorporated into this Agreement (Exhibit B) and available upon request. If there is any conflict between a privacy and security standard in the CMA and a standard in this Agreement, the most stringent standard shall apply. The most stringent standard means the standard which provides the greatest protection to PII.

If DHS-USCIS changes the terms of its agreement(s) with CDSS, CDSS will, as soon as reasonably possible after receipt, supply copies to the CWDA and the County Department/Agency or its designee as well as CDSS' proposed target date for compliance. For a period of thirty (30) days, CDSS will accept input from CWDA and the County Department/Agency or its designee on the proposed target date and make adjustments, if appropriate. After the 30-day period, CDSS will submit the proposed target date to DHS-USCIS, which will be subject to adjustment by DHS-USCIS. Once a target date for compliance is determined by DHS-USCIS, CDSS will supply copies of the changed agreement to CWDA and the County Department/Agency or its designee, along with the compliance date expected by DHS-USCIS. If the County Department/Agency is not able to meet the DHS-USCIS compliance date, the POA&M must be provided to CDSS for review and approval. Any County Department/Agency who is under a POA&M will be required to provide quarterly updates to CDSS until the fully compliant.

A copy of Exhibit B can be requested by authorized County Department/Agency individuals from CDSS using the contact information listed in Section IX of this Agreement.

XII. COUNTY DEPARTMENT'S/AGENCY'S AGENTS, SUBCONTRACTORS, AND VENDORS

The County Department/Agency agrees to enter into written agreements with all agents, subcontractors and vendors that have access to County Department/Agency PII. These agreements will impose, at a minimum, the same restrictions and conditions that apply to the County Department/Agency with respect to PII upon such agents, subcontractors, and vendors. These shall include, (1) restrictions on disclosure of PII, (2) conditions regarding the use of appropriate administrative, physical, and technical safeguards to protect PII, and, where relevant, (3) the requirement that any breach, security incident, intrusion, or unauthorized access, use, or disclosure of PII be reported to the County Department/Agency. If the agents, subcontractors, and vendors of County Department/Agency access data provided to CDSS and/or DHCS by SSA or DHS-USCIS, the County Department/Agency shall also incorporate the Agreement's Exhibits into each subcontract or subaward with agents, subcontractors, and vendors.

County Departments/Agencies who would like assistance or guidance with this

requirement are encouraged to contact CDSS via email at iso@dss.ca.gov.

XIII. ASSESSMENTS AND REVIEWS

In order to enforce this Agreement and ensure compliance with its provisions and Exhibits, the County Department/Agency agrees to assist CDSS or DHCS (on behalf of CDSS) in performing compliance assessments. These assessments may involve compliance review questionnaires, and/or review of the facilities, systems, books, and records of the County Department/Agency, with reasonable notice from CDSS or DHCS. Such reviews shall be scheduled at times that take into account the operational and staffing demands. The County Department/Agency agrees to promptly remedy all violations of any provision of this Agreement and certify the same to the CDSS in writing, or to enter into a POA&M with CDSS containing deadlines for achieving compliance with specific provisions of this Agreement.

XIV. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

In the event of litigation or administrative proceedings involving CDSS based upon claimed violations by the County Department/Agency of the privacy or security of PII or of federal or state laws or agreements concerning privacy or security of PII, the County Department/Agency shall make all reasonable effort to make itself and County Workers assisting in the administration of their program and using or disclosing PII available to CDSS at no cost to CDSS to testify as witnesses. CDSS shall also make all reasonable efforts to make itself and any subcontractors, agents, and employees available to the County Department/Agency at no cost to the County Department/Agency to testify as witnesses, in the event of litigation or administrative proceedings involving the County Department/Agency based upon claimed violations by CDSS of the privacy or security of PII or of state or federal laws or agreements concerning privacy or security of PII.

XV. AMENDMENT OF AGREEMENT

CDSS and the County Department/Agency acknowledge that federal and state laws relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such changes. Upon request by CDSS, the County Department/Agency agrees to promptly enter into negotiations with CDSS concerning an amendment to this Agreement as may be needed by changes in federal and state laws and regulations or NIST 800-53. In addition to any other lawful remedy, CDSS may terminate this Agreement upon 30 days written notice if the County Department/Agency does not promptly agree to enter into negotiations to amend this Agreement when requested to do so or does not enter into an amendment that CDSS deems necessary.

XVI. TERMINATION

This Agreement shall terminate on September 1, 2028, regardless of the date the Agreement is executed by the parties. The parties can agree in writing to extend the term of the Agreement. County Department/Agency's requests for an extension shall

be approved by CDSS and limited to no more than a six (6) month extension.

A. ***Survival:*** All provisions of this Agreement that provide restrictions on disclosures of PII and that provide administrative, technical, and physical safeguards for the PII in the County Department/Agency's possession shall continue in effect beyond the termination or expiration of this Agreement and shall continue until the PII is destroyed or returned to CDSS.

XVII. TERMINATION FOR CAUSE

Upon CDSS' knowledge of a material breach or violation of this Agreement by the County Department/Agency, CDSS may provide an opportunity for the County Department/Agency to cure the breach or end the violation and may terminate this Agreement if the County Department/Agency does not cure the breach or end the violation within the time specified by CDSS. This Agreement may be terminated immediately by CDSS if the County Department/Agency has breached a material term and CDSS determines, in its sole discretion, that cure is not possible or available under the circumstances. Upon termination of this Agreement, the County Department/Agency shall return or destroy all PII in accordance with Section VII, above. The provisions of this Agreement governing the privacy and security of the PII shall remain in effect until all PII is returned or destroyed and CDSS receives a certificate of destruction.

XVIII. SIGNATORIES

The signatories below warrant and represent that they have the competent authority on behalf of their respective agencies to enter into the obligations set forth in this Agreement.

The authorized officials whose signatures appear below have committed their respective agencies to the terms of this Agreement. The contract is effective no later than ten calendar weeks after the date this ACL was issued.

For the County of Mendocino,

Department/Agency of Social Services,

(Signature)	(Date) 8/1/2025
DeNeese Parker	Social Services Director
(Name)	(Title)

For the California Department of Social Services,

(Signature)	(Date) 8.25.2025
STEPHEN HOSHIYAMA	SECTION Chief, Contracts Bureau
(Name)	(Title)

EXHIBIT A

Exhibit A consists of the current versions of the following documents, copies of which can be requested by the County Department/Agency information security and privacy staff, or other authorized county official from CDSS by using the contact information listed in Section IX of this Agreement.

- Computer Matching and Privacy Protection Act Agreement between the SSA and California Health and Human Services Agency
- Information Exchange Agreement between SSA and DHCS
- Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with the SSA (TSSR)

EXHIBIT B

Exhibit B consists of the current version of the following document, a copy of which can be requested by the County Department/Agency information security and privacy staff, or other authorized county official from CDSS by using the contact information listed in Section IX of this Agreement.

- Computer Matching Agreement between the Department of Homeland Security, United States Citizenship and Immigration Services (DHS-USCIS) and California Department of Social Services (CDSS)

EXHIBIT C

Exhibit C consists of the current version of the SIMM-5300-A, a copy of which can be requested by the County Department/Agency information security and privacy staff, or other authorized county official from CDSS by using the contact information listed in Section IX of this Agreement. The SIMM-5300-A can be used as guidance for implementing security controls found in NIST SP 800-53.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: _____
DeNeese Parker, Social Services Director

Date: 7/2/2025

Budgeted: N/A
Grant: No
Grant No.: N/A

CONTRACTOR/COMPANY NAME

By: _____
SIGNATURE

Date: 8.28.2025

NAME AND ADDRESS OF CONTRACTOR:

CALIFORNIA DEPT OF SOCIAL SERVICES
Information Security and Privacy Office - PSA
744 P Street, MS 9-10-59
Sacramento, CA 95814
ISO@dss.ca.gov

COUNTY OF MENDOCINO

By: _____
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: 07/29/2025

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

ATTEST:
DARCIE ANTLE, Clerk of said Board

By: _____
Deputy 07/29/2025

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: _____
Deputy 07/29/2025

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: _____
COUNTY COUNSEL

Date: 06/27/2025

INSURANCE REVIEW:

By: _____
Risk Management

Date: 06/27/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
Deputy CEO or Designee

Date: 06/27/2025

Signatory Authority: $0-25,000 Department; $25,001- 50,000 Purchasing Agent; **$50,001+ Board of Supervisors**
Exception to Bid Process Required/Completed ☐ N/A
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: State

BOS Agreement 25-137

March 27, 2025

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

EXECUTIVE SUMMARY

ALL COUNTY LETTER NO. 25-17

The purpose of this All County Letter (ACL) is to notify counties of the 2024 California Department of Social Services (CDSS) Privacy and Security Agreement (PSA) and to provide counties with instructions for returning signed PSAs to the CDSS. The purpose of the Agreement between CDSS and each County Department/Agency is to ensure the security and privacy of Personally Identifiable Information (PII) contained in the Medi-Cal Eligibility Data System (MEDS), the California Statewide Automated Welfare System (CalSAWS), the Income and Eligibility Verification System (IEVS), and in data received from the Social Security Administration (SSA) and other sources. Because counties have access to SSA-provided information, SSA requires that CDSS enter into individual agreements with the counties to safeguard this information. All 58 counties are required to sign the 2024 PSA to ensure the continued transmission of PII between the counties and CDSS.

Additionally, this letter is to inform counties of a future CDSS Security Compliance Review.

CALIFORNIA HEALTH & HUMAN SERVICES AGENCY
DEPARTMENT OF SOCIAL SERVICES
744 P Street • Sacramento, CA 95814 • *www.cdss.ca.gov*

JENNIFER TROIA
DIRECTOR

GAVIN NEWSOM
GOVERNOR

March 27, 2025

ALL COUNTY LETTER NO. 25-17

TO: ALL COUNTY WELFARE DIRECTORS

SUBJECT: 2024 PRIVACY AND SECURITY AGREEMENT (PSA)

The purpose of this All County Letter (ACL) is to notify counties of the 2024 California Department of Social Services (CDSS) Privacy and Security Agreement (PSA) and to provide counties with instructions for returning signed PSAs to the CDSS. The purpose of the 2024 CDSS PSA between CDSS and each County Welfare Department/Agency (CWD) is to ensure the security and privacy of Personally Identifiable Information (PII) contained in the Eligibility Data System (MEDS), California Statewide Automated Welfare System (CalSAWS), the Income and Eligibility Verification System (IEVS), and in data received from the Social Security Administration (SSA) and other sources. Because counties have access to SSA-provided information, SSA requires that CDSS enter into individual agreements with the counties to safeguard this information. All 58 CWDs are required to sign the 2024 PSA to ensure the continued transmission of PII between the counties and CDSS.

Additionally, this letter is to inform counties of a future CDSS Security Compliance Review.

SUBMISSION GUIDELINES

The PSA template is attached to this letter. Counties should follow the instructions below when returning signed PSAs to CDSS. The county should not modify any of the PSA language, except as instructed below.

- Counties shall complete the Preamble of the PSA by entering the name of the county and the County Department/Agency.
- Counties shall enter signatory information. The name and title of the signatory must be printed or typed.
- Counties shall modify the Header of the PSA in order to enter the appropriate PSA Number. The enclosed PSA displays a sample PSA Number of "25-XX." Counties should replace the "XX" with the appropriate two-digit county code.

Authorized county officials may sign the PSA electronically or with wet signature. CDSS will accept electronic signatures through AdobeSign.

Electronic Submissions
If choosing to sign electronically, county shall submit one (1) signed PSA to CDSS at the email address below. At the time of the PSA submission, counties shall include a contact name, email address, and contact phone number, which will be used when CDSS returns the signed PSA(s) to county.

Email address for submission of PSA with electronic signature:
ISO@dss.ca.gov

Hard Copy Submissions
If choosing to sign with wet signature, county shall submit at least two signed copies of the PSA to CDSS at the physical address below. All signed hard copy PSAs must contain an original wet signature. If county would like to have an additional PSA in wet signature, additional signed copies can be submitted with a written request that CDSS return multiple copies to county. At the time of the PSA submission, counties shall include a contact name, physical mailing address and email address, and contact phone number, which will be used when CDSS returns the signed PSA(s) to county.

Physical address for submission of PSA with wet signature:
Department of Social Services
Information Security and Privacy Office - PSA
744 P Street, MS 9-10-59
Sacramento, CA 95814

Once CDSS receives the signed PSAs, they will be signed by CDSS and executed copies of the PSAs will be returned to county either via email or overnight delivery.

Counties should ensure that CDSS receives the signed PSA by no later than ten calendar weeks after the date this ACL was issued. We understand the potential challenge of meeting this deadline. Counties should contact CDSS as soon as possible if unable to submit the signed PSA by the due date.

INCORPORATED EXHIBITS
To obtain copies of the following incorporated exhibits, authorized county individuals must submit requests via e-mail to CDSS PSA inbox at ISO@dss.ca.gov.

Exhibit A

- Computer Matching and Privacy Protection Act Agreement between the SSA and California Health and Human Services Agency
- Information Exchange Agreement between SSA and CDSS

- Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with the SSA (TSSR), version 10.6 (November 2023)

Exhibit B
- 2023 MOA between DHS-USCIS & DHCS

Exhibit C
- Statewide Information Management Manual (SIMM), SIMM-5300-A

Exhibits A and C contain highly sensitive and confidential information. All disclosures of Exhibit A shall be limited to the appropriate parties or individuals responsible for and involved in decision making for the safeguarding of PII. These documents are not public and shall not be published on any website accessible by or otherwise made available to the public.

REQUIRED COMPLIANCE AND ONGOING RISK MANAGEMENT

Upon execution, all 58 counties are required to comply with the terms of the Agreement to ensure the continued transmission of PII between the counties and CDSS. Since the previous PSA was developed, there have been substantial changes to the information security environment in which our organizations operate. As a result, the State of California Office of Information Security, CDSS, and SSA have adopted the National Institute of Standards and Technology (NIST) Security and Privacy controls for Information Systems and Organizations, and the associated Risk Management Framework for Information Systems and Organizations. A subset of applicable NIST controls is outlined in a new Systems Security Standards and Requirements section of the Agreement.

The NIST framework is a widely recognized set of guidelines and best practices designed to help organizations manage and improve their cybersecurity posture. It is a toolbox that businesses and other entities can use to better understand, manage, and reduce cybersecurity risks. It provides a structured approach to assessing and improving cybersecurity, regardless of an organization's size, industry, or level of technical expertise. The framework is designed to be flexible and scalable, so organizations can tailor it to their specific needs and circumstances. It's also meant to be a living document that evolves over time as new threats emerge and technologies change. Overall, the NIST framework provides a structured approach to cybersecurity management that can help organizations better understand, manage, and reduce their cybersecurity risks.

County Departments/Agencies will need to assess and update their policies, processes, and systems to align with the terms of the Agreement. CDSS also acknowledges this effort may take time and funding to accomplish within each county. For changes that require counties to increase the retention period for certain employee records, such as employee trainings, CDSS recognizes this requirement is only applicable to records

maintained after the execution of the new Agreement. CDSS is committed to assisting the counties with funding required for implementing the terms of this Agreement as needed or appropriate. CDSS provides funding to counties to support information technology and infrastructure-related costs associated with administering Medi-Cal via existing county administrative processes. DHCS is proposing for counties to use those existing processes to request additional funding to support counties with information technology and infrastructure costs associated with implementing the new technical controls of the PSA. To help counties identify what those resource needs are, CDSS and DHCS will be facilitating a Security Compliance Review of the counties against the new controls. Any gaps would be documented in a Plan of Action and Milestones (POA&M) and the county could use the results from the assessment and any required POA&M to demonstrate/justify their funding needs.

Any County Department/Agency that has identified compliance gaps concerning these standards within their organizations should notify CDSS immediately. The county will be asked to develop a POA&M detailing a concrete roadmap to become fully compliant with the Agreement's standards. The POA&M must be provided to CDSS for review and approval. Any county that is under a POA&M will be required to provide quarterly updates to CDSS until the county becomes fully compliant.

Security Compliance Reviews

The SSA requires CDSS to perform ongoing Security Compliance Reviews of its contractors and agents at least triennially and provide documentation of these reviews to SSA upon request. In support of this requirement, and to assist counties with identifying funding needs, CDSS will begin planning for a Security Compliance Review of counties based on the terms of this updated Agreement. Additional information will be provided in a future ACL.

If you need to contact CDSS regarding any of the information in this letter or additional privacy and information security concerns, please submit inquiries via email to the Information Security and Privacy Office inbox at ISO@dss.ca.gov.

Sincerely,

Original Document Signed By

CHAD
Deputy
Information Systems Division

CROWE
Director

Attachments

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3ax)

To: BOARD OF SUPERVISORS

From: Social Services

Meeting Date: July 29, 2025

Department Contact:	DeDe Parker	**Phone:**	707-463-7761
Department Contact:	Megan Van Sant	**Phone:**	707-463-7733

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Approval of Agreement and Annual Renewals of Agreement with Partnership HealthPlan of California, a Per Member Per Month Revenue Contract to Provide Enhanced Care Management services in County of Mendocino, Effective Upon Full Execution with Automatic Yearly Renewals Until Either Party Terminates the Agreement

Recommended Action/Motion:
Approve Agreement and annual renewals of Agreement with Partnership HealthPlan of California, a Per Member Per Month Revenue contract to provide Enhanced Care Management services in County of Mendocino, effective upon full execution with automatic yearly renewals until either party terminates the agreement; authorize the Social Services Director or designee to sign any future amendments that do not include costs paid by the County of Mendocino; and authorize Chair to sign same.

Previous Board/Board Committee Actions:
None.

Summary of Request:
CalAIM is a statewide Medi-Cal initiative to help address the multifaceted challenges facing California's most vulnerable residents, such as individuals experiencing homelessness, behavioral health care access, children with complex care needs, the growing number of justice-involved populations who have significant clinical needs, and the growing aging population. This Agreement will allow our programs, Front Door for Families and Project Homekey, to provide Enhanced Care Management through this funding.

Alternative Action/Motion:
Return to staff for handling.

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisorial District: All

Vote Requirement: Majority

Supplemental Information Available Online At:
https://www.partnershiphp.org/Community/Pages/CalAIM.aspx

Item #: 3ax)

Fiscal Details:

source of funding: Revenue contract
current f/y cost: 0
budget clarification: None
annual recurring cost: None
budgeted in current f/y (if no, please describe): N/A
revenue agreement: Yes

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Executive Office

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk
Date: July 29, 2025

Final Status: **Approved**
Executed Item Type: Interim Agreement
Number: *25-138

ENHANCED CARE MANAGEMENT PROVIDER SERVICES AGREEMENT

Between

PARTNERSHIP HEALTHPLAN OF CALIFORNIA

And

County of Mendocino dba Front Door for Families

This Enhanced Care Management Provider Services Agreement (the "Agreement") is entered into this July 29, 2025, by Partnership HealthPlan of California, a public entity referred to as ("**PARTNERSHIP**") and between Front Door for Families by and on behalf of its providers either employed and/or contracted (collectively, "**PROVIDER**" or "**PROVIDER GROUP**"). PARTNERSHIP and Provider are collectively referred to as the "Parties" and individually as a "Party."

PROVIDER GROUPS

If the undersigned Provider is a member of a Provider Group and is the authorized representative of this Provider Group, the signature affixed to this Agreement on behalf of the Provider Group certifies the following by his or her signature:

(a) All members of the Provider Group have granted the authority to the undersigned Provider for the purpose of signing this Agreement on their behalf.

(b) Each member of the Provider Group will be aware of and comply with the terms of the Agreement.

Upon reasonable request by PARTNERSHIP, the Provider Group agrees to provide certified copies of documents, including, but not limited to, Articles of Incorporation, Partnership Agreements or Member Provider Agreements, which will verify its legal and organizational status and operation as described above.

IN WITNESS WHEREOF, the subsequent Agreement between PARTNERSHIP and Provider is entered into by and between the Parties.

PROVIDER	**PARTNERSHIP**
Front Door for Families	Partnership HealthPlan of California
Signature: [signature]	Signature: _____
Printed Name: DeNeese Parker	Printed Name: Sonja Bjork
Title: Director	Title: Chief Executive Officer
Date: 6/11/2025	Date: _____

Individuals in Group *(if needed use additional sheet of paper)*:

PROVIDER Address for Notices:

_____

_____

_____

Attn: _____

(remainder of this page is intentionally left blank)

PARTNERSHIP HEALTHPLAN OF CALIFORNIA
ENHANCED CARE MANAGEMENT PROVIDER SERVICES AGREEMENT

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RECITALS

A. Whereas PARTNERSHIP has entered into and will maintain contracts (the "Medi-Cal Contract(s)") with the State of California, Department of Health Care Services ("DHCS") in accordance with Title 10, CCR, Section 1300 et. seq.; W&I Code, Section 14200 et. seq.; Title 22, CCR, Section 53250; and applicable federal and State laws and regulations, under which PARTNERSHIP provides services to Medi-Cal beneficiaries.

B. Whereas PARTNERSHIP will now offer Enhanced Care Management ("ECM"), as defined below, to Members pursuant to the Medi-Cal Contract provisions addressing ECM ("ECM Provisions").

C. Whereas Provider is a community-based entity with experience and expertise providing intensive, in-person care management services to individuals in one (1) or more of the Populations of Focus, as defined below, for ECM.

D. Whereas Provider desires to provide ECM Services within Provider's area of practice as appropriate for such Medi-Cal Members.

IN CONSIDERATION of the foregoing recitals and the mutual covenants and promises contained herein, receipt and sufficiency of which are hereby acknowledged, the Parties set forth in this Agreement agree and covenant as follows:

SECTION 1
DEFINITIONS

As used in this Agreement, the following terms will have the meaning set forth herein below, except where, from the context, it is clear that another meaning is intended. Many words and terms are capitalized throughout this Agreement to indicate that they are defined as set forth in this Section.

1.1 Accreditation Organization – Any organization including without limitation, the National Committee for Quality Assurance (NCQA), or other entities engaged in accrediting, certifying and/or approving PARTNERSHIP, Provider, and/or their respective programs, centers or services.

1.2 Agreement - This Agreement and all of the Attachments attached hereto and incorporated herein by reference.

1.3 Applicable Requirements - To the extent applicable to this Agreement and the duties, right, and privileges hereunder, all federal, State, County, and local statutes, rules, regulations, and ordinances, including, but not limited to, Welfare and Institutions Code and its implementing regulations, the Knox-Keene Health Care Service Plan Act and its implementing regulations, the Social Security Act and its implementing regulations, the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing regulations, the Health Information Technology for Economic and Clinical Health ("HITECH") Act, the Deficit Reduction Act of 2005 and its implementing regulations, the Federal Patient Protection and Affordable Care Act (Public Law 111-148) as amended by

the Federal Health Care and Education Reconciliation Act of 2010 (Public Law 111-152) (collectively, "Affordable Care Act"), the California Consumer Privacy Act of 2018 and its implementing regulations, the California Confidentiality of Medical Information Act; the Medi-Cal Contract; DHCS Medi-Cal Provider Manual; all Governmental Agency guidance, executive orders, instructions, letters, bulletins, and policies; and all standards, rules and regulations of accreditation organizations.

1.4 Assigned Member or Member – A PARTNERSHIP Medi-Cal member who has been assigned or who chose Provider for their ECM Services.

1.5 Authorized Representative - Any individual appointed in writing by a competent Member or potential Member, to act in place or on behalf of the Member or potential Member for purposes of assisting or representing the Member or Potential Member with Grievances and Appeals, State Fair Hearings, Independent Medical Reviews, and in any other capacity, as specified by the Member or Potential Member.

1.6 California Children's Services ("CCS")-Eligible Condition - means a medical condition that qualifies a Child to receive medical services under the CCS Program, as specified in 22 CCR section 41515.1 et seq.

1.7 California Children's Services ("CCS") Program - A state and county program providing Medically Necessary services to treat CCS-Eligible Conditions.

1.8 Care Management Plan - A written plan that is developed with input from the Member and/or their family member(s), parent, legal guardian, authorized representative, caregiver, and/or other authorized support person(s) as appropriate to assess strengths, risks, needs, goals, and preferences, and make recommendations for clinical and non-clinical service needs.

1.9 Child Health and Disability Prevention Services (CHDP) - Those health care preventive services for beneficiaries under 21 years of age provided in accordance with the provisions of Health and Safety Code Section 124025, *et seq.*, and Title 17, CCR, Sections 6842 through 6852.

1.10 Clean Claim - A claim that can be processed without obtaining additional information from the provider of the service or from a third party.

1.11 Community Supports - Substitute services or settings to those required under the California Medicaid State Plan that PARTNERSHIP may select and offer to their Members pursuant to 42 CFR section 438.3(e)(2) when the substitute service or setting is medically appropriate and more cost-effective than the service or setting listed in the California Medicaid State Plan.

1.12 Contract Year - Twelve (12) month period following the effective date of this Agreement between Provider and PARTNERSHIP and each subsequent twelve (12) month period following the anniversary of the Agreement.

1.13 County Organized Health System (COHS) - A plan serving either a single or multiple county area formed pursuant to California Welfare and Institutions Code Section 14087.54.

1.14 Covered Services - Those health care services set forth in Welfare and Institutions Code Section 14000 et seq. and 14131 et. seq. Title 22, CCR, Division 3, Subdivision 1, Chapter 3, beginning with Sections 51301; and Title 17, CCR, Chapter 4, Subchapter 13, Article 4, beginning with Section 6800. Covered Services include ECM Services.

1.15 DHCS - The State of California Department of Health Care Services.

1.16 Downstream Subcontractor - An individual or an entity that has a Downstream Subcontractor Agreement with a Subcontractor or a Downstream Subcontractor. A Network Provider is not a Downstream Subcontractor solely because it enters into a Network Provider Agreement.

1.17 Downstream Subcontractor Agreement - A written agreement between a Subcontractor and a Downstream Subcontractor or between any Downstream Subcontractors. The Downstream Subcontractor Agreement must include a delegation of PARTNERSHIP's and Subcontractor's duties and obligations under the Medi-Cal Contract.

1.18 Emergency Medical Condition - A medical condition which is manifested by acute symptoms of sufficient severity, including severe pain, such that the absence of immediate medical attention could reasonably expect to result in one or more of the following: a) placing the health of the individual in serious jeopardy; b) serious impairment to bodily functions; c) serious dysfunction of any bodily organ or part, or d) death.

1.19 Emergency Services - Those inpatient and outpatient Covered Services by a qualified provider and needed to evaluate or stabilize an Emergency Medical Condition as defined in 42 CFR section 438.114 and Health & Safety Code section 1317.1(a)(1).

1.20 Enhanced Care Management ("ECM") - The whole-person, interdisciplinary approach to care that addresses the clinical and non-clinical needs of high-cost and/or high-need Members who meet ECM Populations of Focus eligibility criteria, through systematic coordination of services and comprehensive care management that is community-based, interdisciplinary, high-touch, and person-centered. ECM is a Medi-Cal benefit.

1.21 ECM Lead Care Manager - A Member's designated ECM care manager who works for the ECM Provider organization or as staff of PARTNERSHIP, and is responsible for coordinating all aspects of ECM and any Community Supports as a part of the Member's multi-disciplinary care team, which may include other care managers.

1.22 ECM Provider - A provider of ECM. ECM Providers are community-based entities with experience and expertise providing intensive, in-person care management services to Members in one (1) or more of the Populations of Focus for ECM. ECM Providers may include, but are not limited to, the following entities: (i) counties; (ii) county behavioral health providers; (iii) Primary Care Providers, Specialist, or physician groups; (iv) Federally Qualified Health Centers; (v) Community Health Centers; (vi) Community-based organizations; (vii) hospitals or hospital-based physician groups or clinics (including public hospitals and district and/or municipal public hospitals); (viii) Rural Health Clinics and/or Indian Health Services Programs; (ix) local health departments; (x) behavioral

health entities; (xi) community mental health centers; (xii) substance use disorder treatment providers; (xiii) organizations serving individuals experiencing homelessness; (xiv) organizations serving justice involved individuals; (xv) CCS providers; and (xvi) other qualified providers or entities not listed above, as approved by DHCS.

1.23 ECM Services or Services - The services which include, but are not limited to: (i) Outreach and Engagement of Members into ECM; (ii) Comprehensive Assessment and Care Management Plan; (iii) Enhanced Coordination of Care; (iv) Health Promotion; (v) Comprehensive Transitional Care; (vi) Member and Family Supports; and (vii) Coordination of and Referral to Community and Social Support Services, as described in Section 3 below.

1.24 ECM Populations of Focus or Populations of Focus - Members belonging to the following populations: (i) Adult Populations of Focus: Members over the age of 21 who are: (a) experiencing homelessness; (b) high utilizers, (c) Serious Mental Illness ("SMI") or Substance Use Disorder (SUD); (d) transitioning from incarceration; (e) individuals at risk for institutionalization who are eligible for long-term care services; and (f) nursing facility residents transitioning to the community (ii) Children/Youth Populations of Focus: Members up to age 21 who are: (a) experiencing homelessness; (b) high utilizers; (c) experiencing Serious Emotional Disturbance (SED) or identified to be at Clinical High Risk (CHR) for psychosis or experiencing a first episode of psychosis; (d) are enrolled in California Children's Services (CCS)/CCS Whole Child Model (WCM) with additional needs beyond the CCS qualifying condition; (e) involved in, or with a history of involvement in, child welfare (including individuals enrolled in foster and ages 26 and under); or (f) transitioning from incarceration.

1.25 Encounter Data - The information that describes health care interactions between Members and health care providers relating to the receipt of any item(s) or service(s) by a Member under this Agreement and subject to the standards of 42 CFR sections 438.242 and 438.818.

1.26 Encounter Form - Form submitted electronically to PARTNERSHIP in a HIPAA compliant 837 format to report the ECM Services provided to Medi-Cal Members.

1.27 Enrollment - The process by which a Medi-Cal Beneficiary selects or is assigned to PARTNERSHIP by DHCS.

1.28 Fee-For-Service Payment (FFS) - (1) The maximum Fee-For-Service rate determined by DHCS for services provided under the Medi-Cal Program; or (2) the rate agreed to by PARTNERSHIP and Provider. All Services that are Non Capitated Services or authorized by PARTNERSHIP pursuant to this Agreement will be compensated by PARTNERSHIP at the lowest allowable Fee-For-Service rate unless otherwise identified in Section 4 of this Agreement.

1.29 Fraud, Waste, and Abuse - The intentional deception or misrepresentation made by persons, including, but not limited to, Provider, with the knowledge that such deception could result in some unauthorized benefit to themselves or some other person or entity. It also means practices that are inconsistent with sound fiscal and business practices or medical standards and result in an unnecessary cost to the Medi-Cal program or other

Benefit Plans, or in payment for services that are not Medically Necessary or that fail to meet professionally recognized standards for health care. Fraud, Waste, and Abuse includes any act that constitutes fraud under applicable federal or state law including 42 CFR § 455.2 and Welfare & Institutions Code section 14043.1(i), and the overutilization or inappropriate utilization of services and misuse of resources.

1.30 Fiscal Year of Partnership HealthPlan of California - The twelve (12) month period starting each July 1.

1.31 Governmental Agencies - The Department of Managed Health Care ("DMHC"), Department of Health Care Services ("DHCS"), United States Department of Health and Human Services ("DHHS"), United States Department of Justice ("DOJ"), and California Attorney General - Division of Medi-Cal Fraud and Elder Abuse ("DMFEA"), and any other agency which has jurisdiction over PARTNERSHIP or Medi-Cal (Medicaid) or Provider or Provider Group.

1.32 Health Equity - The reduction or elimination of health disparities, health inequities, or other disparities in health that adversely affect vulnerable populations.

1.33 Hospital - Any acute, general care or psychiatric hospital licensed by the DHCS and contracted with PARTNERSHIP.

1.34 Identification Card - The card that is prepared by PARTNERSHIP which bears the name and symbol of PARTNERSHIP and contains: a) Member name and identification number, b) Member's PCP, and c) other identifying data. The card is not proof of Member eligibility with PARTNERSHIP or proof of Medi-Cal eligibility.

1.35 Medical Director - The Medical Director of PARTNERSHIP, or his/her designee, a physician licensed to practice medicine in the State of California employed by PARTNERSHIP to monitor the quality assurance and implement Quality Improvement Activities of PARTNERSHIP.

1.36 Medi-Cal Managed Care Program - The program that PARTNERSHIP operates under its Medi-Cal Contract with the DHCS.

1.37 Medi-Cal Provider Manual - The Medical Services Provider Manual issued by DHCS.

1.38 Medically Necessary or Medical Necessity - Reasonable and necessary services to protect life, to prevent significant illness or significant disability, or to alleviate severe pain through the diagnosis treatment of disease, illness, or injury, as required under W&I Code Section 14059.5(a) and Title 22, CCR Section 51303(a). Medically Necessary services must include services necessary to achieve age-appropriate growth and development and attain, maintain, or regain functional capacity. When determining the Medical Necessity for a Member who is under the age of twenty-one (21), a service is Medically Necessary if it meets the EPSDT standard of Medical Necessity set forth in 42 USC Section 1396d(r)(5), as required by W&I Code sections 14059.5(b) and 14132(v). Without limitation, Medically Necessary services for Members less than 21 years of age include all services necessary to achieve or maintain age-appropriate growth and development, attain, regain or maintain functional capacity, or improve, support, or maintain the Member's current health

condition.

1.39 Medicare – The federal health insurance program defined in Title XVIII of the Federal Social Security Act and regulations promulgated thereunder.

1.40 Member Handbook - The PARTNERSHIP Medi-Cal Combined Evidence of Coverage and Disclosure Form that sets forth the benefits to which a Medi-Cal Member is entitled under the Medi-Cal Managed Care Program, the limitations and exclusions to which the Medi-Cal Member is subject and terms of the relationship and agreement between PARTNERSHIP and the Medi-Cal Member.

1.41 Minor Consent Services - Covered Services of a sensitive nature that minor Members do not need parental consent to access, including, but not limited to, the following situations: a) sexual assault, including rape; b) drug or alcohol abuse for minors twelve (12) years or older; c) pregnancy; d) family planning; e) sexually transmitted diseases for minors twelve (12) years or older; f) diagnosis or treatment of infectious, contagious, or communicable diseases in minors twelve (12) years of age or older if the disease or condition is one that is required by law or regulation adopted pursuant to law to be reported to the local health officer; and g) outpatient mental health care for minors twelve (12) years of age or older who are mature enough to participate intelligently in their health care pursuant to Family Code section 6924 and where either (1) there is a danger of serious physical or mental harm to the minor or others or (2) the minors are the alleged victims of incest or child abuse.

1.42 Model of Care ("MOC") – The PARTNERSHIP framework for providing ECM, including its Policies and Procedures for partnering with ECM Providers and Community Supports Providers, as approved by DHCS.

1.43 Non-Physician Medical Practitioner - A physician assistant, nurse practitioner, or certified mid wife authorized to provide primary care under physician supervision.

1.44 Participating Provider - Any health professional or institution contracted with PARTNERSHIP that meets all applicable the Standards for Participation in the State Medi-Cal Program to render services to Medi-Cal Members.

1.45 Per Enrollee Per Month (PEPM) – A Fee-for-Service rate paid to Provider for Members who are in ECM Populations of Focus and authorized for ECM Services.

1.46 Population Needs Assessment - PARTNERSHIP's process for: a) identifying Member health needs and health disparities; b) evaluating health education, cultural & linguistic, delivery system transformation and quality improvement activities and other available resources to address identified health concerns; and 3) implementing targeted strategies for health education, cultural & linguistic, and quality improvement programs and services.

1.47 Program Data – Data that includes but is not limited to: grievance data, appeals data, medical exemption request denial reports and other continuity of care data, out-of-network request data, and PCP assignment data as of the last calendar day of the reporting month.

1.48 Primary Care Provider ("PCP") - A Provider responsible for supervising, coordinating, and

providing initial and primary care to Members, for initiating referrals, for maintaining the continuity of Member care, and for serving as the Medical Home for Members. The PCP is a general practitioner, internist, pediatrician, family practitioner, non-physician medical practitioner, or obstetrician-gynecologists (OB-GYN). For SPD Members, a PCP may also be a Specialist or clinic.

1.49 Program Data - Data that includes but is not limited to: grievance data, appeals data, medical exemption request denial reports and other continuity of care data, out-of-network request data, and PCP assignment data as of the last calendar day of the reporting month.

1.50 Provider Data - Information concerning Provider or Provider Group, including, but not limited to, information about the contractual relationship between Provider or Provider Group, Subcontractors, and Downstream Subcontractors; information regarding the facilities where Services are rendered; and information about the area(s) of specialization of Physician and Physician Group, Subcontractors, and Downstream Subcontractors, as applicable.

1.51 Provider Manual - The Manual of Operational Policies and Procedures for PARTNERSHIP Medi-Cal Managed Care Program.

1.52 Quality Improvement and Health Equity Committee ("QIHEC") - committee facilitated by PARTNERSHIP's Medical Director, or the Medical Director's designee, in collaboration with the Health Equity officer, to meet at least quarterly to direct all QIHETP findings and required actions.

1.53 Quality Improvement and Health Equity Transformation Program ("QIHETP") - The systematic and continuous activities to monitor, evaluate, and improve upon the Health Equity and health care delivered to Members in accordance with the standards set forth in applicable laws, regulations, and the Medi-Cal Contract.

1.56 Senior and Person with Disability (SPD) Member - A Member who falls under a specific SPD aid code as defined by DHCS._

1.57 Sensitive Services - Covered Services related to mental or behavioral health, sexual and reproductive health, sexually transmitted infections, substance use disorder, gender affirming care, and intimate partner violence, and includes Covered Services described in Sections 6924, 6925, 6926, 6927, 6928, 6929, and 6930 of the Family Code, and Sections 121020 and 124260 of the Health and Safety Code, obtained by a Member with the capacity to legally consent to the specific Covered Service.

1.58 Subcontractor – An individual or entity that has a subcontractor agreement with PARTNERSHIP that relates directly or indirectly to the performance of PARTNERSHIP's obligations under the Medi-Cal Contract.

1.59 Social Drivers of Health (SDOH) - The environments in which people are born, live, learn, work, play, worship, and age that affect a wide range of health functioning, and quality-of-life outcomes and risk.

1.60 Specialist Physician or Specialist - A physician who has completed advanced education

and clinical training in a specific area of medicine or surgery. Specialists include, but are not limited to, those specialists listed in Welfare & Institutions Code Section 14197. A Specialist has entered into an agreement with PARTNERSHIP and who is licensed to provide medical care by the Medical Board of California, and is enrolled in the State Medi-Cal Program.

1.61 Template Data - Data reports submitted to DHCS by PARTNERSHIP, which includes, but is not limited to, data of Member populations, health care benefit categories, or program initiatives.

1.62 Treatment Authorization Request ("TAR") - The Treatment Authorization Request form approved by PARTNERSHIP for the provision of Non-Emergency Services. Those Non-Emergency Services that require a Treatment Authorization Request form approved by PARTNERSHIP are set forth in the Provider Manual. Certain FFS procedures and services that are subject to authorization by Medi-Cal field offices before reimbursement can be approved.

1.63 Urgent Care Services – Those Covered Services required to prevent serious deterioration of health following the onset of an unforeseen condition or injury.

1.64 Utilization Management Program - The program(s) approved by PARTNERSHIP, which are designed to review and monitor the utilization of Covered Services, including the evaluation of the Medical Necessity, appropriateness, and efficiency of the use of health care services, procedures, and facilities. Such program(s) are set forth in PARTNERSHIP's Provider Manual.

1.65 ECM Quality Improvement Program (ECM QIP) – Systematic activities to monitor and evaluate the clinical and non-clinical services provided to Medi-Cal Members according to the standards set forth in statute, regulations, and PARTNERSHIP Agreement with DHCS. The ECM QIP consists of processes, which measure the effectiveness of care, identifies problems, and implements improvement on a continuing basis towards an identified, target outcome measurement.

1.66 Working Days - means Monday through Friday, except for state holidays as identified at the California Department of Human Resources State Holidays website.

SECTION 2
QUALIFICATIONS, OBLIGATIONS AND COVENANTS

2.1 Provider is responsible for:

2.1.1 Standards of Care – Provider shall provide ECM Services for PARTNERSHIP Members that are within Provider's professional competence, with the same standards of care, skill, diligence and in the same economic and efficient manner as are generally accepted practices and standards prevailing in the professional community.

2.1.2 Medi-Cal Enrollment - If a State-level enrollment pathway exists, Provider shall be enrolled as a Medi-Cal provider, pursuant to relevant DHCS All Plan Letters (APLs), including Provider Credentialing/Recredentialing and Screening/Enrollment APL 19-004 and any subsequent APLs. If APL 19-004 does not apply to Provider, Provider must comply with PARTNERSHIP's process for vetting Provider, which may extend to individuals employed by or delivering services on behalf of Provider, to ensure it can meet the capabilities and standards required to be an ECM Provider.

a. Provider will notify PARTNERSHIP immediately if Provider is referred for suspension or termination, or actually identified as suspended, excluded, or terminated from participation in the Medicare or Medi-Cal/Medicaid programs.

2.1.3 Participation Requirements

a. Provider shall be experienced in serving the ECM Population(s) of Focus Provider will serve.

b. Provider shall have experience and expertise with the ECM Services Provider will provide.

c. Provider shall comply with all state and federal laws and regulations, all ECM program requirements in the Medi-Cal Contract, APLs (including but not limited to the requirements regarding the use of a care management documentation system), Policy Letters (PLs), the State Plan, the ECM Policy Guide, and the Medi-Cal Provider Manual.

d. Provider shall have the capacity to provide culturally appropriate and timely in-person care management activities..

e. Provider shall be able to communicate in culturally and linguistically appropriate and accessible ways, in accordance with Exhibit A, Attachment III, Provision 5.2.11.C: Cultural and Linguistic Programs and Committees, of the Medi-Cal Contract.

f. Provider shall have formal agreements and processes in place to engage and cooperate with area hospitals, primary care practices, behavioral health providers, specialists, and other entities, such as Community Support Providers, to coordinate care as appropriate to each Member.

g. Provider shall use a care management documentation system or process that supports the documentation and integration of physical, behavioral, social service and administrative data and information from other entities to support the management and maintenance of a Care Management Plan that can be shared with other providers and organizations involved in each Member's care. Care management documentation systems may include Certified Electronic Health Record Technology, or other documentation tools that can: document Member goals and goal attainment status; develop

and assign care team tasks; define and support Member care coordination and care management needs; gather information from other sources to identify Member needs and support care team coordination and communication and support notifications regarding Member health status and transitions in care (e.g., discharges from a hospital, long-term care facility, housing status).

h. Provider shall comply with all requirements, policies, and procedures described in PARTNERSHIP's ECM Model of Care and all applicable DHCS APLs, which are incorporated by reference herein.

i. Provider must ensure accurate and up-to-date Member-level records related to the provision of ECM Services are maintained for Members authorized for ECM who are assigned to Provider.

2.1.4 ECM Services - Provider shall provide those ECM Services, as set forth in Attachment C, which are within Provider's service specialty, to Members in accordance with the terms and conditions of this Agreement and in accordance with DHCS service definitions and requirements.

2.1.5 Identification of Members for ECM – Provider is responsible for identifying Members who would benefit from ECM Services and sending requests to PARTNERSHIP, to determine if the Member is eligible for ECM, consistent with PARTNERSHIP's process for such requests, including use of the email address and dedicated phone line that PARTNERSHIP has designated for this purpose. In so identifying, Provider must consider Members' health care utilization; needs across physical, behavioral, developmental, and oral health; health risks and needs due to Social Drivers of Health; and Long-Term Services and Support ("LTSS") needs.

2.1.6 Member Assignment

a. Provider shall immediately accept all Members assigned by PARTNERSHIP for ECM, with the exception that Provider shall be permitted to decline a Member assignment if Provider is at its pre-determined capacity, as agreed upon between the Parties. Provider shall immediately notify PARTNERSHIP if it does not have the capacity to accept a Member assignment.

b. Upon initiation of ECM, Provider shall ensure each Member assigned has an ECM Lead Care Manager who interacts directly with the Member and/or their family member(s), legal guardian(s), Authorized Representatives, caregivers, and other authorized support persons as appropriate, The assigned ECM Lead Care Manager is responsible for engaging with a multi-disciplinary care team to identify any gaps in the Member's care and, at a minimum, ensure effective coordination of all physical health care, behavioral, developmental, oral health, LTSS, Community Supports, and other services that address Social Drivers of Health needs, regardless of setting.

c. Provider shall advise the Member on the process for changing ECM

Providers, which is permitted at any time.

i. Provider shall advise the Member on the process for switching ECM Providers, if requested.

ii. Provider shall notify PARTNERSHIP within five (5) Working Days if the Member wishes to change ECM Providers.

iii. PARTNERSHIP must implement any requested ECM Provider change within thirty (30) days.

d. Provider acknowledges that PARTNERSHIP shall have the right to immediately withdraw Members from assignment to Provider or any of its Subcontractors in the event the health or safety of Members is jeopardized by the actions of Provider or such Subcontractor or by reason of Provider's or such Subcontractor's failure to provide Services in accordance with PARTNERSHIP's Quality Improvement and Utilization Management Programs ("QI/UM") Program.

2.1.7 Provider Outreach and Member Engagement - Provider shall be responsible for conducting outreach to each assigned Member and engaging each assigned Member into ECM, in accordance with PARTNERSHIP's policies and procedures.

a. Provider shall prioritize outreach to those Members with the highest level of risk and need for ECM.

b. Provider shall conduct outreach primarily through in-person interaction where Members and/or their family member(s), guardian, caregiver, and/or authorized support person(s) live, seek care, or prefer to access services in their community. Provider shall focus on building relationships with Members. Provider may supplement in-person visits with secure teleconferencing and telehealth, where appropriate and with consent of the Member.

c. Provider shall use the following modalities, as appropriate and as authorized by the Member, if in-person modalities are unsuccessful or to reflect a Member's stated contact preferences:

i. Mail
ii. Email
iii. Texts
iv. Telephone calls
v. Telehealth

2.1.8 Accessibility and Hours of Service – Provider shall provide ECM Services to Medi-Cal Members on a readily available and accessible basis in accordance with Applicable Requirements including, but not limited to 42 CFR section 438.206, Welfare & Institutions Code section 14197, 28 CCR section 1300.67.2.2, the Medi-Cal Contract, and PARTNERSHIP's timely access policies and procedures as set forth in PARTNERSHIP's Provider Manual. ECM Services shall be provided

during normal business hours at Provider's usual place of business.

2.1.9 Initiating Delivery of ECM - Provider shall obtain, document, and manage Member authorization for the sharing of Personally Identifiable Information between PARTNERSHIP and ECM Providers, Community Supports Providers, and other providers involved in the provision of Member care to the extent required by federal law.

a. Member authorization for ECM-related data sharing is not required for Provider to initiate delivery of ECM, unless such authorization is required by federal law.

b. When required by law, Provider must obtain Member's authorization to share information with PARTNERSHIP and all others involved in the Member's care to maximize the benefits of ECM, and Provider must provide PARTNERSHIP with Member-level records of any obtained authorizations for ECM-related data sharing as required by federal law and to facilitate ongoing data sharing with PARTNERSHIP.

2.1.10 Disclosure Statement – Provider agrees to provide PARTNERSHIP with the disclosure statement set forth in 22 CCR 51000.35, included in Attachment A, prior to commencing services under this Agreement. Provider shall provide, as applicable, the ownership disclosure statement(s), the business transactions disclosure statement(s), the convicted offenses disclosure statement(s), and the exclusion from state or federal health programs disclosure statement(s), prior to the Effective Date, on an annual basis, upon any change in information, and upon request, if required by law or by the Medi-Cal Contract. Legal requirements include, but are not limited to, Title 22 CCR Section 51000.35, 42 USC Sections 1320 a-3 (3) and 1320 a-5 et seq., and 42 CFR Sections 455.104, 455.105 and 455.106. Provider shall also provide, as applicable, the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" and shall comply with its instructions, if required by law or by the Medi-Cal Contract. Such Debarment Certification and its instructions are set forth in the Provider Manual.

2.1.11 Quality and Oversight – Provider acknowledges PARTNERSHIP will conduct oversight of its delivery of ECM to ensure the quality of ECM rendered and ongoing compliance with program requirements, and all legal and contractual obligations both PARTNERSHIP and Provider have, including, but not limited to, required reporting, audits, and corrective actions, among other oversight activities.

a. Provider shall respond to all PARTNERSHIP requests for information and documentation to permit ongoing monitoring of ECM.

b. Provider shall be responsible for the same reporting requirements as those PARTNERSHIP must report to DHCS, including Encounter Data (using national standard specifications and code sets to be defined by DHCS) and other supplemental reporting, as applicable.

c. Failure of Provider to follow PARTNERSHIP's Policies and Procedures, reporting requirements, sub contractual requirements, or ECM program

requirements, may result, at PARTNERSHIP's option, in a corrective action plan or any sanctions incorporated in the PARTNERSHIP Provider Manual.

2.1.12 Credentialing – If applicable to Provider's provider type, Provider agrees to provide PARTNERSHIP with a completed credentialing form, will use best efforts to notify PARTNERSHIP in advance of any change in such information, and will successfully complete a facility site review, in accordance with DHCS APL 22-017, 22 CCR section 53856, and the Medi-Cal Contract, Exhibit A, Attachment III, Provision 5.2.14 (*Site Review*), if deemed necessary by PARTNERSHIP in accordance with the Medi-Cal Contract.

Actions Against Provider - Provider will adhere to the requirements as set forth in PARTNERSHIP's Provider Manual and notify PARTNERSHIP by certified mail within five (5) days of Provider learning of any action taken which results in restrictions on Provider staff privileges, membership, employment for a medical disciplinary cause or reason as defined in the California Business & Professions Code, Section 805, regardless of the duration of the restriction or exclusion from participating in the Medi-Cal Program in accordance with the Standards of Participation.

Financial and Accounting Records – Provider shall maintain, in accordance with standard and accepted accounting practices, financial and accounting records relating to Services provided or paid for hereunder as will be necessary and appropriate for the proper administration of this Agreement, the Services to be rendered, and payments to be made hereunder or in connection herewith.

Reports – Provider agrees to submit reports as required by PARTNERSHIP and/or relevant Governmental Agencies, including, but not limited to, DHCS. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6.A.6, and Title 22, CCR Sections 53250(c)(5) and 53867).

2.1.13 Compliance with Member Handbook - Provider acknowledges that Provider is not authorized to make nor will Provider make any variances, alterations, or exceptions to the terms and conditions of the Member Handbook.

2.1.14 Promotional Materials - Provider consents to be identified as a Participating Provider in written materials published by PARTNERSHIP, including, without limitation, marketing materials prepared and distributed by PARTNERSHIP and, display promotional materials provided by PARTNERSHIP within his/her office.

2.1.15 Compliance with PARTNERSHIP Policies and Procedures - Provider agrees to comply with all policies and procedures set forth in the PARTNERSHIP Provider Manual. The Provider Manual is available through PARTNERSHIP website at www.Partnershiphp.org. PARTNERSHIP may modify the Provider Manual from time to time. In the event the provisions of the Provider Manual are inconsistent with the terms of this Agreement, the terms of this Agreement shall prevail.

2.1.16 Cultural and Linguistic Services – Provider shall provide Services to Members in a culturally, ethnically and linguistically appropriate manner. Provider shall comply

with PARTNERSHIP's language assistance program standards developed under California Health and Safety Code Section 1367.01 and Title 28 CCR Section 1300.67.04 and shall cooperate with PARTNERSHIP by providing any information necessary to assess compliance. PARTNERSHIP shall retain ongoing administrative and financial responsibility for implementing and operating the language assistance program. Provider has 24 (twenty-four) hours, 7 (seven) days a week access to telephonic interpretive services outlined in policies and procedures as set forth in PARTNERSHIP Provider Manual. Provider shall ensure that its cultural and Health Equity linguistic services programs align with PARTNERSHIP's Population Needs Assessment. Provider agrees to provide cultural competency, Health Equity, sensitivity, and diversity training to its workforce, including employees and staff at key points of contact with Members, on an annual basis, in accordance with the Medi-Cal Contract, Exhibit A, Attachment III, Provision 5.2.11, Subsection C (*Diversity, Equity and Inclusion Training*).

2.1.17 Provider Locations and Services – This Agreement will apply to Services provided by the Provider for any location set forth in this Agreement. Upon execution of this Agreement, if the Provider renders Services at a location not listed in this Agreement, Provider understands that any new site(s) not listed in the Agreement may be added upon notice to PARTNERSHIP of new site(s), verification of new site's Medi-Cal enrollment, and successful completion of PARTNERSHIP's Credentialing requirements, if applicable. Further, any new site(s) added to this Agreement will be subject to the same reimbursement rates set forth in the Agreement.

a. In the event the Provider begins providing Services under another Tax Identification Number(s) and/or billing NPI that is not currently contracted with PARTNERSHIP, upon written agreement of the Parties, that new Tax Identification Number(s) and /or billing NPI will become subject to the Agreement.

b. In the event the Provider acquires or is acquired by, merges with or otherwise becomes affiliated with another Participating Provider that is currently contracted with PARTNERSHIP, this Agreement, and the current agreement between PARTNERSHIP and the other Participating Provider will each remain in effect and will continue to apply to each separate entity as they did prior to acquisition, merger or affiliation unless otherwise agreed to in writing by the parties.

c. Any assignment of this Agreement is subject to Section 10.

2.2 PARTNERSHIP is responsible for:

2.2.1 Member Assignment – PARTNERSHIP shall communicate new Member assignments to Provider as soon as possible, but in any event no later than ten (10) Working Days after ECM authorization.

a. PARTNERSHIP shall follow Member's preferences for a specific ECM

Provider, if known, to the extent practicable.

b. If the Member's assigned PCP is a contracted ECM Provider, PARTNERSHIP shall assign the Member to the PCP as the ECM Provider unless the Member has expressed a different preference or PARTNERSHIP identifies a more appropriate ECM Provider given the Member's individual needs and health conditions.

c. If a Member's receives services from a Mental Health Plan for SED,SUD, and/or SMI, and the Member's behavioral health provider is a contracted

ECM Provider, PARTNERSHIP shall assign the Member to that behavioral health provider as the ECM Provider unless the Member indicates otherwise or PARTNERSHIP identifies a more appropriate ECM Provider given the Member's individual needs and health conditions.

d. For Members enrolled in CCS and when the Member's CCS Case Manager is affiliated with a contracted ECM Provider, PARTNERSHIP shall assign that Member to the CCS Case Manager as the ECM Provider, unless the Member or family has indicated otherwise or PARTNERSHIP identifies a more appropriate ECM Provider given the Member's individual needs and health conditions.

e. PARTNERSHIP shall notify the Member's PCP if different from the ECM Provider, of the assignment to the ECM Provider within ten (10) business days of the date of the assignment.

f. PARTNERSHIP shall document the Member's ECM Lead Care Manager in its system of record.

g. PARTNERSHIP shall permit Members to change ECM Providers at any time and implement any requested ECM Provider change within thirty (30) days.

2.2.2 Payment for Authorized Service Only - PARTNERSHIP will reimburse Provider for Services that are Medically Necessary, and if required, properly authorized by PARTNERSHIP Medical Director (or his/her designee).

2.2.3 ECM Program

a. PARTNERSHIP shall inform Members about ECM and how to access it.

b. PARTNERSHIP shall manage and respond promptly to requests for ECM directly from Members and on behalf of Members from ECM Providers, other providers and community entities, and the Member's guardian or Authorized Representative ("AR"), where applicable.

c. PARTNERSHIP shall be responsible for Authorizing ECM for Members, whether they are identified by PARTNERSHIP or if the Member or a family member, AR, guardian, caregiver, authorized support person or external entity requests that the Member receives ECM. ECM Authorization or a decision not to Authorize occurs as soon as possible and in accordance with applicable law

and the Provider Manual.

d. PARTNERSHIP shall be responsible for assigning all Members authorized to receive ECM to an appropriate ECM Provider.

e. PARTNERSHIP shall develop and disseminate Member-facing written materials about ECM for use by Provider. This material shall:

i. Explain ECM and how a Member may request it.

ii. Explain that ECM participation is voluntary and can be discontinued at anytime.

iii. Explain that the Member must authorize ECM-related data sharing.

iv. Describe the process by which the Member may choose a different ECM Lead Care Manager or ECM Provider; and

v. Meet the standards for culturally and linguistically appropriate communication outlined in Exhibit A, Attachment III, Subsection 5.2.11.C (*Cultural and Linguistic Programs and Committees*) and in Exhibit A, Attachment III, Subsection 5.1.3 (*Member Information*) of the Medi-Cal Contract.

f. PARTNERSHIP shall ensure accurate and up-to-date Member-level records are maintained for the Members authorized for ECM.

g. PARTNERSHIP shall notify Provider when ECM has been discontinued.

h. PARTNERSHIP shall notify the Member of the discontinuation of the ECM benefit and ensure the Member is informed of their right to appeal and the appeals process by way of the Notice of Action process as described in Exhibit A, Attachment III, Subsection 5.1.5 (*Notices of Action for Denial, Deferral, or Modification of Prior Authorization Requests*) and Exhibit A, Attachment III, Section 4.6 (*Member Grievance and Appeal* System) of the Medi-Cal Contract and APL 17-006.

2.2.4 Data Sharing – PARTNERSHIP shall follow DHCS guidance on data sharing and provide to Provider the following data at the time of assignment and periodically thereafter:

a. Member assignment files, defined as a list of Members authorized for ECM and assigned to Provider;
b. Encounter Data and claims data (using national standard specifications and code sets to be defined by DHCS);
c. Physical, behavioral, administrative, and SDOH data (e.g., Homeless Management Information System (HMIS data)) for all Members assigned to Provider; and
d. Reports of performance on quality measures and metrics, as requested.

2.2.5 Data System Requirements and Data Sharing to Support ECM - PARTNERSHIP shall have an IT infrastructure and data analytic capabilities to support ECM, including the capabilities to:

a. Consume and use claims and Encounter Data, as well as other data types used to identify Populations of Focus and those listed in listed in Exhibit A, Attachment III, Section 4.4.6 (*Member Identification for ECM*);

b. Assign Members to ECM Providers;

c. Keep records of all Members receiving ECM authorizations necessary for sharing personally identifiable information between PARTNERSHIP and ECM Provider and other Providers, among ECM Providers and family member(s) and/or support person(s), whether obtained by ECM Provider or by PARTNERSHIP;

d. Securely share data with ECM Providers and other providers in support of ECM;

e. Receive, process, and send Encounter Data (using national standard specifications and code sets to be defined by DHCS) from ECM Providers to DHCS;

f. Receive and process supplemental reports from ECM Providers;

g. Send ECM supplemental reports to DHCS; and

h. Open, track, and manage referrals to Community Supports Providers.

2.2.6 Encounter Data, Provider Data, Program Data, Template Data Reporting - Provider agrees to provide, complete, accurate, reasonable, and timely Encounter Data, Provider Data, Program Data, and Template Data, and any other reports or data as needed by PARTNERSHIP, in order for PARTNERSHIP to meet its data reporting requirements to DHCS. Provider agrees to comply with the requirements set forth in Exhibit A, Attachment III, Section 2.1.2 (*Encounter Data Reporting*), Section 2.1.4 (*Network Provider Data Reporting*), Section 2.1.5 (*Program Data Reporting*), and Section 2.1.6 (*Template Data Reporting*) of the Medi-Cal Contract.

2.2.7 Defined Standards – PARTNERSHIP shall use defined federal and State standards, specifications, code sets, and terminologies when sharing physical, behavioral, social, and administrative data with Provider and with DHCS, to the extent practicable.

2.3 Member Eligibility - Provider will verify Medi-Cal Member eligibility with PARTNERSHIP prior to admission for inpatient services at assigned HOSPITAL and prior to rendering Services. Prior Authorization from PARTNERSHIP is not a guarantee of Medi-Cal Member eligibility with PARTNERSHIP or eligibility in the State Medi-Cal Program.

2.3.1 The notification will be provided via telephone, facsimile, mail or electronic media,

listing all pertinent data regarding the eligibility of Medi-Cal Members who have chosen or have been assigned to Provider. Such data will be updated on or about the twenty-fifth (25th) of the each month.

2.3.2 PARTNERSHIP will maintain (or arrange to have maintained) records and establish and adhere to procedures as will reasonably be required to accurately ascertain the number and identity of Medi-Cal Members.

Adequate Network or Staff – Provider must maintain adequate networks and staff to ensure that it has sufficient capacity to provide and coordinate care for ECM Services in accordance with 22 CCR section 53853, Welfare & Institutions Code section 14197, 28 CCR section 1300.67.2.2 and all requirements in the Medi-Cal Contract.

2.4 Member Emergency Preparedness Plan - For purposes of this Section, "Emergency" means unforeseen circumstances that require immediate action or assistance to alleviate or prevent harm or damage caused by public health crises, natural and man-made hazards, or disasters.

2.4.1 Provider shall annually submit evidence of adherence to CMS Emergency Preparedness Final Rule 81 FR 63859 to PARTNERSHIP.

2.4.2 Provider shall advise PARTNERSHIP as part of the Emergency Plan; and

2.4.3 Provider shall notify PARTNERSHIP within 24 hours of an Emergency if Provider closes down, is unable to meet the demands of a medical surge, or is otherwise affected by an Emergency.

SECTION 3
SCOPE OF SERVICES TO BE PROVIDED

3.1 Management of Care - The Parties acknowledge and agree that this Agreement specifies the ECM Services to be ordered, referred, or rendered by Provider. *(Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6.A.1 and Title 22, CCR, Sections 53250(c)(1) and 53867).*

3.2 ECM Requirements

3.2.1 Provider must take a whole-person approach to offering ECM, ensuring that ECM addresses the clinical and non-clinical needs of high-cost and high-need Members in distinct Populations of Focus, through systematic coordination of services and comprehensive care management. Provider shall ensure the ECM approach is community-based, interdisciplinary, high-touch and person-centered.

a. Provider shall maintain and make available to DHCS, upon request, copies of all contracts it enters into related to ordering, referring, or rendering ECM Services under this Agreement, and will ensure that all such contracts are in writing. If Provider subcontracts with other entities to administer ECM functions, Provider shall ensure agreements with such subcontractors for the provision of ECM bind the subcontractors to the terms and conditions that are enumerated in this Agreement, and that its subcontractors comply with all

requirements in this Agreement and the Medi-Cal Contract, including the ECM Provisions. Such subcontracts are subject to the approval of PARTNERSHIP and Regulatory Agencies, if required by Applicable Requirements.

3.2.2 Provider shall:

a. Ensure each Member receiving ECM has a Lead Care Manager with responsibility for interacting directly with the Member and the Member's family, legal guardians, authorized representatives, caregivers, and other authorized support persons, as appropriate;

b. The assigned ECM Lead Care Manager is responsible for engaging with a multi-disciplinary care team to identify any gaps in the Member's care and, at a minimum, ensure effective coordination of all physical health care, behavioral, developmental, oral health, LTSS, Community Supports, and other services to address Social Drivers of Health, regardless of setting;

c. Coordinate across all sources of care management in the event that a Member is receiving care management from multiple sources;

d. Alert PARTNERSHIP to ensure non-duplication of Services in the event that a Member is receiving care management or duplication of Services from multiple sources;

e. Follow PARTNERSHIP instruction and participate in efforts to ensure ECM and other care management services are not duplicative; and

f. Ensure accurate and up-to-date Member-level records related to the provision of ECM services are maintained for Members authorized for ECM.

Ensure that each Member automatically Authorized for ECM as a prior enrollee in a Whole Person Care ("WPC") pilot and identified by the WPC Lead Entity as belonging to an ECM Population of Focus, is assessed within six (6) months of Authorization for ECM, or other timeframes provided by DHCS in guidance for specific transitioning subpopulations, to determine the most appropriate level of services for the Member, to confirm whether ECM or a lower level of care coordination best meets the Member's needs.

3.2.3 Provider shall collaborate with area hospitals, PCPs (when not serving as the ECM Provider), behavioral health providers, specialists, dental providers, providers of services for LTSS, and other associated entities, such as Community Supports Providers, as appropriate, to coordinate Member care.

3.2.4 Provider shall participate in all mandatory, ECM Provider-focused ECM training and technical assistance provided by PARTNERSHIP, including in-person sessions, webinars, and/or calls, as necessary, in addition to participating in and completing all necessary trainings regarding the Medi-Cal Program conducted by PARTNERSHIP in accordance with the Medi-Cal Contract, Network Provider training per requirements described in Exhibit A, Attachment III, 7, Section 3.2.5

(Network Provider Training), Members' rights as required under Exhibit A, Attachment III, Section 3.2 (Provider Relations), and Advanced Directives in accordance with 42 CFR sections 422.128 and 438.3(j) set forth in and Exhibit A, Attachment III, Section 5.1.1, Subsection C.3) (Members' Right to Advance Directives) of the Medi-Cal Contract, and any other requirements set forth therein.

3.3 ECM Core Service Components - Provider shall provide all core service components of ECM to each assigned Member, in compliance with PARTNERSHIP's policies and procedures, as follows:

3.3.1 Outreach and Engagement of PLAN Members into ECM.

3.3.2 Comprehensive Assessment and Care Management Plan, which shall include, but is not limited to:

a. Engaging with each Member Authorized to receive ECM primarily through in-person contact;

i. When in-person communication is unavailable or does not meet the needs of the Member, Provider shall use alternative methods (including innovative use of telehealth) to provide culturally appropriate and accessible communication in accordance with Member choice.

b. Identify necessary clinical and non-clinical resources that may be needed to appropriately assess Member health status and gaps in care, and may be needed to inform the development of an individualized Care Management Plan;

c. Developing a comprehensive, individualized, person-centered Care Management Plan with input from the Member and their family members, legal guardians, AR, caregiver, and other authorized support persons as appropriate to assess strengths, risks, needs, goals and preferences and make recommendations for service needs;

d. Incorporating into the Member's Care Management Plan identified needs and strategies to address those needs, including, but not limited to, physical and developmental health, mental health, dementia, SUD, LTSS, oral health, palliative care, necessary community-based and social services, and housing;

e. Ensuring the Care Management Plan is reassessed at a frequency appropriate for the Member's individual progress or changes in needs and as identified in the Care Management Plan; and

f. Ensuring the Care Management Plan is reviewed, maintained, and updated under appropriate clinical oversight.

3.3.3 Enhanced Coordination of Care, which shall include, but is not limited to:

a. Organizing patient care activities, as laid out in the Care Management Plan, sharing information with those involved as a part of the Member's multi-disciplinary care team, and implementing activities identified in the Member's Care Management Plan;

b. Maintaining regular contact with all Providers that are identified as being a part of the Member's multi-disciplinary care team, whose input is necessary for successful implementation of Member goals and needs;

c. Ensuring care is continuous and integrated among all service providers and refers to and follows up with primary care, physical and developmental health, mental health, SUD treatment, LTSS, oral health, palliative care, necessary community-based and social services, including housing, as needed;

d. Providing support to engage Member in their treatment including coordination for medication review and/or reconciliation, scheduling appointments, providing appointment reminders, coordinating transportation, accompaniment to critical appointments, and identifying and helping to address other barriers to Member engagement in treatment;

e. Communicating the Member's needs and preferences timely to the Member's multi-disciplinary care team in a manner that ensures safe, appropriate, and effective person-centered care; and

f. Ensuring regular contact with the Member and their family member(s), AR, guardian, caregiver, and/or authorized support person(s), when appropriate, consistent with the Care Management Plan.

3.3.4 Health Promotion, which shall adhere to federal care coordination and continuity of care requirements (42 CFR 438.208(b)) and shall include, but is not limited to:

a. Working with Members to identify and build on successes and potential family and/or support networks;

b. Providing services to encourage and support Members to make lifestyle choices based on healthy behavior, with the goal of supporting Members' ability to successfully monitor and manage their health; and

c. Supporting the Member in strengthening skills that enable them to identify and access resources to assist them in managing their conditions and preventing other chronic conditions.

3.3.5 Comprehensive Transitional Care, which shall include, but is not limited to:

a. Developing strategies to reduce avoidable Member admissions and readmissions across all Members receiving ECM;

b. For Members who are experiencing or are likely to experience a care transition:

i. Developing and regularly updating a transition plan for the

Member;

ii. Evaluating the Member's medical care needs and coordinating any support services to facilitate safe and appropriate transitions to, from and among treatment facilities, including admissions and discharges;

iii. Tracking each Member's admission and discharge to or from an emergency department, hospital inpatient facility, skilled nursing facility, residential or treatment facility, incarceration facility, or other treatment center, and communicating with the appropriate care team members;

iv. Coordinating medication review and reconciliation; and

v. Providing adherence support and referral to appropriate services.

3.3.6 Member and Family Supports, which shall include, but are not limited to:

a. Documenting Member's designated family members, AR, guardian, caregiver, and/or authorized support persons and ensuring all appropriate authorizations are in place to ensure effective communication between Provider, ECM Providers, the Member and/or their family members, guardian, caregiver, and/or authorized support persons, and PARTNERSHIP, as applicable;

b. Ensuring all required authorizations are in place to ensure effective communication between ECM Providers, PARTNERSHIP, and the Member and their family members, AR, legal guardians, caregivers, and authorized support persons, as applicable;

c. Activities to ensure the Member and their family members, AR, guardian, caregiver, and authorized support persons are knowledgeable about the Member's conditions, with the overall goal of improving the Member's care planning and follow-up, adherence to treatment, and medication management, in accordance with all Applicable Requirements, including, but not limited to, federal, state, and local privacy and confidentiality laws;

d. Ensuring the Member's Lead Care Manager serves as the primary point of contact for the Member and their family members, AR, legal guardians, caregivers, and/or authorized support persons;

e. Identifying supports needed for the Member and their family members, AR, legal guardians, caregivers, and authorized support persons to manage the Member's condition and assist them in accessing needed support services;

f. Providing for appropriate education of the Member and their family members, AR, legal guardians, caregivers, and authorized support persons, as applicable, about care instructions for the Member; and

g. Ensuring that the Member and their family members, AR, legal guardians,

caregivers, and authorized support persons, as applicable, have a copy of the Member's Care Management Plan and information about how to request updates.

3.3.7 Coordination of and Referral to Community and Social Support Services, which shall include, but is not limited to:

a. Determining appropriate services to meet the needs of the Member, including services that address SDOH needs, such as housing, and services which maybe offered by PARTNERSHIP as Community Supports; and

b. Coordinating and referring the Member to available community resources and following up with the Member to ensure services were rendered (i.e., "closed loop referrals").

3.4 Discontinuation of ECM

3.4.1 Provider shall notify PARTNERSHIP to discontinue ECM for a Member when any of the following circumstances are met:

a. The Member has met all Care Plan goals for ECM;

b. The Member is ready to transition to a lower level of care;

c. The Member no longer wishes to receive ECM or is unresponsive or unwilling to engage; and/or

d. Provider has not been able to connect with the Member after multiple attempts.

3.5 Consultation with Medical Director - Provider may at any time seek consultation with Medical Director on any matter concerning the treatment of the Member.

3.6 Facilities, Equipment and Personnel – Provider shall provide and maintain sufficient facilities, equipment, personnel, and administrative services to perform the duties and responsibilities as set forth in this Agreement and consistent with the Medi-Cal Contact, including, but not limited to, the ECM Provisions, and any other related DHCS guidance.

3.7 Provider Notice - Provider agrees to provide at least sixty (60) days notice to PARTNERSHIP prior to the opening of any new location and ninety (90) days prior to significantly changing capacity or Services furnished by Provider or the closing of any location.

3.8 Interpreter Services and Auxiliary Aids – Provider shall comply with language assistance standards developed pursuant to H&S Code section 1367.04 and provide interpreter services and Auxiliary Aids such as Telephone Typewriters (TTY)/Telecommunication Devices for the Deaf (TDD) and American Sign Language, as necessary for Members at all facilities. As a means to fulfill this requirement, Provider will access PARTNERSHIP's Interpretive Services, as appropriate *(Medi-Cal Contract Exhibit A, Attachment III, Provision 3.1.6.A.17)*.

3.9 Nothing expressed or implied herein shall require the Provider to provide to or order on behalf of the Member, Services which, in the professional opinion of the Provider, are not Medically Necessary for the treatment of the Member's disease or disability.

3.10 Non-Discrimination

3.10.1 Provider shall comply with all laws and regulations applicable to its operations and to the provision of services hereunder. Provider shall not discriminate against Members on the basis of race, color, creed, religion, language, sex, gender, gender identity, gender expression, marital status, political affiliation, ancestry, sexual orientation, sexual preference, national origin, ethnic group identification, health status, age , physical or mental disability, medical condition (including cancer), genetic information, pregnancy, childbirth, or related medical conditions, veteran's status, income, source of payment, or identification with any other persons or groups defined in Penal Code 422.56, or status as a Member of PARTNERSHIP, or filing a complaint as a Member of PARTNERSHIP. Members may exercise their patient rights without adversely affecting how they are treated by Provider. Provider shall not condition treatment or otherwise discriminate on the basis of whether a Member has executed an advance directive. Provider shall fully comply with all Applicable Requirements that prohibit discrimination, including, but not limited to, Title I and II of the Age Discrimination Act of 1975, Section 504 of the Rehabilitation Act, of 1973, 45 C.F.R. Part 80 and 84, Title 28 CFR Part 36, Title IX of the Educational Amendments of 1973, California Government Code Sections 7405 and 11135, California Confidentiality of Medical Information Act at Civil Code Section 51 et seq., the Unruh Civil Rights Act, W&I Code section 14029.91, Title VI of the Civil Rights Act of 1964, 42 United States Code (USC) Section 2000(d), Section 1557 of the Patient Protection and Affordable Care Act, and all rules and regulations promulgated pursuant thereto. Discrimination includes, but is not limited to, denying any Member any Covered Service or availability of a facility; providing to a Member any Covered Service which is different, or is provided in a different manner or as a different time from that provided to other Members under this Agreement except where medically indicated; subjecting a Member to segregation or separate treatment in any manner related to the receipt of any Covered Service; restricting a Member in any way in the enjoyment of any advantage or privilege enjoyed by others receiving many Covered Services, treating a Member differently from others in determining whether he or she satisfied any admission, enrollment, quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any Covered Services; the assignment of times or places for the provision of services on the basis of the sex, race, color, religion, ancestry, national origin, creed, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sexual orientation, identification with any other persons or groups defined in Penal Code section 422.56, or any other protected category of the Members to be served; utilizing criteria or methods of administration which have the effect of subjecting individuals to discrimination; failing to make auxiliary aids available, or to make reasonable accommodations in policies, practices, or procedures, when necessary to avoid discrimination on the basis of disability; and failing to ensure meaningful access to programs and activities for Limited English Proficient (LEP) Members and potential Members.

3.10.2 For the purpose of this Section 3.10, genetic information includes the carrying of a gene, which may, under some circumstances, be associated with disability in that person's offspring, but which causes no adverse effects on the carrier. Such genes include, but are not limited to, Tay-Sachs trait, sickle-cell trait, Thalassemia trait, and X- linked hemophilia.

3.10.3 General Compliance – During the performance of this Agreement, Provider, its employees and agents, shall not unlawfully discriminate, deny benefits to, harass, or allow harassment against any employee or applicant for employment because of race, color, creed, religion, language, sex, gender, gender identity, gender expression, marital status, political affiliation, ancestry, sexual orientation, sexual preference, national origin, ethnic group identification, health status, age , physical or mental disability, medical condition (including cancer), genetic information, pregnancy, childbirth, or related medical conditions, veteran's status, income, source of payment, identification with any other persons or groups defined in Penal Code 422.56, or the use of family and medical care leave and pregnancy disability leave pursuant to state and federal law. Provider, its employees and agents, shall insure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination and harassment. Provider, its employees and agents, shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 (a-f), and following) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 and following), and the requirements of Exhibit E, Provision 1.28, Subsections A–F (*Equal Opportunity Employer*) of the Medi-Cal Contract, which are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Provider shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargaining.

3.10.4 Provider shall include the nondiscrimination and compliance provisions of this Agreement in all subcontracts, if any, to perform work under the Agreement.

3.11 Quality Improvement and Utilization Management Programs

3.11.1 Provider will cooperate and participate in PARTNERSHIP's Quality Improvement and Utilization Management Programs and QIHETP, including and not limited to improving the quality of care and services and member experience, peer review and other activities required by PARTNERSHIP, the Governmental Agencies and any other regulatory and accrediting agencies and will comply with the policies and procedures associated with these Programs. Provider will cooperate with collection and evaluation of data for quality performance and agrees that PARTNERSHIP may use performance data for quality improvement activities. To facilitate PARTNERSHIP's Quality Improvement and Utilization Management Programs and QIHETP, PARTNERSHIP may conduct facility reviews, chart and access audits and focused reviews upon reasonable written notice to Provider. Provider shall comply with all final determinations rendered by PARTNERSHIP's QIHEC. Provider shall meet all quality management improvement requirements in this Agreement, the Medi-Cal Contract, Exhibit A, Attachment III, Section 2.2 (*Quality*

Improvement and Health Equity Transformation Program (QIHETP)), and any additional quality requirements set forth in associated guidance from DHCS for ECM.

3.11.2 In the event of underperformance by Provider in relation to its administration of ECM, DHCS may impose sanctions as described in the Medi-Cal Contract, Exhibit E, Section 1.19, (*Sanctions*).

a. If PARTNERSHIP delegates Quality Improvement Activities, Provider and PARTNERSHIP will enter into a separate delegation agreement that contains the provisions stipulated in the Medi-Cal Contract.

SECTION 4
REIMBURSEMENT, ACCOUNTS, REPORTING AND RECOVERIES FOR SERVICES

4.1 Payments - The Parties acknowledge and agree that this Agreement contains full disclosure of the method and amount of compensation or other consideration to be received by Provider from PARTNERSHIP *(Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6.A.3 and Title 22, CCR, Sections 53250(e)(2) and 53867).*

4.2 Claim Submission – Provider will submit complete, timely, reasonable, and accurate claims or invoices, Provider data, Encounter Eata and reports according to all regulatory requirements for all Services rendered to Medi-Cal Members as described in PARTNERSHIP's Provider Manual.

4.2.1 Provider shall submit claims for the provision of Services to PARTNERSHIP using the national standard specifications and code sets to be defined by DHCS.

4.2.2 In the event Provider is unable to submit claims to PARTNERSHIP for Services using the national standard specifications and DHCS-defined code sets, Provider shall submit an invoice to PARTNERSHIP with an excel spreadsheet with the minimum set of data elements (to be defined by DHCS) necessary for PARTNERSHIP to convert the invoice to an encounter for submission to DHCS.

4.3 Timing of Payment – Provider is eligible to receive payment when ECM is initiated for any given Member. If Provider is an individual or group practice or practices in shared health facilities, PARTNERSHIP shall pay 90 percent of all clean claims within thirty (30) days of date of receipt and 99 percent of all clean claims within ninety (90) days. The date of receipt shall be the date PARTNERSHIP receives the claim, as indicated by its date stamp on the claim. The date of payment shall be the date on the check or other form of payment.

4.4 Timing of Claims or Invoices - All claims or invoices for reimbursement of Services must be submitted to PARTNERSHIP as soon as possible, but no later than within three hundred and sixty-five (365) days from the date of Services. Claims or invoices received on the 366th day form the date of service will be denied. PARTNERSHIP will make no exceptions or pro-rated payments beyond the twelve (12) month billing limit.

4.5 Entire Payment - Provider will accept from PARTNERSHIP compensation as payment in full and discharge of PARTNERSHIP's financial liability. Services provided to Medi-Cal Members by Provider will be reimbursed as listed hereunder in those amounts set forth in this Agreement and in accordance with PARTNERSHIP's Provider Manual policies and procedures. Provider will look only to PARTNERSHIP for such compensation. PARTNERSHIP has the sole authority to determine reimbursement policies and methodology of reimbursement under this Agreement, which includes reduction of reimbursement rates if rates from the State to PARTNERSHIP are reduced by DHCS. Payment will be made in one or more or a combination of the following methodologies.

4.5.1 Fee-For-Service Payment (FFS) - PARTNERSHIP will reimburse Provider for ECM Services provided on a Per Enrollee Per Month basis as set forth in Attachment C of the Agreement for all properly documented ECM Services provided to Members, which have been properly authorized in accordance with PARTNERSHIP's Provider Manual. A summary enrollment report will accompany each payment identifying Members who are eligible for ECM Services for that month.

4.6 Medi-Cal Member Hold-Harmless – Provider agrees to hold harmless both the State and Members in the event PARTNERSHIP, or, if applicable, a Subcontractor or Downstream Subcontractor, cannot or will not pay for Services ordered, referred, or rendered by Provider pursuant to this Agreement *(Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6.A.13and Title 22, CCR, Sections 53250(e)(6) and 53867).*

4.6.1 Provider agrees not to balance bill any Member *(DHCS Contract, Exhibit A, Attachment III, Provision 3.1.6.A.14).*

4.7 Member Billing - Provider will not submit claims to or demand or otherwise collect reimbursement from a Member, or from other persons on behalf of the Member, for any Service included under this Agreement and permitted by the Medi-Cal Contract. Provider may bill the Member for non-covered services if Member agrees in advance and in writing with signature affirming agreement that such services are not covered by PARTNERSHIP.

4.8 Coordination of Benefits - Medi-Cal is the payor of last resort recognizing Other Health Coverage as primary carrier. Provider must bill the primary carrier before billing PARTNERSHIP for reimbursement of ECM Services and will at no time seek compensation from Members. Provider has the right to collect all sums as a result of Coordination of Benefits efforts for Services provided to Members with Other Health Coverage.

4.8.1 The determination of liability will be in accordance with the usual procedures employed by the appropriate Governmental Agencies and applicable law, the Medi-Cal Provider Manual, and PARTNERSHIP's Provider Manual.

4.8.2 The authority and responsibility for Coordination of Benefits will be carried out in accordance Title 22, CCR, Section 51005, and the Medi-Cal Contract.

4.8.3 Provider will report to PARTNERSHIP the discovery of third party insurance coverage for a Medi-Cal Member within ten (10) days of discovery.

4.9 Third Party Liability - In the event that Provider provides Services to Medi-Cal Members for injuries or other conditions resulting from the acts of third parties, the State of California will have the right to recover from any settlement, award or recovery from any responsible third party the value of all Services which have been rendered by Provider pursuant to the terms of this Agreement.

4.9.1 Provider cooperate with the DHCS and PARTNERSHIP in their efforts to obtain information and collect sums due to the State of California as result of third party liability tort, including Workers' Compensation claims for Services.

4.10 Subcontracts

4.10.1 All subcontracts between Provider and Provider's subcontractors will be in writing and will be entered into in accordance with the requirements of the Medi-Cal Contract, Health and Safety Code Section 1340 et seq.; Title 10, CCR, Section 1300 et seq.; W & I Code Section 14200 et seq.; Title 22, CCR, Section 53000 et seq.; and applicable federal and State laws and regulations.

4.10.2 All subcontracts and their amendments will become effective only upon written approval by PARTNERSHIP and applicable Governmental Agencies and will fully disclose the method and amount of compensation or other consideration to be received by the subcontractor from Provider. Provider will notify Governmental Agencies and PARTNERSHIP when any subcontract is amended or terminates. Provider will make available to PARTNERSHIP and Governmental Agencies, upon request, copies of all agreements between Provider and subcontractor(s) for the purpose of providing Services.

4.10.3 All agreements between Provider and any subcontractor will require subcontractor to comply with the following:

a. Records and Records Inspection – The subcontractor will maintain and make available to Governmental Agencies, upon request, copies of all subcontracts, and will: (i) Make all premises, facilities, equipment, applicable books, records, contracts, computer, or other electronic systems related to this Agreement, available at all reasonable times for audit, inspection, examination, or copying by Governmental Agencies, including, but not limited to, DHCS, CMS, the DHHS Inspector General, the Comptroller General, DOJ, DMFEA, and DMHC, or their designees; (ii) Retain all records and documents for a minimum of ten (10) years from the final date of the Agreement period or from the date of completion of any audit, whichever is later. (*Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6, Subsections A.8), A.9), B.13), B.14).*) (

b. Surcharges – The subcontractor will not collect a Surcharge for Services for a Medi-Cal Member or other person acting on their behalf. If a Surcharge erroneously occurs, Subcontractor will refund the amount of such Surcharge to the Medi-Cal Member within fifteen (15) days of the occurrence and will notify PARTNERSHIP of the action taken. Upon notice of any Surcharge,

PARTNERSHIP will take appropriate action consistent with the terms of this Agreement to eliminate such Surcharge, including, without limitation, repaying the Medi-Cal Member and deducting the amount of the Surcharge and the expense incurred by PARTNERSHIP in correcting the payment from the next payment due to Provider.

c. Notification – The subcontractor will notify relevant Governmental Agencies and PARTNERSHIP in the event the agreement with subcontractor is amended or terminated. Notice will be given in the manner specified in Section 10.4 Notices.

d. Assignment – The subcontractor will agree that assignment or delegation of the subcontract will be void unless prior written approval is obtained from relevant Governmental Agencies and PARTNERSHIP.

e. Transfer – The subcontractor will agree to assist PARTNERSHIP, or, if applicable, a Subcontractor or Downstream Subcontractor, in the transfer of Member's care in accordance with Exhibit E, Section 1.17 (*Phaseout Requirements*) of the Medi-Cal Contract, in the event of termination of the Medi-Cal Contract, or the termination of this Agreement, or the termination of the subcontract for any reason. (*Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6, Subsections A.11) and B.16*).

4.10.4 Additional Requirements – The subcontractor will agree to be bound by the provisions of Section 8.8, Survival of Obligations After Termination, and Section 6.5, Provider Indemnification.

4.11 Overpayments or Recoupment - Parties agree that there shall be a limit on recoupment of all overpayments by PARTNERSHIP and underpayments or denials to Provider of twelve (12) months from the date payment or denial was made to Provider. Further, Parties agree that no time limit will apply to any overpayment caused by fraud, waste, or misrepresentation on the part of Provider. Pursuant to 42 CFR § 438.608(d), PARTNERSHIP is required to annually report Provider overpayments to DHCS. Overpayment is any payment made to Provider by PARTNERSHIP to which Provider is not entitled under Title XIX of the Social Security Act.

a. Provider will report all overpayments to PARTNERSHIP within sixty (60) days of becoming aware of an overpayment from PARTNERSHIP. Provider will repay all overpayments within forty five (60) calendar days of reporting such overpayment to PARTNERSHIP or within 45 days of a written or electronic notice from PARTNERSHIP of an overpayment, and notify PARTNERSHIP in writing of the reason for overpayment in accordance with Exhibit A, Attachment III, Provision 1.3.6 (*Treatment of Overpayment Recoveries*) of the Medi-Cal Contract and 42 CFR 438.608(d)(2). Pursuant to 42 CFR Section 438.608(d), PARTNERSHIP is required to annually report Provider overpayments to DHCS. Overpayment is any payment made to Provider by PARTNERSHIP to which the Provider is not entitled under Title XIX of the Social Security Act.

b. If PARTNERSHIP identifies the overpayment, Provider will reimburse

PARTNERSHIP within thirty (30) Working Days of receipt of a timely written or electronic notice from PARTNERSHIP of an overpayment, unless Provider contests such overpayment within thirty (30) Working Days in writing and identifies the portion of the overpayment being contested and the specific reasons for contesting the overpayment.

c. Notwithstanding any other provision of this Agreement, if DHCS recoups funds from PARTNERSHIP for services provided by Provider within 36 months from the date of payment to Provider, the parties agree to meet and confer regarding recoupment of payments made to Provider.

d. Provider acknowledges and agrees that, in the event that PARTNERSHIP determines that an amount has been overpaid or paid in duplicate, or that funds were paid which were not due under this Agreement, PARTNERSHIP shall have the right to recover such uncontested amounts from Provider. If payment of uncontested recoupment is not received by PARTNERSHIP within sixty (60) days from PARTNERSHIP's mailing notice, PARTNERSHIP reserves the right to recoupment or offset from current or future amounts due from PARTNERSHIP to Provider.

e. This right to recoupment or offset shall extend to any amounts due from Provider to PARTNERSHIP including, but not limited to, amounts due because of:

(i) Payments made under this Agreement that subsequently determined to have been paid at a rate that exceeds the payment required under this Agreement.

(ii) Payments made for Services provided to a Member that is subsequently determined to have not been eligible on the date of Service.

(iii) Unpaid Conlan reimbursement owed by Provider to Member. Refers to *Conlan v. Shewry, 2006.*

4.12 ECM Quality Improvement Program – At PARTNERSHIP'S sole discretion, PARTNERSHIP may implement an Enhanced Care Management Quality Improvement Program ("ECM QIP") for eligible contracted ECM Providers.

4.12.1 At PARTNERSHIP's discretion, Provider will be eligible to participate in the ECM QIP, which is designed to adhere to the requirements of the DHCS CalAIM program. The Provider must be contracted with PARTNERSHIP within the calendar year to be eligible for participation. PARTNERSHIP will make available on its website, the ECM QIP program specifications which will further describe the requirements and measurements of the program each calendar year.

4.12.2 PARTNERSHIP will determine the funding amount for the ECM QIP during the normal annual PARTNERSHIP budgeting process each calendar year. PARTNERSHIP reserves the sole right to make modifications or changes to the program; including funding allocations and or to discontinue the program upon notice.

4.13 Audits. If DHCS, CMS or the DHHS Inspector General determines there is a reasonable possibility of Fraud, Waste, and Abuse, or similar risk, DHCS, CMS, or the DHHS Inspector General may inspect, evaluate, and audit Provider at any time. Upon resolution of a full investigation of Fraud, Waste, and Abuse, DHCS reserves the right to suspend or terminate Provider from participation in the Medi-Cal Program, seek recovery of payments made to Provider, impose other sanctions provided under the State Plan, and direct PARTNERSHIP to terminate the Agreement due to Fraud, Waste, and Abuse and/or a determination that Provider has not performed satisfactorily.

SECTION 5
MEDICAL RECORDS

5.1 Medical Record – Provider shall ensure that a medical record will be established and maintained for each Member who has received ECM Services. Each Member's medical record will be established upon the first visit to Provider. The record will contain information normally included in accordance with generally accepted practices and standards prevailing in the professional community.

5.1.1 Provider will facilitate the sharing of information with other ECM Providers in cases of referrals, subject to all applicable laws and professional standards regarding the confidentiality of medical records.

5.1.2 Provider will ensure records are available to authorized PARTNERSHIP personnel in order for PARTNERSHIP to conduct its Quality Improvement and Utilization Management Programs to the extent permitted by law.

5.1.3 Provider will ensure that medical records are legible.

5.1.4 Provider will maintain such records for at least ten (10) years from the close of the State's fiscal year in which this Agreement was in effect.

5.2 Records and Inspection Rights

5.2.1 Access to Records – Provider agrees to make all of its premises, facilities, equipment, books, records, Encounter Data, contracts, computer, and other electronic systems pertaining to the ECM Services ordered, referred, or rendered furnished under the terms of this Agreement, available for the purpose of an audit, inspection, evaluation, examination or copying, including but not limited to Access Requirements and State's Right to Monitor as set forth in Exhibit E, Provision 1.22, (*Inspection and Audit of Records and Facilities*) of the Medi-Cal Contract, as follows:

a. In accordance with inspections and audits, as directed by DHCS, CMS, U.S. DHHS Inspector General, the Comptroller General, Department of Justice (DOJ), DMHC, or their designees; and

b. At all reasonable times at Provider's place of business or at such other mutually agreeable location in California;

c. For a term of at least ten (10) years from final date of the Agreement period or from the date of completion of any audit, whichever is later;

d. If Governmental Agencies, including, but not limited to, DHCS, CMS or the DHHS Inspector General determines there is a reasonable possibility of fraud or similar risk, Governmental Agencies may inspect, evaluate, and audit Provider at any time. Upon resolution of a full investigation of fraud, DHCS reserves the right to suspend or terminate Provider from participation in the Medi-Cal program, seek recovery of payments made to Provider, impose other sanctions provided under the State Plan, and direct PARTNERSHIP to terminate the Agreement due to fraud *(42 CFR 438.3(h))*.

e. PARTNERSHIP will pay for the cost of copying Records, $0.10 per page, not to exceed $20.00 per record. The ownership of Records will be controlled by applicable law and furnished under the terms of this Agreement. Upon request from PARTNERSHIP, Provider agrees to produce records within thirty (30) days of receipt of request.

f. Provider shall permit PARTNERSHIP, Government Agencies and any other regulatory and accrediting agencies, with or without notice, during normal business hours, to interview employees, to inspect, audit, monitor, evaluate and review Provider's work performed or being performed hereunder, Provider's locations(s) (including security areas), information systems, software and documentation and to inspect, evaluate, audit and copy Records and any other books, accounts and materials relevant to the provisions of services under this Agreement.

5.2.2 Maintenance of Records – Provider will maintain all of its books and records in accordance with good business practices and generally accepted accounting principles for a term of at least ten (10) years from the final date of the Medi-Cal Contract period or from the date of completion of any audit, whichever is later.

a. Records will include all encounter data, working papers, reports submitted to PARTNERSHIP, financial records, all medical records, medical charts and prescription files, and other documentation pertaining to medical and non-medical services rendered to Members for a term period of at least ten (10) years.

b. Provider will retain all Records for a period of at least ten (10) years from the close of DHCS' fiscal year in which this Agreement was in effect.

c. Provider's obligations set forth in this Section 5.2.2 will survive the termination of this Agreement, whether by rescission or otherwise.

d. Provider will not charge the Member for the copying and forwarding of their medical records to another provider.

5.3 Records Related to Recovery for Litigation. Upon request by PARTNERSHIP, Provider

shall timely gather, preserve and provide to PARTNERSHIP, DHCS, CMS, DMFEA, and any authorized State or federal regulatory agencies, any records in Provider's possession, in accordance with Exhibit E, Section 1.27 (*Litigation Support*) of the Medi-Cal Contract in the form and manner specified by PARTNERSHIP, any information specified by PARTNERSHIP, subject to any lawful privileges, in Provider's possession, relating to threatened or pending litigation by or against PARTNERSHIP or DHCS. If Provider asserts that any requested documents are covered by a privilege, Provider shall: 1) identify such privileged documents with sufficient particularity to reasonably identify the document while retaining the privilege; and 2) state the privilege being claimed that supports withholding production of the document. Such request shall include, but is not limited to, a response to a request for documents submitted by any party in any litigation by or against PARTNERSHIP or DHCS. PARTNERSHIP acknowledges that time may be of the essence in responding to such request. Provider shall use all reasonable efforts to immediately notify PARTNERSHIP of any subpoenas, document production requests, or requests for records, received by Provider related to this Agreement.

5.4 Patient Confidentiality

a. Notwithstanding any other provision of the Agreement, names of persons receiving public social services are confidential information and are to be protected from unauthorized disclosure in accordance with Title 42, CFR, Section 431.300 et. seq. and Section 14100.2, Welfare and Institutions Code and regulations adopted thereunder

b. For the purpose of this Agreement, all information, records, data and data elements collected and maintained for the operation of the Agreement and pertaining to Members will be protected by Provider and his/her staff from unauthorized disclosure.

c. Provider may release Medical Records in accordance with applicable law pertaining to the release of this type of information.

d. With respect to any identifiable information concerning a Medi-Cal Member under this Agreement that is obtained by Provider, Provider: (1) will not use any such information for any purpose other than carrying out the express terms of the Agreement, (2) will promptly transmit to PARTNERSHIP all requests for disclosure of such information, (3) will not disclose except as otherwise specifically permitted by the Agreement, any such information to any party other than PARTNERSHIP or any Governmental Agency which is statutorily authorized to have oversight responsibilities, without prior written authorization specifying that the information is releasable under Title 42, CFR, Section 431.300 et. seq., Section 14100.2, Welfare and Institutions Code, and regulations adopted thereunder, (4) will, at the expiration or termination of the Agreement, return all such information to PARTNERSHIP or maintain such information according to written procedures sent by PARTNERSHIP as issued by Governmental Agencies for this purpose.

e. Confidential Information - Provider and any subcontractors shall have policies and procedures in place to guard against unlawful disclosure of protected health information, private information, and any other confidential information to any unauthorized persons or entities.

f. Minor Consent Services - With respect to Minor Consent Services, Provider is prohibited from disclosing any information relating to such services without the express consent of the minor Member.

g. Sensitive Services - Notwithstanding any other provision of the Agreement, Provider will comply with all confidentiality requirements relating to the receipt of Sensitive Services, including, but not limited, those set forth in the CMIA.

SECTION 6
INSURANCE AND INDEMNIFICATION

6.1 Insurance - Throughout the term of this Agreement and any extension thereto, Provider will maintain appropriate insurance programs or policies as follows:

6.1.1 Each individual participating Provider covered by this Agreement will secure and maintain, at its sole expense, liability insurance of at least One Million Dollars ($1,000,000) per person per occurrence, and Three Million Dollars ($3,000,000) in aggregate, including "tail coverage" in the same amount whenever claims made malpractice coverage is involved. Notification of PARTNERSHIP by Provider of cancellation or material modification of the insurance coverage or the risk protection program will be made to PARTNERSHIP at least thirty (30) days prior to any cancellation. Documents evidencing professional liability insurance or other risk protection required under this Subsection will be provided to PARTNERSHIP upon execution of this Agreement.

6.2 General Liability Insurance - In addition to Subsection 6.1 above, Provider will also maintain, at its sole expense, a policy or program of comprehensive liability insurance (or other risk protection) with minimum coverage including and no less than Three Hundred Thousand Dollars ($300,000) per person for Provider's property, together with a combined Single Limit Body Injury and Property Damage Insurance of not less than Three Hundred Thousand Dollars ($300,000). Documents evidencing such coverage will be provided to PARTNERSHIP upon request. Provider will arrange with the insurance carrier to have automatic notification of insurance coverage termination or modification given to PARTNERSHIP.

6.3 Workers' Compensation - Provider's employees will be covered by Workers' Compensation Insurance in an amount and form meeting all requirements of applicable provisions of the California Labor Code.

6.4 PARTNERSHIP Insurance - PARTNERSHIP, at its sole cost and expense, will procure and maintain a professional liability policy to insure PARTNERSHIP and its agents and employees, acting within the scope of their duties, in connection with the performance of PARTNERSHIP's responsibilities under this Agreement.

6.5 Provider Indemnification - Provider will indemnify, defend, and hold harmless Medi-Cal Members, the State of California, PARTNERSHIP, and their respective officers, agents, and employees from the following.

a. Provider Claims - Any and all claims and losses accruing or resulting to Provider or any of its Subcontractors or any person, firm, corporation or other entity furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement.

b. Third Party Claims - Any and all claims and losses accruing or resulting to any person, firm, corporation, or other entity injured or damaged by Provider, its agents, employees and Subcontractors, in the performance of this Agreement.

c. Sanctions – Any and all sanctions imposed upon PARTNERSHIP by a State or Federal Agency as a result of Provider's non-compliance with the terms and conditions of this Agreement.

6.6 PARTNERSHIP Indemnification - PARTNERSHIP will indemnify, defend, and hold harmless Provider, and its agents, and employees from any and all claims and losses accruing or resulting to any person, firm, corporation, or other entity injured or damaged by PARTNERSHIP, its officers, agents or employees, in the performance of this Agreement.

SECTION 7
GRIEVANCES AND APPEALS

7.1 Appeals and Grievances

7.1.1 The Parties acknowledge and agree that the PARTNERSHIP's Provider Manual contains Provider's right to submit an appeal or a grievance. Provider and PARTNERSHIP agree to and will be bound by the decisions of PARTNERSHIP appeal and grievance mechanisms. Provider is entitled to all protections afforded them under the Health Care Providers' Bill of Rights, including, but not limited to, Provider's right to access PARTNERSHIP's dispute resolution mechanism and submit a grievance pursuant to H&S Section 1367(h)(1). *(Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6.A.20).*

7.1.2 Provider may file a formal provider grievance as outlined in the PARTNERSHIP appeal processes outlined in PARTNERSHIP's Provider Grievance Policy, located in PARTNERSHIP's Provider Manual.

a. A formal provider grievance may be filed in writing through United States postal service or in-person at any of PARTNERSHIP's offices within forty-five (45) Working Days of the occurrence of the determination or action that is subject of the grievance. PARTNERSHIP has fifteen (15) Working Days from the date the grievance is received to resolve the grievance. If the resolution is not satisfactory to Provider, Provider may request a Provider Grievance Review Committee (PGRC) meeting. PARTNERSHIP and Provider will be advised of decision within ten (10) Working Days after the meeting is held.

7.1.3 Provider will cooperate with PARTNERSHIP in identifying, processing and resolving all Medi-Cal Member complaints and grievances in accordance with the PARTNERSHIP grievance procedure set forth in PARTNERSHIP's Provider Manual.

7.2 Responsibility.

7.2.1 It is the responsibility of PARTNERSHIP's Executive Director for maintenance, review, formulation of policy changes, and procedural improvements of the grievance system. The Executive Director will be assisted in this process by the staff Directors of Health Services and Provider Relations.

7.3 Dispute Resolution and Arbitration – All outstanding disputes, including disputes unable to be resolved through the Grievance Review Committee, shall be resolved through binding arbitration in accordance with the dispute resolution process outlined below *(Cal Health & Safety Code § 1367(h)(1))*. Notwithstanding the dispute resolution process, all disputes are subject to the provisions of the California Government Claims Act (Government Code § 905 et seq.).

7.3.1 Provider may only initiate arbitration proceedings involving UM decisions or claim denials based on lack of Medical Necessity, after the formal grievance process outlined in 7.1.1. and 7.1.2 has been completed, including review of the dispute by the Provider Grievance Committee.

7.3.2 Meet and Confer – The Parties agree to meet and confer within thirty (30) days of a written request by either party in an effort to resolve any dispute between them. At each meet and confer meeting, each Party shall be represented by persons at the Director level or higher who are authorized to enter into agreements resolving the dispute. Meet and confer discussions and all documents prepared for those discussions such as agendas, spreadsheets, chronologies and the like shall not be subject to discovery, offered as evidence or admitted in evidence in any proceeding. The Parties intend their meet and confer be protected to at least the same degree as they would be if they were conducted through a mediator. If the parties cannot settle the disputes between them, after completing the Meet and Confer process, the dispute shall be submitted, upon the motion of either party, to arbitration under the appropriate rules of the American Arbitration Association (AAA). All such arbitration proceedings will be administered by the AAA; however, the arbitrator will be bound by applicable state and federal law, and will issue a written opinion setting forth findings of fact and conclusions of law. The parties agree that all arbitration proceeding will take place in Sacramento County, California, that the appointed arbitrator will be encouraged to initiate hearing proceedings within thirty (30) days of the date of his/her appointment, and that the decision of the arbitrator will be final and binding as to each of them. The arbitrator shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected pursuant to California Code of Civil Procedure Sections 1286.2 or 1286.6 for such error. The arbitrator(s) shall have the power to grant all legal and equitable remedies available under California law, including, but not limited to, preliminary and permanent private injunctions, specific performance, reformation, cancellation, accounting and compensatory damages; provided, however, that the arbitrator(s)

shall not be empowered to award punitive damages, penalties, forfeitures or attorney's fees. Each party shall be responsible for their own attorney fees. The party against whom the award is rendered will pay any monetary award and/or comply with any other order of the arbitrator within sixty (60) days of the entry of judgment on the award, or take an appeal pursuant to the provisions of the California Civil Code.

7.3.3 Administration and Arbitration Fees - In all cases submitted to AAA, the parties agree to share equally the AAA administrative fee as well as the arbitrator's fee, if any, unless otherwise assessed by the arbitrator. The administrative fees will be advanced by the initiating party subject to final apportionment by the arbitrator in the award.

7.3.4 Enforcement of Award - The parties agree that the arbitrator's award may be enforced in any court having jurisdiction thereof by the filing of a petition to enforce said award. Costs of filing may be recovered by the party, which initiates such action to have an award enforced.

7.3.5 Impartial Dispute Settlement - Should the parties, prior to submitting a dispute to arbitration, desire to utilize other impartial dispute settlement techniques such as mediation or fact-finding, joint request for such services may be made to the AAA, or the parties may initiate such other procedures as they may mutually agree upon at such time.

7.3.6 Initiation of Procedure - Nothing contained herein is intended to create, nor will it be construed to create, any right of any Medi-Cal Member to independently initiate the arbitration procedure established in this Section. Further, nothing contained herein is intended to require arbitration of disputes regarding professional negligence between the Member and Provider.

7.3.7 Administrative Disputes - Notwithstanding anything to the contrary in this Agreement, any and all administrative disputes which are directly or indirectly related to an allegation of PCP malpractice may be excluded from the requirements of this Section.

7.4 Peer Review and Fair Hearing Process - A Provider determined to constitute a threat to the health, safety or welfare of Medi-Cal Members will be referred to PARTNERSHIP's Peer Review Committee. The Provider will be notified in writing of the Peer Review Committee's recommendation and advised of their rights to the Fair Hearing process. The Peer Review Committee can recommend to suspend, restrict, or terminate the provider affiliation, or to institute a monitoring procedure, or to implement continuing educational requirements.

SECTION 8
TERM, TERMINATION, AND AMENDMENT

The Parties acknowledge and agree the term of the Agreement, including the beginning, and end dates as well as methods of extension, renegotiation, phaseout, and termination are included in this Agreement *(Medi-Cal Contract Exhibit A, Attachment III, Provision 3.1.6.A.2 and Title 22, CCR, Sections 53250(c)(4) and 53867).*

8.1 Initial Term and Renewal - This Agreement will be effective as of the date indicated and will automatically renew at the end of one (1) year and annually thereafter unless terminated sooner as set forth below. Further, this Agreement is subject to DHCS approval and this Agreement will become effective only upon approval by DHCS in writing, or by operation of law where DHCS has acknowledged receipt of the Agreement, and has failed to approve or disapprove the proposed Agreement within sixty (60) calendar days of receipt *(Medi-Cal Contract, Exhibit E, Provision 1.10.C and Title 22, CCR, 53250(c)(3) and 53867).*

8.2 Termination Without Cause - Either party upon ninety (90) days prior written notice to the other party may terminate this Agreement without cause.

8.3 Immediate Termination for Cause by PARTNERSHIP - An immediate termination for cause made by PARTNERSHIP pursuant to this Section 8.3 will not be subject to the cure provisions specified in Section 8.4 Termination for Cause with Cure Period. PARTNERSHIP may terminate this Agreement immediately by written notice to Provider upon the occurrence of any of the following events:

8.3.1 Any act for which Provider's license, certification, Controlled Substance Permit, medical staff membership or clinical privileges at a Hospital is revoked, suspended or restricted in a manner that might materially affect Provider's ability to provide Services; or

8.3.2 A violation of any law or regulation that materially impairs Provider's ability to perform this Agreement

8.3.3 Provider has breached a contractual agreement with DHCS to provide care to Medi-Cal beneficiaries that explicitly specifies inclusion on the Suspended and Ineligible Provider List as a consequence of the breach; or

8.3.4 Provider's death or disability. As used in this Subsection, the term "disability" means any condition which renders Provider unable to carry out his/her responsibilities under this Agreement for more than forty-five (45) Working Days (whether or not consecutive) within any twelve (12) month period; or

8.3.5 If PARTNERSHIP determines, pursuant to procedures and standards adopted in its UM/QI Programs, that Provider provided or arranged for the provision of Services to Medi-Cal Members which are not Medically Necessary or failed to provide or provided Services in a manner which violates the provisions of this Agreement or the requirements of PARTNERSHIP's Provider Manual; or

8.3.6 If PARTNERSHIP determines that the continuation hereof constitutes a threat to

the health, safety or welfare of any Medi-Cal Member; or

8.3.7 Provider is unable to meet financial obligations as described in this Agreement; or Provider closes his/her office and no longer provides Services; or

8.3.8 If Provider breaches Section 9.9, Marketing Activity and Patient Solicitation; or

8.3.9 Provider is convicted of a felony; or

8.3.10 Failure to maintain Provider's insurance as required by this Agreement; or

8.3.11 In the event Provider is suspended or excluded from participation in any federal or state health care program under Section 1128 or 1128A of the Social Security Act, including but not limited to, Medicare, Medi-Cal, or the Medicaid program in any state; or

8.3.12 Provider is convicted of a misdemeanor involving fraud, waste, and/or abuse of: a) of the Medi-Cal, Medicare, or any other government or commercial program, b) relating to a Member, or c) relating to the qualifications, functions, or duties of a Provider; or

8.3.13 If DHCS discontinues ECM or the ECM Provisions are no longer in effect; or

8.3.14 If PARTNERSHIP or DHCS determines that Provider has committed Fraud, Waste, or Abuse; or

8.3.15 If PARTNERSHIP or Governmental Agency determines that Provider has not performed satisfactorily.

8.4 Termination for Cause With Cure Period - In the event of a material breach by either party other than those material breaches set forth in Section 8.3, Immediate Termination for Cause by PARTNERSHIP of this Agreement, the non-breaching party may terminate this Agreement upon thirty (30) days written notice to the breaching party setting forth the reasons for such termination; provided, however, that if the breaching party cures such breach during the thirty (30) day period, then this Agreement will not be terminated because of such breach unless the breach is not subject to cure.

8.5 Continuation of Services Following Termination - Should this Agreement be terminated, Provider will, at PARTNERSHIP's option, continue to provide Services to Medi-Cal Members who are under the care of Provider for certain conditions set forth below at the time of termination until the Services being rendered to the Medi-Cal Members by Provider are completed, unless PARTNERSHIP has made appropriate provisions for the assumption of such Services by another physician and/or provider. Provider agrees to accept payment at the contract rate in place at the time of termination which shall apply for up to six months following termination of the Agreement, and agrees to adhere to PARTNERSHIP policies and procedures.

8.5.1 Continuation of Services Conditions:

a. An acute condition. An acute condition is a medical condition that involves

a sudden onset of symptoms due to an illness, injury, or other medical problem that requires prompt medical attention and that has a limited duration.

b. A serious chronic condition. A serious chronic condition is a medical condition due to a disease, illness, or other medical problem or medical disorder that is serious in nature and that persists without full cure, worsens over an extended period, or requires ongoing treatment to maintain remission or prevent deterioration.

c. A pregnancy. A pregnancy is the three trimesters of pregnancy and the immediate postpartum period. Post-partum period begins immediately after childbirth and extends for approximately six (6) weeks

d. A terminal illness. A terminal illness is an incurable or irreversible condition that has a high probability of causing death within one year or less.

e. The care of a newborn child between birth and age 36 months.

f. Performance of a surgery or other procedure that is authorized by the plan as part of a documented course of treatment and has been recommended and documented by the provider to occur within 180 days of the contract's termination date.

8.6 Provider agrees to assist PARTNERSHIP in the transfer of care for Medi-Cal Members, pursuant to applicable provisions of the Medi-Cal Contract Exhibit E, Section 1.17, (*Phaseout Requirements*), Subparagraph B, in the event of termination of this Agreement for any reason or in the event of the Medi-Cal Contract termination. (*Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6, Subsections A.11 and B.16)* Payment by PARTNERSHIP for the continuation of Services by Provider after the effective date of termination will be subject to the terms and conditions set forth in this Agreement including, without limitation, the compensation provisions herein. The costs to the Provider of photocopying such records will be reimbursed by the PARTNERSHIP at a cost of $0.10 cents per page not to exceed $20.00 per record.

8.7 Medi-Cal Member Notification Upon Termination - Notwithstanding Section 8.3, Immediate Termination for Cause by PARTNERSHIP, upon the receipt of notice of termination by either PARTNERSHIP or Provider, and in order to ensure the continuity and appropriateness of medical care to Medi-Cal Members Provider will notify Members that have had at least two visits in the previous six (6) months, thirty (30) days prior to the effective date of termination. PARTNERSHIP at its option, may immediately inform Medi-Cal Members of such termination notice. Such Medi-Cal Members will be required to select another ECM Provider prior to the effective date of termination of this Agreement.

8.8 Survival of Obligations After Termination -Termination of this Agreement will not affect any right or obligations hereunder which will have been previously accrued, or will thereafter arise with respect to any occurrence prior to termination. Such rights and obligations will continue to be governed by the terms of this Agreement. The following obligations of Provider will survive the termination of this Agreement regardless of the cause giving rise to termination and will be construed for the benefit of the Medi-Cal

Member: 1) Section 8.5, Continuation of Services Following Termination; 2) Section 4.10.3a Records and Records Inspection; 4.11 Overpayments or Recoupments; and, 3) Section 6.5, Provider Indemnification and 4) 4.7 Member Billing. Such obligations and the provisions of this Section will supersede any oral or written agreement to the contrary now existing or hereafter entered into between Provider and any Medi-CalMember or any persons acting on their behalf. Provider will assist PARTNERSHIP in the orderly transfer of Medi-Cal Members to the Participating Provider they choose or to whom they are referred. Furthermore, Provider shall assist PARTNERSHIP in the transfer of care as set forth in the Provider Manual, in accordance with the Phase-out Requirements set forth in the Medi-Cal Contract.

8.9 Access to Medical Records upon Termination - Upon termination of this Agreement and request by PARTNERSHIP, Provider will allow the copying and transfer of medical records of each Medi-Cal Member to the ECM Provider assuming the Medi-Cal Member's care at termination. Such copying of records will be at PARTNERSHIP's expense if termination was not for cause. PARTNERSHIP will continue to have access to records in accordance with the terms hereof.

8.10 Termination or Expiration of PARTNERSHIP's Medi-Cal Contract - In the event the Medi-Cal Contract terminates or expires, prior to such termination or expiration, Provider will allow DHCS and PARTNERSHIP to copy medical records of all Medi-Cal Members, at DHCS' expense, in order to facilitate the transition of such Medi-Cal Members to another health care system. Prior to the termination or expiration of the Medi-Cal Contract, upon request by DHCS, Provider assist DHCS in the orderly transfer of Medi-Cal Member's medical care by making available to DHCS copies of medical records, patient files, and any other pertinent information, including information maintained by any of Provider's subcontractors, necessary for efficient case management of Medi-Cal Members, as determined by DHCS. Costs of reproduction of all such medical records will be borne by DHCS. In no circumstances will a Medi-Cal Member be billed for this service. Termination will require sixty (60) days advance written notice of intent to terminate, transmitted by Provider to PARTNERSHIP by Certified U S Mail, Return Receipt Requested, addressed to the office of PARTNERSHIP, as provided in Section 9.3.2 of this Agreement.

8.11 Amendment – This Agreement may be amended at any time upon written agreement of both parties subject to review and approval by necessary Government Agencies, including as set forth in Exhibit A, Attachment III, Provision 3.1.2, Subsection A.2)Medi-Cal Contract.

8.11.1 PARTNERSHIP shall provide at least ninety (90) business days' notice of its intent to change a material term of this Agreement or a manual, policy, or procedure referenced in this Agreement, unless a change in state or federal law or regulations or any accreditation requirements of a private sector accreditation organization requires a shorter time frame for compliance, and Provider shall have the right to negotiate and agree to the change.

8.11.2 If Provider does not give written notice of termination within thirty (30) days, as authorized by Section 8, Provider agrees that any such amendment by PARTNERSHIP will be a part of the Agreement. If Provider does not agree to the amendment, Provider may term this Agreement in accordance with Section 8.2.

8.11.3 In the event a change in law, regulation, or the Medi-Cal Contract requires an amendment to this Agreement, Provider's refusal to accept such amendment will constitute reasonable cause for PARTNERSHIP to terminate this Agreement pursuant to the termination provisions hereof.

SECTION 9
GENERAL PROVISIONS

9.1 Assignment - Provider agrees that assignment or delegation of this Agreement will be void unless prior written approval is obtained from DHCS. *(Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6 Subsections B.5) and B.6), and Title 22, CCR, Sections 53250(e)(5) and 53867).*

9.2 Severability - If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof will remain in full force and effect and will in no way be affected, impaired, or invalidated as a result of such decision.

9.3 Notices - Any notice required or permitted to be given pursuant to this Agreement will be in writing addressed to each party at its respective last known address. Either party will have the right to change the place to which notice is to be sent by giving forty-eight (48) hours written notice to the other of any change of address.

9.3.1 Provider will notify DHCS in the event this Agreement is amended or terminated. Notice is considered given when properly addressed and deposited in the United States Postal Service as first class registered mail, postage attached *(Title 22, CCR, Sections 53250(e)(4) and 53867)*. A copy of the written notice will also be mailed as first- class registered mail to:

Department of Health Care Services
Medi-Cal Managed Care Division
MS. 4407, P.O. Box 997413
Sacramento, CA 95899-74133
Attention: Contracting Officer

9.3.2 Provider will notify PARTNERSHIP at the address listed herein. Notice is considered given when properly addressed and deposited in the United States Postal Service as first class registered mail, postage attached to:

Partnership HealthPlan of California
Provider Relations Department
4665 Business Center Drive
Fairfield, CA 94534

9.3.3 PARTNERSHIP will notify Provider at the address listed herein. Notice is considered given when properly addressed and deposited in the United States Postal Service as first class registered mail, postage attached to the address indicated on

the signature page of this Agreement.

9.4 Entire Agreement - This Agreement, together with the Attachments, PARTNERSHIP's Provider Manual contains the entire agreement between PARTNERSHIP and Provider relating to the rights granted and the obligations assumed by this Agreement. Any prior agreement, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect.

9.5 Headings - The headings of articles and paragraphs contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

9.6 Governing Law - This Agreement will be governed by and construed in accordance with all Applicable Requirements and all applicable laws and applicable regulations governing the Medi-Cal Contract, including but not limited to, the Knox-Keene Act, H&S Code Section 1340 *et seq.* (unless excluded under the Medi-Cal Contract); 28 CCR Section 1300.43 *et seq.*.; W&I Code Sections 14000 and 142000 *et seq.*; and 22 CCR Sections 53800 *et seq.*, 22 CCR Sections 53900 *et seq.* (*Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6.A.4 and Title 22, CCR, Sections 53250(c) and 53867*). The validity, construction, interpretation and enforcement of this Agreement will be governed by the laws of the State of California, the United States of America, and the contractual obligations of PARTNERSHIP. PARTNERSHIP and Provider agree to comply with all applicable requirements of the DHCS Medi-Cal Managed Care Program, including but not limited to, all applicable federal and State Medicaid and Medi-Cal laws, regulations, sub-regulatory guidance, APLs and provisions of the Medi-Cal Contract. (*Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6.A.4*) Further, this Agreement is subject to the requirements of Titles XVIII and XIX of the Social Services Act and the regulations promulgated thereunder.

9.7 Affirmative Statement, Treatment Alternatives - Provider may freely communicate with Members regarding appropriate treatment options available to them, including medication treatment options, regardless of benefit coverage limitations.

9.8 Reporting Fraud, Waste and Abuse - Provider is responsible for reporting all cases of suspected Fraud, Waste and Abuse, as defined in 42 CFR, Section 455.2, where there is reason to believe that an incident of Fraud and/or Abuse has occurred by Medi-Cal Members, by PARTNERSHIP contracted physicians, or Provider within ten (10) days to PARTNERSHIP for investigation. Provider shall allow PARTNERSHIP to share such information with DHCS in accordance with the provisions of the PARTNERSHIP Provider Manual and Exhibit A, Attachment III, Provision 1.3.2, Subsection D (Contractor's Reporting Obligations) and Provision 1.3.2, Subsection D.6) (Confidentiality) of the Medi-Cal Contract.

9.9 Marketing Activity and Patient Solicitation - Provider will not engage in any activities involving the direct marketing of Eligible Beneficiaries without the prior approval of PARTNERSHIP and DHCS.

9.9.1 Provider will not engage in direct solicitation of Eligible Beneficiaries for enrollment,

including, but not limited to, door-to-door marketing activities, mailers and telephone contacts.

9.9.2 During the period of this Agreement and for a one year period after termination of this Agreement, Provider and Provider's employees, agents or subcontractors will not solicit or attempt to persuade any Medi-Cal Member not to participate in the Medi-Cal Managed Care Program or any other benefit program for which Provider render contracted Services to PARTNERSHIP Members.

9.9.3 In the event of breach of this Section 9.9, in addition to any other legal rights to which it may be entitled, PARTNERSHIP may at its sole discretion, immediately terminate this Agreement. This termination will not be subject to Section 8.4, Termination for Cause with Cure Period.

9.10 Nondisclosure and Confidentiality - Provider will not disclose the payment provisions of this Agreement except as may be required by law.

9.11 Proprietary Information - With respect to any identifiable information concerning a Case Managed Member that is obtained by Provider or its subcontractors, Provider and its subcontractors will not use any such information for any purpose other than carrying out the express terms of this Agreement; will promptly transmit to PARTNERSHIP all requests for disclosure of such information, except requests for medical records in accordance with applicable law; will not disclose any such information to any party other than Governmental Agencies without PARTNERSHIP's prior written authorization, except as specifically permitted by law, this Agreement, or PARTNERSHIP's Medi-Cal Contract with DHCS, specifying that the information is releasable by law as set forth in the Medi-Cal Contract; and, will, at expiration or termination of this Agreement, return all such information to PARTNERSHIP or maintain such information according to written procedures provided by PARTNERSHIP for this purpose.

9.12 Non-Exclusive Agreement - To the extent compatible with the provision of Services to Medi-Cal Members for which Provider accepts responsibility hereunder, Provider reserves the right to provide professional services to persons who are not Members including Eligible Beneficiaries. Nothing contained herein will prevent Provider from participating in any other prepaid health care program.

9.13 Counterparts - This Agreement may be executed in two (2) or more counterparts, each one (1) of which will be deemed an original, but all of which will constitute one (1) and the same instrument.

9.14 HIPAA & Protected Health Information - Health Insurance Portability Accountability Act. Section 1171(5)(e). PARTNERSHIP is required to comply with HIPAA standards. Provider is required to comply with HIPAA requirements and standards, the California Medical Information Act ("CMIA"), regarding the receipt, use and disclosure of Protected Health Information and Medical Information, and other obligations imposed by Regulatory Agencies, state laws applicable to the confidentiality of patients and medical information and to be in compliance with HIPAA standards as required by federal regulation.

a. The Agreement between Provider and PARTNERSHIP includes the use of

protected health information (PHI). PHI may be used for purposes of payment, treatment, and operations.

b. Provider must protect PHI internally and within any organization with which Provider contracts for clinical or administrative services.

c. Upon request, Provider must provide individuals with access to their PHI.

d. If Provider identifies any inappropriate use of PHI or discovers a suspected security incident, breach, intrusion or unauthorized access, use or disclosure of Medi-Cal Member's PHI, Provider must notify PARTNERSHIP's Privacy Officer immediately.

e. If this Agreement ends or is terminated, Provider agrees to continue to protect the PHI.

9.15 Compliance with Laws - Provider shall comply with all laws and regulations applicable to its operations and to the provision of Services hereunder. PARTNERSHIP shall inform Provider of prospective requirements added by State or federal law or DHCS related to the Medi-Cal Contract that impact obligations undertaken through this Agreement before the requirement would be effective, and Provider agrees to comply with the new requirements within 30 calendar days of the effective date, unless otherwise instructed by DHCS.

9.16 Compliance with Agreement – If PARTNERSHIP determines that Provider is in breach for failure to comply the terms of this Agreement, then PARTNERSHIP with good cause, upon written notice to Provider and in accordance with Section 8 of the Agreement may seek to impose an administrative and/or financial penalties against Provider and/or may seek to terminate the Agreement.

9.17 Corrective Action - PARTNERSHIP's written notice will outline the specific reasons, in PARTNERSHIP's determination, Provider is in non-compliance of this Agreement. Required actions for Provider to cure the breach will be set forth in the written notice. In the event Provider fails to cure those specific claims set forth by Partnership within thirty (30) days of the receipt of the notice, PARTNERSHIP reserves the right to impose an administrative and/or financial sanctions and/or penalties against Provider and up to and including termination of the Agreement immediately upon notice to Provider. Notice an administrative and/or financial sanction and/or penalty will include the following information:

a. Effective date

b. Detailed findings of non-compliance

c. Reference to the applicable statutory, regulatory, contractual, PARTNERSHIP policy and procedures, or other requirements that are the basis of the findings

d. Detailed information describing the sanction(s)

e. Timeframes by which the organization or individual shall be required to

achieve compliance, as applicable

f. Indication that PARTNERSHIP may impose additional sanctions if compliance is not achieved in the manner and time frame specified; and

g. Notice of a contracted Provider's right to file a complaint (grievance) in accordance with PARTNERSHIP policy and procedure.

9.18 Sanctions – If, due to Provider's non-compliance with this Agreement, administrative or monetary sanctions are imposed on PARTNERSHIP by a state or federal agency, PARTNERSHIP reserves the right to pass through any financial sanctions to Provider, as solely determined by PARTNERSHIP.

9.19 No Waiver – No delay or failure by either party hereto to exercise any right or power accruing upon noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of a breach of any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition, or agreement herein contained. Any information delivered, exchanged or otherwise provided hereunder shall be delivered, exchanged or otherwise provided in a manner which does not constitute a waiver of immunity or privilege under applicable law.

SECTION 10
RELATIONSHIP OF PARTIES

10.1 Overview - None of the provisions of this Agreement are intended, nor will they be construed to create, any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement; neither is this Agreement intended, except as may otherwise be specifically set forth herein, to create a relationship of agency, representation, joint venture or employment between the parties. Unless mutually agreed, nothing contained herein will prevent Provider from independently participating as a provider of services in any other health maintenance organization or system of prepaid health care delivery. In such event, Provider will provide written assurance to PARTNERSHIP that any contract providing commitments to any other prepaid program will not prevent Provider from fulfilling its obligations to Medi-Cal Members under this Agreement, including the timely provision of Services required hereunder and the maximum capacity allowed under the Medi-Cal Contract.

10.2 Oversight Functions - Nothing contained in this Agreement will limit the right of PARTNERSHIP to perform its oversight and monitoring responsibilities as required by applicable state and federal law, as amended. Provider will comply with all monitoring provisions in the Medi-Cal Contract and any monitoring requests by DHCS *(DHCS Contract, Exhibit A, Attachment III, Provision 3.1.6.B.11, 42 CFR 438.3(h) and Title 22, CCR,Sections 53250(e)(1) and 53867).*

10.3 Provider-Patient Relationship - This Agreement is not intended to interfere with the

professional relationship between any Medi-Cal Member and his or her Provider. Provider will be responsible for maintaining the professional relationship with Medi-Cal Members and are solely responsible to such Medi-Cal Members for all Services provided. PARTNERSHIP will not be liable for any claim or demand on account of damages arising out of, or in any manner connected with, any injuries suffered by the Medi-Cal Member resulting from the acts or omissions of Provider. Provider is allowed to freely communicate with Members regarding their health status, medical care and treatment options, alternative treatment, and medication treatment regardless of benefit coverage limitations. Members must be informed of risks, benefits and consequences of the treatment options, including the option of no treatment and make decisions about ongoing and future medical treatments. Provider must provide information regarding treatment options, including the option of no treatment in a culturally competent manner and consistent with the cultural competency, sensitivity, and diversity training as provided by the PARTNERSHIP. Health care professionals must ensure that patients with disabilities have effective communication throughout the health system in making decisions regarding treatment options.

ATTACHMENT A
INFORMATION REGARDING OFFICERS, OWNERS, AND STOCKHOLDERS

List the names of the officers, owners, stockholders owning more than 5% of the stock issued by the physician, and major creditors holding more than 5% of the debt of the organization identified on the execution page of this Agreement. (This is a requirement of Title 22, CCR, Section 53250).

ATTACHMENT B
ECM SITE LOCATION(S)

List the site name(s), location(s) that apply to this Agreement. Add page if additional site information is applicable.

Tax Identification number: 94-6000520

Billing NPI: 1174235378

1. Site or ECM PROVIDER Name: Front Door for Families

Address: 737 S. State St.
Ukiah, CA 95482

County: Mendocino

Phone number: 707-468-7061

Fax number:

Partnership # 23731 (internal use only): [Partnership #]

ATTACHMENT C

ENHANCED CARE MANAGEMENT FEE SCHEDULE ENHANCED CARE MANAGEMENT

County of Mendocino dba Front Door for Families

EFFECTIVE DATE: [Effective Date]

ECM SERVICES

ECM services will be reimbursed on a per enrollee per month (PEPM) basis in accordance with the approved Treatment Authorization Request (TAR) on file.

Service	Rate	Frequency
ECM	$ 400.00	PEPM
Successful Enrollment*	$ 150.00	One Time

*Successful Enrollment bundled payment includes payment for unsuccessful member outreach attempts made by provider for members who did not enroll in the ECM program.

Medi-Cal Rates. All percentage of Medi-Cal rates in this Attachment C apply to all applicable Medi-Cal procedure types except the Targeted Rate Increase procedures or subsequent provider payment increases funded by the managed care organization tax as directed by Proposition 35. The Targeted Rate Increase procedures are currently indicated by Medi-Cal procedure type X in the Medi-Cal Fee Schedule. PARTNERSHIP shall reimburse PROVIDER/HOSPITAL for Medi-Cal procedure type X and any future procedures indicated as Targeted Rate Increase procedures and or subsequent provider payment increases in accordance with DHCS final policy guidance.

ATTACHMENT X

NETWORK PROVIDER
MEDI-CAL REQUIREMENTS

This Attachment X sets forth the applicable requirements that are mandated by the DHCS Medi-Cal Contract with Partnership HealthPlan (the "Medi-Cal Contract"), State and Federal laws and regulations and applicable All Plan Letters. Any citations in this Attachment are to the applicable sections of the Medi-Cal Contract or applicable law. This Attachment will automatically be modified to conform to subsequent changes in law or government program requirements. In the event of a conflict between this Attachment and any other provision of the Agreement, this Attachment will control with respect to Medi-Cal. Any capitalized term utilized in this Attachment will have the same meaning ascribed to it in the Agreement unless otherwise set forth in this Attachment. If a capitalized term used in this Attachment is not defined in the Agreement or this Attachment, it will have the same meaning ascribed to it in the Medi-Cal Contract.

1. The parties acknowledge and agree that this Agreement specifies the Covered Services to be ordered, referred, or provided under this Agreement. ((Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6, Subsections A.1) and B.1.)

2. The parties acknowledge and agree that the term of the Agreement, including the beginning and end dates as well as methods of extension, renegotiation, phaseout, and termination, are included in this Agreement. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6, Subsections A.2) and B.2).)

3. The parties acknowledge and agree that this Agreement contains full disclosure of the method and amount of compensation or other consideration to be received by Provider from PARTNERSHIP. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6, Subsections A.3) and B.3).)

4. This Agreement will be governed by and construed in accordance with all applicable laws and regulations governing the Medi-Cal Contract, including, but not limited to, the Knox-Keene Health Care Services Plan Act of 1975, Health and Safety Code Section 1340 et seq. (unless expressly excluded under the Medi-Cal Contract); 42 CFR section 438.230; 28 CCR Section 1300.43 et seq.; W&I Code Sections 14000 and 14200 et seq.; 22 CCR Sections 53800 et seq.; and 22 CCR Sections 53900 et seq. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6, Subsections A.4) and B.7).)

5. Provider shall comply with all applicable requirements of the DHCS Medi-Cal Managed Care Program, pertaining to the obligations and functions undertaken pursuant to the Agreement. including but not limited to, all applicable federal and State Medicaid and Medi-Cal laws, regulations, sub-regulatory guidance, All Plan Letters, and provisions of the Medi-Cal Contract. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6, Subsections A.5) and B.8).)

6. Provider must submit to PARTNERSHIP, either directly or through a designated subcontractor of PARTNERSHIP, complete, accurate, reasonable, and timely Encounter Data and Provider Data, and any other reports and data as needed by PARTNERSHIP, in order for PARTNERSHIP to meet its reporting requirements to DHCS. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6, Subsections A.6) and B.10).)

7. Provider will maintain and make available to DHCS, upon request, copies of all contracts it enters into related to ordering, referring, or rendering Covered Services under this Agreement, and will ensure that all such contracts are in writing. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6, Subsections A.7) and B.12).)

8. Provider agrees to make all of its premises, facilities, equipment, books, records, contracts, computer, and other electronic systems pertaining to the obligations and functions undertaken pursuant to the Agreement, available for the purpose of an audit, inspection, evaluation, examination or copying, as set forth in Medi-Cal Contract, Exhibit E, Provision 1.22 (*Inspection and Audit of Records and Facilities)* as follows:

(a) In accordance with inspections and audits, as directed by DHCS, CMS, Department of Health and Human Services (DHHS) Inspector General, the Comptroller General, Department of Justice (DOJ), Attorney General's Division of Medi-Cal Fraud and Elder Abuse (DMFEA), Department of Managed Health Care (DMHC), DHCS's External Quality Review Organization contractor, or their designees; and (b) At all reasonable times at Provider's place of business or at such other mutually agreeable location in California; (c) In a form maintained in accordance with the general standards applicable to such book or record keeping; (d) For a term of at least ten (10) years from final date of the Medi-Cal Contract period or from the date of completion of any audit, whichever is later; (e) Including all Encounter Data in accordance with good business practices and generally accepted accounting principles for a term of at least ten (10) years from the final date of the Medi-Cal Contract period or from the date of completion of any audit, whichever is later; (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6, Subsections A.8), A.9), B.13) and B.14); Medi-Cal Contract, Exhibit E, Provision 1.22).)

9. Provider shall timely gather, preserve and provide to DHCS, CMS, Attorney General's Division of Medi-Cal Fraud and Elder Abuse (DMFEA), and any authorized State or federal regulatory agencies, any records in Provider's possession, in accordance with the Medi-Cal Contract, Exhibit E, Section 1.27 (Litigation Support). (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6, Subsections A.10) and B.15).)

10. Provider must assist PARTNERSHIP as applicable in the transfer of the Member's care as needed, and in accordance with Exhibit E, Section 1.17 (*Phaseout Requirements*) of the Medi-Cal Contract, in the event of Medi-Cal Contract termination for any reason. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6, Subsections A.11) and B.16).)

11. Specification that this Agreement will be terminated, or subject to other remedies, if DHCS or PARTNERSHIP determine that Provider has not performed satisfactorily. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6, Subsection A.12).)

12. Provider will hold harmless both the State and Members in the event PARTNERSHIP or, if applicable a Subcontractor or Downstream Subcontractor, cannot or will not pay for Covered Services ordered, referred, or rendered by Provider pursuant to this Agreement. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6, Subsections A.13) and B.18).)

13. Provider shall not bill a Member for Medi-Cal Covered Services. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6, Subsection A.14).)

14. PARTNERSHIP will inform Provider of prospective requirements added by federal or State law or DHCS related to the Medi-Cal Contract that impact obligations and functions undertaken

pursuant to the Agreement before the requirement is effective, and Provider agrees to comply with the new requirements within 30 calendar days of the effective date, unless otherwise instructed by DHCS. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6, Subsections A.15) and B.22).)

15. Provider must ensure that cultural competency, sensitivity, Health Equity, and diversity training is provided for Provider's staff at key points of contact with Members. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6, Subsections A.16) and B.24).)

16. Provider must provide interpreter services for Members and comply with language assistance standards developed pursuant to H&S Code section 1367.04. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6, Subsections A.17) and B.25).)

17. Provider must notify PARTNERSHIP, and Provider's Subcontractor or Downstream Subcontractor, within ten Working Days of any suspected Fraud, Waste, or Abuse and a provision that allows PARTNERSHIP to share such information with DHCS in accordance with Exhibit A, Attachment III, Subsection 1.3.2.D (Contractor's Reporting Obligations) and Subsection 1.3.2.D.6 (Confidentiality). (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6, Subsections A.18) and B.26).)

18. Network Provider must report to PARTNERSHIP, or PARTNERSHIP's Subcontractor or Downstream Subcontractor, when it has received an Overpayment; return the Overpayment to PARTNERSHIP, or PARTNERSHIP's Subcontractor or Downstream Subcontractor, within 60 calendar days of the date the Overpayment was identified; and notify PARTNERSHIP, or PARTNERSHIP's Subcontractor or Downstream Subcontractor, in writing of the reason for the Overpayment in accordance with Exhibit A, Attachment III, Subsection 1.3.6 (Treatment of Overpayment Recoveries) and 42 CFR section 438.608(d)(2). (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6, Subsections A.19) and B.27).)

19. The parties confirm Provider's right to all protections afforded to Provider under the Health Care Providers' Bill of Rights, as set forth in Health and Safety Code Section 1375.7, including, but not limited to, Provider's right to access PARTNERSHIP's dispute resolution mechanism and submit a grievance pursuant to Health and Safety Code Section 1367(h)(1). (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6, Subsection A.20).)

20. To the extent applicable, Provider must comply with 22 CCR sections 53866, 53220, and 53222 with regard to the submission and recovery of claims for services provided under the Medi-Cal Contract. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.3.6.)

21. Provider agrees to receive training from PARTNERSHIP and receive notice from PARTNERSHIP of any changes to PARTNERSHIP's Grievance and Appeals policies and procedures. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 4.6, Subsection I.)

22. Provider must maintain grievance logs that include all required information set forth in 42 CFR section 438.416 and 22 CCR section 53858(e). Provider must submit those grievance logs to PARTNERSHIP so PARTNERSHIP can meet its reporting obligations to DHCS. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 4.6.8, Subsection A.)

23. Provider agrees to comply with the network adequacy and network ratio requirements per the Medi-Cal Contract. In the event Provider fails to meet network adequacy standards as set forth in

APL 21-006, PARTNERSHIP shall impose a corrective action plan and issue sanctions. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 5.2.13, Subsection D.)

24. This Agreement and any amendment thereto will become effective only upon approval by DHCS in writing, or by operation of law where DHCS has acknowledged receipt of the Agreement, and has failed to approve or disapprove the proposed Agreement with sixty (60) calendar days of receipt, as set forth in in the Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.2, Subsection A.2).)

25. This Agreement and all information received from Provider in accordance with the requirements under the Medi-Cal Contract shall become public record on file with DHCS, except as specifically exempted in statute. The names of the officers and owners of Provider, stockholders owning more than 5 percent of the stock issued by Provider and major creditors holding more than 5 percent of the debt of Provider will be attached to the Agreement at the time the Agreement is presented to DHCS. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.12,; Welfare & Institutions Code 14452.)

26. Provider shall notify PARTNERSHIP and DHCS within ten (10) calendar days of discovery that any third party may be liable for reimbursement to PARTNERSHIP and/or DHCS for Covered Services provided to a Plan Member, such as for treatment of work related injuries or injuries resulting from tortious conduct of third-parties. Provider is precluded from receiving duplicate payments for Covered Services provided to Plan Members. If this occurs, Provider may not retain the duplicate payment. Once the duplicate payment is identified, Provider must reimburse PARTNERSHIP. If Provider fails to refund the duplicate payment, PARTNERSHIP may offset payments made to Provider to recoup the funds. (APL 21-007; Welfare & Institutions Code 14124.70 – 14124.791). Notice shall be provided to DHCS in accordance with Exhibit E, Provision 1.26, Subsection C of the Medi-Cal Contract.

27. Provider will immediately report to PARTNERSHIP the discovery of a security incident, breach or unauthorized access of Medi-Cal Member protected health information (as defined in 45 CFR 160.103) or personal information (as defined in California Civil Code Section 1798.29). (Medi-Cal Contract, Exhibit G.)

28. Provider agrees to provide PARTNERSHIP with the disclosure statement set forth in 22 CCR 51000.35, prior to commencing services under this Agreement. This Agreement and all information received from Provider in accordance with the subcontract requirements under the Medi-Cal Contract shall become public record on file with DHCS, except as specifically exempted in statute. The names of the officers and owners of Provider, stockholders owning more than 5 percent of the stock issued by Provider and major creditors holding more than 5 percent of the debt of Provider will be attached to the Agreement at the time the Agreement is presented to DHCS. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.12.)

29. Provider must be enrolled (and maintain enrollment) in the Medi-Cal Program through DHCS in accordance with its provider type. Provider shall provide verification of enrollment as well as a copy of the executed Medi-Cal Provider Agreement (DHCS Form 6208) between Provider and DHCS, if applicable. In the event PARTNERSHIP assisted Provider with the enrollment process, Provider consents to allow DHCS and PARTNERSHIP share information relating to the Provider application and eligibility, including but not limited to issues related to program integrity. Provider's enrollment documentation must be made available to DHCS, CMS or other authorized Governmental Agencies upon request. (APL 22-013; 42 CFR 438.602(b).)

30. Provider, and Provider's employees, officers and directors, shall comply with the conflict

of interest requirements set forth in Exhibit H of the Medi-Cal Contract. (Medi-Cal Contract, Exhibit H, Provision A.)

31. Provider must make available to Members the clinical criteria used in assessing Medical Necessity for Covered Services. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 2.3, Subsection E.)

32. Provider must have systems in place to track and monitor referrals requiring prior authorization and must furnish documentation of such referrals to PARTNERSHIP and DHCS upon request. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 2.3, Subsection H.)

33. Provider represents and warrants that Provider and its affiliates are not debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in nonprocurement activities under regulations issued under Executive Order No. 12549 or guidelines implementing Executive Order No. 12549. Further, Provider represents and warrants that Provider is not excluded from participation in any health care program under section 1128 or 1128A of the Social Security Act. (42 CFR 438.610.)

34. The parties acknowledge that this Agreement and any amendments thereof shall become effective only upon approval by DHCS. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.2.B and Subsection 3.1.6.B.4).)

35. Provider agrees that assignment or delegation of this Agreement and any related subcontract will be void unless prior written approval is obtained from DHCS. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6, Subsections B.5) and B.6).)

36. Provider will comply with all monitoring provisions in the Medi-Cal Contract and any monitoring requests by DHCS. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6, Subsection B.11).)

37. Provider shall notify DHCS in the event this Agreement is amended or terminated for any reason. Notice is considered given when properly sent via the United States Postal Service as first-class registered mail to the address listed below, or when sent via email to DHCS at the email address designated by DHCS. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6, Subsection B.17).)

Department of Health Care Services
Managed Care Operations Division
MS 4407
P.O. Box 997413
Sacramento, CA 95899-7413
Attention: DHCS Contract Manager

38. Provider must inform its subcontractors taking on delegated PARTNERSHIP functions of prospective requirements added by State or federal law or DHCS related to the Medi-Cal Contract that impact obligations and functions undertaken through the subcontract before the requirement would be effective, and the subcontractors must comply with the new requirements within 30 calendar days of the

effective date, unless otherwise instructed by DHCS. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6, Subsection B.23).)

39. Provider agrees and acknowledges that DHCS is a direct beneficiary of the Agreement with respect to all obligations and functions undertaken pursuant to this Agreement and that DHCS may directly enforce any and all provisions of the Agreement. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6, Subsection B.29).)

40. Provider agrees that in the event Provider delegates its duties under this Agreement to a third party, the third party will be a Downstream Subcontractor. Provider must enter into a written agreement with the Downstream Subcontractor and ensure the written agreement contains the provisions set forth in this Exhibit and all other requirements under the Agreement and the Medi-Cal Contract that are applicable to the specific obligations and functions that Provider delegates to the Downstream Subcontractor. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6, Subsection B).)

41. Provider agrees to all remedies specified by the Agreement and the Medi-Cal Contract, including, but not limited to, revocation of delegated functions, imposition of corrective actions, and imposition of financial sanctions, in instances where DHCS or PARTNERSHIP determine Provider has not performed satisfactorily. Provider acknowledges that PARTNERSHIP must, upon discovery of Provider's noncompliance with the terms of the Agreement or any Medi-Cal requirements, report any significant instances (i.e., in terms of gravity, scope and/or frequency) of noncompliance, imposition of corrective actions, or financial sanctions pertaining to the obligations under the Medi-Cal Contract to DHCS within three Working Days of the discovery or imposition. (DHCS APL 23-006.)

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EXHIBIT 1
PROVIDER OR PROVIDER GROUP DELEGATION AGREEMENT

(intentionally left blank unless provider is delegated for ECM services)

Providers delegated will be required to execute a separately attached Delegation Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: _____
DeNeese Parker, Social Services Director

Date: 6/11/25

Budgeted: Yes
Budget Unit: 0446
Line Item: 82-5490
Org/Object Code: VRCalAIM
Grant: No
Grant No.: 'N/A'

COUNTY OF MENDOCINO

By: _____
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: 07/29/2025

ATTEST:
DARCIE ANTLE, Clerk of said Board

By: _____
Deputy 07/29/2025

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: _____
Deputy 07/29/2025

INSURANCE REVIEW:

By: _____
Risk Management

Date: 06/11/2025

CONTRACTOR/COMPANY NAME

By: _____
Sonja Bjork, Chief Executive Officer

Date: _____

NAME AND ADDRESS OF CONTRACTOR:

Partnership HealthPlan of California
4665 Business Center Drive
Fairfield, CA 94534
800-863-4155
nonprovidercontracting@partnershiphp.org

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: _____
COUNTY COUNSEL

Date: 06/11/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
Deputy CEO or Designee

Date: 06/11/2025

Signatory Authority: $0-25,000 Department; $25,001- 50,000 Purchasing Agent; **$50,001+ Board of Supervisors**
Exception to Bid Process Required/Completed ☐ N/A
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: State Entity

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3ay)

To: BOARD OF SUPERVISORS

From: Transportation

Meeting Date: July 29, 2025

Department Contact:	Howard N. Dashiell	**Phone:**	707-463-4363
Department Contact:	Amber Fisette	**Phone:**	707-463-4363

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Adoption of Resolution Approving Agreement (Department of Transportation Agreement Number 250025) with GeoLogic Associates, Inc., in the Amount of $323,961, for the Term Beginning Upon Execution of the Agreement through June 30, 2027, for Construction Management and Construction Quality Assurance Services for Closure of the South Coast Landfill, and Authorizing the Director of Transportation to Sign Any and All Amendments to the Agreement Not Exceeding $32,396 (Gualala Area)

Recommended Action/Motion:
Adopt Resolution approving Agreement (Department of Transportation Agreement Number 250025) with GeoLogic Associates, Inc., in the amount of $323,961, for the term beginning upon execution of the Agreement through June 30, 2027, for construction management and construction quality assurance services for closure of the South Coast Landfill, and authorizing the Director of Transportation to sign any and all amendments to the Agreement not exceeding $32,396 (Gualala Area); and authorize Chair to sign same.

Previous Board/Board Committee Actions:
By Resolution No. 11-170 (December 6, 2011), the Board of Supervisors (BOS) approved Department of Transportation (DOT) Agreement No. 110087 (BOS Agreement No. 11-151), Professional Services Agreement with SWT Engineering, Inc. (SWT), for Preparation of Construction Plans, Specifications and Estimates for the Final Closure of South Coast Landfill. By Resolution No. 16-055 (May 3, 2016), the BOS approved DOT Agreement No. 160046 (BOS Agreement No. 16-019), with SWT for design modifications and updating of the Final Closure Post Closure Maintenance Plan (FCPCMP) and Report of Waste Discharge (ROWD) for the South Coast Landfill. By Resolution No. 21-193 (December 14, 2021), the BOS approved DOT Agreement No. 210060 (BOS Agreement No. 21-230), Professional Services Agreement with GeoLogic Associates, Inc., for Construction Management (CM) and Construction Quality Assurance (CQA) services for final closure of South Coast Landfill. By Resolution No. 25-102 (June 3, 2025), the BOS approved DOT Agreement No. 250026 (BOS Agreement No. 25-074), Professional Services Agreement with SWT for engineering support services for the final closure of South Coast Landfill.

Summary of Request:
South Coast Landfill is an inactive solid waste disposal site (ceased fill operations in 2000). The updated Final Closure/Post-Closure Maintenance Plan was approved by CalRecycle in February 2024. Closure waste

discharge requirements were issued by the North Coast Regional Water Quality Control Board in July 2021. Previously, GeoLogic Associates, Inc. (GLA), was under contract to perform construction management (CM) and construction quality assurance (CQA) services when the project was bid twice, in 2022 and 2023; however, all bids were rejected due to being over budget both times and the Agreement with GLA expired. Now with more funding, the project will be advertised for construction in 2026 and will require the services of a qualified engineering firm to perform CM and CQA services. A separate agreement for construction engineering support services was awarded to SWT, the design engineer, during the BOS meeting on June 3, 2025. Requests for proposals were mailed to prospective engineering consultants on May 7, 2025, with three proposals being received and evaluated with GeoLogic Associates, Inc., being the selected consultant. DOT Agreement No. 250025 provides for CM and CQA services by GeoLogic Associates, Inc., Inc. for final closure of the South Coast Landfill. In order to facilitate timely completion of work, DOT believes it is prudent to request a 10% contingency in the amount of $32,396 for unforeseen additional work that may need to be performed and authorize the Director of Transportation to sign any and all amendments up to that amount.

Alternative Action/Motion:
Do not approve DOT Agreement No. 250025 and do not complete final closure to be in compliance with state law.

Strategic Plan Priority Designation: A Safe and Healthy County

Supervisorial District: District 5

Vote Requirement: Majority

Supplemental Information Available Online At:
<https://www.mendocinocounty.gov/departments/transportation/rfps-rfqs-projects-to-bid>

Fiscal Details:

source of funding: 4511
current f/y cost: $200,000
budget clarification: Funds are available in landfill closure fund to cover the entire cost of Agreement.
annual recurring cost: Remaining cost will be budgeted and expended in FY 26/27.
budgeted in current f/y (if no, please describe): Yes
revenue agreement: No

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: No

CEO Liaison: Steve Dunnicliff, Deputy CEO

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk
Date: July 29, 2025

Final Status: **Adopted**
Executed Item Type: Resolution
Number: 25-131
Executed Item Type: Agreement
Number: 25-139

RESOLUTION NO. 25-131

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS APPROVING DEPARTMENT OF TRANSPORTATION AGREEMENT NUMBER 250025 WITH GEOLOGIC ASSOCIATES, INC., IN THE AMOUNT OF $323,961, FOR THE TERM BEGINNING UPON EXECUTION OF THE AGREEMENT THROUGH JUNE 30, 2027, FOR CONSTRUCTION MANAGEMENT AND CONSTRUCTION QUALITY ASSURANCE SERVICES FOR CLOSURE OF THE SOUTH COAST LANDFILL, AND AUTHORIZING THE DIRECTOR OF TRANSPORTATION TO SIGN ANY AND ALL AMENDMENTS TO THE AGREEMENT NOT EXCEEDING $32,396 (GUALALA AREA)

WHEREAS, South Coast Landfill is an inactive solid waste disposal site in Gualala, California, which ceased fill operations in 2000, and is in need of final closure; and

WHEREAS, by Resolution No. 11-170 (December 6, 2011), the Board of Supervisors (BOS) approved Department of Transportation (DOT) Agreement No. 110087 (BOS Agreement No. 11-151), Professional Services Agreement with SWT Engineering, Inc. (SWT), for Preparation of Construction Plans, Specifications and Estimates for the Final Closure of South Coast Landfill; and

WHEREAS, by Resolution No. 16-055 (May 3, 2016), the BOS approved DOT Agreement No. 160046 (BOS Agreement No. 16-019), with SWT for design modifications and updating of the Final Closure Post Closure Maintenance Plan (FCPCMP) and Report of Waste Discharge (ROWD) for the South Coast Landfill; and

WHEREAS, Mendocino County has received final approval from necessary regulatory agencies to proceed with final closure construction; and

WHEREAS, by Resolution No. 25-102 (June 3, 2025), the BOS approved DOT Agreement No. 250026 (BOS Agreement No. 25-074), Professional Services Agreement with SWT Engineering, Inc., for engineering support services for final closure of South Coast Landfill; and

WHEREAS, a request for proposals was issued for construction management and construction quality assurance services for final closure of South Coast Landfill; and

WHEREAS, Geo-Logic Associates was determined to be the best qualified firm to perform the services and has agreed to provide the desired services for the amount of $323,961; and

WHEREAS, DOT believes it is prudent to budget a 10% contingency amount of $32,396 for unforeseen additional work that may need to be performed under DOT Agreement Number (No.) 250025, and authorize the Director of Transportation to execute amendments up to the contingency amount, so as to allow for timely work.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors hereby:

1. Approves DOT Agreement No. 250025, with Geo-Logic Associates, in the amount of $323,961, for the term beginning upon execution of the Agreement through June 30, 2027, for construction management and construction quality assurance services for final closure of South Coast Landfill; and

2. Approves a 10% contingency amount of $32,396 for unforeseen additional work that may need to be performed under DOT Agreement Number (No.) 250025.

3. Authorizes the Director of Transportation or his designated representative to sign any and all amendments to this agreement that will not result in an increased cost beyond the amounts specified above.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Norvell, and carried this 29th day of July 2025, by the following vote:

AYES: Supervisors Cline, Mulheren, Haschak, Norvell, and Williams
NOES: None
ABSENT: None

WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

ATTEST: DARCIE ANTLE
Clerk of the Board

Deputy

JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

BY: DARCIE ANTLE
Clerk of the Board

Deputy

APPROVED AS TO FORM:
CHARLOTTE E. SCOTT
County Counsel

DOT AGREEMENT #___250025
BOS AGREEMENT #__25-139___

PROFESSIONAL SERVICES AGREEMENT WITH GEOLOGIC ASSOCIATES, INC., IN THE AMOUNT OF $323,961, FOR THE TERM BEGINNING UPON EXECUTION OF THE AGREEMENT THROUGH JUNE 30, 2027, FOR CONSTRUCTION MANAGEMENT AND CONSTRUCTION QUALITY ASSURANCE SERVICES FOR SOUTH COAST LANDFILL FINAL CLOSURE

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and GeoLogic Associates, Inc., a California Corporation, hereinafter referred to as the "CONSULTANT".

WITNESSETH

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONSULTANT for its construction management and construction quality assurance services for South Coast Landfill final closure construction; and,

WHEREAS, CONSULTANT is willing to provide such services on the terms and conditions set forth in this Agreement and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONSULTANT to provide the services described in Exhibit A, and CONSULTANT accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Mendocino County ePayables Information
Exhibit E	Department of Industrial Relations Compliance with SB 854

The term of this Agreement shall be from the date this Agreement becomes fully executed by all parties (the "Effective Date"), and shall continue through June 30, 2027.

The compensation payable to CONSULTANT hereunder shall not exceed Three Hundred Twenty-Three Thousand Nine Hundred Sixty-One Dollars ($323,961) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Howard N. Dashiell
HOWARD N. DASHIELL, Director
TRANSPORTATION

Date: 7/2/2025

Budgeted: ☒ Yes ☐ No

Budget Unit: 4511

Line Item: 862189

Org/Object Code: LC

Grant: ☐ Yes ☒ No

Grant No.: N/A

COUNTY OF MENDOCINO

By: John Haschak
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: 07/29/2025

ATTEST:
DARCIE ANTLE, Clerk of said Board

By: Deputy 07/29/2025

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: Deputy 07/29/2025

INSURANCE REVIEW:

By: Darcie Antle
Risk Management

Date: 07/02/2025

CONSULTANT/COMPANY NAME

By: John M Hower
SIGNATURE John M. Hower, Senior VP

Date: July 3, 2025

NAME AND ADDRESS OF CONSULTANT:

GeoLogic Associates

775 Baywood Drive, Suite 305

Petaluma, California 94954

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By:
COUNTY COUNSEL

Date: 07/02/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By:
Deputy CEO or Designee

Date: 07/02/2025

Signatory Authority: $0-25,000 Department; $25,001- 50,000 Purchasing Agent; **$50,001+ Board of Supervisors**
Exception to Bid Process Required/Completed ☐ _____
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: _____

GENERAL TERMS AND CONDITIONS

1. INDEPENDENT CONTRACTOR: No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONSULTANT is an Independent Contractor. CONSULTANT is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONSULTANT nor for any obligations or liabilities incurred by CONSULTANT.

   CONSULTANT shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

   CONSULTANT shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of CONSULTANT's failure to pay such amounts.

   In carrying out the work contemplated herein, CONSULTANT shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

   CONSULTANT does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and COUNTY laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the COUNTY agency concerned.

   Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONSULTANT is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONSULTANT, withhold from payments to CONSULTANT hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. INDEMNIFICATION: To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), CONSULTANT shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the CONSULTANT's performance or its obligations under this Agreement, unless arising out of the sole negligence or willful misconduct of COUNTY. "CONSULTANT's performance" includes CONSULTANT's action or inaction and the action or inaction of CONSULTANT's officers, employees, agents and subcontractors.

3. INSURANCE AND BOND: CONSULTANT shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.

4. WORKERS' COMPENSATION: CONSULTANT shall provide Workers' Compensation insurance, as applicable, at CONSULTANT's own cost and expense and further, neither the CONSULTANT nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

   CONSULTANT affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONSULTANT further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONSULTANT shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONSULTANT shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractors' employees.

5. CONFORMITY WITH LAW AND SAFETY:

   a. In performing services under this Agreement, CONSULTANT shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONSULTANT shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONSULTANT's failures to comply with such laws, ordinances, codes and regulations.

   b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with CONSULTANT's performance of this

Agreement, CONSULTANT shall immediately notify Mendocino County Risk Manager's Office by telephone. CONSULTANT shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONSULTANT's sub-contractor, if any; (3) name and address of CONSULTANT's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.

c. CONSULTANT further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.

6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONSULTANT as provided in Exhibit B hereto as funding permits.

If COUNTY over pays CONSULTANT for any reason, CONSULTANT agrees to return the amount of such overpayment to COUNTY, or at COUNTY's option, permit COUNTY to offset the amount of such overpayment against future payments owed to CONSULTANT under this Agreement or any other Agreement.

In the event CONSULTANT claims or receives payment from COUNTY for a service, reimbursement for which is later disallowed by COUNTY, State of California or the United States Government, the CONSULTANT shall promptly refund the disallowance amount to COUNTY upon request, or at its option COUNTY may offset the amount disallowed from any payment due or that becomes due to CONSULTANT under this Agreement or any other Agreement.

All invoices, receipts, or other requests for payment under this contract must be submitted by CONSULTANT to COUNTY in a timely manner and consistent with the terms specified in Exhibit B. In no event shall COUNTY be obligated to pay any request for payment for which a written request for payment and all required documentation was first received more than six (6) months after this Agreement has terminated, or beyond such other time limit as may be set forth in Exhibit B.

7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONSULTANT.

8. OWNERSHIP OF DOCUMENTS: CONSULTANT hereby assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports

and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONSULTANT, the CONSULTANT's subcontractors or third parties at the request of the CONSULTANT (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONSULTANT shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONSULTANT agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONSULTANT hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONSULTANT's services as set forth in Exhibit A of this Agreement have been fully performed or paid for.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. CONFLICT OF INTEREST: The CONSULTANT covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.

10. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on

the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: Mendocino County Department of Transportation
340 Lake Mendocino Drive
Ukiah, CA 95482
Attn: Alex Straessle

To CONSULTANT: Geo-Logic Associates
775 Baywood Drive, Suite 305
Petaluma, California, 94954
ATTN: Richard Mitchell

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. USE OF COUNTY PROPERTY: CONSULTANT shall not use COUNTY property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.

12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONSULTANT certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.

a. CONSULTANT shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.

b. CONSULTANT shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.

c. If requested to do so by the COUNTY, CONSULTANT shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.

d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.

e. The CONSULTANT shall include the provisions set forth in this paragraph in each of its subcontracts.

13. DRUG-FREE WORKPLACE: CONSULTANT and CONSULTANT's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONSULTANT nor CONSULTANT's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONSULTANT or any employee of CONSULTANT is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a COUNTY facility or work site, the CONSULTANT, within five days thereafter, shall notify the head of the COUNTY department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

14. ENERGY CONSERVATION: CONSULTANT agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).

15. COMPLIANCE WITH LICENSING REQUIREMENTS: CONSULTANT shall comply with all necessary licensing requirements and shall obtain appropriate licenses. To the extent required by law, CONSULTANT shall display licenses in a location that is reasonably conspicuous. Upon COUNTY's request, CONSULTANT shall file copies of same with the County Executive Office.

CONSULTANT represents and warrants to COUNTY that CONSULTANT and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

16. AUDITS; ACCESS TO RECORDS: The CONSULTANT shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONSULTANT.

The CONSULTANT shall maintain full and adequate records in accordance with COUNTY requirements to show the actual costs incurred by the CONSULTANT in the performance of this Agreement. If such books and records are not kept and maintained by CONSULTANT within the County of Mendocino, California,

CONSULTANT shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or CONSULTANT shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONSULTANT's books and records, including, but not limited to, travel, lodging and subsistence costs. CONSULTANT shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONSULTANT shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONSULTANT with respect to this Agreement are closed, whichever is later.

17. DOCUMENTS AND MATERIALS: CONSULTANT shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONSULTANT's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONSULTANT shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONSULTANT under this Agreement.

18. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

19. TERMINATION: The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONSULTANT without cause at any time upon giving to the CONSULTANT notice. Such notice shall be in writing and may be issued by any COUNTY officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors. In the event that the COUNTY should abandon, terminate or suspend the CONSULTANT's work, the CONSULTANT shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONSULTANT for its construction management and quality control assurance services shall not exceed $323,961 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

20. NON-APPROPRIATION: If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set

forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONSULTANT. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONSULTANT prior to CONSULTANT's receipt of the termination notice.

21. CHOICE OF LAW: This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

22. VENUE: All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.

23. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

24. ADVERTISING OR PUBLICITY: CONSULTANT shall not use the name of COUNTY, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.

25. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire Agreement between COUNTY and CONSULTANT relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other Agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.

26. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.

27. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual Agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.

28. ASSURANCE OF PERFORMANCE: If at any time the COUNTY has good objective cause to believe CONSULTANT may not be adequately performing its obligations under this Agreement or that CONSULTANT may fail to complete the Services as required by this Agreement, COUNTY may request from CONSULTANT prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONSULTANT's performance. CONSULTANT shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONSULTANT acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.

29. SUBCONTRACTING/ASSIGNMENT: CONSULTANT shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.

    a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any Agreement that violates this Section shall confer no rights on any party and shall be null and void.

    b. Only the department head or his or her designee shall have the authority to approve subcontractor(s).

    c. CONSULTANT shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any Agreement between CONSULTANT and its subcontractors.

30. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.

31. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

32. INTELLECTUAL PROPERTY WARRANTY: CONSULTANT warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONSULTANT PRODUCTS") to be provided by CONSULTANT in the performance of this Agreement, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONSULTANT hereby grants to COUNTY, or

represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONSULTANT PRODUCTS to the extent reasonably necessary to use the CONSULTANT PRODUCTS in the manner contemplated by this Agreement.

CONSULTANT further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONSULTANT PRODUCTS provided to COUNTY under this Agreement infringe any patent, copyright, trademark or other proprietary right. In the event that any third party asserts a claim of infringement against the COUNTY relating to a CONSULTANT PRODUCT, CONSULTANT shall indemnify and defend the COUNTY pursuant to Paragraph 2 of this Agreement.

In the case of any such claim of infringement, CONSULTANT shall either, at its option, (1) procure for COUNTY the right to continue using the CONSULTANT Products; or (2) replace or modify the CONSULTANT Products so that that they become non-infringing, but equivalent in functionality and performance.

33. ELECTRONIC COPIES: The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.

34. COOPERATION WITH COUNTY: CONSULTANT shall cooperate with COUNTY and COUNTY staff in the performance of all work hereunder.

35. PERFORMANCE STANDARD: CONSULTANT shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in CONSULTANT's profession. COUNTY has relied upon the professional ability and training of CONSULTANT as a material inducement to enter into this Agreement. CONSULTANT hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood that acceptance of CONSULTANT's work by COUNTY shall not operate as a waiver or release. If COUNTY determines that any of CONSULTANT's work is not in accordance with such level of competency and standard of care, COUNTY, in its sole discretion, shall have the right to do any or all of the following: (a) require CONSULTANT to meet with COUNTY to review the quality of the work and resolve matters of concern; (b) require CONSULTANT to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.

36. ATTORNEYS' FEES: In any action to enforce or interpret the terms of this Agreement, including but not limited to any action for declaratory relief, each

party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

CONSULTANT shall provide the following services:

Task 1 Project Management

1.1 Project Initiation and Work Plan

The objective of this Subtask is to set up the project and to prepare a project-specific Work Plan. Work will include:

- Construction Document Review and Forms. As part of this task, Consultant will complete an internal review of the construction documents and prepare sets of documents and field forms that will be used and maintained by the field staff for the duration of this project.
- Permits and CEQA Mitigation Requirements. Work under this task will include review of applicable state and federal permits and an assessment of whether all permit-required items have been addressed. The work will also include an evaluation of existing CEQA Mitigation Requirements and an assessment of special project provisions that may need to be incorporated into the project. The results of this analysis will be included in the Project Work Plan that is described below.
- Identification of Utilities and Right-of-Way. Work under this task will include review of County records to assess whether right-of-way agreements that could affect the work are in place between adjacent property owners and the County. A utility survey will also be performed using County records to identify known utilities that potentially could affect the project.
- Project Work Plan. The Project Work Plan will include project goals and objectives, roles and responsibilities, a communication plan, project controls, scope and deliverables, schedule and budget, and Quality Control Plan. The Project Work Plan will include project authority, communications, and project documentation including the items listed in the RFP. The Work Plan will also include the results of the permit, CEQA, utility, and right-of-way evaluations described above.

1.2 Project Meetings

Meetings for this project are:

- Kick-Off Meeting. Consultant will coordinate and schedule a kick-off meeting with the County to summarize the results of their data review; introduce their project team; summarize their standard field procedures; identify contingencies for various conditions and/or situations that may be encountered during construction; and identify County requirements, procedures, or concerns that should be addressed during the project. Consultant will prepare an agenda for the meeting, record the meeting attendees, and prepare meeting minutes within one week. The kick-off meeting will include a site tour with principal project and County personnel.

- Pre-Bid Meeting. Work under this task will include attending and leading the pre-bid meeting at the project site. As part of this task, Consultant will prepare an agenda and other necessary materials (if any) and provide them to the County for review at least five days prior to the meeting.
- Preconstruction Meeting. This task will include preparing an agenda and leading the preconstruction meeting with the County and the Contractor that is selected for the work. The location of the meeting will be at an arranged location or by video conference, and Consultant will provide the agenda to meeting participants at least five days prior to the meeting. The design engineer will also be invited. Information to be provided at the meeting will include final construction-ready Plans, Specifications, and the CQA Plan if these documents have been modified in any way since the contract was awarded. Typical preconstruction meeting agenda items include:
    - Parties to the Project and Principal Contacts
    - Project Documents and Special Requirements
    - Project Schedule
    - Project Health and Safety
    - Submittals and Requests for Information (RFIs)
    - Change Orders and Invoicing Procedures
    - Site Requirements and Hours of Operation
    - Contractor Operations
    - Project Surveys
    - Construction Meetings
    - Additional Items

Consultant will compile a list of attendees and prepare draft and final meeting notes within one week following the meeting.

- Weekly Construction Meetings. Work includes scheduling, chairing, and documenting weekly meetings. Depending on the work being performed, the meetings will be held on site or by video conference. Meeting participants are expected to include the County, Consultant management and field CQA representatives, and the Contractor (and subcontractors as appropriate). Regulatory agency personnel may also be invited, if appropriate. Typical weekly meeting agenda items include:
    - Project Health and Safety
    - Change Orders
    - Materials and Submittals
    - Field and Laboratory Testing
    - Previous Work Performed and Planned (3-Week Look Ahead)
    - Contractor RFIs and Requests for Clarification
    - Project Schedule and Contract Compliance
    - Other Items

Draft meeting minutes will be circulated to the project team following the meeting and will then be finalized following review and transmitted to project team members

1.3 Project Schedule and Budget Management

Project management work performed under this subtask will include the following work items and elements:

- Managing the Project Schedule. This work will include obtaining an initial project schedule from the Contractor and ensuring that it is updated as needed during the project. The project schedule will be a regular agenda item to be addressed and updated as needed at each meeting. Consultant will proactively manage the project schedule to ensure the critical path items such as utility coordination, submittal reviews, material deliveries, and potentially conflicting work items are identified and addressed by project participants as soon as practicable. The updated schedule will be published with the weekly meeting minutes.
- Managing and Administrating the Project Budget. This work includes managing the project costs through timely and thorough reviews of the Contractor's payment requests. This review will include assessment of the Contractor's Prevailing Wage Certified Payroll documentation. On completion of this evaluation, Consultant will provide the County a recommendation regarding payment and contract compliance. This evaluation will include a written summary of work completed, the monthly invoice amount, the total amount spent to date, and the remaining budget. The work will also include monthly Consultant and Consultant subcontractor invoicing, with each invoice accompanied by a summary of work performed during the period, the invoice amount, total amount spent to date, and remaining budget.

1.4 Prevailing Wage Labor Compliance

Work under this task will include reviewing: (i) the Contractor's and any Consultant subcontractor's certified payroll records for compliance with prevailing wage requirements; (ii) field labor compliance and EEO interview that will be performed by County staff; and (iii) monitoring the Contractor's apprenticeship programs to verify compliance with state and federal laws.

1.5 Weekly Status Reports

Work under this subtask will be preparing Weekly Status Reports to the County that will provide information needed for the County to assess project performance, schedule, and budget. The reports will provide summaries by task that address problems encountered, percent of services completed, schedule, issues currently being addressed, and other items that may be significant.

Task 2 Engineering Services During Construction

2.1 Surveying and Survey Review

Work under this subtask will include:

- Survey Control. Consultant will establish at least one benchmark and primary control points (if necessary) outside the limits of the work area. The benchmark will include an embedded steel rod and cap that will be set in pavement outside of trafficked areas. The benchmark horizontal datum will be NAD 83 and the vertical control will be NAVD 88. Coordinates will be provided in a north latitude/west longitude and in California State Plane Zone 2 coordinates.
- Survey Review. This work will include review of the Contractor's survey submittals (including the Digital Terrain Model) for consistency with the specifications, accuracy, and compliance with the project requirements.
- Survey Verification. This work will include survey verifications, if necessary, or as requested by the County.

2.2 Permits, CEQA, Utility, and Rights-of-Way Coordination

The purpose of this task is to monitor the construction work to verify that the permit, CEQA, and right-of-way requirements identified in Subtask 1.1 have been addressed. The work will also include coordination of utilities if necessary. This work will be implemented by regular inspections, review of contractor-provided documentation, or other methods that may be applicable and relevant.

2.3 Submittal Review

Work under this task will include review and approval of Contractor submittals for the project. Consultant will prepare a submittal log to ensure that all required submittals are provided, reviewed, revised as necessary, and approved. For the purposes of submittal review, Consultant will use their standard review and documentation forms unless alternative forms are required and provided by the County.

All submittals and submittal correspondence will be retained in the project file and approved submittals will be compiled in the Draft Construction Certification Report that will be prepared concurrently with the construction project. Material submittals that do not strictly meet a Technical Specification but appear to meet the intent of the specification will be reviewed and approved by the Engineer before acceptance. Consultant will also notify the NCRWQCB if any materials that fall into this category are tentatively approved for use to obtain staff input and concurrence before final acceptance.

2.4 Construction Inspection and Management

Work under this task will include:

- Photo documentation to record preconstruction conditions for the project site and adjacent properties.
- Maintaining a photo log for construction, including descriptions of the work being

performed.

- Daily inspections and preparation of construction daily reports.
- Perform special inspections of the Contractor's work.
- Assisting the County with the interpretation of plans and specifications.
- Assisting the County with negotiating and preparing Change Orders.
- Maintaining records to assess Contractor claims for extra work.

Additional information regarding the daily construction inspections and photo logs is summarized under Task 3.1 below.

Task 3 CQA Plan Implementation (Task 3)

3.1 CQA Field Monitoring

Work under this task will include providing all labor and equipment required to complete the scope of CQA monitoring and testing services identified in the RFP, CQA Plan, and Technical Specifications for the project. Principal activities associated with this task are summarized below.

General Earthwork Monitoring and Testing

General earthwork performed by the Contractor will be observed, tested, and documented by Consultant field CQA personnel in accordance with the CQA Plan and Technical Specification requirements. Field CQA personnel will collect samples and ship them to the geotechnical testing laboratory for index property (classification and grain size analysis) and compaction testing at no less than the frequency listed in the CQA Plan for the project. The anticipated numbers of these tests are identified in the cost tables included with this proposal.

The field moisture and density will be tested using calibrated and properly maintained nuclear density gauges (density gauge calibration and maintenance certifications will be included in a Certification Report appendix) at no less than the frequency specified by the construction documents. Additional tests may be performed at the discretion of the CQA Monitor or at the request of the contractor. The nuclear density tests will be confirmed by field sand cone or drive tube samples and by moisture content by oven or microwave methods.

All nuclear gauge and associated confirmation test results will be entered into final, "report-ready" spreadsheets that will be updated each day that data are collected or available. Field forms will similarly be scanned, archived, and added to the draft Certification Report that will be continuously compiled during the project.

Observations and Testing During Geosynthetic Deployment

Principal CQA activities associated with geosynthetic material delivery, deployment, installation, and testing will include:

- Review of initial contractor submittals for compliance with the Project Specifications.

- Geosynthetic material conformance sample collection and laboratory testing in accordance with the CQA Plan and Technical Specifications.
- Identification of field destructive seam test locations, observation of seam sample collection by the Contractor, seam sample shipment, seam sample laboratory testing, and review of the seam sample test results.
- Observation and documentation of the Contractor's installation and quality control procedures.

Consultant will independently record all the information recorded by the Contactor regarding quality control tests, panel layout, inventory control, and field seam test results, field seam identifications, and related information. This independent information may be used to resolve record discrepancies, quantities, or other questions at the end of the project. As summarized in more detail under Task 2.5 (Field Documentation), the field records will be reviewed, approved, and added to the Draft Construction Certification Report as each portion of the work is completed.

Field Documentation

In addition to CQA field forms and documentation, all field CQA personnel will maintain a Daily Field Report (DFR) during each day they are on the site. Each DFR will provide a narrative summary of the work performed, relevant observations, site visitors, unusual occurrences, contractor hours, equipment used, and related information. In addition to the DFR, each CQA Monitor will compile a digital photographic record each day. These photographs will be archived by date and the photograph file name will include a descriptor of the work shown. Selected and representative photographs that show the work performed during the day will be appended to the DFR and will include a caption that describes what it shows and its significance to the project. The field forms will be signed and dated each day.

At the end of every working day, the CQA Monitor will collect the field forms and review them for completeness and/or discrepancies that may require immediate attention. The CQA Monitor will also be responsible for updating and maintaining the running summary and final "report-ready" documentation of field and laboratory test data and results. At the end of each week, the CQA Monitor will transmit the compiled DFRs and report-ready field forms to the CQA Engineer for final review, approval, and signature.

3.2 Material Sampling and Laboratory Testing

Laboratory testing for this project will include:

- Soil laboratory testing, including index properties and compaction characteristics.
- Geosynthetic conformance tests.
- Destructive testing of geomembrane seams.

The geosynthetic conformance tests will be performed by TRI. As part of its scope of work, TRI will provide in-plant sampling and shipping of actual materials used for the project. In this manner, the conformance test results will be available much earlier than if the materials were manufactured, delivered to the site, sampled, shipped to the laboratory, and then tested. The

laboratory test methods and test frequencies are summarized in the cost tables included with this proposal.

3.3 Other Material Testing

This subtask is reserved for testing of other materials associated with landfill improvements that are outside of those required in the CQA Plan. These tests may include:

- Compaction testing.
- Gradation and sand equivalent.
- Asphalt concrete temperature monitoring.
- Hot mix asphalt core density.
- Concrete compressive strength.

Task 4 Construction Certification Report

The objective of this task is to prepare a thorough Construction Certification Report that is complete, correct, and that will be easy for the NCRWQCB to review and approve. The report will be signed and stamped by the CQA Officer for the project and will include a summary narrative describing the construction activities, CQA activities, identifying relevant project personnel and onsite schedules, including a discussion of all required quality assurance and quality control testing (procedures, protocols, required and actual testing frequencies, failed tests, procedures to correct failed areas, documentation of re- tests, etc.), discussion of design clarifications or changes. Relevant project documentation will be appended to the report and will include:

- Appendix A - Project Correspondence.
- Appendix B - Construction Documents (Plans, Specifications, CQA Plan).
- Appendix C - Daily Field Reports and Photographs.
- Appendix D - Material Submittals.
- Appendix E – Soil and Geosynthetic Laboratory Testing Results.
- Appendix F – Field Monitoring and Testing Documentation.
- Appendix G – Record Drawings (As-Built Drawings).

The Certification Report will include a signed and stamped certification by a licensed California professional that the project was constructed in general accordance with the permitted design and any approved revisions. A Draft Construction Certification Report meeting the requirements of Title 27 CCR will be submitted to the County for review. After County review and approval, Consultant will prepare and deliver four copies of the Final Construction Certification Report to the County for submittal to the NCRWQCB.

Task 5 Project Closeout

Work under this task will include assisting the County, as requested, with postconstruction-related tasks such as:

- Performing final observation of the project upon completion and providing written certification of substantial conformity with construction documents.
- Collecting all written warranties provided by vendors, manufacturers, and Contractor.
- Verifying final quantities and preparing a final estimate for the work.
- Evaluating and documenting significant changes in quantities.
- Evaluation of liquidated damages if any.
- Preparing other estimates, summaries, claims evaluations, or other documentation that may be requested.
- Providing the original project records.
- Assisting the County with dispute resolution.

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

1. CONSULTANT shall be compensated on a time-and-expense basis not-to-exceed Three Hundred Twenty-Three Thousand Nine Hundred Sixty-One Dollars ($323,961), in accordance with the Cost Estimate, included as Attachment 1 to Exhibit B, to this Agreement. This fee shall not be exceeded without the prior written authorization from COUNTY. Unit rates stated in Cost Estimate, included in Attachment 1 to Exhibit B include, without limitation, salary, fringe benefits, overhead, and profit and shall not be billed separately.
2. The labor rates listed in Attachment 1 to Exhibit B shall remain constant for the term of the Agreement, with the exception of staff positions subject to California Prevailing Wage determinations; in the case of an increase in California prevailing wage rates, the billing rates for any positions subject to those increases may be adjusted by the amount of the corresponding prevailing wage rate increase.
3. COUNTY shall pay CONSULTANT for all work requested upon the satisfactory completion of said work.
4. CONSULTANT 's statement of charges shall be submitted to COUNTY on a monthly basis, during months when work is performed.
5. Payments for work completed by CONSULTANT will be made by COUNTY within 30 days of receipt of CONSULTANT 's invoice.

ATTACHMENT 1 TO EXHIBIT B

COST ESTIMATE

The estimated fee for this scope of services is $323,961. A detailed breakdown is provided in Tables 1-3 below. This cost estimate is for budget purposes and all work performed will be invoiced on a time-and-materials, not-to-exceed basis, based on actual staff providing the service, using the current approved rates. The overall budget will not be exceeded without prior approval from COUNTY. Mileage and per diem will be billed at the current approved federal rates. Reimbursable charges will be invoiced as indicated in Tables 1-3 below.

Table 1
TOTAL ESTIMATED CONSTRUCTION MANAGEMENT AND CONSTRUCTION QUALITY ASSURANCE COSTS
South Coast Landfill Final Closure Project

TASK 1 CONSTRUCTION AND PROJECT MANAGEMENT		
Subtask 1.1 Contacts, Data, and Forms		See Note 1
Subtask 1.2 Project Initiation and Work Plan	$	8,110.00
Subtask 1.3 Project Meetings	$	38,770.00
Subtask 1.4 Project Schedule and Budget Management	$	6,500.00
Subtaks 1.5 Prevailing Wage and Labor Compliance	$	8,776.67
Subtask 1.6 Weekly Status Reports	$	8,186.67
Task 1 Subtotal	**$**	**70,343.33**
TASK 2 ENGINEERING SERVICES DURING CONSTRUCTION		
Subtask 2.1 Surveying and Survey Review	$	7,252.00
Subtask 2.2 Permits, CEQA, Utility, and Right-of-Way Coordination	$	3,300.00
Subtask 2.3 Submittal Review	$	4,000.00
Subtask 2.4 Construction Inspection and Management (See Note 2 and Table 2)	$	2,500.00
Task 2 Subtotal	**$**	**17,052.00**
TASK 3 CQA PLAN IMPLEMENTATION		
Subtask 3.1 Field Monitoring	$	211,900.00
Subtask 3.2 Material Sampling and Laboratory Testing	$	17,165.60
Subtask 3.3 Other Material Testing (On Request)	$	-
Task 3 Subtotal	**$**	**229,065.60**
TASK 4 CONSTRUCTION CERTIFICATION REPORT	$	5,000.00
TASK 5 PROJECT CLOSEOUT	$	2,500.00
TOTAL PROJECT ESTIMATE	**$**	**323,960.93**
2023 Low Cost Project Bid	**$**	**4,649,370.00**
Construction and Project Management and Project Closeout as a Percent of		**2%**
Engineering Services, CQA Plan, Certification Report as a Percent of Cost		**5%**

NOTES:

1. There are no specific costs associated with this task. Incidental costs, if any, will be accommodated in Subtask 1.2.
2. Costs for Subtask 2.4 are provided as a contingency against special inspections outside the normal scope of CQA monitoring that may be required. Other work under this subtask is accounted for by the costs associated with Subtasks 1.3, 2.3, and 3.1.

Table 2
LABOR AND EXPENSE COST
South Coast Landfill Final Closure Project

TASK	UNIT RATE	UNITS	NO. UNITS	EXTENDED COST
PROJECT MANAGEMENT (TASK 1)				
PROJECT INITIATION AND WORK PLAN (SUBTASK 1.1)				
Kick-Off Meeting (Video Conference Assumed)				
Labor (CQA Officer)	$ 340.00	hours	4	$ 1,360.00
Labor (Asst. CQA Officer)	$ 240.00	hours	4	$ 960.00
Construction Documents and Forms				
Labor (CQA Officer)	$ 340.00	hours	0	$ -
Labor (Asst. CQA Officer)	$ 240.00	hours	0	$ -
Permits and CEQA Mitigation Requirements				
Labor (CQA Officer)	$ 340.00	hours	1	$ 340.00
Labor (Asst. CQA Officer)	$ 240.00	hours	4	$ 960.00
Utilities and Right-of-Way				
Labor (CQA Officer)	$ 340.00	hours	0.5	$ 170.00
Labor (Asst. CQA Officer)	$ 240.00	hours	4	$ 960.00
Project Work Plan				
Labor (CQA Officer)	$ 240.00	hours	4	$ 960.00
Labor (Asst. CQA Officer)	$ 240.00	hours	10	$ 2,400.00
SUBTASK 1.1 TOTAL				**$ 8,110.00**
PROJECT MEETINGS (SUBTASK 1.2)				
Pre-Bid Meeting (Site)				
Labor (CQA Officer)	$ 340.00	hours	8	$ 2,720.00
Labor (Asst. CQA Officer)	$ 240.00	hours	0	$ -
Labor (Staff Engineer)	$ 165.00	hours	0	$ -
Mileage	$ 0.70	miles	150	$ 105.00
Pre-Construction Meeting (Video-Conference)				
Labor (CQA Officer)	$ 340.00	hours	4	$ 1,360.00
Labor (Asst. CQA Officer)	$ 240.00	hours	4	$ 960.00
Labor (Staff Engineer)	$ 165.00	hours		$ -
Mileage	$ 0.70	miles	0	$ -
Weekly Construction Meeting (Video-Conference)				
Labor (CQA Officer)	$ 340.00	hours	15	$ 5,100.00
Labor (Asst. CQA Officer)	$ 240.00	hours	60	$ 14,400.00
Labor (Staff Engineer)	$ 165.00	hours	0	$ -
Mileage	$ 0.70	miles	0	$ -
Weekly Construction Meeting (Site)				
Labor (CQA Officer)	$ 340.00	hours	40	$ 13,600.00
Labor (Asst. CQA Officer)	$ 240.00	hours	0	$ -
Labor (Staff Engineer)	$ 165.00	hours	0	$ -
Mileage	$ 0.70	miles	750	$ 525.00
SUBTASK 1.2 TOTAL				**$ 38,770.00**
PROJECT SCHEDULE AND BUDGET MANAGEMENT (SUBTASK 1.3)				
Labor (CQA Officer)	$ 340.00	hours	5.0	$ 1,700.00
Labor (Asst. CQA Officer)	$ 240.00	hours	20	$ 4,800.00
Labor (Staff Engineer)	$ 165.00	hours	0	$ -
Mileage	$ 0.70	miles	0	$ -
SUBTASK 1.3 TOTAL				**$ 6,500.00**

Table 2
LABOR AND EXPENSE COST
South Coast Landfill Final Closure Project

TASK	UNIT RATE	UNITS	NO. UNITS	EXTENDED COST
PREVAILING WAGE LABOR COMPLIANCE (SUBTASK 1.4)				
Labor (CQA Officer)	$ 340.00	hours	5	$ 1,586.67
Labor (Asst. CQA Officer)	$ 240.00	hours	9	$ 2,240.00
Labor (Administrative Assistant II)	$ 165.00	hours	30	$ 4,950.00
Mileage	$ 0.70	miles	0	$ -
SUBTASK 1.4 TOTAL				**$ 8,776.67**
WEEKLY STATUS REPORTS (SUBTASK 1.5)				
Labor (CQA Officer)	$ 340.00	hours	5	$ 1,586.67
Labor (Asst. CQA Officer)	$ 240.00	hours	0	$ -
Labor (Staff Engineer)	$ 165.00	hours	40	$ 6,600.00
Mileage	$ 0.70	miles	0	$ -
SUBTASK 1.5 TOTAL				**$ 8,186.67**
ENGINEERING SERVICES DURING CONSTRUCTION (TASK 2)				
SURVEYING AND SURVEY REVIEW (SUBTASK 2.1)				
Survey Control				
Pope Engineering (LS Cost Assumed)	NA	hours	NA	$ 5,000.00
Labor (Asst. CQA Officer)	$ 240.00	hours	1	$ 240.00
Survey Review				
Labor (CQA Officer)	$ 340.00	hours	1	$ 340.00
Labor (Asst. CQA Officer)	$ 240.00	hours	2	$ 480.00
CADD/GIS/Database Manager II	$ 149.00	hours	8	$ 1,192.00
Survey Verification (on Request Only)				
Labor (CQA Officer)	$ 340.00	hours	0	$ -
Labor (Asst. CQA Officer)	$ 240.00	hours	0	$ -
CADD/GIS/Database Manager II	$ 149.00	hours	0	$ -
SUBTASK 2.1 TOTAL				**$ 7,252.00**
PERMITS, CEQA, UTILITIES, R-O-W COORDINATION (SUBTASK 2.2)				
Labor (CQA Officer)	$ 340.00	hours	0	$ -
Labor (Asst. CQA Officer)	$ 240.00	hours	0	$ -
Labor (Staff Engineer)	$ 165.00	hours	20	$ 3,300.00
CADD/GIS/Database Manager II	$ 149.00	hours	0	$ -
SUBTASK 2.2 TOTAL				**$ 3,300.00**
SUBMITTAL REVIEW (SUBTASK 2.3)				
Labor (CQA Officer)	$ 340.00	hours	4	$ 1,360.00
Labor (Asst. CQA Officer)	$ 240.00	hours	0	$ -
Labor (Staff Engineer)	$ 165.00	hours	16	$ 2,640.00
CADD/GIS/Database Manager II	$ 149.00	hours	0	$ -
SUBTASK 2.3 TOTAL				**$ 4,000.00**
CONSTRUCTION INSPECTION AND MANAGEMENT (SUBTASK 2.4)				
Labor (CQA Officer)	$ 340.00	hours	0	$ -
Labor (Asst. CQA Officer)	$ 240.00	hours	0	$ -
Labor (Staff Engineer)	$ 165.00	hours	0	$ -
CADD/GIS/Database Manager II	$ 149.00	hours	0	$ -
SUBTASK 2.4 TOTAL	See Notes			**$ 2,500.00**

Table 2
LABOR AND EXPENSE COST
South Coast Landfill Final Closure Project

TASK	UNIT RATE	UNITS	NO. UNITS	EXTENDED COST
IMPLEMENT CQA PLAN (TASK 3)				
Labor (Prevailing Wage)	$ 143.00	hours	1120	$ 160,160.00
Labor (Overtime)	$ 143.00	hours	0	$ -
Per Diem (6 Days Per Week)	$ 210.00	days	120	$ 25,200.00
Field Vehicle	$ 17.00	hours	1120	$ 19,040.00
Compaction Testing Equipment (50% Time Required)	$ 200.00	weeks	10	$ 2,000.00
CQA Officer/Asst. CQA Officer				
Labor (Assume 1 Hour/Week)	$ 240.00	hours	20	$ 4,800.00
Per Diem	$ 210.00	days	0	$ -
Mileage	$ 0.70	mile	1,000	$ 700.00
TASK 3 TOTAL				**$ 211,900.00**

NOTES:

1. The following is assumed Subtask 2.4:

Photodocumentation of preconstruction conditions will be performed during the preconstruction site visit or the project kickoff meeting.
Photologs and daily construction descriptions will be documented by field CQA personnel and the costs are included in Task 3.
Daily inspections and daily field reports will be prepared by field CQA personnel and these costs are included in Task 3.
Review of contractor submittals will be performed under Task 2.3
An allowance of $2,500 is provided for Special Inspections if required.
Assisting the County with interpretations of plans and specification and with preparing and negotiating change orders is included under Task 1.
Documentation of extra work is a standard component of construction and project management, and a separate cost for this work is not necessary.

Table 3
ESTIMATED LABORATORY TESTING COSTS
South Coast Landfill Final Closure Project

Labor

Personnel				Units	Unit Rate	No. Units	Total
CQA Officer/Project Manager				Hours	$ 260.00	2	$ 520.00
Lead CQA Monitor				Hours	$ 143.00	8	$ 1,144.00
Clerical Support				Hours	$ 134.00	0	$ -
Labor Subtotal							**$ 1,664.00**

Foundation Layer Borrow Material Evaluation

Test	Method	Quantity	Frequency	No. of Tests	Cost Per Test	Markup	Total
Soil Classification	ASTM D2487	5,900	5,000	2	$ 370.00	1.00	$ 740.00
Moisture-Density (Compaction)	ASTM D1557	5,900	5,000	2	$ 275.00	1.00	$ 550.00
Grain Size (No Hydrometer)	ASTM D422	5,900	5,000	2	$ 180.00	1.00	$ 360.00
Borrow Evaluation Subtotal							**$ 1,650.00**

Foundation Layer Fill Placement

Test	Method	Quantity	Frequency	No. of Tests	Cost Per Test	Markup	Total
Identification & Classification of Soil Type[1]	ASTM D2488	21,900	5,000	5	$ -	1.00	$ -
Moisture-Density (Compaction)	ASTM D1557	21,900	10,000	3	$ 270.00	1.00	$ 810.00
Moisture and Density (Nuclear Gauge)[2]	ASTM D2922/D3017	21,900	250	88	$ -	1.00	$ -
Dry Density (Sand Cone or Drive Tube)[3]	ASTM D1156/D2937	21,900	5,000	5	$ -	1.00	$ -
Moisture Content by Oven or Microwave[4]	ASTM D3017 or D4643	21,900	NR	N/A	$ -	1.00	$ -
Engineered Fill Subtotal							**$ 810.00**

Protective Soil Cover

Test	Method	Quantity	Frequency	No. of Tests	Cost Per Test	Markup	Total
Identification & Classification of Soil Type[1]	ASTM D2488	2,600	NR	N/A	$ -	1.00	$ -
Sieve Analysis	ASTM D6913	2,600	NR	N/A	$ -	1.00	$ -
Protective Soil Layer Subtotal							**$ -**

Super Grip Net Geomembrane

Test	Method	Quantity	Frequency	No. of Tests	Cost Per Test	Markup	Total
Density	ASTM D1505/D792	290,000	50,000	6	$ 41.00	1.10	$ 270.60
Thickness	ASTM D5994	290,000	50,000	6	$ 33.00	1.10	$ 217.80
Tear Resistance	ASTM D1004	290,000	50,000	6	$ 71.00	1.10	$ 468.60
Carbon Black Content	ASTM D1603	290,000	50,000	6	$ 54.00	1.10	$ 356.40
Carbon Black Dispersion	ASTM D5596	290,000	50,000	6	$ 65.00	1.10	$ 429.00
Tensile Strength at Break	ASTM D6693	290,000	50,000	6	$ 81.00	1.10	$ 534.60
Puncture Resistance	ASTM D4833	290,000	50,000	6	$ 67.00	1.10	$ 442.20
Asperity Height[5]	ASTM D4833	290,000	23,000	13	$ 40.00	1.10	$ 572.00
Destructive Seam Testing	ASTM D 4833	290,000	290,000	30	$ 53.00	1.10	$ 1,749.00
Geomembrane Subtotal							**$ 5,040.20**

Closure Turf Geotextile

Test	Method	Quantity	Frequency	No. of Tests	Cost Per Test	Markup	Total
Mass per Unit Area	ASTM D5261	290,000	50,000	6	$ 42.00	1.10	$ 277.20
Grab Tensile Strength	ASTM D4632	290,000	50,000	6	$ 81.00	1.10	$ 534.60
Trapezoidal Tear Strength	ASTM D4533	290,000	50,000	6	$ 77.00	1.10	$ 508.20
Puncture Resistance	ASTM D4833	290,000	50,000	6	$ 147.00	1.10	$ 970.20
Apparent Opening Size	ASTM D4751	290,000	50,000	6	$ 147.00	1.10	$ 970.20
Geotextile Subtotal							**$ 3,260.40**

Table 3 ESTIMATED LABORATORY TESTING COSTS South Coast Landfill Final Closure Project							
Incidental Testing Costs							
Item	Method			Number	Unit Cost	Markup	Total
In-Plant Conformance Sampling	N/A			20	$ 103.00	1.10	$ 2,266.00
Conformance Sample Shipping	N/A			1	$ 1,500.00	1.10	$ 1,650.00
Destructive Seam Sample Shipping	N/A			1	$ 750.00	1.10	$ 825.00
Additional Cost Subtotal							**$ 4,741.00**
TASK TOTAL							**$ 17,165.60**

Notes:

[1]ASTM D2488 is a visual-manual procedure that is performed in the field. Therefore, there are no laboratory charges associated with this test.

[2]Nuclear density tests are performed in the field and there are no associated laboratory charges associated with this test. Nuclear gauge equipment costs are included in Table 3.

[3]Sand cone tests are performed in the field and there are no associated laboratory charges associated with this test.

[4]We will set up an onsite laboratory for moisture content and dry density testing and there will be no laboratory charges associated with this test.

[5]The CQA Plan testing frequency for Super Grip Net is 1 test per 2 rolls. The typical roll size for 60-mil Super Grip Net is 11,500 ft^2.

[END OF PAYMENT TERMS]

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, CONSULTANT's indemnity obligations under Paragraph 2 of this Agreement.

CONSULTANT shall obtain and maintain insurance coverage as follows:

a. Combined single limit bodily injury liability and property damage liability - $1,000,000 each occurrence.

b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - $500,000 each occurrence.

CONSULTANT shall furnish to COUNTY certificates of insurance evidencing the minimum levels described above.

[END OF INSURANCE REQUIREMENTS]

EXHIBIT D

MENDOCINO COUNTY EPAYABLES INFORMATION

The County of Mendocino is currently making credit card payments to all of our vendors and suppliers who qualify. To qualify, vendors need to currently accept credit card payments. To achieve this more efficient form of payment, the County has partnered with Bank of America and their ePayables credit card program. This electronic initiative will yield many benefits to its participants:

- Expedited receipt of cash – electronic credit card payments provide cash flow benefits by eliminating mail and paper check float
- Elimination of check processing costs
- Remittance data transmitted with payment for more efficient back-end reconciliation
- No collection costs associated with lost or misplaced checks
- Reduced exposure to check fraud
- More efficient handling of exception items
- Fits with existing accounting software – requires no purchase of software, no modifications to existing accounts receivable system and no change to bank accounts.
- Going green with paperless electronic credit card payments help conserve the environment by eliminating printing and mailing of paper checks.

For information regarding the payment process, please email Auditorap@mendocinocounty.gov

EXHIBIT E

DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE WITH SB 854

SB 854 (Stat. 2014, chapter 28) made several changes to the laws governing how the Department of Industrial Relations (DIR) monitors compliance with prevailing wage requirements on public works projects.

These requirements apply to all public works that are subject to the prevailing wage requirements of the Labor Code, without regard to funding source.

1. Duty to notify DIR when awarding a contract for a public works project, using the online PWC-100 form. This requirement, found in Labor Code Section 1773.3, applies to all public works projects.

2. Public Works Contractor Registration Program

   a. All contractors and subcontractors who bid or work on a public works project must register and pay an annual fee to DIR.

   b. An awarding body may not accept a bid or enter into a contract for public work with an unregistered contractor.

      DIR maintains an up-to-date listing of registered contractors.

      There are exceptions to the registration requirement for bidders in circumstances where a CSLB license would not be required at the time of bidding.

      Additional exceptions and protections are included in the registration laws to limit bid challenges, allow some violations to be cured through payment of penalty fees and allow unregistered contractors to be replaced with registered ones.

2. Notice Requirements

   a. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

   b. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

   c. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

   d. The prime contractor must post the following job site notices prescribed by regulation [pursuant to Calif. Code Reg. 16451(d)]:

      “This public works project is subject to monitoring and investigative activities by the Compliance Monitoring Unit (CMU) of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California. This

Notice is intended to provide information to all workers employed in the execution of the contract for public work and to all contractors and other persons having access to the job site to enable the CMU to ensure compliance with and enforcement of prevailing wage laws on public works projects.

"The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate job site posting of minimum prevailing rates required to be maintained by the public entity which awarded the public works contract. Complaints concerning nonpayment of the required minimum wage rates to workers on this project may be filed with the CMU at any office of the Division of Labor Standards Enforcement (DLSE).

Local Office Telephone Number: (707) 576-2362

"Complaints should be filed in writing immediately upon discovery of any violations of the prevailing wage laws due to the short period of time following the completion of the project that the CMU may take legal action against those responsible.

"Complaints should contain details about the violations alleged (for example, wrong rate paid, not all hours paid, overtime rate not paid for hours worked in excess of 8 per day or 40 per week, etc) as well as the name of the employer, the public entity which awarded the public works contract, and the location and name of the project.

"For general information concerning the prevailing wage laws and how to file a complaint concerning any violation of these prevailing wage laws, you may contact any DLSE office. Complaint forms are also available at the Department of Industrial Relations website found at www.dir.ca.gov/dlse/PublicWorks.html."

3. Furnishing of electronic certified payroll records to Labor Commissioner

a. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

4. The prime contractor is required to secure the payment of worker's compensation to his or her employees pursuant to Labor Code Section 1860.

5. The project is subject to prevailing wages. Pursuant to the provisions in Section 1773 of the Labor Code of the State of California, the Board of Supervisors of the County of Mendocino has obtained from the Director of the Department of Industrial Relations the general prevailing rate of wages, and the schedule of employer payments for health and welfare, vacation, pension and similar purposes in the County. Interested parties may review these wage rates and schedules at the Department of Transportation, 340 Lake Mendocino Drive, Ukiah, California. The successful Contractor shall obtain a copy of prevailing

wage rates from the Engineer and shall post same at a prominent place at the job site pursuant to Labor Code Section 1771.4.

6. For this contract, the general prevailing rate of wages as ascertained by County shall be those in effect on the bid date. Future effective wage rates, which have been predetermined and are on file with the Department of Industrial Relations, are referenced in the published wage rates of the Director of the Department of Industrial Relations at www.dir.ca.gov.

[END OF DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE WITH SB 854]

RESOLUTION NO. 25-131

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS APPROVING DEPARTMENT OF TRANSPORTATION AGREEMENT NUMBER 250025 WITH GEOLOGIC ASSOCIATES, INC., IN THE AMOUNT OF $323,961, FOR THE TERM BEGINNING UPON EXECUTION OF THE AGREEMENT THROUGH JUNE 30, 2027, FOR CONSTRUCTION MANAGEMENT AND CONSTRUCTION QUALITY ASSURANCE SERVICES FOR CLOSURE OF THE SOUTH COAST LANDFILL, AND AUTHORIZING THE DIRECTOR OF TRANSPORTATION TO SIGN ANY AND ALL AMENDMENTS TO THE AGREEMENT NOT EXCEEDING $32,396 (GUALALA AREA)

WHEREAS, South Coast Landfill is an inactive solid waste disposal site in Gualala, California, which ceased fill operations in 2000, and is in need of final closure; and

WHEREAS, by Resolution No. 11-170 (December 6, 2011), the Board of Supervisors (BOS) approved Department of Transportation (DOT) Agreement No. 110087 (BOS Agreement No. 11-151), Professional Services Agreement with SWT Engineering, Inc. (SWT), for Preparation of Construction Plans, Specifications and Estimates for the Final Closure of South Coast Landfill; and

WHEREAS, by Resolution No. 16-055 (May 3, 2016), the BOS approved DOT Agreement No. 160046 (BOS Agreement No. 16-019), with SWT for design modifications and updating of the Final Closure Post Closure Maintenance Plan (FCPCMP) and Report of Waste Discharge (ROWD) for the South Coast Landfill; and

WHEREAS, Mendocino County has received final approval from necessary regulatory agencies to proceed with final closure construction; and

WHEREAS, by Resolution No. 25-102 (June 3, 2025), the BOS approved DOT Agreement No. 250026 (BOS Agreement No. 25-074), Professional Services Agreement with SWT Engineering, Inc., for engineering support services for final closure of South Coast Landfill; and

WHEREAS, a request for proposals was issued for construction management and construction quality assurance services for final closure of South Coast Landfill; and

WHEREAS, Geo-Logic Associates was determined to be the best qualified firm to perform the services and has agreed to provide the desired services for the amount of $323,961; and

WHEREAS, DOT believes it is prudent to budget a 10% contingency amount of $32,396 for unforeseen additional work that may need to be performed under DOT Agreement Number (No.) 250025, and authorize the Director of Transportation to execute amendments up to the contingency amount, so as to allow for timely work.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors hereby:

1. Approves DOT Agreement No. 250025, with Geo-Logic Associates, in the amount of $323,961, for the term beginning upon execution of the Agreement through June 30, 2027, for construction management and construction quality assurance services for final closure of South Coast Landfill; and

2. Approves a 10% contingency amount of $32,396 for unforeseen additional work that may need to be performed under DOT Agreement Number (No.) 250025.

3. Authorizes the Director of Transportation or his designated representative to sign any and all amendments to this agreement that will not result in an increased cost beyond the amounts specified above.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Norvell, and carried this 29th day of July 2025, by the following vote:

AYES: Supervisors Cline, Mulheren, Haschak, Norvell, and Williams
NOES: None
ABSENT: None

WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

ATTEST: DARCIE ANTLE
Clerk of the Board

_____
Deputy

APPROVED AS TO FORM:
CHARLOTTE E. SCOTT
County Counsel

_____

_____
JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

BY: DARCIE ANTLE
Clerk of the Board

_____
Deputy

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3az)

To: BOARD OF SUPERVISORS

From: Transportation

Meeting Date: July 29, 2025

Department Contact:	Howard N. Dashiell	**Phone:**	707-463-4363
Department Contact:	Alicia Winokur	**Phone:**	707-463-4363

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Adoption of Resolution Approving First Amendment to BOS Agreement No. 24-057 (Department of Transportation Agreement Number 240006), for Professional Engineering Design Services with GHD, Inc. in the Amount of $245,869, for a New Agreement Total of $5,179,790, for the Redemeyer Road Extension Project, County Road 215A (Ukiah Area)

Recommended Action/Motion:
Adopt Resolution approving first amendment to BOS Agreement No. 24-057 (Department of Transportation Agreement Number 240006), for professional engineering design services with GHD, Inc. in the amount of $245,869, for a new Agreement total of $5,179,790, for the Redemeyer Road Extension Project, County Road 215A (Ukiah Area); and authorize Chair to sign same.

Previous Board/Board Committee Actions:
By Resolution Number (No.) 24-062 (April 23, 2024) the Board of Supervisors approved BOS Agreement Number 24-057/DOT Agreement No. 240006, with GHD, Inc., in the amount of $4,916,000 for allocation 1 to complete the Project Approval and Environmental Documents (PA&ED) and authorized an additional contingency amount of $200,000, for the Redemeyer Road Extension Project, County Road 215A (Ukiah Area).

Summary of Request:
Amendment No. 1 provides for $245,869 in additional grant funds to cover additional work required by changes to Caltrans regulations and additional environmental regulatory agency permit requirements for subsurface testing for cultural resources to complete National Environmental Policy Act (NEPA) requirements. All project-related costs are 100% reimbursable by the Local Transportation Climate Adaptation Program (LTCAP) Cycle 1. DOT requests approval of Amendment No. 1 to BOS Agreement No. 24-062/DOT Agreement No. 240006, with GHD, Inc., for an additional amount of $245,869, for a total contract amount of $5,179,790.

Alternative Action/Motion:
Postpone approval of Amendment No. 1.

Strategic Plan Priority Designation: A Prepared and Resilient County

Item #: 3az)

Supervisorial District: District 1

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: LTCAP
current f/y cost: $1,679,300
budget clarification: There are existing grant funds under the current multi-year grant agreement to cover the amount of this amendment. Additionally, it is anticipated that 3041 will be able to absorb the additional expense without a budget adjustment, but this will be monitored and addressed if necessary.
annual recurring cost: N/A
budgeted in current f/y (if no, please describe): Yes
revenue agreement: N/A

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Steve Dunnicliff, Deputy CEO

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk
Date: July 29, 2025

Final Status: **Adopted**
Executed Item Type: Resolution
Number: 25-132
Executed Item Type: Agreement
Number: 24-057-A1

RESOLUTION NO. 25-132

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS APPROVING FIRST AMENDMENT TO BOARD OF SUPERVISORS AGREEMENT NUMBER 24-057/DEPARTMENT OF TRANSPORTATION AGREEMENT NUMBER 240006, FOR PROFESSIONAL ENGINEERING DESIGN SERVICES WITH GHD, INC. IN THE AMOUNT OF $245,869, FOR A NEW AGREEMENT TOTAL OF $ $5,179,790, FOR THE REDEMEYER ROAD EXTENSION PROJECT, COUNTY ROAD 215A (UKIAH AREA)

WHEREAS, the Mendocino County Department of Transportation (DOT) desires to construct a two-lane arterial local extension of Redemeyer Road, County Road (CR) 215A with paved shoulders and a new local bridge structure over the Russian River; and

WHEREAS, the Project Approval and Environmental Documents (PA&ED) and the plans, specifications, and estimate (PS&E) for the Redemeyer Road Extension Project is to be funded entirely through the Local Transportation Climate Adaptation Program (LTCAP); and

WHEREAS, by Resolution Number (No.) 24-062 (April 23, 2024) the Board of Supervisors approved Agreement No. 240006, with GHD, Inc., in the amount of $4,916,000 for Allocation 1, for Professional Engineering Design Services, and authorizing an additional contingency amount of $200,000, for the Redemeyer Road Extension Project, County Road 215A (Ukiah Area); and

WHEREAS, Caltrans regulations and additional environmental regulatory agency permit requirements require additional effort to complete subsurface testing for cultural resources for completion of the National Environmental Policy Act (NEPA) requirements; and

WHEREAS, GHD has agreed to complete the additional or expanded tasks for a total additional amount of $245,869; and

WHEREAS, it is mutually agreed between the County of Mendocino and GHD, Inc. that the total compensation payable to GHD, Inc., including the total amounts of salaries and expenses included in the original agreement and Amendment No. 1 shall be increased to a not-to-exceed amount of $5,179,790.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors:

1. Approves Amendment No. 1 to BOS Agreement No. 24-057/DOT Agreement No. 240006 with GHD, Inc., to amend the scope of services to include specified additional and expanded tasks and to increase the amount to be paid under the agreement by $245,869, to a not-to-exceed amount of $5,179,790 for project approval and environmental documents for the Redemeyer Road Extension Project, CR 215A in Ukiah; and

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2. Authorizes and directs the Chair of the Board of Supervisors to execute said Amendment No. 1 to BOS Agreement No. 24-057/DOT Agreement No. 240006 with GHD, Inc. on behalf of Mendocino County.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Norvell, and carried this 29th day of July 2025, by the following vote:

AYES: Supervisors Cline, Mulheren, Haschak, Norvell, and Williams
NOES: None
ABSENT: None

WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

ATTEST: DARCIE ANTLE
Clerk of the Board

Deputy

JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

BY: DARCIE ANTLE
Clerk of the Board

Deputy

APPROVED AS TO FORM:
CHARLOTTE E. SCOTT
County Counsel

BOS AGREEMENT NO. **24-057-A1**
DOT AGREEMENT NO. 240006

AMENDMENT **1**

Original Agreement No.	**24-057**
Amendment 1	_____

FIRST AMENDMENT TO COUNTY OF MENDOCINO AGREEMENT NO. 24-057/ DEPARTMENT OF TRANSPORTATION AGREEMENT NO. 240006 FOR PROFESSIONAL ENGINEERING CONSULTANT SERVICES FOR THE REDEMEYER ROAD EXTENSION PROJECT, COUNTY ROAD 215A

This first Amendment to Agreement No. Board of Supervisors (BOS) Agreement No. 24-057/Department of Transportation (DOT) agreement No. 240006 is entered into by and between the **COUNTY OF MENDOCINO**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and GHD, Inc.;, hereinafter referred to as "CONSULTANT," the date this Amendment is fully executed by all parties.

WHEREAS, BOS Agreement No. 24-057/DOT Agreement No. 240006 was entered into on April 23, 2024 (the "Initial Agreement"); and

WHEREAS, upon execution of this document by COUNTY and CONSULTANT, this first Amendment will become part of the Agreement and shall be incorporated therein; and

WHEREAS, Caltrans has required an Extended Phase 1 study for buried cultural resources; and

WHEREAS, CONSULTANT has prepared the attached "Revised Scope of Work" attached hereto as Exhibit A and incorporated herein by this reference, including additional or expanded tasks as compared to the original scope of work; and

WHEREAS, it is the desire of COUNTY and CONSULTANT to increase the total amount payable by $246,000 from $4,916,000 to $5,162,000.

NOW, THEREFORE, we agree as follows:

1. The total contracted amount set out in the Agreement is hereby increased by $246,000 from $4,916,00 to $5,162,000.
2. The Exhibit A, Definition of Services, set out in the Agreement is hereby altered to include additional or expanded tasks outlined in Exhibit A, attached herein.

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

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IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: _____
HOWARD N. DASHIELL, Director
TRANSPORTATION

Date: June 11, 2025

Budgeted: ☒ Yes ☐ No

Budget Unit: 3041

Line Item: 2184

Grant: ☒ Yes ☐ No

Grant No.: LTCAP-5910(143)

COUNTY OF MENDOCINO

By: _____
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: 07/29/2025

ATTEST:
DARCIE ANTLE, Clerk of said Board

By: _____
Deputy 07/29/2025

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: _____
Deputy 07/29/2025

INSURANCE REVIEW:

By: _____
Risk Management

Date: 06/20/2025

CONSULTANT/COMPANY NAME

By: _____
SIGNATURE

Date: June 27, 2024

NAME AND ADDRESS OF CONSULTANT:

GHD, Inc.

2200 21st Street

Sacramento, CA 95678

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: _____
COUNTY COUNSEL

Date: 06/20/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
Deputy CEO or Designee

Date: 06/20/2025

Signatory Authority: $0-25,000 Department; $25,001- 50,000 Purchasing Agent, $50,001+ Board of Supervisors
Exception to Bid Process Required/Completed ☐ _____
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: _____

Amendment No. 1 – Exhibit A

Revised Scope of Work for the Redemeyer Road Extension Project

Updated: 4/29/2025

At this time the preferred alignment has been selected, and our Preliminary Environmental Study (PES) has been approved by Caltrans. Therefore, this scope of work amends the original scope to be consistent with the requirements of completing the PA/ED Phase of the project and includes additional studies not originally anticipated but required by Caltrans based on the PES findings.

As noted in the Request for Proposal (RFP), the County intends to award this contract for both Allocation 1 (PA/ED) and Allocation 2 (PS&E). However, the County will issue two Notice-to-Proceeds (NTP) for this work: the first for Allocation 1 (PA/ED) after contract execution, and the second for Allocation 2 (PS&E) once the PA/ED has been finalized. The scope of work, schedule and fee for PS&E will be negotiated and finalized once a preferred alignment has been selected. Once the scope, schedule, and fee has been finalized, the County will provide an NTP for Allocation 2.

The following scope of work is for Allocation 1 only and includes the anticipated work required to complete the Project Approval and Environmental Document (PA/ED) phase, including documents and studies required to satisfy the NEPA and CEQA processes and those required for preliminary engineering plans, 35% complete. The Allocation 1 scope includes advancement of the 65% PS&E to help ensure the design for long lead permitting related to the flood plain (FEMA) and the rail corridor crossing (CPUC). Allocation 2 of this Scope of Work will be prepared to reflect the work required to complete the Plans, Specifications, and Estimate (PS&E) phase, including complete plans, specifications and detailed cost estimate; all required project permits; and construction assistance as needed. It is anticipated that the fee for Allocation 2 will range from $3M - $5M in fees, depending on engineering and support services required for the selected preferred alignment.

It should be noted that the use of "CONSULTANT" in the scope is assumed to be the consultant team, which will be led by GHD and supported by our teaming partners.

Allocation 1 – PA/ED Scope of Work

1. Task 1 - Project Management and Coordination

Project Management and Coordination will include the following subtasks:

1.1 Project Initiation

1.1.1 Kick-off Meeting

Includes a meeting at the MCDOT offices followed by a site visit. Attendees will include COUNTY project manager, CONSULTANT project manager and point of contact, design engineer, environmental lead, as well as structures lead, and staff from Caltrans District 1. CONSULTANT will prepare agenda and other relevant materials for the meeting to discuss scope, schedule, and alternatives for consideration. Meeting notes will be taken and distributed to all attendees.

1.1.2 Preliminary Research

Includes research and review of various historic documents including: as-built plans for the existing roadway, right of way, geology, Lake Mendocino Inundation Study, maintenance information, etc. COUNTY will assist in this effort to the limit of COUNTY records.

1.1.3 Field Investigation

Includes data gathering on the part of COUNTY and CONSULTANT leading to the completion of the various reports and forms required for the funding, permitting, right of way acquisition, and construction of the project. The field investigation will be conducted over one day and include key team members.

Deliverables

- *Kick-off meeting agenda, notes, and related materials (electronic PDF)*

1.2 Coordination

All coordination efforts are assumed to be conducted for the duration of the PA/ED Phase, which is estimated at 16 months.

1.2.1 Project Coordination with County

CONSULTANT will coordinate with COUNTY through phone conversations, emails, written memorandum, fax etc.

1.2.2 Project Work Plan

CONSULTANT will develop, maintain, and implement a detailed work plan that includes project goals and objectives, roles and responsibilities, a communication plan, project controls, scope and deliverables, schedule and budget, and the CONSULTANT'S quality control plan.

1.2.3 Project Schedule

CONSULTANT will develop a project schedule outlining tasks and subtasks to be performed. The project schedule will include CONSULTANT'S internal quality control process and designated COUNTY review of submitted documents. CONSULTANT shall update the project schedule as necessary, but by the third week of March, June, September, and December at a minimum. COUNTY will be included in the distribution of all schedule updates. These may be included with monthly billing.

1.2.4 Budget Management

CONSULTANT will maintain and manage CONSULTANT team's schedule and budget and sub-consultant contracts.

1.2.5 Monthly Reports and Invoices

CONSULTANT shall submit monthly progress reports. Progress reports will include status of services by task breakdown, problems encountered, percent of services complete as of the date of the progress report, and discussion of schedule changes, work products, issues currently being addressed, and other items of interest as applicable. CONSULTANT will prepare monthly invoices in accordance with Exhibit B, Payment Terms, of this agreement.

Deliverables

- *Draft and Final Project Work Plan (electronic PDF)*
- *Project schedule with updates as necessary, but at least each quarter (electronic PDF)*
- *Three month Look Ahead Schedule (electronic PDF)*
- *Project LAPM/LAPG Exhibits, as needed for State-only funding (electronic PDF)*
- *Monthly invoices and progress reports (electronic PDF)*
- *Communication documents (emails, memos, etc.) (electronic)*

1.3 Project Team Meetings

CONSULTANT will schedule, prepare for, and attend monthly project team status meetings with COUNTY to review the scope of work, project goals, schedule, tasks progress, and issues to be addressed. Key team members will be present at each team meeting depending on items to be discussed in person as a conference call (via Microsoft Teams). CONSULTANT shall assume two project team meetings at the MCDOT offices. Additional meetings may be requested by COUNTY on a time and travel basis for

CONSULTANT. Additional meetings requested by the CONSULTANT shall be considered included as a part of this agreement.

Team meetings may be held as conference calls through a service established by CONSULTANT.

Deliverables

- *Meeting agendas*
- *Meeting materials (graphics, visual aids, and other presentation items)*
- *Updated Issue/Action Item/Decision Log*
- *Updated Project Schedule*
- *Meeting Minutes within one week of meeting*

Services to be Provided by the County

- *COUNTY will make appropriate staff available for meetings and site visits.*

1.4 Quality Control Review

The CONSULTANT will provide QA/QC review of each design and document submittal before submitting to the COUNTY. QA/QC will be performed by senior staff and utilize CONSULTANT's internal resources.

2. Task 2 – Environmental Studies and Documentation

This task is for the identification of the project environmental impacts and descriptions of mitigation measures to be utilized to minimize those impacts in accordance with the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA), and Chapter 6 of the Caltrans Local Assistance Procedures Manual and completion of the Environmental Documents.

CONSULTANT will prepare and complete documents for COUNTY to satisfy State and Federal environmental regulations. Tasks to be completed by CONSULTANT during PA/ED include preparation of a NEPA Preliminary Environmental Study (PES), CEQA and NEPA technical studies, joint CEQA/NEPA environmental documentation, and coordination and mediation of public meetings. All documents submitted to COUNTY shall include a written description of the proposed project, design alternatives (if any), as well as a demonstrated purpose and need of the project.

CONSULTANT will use previous studies and reports as a basis for completing the environmental documents, to the extent that such studies and reports are adequate.

Deliverables

- *Draft submittals: one e-mailed PDF and one Word DOCX file.*
- *Final reports: if requested, one printed bound copy will be submitted to COUNTY. All will have original signatures. The number required by the approving agency will be submitted by COUNTY.*
- *Upon approval of any report, one copy shall be submitted to COUNTY as a complete, uniformly bound, approved document and a duplicate PDF.*
- *Any report submitted to the approving agency for final approval shall be complete, including the results of all communications with the approving agency.*

2.1 Environmental Project Management and Coordination

This task is included as a billing item only. The duties performed within this task are defined in Task 1 but will be focused on the environmental coordination.

2.2 NEPA Preliminary Environmental Study

CONSULTANT will complete a Caltrans NEPA Preliminary Environmental Study (PES) and Field Review Form describing the project, answering each PES Form question, and providing required supporting documentation. A draft PES and Field Review Form will be submitted for COUNTY review. CONSULTANT

will address COUNTY comments and provide revised versions for the COUNTY to submit to Caltrans for review.

2.3 CEQA/NEPA Environmental Documentation

Following Caltrans approval of the PES, CONSULTANT will complete Caltrans requested Technical Studies and a combined CEQA/NEPA environmental document, which is assumed to be a joint Initial Study/Environmental Assessment (IS/EA) using the Caltrans annotated outline.

2.3.1 CEQA/NEPA Technical Studies

CONSULTANT will prepare required Technical Studies to ensure compliance with both State and Federal requirements, and for compliance with Caltrans LAPM and Standard Environmental Reference, where applicable. Prior to initiating the environmental Technical Studies, CONSULTANT will prepare a technical memorandum describing the proposed methods of analysis, data sources, and assumptions to be used in the analysis, including proposed software, modelling techniques, and significance thresholds. Following COUNTY review and approval, CONSULTANT will complete the technical studies. Each technical study will undergo an internal QA/QC process prior to being submitted to the COUNTY for review. This scope of work also assumes up to two rounds of agency review for each technical study, summarized below.

- **Biological Resources Report/Natural Environment Study**. CONSULTANT will review available information as it pertains to potential project activities that may occur along the road extensions, and biological resources that may occur in the project vicinity. CONSULTANT will conduct a single reconnaissance-level field survey of the project areas to document existing biological conditions where the project could have a direct or indirect impact on biological resources. CONSULTANT will assess the potential of occurrence of special-status animal and plant species and map locations of any sensitive or regulated habitats that may be present along and adjacent to the project corridor. A Biological Resources Report/Natural Environment Study will be prepared to be sufficient for CEQA and NEPA review of biological resources associated with the project.
- **Biological Assessment**. Formal or informal Endagered Species Act (ESA) Section 7 consultation with the National Marine and Fisheries Service (NMFS) and U.S. Fish and Wildlife Service (USFWS) is anticipated for the project. Federally-listed anadromous salmonid species that occur in the Russian River are under the jurisdiction of NMFS and the federally proposed threatened northwestern pond turtle (*Actinemys marmorata*) is under the jurisdiction of USFWS. – CONSULTANT will prepare two Biological Assessments (BA). For NMFS regulated species, the BA will identify the occurrence of the federally endangered coho salmon (*Oncorhynchus kisutch*; Central California Coast ESU pop. 4), the federally threatened Chinook salmon (*Oncorhynchus tshawytscha*; California Coastal ESU pop. 17), the federally threatened steelhead (*Oncorhynchus mykiss irideus*; Central California Coast DPS pop. 8), and their designated critical habitats that are located in the proposed project area. The NMFS BA will assess the potential direct, indirect, and cumulative impacts of the project on the federally-listed salmonid species and their habitats. A second BA will be prepared for the USFWS regulated northwestern pond turtle, which is anticipated to be formally listed in 2025 prior to project implementation. This BA will assess the potential direct, indirect, and cumulative impacts of the project on the northwestern pond turtle and its habitats.
- **Special Status Plant and Sensitive Natural Community Surveys**: GHD will complete two seasons of surveys for special status plants known or suspected to occur in the project vicinity. One survey will be conducted each season to cover the flowering period for special status plants. During floristic surveys, natural community assemblages will be assessed to determine if they align with Sensitive Natural Community (SNC) alliance definitions. Results from protocol-level special status plant and SNC surveys will be incorporated into the project BRR/NES, including mapping for any recorded occurrences of special status plants and/or potential SNC.
- **Wetland Delineation**. CONSULTANT will investigate the proposed road extension project areas to delineate and map wetlands and other waters of the U.S./State (e.g., the Russian River), where present. Delineation methods will follow the USACE Wetlands Delineation Manual (USACE 1987) and Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West (Version 2.0) (USACE 2008), in addition to USACE criteria from the National Ordinary High Water Mark Field Delineation Manual for Rivers and Streams (Interim Version) (USACE 2022) .. The Russian River and other potential watercourses will be delineated using the Ordinary High-Water Mark (OHWM) of the stream channel. Wetland boundaries and stream channels will be delineated using a high-accuracy (sub-meter) GPS device running on ESRI GIS software.
- **Hydroacoustic Assessment**. CONSULTANT will prepare a hydroacoustic assessment for the project. It is anticipated that the vibratory hammer installation of pilings for the bridge will be located outside of

the low flow channel of the Russian River, but still close enough to the main channel of the river to warrant conducting a hydro-acoustic study. The hydroacoustic analysis will show the predicted sound levels that would be generated in the water at distances commencing at the likely closest edge of the water and will additionally analyze the likely sound levels at incrementally increasing distances radiating in all pertinent directions from the pile driving. Analysis will be based on the specific location, substrate, water depth, pile material, timing, duration of the vibratory driving and any other project specific design details that may be contributing factors. The analysis will include an estimate of the rate at which anticipated noise levels fall off, and to what degree, over what distance. If the hydro-acoustic study identifies potential impacts of vibratory pile installation on fish species, appropriate mitigation measures can be developed and implemented to minimize these impacts. For example, timing pile installation activities to avoid critical periods for spawning or migration or implementing noise reduction measures.

- **Tree Inventory Survey**. CONSULTANT will conduct an inventory survey of all trees within the permanent impact footprint of the Project site, that have been identified for removal. A report will be prepared after the survey which include the following information for each tree surveyed: 1) a Figure showing the location of each tree surveyed, 2) species, 3) diameter at breast height (DBH), 4) estimated height, 5) health assessment score, and 6) photograph. The report will also include information on whether the surveyed trees are protected by any City or County tree ordinance regulations.
- **Noise and Vibration Assessment**. CONSULTANT will prepare a noise and vibration assessment for the project. The noise assessment will quantify existing ambient noise levels at locations representative of the nearest noise-sensitive receivers and along truck haul routes during the daytime, evening, and nighttime. The noise from sources associated with the proposed project will be estimated and then projected to adjacent noise sensitive uses with appropriate acoustic modelling techniques. The analysis will assess suture noise exposure contours, construction noise and vibration levels, potential impacts, and recommended mitigation measures, if required. The noise assessment will address noise as a NEPA/23 CFR 772 issue, as well as a CEQA issue.
- **Transportation Assessment.** CONSULTANT will prepare a transportation Assessment of the project addressing CEQA and NEPA evaluation criteria. This includes identifying if the project (1) conflicts with a program, plan, ordinance, or policy addressing the circulation system; (2) conflicts or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b) (vehicle miles travelled); (3) substantially increase hazards due to a geometric design feature; and (4) result in inadequate emergency access. As part of the vehicle miles travelled (VMT) analysis, CONSULTANT will identify if the project can be screened out based on Mendocino Council of Governments (MCOG) SB 743 VMT Regional Baseline Study (2020), which utilizes recommendations in OPR's Technical Advisory (2018). OPR's Technical Advisory provides an extensive list of projects which are unlikely to lead to induced travel, including addition of roadway capacity on local or collector streets provided the project also substantially improves multimodal conditions (OPR Technical Advisory, pp. 20-21). CONSULTANT will document the screening criteria. In addition, and to provide substantial evidence in support of the screening criteria, CONSULTANT will utilize the MCOG regional travel demand model to estimate total VMT with and without the new roadway connection, for up to two-year scenarios (existing and future years). The project is anticipated to reduce VMT and reduce travel distance since Redemeyer Road does not currently connect north to any roads, providing a shorter route west and north, and the project would provide crucial access for emergency access and evacuation routes. CONSULTANT is familiar with the MCOG model and has utilized it to develop an updated land use and network base year scenario for the City of Ukiah General Plan Update. Since the proposed project is within the City of Ukiah's Sphere of Influence, the COUNTY may want to utilize this version of the model to estimate VMT for the Redemeyer Road project. CONSULTANT assumes only one model will be utilized and can work with the COUNTY in determining which model would be preferred for estimating VMT. The VMT analysis and evaluations pertaining to the remaining CEQA questions will be documented in technical memorandum.
- **Tribal Coordination & Cultural Resources Study**. CONSULTANT will assist the COUNTY in notifying applicable California Native American tribes pursuant to Assembly Bill (AB) 52 and Public Resources Code sections 21080.3.1 and 21080.3.2. This will include preparation of an AB5 52 notification letter and up to one coordination meeting. CONSULTANT will also complete a cultural resources study for the project consistent with both CEQA and Section 106 of the National Historic Preservation Act. CONSULTANT will develop an Area of Potential Effect (APE) Map for COUNTY and Caltrans approval. CONSULTANT will prepare an Archaeological Survey Report (ASR) and Historic Property Survey Report (HPSR). The study will include a review of records on file at the Northwest Information Center, coordination with the Native American Heritage Commission for a review of the Sacred Lands File, coordination with appropriate tribal communities, a field survey of the project area, and coordination with the State Office of Historic Preservation. The results of the study will be

documented in Caltrans template reports that provides an impact analysis and mitigation measures, as necessary.

– **Extended Phase I Subsurface Testing for Cultural Resources**. CONSULTANT will assist the COUNTY in completing the Caltrans-requested Extended Phase I subsurface testing for cultural resources. The rationale for the proposed subsurface testing is that the project area has been determined to be highly archaeologically sensitive for pre-contact or Native American cultural resources, and the Native American Heritage Commission has indicated a positive finding in their search of the Sacred Lands Files. Proposed subsurface testing will consist of mechanically excavated trenches and shovel test pits within the area of proposed ground disturbance for the construction of the road, bridge, and related improvements. The results of the Extended Phase I subsurface testing will be documented in a Caltrans template report that will be combined with the ASR and HPSR. CONSULTANT will conduct the XPI in phases including pedestrian survey, and subsurface testing methods of mechanical trench excavations and shovel test pits (STPs). Subsurface testing is expected to be completed over approximately eight weeks; two weeks for STPs and six weeks for trenching. Trenching: This XPI will include up to approximately 450 feet of mechanically excavated trenches placed throughout the APE including two on each side of the Russian River where the proposed bridge abutments will be constructed. Proposed trenches will be between 5 and 10 feet below ground surface and approximately 3 feet wide. An archaeologist will monitor the excavation and document the geoarchaeology and soil profile of each trench. A 5 percent sample of the excavated soils will be screened through a ¼-inch screen. If culturally sensitive soil or archaeological material is observed, trenches may need to be stepped to a one-to-one ratio to comply with OSHA regulations so that an archaeologist may enter the trench to document the resource. All soil will be backfilled into the trench. A Staff Archaeologist familiar with geoarchaeological processes will analyze the soils in the trench or review the findings. Shovel Test Pits: Approximately 70 to 75 STPs will be dug within the APE. The STPs will be 50 x 50 centimeters, dug every approximately 20 meters along a transect line. The depth of the STPs varies based on proposed ground disturbance along the road alignment. If needed, a manual auger will be used to excavate the full depth of the STP. STPs will be documented in informal 10 cm levels and material sifted through a ¼-inch mesh screen. If cultural constituents are identified in an STP, additional STP units in 10-meter intervals radiating from the positive unit will be dug to determine the boundaries of the subsurface resource. Archaeological resources will be recorded only if at least three artifacts are identified within a 100-square meter area. No cultural material will be collected; any identifiable cultural material will be redeposited in the unit from which it was excavated. The vertical ADI is expected to be between five and eight feet deep below current ground surface based on proposed project activity location and slope. Positive STUs will be excavated to sterile soil. Following the XPI testing, a combined XPIR/ASR report will be completed detailing the methods and findings of the study. If a site is determined to be present within the APE, further consultation with Caltrans will be required for an additional scope and fee. If, in consultation with Caltrans, it is determined that the proposed project activities will not affect the site within the APE, an Environmentally Sensitive Area-Action Plan (ESA-AP) will be developed by ASC and approved by Caltrans for use during construction activities. The in-progress Historic Properties Survey Report (HPSR) will be finalized following the XPIR review, as well as the Finding of No Adverse Effects (FONAE) letter for this project. If the site is determined to be present within the APE and will likely be affected by proposed project activities, Caltrans may require additional work outside of this scope. That the XPI study will not evaluate either the National Register of Historic Places (NRHP), nor the California Register of Historic Places (CRHR) eligibility or significance for any cultural resources that may be identified. As part of this scope additional Tribal Consultation efforts are required. CONSULTANT will contact the NAHC and appropriate tribal communities in coordination with Caltrans for the additional XPI scope of work. The following assumptions were made while putting this scope together:

  - A record search was conducted under the initial contract for this project (PO# 380-004243).
  - CONSULTANT will contact Native American individuals and organizations in coordination with the Caltrans Local Assistance Archaeologist.
  - One review and final approval of the Extended Phase I Proposal by GHD, County of Mendocino, and Caltrans.
  - One review of the ASR/XPI Report by GHD, County of Mendocino, and Caltrans.
  - One review of the ESA (if needed) by GHD, County of Mendocino, and Caltrans.
  - Cultural resources will be recorded at an additional cost of $650/per resource.
  - Compensation for Tribal representatives is included in the cost of the study. Tribal representatives require compensation for monitoring of the XPI fieldwork. CONSULTANT will contract directly with

the Tribal organization. Estimated cost of a local backhoe operator is $240/hour plus transport cost of $185/hr.

- **Historical Resource and Section 106 Compliance**. CONSULTANT will prepare historic resource compliance documentation that addresses historic architectural / built environment resources for both CEQA and Section 106 compliance. This will include establishing an APE for built resources and preparing a Finding of Effect to assess project impacts to the NWPRR segment in the APE that Caltrans will consider NRHP eligible for this project. It is assumed that this report will be a Finding of No Adverse Effect (FNAE). A Historical Resources Evaluation Report (HRER) to inventory and evaluate built resources in the APE is not included in this scope of services but could be provided if needed.
- **Air Quality**/**GHG Analysis**. Mendocino County is in attainment or is unclassified for all National Ambient Air Quality Standards. Therefore, a regional level or project level conformity analysis is not anticipated to be needed for the project since federal non-attainment and maintenance areas are not applicable to the project area. CONSULTANT will prepare air quality and GHG analysis for the project to support the joint IS/EA. CalEEMod will be used to predict construction period emissions. Emfac2021 will be used to predict traffic emissions. Potential air quality impacts from criteria air pollutants will be evaluated by comparing net new emissions to appropriate thresholds. To assess impacts to climate change, project GHG emissions will be computed and compared to recommended significance thresholds. An Air Quality Technical Report will be prepared summarizing the results of the analysis as well as any required mitigation measures to reduce impacts to a less-than-significant level. The report will contain a regional air conformity statement and a project level conformity statement, if applicable
- **Visual Impact Analysis**. CONSULTANT will determine the appropriate level of visual impact analysis by first conducting a VIA Scoping Questionnaire as developed by the FHWA Guidelines for the Visual Impact Assessment of Highway Projects. The results of this analysis and rating chart will determine the appropriate VIA Level. As it is unknown at this point what level of VIA will be required, CONSULTANT has assumed that the project will result in an Abbreviated VIA Level or Memorandum level. As part of the assessment, CONSULTANT will create a 3D model for up to three unique locations that can then be used to generate still images showing the proposed conditions from key viewpoints. The images will be developed by combining georeferenced base plans, architectural models, existing aerial maps, and site photos to create a model of the design within the existing environment. The extent of the model will be limited to the immediate vicinity of the unique locations selected. If unique site photos and viewsheds are desired for the creation of still images, CONSULTANT will provide one photoshopped image per location. The images will provide a before and after picture of the site showing the visual impacts associated with the development. Additionally, the visualizations will be developed using rendering software that can provide different material options to assist the aesthetics analysis. Image views for each location will be set up to highlight the advantages of each option, as well as their visual impact from selected viewpoints. **(***Updated 3/17/2025)* CONSULTANT has determined the appropriate level of visual impact analysis by conducting a VIA Scoping Questionnaire as developed by the FHWA Guidelines for the Visual Impact Assessment of Highway Projects. The results of this analysis and rating chart determined the appropriate VIA Level required is a Standard VIA Report. As part of the assessment, CONSULTANT created a 3D model of the project and provided still images showing the proposed conditions from key viewpoints. The images were developed by combining georeferenced base plans, architectural models, existing aerial maps, and site photos to create a model of the design within the existing environment.
- **Community Impact Assessment Report**. CONSULTANT will prepare a community impact assessment technical report that includes an analysis of potential relocation impacts on businesses and/or residences for the project. CONSULTANT will collaborate with Caltrans Right-of-Way Program staff, as appropriate, for the analysis. CONSULTANT will prepare a relocation impact memorandum for the project following the format found in Chapter 10, Section 10.02 of the Caltrans Right-of-Way Manual.

Deliverables

- 1 electronic copy of draft and final technical reports
- For the XPI the following will be provided:
  - Prepare an Extended Phase I Proposal (XPIP) prior to subsurface testing.
  - Prepare an Archaeological Survey/Extended Phase I Report (ASR/XPIR) following subsurface testing.
  - Prepare an Environmentally Sensitive Area- Action Plan (ESA-AP), if needed.
  - Finalize the Historic Property Survey Report (HPSR).
  - Finding of No Adverse Effect (FONAE) letter.

2.3.2 CEQA/NEPA Initial Study/Environmental Assessment

CONSULTANT will prepare a joint Initial Study/Environmental Assessment (IS/EA) using the Caltrans annotated outline. CONSULTANT will prepare a project description that allows an adequate analysis of potential environmental impacts. This will include figures, a description of the project location, environmental setting, project characteristics, purpose/need, construction methods, schedule, and required permits/ approvals. An administrative draft IS/EA will be submitted to COUNTY and Caltrans for review and comment.

Once COUNTY and Caltrans comments are incorporated, CONSULTANT will be responsible for preparation of a Notice of Availability and Notice of Intent to Adopt the NEPA/CEQA document and Notice of Completion. CONSULTANT will coordinate with the COUNTY to develop a mailing list of addresses and agencies that will receive a copy of the notices. CONSULTANT will coordinate publication of a notice in a newspaper of local circulation and provide the COUNTY with an electronic version of the IS/EA for posting on its website, as well as hardcopies to be kept on file.

At the conclusion of the 30-day public review, CONSULTANT will incorporate public and agency comments (if any) and responses (approved by COUNTY and Caltrans) into a Final Draft IS/EA document as an appendix. The number and type of comments cannot be determined at this time, therefore, a total of 60 hours of technical time has been set aside in this scope for review and responses to comments.

CONSULTANT will prepare a Mitigation Monitoring and Reporting Program (MMRP) for any mitigation measures identified in the IS/MND, which will identify assignments of responsibility and time-frames for implementation to be adopted with the project. CONSULTANT will also assist the COUNTY in developing a Staff Report and Resolution to be used for adoption of the CEQA document and approval of the project.

CONSULTANT will be available to attend and assist with presenting at the Board of Supervisor meeting at which the IS/EA is considered for adoption. Following COUNTY adoption of the document and project approval, CONSULTANT will prepare a Notice of Determination (NOD) and Finding of No Significant Impact (FONSI). CONSULTANT will assist the COUNTY to ensure that the NOD is filed at the County Clerk's office within five working days of the project approval. CONSULTANT will rely on the COUNTY to provide a check payment for the County Clerk and California Department of Fish and Wildlife (CDFW) filing fees. CONSULTANT will ensure that the NOD is uploaded to the State Clearinghouse following signature.

Deliverables

- *1 electronic copy of the administrative and revised draft CEQA/NEPA document*
- *1 electronic copy of the public review version of the CEQA/NEPA document to the State Clearinghouse for circulation*
- *3 bound hardcopies of the CEQA/NEPA document shall be delivered to COUNTY for local circulation*
- *1 electronic copy of draft and final CEQA/NEPA notices*

2.4 Supplemental Activities

If any studies require special equipment, labor, or other resources, all arrangements will be made and implemented by CONSULTANT. Depending on scope, a contract amendment shall be issued.

Activities in the Right of Way – Any work performed in the COUNTY right of way will require an Encroachment Permit prior to work. Arrangements may be made with the Land Improvement Division to perform final inspection on the last day of work. Any invoice for the work performed will not be paid until the permitted work is inspected and the permit closed.

Activities Outside the Right of Way – This work will require a Permission to Enter Agreement form completed by the COUNTY. Any excavation on private property will require additional notice to the property owner. An erosion control plan will be required and the property left in a condition suitable to the property owner and COUNTY.

Services to be Provided by the County

- COUNTY will file any completed CEQA notices with the Mendocino County Clerk's Office and pay any required administrative fee for filing the notice

- COUNTY will make appropriate staff available for meetings and site visits
- COUNTY will review all reports for approval, either as the approving agency or prior to submittal to an approving agency
- COUNTY will prepare the agenda packet for any required Board of Supervisors meeting and schedule public hearings if required
- COUNTY will prepare any needed Permission to Enter documents for access to private property
- COUNTY will submit the permit applications and any fees to the regulatory agencies for project permits

3. Basis of Design

3.1 Alignment Review and Selection

CONSULTANT to review and evaluate up to two alignment alternatives. The approximate length of new roadway is 4,200 linear feet. CONSULTANT to prepare an alignment analysis memorandum to share with project stakeholders. The evaluation may consider important design features like sensitive environmental resources, planned and proposed purpose, need, synergies and overlap, connections to key locations, access, and other considerations in coordination with the COUNTY. The ratings matrix completed from earlier study work will be updated and rescored.

For budgeting purposes, it is assumed that this analysis will result in the elimination of various alternatives and that only a no-build and one alignment alternative will be considered to be moved forward for further consideration and environmental evaluation. It is assumed that while one alignment will be considered there will be alternatives analyzed in that alignment. Some of those alternatives would be assessing an at grade crossing and a grade separated crossing at the railroad tracks, as well as looking at designing part of the roadway in fill or as a causeway over the floodway.

The alternatives will be summarized in a brief technical memorandum that uses tables and narrative description of the recommended alternative.

Deliverables

- Draft and Final Alternatives Analysis Memorandum (electronic PDF)

3.2 Intersection Control Evaluation

CONSULTANT will obtain and review new and/or existing traffic data and revalidate forecasted build-year and design–year study area traffic data at each intersection/roadway extension connection to existing roads. A technical memorandum that documents this review and revalidation will be prepared and submitted for review and comment to the COUNTY.

The most recent three years of available collision data for local facilities will be obtained using Statewide Integrated Traffic Records System (SWITRS) data from California Highway Patrol, TASAS Table B, and other Accident Reports as appropriate.

1. Provide description of collision history on all study roadways and intersections
2. Figure showing collision history by accident type

Operational analysis for up to two intersections will be completed for both existing and with-project scenarios.

Existing Conditions/With Project Intersection Level of Service

1. Perform HCM 7th Edition Operational Method LOS and 95th percentile queue calculations for existing a.m. and p.m. peak hour conditions at study intersections
2. Table – Showing a.m. and p.m. peak hour delay, LOS and 95th percentile queues for existing conditions for study intersections
3. Identify any existing condition operational or safety deficiencies.

Existing Conditions/With project Intersection Signal Warrants

1. Per the latest CA MUTCD, perform peak hour (Warrant 3) and accident (Warrant 7) signal warrant calculations for existing a.m. and p.m. peak hour conditions at non- signalized study intersections
2. Identify intersections that meet Warrant 3 or 7

Caltrans' Intersection Control Evaluation (ICE) traffic policy directive became effective on August 30, 2013. One of the criteria included in the ICE process is that all intersection types should be considered as a viable intersection improvement. This evaluation will include traffic signal alternatives, roundabouts and other viable options.

The ICE will consider key stakeholder input, among others, including but not limited to the following:

– Right of Way Constraints
– Environmental Constraints
– Traffic Operations
– Geometrics

Draft ICE Report

A Draft Technical Memorandum will be prepared and first submitted to the COUNTY for review. Conclusions, recommendations, assumptions, and methodologies developed will be documented and presented.

Supporting calculations and exhibits will also be provided as attachments to the Technical Memorandum. The final ICE Report will then be prepared and submitted following resolution to all comments on the Draft Technical Memorandum.

Final ICE Report

After resolving all COUNTY provided comments, the final ICE Report will then be prepared and submitted following resolution to all comments on the Draft ICE Report Memorandum.

Deliverables

– Draft and Final ICE Reports (electronic PDF)

3.3 Concept Design

From the selected alignment alternative, the CONSULTANT will prepare concept level plans (equivalent to 10 percent) using Autodesk Civil 3D 2022 and utilizing GHD CAD standards. This package will include a typical section to document geometric layout of new roadway for basis of design and for confirmation of design cross section. Plans will be developed at a scale of 1:20 and utilizing design standards discussed under the subsequent Final Design (PS&E) task.

Deliverables

– Draft and Final Concept Level Plan and Cross Section (electronic PDF)

3.4 Storm Water Low Impact Development Submittal

This project will need to comply with the stormwater management requirements of the County of Mendocino Low Impact Development Manual (LID Manual).

To meet the LID Manual, CONSULTANT will:

– Evaluate the impacts of the project footprint, quantifying the area, the slopes, and the changed land cover
– Determine permanent water quality treatment requirement
– Evaluate options for water quality treatment/ hydromodification and select preferred alternative with COUNTY input
– Prepare a Stormwater Low Impact Development Submittal (Storm Water Control Plan); draft and final plans will be prepared and submitted to the COUNTY for review and approval

– Incorporate the final Stormwater Control Plan into the project plans, specifications and estimates for the necessary storm water treatment facilities, erosion control facilities, and temporary construction control measures

Deliverables

– *Draft and Final Storm Water Control Plan (electronic PDF)*

3.5 Basis of Design Memorandum

CONSULTANT will prepare a Design Basis Memorandum for the project to document which design standards that are to be used and summarize the concept design. The Design Basis Memorandum will be provided to the COUNTY for review and approval. It is assumed that one round of comments on the initial draft will be provided.

CONSULTANT will address the comments and submit the final working Basis of Design to the COUNTY for signature and approval prior to the start of the final design. This memo will be updated as needed and provided to the COUNTY for approval of any revisions.

Deliverables

– *Draft and Final Basis of Design Memorandum (electronic PDF)*

3.6 Task 3.6 – Stakeholder Outreach

3.6.1 Board of Supervisors (BOS) Meetings

The CONSULTANT will provide assistance at up to two BOS meetings. The CONSULTANT shall present the design alternatives and findings of the environmental analysis to the BOS and record feedback during two meetings. It is anticipated that the first BOS meeting will occur during the public circulation period of the environmental document.

The second BOS meeting would occur only if needed to provide updates on the project after the first BOS meeting. It is also anticipated that the public will be provided the opportunity to comment during the BOS Meetings. The CONSULTANT will collect and address public comments as appropriate.

3.6.2 Technical Advisory Committee (TAC) Meetings (Optional)

The CONSULTANT will provide assistance at up to two TAC meetings, the CONSULTANT shall present the design concepts and solicit feedback from public agency and utility representatives, including but not limited to PG&E, AT&T, Comcast, City of Ukiah, GRTA, Fire, Police, and Emergency Services.

In collaboration with COUNTY Staff, CONSULTANT shall prepare meeting agenda and presentation materials (printed boards or PowerPoint presentation as appropriate). CONSULTANT shall prepare meeting notes to record outcomes.

It is assumed that COUNTY staff will identify and reach out to the appropriate representatives of each public agency and utility and shall notify them of the meeting dates and locations.

The timing of these TAC meetings shall be determined by the CONSULTANT and COUNTY staff according to the project schedule. TAC input is generally most useful prior to the public meetings listed below so that the proposed design solutions are vetted by the agencies and utilities.

Deliverables

– Meeting materials for each meeting, such as slide presentations, graphics, sign-in, and other materials
– Documentation of meeting findings with notes and comments

3.6.1 Coordination with Property Owners

CONSULTANT will aid in coordination on project impacts for needed exploration efforts within private property. CONSULTANT will inform the County of exploration needs and aid with up to 48 hours of supplemental exhibits. COUNTY will procure all rights of entry permits needed and provide to CONSULTANT.

Mendocino Redwood Company (MRC)- CONSULTANT will work with MRC on on-going development at parcel #169-150-02. After geometric alignment has been chosen GHD will incorporate plans provided by

MRC, and provide access if requested by MRC and concurred by COUNTY. CONSULTANT will provide up to 48 hours of additional assistance.

4. Task 4 – Project Design

4.1 Preliminary Project Design – 35% Plans

Once preferred alternative is decided CONSULTANT will perform an expedited review of the concept plans and use these as the basis for the preliminary engineering design. Alignments and roadway design will be reviewed against applicable Standard Plans and Specifications for Public Improvements. This includes standard AASHTO Green Book, Caltrans Highway Design Manual, and other design permitting requirements for geometric design, safety, pavement design, drainage, and lighting. The appropriate design Traffic Index will be confirmed with the COUNTY including proposed roadway designation. CONSULTANT will also confirm intersection traffic control for the project. The preliminary design will include work to be completed including temporary facilities, abandonment and demolition of existing facilities, plan and profile drawings, proposed R/W take areas, utility conflict mapping, road and pedestrian facility extension, LID, street lighting, and construction details. Drawings will be prepared using CONSULTANT CAD standards and COUNTY title block in AutoCAD C3D Version 2022 software. Please see items described below for additional detail.

The submittal should include right of way and utility research as well as an updated preliminary engineering cost estimate.

2 strip maps will be provided in a Geometric Approval Drawing format. The first will have the layout, typical sections, profiles, superelevation diagrams, and show pavement delineation for the length project. The second will showcase the drainage inlet locations, cross culverts, swale location, inset flood plain. In addition, two APS level drawings will be provided for the Russian River Bridge, and overflow structure.

Deliverables

- *Draft 35% Exhibits and Bridge APS Drawings*
- *Final 35% Exhibits, Bridge APS Drawings & Preliminary Estimate*

4.2 Structure Type Selection

Once the preferred alignment alternative has been selected by the COUNTY, CONSULTANT will proceed with bridge type selection.

4.2.1 Draft Bridge Type Selection Reports – River Crossing and East Overflow Structure

CONSULTANT will complete a Draft Bridge Type Selection Report to present design and construction considerations and bridge alternatives, with construction costs, to facilitate selection of a preferred project for design and construction. The draft Bridge Type Selection Report will include, as applicable:

- Location and Site Map
- General description of the project
- Design criteria summary
- Hydraulics requirements and scour analysis
- Geotechnical requirements
- Environmental requirements
- Bridge railing options
- Bridge and alignment alternatives and associated advantages/disadvantages and costs
- Method of construction
- Aesthetics
- Summary of roadway design parameters, geometry, and approach roadway
- Design exceptions required (if applicable)

– Appendices will include bridge General Plan, alternative cost estimates, photographs, draft Preliminary Foundation Report, and draft Hydraulic Report

The following assumptions were made in developing the scope for the structures:

– The new bridge over the Russian River is assumed to be a multi-span bridge up to 800 feet in length. It is assumed the bridge will be founded on deep foundations.
– Retaining walls are assumed to be required at each corner of the Russian River bridge to contain structural and roadway fill at the bridge ends. These retaining walls are assumed to be Caltrans standard plan concrete retaining walls.
– The overflow structure east of the Russian River is assumed to be a multi-span bridge up to 800 feet in length. It is assumed the bridge will be founded on deep foundations.
– Potential bridge aesthetics will be limited to architectural treatments in the form of concrete formliners and/or staining of the faces of abutments, wingwalls, concrete barrier, and retaining wall faces.

The Draft Report will also include an analysis of the programmed funding in comparison to the anticipated costs of the project and, if necessary, provide a discussion of means to justify the need for and to request additional funding from Caltrans.

CONSULTANT will submit the Draft Bridge Type Selection Report to COUNTY for review and selection of the preferred alternative.

4.2.2 Type Selection Meetings

CONSULTANT will conduct a meeting at COUNTY's office to discuss the alternatives presented in the Draft Bridge Type Selection Report and to assist COUNTY in selecting a preferred alternative for final design.

4.2.3 Final Bridge Type Selection Reports

CONSULTANT will prepare a Final Bridge Type Selection Report (Final Report) that includes the incorporation and resolution of all COUNTY comments on the Draft Bridge Type Selection Report, as well as its inclusions.

An updated draft general plan and layout plan and profile for the preferred alternative will be incorporated into the Final Report. The Final Report will serve as the basis of completion of the environmental documentation and final design for the project.

Deliverables

– 3 bound copies of the Final Bridge Type Selection Report for review and submittal
– 1 copy of the Final Bridge Type Selection Report accepted by COUNTY as bound print and as PDF
– List of unusual design issues confronted in the design process, with solutions, and any design exceptions included in the plans
– 1 bound copy of the Draft Bridge Type Selection Report for review and submittal

4.3 35% Design and Estimate Advancement

The CONSULTANT will advance the 35% design and estimate. The purpose of the advancement of the design and estimate is to help support long lead permitting required for the river crossing in the FEMA floodplain and the railroad crossing where the CPUC will be an approving agency. This effort will be to advance the design of these elements closer to 65%.

4.4 Preliminary Right of Way

The CONSULTANT will prepare preliminary right of way needs mapping identifying for alternatives analyzed in the environmental document. This will include identifying permanent and temporary right of way needs, as well as providing the assumed acreage needed for each type of take (permanent, relocation, and temporary). It is assumed that individual property owner maps will not be required at this phase of the project.

The CONSULTANT will prepare preliminary cost estimates for each of the needed acquisitions.

No site visits or meetings with property owners are included in this scope of work.

Deliverables

– *Electronic copies of the right of way maps*
– *Electronic copies of the right of way cost estimates*

5. Task 5 – Surveying and Mapping

CONSULTANT will provide all surveying and mapping as required to complete the PA&ED and PS&E phases. Tasks may include, but are not limited to:

– The topographic survey will be at a drawing scale of 1 inch = 20 feet, unless otherwise requested, with one foot contour intervals. The topographic survey will also include overhead and underground utilities.
– Prior to the field survey Consultant shall perform a records search and will call Underground Service Alert to provide utility markings in the project area.

5.1 Control

Survey vertical control shall be NAVD 88.

Survey horizontal control shall be parallel to the California Coordinate System of 1983, Zone 2. For CAD files, the southwest extent of the project area will be set at 5000, 10000. A line will be drawn from a point to that point's corresponding location on the California Coordinate System so the CAD line work can be correctly positioned after construction.

5.2 Boundary Survey

COUNTY may request surveys to determine the accurate locations of rights of way and boundary lines for property acquisition. This may include:

– Right of way and property research
– Property and right of way mapping
– Preparation of right of way plats
– Completion of legal descriptions for property acquisition
– Completion of records of surveys
– Other boundary survey support for individual project needs

The section containing the project shall be surveyed to include the section corners, quarter corners and any other monumented points that may affect the alignment of section lines. Be the project on a section line, the lines of the adjacent section shall be included.

5.3 Topographic Mapping

Topographic survey coverage area will include the area of the project.

Topographic survey will include all necessary work to produce a topographic map, including features such as, but not limited to: pavement, utility markings, utility poles, driveway, trees four inches and larger, headwalls, retaining walls, decorative walls, curbs, gutters, sidewalks, and any other pertinent information that could apply to the project during design.

5.4 Surveying and Mapping for Roads

All road features, culture, utilities, other surface features, and certain sub-surface features must be located to allow proper design of the project and others that might affect project design. Amongst these are:

– Existing right of way center lines and margins.
– Beginnings and endings of curbs, gutters, flow lines, edges of travelled way, fences, gates, guard rails, and other linear features, with intermediate shots as required.
– For all driveways: driveway centerline stations and widths. With curb and gutter, top and bottom of curb transition, and the back of the ramp portion of the driveway.

- Other: signs, building corners, trees (with diameter at breast height (DBH=54") noted if greater than 4 inches), parking lot corners, areas outside of the right of way and any other points pertinent to the project.
- Utilities: manhole covers, access shaft diameter and offset to manhole, manhole diameter and material, all pipe locations, sizes, materials, and inverts; water valve covers and tops of operating nuts; fire hydrants; pad mounted boxes and transformers; power poles; painted locations of underground utilities; overhead lights and the lowest elevation of the lowest wires crossing street.
- Drainage: drop inlet location, grate dimensions and all pipe sizes, materials, and inverts; catch basin location, grate dimensions, local depression dimensions, surface dimensions and all pipe sizes, materials, and inverts; manhole covers, access shaft diameter, and offset to manhole, manhole diameter and material; culvert locations and dimensions and limits of any surrounding riprap; any other drainage features.
- Cross sections shall be taken at all stations ending in +00 and +50, at either end of the project and 50 feet beyond both project limits. Cross sections shall extend to the right of way margin at a minimum. Be the margin on a slope, the top or toe of slope will be included.
    - At all BCs and ECs.
    - At all BCRs or ECRs of any cross street.
- Grid of intersections with lines at fifteen-foot maximum spacing from MCR to MCR with a minimum of four lines in each direction.
- Geotechnical boring sites.
- Sketches showing the arrangement of things with occasional point numbers for orientation.

5.5 Permitting Right of Way Investigations

Any work performed in the COUNTY right of way will require an Encroachment Permit prior to work. Arrangements may be made with the Land Improvement Division to perform final inspection on the last day of work. Any invoice for the work performed will not be paid until the permitted work is inspected and closed.

Services to be Provided by the County

- COUNTY will make appropriate staff available for meetings and site visits.
- COUNTY shall allow CONSULTANT to review all public- accessible data and information (in its Department of Transportation files) that relate to the project.

6. Task 6 – Geotechnical Investigations

CONSULTANT will complete the following tasks as part of the geotechnical scope of services:

6.1 Geotechnical Project Management and Design Team Meetings

CONSULTANT will provide project management and allowance for a principal and/or senior project manager to attend the kick-off meeting and up to five project design team meetings (via video conference or telephone) to address geotechnical design elements of the project.

6.2 Preliminary Foundation Report

CONSULTANT will prepare a Preliminary Foundation Report (PFR) to evaluate bridge and overflow structure foundation alternatives to assist with structure type-selection. The PFR will be based on existing subsurface data, published geologic mapping and seismicity data, aerial photographs, preliminary project data and a site review.

The PFR will summarize anticipated earth materials and conditions based on reference data and site exposures; provide preliminary seismic input parameters (based on Acceleration Response Spectrum curve); discuss preliminary foundation types (e.g., spread footings, driven piling and cast-in-drilled-hole piling); provide preliminary foundation recommendations for bridge and overflow structure foundations; retaining walls, discuss liquefaction potential; and discuss road embankment approaches.

Deliverables

– Preliminary Foundation Report (electronic PDF)

6.3 Foundation Report

6.3.1 Coordination, Permits and USA North 811

For this task CONSULTANT will:

– Review the site and mark the proposed boring locations for USA North 811
– Obtain a Mendocino County Department of Environmental Health Boring Permit
– Coordinate the proposed subsurface exploration (Task 6.3.2)

6.3.2 Subsurface Coordination

CONSULTANT will conduct a subsurface exploration to characterize the subsurface conditions for the bridge structure. CONSULTANT will drill, log, conduct the following borings:

– 5-span main bridge: Four borings to 100 to 120 feet deep

– Eastern Causeway: Nine Borings to 70 to 80 feet deep

The borings will be advanced by a subcontractor with truck or track-mounted drilling equipment (as appropriate) using rotary drilling methods. Alternatively, Cone Penetrometer Tests (CPT) could be advanced with a 25-ton CPT rig in some of the exploration locations to collect subsurface data.

Standard Penetration Test (2-inch O.D.) and Modified California (3-inch O.D.) sampling will be performed within the borings to obtain samples and blow count information. Thin-walled tube (i.e., Shelby Tube) sampling will be performed to obtain undisturbed samples for consolidation and/or strength testing, if appropriate. CONSULTANT engineer/geologist will log the borings and direct the sampling, with samples generally collected at approximate intervals of two-and-a-half to five feet for laboratory testing and reference. Groundwater levels will be recorded during and immediately after drilling.

Alternatively, CPTs could be advanced in some of the exploration locations with a 25-ton CPT rig with a 15 cm^2 piezocone to collect continuous soil and groundwater data, as allowed by refusal. Shear wave velocity would also be measured every 10 vertical feet to establish a shear wave velocity profile for use in the seismic analysis.

Seismic profiling using down-hole suspension logging will be performed in two borings (one on each side of the river) to obtain shear wave velocity measurements to further support the seismic analysis.

Two borings (one on each side of the river) will be converted to a piezometer to monitor groundwater levels over time. A vibrating wire piezometer with datalogger will be grouted into the boring for continuous monitoring through the design period.

After completion, the borings will be backfilled and surface sealed according to project permit and/or COUNTY requirements. Drill cuttings/fluids will be contained in steel drums and off hauled by the drilling subcontractor to an appropriate disposal location.

6.3.3 Laboratory Testing

CONSULTANT will complete the following laboratory tests on bulk and relatively undisturbed samples obtained from the exploratory borings (as appropriate):

– Moisture Content and Unit Weight for bearing capacity and settlement
– Sieve Analysis and Plasticity Index for classification and engineering properties
– Unconfined Compression, Triaxial Compression, and/or Direct Shear testing for strength parameters
– One-Dimensional Consolidation testing for long-term settlement analysis
– Resistivity, pH, Sulfate Content, and Chloride Content for subsurface material corrosion potential

6.3.4 Engineering Evaluation and Analysis

CONSULTANT will perform engineering evaluation and analysis for the following, as appropriate – bearing resistance; lateral capacity; pile drivability analysis; embankment settlement and downdrag; site seismicity

to determine the site acceleration response spectrum; liquefaction potential; lateral earth pressure and coefficient of friction to resist sliding; and soil corrosivity.

As required by AASHTO, a site-specific ground motion hazards analysis is required when a bridge site is within six miles of an active fault, which this site is. Also, if the site is classified as a Site Class F (considered likely), a dynamic site response with earthquake time histories and scaling is required. Both seismic analyses are included, along with the AASHTO-required peer review. Two sets of seismic analysis will be completed due to the length of project and potential changes in geology and ground motions; one for the west side of the bridge and one for the eastern causeway.

6.3.5 Foundation Report

CONSULTANT will prepare a Foundation Report (FR) for the bridge and overflow structure for review and comment by the design team. The report will provide a site/project description, summarize site geology and geologic reconnaissance, subsurface exploration and field and laboratory soil tests, discuss scour considerations as applicable (based on a Hydraulics Report prepared by others), and include a Log of Test Borings (LOTB) drawing.

Subsurface materials and foundation conditions will be discussed including seismic criteria and the design acceleration response spectrum curve. The report will discuss structure foundation conditions/constraints, recommended type, loading of bridge foundation elements, and include construction considerations. The report will also include/address liquefaction, seismic ground motions, retaining wall recommendations and approach roadway site preparation and grading. One FR will be prepared for all structures in the project.

Following receipt of all Draft FR review comments from the design team, CONSULTANT will prepare and submit a Final Report incorporating the comments as necessary. The Final Report will be submitted electronically as a PDF file.

– ***Deliverables***
– *Draft and Final Foundation Report (electronic PDF)*

6.4 Geotechnical Design Report

In conjunction with the bridge foundation study, CONSULTANT will perform a study of the proposed new elevated roadway embankment section (west of the Russian River Structure) and roadway areas beyond the floodplain/structures to evaluate the subsurface conditions and provide design recommendations for road embankments, retaining walls (if needed), drainage structures, and pavements.

6.4.1 Task 6.4.1 – Coordination, Permits and USA North 811 –

For this task CONSULTANT will:

– Review the site and mark the proposed boring locations for USA North 811
– Obtain a Mendocino County Department of Environmental Health Boring Permit
– Obtain a Mendocino County Encroachment Permit
– Obtain permits from the California Department of Fish and Wildlife and the Regional Water Quality Control Board for field work within the Russian River riparian corridor and below top of the riverbank.
– Coordinate the proposed subsurface exploration (Task 6.4.2)

These tasks will be completed in conjunction with Task 6.3.1.

6.4.2 Subsurface Exploration

CONSULTANT will conduct a subsurface exploration to characterize the subsurface conditions for the new elevated roadway embankment and roadway areas. CONSULTANT will drill, log, and sample the following borings:

– Western Overflow Structure: Nine borings to 70 to 80 feet deep
–

The borings will be advanced by a subcontractor with truck or track-mounted drilling equipment (as appropriate) using 6 to 8-inch-diameter solid, stem auger, hollow-stem augers and/or rotary drilling methods.

Standard Penetration Test (2-inch O.D.) and Modified California (3-inch O.D.) sampling will be performed within the borings to obtain samples and blow count information. Thin-walled tube (i.e., Shelby Tube) sampling will be performed to obtain undisturbed samples for consolidation and/or strength testing, if appropriate. A Crawford engineer/geologist will log the borings and direct the sampling, with samples generally collected at approximate intervals of 2.5 to 5 feet for laboratory testing and reference. Groundwater levels will be recorded during and immediately after drilling.

After completion, the borings will be backfilled and surface sealed according to project permit and/or Owner requirements. Drill cuttings/fluids will be contained in steel drums and off hauled by the drilling subcontractor to an appropriate disposal location.

6.4.3 Laboratory Testing

CONSULTANT will complete the following laboratory tests on bulk and relatively undisturbed samples obtained from the exploratory borings (as appropriate):

- Moisture Content and Unit Weight for bearing capacity and settlement
- Sieve Analysis and Plasticity Index for classification and engineering properties
- Unconfined Compression, Triaxial Compression, and/or Direct Shear testing for strength parameters
- One-Dimensional Consolidation testing for long-term settlement analysis
- Resistivity, pH, Sulfate Content, Chloride Content, and redox potential for subsurface material corrosion potential
- Resistance Value (R-value) for structural pavement section design

6.4.4 Engineering Evaluation and Analysis

CONSULTANT will perform engineering evaluation and analysis (using computer software where applicable) for the following, as appropriate – bearing resistance; embankment settlement; liquefaction potential; lateral earth pressure and coefficient of friction to resist sliding; pavements; and soil corrosivity.

6.4.5 Geotechnical Design Report

CONSULTANT will prepare a Geotechnical Design Report (GDR) for the new roadway embankments and drainage structures for review and comment by the design team. The report will provide a site/project description, summarize site geology and geologic reconnaissance, subsurface exploration and field and laboratory soil tests. Subsurface materials and conditions will be discussed, as well as groundwater conditions. The report will provide recommendations for road embankment, grading, fill slope stability, minor retaining structures (if needed), drainage structures, and pavements. Construction considerations will be provided as well.

Following receipt of all Draft GDR review comments from design team, CONSULTANT will prepare and submit a Final GDR incorporating the comments as necessary. The GDMR will be submitted electronically as a PDF file.

Deliverables

- *Draft and Final Geotechnical Design Report (electronic PDF)*

6.5 Initial Site Assessment

Due to the site history, CONSULTANT will prepare an Initial Site Assessment (ISA) Report and performed screening- level sampling and analytical testing of likely hazardous materials: aerially deposited lead (ADL) from the historical use of leaded gasoline, lead and cadmium concentrations in thermoplastic traffic markings, naturally occurring asbestos (NOA), organochlorine pesticides (OCPs), and arsenic.

6.5.1 Coordination and Records Search

For this task CONSULTANT will review:

- Historical aerial photographs and topographic maps for indications of past uses of the properties that will be impacted by the proposed Alignment AC; (city directories and fire insurance maps, if available)
- Reasonably ascertainable Federal, State, local, and tribal environmental agency databases (as applicable) for information pertaining to the proposed alignment and properties within about one mile,

in accordance with the ASTM standard. This data will be obtained from a vendor specializing in retrieval of environmental information

– Coordinate site reconnaissance and sampling (*Task 6.5.2*).

–

6.5.2 Reconnaissance, Sampling and Testing

For this task CONSULTANT will perform the following:

– Site Reconnaissance
  - Identify current uses and evidence of past uses of adjacent properties.
  - Identify potential areas of concern such as above or below ground fuel storage tanks, vehicle maintenance areas, past oil and gas operations, dump sites, discolored soils or stressed vegetation, discharges, odors, transformers, wells, standing water, hazardous substance containers or unidentified containers, etc.

– – Environmental Sampling and Testing
  - Soil samples for ADL analysis will be collected at three locations at both terminal intersections. Three soil samples will be collected from each boring location (total 18 samples). Samples with concentrations exceeding threshold limits will be further analyzed for soluble lead (WET and TCLP methods).
  - Up to four samples of thermoplastic striping material will be collected at the intersections and tested for lead and cadmium.
  - Up to 10 soil samples for NOA analysis will be collected during the Task 4.2 subsurface exploration. Samples will be tested/analyzed as described above.
  - Up to eight soil samples to be analyzed for organochlorine pesticides (OCPs) and arsenic.

6.5.3 Research and Interviews

If warranted by the records search or site reconnaissance, reasonable attempts will be made to interview persons identified as knowledgeable about potentially contaminated locations within or adjacent to the site to obtain information regarding their potential impacts to the project. Interviews may be conducted in person, by telephone, or in writing. Individuals interviewed might include property owners, tenants, local government officials, or others.

6.5.4 ISA Report

An ISA report will include, but not necessarily be limited to, the following:

– Description of the project alignment and vicinity
– Summary of the local geologic and hydrogeologic conditions
– Summary of the historical record review
– Findings from the environmental records review
– Site reconnaissance observations including pertinent photos
– Interview results
– Findings and Conclusions: a summary of potential impacts of recognized environmental conditions with potential to impact the project alignment
– Recommendations: As warranted by the findings

Analytical results for the ADL, lead and cadmium, NOA, OCP, and arsenic soil samples will be reported separately in a memorandum following completion of Task 4.2. The memorandum will include, but not necessarily be limited to, the following:`

– Sample collection methodology
– Tabulated analytical results for the asbestos analyses
– Findings and Conclusions
– Recommendations, as warranted by the findings

Deliverables

– *Draft and Final Initial Site Assessment Report*
– *Draft and Final Hazardous Materials Memorandum*

– *Draft submittals: e-mailed PDF and Word files.*

Assumptions for Task 6

– *If another alignment besides Alignment AC is ultimately selected, this scope may not be appropriate and would need to be revisited. Additional costs may apply.*
– *A private utility locater is not needed; utility locations will be based on USA North 811 member and/or COUNTY markings only. If desired, a private utility locator may be added to this scope for an additional fee of approximately $5,000.*
– *The COUNTY encroachment permit will be a no-fee permit.*
– *Access and Right-of-Entries will be provided to/ through private properties, as needed, to complete site reconnaissance and the subsurface exploration.*
– *Permits, other than those listed, will be obtained by others, if needed.*
– *The proposed supports and centreline alignment will be staked by others prior to the start of Task 6.3.2 and 6.4.2.*
– *Drill cuttings will be non-hazardous.*
– *Completed boring locations will be marked by CONSULTANT after completion of Task 6.3.2 and 6.4.2 for others to survey.*
– *No infiltration testing is required.*
– *A borrow site evaluation is not included.*
– *No State or Federal agencies will be required to review the report associated with this project.*
– *Assessor's parcel maps, draft improvement plans showing the project alignment, stationing, and project limits (including staging areas, property takes, and proposed temporary easements) will be available for use.*
– *Chain of title research and/or review is not included.*
– *Design team and/or COUNTY will provide support/ coordination if landowner interviews are needed.*
– *The sampling plan may change depending on the ISA research and site reconnaissance.*
– *Mendocino County Department of Environmental Health boring permits will not be needed for sample collection during Task 6.5.2.*
– *Sampling during Task 6.5.2 can be completed with hand tools.*
– *The proposed Task 6.5.2 sampling and analysis is a preliminary screening level effort and is not intended to fully characterize the lateral or vertical extent of any compounds of concern identified at the site. Additional sampling may be required to fully characterize the lateral or vertical extent of any compounds of concern identified, or to classify impacted soils for on-site reuse or off-site disposal. If needed, an additional scope and fee will be provided for this work.*
– *Boring logs plotted in one or more DWG or DXF file.*
– *COUNTY will make appropriate staff available for meetings and site visits.*
– *COUNTY shall allow CONSULTANT to review all public- accessible data and information (in its Department of Transportation files) that relate to the project.*

7. Task 7 – Utility Coordination

Thorough utility research and communication are required. To this extent, initial notification of the project should be made early in project development. All work under this task shall be compliant with the Local Assistance Procedures Manual, Chapter 14 and relevant portions of the Right of Way Manual.

CONSULTANT will provide a list of the various utility companies with names of contacts and mailing addresses, in a COUNTY–provided spreadsheet. COUNTY will send Utility Letters A to the various utilities once the alignments are defined. Requested information will include as-built plans of existing facilities in the project area.

Deliverables

– Mailing list
– Utility A Letters

Services to be Provided by the County

– *COUNTY will send Utility Letters A to the various utilities.*

8. Hydrology and Hydraulics

It is understood that the proposed bridge location will cross a FEMA Regulatory Floodway along the Russian River. As such, the proposed design will be required to submit a No-Rise Certification or Conditional Letter of Map Revision (CLOMR) if the project results in an increase to the Base Flood Elevation (BFE). For this proposal, it has been assumed that a No-Rise Certification will be applicable; however, we have included optional tasks for a CLORM if it is not. The following tasks outline the necessary procedures for complying with the FEMA No-Rise Certification, along with Caltrans guidelines for a Location Hydraulic Study.

8.1 Data Gathering

The following sub-tasks outline the data gathering procedure CONSULTANT will undertake for the development of a comprehensive hydraulic model.

8.1.1 Record Data

CONSULTANT will request the existing FEMA hydrologic and HEC-RAS hydraulic model of Russian River and review the extent and identify data gaps needed to hydraulicly assess the proposed bridge hydraulics. In addition, CONSULTANT will review the existing survey data and identify additional survey data that may be needed to complete the hydraulic analysis.

8.1.2 Anecdotal Data

CONSULTANT understands the importance of gathering local anecdotal information regarding flooding along major river floodplains. The City of Ukiah and the adjacent Russian River Floodplain have several major tributaries which contribute significant stormwater runoff. Interviews with City of Ukiah and Mendocino County staff will help inform the bridge design.

8.2 Hydraulic Analysis & Inset Floodplain Analysis & Design

CONSULTANT will conduct a hydraulic evaluation of the proposed bridge crossing using FEMA's current effective hydraulic model in HEC-RAS format as the basis for the analysis. The analysis will identify base flood elevations (BFEs) in the river for the existing and proposed conditions. The following sub-tasks outline the evaluation process:

– Based on the Flood Insurance Study (FIS), a hydrologic model was developed by FEMA to establish Russian River 50-yr and 100-yr flows in the Russian River using the Environmental Protection Agency Hydrologic Simulation
– Program FORTRAN (HSPF) model. GHD will use the FEMA FIS flows to evaluate the River conditions for the following sub-tasks.

Duplicate Effective Model

CONSULTANT will obtain FEMA's current effective model and evaluate the model using the latest version of HEC- RAS. We will verify that the model data transfers correctly. This effort will result in the Duplicate Effective Model.

Corrected Effective Model

CONSULTANT will correct obvious geometry errors that occur when running the Duplicate Effective Model and update the model cross-sections using the latest publicly available USGS digital elevation model (DEM) and recently completed survey data. This effort will result in the Corrected Effective Model.

Existing Conditions Model

CONSULTANT will update the Corrected Effective Model with cross-sections at the proposed bridge location and update the model to correct conditions found to be inaccurate during the data review process. The Existing Conditions Model will be used for subsequent comparisons to the Proposed Conditions.

Proposed Conditions Model

CONSULTANT will modify the Existing Conditions Model to include the proposed bridge. This effort will result in the Proposed Conditions Model. Once the model is developed, the model will be run and water surface profiles will be compared to the Existing Conditions Model for the 50- year and 100-year flows. Up to three (3) model iterations are assumed as part of this task to accommodate minor design revisions.

Inset Floodplain Analysis & Design

CONSULTANT will conduct a comprehensive analysis to ensure the floodplain design meets regulatory and environmental standards design which includes an inset floodplain that effectively manages flood risks. We will integrate the floodplain design with the overall infrastructure improvements of the Redemeyer Rd Project. This analysis and design will be included in the overall Hydraulic Analysis and Preliminary Design tasks.

Deliverables

- *Duplicate Effective Model (electronic)*
- *Corrected Effective Model (electronic)*
- *Existing Conditions Model (electronic)*
- *Proposed Conditions Model (electronic)*

8.3 Hydrologic and Hydraulics Report

CONSULTANT will develop a Hydrologic and Hydraulic Report that summarizes the methods, assumptions, and results of the analysis performed under Task 8.2. The report will be used for the No-Rise Certification process, assuming the modelling shows that the project does not result in an increase to the BFE.

Deliverables

- *Draft Report (electronic)*
- *Final Report (electronic)*

8.4 Location Hydraulic Study

A Location Hydraulic Study shall be performed utilizing the Location Hydraulic Study Form. The form is to be completed in accordance with Volume 1, Chapter 17 of the Caltrans Standard Environmental Reference (SER). Modelling efforts associated with Task 8.2 will be used for the development of the Location Hydraulic Study.

Deliverables

- *Draft Report (electronic)*
- *Final Report (electronic)*

8.5 Draft CLOMR Application Package for County Review and Submittal to FEMA for Proposed Bridge

CONSULTANT will prepare a Draft CLOMR for crossing of the Russian River and associated floodway for County review. The purpose of the CLOMR is to allow FEMA to provide comments on the bridge's impact on the creek geometry. A CLOMR outlines whether the project, if built as proposed, would change the effective floodplain and floodway. CONSULTANT will address County comments and then submit the revised draft CLOMR application to FEMA for processing.

CONSULTANT will incorporate one round of County review comments on the Draft CLOMR and finalize the deliverables package. GHD will facilitate up to three working sessions with the FEMA reviewer to address and discuss comment resolution. All meetings are assumed to be virtual.

Deliverables

- *Draft Work Maps*

- *Draft Annotated FIRM*
- *Draft Floodway Data Table*
- *Address County comments to the Draft CLOMR submittal*
- *Responses to FEMA's comments and revisions to CLOMR submittal (assume two (2) rounds of FEMA comments)*
- *Revised Draft/Final Work Maps*
- *Revised Draft/Final Annotated FIRM*
- *Revised Draft/Final Floodway Data Table*

8.6 Proposed Bridge Scour Analysis

CONSULTANT will perform a scour analysis at the proposed based on the methods presented in Federal Highway Administration Hydraulic Engineering Circular No. 18 Evaluating Scour at Bridges. The analysis will be performed using the results of the hydraulic modelling conducted as part of Task 8.2.

Deliverables

- *One Draft and one Final technical memorandum summarizing methods and results of scour analysis (electronic PDF)*

Assumptions:

This proposal is based on the following assumptions and exclusions:

- *The effective FEMA HEC-RAS model for Russian River will be provided to CONSULTANT by FEMA.*
- *The existing hydraulic and hydrologic models provided by FEMA will be suitable for this effort.*
- *The Scope of Work assumes a successful No-Rise submittal. The LOMR/CLOMR tasks are optional.*
- *Hydraulic analyses will be conducted using HEC-RAS one-dimensional modelling.*
- *Data provided will be on:*
  - Horizontal Datum: NAD83 CA State Plane Zone 2 coordinates in units of feet.
  - Vertical Datum: NAVD88 in units of feet.
- *Geotechnical data for the scour analysis will be provided to CONSULTANT and will include information sufficient to conduct the analysis, including grain size distributions for the material in the channel bed at the bridge and in the channel banks at the bridge abutments.*

9. Task 9 – GRTA and CPUC Coordination

CONSULTANT will coordinate with the Great Redwood Trail Authority (GRTA) and California Public Utilities Commission (CPUC) on the roadway crossing of the rail. As part of this work CONSULTANT will prepare an application for new railroad crossing. The work performed will be divided into tasks as described below:

- Develop grade crossing plans, narratives, and application:
  - Review conceptual roadway and crossing site plans and existing survey information.
  - Identify design standards for grade crossing and approach.
  - Develop grade crossing plans and profile.
  - Develop maps of streets, property lines, tracks, buildings, and other structures.
  - Prepare CPUC Rule 3.7 application.
  - One resubmittal of CPUC Rule 3.7 application addressing (CPUC) comments received.
- California Public Utilities Commission and Stakeholder Coordination.
  - Attend conference calls (16 total hours budgeted).
  - Attend one virtual field diagnostic meeting (eight hours budgeted for up to three CONSULTANT staff to attend).

Deliverables

- *Draft and Final Grade Crossing Plans, Narratives and Application*
- *CPUC and Stakeholder Meeting Agenda and Minutes*
- *Site Diagnostic meeting notes*

Assumptions

- Meetings other than indicated above are not required.
- Cost analysis is not required.
- Level of Service analysis for roadways and intersections is excluded.
- Discussions/negotiations with adjoining property owners other than those previously listed is excluded.
- The scope of services assumes one resubmittal of the CPUC application will be required to address comments.
- Conceptual design will be in accordance with California Manual on Uniform Traffic Control Devices (MUTCD).
- CPUC application will be prepared to comply with Rule 3.7 (Public Road Across Railroad) application requirements.
- All other items not explicitly included in the above work plan.
- CONSULTANT will work as a partner with the County and other stakeholders to obtain approval of the at-grade crossing, however no guarantee is expressed or implied in this scope of services that the CPUC will approve the proposed crossing.

10. Grant Funding Assistance

10.1 Cost Estimates

To support the COUNTY's efforts in obtaining construction grant funding, the CONSULTANT will provide the COUNTY with preliminary cost estimates based on the assumed preferred alignment at the time the grant applications are required to be submitted. These estimates will be based on available Caltrans and County recent bid results and include escalation for the anticipated construction year. The estimates will also include assumed right of way costs as well as utility costs.

10.2 Additional Grant Funding Support Services

COUNTY may require the assistance of CONSULTANT to identify grant funding options for project construction. A contract amendment shall be issued for this task, if needed.

Allocation 2 - PS&E Scope of Work

The PS&E scope of work will be developed at a later date and will be issued via a contract amendment.

Redemeyer Road Extension - Revised Fee Breakdown **Updated** **4/29/2025**

		Task Description	Original Contract Amount	Total Invoiced To Date	Total Anticipated to Complete Task	Total Amount to be Shifted	Total Revised Task Amount
1	**Project Management and Coordination**		$ 401,541	$ 128,564	$ 272,977	$ -	**$ 401,541**
			$ 401,541	$ 128,564	$ 272,977	$ -	
2	**Environmental Studies and Documentation**		$ 572,731	$ 162,299	$ 897,400	$ 486,967	**$ 1,059,698**
	2.1	Environmental Project Management and Coordination	$ 28,827	$ 17,688	$ 11,139	$ -	
	2.2	NEPA Preliminary Environmental Study	$ 20,112	$ 12,015	$ 8,097	$ -	
	2.3	CEQA / NEPA Environmental Documentation	$ 502,133	$ 132,596	$ 369,537	$ -	
	2.4	Supplemental Activities	$ 21,659	$ -	$ 21,659	$ -	
	2.5	Second Biological Assessment for Northwestern Pond Turtle (if needed)	$ -	$ -	$ 30,484	$ 30,484	
	2.6	Tree Inventory Survey	$ -	$ -	$ 11,663	$ 11,663	
	2.7	Extended Phase 1 Subsurface testing for Cultural	$ -	$ -	$ 369,435	$ 369,435	
	2.8	Historical Resource Evaluation	$ -	$ -	$ 57,219	$ 57,219	
	2.9	VIA Study	$ -	$ -	$ 18,166	$ 18,166	
3	**Basis of Design**		$ 588,710	$ 232,018	$ 356,692	$ -	**$ 588,710**
			$ 588,710	$ 232,018	$ 356,692	$ -	
4	**Project Design**		$ 1,682,160	$ 22,589	$ 1,529,673	$ (145,463)	**$ 1,552,263**
	4.1	Preliminary Project Design - 35% Plans	$ 555,945	$ 2,388	$ 469,602	$ (86,343)	
	4.2	Structure Type Selection (River and Rail Crossings)	$ 383,445	$ -	$ 383,445	$ -	
	4.3	35% Design and Estimate Advancement	$ 673,051	$ 13,178	$ 543,872	$ (129,179)	
	4.5	Inset Flood Plain	$ -	$ -	$ 70,059	$ 70,059	
	4.4	Preliminary Right-of-Way	$ 69,719	$ 7,024	$ 62,695	$ -	
5	**Surveying and Mapping**		$ 204,507	$ 34,314	$ 183,117	$ 10,884	**$ 217,430**
	5.1	Control	$ 15,487	$ 5,909	$ 16,424	$ 937	
	5.2	Boundary Survey	$ 49,264	$ 26,301	$ 22,963	$ -	
	5.3	Topographic Mapping	$ 68,202	$ 186	$ 68,016	$ 5,788	
	5.4	Surveying and Mapping for Roads	$ 50,825	$ 1,918	$ 54,985	$ 4,160	
	5.5	Right-of-Way Establishment and Legal Description	$ 20,729	$ -	$ 20,729	$ -	
6	**Geotechnical Investigations**		$ 385,525	$ 8,595	$ 373,120	$ (3,810)	**$ 381,715**
	6.1	Geotechnical Project Management and Design Team Meetings	$ 26,720	$ 5,364	$ 21,356	$ -	
	6.2	Preliminary Foundation Report	$ 32,852	$ 1,938	$ 30,914	$ -	
	6.3	Foundation Report	$ 239,324	$ -	$ 205,545	$ (33,779)	
	6.4	Geotechnical Design Report	$ 51,259	$ -	$ 52,519	$ 1,260	
	6.7	Obtain Permits from CDFW and RWQCB for Geotech borings	$ -	$ -	$ 18,708	$ 18,708	
	6.5	Initial Site Assessment	$ 26,413	$ 1,292	$ 25,121	$ -	
	6.6	Plan Review and Consultation	$ 8,957	$ -	$ 18,958	$ 10,001	
7	**Utility Coordination**		$ 43,898	$ 2,996	$ 40,902	$ -	**$ 43,898**
			$ 43,898	$ 2,996	$ 40,902	$ -	
8	**Hydrology and Hydraulics**		$ 232,418	$ 24,803	$ 207,615	$ -	**$ 232,418**
			$ 232,418	$ 24,803	$ 207,615	$ -	
9	**CPUC and GRTA Coordination**		$ 94,256	$ 651	$ 56,518	$ (37,738)	**$ 57,169**
			$ 94,256	$ 651	$ 56,518	$ (37,738)	
10	**Grant Funding Assistance**		$ 84,428	$ -	$ 84,428	$ -	**$ 84,428**
			$ 84,428	$ -	$ 84,428	$ -	
	Other Direct Costs		$ 625,492	$ 3,829	$ 556,692	$ (64,972)	**$ 560,520**
			$ 625,492	$ 3,829	$ 556,692	$ (64,972)	
			Original Contract Value			**Total Additional Extra Work**	**Revised Contract Amount**
			$4,915,666			**$245,869**	**$5,179,790**

RESOLUTION NO. 25-132

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS APPROVING FIRST AMENDMENT TO BOARD OF SUPERVISORS AGREEMENT NUMBER 24-057/DEPARTMENT OF TRANSPORTATION AGREEMENT NUMBER 240006, FOR PROFESSIONAL ENGINEERING DESIGN SERVICES WITH GHD, INC. IN THE AMOUNT OF $245,869, FOR A NEW AGREEMENT TOTAL OF $ $5,179,790, FOR THE REDEMEYER ROAD EXTENSION PROJECT, COUNTY ROAD 215A (UKIAH AREA)

WHEREAS, the Mendocino County Department of Transportation (DOT) desires to construct a two-lane arterial local extension of Redemeyer Road, County Road (CR) 215A with paved shoulders and a new local bridge structure over the Russian River; and

WHEREAS, the Project Approval and Environmental Documents (PA&ED) and the plans, specifications, and estimate (PS&E) for the Redemeyer Road Extension Project is to be funded entirely through the Local Transportation Climate Adaptation Program (LTCAP); and

WHEREAS, by Resolution Number (No.) 24-062 (April 23, 2024) the Board of Supervisors approved Agreement No. 240006, with GHD, Inc., in the amount of $4,916,000 for Allocation 1, for Professional Engineering Design Services, and authorizing an additional contingency amount of $200,000, for the Redemeyer Road Extension Project, County Road 215A (Ukiah Area); and

WHEREAS, Caltrans regulations and additional environmental regulatory agency permit requirements require additional effort to complete subsurface testing for cultural resources for completion of the National Environmental Policy Act (NEPA) requirements; and

WHEREAS, GHD has agreed to complete the additional or expanded tasks for a total additional amount of $245,869; and

WHEREAS, it is mutually agreed between the County of Mendocino and GHD, Inc. that the total compensation payable to GHD, Inc., including the total amounts of salaries and expenses included in the original agreement and Amendment No. 1 shall be increased to a not-to-exceed amount of $5,179,790.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors:

1. Approves Amendment No. 1 to BOS Agreement No. 24-057/DOT Agreement No. 240006 with GHD, Inc., to amend the scope of services to include specified additional and expanded tasks and to increase the amount to be paid under the agreement by $245,869, to a not-to-exceed amount of $5,179,790 for project approval and environmental documents for the Redemeyer Road Extension Project, CR 215A in Ukiah; and

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2. Authorizes and directs the Chair of the Board of Supervisors to execute said Amendment No. 1 to BOS Agreement No. 24-057/DOT Agreement No. 240006 with GHD, Inc. on behalf of Mendocino County.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Norvell, and carried this 29th day of July 2025, by the following vote:

AYES: Supervisors Cline, Mulheren, Haschak, Norvell, and Williams
NOES: None
ABSENT: None

WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

ATTEST: DARCIE ANTLE
Clerk of the Board

_____
Deputy

APPROVED AS TO FORM:
CHARLOTTE E. SCOTT
County Counsel

_____

_____
JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

BY: DARCIE ANTLE
Clerk of the Board

_____
Deputy

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3ba)

To: BOARD OF SUPERVISORS

From: Transportation

Meeting Date: July 29, 2025

Department Contact:	Howard N. Dashiell	**Phone:**	707-463-4363
Department Contact:	Alicia Winokur	**Phone:**	707-463-4363

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Adoption of Resolution Approving Second Amendment to BOS Agreement Number 21-085 (Department of Transportation Agreement Number 200041) for Professional Engineering Design Services with Wood Rodgers, Inc. in the Amount of $17,047, for a New Agreement Total of $844,000, and Authorizing an Additional Contingency Amount of $85,000, for the Reynold's Highway Bridge Replacement Project over Outlet Creek, County Road 310, Milepost 4.87 (Willits Area)

Recommended Action/Motion:
Adopt Resolution approving second amendment to BOS Agreement Number 21-085 (Department of Transportation Agreement Number 200041) for professional engineering design services with Wood Rodgers, Inc. in the amount of $17,047, for a new Agreement total of $844,000, and authorizing an additional contingency amount of $85,000, for the Reynold's Highway Bridge Replacement Project over Outlet Creek, County Road 310, Milepost 4.87 (Willits Area); and authorize Chair to sign same.

Previous Board/Board Committee Actions:
By Resolution Number (No.) 21-063 (May 6, 2021), the Board of Supervisors (BOS) approved BOS Agreement No. 21-085/Department of Transportation (DOT) Agreement No. 200041 with Wood Rodgers, Inc.in the amount of $762,353, for professional engineering design services, and authorized an additional contingency amount of $76,300, to provide the plans, specifications and estimate bid package for the Reynold's Highway Bridge Replacement Project over Outlet Creek.

Summary of Request:
Amendment No. 2 provides for an additional $17,047 and an amended scope of services to cover additional work requested by National Marine Fisheries Servies (NMFS) for the collection of additional data to determine the presence/absence of Southern Oregon/Northern California Coast (SONCC) Evolutionary Significant Unit (ESU) coho salmon (Oncorhynchus kisutch) in the project's final Area of Potential Effect. All project-related costs are 100% reimbursable by the Federal Highway Administration (FHWA) Highway Bridge Program (HBP) and Toll Credits. DOT requests approval of Amendment No. 2 to BOS Agreement No. 21-085/DOT Agreement No. 200041, with Wood Rodgers, Inc., for an additional amount of $17,047, for a total contract amount of $844,000, and extending the termination date to December 31, 2028, so that Wood Rodgers, Inc. can continue all necessary work and avoid delays in the project timeline. DOT also believes it would be expedient to refresh the 10% contingency amount of $85,000, in order to facilitate timely completion of the work.

Item #: 3ba)

Alternative Action/Motion:
Postpone approval of Amendment No. 2.

Strategic Plan Priority Designation: A Prepared and Resilient County

Supervisorial District: District 3

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: FHWA HBP rant E-76 BRLO-5910(115)
current f/y cost: $171,049
budget clarification: N/A
annual recurring cost: N/A
budgeted in current f/y (if no, please describe): Yes
revenue agreement: N/A

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Steve Dunnicliff, Deputy CEO

CEO Review: Choose an item.
CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk
Date: July 29, 2025

Final Status: **Adopted**
Executed Item Type: Resolution
Number: 25-133
Executed Item Type: Agreement
Number: 21-085-A1

RESOLUTION NO. 25-133

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS APPROVING THE SECOND AMENDMENT TO BOARD OF SUPERVISORS AGREEMENT NO. 21-085/ DEPARTMENT OF TRANSPORTATION AGREEMENT NO. 200041 FOR PROFESSIONAL ENGINEERING DESIGN SERVICES WITH WOOD RODGERS, INC. IN THE AMOUNT OF $17,047, FOR A NEW AGREEMENT TOTAL OF $844,000, AND AUTHORIZING AN ADDITIONAL CONTIGENCY AMOUNT OF $85,000, FOR THE REYNOLD'S HIGHWAY BRIDGE REPLACEMENT OVER OUTLET CREEK, COUNTY ROAD 310, MILE POST 4.87 (WILLITS AREA)

WHEREAS, the Mendocino County Department of Transportation (DOT) desires to replace the functionally obsolete bridge on Reynold's Highway over Outlet Creek, County Road (CR) 310, Milepost (M.P.) 4.87; and

WHEREAS, the costs of construction of the Reynold's Highway bridge over Outlet Creek are anticipated to be paid for through the Federal Highway Administration (FHWA) Highway Bridge Program (HBP) with the local match funded with HBP Toll Credits; and

WHEREAS, by Resolution Number (No.) 21-063 (May 6, 2021), the Board of Supervisors (BOS) approved Agreement No. 21-085/DOT Agreement No. 200041 with Wood Rodgers, Inc. for professional engineering services to complete a plans, specifications, and estimates (PS&E) bid package; and

WHEREAS, Caltrans District 1 in correspondence with National Marine Fisheries Service (NMFS) requested the collection of additional data to determine the presence/absence of Southern Oregon/Northern California Coast (SONCC) Evolutionary Significant Unit (ESU) coho salmon (Oncorhynchus kisutch) in the project's final Area of Potential Effect (APE) (September 15, 2022); and

WHEREAS, Wood Rodgers Inc. has agreed to collect the requested data for an additional amount of $17,047; and

WEREAS, it is mutually agreed between the County of Mendicino and Wood Rodgers Inc. that the total compensation payable to Wood Rodgers, Inc., including the total amount of salaries and expenses included in the original Agreement and Amendments No. 1 and 2 shall be increased to a not-to-exceed amount of $844,000; and

WHEREAS, it is the desire of Wood Rodgers Inc. and DOT to extend the termination date set out in BOS Agreement No. 21-085/DOT Agreement 200041, from December 31, 2026 to December 31, 2028; and

WHEREAS, DOT believes it is prudent to budget a contingency amount of $85,000, for additional amendments for unforeseen additional work that may need to be performed under BOS Agreement No. 21-085/DOT Agreement 200041, and to authorize the Director of Transportation to execute amendments to use the contingency amount, so as to allow for timely completion of the work.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors:

1. Approves Amendment No. 2 to BOS Agreement No. 21-085/DOT Agreement 200041 with Wood Rodgers, Inc., to amend the scope of services to include specified

2. additional and expanded tasks and to increase the amount to be paid under the agreement by $17,047, to a not-to-exceed amount of $844,000, for plans, specifications, and estimate bid package for the Reynold's Highway Bridge Replacement over Outlet Creek, County Road 310, Mile Post 4.87 in Willits; and

3. Approves extending the termination date set out in BOS Agreement No. 21-085/DOT Agreement 200041 from December 31, 2026 to December 31, 2028; and

4. Authorizes the Director of Transportation or his designated representative to sign any and all amendments to the Agreement that will not result in an increased cost beyond the increased cost amount specified above; and

5. Authorizes and directs the Chair of the Board of Supervisors to execute said Amendment No. 2 to BOS Agreement No. 21-085/DOT Agreement 200041 with Wood Rodgers, Inc. on behalf of Mendocino County.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Norvell, and carried this 29th day of July 2025, by the following vote:

AYES: Supervisors Cline, Mulheren, Haschak, Norvell, and Williams
NOES: None
ABSENT: None

WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

ATTEST: DARCIE ANTLE
Clerk of the Board

Deputy

JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

BY: DARCIE ANTLE
Clerk of the Board

APPROVED AS TO FORM:
CHARLOTTE E. SCOTT
County Counsel

Deputy

BOS AGREEMENT NO. 21-085-A1
DOT AGREEMENT NO. 200041

Amendment 2

Original Agreement No.	21-085
Amendment 1	200041-A1

SECOND AMENDMENT TO BOARD OF SUPERVISORS AGREEMENT NO. 21-085/ DEPARTMENT OF TRANSPORTATION AGREEMENT NO. 200041 FOR PROFESSIONAL ENGINEERING DESIGN SERVICES FOR THE REYNOLD'S HIGHWAY BRIDGE REPLACEMENT OVER OUTLET CREEK, COUNTY ROAD 310, MILE POST 4.87

This second Amendment to Board of Supervisors (BOS) Agreement No. 21-085, Department of Transportation (DOT) Agreement No. 200041 is entered into by and between the **COUNTY OF MENDOCINO**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **Wood Rodgers, Inc.**, hereinafter referred to as "CONSULTANT," the date this Amendment is fully executed by all parties.

WHEREAS, BOS Agreement No. 21-085/DOT Agreement No. 200041 was entered into on May 6, 2021 (the "Initial Agreement"); and

WHEREAS, the first Amendment to BOS Agreement No. 21-085/DOT Agreement No. 200041 was executed on October 12, 2023; and

WHEREAS, upon execution of this document by COUNTY and CONSULTANT, this document will become part of the Agreement and shall be incorporated therein; and

WHEREAS, it is the desire of COUNTY and CONSULTANT to extend the termination date from December 31, 2026 to December 31, 2028; and

WHEREAS, Caltrans District 1 in correspondence with National Marine Fisheries Service (NMFS) requested the collection of additional data to determine the presence/absence of Southern Oregon/Northern California Coast (SONCC) Evolutionary Significant Unit (ESU) coho salmon (Oncorhynchus kisutch) in the project's final Area of Potential Effect (APE) (September 15, 2022); and

WHEREAS, CONSULTANT has prepared the attached "Amended Scope of Services", attached hereto as Exhibit A and incorporated herein by this reference, including additional or expanded tasks as compared to the original scope of work; and

WHEREAS, it is the desire of the COUNTY and CONSULTANT to increase the total amount payable by $17,047 from $826,953 to $844,000.

NOW, THEREFORE, we agree as follows:

1. The termination date set out in the Agreement is hereby extended from December 31, 2026, to December 31, 2028.

2. The original Definition of Services, Consultant Agreement Exhibit A to Agreement No. 200041, amended to include the additional and expanded tasks as detailed in the Amendment No.1, is hereby amended to include the additional and expanded tasks as detailed in the "Amended Scope of Services", attached hereto as Exhibit A.

3. The total "not to exceed" compensation payable to CONSULTANT is increased by $17,047 to eight hundred forty-four thousand dollars ($844,000) for the term of this agreement.

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

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IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: _____
HOWARD N. DASHIELL, Director
TRANSPORTATION

Date: June 17, 2025

Budgeted: ☒ Yes ☐ No

Budget Unit: 3041

Line Item: 86-2184

Org/Object Code:

Grant: ☒ Yes ☐ No

Grant No. : FHWA E-76, BRLO-5910(115)

CONTRACTOR/COMPANY NAME

By: _____
SIGNATURE

Date: Jul 9, 2025

NAME AND ADDRESS OF CONTRACTOR:

Wood Rodgers

3301 C Street, Bldg 100-B

Sacramento, CA 95816

COUNTY OF MENDOCINO

By: _____
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: 07/29/2025

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: _____
Deputy 07/29/2025

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: _____
Deputy 07/29/2025

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: _____
COUNTY COUNSEL

Date: 07/07/2025

INSURANCE REVIEW:

By: _____
Risk Management

Date: 07/07/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
Deputy CEO or Designee

Date: 07/07/2025

Signatory Authority: $0-25,000 Department; $25,001- 50,000 Purchasing Agent; **$50,001+ Board of Supervisors**
Exception to Bid Process Required/Completed ☐ _____
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: _____

EXHIBIT A

AMENDED SCOPE OF SERVICES

The current, approved scope of services will be amended as follows

TASK 5.0: ENVIRONMENTAL PROJECT MANAGEMENT AND COORDINATION (AMENDED SCOPE)

Under this task, Stantec will maintain an open line of communication with the Wood Rodgers and Mendocino County (as appropriate) throughout the duration of the project. This will be accomplished through a combination of conference calls, informal communications (e.g., e-mails), and submittals of pertinent written correspondence.

Deliverables: Meeting notes; emails summarizing conversations; project updates

Meeting(s): Not applicable

Schedule: Ongoing for duration of contract amendment

SUBTASK 5.1.6C: WATER TEMPERATURE MONITORING (NEW SCOPE)

This subtask focuses on assessing water temperature suitability specifically for Southern Oregon/Northern California Coast, Evolutionary Significant Unit (ESU) coho salmon (*Oncorhynchus kisutch*), a species listed as threatened under both the federal and state endangered species acts and for which designated critical habitat includes Outlet Creek. The goal is to assess summer low flow water temperatures to provide evidence for presence or absence of over-summering juveniles and to provide mitigation recommendations (if appropriate).

5.1.6C.1 – Data Collection

Stantec's qualified fisheries biologist(s) will install four (4) data loggers into the active flow channel of Outlet Creek. Probes will collect temperature data 24 hours a day and be programmed to record at 15-minute intervals. The probes will be placed in selected pool locations to determine if the pool habitat in the APE remains cool enough for over summering coho salmon. After initial installation, two additional (2) site visits will be conducted, one for a mid-season data download and equipment check (ideally mid-late July) and the final site visit to collect data and retrieve the probes (ideally late September - early October). During each field visit any fish species presence will be noted, photographs will be taken, flow will be estimated, habitats present will be described, and any changes noted.

Deliverables: Excel spreadsheets with QA/QC raw data and summarized temperature data including daily and weekly mean and maximum tables and graphs at each location selected.

Meeting(s): One (1) onsite meeting with NMFS, CDFW, and County upon agency request

Schedule: Field work will begin within two (2) weeks of receipt of agencies approval of research design, ideally the probes will be installed early June.

5.1.6C.2 – Data Analysis and Findings Summary

Stantec will prepare a technical memorandum that summarizes data collected during the data collection phase of this subtask. Raw data will be appended to the memorandum. Findings will summarize habitat conditions at the times of data collection, including flow estimates and water temperatures. Mitigation recommendations will also be included, if appropriate. Maps showing data logger locations, areas surveyed, and photographs of habitat conditions will be included in the memorandum.

Deliverables: Administrative draft findings technical memorandum for Wood Rodgers and County approval; draft findings technical memorandum for NMFS and CDFW approval; final findings technical memorandum for NMFS and CDFW approval

Meeting(s): Not applicable

Schedule: Administrative draft findings technical memorandum will be submitted within three (3) weeks of notice to proceed; final findings technical memorandum will be submitted to NMFS and CDFW within two (2) weeks of receipt of administrative draft comments

GENERAL ASSUMPTIONS

- For safety and study purposes, site visits conducted by Stantec will require two personnel (one of whom will be a qualified fisheries biologist).
- The study area will be limited to the reaches of Outlet Creek and the unnamed seasonal channel in the final APE (September 15, 2022).
- Four (4) data loggers will be used for the study purpose.
- Stantec assumes a total of three (3) site visits to deploy and gather baseline data, collect data during the study timeline, and collect and retrieve final data.
- The cost does not include subsequent monitoring if needed.

RESOLUTION NO. 25-133

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS APPROVING THE SECOND AMENDMENT TO BOARD OF SUPERVISORS AGREEMENT NO. 21-085/ DEPARTMENT OF TRANSPORTATION AGREEMENT NO. 200041 FOR PROFESSIONAL ENGINEERING DESIGN SERVICES WITH WOOD RODGERS, INC. IN THE AMOUNT OF $17,047, FOR A NEW AGREEMENT TOTAL OF $844,000, AND AUTHORIZING AN ADDITIONAL CONTIGENCY AMOUNT OF $85,000, FOR THE REYNOLD'S HIGHWAY BRIDGE REPLACEMENT OVER OUTLET CREEK, COUNTY ROAD 310, MILE POST 4.87 (WILLITS AREA)

WHEREAS, the Mendocino County Department of Transportation (DOT) desires to replace the functionally obsolete bridge on Reynold's Highway over Outlet Creek, County Road (CR) 310, Milepost (M.P.) 4.87; and

WHEREAS, the costs of construction of the Reynold's Highway bridge over Outlet Creek are anticipated to be paid for through the Federal Highway Administration (FHWA) Highway Bridge Program (HBP) with the local match funded with HBP Toll Credits; and

WHEREAS, by Resolution Number (No.) 21-063 (May 6, 2021), the Board of Supervisors (BOS) approved Agreement No. 21-085/DOT Agreement No. 200041 with Wood Rodgers, Inc. for professional engineering services to complete a plans, specifications, and estimates (PS&E) bid package; and

WHEREAS, Caltrans District 1 in correspondence with National Marine Fisheries Service (NMFS) requested the collection of additional data to determine the presence/absence of Southern Oregon/Northern California Coast (SONCC) Evolutionary Significant Unit (ESU) coho salmon (Oncorhynchus kisutch) in the project's final Area of Potential Effect (APE) (September 15, 2022); and

WHEREAS, Wood Rodgers Inc. has agreed to collect the requested data for an additional amount of $17,047; and

WEREAS, it is mutually agreed between the County of Mendicino and Wood Rodgers Inc. that the total compensation payable to Wood Rodgers, Inc., including the total amount of salaries and expenses included in the original Agreement and Amendments No. 1 and 2 shall be increased to a not-to-exceed amount of $844,000; and

WHEREAS, it is the desire of Wood Rodgers Inc. and DOT to extend the termination date set out in BOS Agreement No. 21-085/DOT Agreement 200041, from December 31, 2026 to December 31, 2028; and

WHEREAS, DOT believes it is prudent to budget a contingency amount of $85,000, for additional amendments for unforeseen additional work that may need to be performed under BOS Agreement No. 21-085/DOT Agreement 200041, and to authorize the Director of Transportation to execute amendments to use the contingency amount, so as to allow for timely completion of the work.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors:

1. Approves Amendment No. 2 to BOS Agreement No. 21-085/DOT Agreement 200041 with Wood Rodgers, Inc., to amend the scope of services to include specified

2. additional and expanded tasks and to increase the amount to be paid under the agreement by $17,047, to a not-to-exceed amount of $844,000, for plans, specifications, and estimate bid package for the Reynold's Highway Bridge Replacement over Outlet Creek, County Road 310, Mile Post 4.87 in Willits; and

3. Approves extending the termination date set out in BOS Agreement No. 21-085/DOT Agreement 200041 from December 31, 2026 to December 31, 2028; and

4. Authorizes the Director of Transportation or his designated representative to sign any and all amendments to the Agreement that will not result in an increased cost beyond the increased cost amount specified above; and

5. Authorizes and directs the Chair of the Board of Supervisors to execute said Amendment No. 2 to BOS Agreement No. 21-085/DOT Agreement 200041 with Wood Rodgers, Inc. on behalf of Mendocino County.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Norvell, and carried this 29th day of July 2025, by the following vote:

AYES: Supervisors Cline, Mulheren, Haschak, Norvell, and Williams
NOES: None
ABSENT: None

WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

ATTEST: DARCIE ANTLE
Clerk of the Board

_____
Deputy

APPROVED AS TO FORM:
CHARLOTTE E. SCOTT
County Counsel

_____

_____
JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

BY: DARCIE ANTLE
Clerk of the Board

_____
Deputy

Howard N. Dashiell
DIRECTOR OF TRANSPORTATION

Road Commissioner
County Engineer, RCE 42001
County Surveyor, PLS 7148

FUNCTIONS

Administration & Business Services
Airports
Engineering
Land Improvement
Roads and Bridges
Solid Waste & Landfills
Water Agency

COUNTY OF MENDOCINO
DEPARTMENT OF TRANSPORTATION
340 LAKE MENDOCINO DRIVE
UKIAH, CALIFORNIA 95482-9432
VOICE (707) 463-4363 FAX (707) 463-5474

June 30, 2025

Mendocino County Board of Supervisors
501 Low Gap Road, Room 1010
Ukiah, CA 95482

RE: RESOLUTION APPROVING SECOND AMENDMENT TO BOARD OF SUPERVISORS AGREEMENT NUMBER 21-085/DEPARTMENT OF TRANSPORTATION AGREEMENT NUMBER 200041 FOR PROFESSIONAL ENGINEERING DESIGN SERVICES WITH WOOD RODGERS, INC. IN THE AMOUNT OF $17,047, FOR A NEW AGREEMENT TOTAL OF $844,000, AND AUTHORIZING AN ADDITIONAL CONTINGENCY AMOUNT OF $85,000, FOR THE REYNOLD'S HIGHWAY BRIDGE REPLACEMENT PROJECT OVER OUTLET CREEK, COUNTY ROAD 310, MILEPOST 4.87 (WILLITS AREA)

Honorable Board of Supervisors:

On May 6, 2021, Board of Supervisors (BOS) adopted Resolution Number (No.) 21-063 approving BOS Agreement No. 21-085/Department of Transportation (DOT) Agreement No. 200041 with Wood Rodgers, Inc. (the "Agreement") in the amount of $762,353, for professional engineering design services, and authorizing an additional contingency amount of $76,300, to provide plans, specifications and estimate bid package for replacement of the Reynolds Highway Bridge over Outlet Creek.

Additional environmental work has been requested by National Marine Fisheries Service (NMFS) for the collection of additional data to determine the presence/absence of Southern Oregon/Northern California Coast (SONCC) Evolutionary Significant Unit (ESU) coho salmon (Oncorhynchus kisutch) in the Project Area for the completion of the Biological Assessment and the Natural Environmental Studies documents. Once these updates are complete and approved, the project can move towards completing National Environmental Policy Act (NEPA) requirements.

This additional work under the second amendment of the agreement will be completed for an additional $17,047, increasing the total contract amount to $844,000. DOT also believes it would be expedient to refresh the 10% contingency of $85,000, in order to facilitate timely completion of the work

Wood Rodgers, Inc. needs to continue this work to avoid any delays to the timeline of the project. All project-related work is 100% reimbursable by the Federal Highway Administration and Toll Credits.

I recommend and request the Board of Supervisors to authorize the second amendment to BOS Agreement No. 21-085/DOT Agreement No. 200041 for additional work for the Reynold's Highway Bridge Replacement Project over Outlet Creek, and authorizes the Director of Transportation or his designated representative to sign any and all amendments to the Agreement that will not result in an increased cost beyond the increased cost amount specified above.

DOT staff has prepared a draft Resolution which provides for said authorization for the Board's consideration and adoption.

I will, of course, respond to any question the Board may have.

Respectfully submitted,



HOWARD N. DASHIELL
Director of Transportation

Cc: B1301 Project File

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3bb)

To: BOARD OF SUPERVISORS

From: Transportation

Meeting Date: July 29, 2025

Department Contact:	Howard N. Dashiell	**Phone:**	707-463-4363
Department Contact:	Alicia Winokur	**Phone:**	707-463-4363

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Adoption of Resolution Approving Third Amendment to BOS Agreement No. 22-201 (Department of Transportation Agreement Number 220007), for Professional Engineering Design Services with GHD, Inc. in the Amount of $439,146, for a New Agreement Total of $2,270,000, for the North State Street Intersection Improvements Phase 1 Project, County Road 104 (Ukiah Area)

Recommended Action/Motion:
Adopt Resolution approving third amendment to BOS Agreement No. 22-201 (Department of Transportation Agreement Number 220007), for professional engineering design services with GHD, Inc. in the amount of $439,146, for a new agreement total of $2,270,000, for the North State Street Intersection Improvements Phase 1 Project, County Road 104 (Ukiah Area); and authorize Chair to sign same.

Previous Board/Board Committee Actions:
By Resolution No. 22-172 (August 2, 2022), the Board of Supervisors (BOS) approved BOS Agreement No. 22 -201/DOT Agreement No. 220007 with GHD, for professional engineering design services for a not-to-exceed amount of $138,122 for Allocation 1 for the project approval and environmental documents (PA/ED). By Resolution No. 23-170 (October 17, 2023), the BOS approved Amendment No. 2 to BOS Agreement No. 22-201/DOT Agreement No. 220007 with GHD, for completion of plans, specifications, and estimate (PS&E) for a new not-to-exceed contract amount of $1,830,854 for the North State Street Intersection Improvements Phase 1 Project.

Summary of Request:
Amendment No. 3 provides for $439,146 in additional funds to cover additional work required by Caltrans, utilities, and the County to complete National Environmental Policy Act (NEPA) requirements. All project-related costs are 80% reimbursable by the State Transportation Improvement Program, with the local match covered with road funds. DOT requests approval of Amendment No. 3 to BOS Agreement No. 22-201/DOT Agreement No. 220007, with GHD, Inc., for an additional amount of $439,146, for a total contract amount of $2,270,000.

Alternative Action/Motion:
Postpone approval of Amendment No. 3.

Strategic Plan Priority Designation: A Prepared and Resilient County

Item #: 3bb)

Supervisorial District: District 1

Vote Requirement: Majority

Supplemental Information Available Online At: N/A

Fiscal Details:

source of funding: STIP, Road Fund (BU 3041)
current f/y cost: $1,200,000
budget clarification: N/A
annual recurring cost: N/A
budgeted in current f/y (if no, please describe): Yes
revenue agreement: N/A

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Steve Dunnicliff, Deputy CEO

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk
Date: July 29, 2025

Final Status: **Adopted**
Executed Item Type: Resolution
Number: 25-134
Executed Item Type: Agreement
Number: 22-201-A2

RESOLUTION NO. 25-134

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS APPROVING THIRD AMENDMENT TO BOARD OF SUPERVISORS AGREEMENT NUMBER 22-201/DEPARTMENT OF TRANSPORTATION AGREEMENT NUMBER 220007, FOR PROFESSIONAL ENGINEERING DESIGN SERVICES WITH GHD, INC. IN THE AMOUNT OF $439,146, FOR A NEW AGREEMENT TOTAL OF $2,270,000, FOR THE NORTH STATE STREET INTERSECTION IMPROVEMENTS PHASE I PROJECT, COUNTY ROAD 104 (UKIAH AREA)

WHEREAS, the Mendocino County Department of Transportation (DOT) desires to construct two roundabouts along North State Street, County Road (CR 104), at the intersection of Kuki Lane, CR 250A, and at the US Highway 101 southbound interchanges, including the re-alignment of Lovers Lane, CR 222; and

WHEREAS, funding for the project approval and environmental documents (PA/ED); plans, specifications, and estimate (PS&E) will be primarily funded with State Transportation Improvement Program (STIP) funding, with the local match covered by the Road Fund, Budget Unit 3041; and

WHEREAS, on August 2, 2022, the Board of Supervisors authorized DOT to execute Agreement Number (No.) 220007, Professional Services Agreement, with GHD Inc. for completion of professional engineering design services for the North State Street Intersection Improvements Phase I Project; and

WHEREAS, by Resolution Number (No.) 23-170 (October 17, 2023) the Board of Supervisors authorized DOT to execute Amendment No. 2 to BOS Agreement No. 22-201/DOT Agreement No. 220007; and

WHEREAS, additional or expanded tasks are required based on input and requirements from Caltrans, the County, and utilities due to the expansion of: the limits and design of the drainage, the access to public roadways, the impacts to existing highway improvements, the level of preliminary right of way engineering required, impacts to utilities, and geometric revisions to reduce project impacts; and

WHEREAS, additional tasks are required for water quality study and design, retaining wall studies and design, technical studies and additional effort for the Project Report, and environmental technical studies for the completion of the National Environmental Protection Act (NEPA); and

WHEREAS, GHD has agreed to complete the additional or expanded tasks as described in said BOS Agreement No. 22-201/DOT Agreement No. 220007 for a total additional amount of $439,146; and

WHEREAS, it is mutually agreed between COUNTY and GHD that the total not-to-exceed compensation payable to GHD, including the total amounts of salaries and expenses included in the original agreement, and Amendments No. 1 through 3 shall be increased by $439,146 to a not-to-exceed amount of $2,270,000.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors hereby,

/////

1. Approves Amendment No. 3 to BOS Agreement No. 22-201/DOT Agreement No. 220007 with GHD, Inc., to amend the scope of services to include specified additional and expanded tasks and to increase the amount to be paid under the agreement by $439,146, to a not-to-exceed amount of $2,270,000 for plans, specifications, and estimate bid package for the North State Street Intersection Improvements Phase I Project, CR 104, Ukiah Area; and

2. Authorizes and directs the Chair of the Board of Supervisors to execute said Amendment No. 3 to BOS Agreement No. 22-201/DOT Agreement No. 220007 with GHD, Inc. on behalf of Mendocino County.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Norvell, and carried this 29th day of July 2025, by the following vote:

AYES: Supervisors Cline, Mulheren, Haschak, Norvell, and Williams
NOES: None
ABSENT: None

WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

ATTEST: DARCIE ANTLE
Clerk of the Board

Deputy

JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

BY: DARCIE ANTLE
Clerk of the Board

APPROVED AS TO FORM:
CHARLOTTE E. SCOTT
County Counsel

Deputy

BOS AGREEMENT NO. **22-201-A2**
DOT AGREEMENT NO. 220007

AMENDMENT **3**

Original Agreement No.	**22-201**
Amendment 1	**22-201 A-1**
Amendment 2	_____

THIRD AMENDMENT TO COUNTY OF MENDOCINO AGREEMENT NO. 22-201/ DEPARTMENT OF TRANSPORTATION AGREEMENT NO. 220007 FOR PROFESSIONAL ENGINEERING CONSULTANT SERVICES FOR THE NORTH STATE STREET INTERSECTION IMPROVEMENTS PROJECT, COUNTY ROAD 104

This third Amendment to Agreement No. 22-201/Department of Transportation (DOT) Agreement No. 220007 is entered into by and between the **COUNTY OF MENDOCINO**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **GHD, Inc.**, hereinafter referred to as "CONSULTANT," the date this Amendment is fully executed by all parties.

WHEREAS, Agreement No. 22-201/Department of Transportation (DOT) Agreement No. 220007 was entered into on August 22, 2022 (the "Initial Agreement"); and

WHEREAS, First Amendment to Agreement No. 22-201/Department of Transportation (DOT) Agreement No. 220007 was entered into on September 11, 2023 (the "First Amendment") increasing the total amount by $13,056 for a new total of $151,178; and

WHEREAS, Second Amendment to Agreement No. 22-201/Department of Transportation (DOT) Agreement No. 220007 was entered into on October 17, 2023 (the "Second Amendment") increasing the total amount by $1,679,676 for a new total of $1,830,854; and

WHEREAS, the Initial Agreement, First Amendment, and Second Amendment are referred to as the Agreement; and

WHEREAS, upon execution of this document by COUNTY and CONTRACTOR, this third Amendment will become part of the Agreement and shall be incorporated therein; and

WHEREAS, changes to design due to requirements from Caltrans, Utilities, and the County require additional effort and resources; and

WHEREAS, additional studies are required to meet National Environmental Protection Agency (NEPA) clearance for compliance with federal funding requirements; and

WHEREAS, CONSULTANT has prepared the attached "Revisions to Base Scope of Services", including summary of additional costs, attached hereto as Exhibit A and incorporated herein by this reference, including additional or expanded tasks as

compared to the original scope of work; and

WHEREAS, it is the desire of COUNTY and CONSULTANT to extend the termination date from December 31, 2025 to December 31, 2026; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to increase the total amount payable by $439,146 from $1,830,854 to $$2,270,000.

NOW, THEREFORE, we agree as follows:

1. The termination date set out in the Agreement is hereby extended from December 31, 2025 to December 31, 2026.
2. The total contracted amount set out in the Agreement is hereby increased by $439,146 from $1,830,854 to $$2,270,000.
3. The Exhibit A, Definition of Services, set out in the Agreement is hereby altered to include additional or expanded tasks outlined in Exhibit A, attached herein.

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

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IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: _____
HOWARD N. DASHIELL, Director
TRANSPORTATION

Date: 6/18/25

Budgeted: ☒ Yes ☐ No

Budget Unit: 3041

Line Item: 2184

Grant: ☒ Yes ☐ No

Grant No. : STIP #RPL-5910(134)

CONTRACTOR/COMPANY NAME

By: _____
SIGNATURE Josh Wolf, Business Group Leader

Date: 6/27/25

NAME AND ADDRESS OF CONTRACTOR:

GHD, Inc.

2200 21st Street

Sacramento, CA 95678

COUNTY OF MENDOCINO

By: _____
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: 07/29/2025

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

ATTEST:
DARCIE ANTLE, Clerk of said Board

By: _____
Deputy 07/29/2025

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: _____
Deputy 07/29/2025

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: _____
COUNTY COUNSEL

Date: 06/26/2025

INSURANCE REVIEW:

By: _____
Risk Management

Date: 06/26/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
Deputy CEO or Designee

Date: 06/26/2025

Signatory Authority: $0-25,000 Department; $25,001- 50,000 Purchasing Agent; **$50,001+ Board of Supervisors**
Exception to Bid Process Required/Completed ☐ _____
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: _____

220007 Amendment No. 3 – Exhibit A

Revisions to Base Scope of Services

Task E01 – Project Management and Coordination

GHD has and will incur additional project management for Project Report (PR) preparation and for coordination required to manage the project various tasks and tasks added below.

The preparation of PR needs a higher level of managing the project activities such as:

- Increases in the frequency of internal team meetings and coordination
- Additional Caltrans meetings, coordination and reviews of PR attachments
- Preparation of supporting documents and exhibits for more efficient communication to expedite Caltrans review and approval
- Coordination of Draft and Final PR completion to get approval typically requires a lot of management involvement

Additional time to manage these tasks will be consistent with original scope of services.

Task E02 – NEPA Support

Visual Impact Analysis (VIA)

As required by the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA) the visual impacts of the proposed project was assessed using the current Caltrans's VIA questionnaire form. The outcome of this analysis resulted in the project receiving a score of 22, requiring a VIA Memorandum which was neither anticipated nor included.

Under this additional work task, GHD prepared the VIA Memorandum in accordance with the current Caltrans VIA memorandum template. This memo described the project features, project impacts, and any environmental commitment measures including minimization and mitigation recommendations. The memo included the following sections: Introduction; Establishment Phase; Inventory Phase; Analysis Phase; Mitigation Phase; and Conclusions. Deliverables include: a DRAFT Final Memorandum to the County for submittal to Caltrans for review. GHD will update the memo based on review comments and resubmit the FINAL Memorandum for approval. Only one review cycle anticipated and was included in the scope of services.

Additional Traffic County and Traffic Memo Update

In a meeting held with Caltrans Headquarters staff on the comments received on the geometric approval drawing, Caltrans questioned the validity of the traffic study due to traffic counts being older than typically what is expected of the projects.

Therefore, to obtain approval on the design, Caltrans has required new traffic counts be obtained and used to perform an updated analysis for both the opening year and 2045. The analysis is expected to validate our original findings. While Caltrans acknowledges that project's previous counts and analysis may still hold validity, they believe a revalidation is necessary due to the complexity of the roundabouts involved in the project, to ensure accuracy, and account for any potential changes. GHD will obtain the new counts, rerun the analyses, and prepare a technical memorandum that documents the existing conditions and validates the opening year and design year roundabout operations for the proposed geometry. If the updated analyses prove otherwise, we will immediately discuss them and the path forward with you and Caltrans.

Task E03 – Additional Survey/Right of Way (ROW) Engineering Coordination

Caltrans requires a Relinquishment Map for the project since the project proposes a portion of the current Caltrans right of way be relinquished to the County. Additionally, they require a preconstruction and post construction Record of Survey (ROS) be performed and filed with the County documenting the old and new right of way boundary for Caltrans. To transfer the relinquished property a set of plats and legal descriptions will be required for including in the grant deed(s). While the original scope included one ROS, this additional

requirement necessitates further work, setting new property monumentation on the State Right of Way for the relinquished area. This additional work and performing the monumentation for both the State and grantees of the new property as well as new property acquisitions as per the County's requirements is considered new (additional) work.

To align with these new requirements, we estimate that completing the second ROS (Pre-Con) will involve an additional work to prepare and execute the ROS with precision and completeness.

Survey of Potholed Locations

To establish the locations of utilities positively identified during potholing, our surveyor, Unico, will complete field survey and update the utility base mapping CAD file with the resulting changes.

Task E04 – Project Report Preparation, Revised Geometric Engineering Drawing (GED) and Drainage Study and Design

The previous project geometrics were based on the available data and input provided by the stakeholders. They lacked all levels of input or reviews. Completing this task was crucial to avoid potential delays and cost overruns due to design features deemed impactful by other project stakeholders.

This new effort includes providing a revised roundabout layout at both intersections to reduce conflicts with utilities, incorporate new Caltrans District and Headquarters comments, new retaining walls at two locations, adjust elements to avoid the impact to the slope protection under US 101, and address water quality requirements within the project footprint. In addition to revising the 2-D design, the effort requires revisions to the roundabout geometric design check documents, updating the DSDD package and a new (additional) review of the geometrics by Caltrans Headquarters. It is assumed one round of comments will be sufficient to obtain approval of the GED submittal package.

The drainage study required the project to consider a much larger area than initially anticipated. This resulted in investigating and preparing drainage study for shed area of 660 acres as opposed to 20 acres originally assumed. A considerable amount of effort was involved in data collection, understanding the shed area, drainage patterns and the conveyance systems, in order to attempt to reuse as much of the existing drainage system, field trips and additional county and Caltrans coordination has been required.

Per Caltrans requirement, the project approval is by project report (PR) and full oversight. The additional level of effort in PR preparation and Caltrans coordination has resulted in additional staff and project management time.

Task E04 – Project Haz Mat Study – Initial Site Assessment (ISA) Phase I and ISA Phase II (PSI- project site investigation)

The original contract assumed DEER process and therefore ISA was not required as part of this process. As Caltrans required the preparation of the project report (PR) to obtain project approval, the various component of the PR would also need to be completed. Caltrans has confirmed that the project must complete an ISA. An ISA Phase I data analysis would be completed to support Caltrans approval of the PR. The scope and fee for a Phase 2 Sampling and Report (Project Site Investigation) is included in this request for change in case the Phase 1 data analysis identifies potential hazardous materials and the additional investigation is required. This item may be considered optional services and only performed with client written authorization.

Task E04 – Geotechnical Investigation

The original GHD scope did not include geotechnical studies to support the project design, and per previous discussions, this effort was deferred to a future date. The original scope however did include geotechnical support during construction. Geotechnical investigations is required in support of final design.

GHD proposes the following:

– Defer scope and fee for construction support to a later phase of the project (note, the level of effort will increase due to the addition of retaining wall foundation construction observation)
– GHD team member (Crawford & Associates) to complete the required geotechnical investigations and report in support of project design as outlined below:

- Complete the necessary geotechnical investigations and studies in support of pavement design
- Complete the necessary geotechnical investigations and studies in support of retaining walls design
- Prepare draft and final material and foundation reports
- Process one round of County and Caltrans reviews, address comments, and complete a final report.

Task E05 – Retaining Wall Design and Supporting Studies

Additional Geotechnical Testing & Revised Reporting

Although the project design always anticipated the need for a retaining wall along the northbound of the N. State Street adjacent to the existing undercrossing structures, but its needs and limits were highly depended on the project geometric layout. The previous geometrics resulted in a layout that likely required a nonstandard design which would have likely required a type selection report, lengthy Caltrans reviews and a much more expensive construction cost than standard retaining wall. The existing undercrossing structure has not been retrofitted and as a result any constraints imposed by a nonstandard retaining wall would have likely been rejected by Caltrans. Additionally, the retaining wall needed to extend under the structure which have resulted into likelihood of reconstructing the existing slope paving. The revised geometrics allows for the retaining wall to be a standard Caltrans wall type and eliminated the impacts beneath the existing undercrossing structure.

At and along the off-ramp, the revised geometrics will require a retaining wall to retain the slope and preventing it from encroaching outside of Caltrans right of way and onto the Lovers Lane Road. Without the retaining wall, the Lovers Lane would need to be shifted west onto private property.

Additionally, to support the retaining wall design geotechnical exploration and studies are required.

Task E06 – Utility Potholing

The original scope of work included $30,000 for utility locating activities. This estimate of cost was deemed as a preliminary estimated amount and a place holder. The project utility mapping is at a much higher degree of completion. Additionally, the revised geometrics reduces the level of utility impacts. Upon completion of project rough grading and preliminary drainage system design, GHD is proposing the following activities to positively locate the utilities within the project limits:

– Adding the services of a qualified utility potholer to the GHD team
– Potholer scope of work to include:
    1. Conduct 811 Call to request marking of utilities by utility owners
    2. Completing ground penetrating radar (GPR) activities based on the 811 Call utility markings and GHD utility mapping. This exercise intends to locate the utilities in much more accurate method.
    3. Complete utility potholing and potholed locations in the field based on the updated mapping prepared by GHD team using information from item 1 & 2 above and the actual project needs.
    4. Update the utility CAD files based on the utility positive locations

A contract utility potholer will provide 17 potholes to positively identify underground utilities in accordance with Caltrans guidance. It is assumed that the Caltrans encroachment and Mendocino County permit fees will be waived. Potholer will provide traffic control and restore pothole locations per requirement stated in the permit.

Amendment No. 3 Cost Summary

Task	Amount
E01 - Project Management and Coordination (GHD)	
Additional Project Management (168 hrs)	$46,368.00
E02 - NEPA Support (GHD)	
VIA	$9,868.92
Additional Traffic Study	$24,949.48
E03 - ROW Engineering Coordination (UNICO)	
Additional Work – Record of Surveys	$17,175.00
Additional Work - Relinquishment Map	$11,580.68
Additional Work – Survey of utility pothole locations	$5,883.16
E04 - Revised GED and Design, Drainage, Project Report (PR) (GHD)	
Additional Work – Geometric Revisions, Update Roundabout Design Check, Update DSDD and Drainage, PR (739 hrs)	$138,129.00
E04 – Haz Mat Study (Crawford and Asso)	
ISA Phase I	$13,458.44
ISA Phase II	$13,928.25
E04 – Geotechnical investigation (Crawford and Asso)	
Additional Work – Pavement Design	$32,272.82
Additional Work – Geotechnical, RW Foundation Report	$63,470.64
E05 - Retaining Wall Design and Supporting Studies (GHD)	
Preparing PS&E for RW1 and RW2 (132 hrs)	$25,038.00
E06 - Utility Potholing (Discovery Hydrovac)	
Utility 811 Call, GPR Of utilities, Pothole of 17 potholes	$36,313.00
TOTAL	**$438,435.39**

RESOLUTION NO. 25-134

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS APPROVING THIRD AMENDMENT TO BOARD OF SUPERVISORS AGREEMENT NUMBER 22-201/DEPARTMENT OF TRANSPORTATION AGREEMENT NUMBER 220007, FOR PROFESSIONAL ENGINEERING DESIGN SERVICES WITH GHD, INC. IN THE AMOUNT OF $439,146, FOR A NEW AGREEMENT TOTAL OF $2,270,000, FOR THE NORTH STATE STREET INTERSECTION IMPROVEMENTS PHASE I PROJECT, COUNTY ROAD 104 (UKIAH AREA)

WHEREAS, the Mendocino County Department of Transportation (DOT) desires to construct two roundabouts along North State Street, County Road (CR 104), at the intersection of Kuki Lane, CR 250A, and at the US Highway 101 southbound interchanges, including the re-alignment of Lovers Lane, CR 222; and

WHEREAS, funding for the project approval and environmental documents (PA/ED); plans, specifications, and estimate (PS&E) will be primarily funded with State Transportation Improvement Program (STIP) funding, with the local match covered by the Road Fund, Budget Unit 3041; and

WHEREAS, on August 2, 2022, the Board of Supervisors authorized DOT to execute Agreement Number (No.) 220007, Professional Services Agreement, with GHD Inc. for completion of professional engineering design services for the North State Street Intersection Improvements Phase I Project; and

WHEREAS, by Resolution Number (No.) 23-170 (October 17, 2023) the Board of Supervisors authorized DOT to execute Amendment No. 2 to BOS Agreement No. 22-201/DOT Agreement No. 220007; and

WHEREAS, additional or expanded tasks are required based on input and requirements from Caltrans, the County, and utilities due to the expansion of: the limits and design of the drainage, the access to public roadways, the impacts to existing highway improvements, the level of preliminary right of way engineering required, impacts to utilities, and geometric revisions to reduce project impacts; and

WHEREAS, additional tasks are required for water quality study and design, retaining wall studies and design, technical studies and additional effort for the Project Report, and environmental technical studies for the completion of the National Environmental Protection Act (NEPA); and

WHEREAS, GHD has agreed to complete the additional or expanded tasks as described in said BOS Agreement No. 22-201/DOT Agreement No. 220007 for a total additional amount of $439,146; and

WHEREAS, it is mutually agreed between COUNTY and GHD that the total not-to-exceed compensation payable to GHD, including the total amounts of salaries and expenses included in the original agreement, and Amendments No. 1 through 3 shall be increased by $439,146 to a not-to-exceed amount of $2,270,000.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors hereby,

/////

1. Approves Amendment No. 3 to BOS Agreement No. 22-201/DOT Agreement No. 220007 with GHD, Inc., to amend the scope of services to include specified additional and expanded tasks and to increase the amount to be paid under the agreement by $439,146, to a not-to-exceed amount of $2,270,000 for plans, specifications, and estimate bid package for the North State Street Intersection Improvements Phase I Project, CR 104, Ukiah Area; and

2. Authorizes and directs the Chair of the Board of Supervisors to execute said Amendment No. 3 to BOS Agreement No. 22-201/DOT Agreement No. 220007 with GHD, Inc. on behalf of Mendocino County.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Norvell, and carried this 29th day of July 2025, by the following vote:

AYES: Supervisors Cline, Mulheren, Haschak, Norvell, and Williams
NOES: None
ABSENT: None

WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

ATTEST: DARCIE ANTLE
Clerk of the Board

_____
Deputy

APPROVED AS TO FORM:
CHARLOTTE E. SCOTT
County Counsel

_____

_____
JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

BY: DARCIE ANTLE
Clerk of the Board

_____
Deputy

Mendocino County
Board of Supervisors
Agenda Summary

Item #: 3bc)

To: BOARD OF SUPERVISORS

From: Transportation

Meeting Date: July 29, 2025

Department Contact:	Howard N. Dashiell	**Phone:**	707-463-4363
Department Contact:	Alicia Winokur	**Phone:**	707-463-4363

Item Type: Consent Agenda **Time Allocated for Item**: N/A

Agenda Title:
Adoption of Resolution Authorizing the Director of Transportation or Designee to Accept the State of California Total Maximum Daily Load Compliance Funding in the Amount of $482,211, Execute the Agreement and Any Amendments Thereto, and Sign Any Other Necessary Related Documents on Behalf of Mendocino County for the Fish Rock Road Sediment Reduction Project in the Garcia River Watershed (Boonville Area)

Recommended Action/Motion:
Adopt Resolution authorizing the Director of Transportation or designee to accept the State of California Total Maximum Daily Load Compliance Funding in the amount of $482,211, execute the Agreement and any amendments thereto, and sign any other necessary related documents on behalf of Mendocino County for the Fish Rock Road Sediment Reduction Project in the Garcia River Watershed (Boonville Area); and authorize Chair to sign same.

Previous Board/Board Committee Actions:
By Resolution Number (No.) 07-025 (October 16, 2007), the Board of Supervisors (BOS) authorized the Director of Transportation or his designee to execute the agreement, any amendments thereto, and any documents required to obtain and implement the grant for the Fish Rock Road Sediment Reduction Project.

Summary of Request:
This Fish Rock Road Sediment Reduction Project will resume implementation of a previous 2014 sediment reduction project on Fish Rock Road that could not be completed due to funding constraints. The renewed project will implement sediment reduction treatments that were previously identified and prioritized through completion of the 5 Counties Salmonid Conservation Program's Direct Inventory of Road Treatments (DIRT) inventory. The Department of Transportation (DOT) has been offered Total Maximum Daily Load (TMDL) Compliance funding from the State of California (Caltrans) in the amount of $482,211, with no local match, to resume implementation of the previous sediment reduction project. DOT is requesting the Board authorize the Director of Transportation or his designee to accept the TMDL Compliance Funding from the State of California in the amount of $482,211, execute the agreement and any amendments thereto, and sign any other necessary related documents on behalf of Mendocino County to resume implementation of the previous sediment reduction project on Fish Rock Road, CR 122.

Alternative Action/Motion:
Do not authorize acceptance of the TMDL Compliance Funding from the State of California and do not complete further implementation of sediment reduction on Fish Rock Road.

Item #: 3bc)

Strategic Plan Priority Designation: A Prepared and Resilient County

Supervisorial District: District 5

Vote Requirement: Majority

Supplemental Information Available Online At:
https://www.waterboards.ca.gov/santaana/water_issues/programs/basin_plan/

Fiscal Details:

source of funding: Caltrans TMDL Sediment Reduction Funding
current f/y cost: $40,000 *estimated*
budget clarification: This is a multi-year project with the implementation likely occurring in F/Y 27/28 at an estimated cost of $422,000.
annual recurring cost: N/A
budgeted in current f/y (if no, please describe): Yes
revenue agreement: N/A

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO Liaison: Steve Dunnicliff, Deputy CEO

CEO Review: Yes
CEO Comments:

FOR COB USE ONLY

Executed By: Atlas Pearson, Senior Deputy Clerk
Date: July 29, 2025

Final Status: **Adopted**
Executed Item Type: Resolution
Number: 25-135

RESOLUTION NO. 25-135

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS AUTHORIZING THE DIRECTOR OF TRANSPORTATION OR HIS DESIGNEE TO ACCEPT THE STATE OF CALIFORNIA TOTAL MAXIMUM DAILY LOAD COMPLIANCE FUNDING IN THE AMOUNT OF $482,211, EXECUTE THE AGREEMENT AND ANY AMENDMENTS THERETO, AND SIGN ANY OTHER NECESSARY RELATED DOCUMENTS ON BEHALF OF MENDOCINO COUNTY FOR THE FISH ROCK ROAD SEDIMENT REDUCTION PROJECT IN THE GARCIA RIVER WATERSHED (BOONVILLE AREA)

WHEREAS, the Garcia River Watershed has been listed as water quality-limited (impaired) due to sedimentation on the 303(d) list as required by Section 303(d) of the Clean Water Act; and

WHEREAS, on March 07, 2002, the Environmental Protection Agency (EPA) approved the Regional Water Quality Control Board's Total Maximum Daily Load (TMDL) Action Plan into the Water Quality Control Plan for the North Coast Region (Basin Plan) in order to address pollution that is affecting the beneficial uses of the watershed; and

WHEREAS, by Resolution Number (No.) 07-025 on October 16, 2007, the Board of Supervisors authorized the Director of Transportation or his designee to execute the agreement, any amendments thereto, and any documents required to obtain and implement a previous TMDL grant for the Fish Rock Road Sediment Reduction Project; and

WHEREAS, the State of California Department of Transportation (Caltrans) is regulated under State Water Resources Control Board Order 2022-0033-DWQ National Pollutant Discharge Elimination System Statewide Stormwater Permit and Waste Discharge Requirements for State of California Department of Transportation (Order) which includes TMDL implementation requirements; and

WHEREAS, the Order allows Caltrans to satisfy some or all of its TMDL obligations through projects outside of Caltrans' right-of-way, provided that the projects, either alone or in combination with other dischargers' projects in the watershed, are consistent with attaining the waste load allocations for the watershed.

WHEREAS, DOT has been offered TMDL Compliance funding from the State of California in the amount of $482,211, with no local match, to resume implementation of the previous sediment reduction project on Fish Rock Road, County Road (CR) 122; and

WHEREAS, DOT is requesting the Board authorize the Director of Transportation or his designee to accept the TMDL Compliance Funding from the State of California in the amount of $482,211, execute the agreement and any amendments thereto, and sign any other necessary related documents on behalf of Mendocino County to resume implementation of the previous sediment reduction project on Fish Rock Road, CR 122.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors herby authorize the Director of Transportation or his designee to accept the TMDL Compliance funding from the State of California in the amount of $482,211, execute the agreement and any amendments thereto, and sign any other necessary related documents on behalf of Mendocino County for the Fish Rock Road Sediment Reduction Project.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Norvell, and carried this 29th day of July 2025, by the following vote:

AYES: Supervisors Cline, Mulheren, Haschak, Norvell, and Williams
NOES: None
ABSENT: None

WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

ATTEST: DARCIE ANTLE
Clerk of the Board

Deputy

JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

BY: DARCIE ANTLE
Clerk of the Board

Deputy

APPROVED AS TO FORM:
CHARLOTTE E. SCOTT
County Counsel

RESOLUTION NO. 25-135

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS AUTHORIZING THE DIRECTOR OF TRANSPORTATION OR HIS DESIGNEE TO ACCEPT THE STATE OF CALIFORNIA TOTAL MAXIMUM DAILY LOAD COMPLIANCE FUNDING IN THE AMOUNT OF $482,211, EXECUTE THE AGREEMENT AND ANY AMENDMENTS THERETO, AND SIGN ANY OTHER NECESSARY RELATED DOCUMENTS ON BEHALF OF MENDOCINO COUNTY FOR THE FISH ROCK ROAD SEDIMENT REDUCTION PROJECT IN THE GARCIA RIVER WATERSHED (BOONVILLE AREA)

WHEREAS, the Garcia River Watershed has been listed as water quality-limited (impaired) due to sedimentation on the 303(d) list as required by Section 303(d) of the Clean Water Act; and

WHEREAS, on March 07, 2002, the Environmental Protection Agency (EPA) approved the Regional Water Quality Control Board's Total Maximum Daily Load (TMDL) Action Plan into the Water Quality Control Plan for the North Coast Region (Basin Plan) in order to address pollution that is affecting the beneficial uses of the watershed; and

WHEREAS, by Resolution Number (No.) 07-025 on October 16, 2007, the Board of Supervisors authorized the Director of Transportation or his designee to execute the agreement, any amendments thereto, and any documents required to obtain and implement a previous TMDL grant for the Fish Rock Road Sediment Reduction Project; and

WHEREAS, the State of California Department of Transportation (Caltrans) is regulated under State Water Resources Control Board Order 2022-0033-DWQ National Pollutant Discharge Elimination System Statewide Stormwater Permit and Waste Discharge Requirements for State of California Department of Transportation (Order) which includes TMDL implementation requirements; and

WHEREAS, the Order allows Caltrans to satisfy some or all of its TMDL obligations through projects outside of Caltrans' right-of-way, provided that the projects, either alone or in combination with other dischargers' projects in the watershed, are consistent with attaining the waste load allocations for the watershed.

WHEREAS, DOT has been offered TMDL Compliance funding from the State of California in the amount of $482,211, with no local match, to resume implementation of the previous sediment reduction project on Fish Rock Road, County Road (CR) 122; and

WHEREAS, DOT is requesting the Board authorize the Director of Transportation or his designee to accept the TMDL Compliance Funding from the State of California in the amount of $482,211, execute the agreement and any amendments thereto, and sign any other necessary related documents on behalf of Mendocino County to resume implementation of the previous sediment reduction project on Fish Rock Road, CR 122.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors herby authorize the Director of Transportation or his designee to accept the TMDL Compliance funding from the State of California in the amount of $482,211, execute the agreement and any amendments thereto, and sign any other necessary related documents on behalf of Mendocino County for the Fish Rock Road Sediment Reduction Project.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Norvell, and carried this 29th day of July 2025, by the following vote:

AYES: Supervisors Cline, Mulheren, Haschak, Norvell, and Williams
NOES: None
ABSENT: None

WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

ATTEST: DARCIE ANTLE
Clerk of the Board

_____
Deputy

APPROVED AS TO FORM:
CHARLOTTE E. SCOTT
County Counsel

_____

_____
JOHN HASCHAK, Chair
Mendocino County Board of Supervisors

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

BY: DARCIE ANTLE
Clerk of the Board

_____
Deputy

Howard N. Dashiell
DIRECTOR OF TRANSPORTATION

Road Commissioner
County Engineer, RCE 42001
County Surveyor, PLS 7148

FUNCTIONS

Administration & Business Services
Airports
Engineering
Land Improvement
Roads and Bridges
Solid Waste & Landfills
Water Agency

COUNTY OF MENDOCINO
DEPARTMENT OF TRANSPORTATION
340 LAKE MENDOCINO DRIVE
UKIAH, CALIFORNIA 95482-9432
VOICE (707) 463-4363 FAX (707) 463-5474

July 16, 2025

Mendocino County Board of Supervisors
501 Low Gap Road, Room 1090
Ukiah, CA 95482

RE: ADOPTION OF RESOLUTION AUTHORIZING THE DIRECTOR OF TRANSPORTATION OR HIS DESIGNEE TO ACCEPT THE STATE OF CALIFORNIA TOTAL MAXIMUM DAILY LOAD COMPLIANCE FUNDING IN THE AMOUNT OF $482,211, EXECUTE THE AGREEMENT AND ANY AMENDMENTS THERETO, AND SIGN ANY OTHER NECESSARY RELATED DOCUMENTS ON BEHALF OF MENDOCINO COUNTY FOR THE FISH ROCK ROAD SEDIMENT REDUCTION PROJECT IN THE GARCIA RIVER WATERSHED (BOONVILLE AREA)

Honorable Board Members:

The Mendocino County Department of Transportation (MCDoT) proposes to resume implementation of a previous 2014 sediment reduction project on Fish Rock Road, County Road (CR) 122, that could not be completed due to funding constraints. The renewed project will implement sediment reduction treatments that were previously identified and prioritized through completion of the 5 Counties Salmonid Conservation Program's Direct Inventory of Road Treatments (DIRT) inventory.

This proposed project will implement treatments at a minimum of 7, and up to 17 sites along a 3.2-mile section of Fish Rock Road following Mill Creek within the upper Garcia River watershed. Proposed treatments include elimination of filled and diverted stream crossings, replacement and upgrading of existing stream crossing culverts, embankment slide stabilization, and installation of rock energy dissipators and other appropriate erosion control measures.

Most of the proposed treatment sites are existing stream crossing culverts which are undersized, significantly deteriorated, and susceptible to plugging. Repeated episodes of overtopping at some of these crossings have resulted in downgradient erosion of road shoulders and embankment failures. These associated slope failures are included as proposed treatment sites. The focus of sediment reduction treatments is to improve stream crossing culvert function and resiliency and to

correct legacy erosion issues along Fish Rock Road to reduce road-related sediment delivery to the Garcia River watershed.

The State of California Department of Transportation (Caltrans) is regulated under State Water Resources Control Board Order 2022-0033-DWQ National Pollutant Discharge Elimination System Statewide Stormwater Permit and Waste Discharge Requirements for State of California Department of Transportation (Order) which includes Total Maximum Daily Load (TMDL) implementation requirements. This Order allows Caltrans to satisfy some or all of its TMDL obligations through projects outside of Caltrans' right-of-way, provided that the projects, either alone or in combination with other dischargers' projects in the watershed, are consistent with attaining the waste load allocations for the watershed.

Caltrans has offered MCDoT TMDL Compliance funding in the amount of $482,211, with no local match, to resume implementation of the previous sediment reduction project on Fish Rock Road. MCDoT is requesting the Board authorize the Director of Transportation or his designee to accept the TMDL Compliance Funding from the State of California in the amount of $482,211, execute the agreement and any amendments thereto, and sign any other necessary related documents on behalf of Mendocino County to resume implementation of the previous sediment reduction project on Fish Rock Road, CR 122.

A draft Resolution for adoption authorizing acceptance of the funds is enclosed.

I will, of course, respond to any questions that the Board may have.

Respectfully submitted,

Howard N. Dashiell

HOWARD N. DASHIELL
Director of Transportation

Enclosure
cc File CR 122