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IHSS MEMORANDUM OF UNDERSTANDING

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Memorandum of Understanding

between Partnership HealthPlan of California and County of Placer

In-Home Supportive Services

This Memorandum of Understanding ("MOU") is entered into by Partnership HealthPlan of California ("MCP") and County of Placer ("County"), effective as of the last date of signature ("Effective Date").

WHEREAS, MCP is required under the Medi-Cal Managed Care Contract, Exhibit A, Attachment III, to enter into this MOU, a binding and enforceable contractual agreement, to ensure that Medi-Cal beneficiaries enrolled, or eligible to enroll, in MCP and who are receiving, or are potentially eligible to receive, In-Home Supportive Services ("IHSS") ("Members") are able to access and/or receive services in a coordinated manner from MCP and County; and

WHEREAS, the Parties desire to ensure that Members receive IHSS in a timely manner pursuant to existing State requirements, and that IHSS is coordinated with medical services and long-term services and supports ("LTSS") to promote the health and safety of Members.

In consideration of the mutual agreements and promises hereinafter, the Parties agree as follows:

1. Definitions. Capitalized terms have the meaning ascribed by MCP's Medi-Cal Managed Care Contract with the California Department of Health Care Services ("DHCS"), unless otherwise defined herein. The Medi-Cal Managed Care Contract is available on the DHCS webpage at www.dhcs.ca.gov.

a. "MCP Responsible Person" means the person designated by MCP to oversee MCP coordination and communication with County and ensure MCP's compliance with this MOU as described in Section 4 of this MOU. Pursuant to the DHCS FAQ (12/20/23) the "MCP Responsible Person" is the person designated by the MCP who is responsible for overseeing the care coordination activities and communications with the Third-Party Entity and ensuring the MCP's compliance with the MOU. The MCP Responsible Person is responsible for ensuring the following:

o Meeting at least quarterly with the Third-Party Entity to address any issues arising under the MOU;

o Reporting on the MCP's compliance with the MOU to MCP's compliance officer;

o Ensuring there is sufficient staff at MCP to support compliance with and management of the MOU; and

o Serving as, or designating another person to serve as, the point of contact and liaison with the Third-Party Entity to ensure the Parties meet regularly, maintain channels of communication, etc.

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b. “MCP-IHSS Liaison” means MCP’s designated point of contact responsible for acting as the liaison between MCP and County as described in Section 4 of this MOU. The MCP-IHSS Liaison must ensure the appropriate communication and care coordination are ongoing between the Parties, facilitate quarterly meetings in accordance with Section 9 of this MOU, and provide updates to the MCP Responsible Person and/or MCP compliance officer as appropriate.

“LTSS Liaison” means the person or persons designated by the MCP to provide assistance to support care coordination and transitions from institutional settings as defined by All Plan Letter 23-004 or any subsequent guidance.

c. “IHSS Responsible Person” means the person designated by County to oversee coordination and communication with MCP and ensure County’s compliance with this MOU as described in Section 5 of this MOU. Activities of the IHSS Responsible Person shall be completed only to the extent the county has the available staff resources to do so.

d. “IHSS Liaison” means County’s designated point of contact responsible for acting as the liaison between MCP and County as described in Section 5 of this MOU. The IHSS Liaison should ensure the appropriate communication and care coordination are ongoing between the Parties, collaborate and participate in quarterly meetings in accordance with Section 9 of this MOU, and provide updates to the IHSS Responsible Person as appropriate. Activities of the IHSS Liaison shall be completed only to the extent the county has the available staff resources to do so.

“Multi-disciplinary team” or “MDT” means any team of two or more persons who are trained in the prevention, identification, management, or treatment of abuse of elderly or dependent adults and are qualified to provide a broad range of services related to abuse of elderly or dependent adults and is defined in Welfare and Institutions Code (WIC) Section 15610.55 et seq. and WIC 10850.1). The MDT is typically facilitated and coordinated by staff of the Adult Protective Services (APS) program, as defined by WIC 15751, and may include other county programs and services to support the elder or dependent adult to create and implement a safety plan for ongoing supports and services.

2. Term. This MOU is in effect as of the Effective Date and continues for a term of three years, or as amended in accordance with Section 14.f of this MOU.

3. Services Covered by This MOU. This MOU governs the coordination of care between County and MCP for Members who may be eligible for and/or are receiving IHSS.

4. MCP Obligations.

a. **Provision of Covered Services.** MCP is responsible for authorizing Medically Necessary Covered Services and coordinating care for Members provided by MCP’s Network Providers, providing information necessary to assist Members or their Authorized Representatives in referring themselves to County for IHSS, and coordinating services and other related Medi-Cal LTSS provided by MCP and other providers of carve-out programs, services, and benefits.

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i. MCP shall share it's Enhanced Care Management and Community Supports network with the county's network for aging and older adult services to promote alignment.

b. **Oversight Responsibility.** The Manager of Long-Term Support System, the designated MCP Responsible Person listed in Exhibit A of this MOU, is responsible for overseeing MCP's compliance with this MOU. The MCP Responsible Person must:

i. Meet at least quarterly with County, as required by Section 9 of this MOU;

ii. Report on MCP's compliance with the MOU to MCP's compliance officer no less frequently than quarterly. MCP's compliance officer is responsible for MOU compliance oversight reports as part of MCP's compliance program and must address any compliance deficiencies in accordance with MCP's compliance program policies;

iii. Ensure there is sufficient staff at MCP to support compliance with and management of this MOU;

iv. Ensure the appropriate levels of MCP leadership (i.e., persons with decision-making authority) are involved in implementation and oversight of the MOU engagements and ensure the appropriate levels of leadership from County are invited to participate in the MOU engagements, as appropriate;

v. Ensure training and education regarding MOU provisions are conducted annually for MCP's employees responsible for carrying out activities under this MOU, and as applicable for Subcontractors, Downstream Subcontractors, and Network Providers;

vi. Designate the person or persons at the MCP to serve as the MCP- Long Term Services and Supports ("LTSS") Liaison pursuant to APL 23-004; and while the LTSS Liaison can be the same as the IHSS MCP Liaison, their functions are very different

vii. Serve, or may designate a person at MCP to serve, as the MCP IHSS Liaison, the point of contact and liaison with County. The MCP-IHSS Liaison is listed in Exhibit A of this MOU. The MCP-IHSS Liaison functions may be assigned to the MCP-LTSS Liaison as long as the MCP-LTSS Liaison meets the training requirements and has the expertise to work with the IHSS Responsible Person, in accordance with DHCS All-Plan Letter ("APL") 23-004 or any subsequent version of the APL and Section 6 of this MOU. MCP must notify County of any changes to the MCP-IHSS Liaison in writing as soon as reasonably practical but no later than the date of change and must notify DHCS within five Working Days of the change.

viii. Only to the extent that the MCP is able to, designate the person or persons at the MCP to participate in any multidisciplinary team meetings upon the request of the county. Training for participation in and coordination of multidisciplinary team meetings shall be facilitated by the county with the MCP.

c. **Compliance by Subcontractors, Downstream Subcontractors, and Network Providers.** MCP must require and ensure that its Subcontractors, Downstream Subcontractors, and Network Providers, as applicable, comply with all applicable provisions of this MOU.

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5. County Obligations.

a. **Provision of Services.** County is responsible for assessing, approving, and authorizing each Member's initial and continuing need for IHSS pursuant to California Welfare and Institutions Code Section 12300.

b. **Oversight Responsibility.** The IHSS Program Manager, the designated IHSS Responsible Person listed in Exhibit B of this MOU, is responsible for overseeing County's compliance with this MOU. The IHSS Responsible Person serves, or may designate a person to serve, as the designated IHSS Liaison, the point of contact and liaison with MCP. The IHSS Liaison is listed in Exhibit B of this MOU. County must notify MCP of changes to the IHSS Liaison as soon as reasonably practical but no later than the date of change.

- The IHSS Responsible Person will review and provide input in the development of any training and education regarding MOU for employees, Subcontractors, Downstream Subcontractors, and Network Providers, as applicable.

6. Training and Education.

a. To ensure compliance with this MOU, MCP must provide training and orientation for its employees who carry out responsibilities under this MOU and, as applicable, for MCP's Network Providers, Subcontractors, and Downstream Subcontractors who assist MCP with carrying out MCP's responsibilities under this MOU. The training must include information on MOU requirements, what services are provided or arranged for by each Party, and the policies and procedures outlined in this MOU. For persons or entities performing these responsibilities as of the Effective Date, MCP must provide this training within 60 working days of the Effective Date. Thereafter, MCP must provide this training prior to any such person or entity performing responsibilities under this MOU and to all such persons or entities at least annually thereafter. MCP must require its Subcontractors and Downstream Subcontractors to provide training on relevant MOU requirements and County IHSS to its Network Providers.

b. In accordance with health education standards required by the Medi-Cal Managed Care Contract, MCP must provide County, Members, and Network Providers with educational materials related to accessing Covered Services, including for services provided by County. MCP will seek input from the IHSS Liaison in the development of any informational or educational materials and these must meet the cultural and linguistic standards.

c. MCP must provide County, Members, and Network Providers with training and/or educational materials on how MCP's Covered Services and any carved-out services may be accessed, including during nonbusiness hours.

d. MCP, in collaboration with County, must ensure that the MCP-IHSS Liaison is sufficiently trained on IHSS assessment and referral processes and providers, and on how MCP and Primary Care Providers can support IHSS eligibility applications and coordinate care across IHSS, medical services, and LTSS. This includes training on IHSS referrals for Members in inpatient and Skilled Nursing Facility ("SNF") settings as a part of Transitional Care Service requirements, to support safe and stable transitions to home and community-based settings. This provision shall be

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implemented contingent upon the availability of training provided or arranged by the State Department of Social Services.

- County may provide its county social workers and other staff with training and educational materials on MCP's Covered Services, including nonemergency medical transportation and nonmedical transportation, to support IHSS staff in assisting Members with accessing MCP's Covered Services.

7. Referrals.

a. **Referral Process.** The Parties shall work collaboratively to develop policies and procedures that ensure Members are referred to County for IHSS and/or MCP for the appropriate services.

b. For Members who may be eligible to receive IHSS, who desire IHSS but are not currently receiving IHSS, MCP must submit Member referrals to IHSS using a patient-centered, shared decision-making process that shall be developed jointly by the MCP and the county and described through subsequent trainings and toolkits.

c. If MCP learns that a Member who is currently receiving IHSS has a condition that has changed, MCP shall advise that Member to contact the County IHSS Office to make the County aware of the change in condition for IHSS.

d. County should refer Members to MCP for MCP's Covered Services, as well as any Community Supports services or care management programs for which Members may qualify, such as Enhanced Care Management ("ECM") or Complex Case Management ("CCM"). MCP shall provide the IHSS-Liaison information regarding its process for screening and accepting referrals and shall provide a written list of ECM and any Community Support services and instructions for referrals to the IHSS-Liaison that can be shared with county staff. However, if County is also an ECM Provider pursuant to a separate agreement between MCP and County for ECM services, this MOU does not govern County's provision of ECM services.

e. If County is notified by an MCP representative that an existing IHSS participant has had a change of condition, County may follow up to determine if a reassessment of IHSS is needed.

8. Care Coordination and Collaboration.

a. **Care Coordination.**

i. The Parties must adopt policies and procedures for coordinating Members' access to care and services that incorporate all the requirements set forth in this MOU. The MCP Responsible Person shall oversee the care coordination activities and communications and shall identify any care coordination issues to be communicated to the County IHSS Responsible Person.

ii. The Parties must discuss and address care coordination issues or barriers to care coordination efforts at least quarterly.

iii. MCP must have policies and procedures in place to maintain collaboration with County and to identify strategies to monitor and assess the effectiveness of this MOU.

iv. MCP's policies and procedures must include:

1. Processes for coordinating with County that ensure there is

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no duplication of services for Members enrolled in ECM, Community Supports, and other Covered Services through IHSS and those services (such as ECM, Community Supports, and IHSS) are provided in a coordinated and complementary manner. IHSS eligibility does not preclude eligibility for ECM and Community Supports;

2. Processes for ensuring the continuation of Basic Population Health Management and care coordination of all Medi-Cal benefits to be provided or arranged for by MCP while Members receive IHSS; and

3. Processes for outreach and coordination with County (and, to the extent possible, Members and IHSS) for Members identified by DHCS as receiving IHSS.

v. MCP must assess Members transferring from one care setting or level of care to another, such as from a hospital or an SNF to the home or community, and provide IHSS referral information to Members as appropriate and supporting documentation to County if Members or their Authorized Representatives self-refer to IHSS, as appropriate, as a part of Transitional Care Service requirements in accordance with All County Letter No.: 02-68, All-County Information Notice No.: I-43-06, or any subsequent or superseding guidance.

vi. County should provide Members and their Authorized Representatives, with approval of Members, with information on how to assist Members with obtaining MCP's Covered Services, including any Community Supports or care management programs for which they may qualify, such as ECM or CCM. MCP shall provide informing materials to the County to accomplish this objective for use by county social workers and other appropriate county staff.

vii. The Parties shall develop policies and procedures for coordinating any Enhanced Care Management (ECM) and Community Supports that may enable Members to remain safely in their own homes and communities and avoid hospitalization, SNF or other acute care or institutional care settings, including continuity of care when the Member moves to a different MCP catchment area.

viii. The Parties shall develop policies and procedures for participation in multidisciplinary team meetings, including participation of ECM case managers, LTSS-Liaison, and others as deemed necessary.

9. Quarterly Meetings.

a. The Parties must meet as frequently as necessary to ensure proper oversight of this MOU, but not less frequently than quarterly, in order to address care coordination, Quality Improvement ("QI") activities, QI outcomes, systemic and case specific concerns, and communication with others within their organizations about such activities. These meetings may be conducted virtually. The length and frequency of such meetings shall be mutually agreed upon by both parties.

b. Within 30 Working Days after each quarterly meeting, MCP must post on its website the date and time the quarterly meeting occurred and, as applicable, distribute to meeting participants a summary of any follow-up action items or changes to processes that are necessary to fulfill MCP's obligations under the Medi-Cal Managed

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Care Contract and this MOU.

c. MCP must invite the IHSS Responsible Person and appropriate IHSS program executives to participate in MCP quarterly meetings to ensure appropriate committee representation, including a local presence, and to discuss and address care coordination and MOU-related issues. Subcontractors and Downstream Subcontractors should be permitted to participate in these meetings, as appropriate.

d. MCP must report to DHCS updates from quarterly meetings in a manner and at a frequency specified by DHCS and shall provide copies of these updates to the County IHSS Liaison.

e. **Local Representation.** MCP must participate, as appropriate, in meetings or engagements to which MCP is invited by County, such as local county meetings, local community forums, and County engagements, to collaborate with County in equity strategy and wellness and prevention activities.

10. **Quality Improvement.** The Parties must develop QI activities specifically for the oversight of the requirements of this MOU, including, without limitation, any applicable performance measures and QI initiatives, including those to prevent duplication of services, as well as reports that track referrals, Member engagement, and service utilization. MCP must document these QI activities in its policies and procedures. These Quality Improvement activities shall be articulated in policies and procedures developed by the MCP with input from the IHSS Responsible person and shall be consistent with the DHCS FAQs which state:

"The QI provisions in the MOU Templates are intended to encourage the parties to develop and document activities for how they will assess whether the MOU is improving care coordination and whole-person care and to develop mechanisms to evaluate whether the MOU is effective in achieving its goals. The Parties must develop QI activities specifically for the oversight of the MOU requirements, including, without limitation, any applicable performance measures, and QI initiatives, including those to prevent duplication of services, as well as reports that track referrals, Member engagement, and service utilization. The MCP must document these QI activities in its policies and procedures. MOU QI does not need to meet the QI regulations governing MCPs and/or QI regulations governing specific Third-Party Entities." Any data required from the County to meet these requirements will be contingent upon the availability of such data from the State Case Management, Information and Payrolling System (CMIPS) or other data provided by the State.

11. **Data Sharing and Confidentiality.** The Parties must implement policies and procedures to ensure that the minimum necessary Member information and data for accomplishing the goals of this MOU are exchanged timely and maintained securely and confidentially and in compliance with the requirements set forth below. The Parties must share information in compliance with applicable law, which may include the Health Insurance Portability and Accountability Act and its implementing regulations, as amended ("HIPAA"), 42 Code of Federal Regulations Part 2, and other State and federal privacy laws.

a. **Data Exchange.** MCP must, and County is encouraged to, share the minimum necessary data and information to facilitate referrals and coordinate care under this

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MOU. The Parties must have policies and procedures for supporting the timely and frequent exchange of Member information and data, which may include behavioral health and physical health data; for ensuring the confidentiality of exchanged information and data; and, if necessary, for obtaining Member consent. The minimum necessary information and data elements to be shared as agreed upon by the Parties of this MOU. The Parties must annually review and, if appropriate, facilitate sharing of information and data. The Parties are not required to obtain specific signed releases of information to exchange Member data for the purpose of sending and receiving referrals.

i. MCP must coordinate with County to receive population data regarding IHSS for Members to enable MCP to have more accurate and precise measurements of health risks and disparities within MCP's Member population, as required by the CalAIM Population Health Management Policy Guide.

ii. MCP must, and County is encouraged to, share information necessary to facilitate referrals as described in Section 7 of this MOU and provide ongoing care coordination as described in Section 8 of this MOU. The data elements to be shared must be agreed upon jointly by the Parties of this MOU.

iii. MCP must share information with County that is necessary for the IHSS Liaison to identify which Members are also receiving ECM and/or Community Supports, to assist Members with accessing all available services.

- If Member authorization is required, the Parties must agree to a standard consent form to obtain Member authorization to share and use information for the purposes of treatment, payment, and care coordination protected under 42 Code of Federal Regulations Part 2.

b. **Interoperability.** MCP must make available to Members their electronic health information held by MCP pursuant to 42 Code of Federal Regulations Section 438.10 and in accordance with APL 22-026 or any subsequent version of the APL. MCP must make available an application programming interface ("API") that makes complete and accurate Network Provider directory information available through a public-facing digital endpoint on MCP's website pursuant to 42 Code of Federal Regulations Sections 438.242(b) and 438.10(h).

12. Dispute Resolution.

a. The Parties must agree to dispute resolution procedures such that in the event of any dispute or difference of opinion regarding the Party responsible for service coverage arising out of or relating to this MOU, the Parties must attempt, in good faith, to promptly resolve the dispute mutually between themselves. MCP must, and IHSS should, document the agreed-upon dispute resolution procedures in policies and procedures. Pending resolution of any such dispute, the Parties must continue without delay to carry out all their responsibilities under this MOU, including providing Members with access to services under this MOU, unless this MOU is terminated. If the dispute cannot be resolved within 60 Working Days of initiating such dispute or such other period as may be mutually agreed to by the Parties in writing, either Party may pursue its available legal and equitable remedies under California law.

b. Disputes between MCP and County that cannot be resolved in a good

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faith attempt between the Parties must be forwarded by MCP to DHCS and may be reported by County to the California Department of Social Services. Until the dispute is resolved, the Parties may agree to an arrangement satisfactory to both Parties regarding how the services under dispute will be provided.

c. Nothing in this MOU or provision constitutes a waiver of any of the government claim filing requirements set forth in Title I, Division 3.6, of the California Government Code or otherwise set forth in local, State, or federal law.

13. Equal Treatment. Nothing in this MOU is intended to benefit or prioritize Members over persons served by IHSS who Members are not. Pursuant to Title VI, 42 United States Code Section 2000d, et seq., County cannot provide any service, financial aid, or other benefit to an individual that is different, or is provided in a different manner, from that provided to others by IHSS.

14. General.

a. **MOU Posting.** MCP must post this executed MOU on its website.

b. **Documentation Requirements.** MCP must retain all documents demonstrating compliance with this MOU for at least 10 years as required by the Medi Cal Managed Care Contract. If DHCS requests a review of any existing MOU, MCP must submit the requested MOU to DHCS within 10 Working Days of receipt of the request.

c. **Notice.** Any notice required or desired to be given pursuant to or in connection with this MOU must be given in writing, addressed to the noticed Party at the Notice Address set forth below the signature lines of this MOU. Notices must be (i) delivered in person to the Notice Address; (ii) delivered by messenger or overnight delivery service to the Notice Address; (iii) sent by regular United States mail, certified, return receipt requested, postage prepaid, to the Notice Address; or (iv) sent by email, with a copy sent by regular United States mail to the Notice Address. Notices given by in-person delivery, messenger, or overnight delivery service are deemed given upon actual delivery at the Notice Address. Notices given by email are deemed given the day following the day the email was sent. Notices given by regular United States mail, certified, return receipt requested, postage prepaid, are deemed given on the date of delivery indicated on the return receipt. The Parties may change their addresses for purposes of receiving notice hereunder by giving notice of such change to each other in the manner provided for herein.

d. **Delegation.** MCP may delegate its obligations under this MOU to a Fully Delegated Subcontractor or Partially Delegated Subcontractor as permitted under the Medi-Cal Managed Care Contract, provided that such Fully Delegated Subcontractor or Partially Delegated Subcontractor is made a Party to this MOU. Further, MCP may enter into Subcontractor Agreements or Downstream Subcontractor Agreements that relate directly or indirectly to the performance of MCP's obligations under this MOU. Other than in these circumstances, MCP cannot delegate the obligations and duties contained in this MOU.

e. **Annual Review.** MCP must conduct an annual review of this MOU to determine whether any modifications, amendments, updates, or renewals of responsibilities and obligations outlined within are required. Any recommendations for modifications, amendments, updates or renewals of responsibilities shall be

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brought forth to the county for consideration and discussion. MCP must provide DHCS evidence of the annual review of this MOU as well as copies of any MOU modified or renewed as a result.

f. **Amendment.** This MOU may only be amended or modified by the Parties through a writing executed by the Parties. This MOU shall be reviewed on an annual basis and as necessary upon issuance of new guidelines by the State, to determine the need to incorporate any changes pursuant to new policies issued by state agencies, MCP contract changes, or for other factors deemed appropriate by the MCP and CWS agency. However, this MOU is deemed automatically amended or modified to incorporate any provisions amended or modified in the Medi Cal Managed Care Contract, or as required by applicable law or any applicable guidance issued by a State or federal oversight entity.

g. **Governance.** This MOU is governed by and construed in accordance with the laws of the State of California.

h. **Independent Contractors.** No provision of this MOU is intended to create, nor is any provision deemed or construed to create, any relationship between County and MCP other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this MOU. Neither County nor MCP, nor any of their respective contractors, employees, agents, or representatives, is construed to be the contractor, employee, agent, or representative of the other.

i. **Counterpart Execution.** This MOU may be executed in counterparts, signed electronically and sent via PDF, each of which is deemed an original, but all of which, when taken together, constitute one and the same instrument.

j. **Superseding MOU.** This MOU constitutes the final and entire agreement between the Parties and supersedes any and all prior oral or written agreements, negotiations, or understandings between the Parties that conflict with the provisions set forth in this MOU. It is expressly understood and agreed that any prior written or oral agreement between the Parties pertaining to the subject matter herein is hereby terminated by mutual agreement of the Parties.

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The Parties represent that they have authority to enter into this MOU on behalf of their respective entities and have executed this MOU as of the Effective Date.

Partnership HealthPlan of California

Signature: Signed by: Sonja Bjork 10A81AB5333C440...
Name: Sonja Bjork
Title: CEO

Notice Address: 4665 Business Center Dr.
Fairfield, CA 94534

Date: 1/16/2026

County of Placer

Signature: Raúl Martíne
Raúl Martíne (Dec 23, 2025 12:07:23 PST)
Name: Raul Martinez
Title: Assistant Director of Health & Human Services
Notice Address: 11434 B. Ave.
Auburn, CA 95603

Date: 12/23/2025

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Exhibits A and B.

EXHIBIT A

4b.

Janet Ruud, Manager of Long-Term Support Systems
2525 Airpark Drive, Redding CA 96001
(530) 351-9090
jrudd@partnershiphp.org

EXHIBIT B

5b.

IHSS Responsible Person:
Colby Hytoff, IHSS Program Manager
11434 B Ave., Auburn, CA 95603
(530) 889-7249
chytoff@placer.ca.gov

IHSS Designated Liaisons:

Shawn Polivoi, IHSS Supervisor
11434 B Ave., Auburn, CA 95603
(530) 889-7250
spolivoi@placer.ca.gov

Sarah Cotta, IHSS Supervisor
101 Cirby Hills Dr., Roseville, CA 95678
(916) 787-8822
scotta@placer.ca.gov