TEHAMA COUNTY BOARD OF SUPERVISORS

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

Gabriel Hydrick
Chief Administrator

Margaret Long
County Counsel

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

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

AGENDA FOR TUESDAY, DECEMBER 9, 2025

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

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

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

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

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

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

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

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

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

The Agenda is divided into two sections:

CONSENT AGENDA:

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

REGULAR AGENDA:

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

9:00 AM CALL TO ORDER / PLEDGE OF ALLEGIANCE

PLEASE TURN OFF OR MUTE YOUR CELL PHONE

PUBLIC COMMENT

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

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

ANNOUNCEMENT OF AGENDA CORRECTIONS

PREVIOUS REPORTABLE ACTIONS FROM CLOSED SESSION

BOARD OF SUPERVISORS STANDING AND AD HOC COMMITTEE

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

Public Works Committee (Standing) (Hansen, Walker)

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

Public Safety Tax Initiative Working Group (Burroughs, Jones)

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

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

Rent Control Ordinance Ad Hoc (Jones, VACANT)

REPORTS OF MEETINGS ATTENDED INCLUDING AB1234

ANNOUNCEMENTS BY COUNTY DEPARTMENTS

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

CONSENT AGENDA

1. GENERAL WARRANT REGISTER - 11/09/25 - 11/22/25 **25-2075**

2. ADMINISTRATION **25-2080**

a) AGREEMENT - Repeal Agreement No. 2025-339 and replace with the attached Amendment No. 3 to the agreement with Lionakis (Misc. Agree #2015-294, as amended by 2017-124, as amended by 2022-265) for the purpose of providing additional architectural/engineering and consulting services for the new Tehama County Corrections Re-entry Project, thereby adding an additional $152,315, for a total maximum compensation amount to not exceed $2,041,621, to correct a clerical error in the Exhibits; no changes have been made to the Amendment itself.

3. ADMINISTRATION **25-2007**

a) AGREEMENTS - Request approval and authorization for the Chairman to sign the Agreement for Defense of Indigent Persons with the following attorneys for the purpose of providing public defender legal services to indigent persons in Tehama County Courts for a three-year period of 1/1/26 through 12/31/28

1. Christopher R. Logan - Juvenile Delinquency, Felony and Misdemeanor

Appointments in the amount of:
$242,400 per annum for the time period of 1/1/26 through 12/31/26;
$242,400 per annum for the time period of 1/1/27 through 12/31/27;
$244,824 per annum for the time period of 1/1/28 through 12/31/28;

2. Odeh E. Hijazeen - Felony and Misdemeanor Appointments in the amount of:
$222,200 per annum for the time period of 1/1/26 through 12/31/26;
$222,200 per annum for the time period of 1/1/27 through 12/31/27;
$224,422 per annum for the time period of 1/1/28 through 12/31/28;

3. Alessio C. Larrabee - Felony and Misdemeanor Appointments in the amount of:
$222,200 per annum for the time period of 1/1/26 through 12/31/26;
$222,200 per annum for the time period of 1/1/27 through 12/31/27;
$224,422 per annum for the time period of 1/1/28 through 12/31/28;

4. Anu Chopra - Juvenile Delinquency, Lanterman-Petris-Short (LPS), Drug Court, Felony and Misdemeanor Conflicts in the amount of:
$104,686.64 per annum for the time period of 1/1/26 through 12/31/26;
$104,686.64 per annum for the time period of 1/1/27 through 12/31/27;
$105,733.51 per annum for the time period of 1/1/28 through 12/31/28;

5. Kenneth A. Miller - Felony and Misdemeanor Conflicts in the amount of:
$53,076.01 per annum for the time period of 1/1/26 through 12/31/26;
$53,076.01 per annum for the time period of 1/1/27 through 12/31/27;
$53,606.77 per annum for the time period of 1/1/28 through 12/31/28;

4. SOCIAL SERVICES **25-2024**

a) AGREEMENT - Request approval and authorization for the Social Services Director to sign Amendment No. 1 with Shasta County Office of Education (Misc. Agree. 2025-170) for the provision of a Child Care Navigator, Trauma-Informed Care Training Services, and Temporary Emergency Child Care for Foster Caregivers, thereby increasing the total maximum compensation not to exceed $196,698, effective 7/1/25 and shall terminate 6/30/26 *(Subject to receipt of required insurance documentation)*

5. SOCIAL SERVICES **25-2050**

a) AGREEMENT - Request approval and authorization for the Chair to sign the agreement with Empower Tehama for the operation of a public benefit program and the sublease of office space with rent starting in the amount of $423.10 per month, effective 10/1/25 through 9/30/26

6. HEALTH SERVICES AGENCY / CLINIC **25-2061**

a) AGREEMENT - Request approval and authorization for the Executive Director to sign Amendment No.1 to Purchasing Agreement 270PA25 with WIPFLI, LLP for the provision of consulting services to Tehama County Health Services Agency (TCHSA), thereby increasing the maximum compensation amount to $56,000, and changing all references to WIPFLI, LLP throughout the agreement to hereafter be referred to as

WIPFLI Advisory LLC, effective 7/1/25 and shall terminate 6/30/28

7. HEALTH SERVICES AGENCY / PERSONNEL **25-2060**

a) OTHER THAN "A" STEP - Request approval to appoint the applicant as a Public Health Nurse II, Range 48, Step B, effective upon successful completion of all pre-employment requirements.

8. HEALTH SERVICES AGENCY / MENTAL HEALTH **25-1969**

a) AGREEMENT - Request approval and authorization for the Executive Director to sign the Business Associate Agreement (BAA) with XFERALL, LLC for the purpose of utilizing the Business Associate's mobile application software that serves to automate the patient transfer process, effective 12/1/25

9. HEALTH SERVICES AGENCY / ADMINISTRATION **25-2062**

a) AGREEMENT - Request approval and authorization for the Executive Director to sign the Amendment No. 2 to the Misc. Agreement No. 2023-81, as amended by Misc. Agreement 2024-338, with American Janitorial & Maintenance Services, Inc., DBA: Ultimate Building Maintenance for the purpose of providing janitorial services thereby amending the Fee Schedule in Exhibit B to revise the locations and frequency of services, with maximum compensation not to exceed $117,000 in any fiscal year, with a term of 7/1/23 through 6/30/26 *(Subject to receipt of required insurance documentation)*

10. HEALTH SERVICES AGENCY / ADMINISTRATION **25-2063**

a) AGREEMENT - Request approval and authorization for the Executive Director to sign Amendment No. 1 to Misc. Agreement 2023-355 with Partnership HealthPlan (PHP) for the Professional Services Agreement, thereby replacing Attachment B to correct location information, and Attachment C to add chiropractic services to the Compensation Physician Rates, effective 5/1/25

11. HEALTH SERVICES AGENCY / PUBLIC HEALTH **25-2064**

a) AGREEMENT - Request approval and authorization for the Executive Director to sign the Center for Infectious Diseases General (CIDG) Data Use & Disclosure Agreement (DUDA) with the California Department of Public Health (CDPH), for cross-jurisdictional data sharing for infectious disease investigation & contact tracing among participating local health jurisdiction's (LHJ's), effective for three (3) years after the latest signature date

12. HEALTH SERVICES AGENCY / PUBLIC HEALTH **25-2065**

a) AGREEMENT-Request approval and authorization for the Executive Director to sign and submit the Partnership HealthPlan of California (PHP) Community Health Assessment (CHA)/Community Health Improvement Plan (CHIP) Planning Grant application for funding in the amount of $100,000 for the grant term of 7/1/25 through 6/30/26

13. ENVIRONMENTAL HEALTH **25-2030**

a) AGREEMENT - Request approval and authorization for the Environmental Health

Director to sign the Amendment No. 2 with HS GovTech (Misc. Agree. 2025-220 and amended by Agree. 2025-255), for the purpose of providing custom reports that are mandated by the state, in an amount not to exceed $10,000, effective upon signing of original agreement through 7/15/2030 with automatic one year renewals thereafter unless terminated

14. ENVIRONMENTAL HEALTH **25-2026**

a) TRANSFER OF FUNDS: ENVIRONMENTAL HEALTH, B-22 - Fund Balance Available (101-301900) to Professional Services (4011-53230), $22,388.08 **(Requires a 4/5's vote)**

15. PROBATION **25-2043**

a) TRANSFER OF FUNDS: PROBATION, B-23, From Maintenance of Equipment (2037-53170) $7,888.35 to Office Equipment (2037-57601) $7,888.35 **(Requires a 4/5's vote)**

16. PROBATION **25-2044**

a) TRANSFER OF FUNDS: PROBATION, B-24, From CalAIM (2036-4505724), to Contingency (2002-59000), $19,305.60; and From Contingency (2002-59000) to Professional/Special Services (2036-53230), $19,305.60 **(Requires a 4/5's vote)**

17. COMMITTEES & COMMISSIONS / SPECIAL DISTRICT **25-2079**

a) MOSQUITO AND VECTOR CONTROL DISTRICT- One (1) appointment to fill the expiring term of Rodney Hofhenke, with the new said term to expire 12/31/2027 (Interested Person: Rodney Hofhenke)

b) MOSQUITO AND VECTOR CONTROL DISTRICT- One (1) appointment to fill the expiring term of George Lindner, with the new said term to expire 12/31/2027 (Interested Person: George Lindner)

c) MOSQUITO AND VECTOR CONTROL DISTRICT- One (1) appointment to fill the expiring term of Ryan Patrick, with the new said term to expire 12/31/2027 (Interested Person: Ryan Patrick)

REGULAR AGENDA

18. AG EXTENSION - Director Josh Davy **25-1908**

a) RESOLUTION - Request the adoption of a resolution that the Tehama County Board of Supervisors opposes the presence and introduction of wolves in Tehama County

19. DIVISION OF ANIMAL SERVICES / PERSONNEL - Animal Care Center Manager Christine McClintock **25-2000**

a) RESOLUTION - Request adoption of a resolution amending the FY 25/26 Position Allocation List (PAL), (Reso #2025-074) by deleting one (1.00 FTE) Animal Services Office Assistant allocation and adding one (1.00 FTE) Administrative Assistant allocation, effective 12/9/25

20. DISTRICT ATTORNEY - District Attorney Matthew D. Rogers **25-2040**

a) TRANSFER OF FUNDS: DISTRICT ATTORNEY, B-25 - From State Asset Seizure Funds (2013-471122), $3,500, to Contingency (2002-59000), $3,500; from Contingency (2002-59000), $3,500, to Internal Assets (2013-53800), $3,500. **(Requires 4/5's vote)**

21. COMMUNITY ACTION AGENCY / PERSONNEL - Social Services Director Bekkie Emery **25-2031**

a) RESOLUTION - Request adoption of a resolution amending the FY 25/26 Position Allocation List (PAL), (Reso #2025-074) by extending the sunset date for one (1.00 FTE) CAA Case Manager (Limited Term) from 12/31/25 to 12/31/26, effective 12/9/25

22. PROBATION / PERSONNEL - Chief Probation Officer Pamela Gonzalez **25-2032**

a) RESOLUTION - Request adoption of a resolution amending the FY 25/26 Position Allocation List (PAL), (Reso #2025-074) by extending the sunset date for one (1.00 FTE) Deputy Probation Officer IV (Limited Term) from 12/31/25 to 3/1/26, effective 12/9/25

10:00 A.M.

RECESS to convene as the Tehama County Board of Equalization

23. TEHAMA COUNTY BOARD OF EQUALIZATION - County Assessor Burley Phillips **25-2070**

a) Request approval of the following withdrawal as recommended by the County Assessor:

1) Assessment Appeal No. 12-2024 & 13-2024, Belle Mill Property Owners, LLC

ADJOURN to reconvene as the Tehama County Board of Supervisors

24. BUILDING DEPARTMENT - Building Official Patrick Ewald **25-1980**

a) PUBLIC HEARING - Conduct a public hearing regarding the proposed adoption of an ordinance repealing and re-adopting Title 15 - Building and Construction of the Tehama County Code to incorporate the most current California Building Standards Code and related updates

b) ORDINANCE - Request adoption of an ordinance repealing all of Title 15 and readopting Title 15 with current Governing Codes (2025) and mid-cycle amendments

1) Waive the reading
2) Accept the introduction
3) Adopt the Ordinance

25. ADMINISTRATION - Fiscal Manager Orepa Mamea **25-1998**

a) PUBLIC HEARING - Conduct a public hearing to consider written requests submitted for appropriations to Citizens Options for Public Safety (COPS) AB 1913 Supplemental

Law Enforcement Services Account for FY 25/26

b) RESOLUTION - Request adoption of a resolution approving the FY 25/26 COPS expenditure plans and allocate the available funds as proposed

26. BOARD OF SUPERVISORS **25-1879**

a) DISCUSSION AND DIRECTION TO STAFF - On September 23, 2025, the Board provided direction to staff to present a proposal and recommendation regarding organizational restructuring for the department of Social Services and Public Guardian/Public Administrator office. Staff recommends restructuring all three services, Public Guardian/Public Administrator/Public Conservator, under the department of Social Services

27. ADMINISTRATION / PERSONNEL - Chief Administrator Gabriel Hydrick **25-2036**

a) AGREEMENT - Request approval and authorization for the Chairman to sign an agreement increasing Rebecca Emery's annual salary by an additional fifteen percent (15%) for additional assigned duties, effective 9/15/25 and continuing until the need for an Interim Public Guardian / Public Administrator no longer exists, as determined by the Board of Supervisors

28. PERSONNEL / HEALTH SERVICES - Executive Director Jayme Bottke **25-1988**

a) Request approval of new classification specifications of Health Services Assistant I/II and Senior Health Services Assistant within the Joint Council bargaining unit, effective 1/1/25

b) RESOLUTION - Request adoption of a resolution amending the FY 25/26 Position Allocation List (PAL), (Reso #2025-074) by deleting nine (9.00 FTE) Office Assistant I/II allocations, deleting eleven (11.00 FTE) Office Assistant III allocations, and adding twenty (20.00 FTE) Health Services Assistant I/II allocations, effective 1/1/25

c) Request approval to reclassify four (4.00 FTE) Office Assistant II incumbents as a Health Services Assistant I and seven (7.00 FTE) Office Assistant III incumbents as a Health Services Assistant II, effective 1/1/25

29. SHERIFF / PERSONNEL - Sheriff Dave Kain **25-2033**

a) OTHER THAN "A" STEP - Request approval to appoint applicant as Deputy Sheriff, Range 40, Step D, upon successful completion of all pre-employment requirements.

30. SHERIFF / PERSONNEL - Sheriff Dave Kain **25-2034**

a) OTHER THAN "A" STEP - Request approval to appoint applicant as Deputy Sheriff, Range 40, Step D, upon successful completion of all pre-employment requirements

31. SHERIFF'S OFFICE - Sheriff Dave Kain **25-2046**

a) AGREEMENT - Request approval and authorization for the Chair and the Sheriff to sign Agreement with Ronald L. Clark, DDS, for the purpose of providing medical

services to assist the Tehama County Coroners with decedent investigations, with a not to exceed amount of $25,000, effective 1/1/26, and shall remain in effect until 6/30/26

1:30 P.M.

32. ARCH COLLABORATIVE - CEO Kimberly Johnson 25-2038

a) INFORMATIONAL PRESENTATION - Presentation regarding the True North Behavioral Health Campus

FUTURE AGENDA ITEMS

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

CLOSED SESSION

Members of the public may address the Closed Session matters at the time the closed session is announced.

33. CLOSED SESSION 25-2027

a) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Paragraph (1) of subdivision (d) of Government Code Section 54956.9). Name of Case: Poland et al v. Tehama County Board of Supervisors (Discussion and possible action relative to existing litigation.)

34. CLOSED SESSION 25-2041

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

Agency Negotiators: TBD

Employee: Health Services Agency Executive Director

REPORTABLE ACTIONS FROM CLOSED SESSION

ADJOURN

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

The deadline for items to be placed on the Board’s agenda is 5 p.m. on the Wednesday

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

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS PURSUANT TO GOVERNMENT CODE SECTION 84308:

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

WAYS TO PARTICIPATE, WATCH AND LISTEN DURING THE MEETING:

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

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

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

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PROVIDE PUBLIC COMMENT BEFORE THE MEETING BY:

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

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

PROVIDE PUBLIC COMMENT DURING THE MEETING BY:

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

Supervisors' Chambers.

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

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

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

Tehama County

Agenda Request Form

File #: 25-2075 **Agenda Date:** 12/9/2025 **Agenda #:** 1.

GENERAL WARRANT REGISTER - 11/09/25 - 11/22/25

Financial Impact:
As listed.

Background Information:
As listed.

Tehama County

TEBK400 - Check Register

Issue Dates between Nov 9, 2025 and Nov 22, 2025

Report Generated on: **Dec 1, 2025 9:20:45 AM**

Check Number	Check Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Check Amount
00000644	11/10/2025	102493	HUE & CRY SECURITY	101	GENERAL FUND	2061-53180	AGRICULTURE COMM	38PA25 sprinkler/fire	$77.50
00000644	11/10/2025	102493	HUE & CRY SECURITY	106	PUBLIC SAFETY	2035-53170	DAY REPORTING CE	DRC Fire Monitoring 11/25	$29.00
00000644	11/10/2025	102493	HUE & CRY SECURITY	106	PUBLIC SAFETY	2036-53230	JUVENILE HALL	JDF Nov 25 Fire Monitoring	$75.00
00000645	11/10/2025	108325	STAPLES ADVANTAGE	106	PUBLIC SAFETY	2037-53220	PROBATION	AC LA 1054406 SUM #7007353193	$19.48
00000646	11/12/2025	100185	BEN'S TRUCK REPAIR INC	105	FIRE FUND	2042-53170	FIRE SCH C VOL	54560	$2,017.25
00000647	11/12/2025	102493	HUE & CRY SECURITY	106	PUBLIC SAFETY	2035-53170	DAY REPORTING CE	DRC Fire Monitoring Nov 2025	$106.95
00000647	11/12/2025	102493	HUE & CRY SECURITY	106	PUBLIC SAFETY	2037-53230	PROBATION	Probation Fire Monitor 11/25	$80.00
00000648	11/12/2025	108325	STAPLES ADVANTAGE	106	PUBLIC SAFETY	2036-53140	JUVENILE HALL	AC LA1054406 Sum#7007353192	$386.63
00000649	11/12/2025	101705	TEHAMA TIRE SERVICE	105	FIRE FUND	2042-53170	FIRE SCH C VOL	MAINTENANCE OF EQUIPMENT	$1,057.00
00000650	11/13/2025	132340	ANTELOPE AUTO REPAIR LLC	101	GENERAL FUND	1025-53230	PURCHASING	OCT 2025 SMOG CERT	$640.00
00000651	11/13/2025	100502	CALIFORNIA NEWSPAPERS PARTNERS	101	GENERAL FUND	1026-53240	TAX COLLECTOR	ACCT #3790064	$375.00
00000651	11/13/2025	100502	CALIFORNIA NEWSPAPERS PARTNERS	101	GENERAL FUND	2077-53240	PLANNING DEPARTM	Public Hearing Notice 10/20/20	$342.33
00000651	11/13/2025	100502	CALIFORNIA NEWSPAPERS PARTNERS	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	3521597	$578.01
00000652	11/13/2025	102493	HUE & CRY SECURITY	106	PUBLIC SAFETY	2036-53230	JUVENILE HALL	Fire Sprinkler Inspections JDF	$325.00
00000653	11/13/2025	108325	STAPLES ADVANTAGE	101	GENERAL FUND	6021-53220	LIBRARY	LA1054406	$452.14
00000654	11/14/2025	100502	CALIFORNIA	101	GENERAL FUND	1052-53240	ELECTIONS	Red Bluff Daily News Inv	$138.42

Tehama County

TEBK400 - Check Register

Issue Dates between Nov 9, 2025 and Nov 22, 2025

Report Generated on: **Dec 1, 2025 9:20:45 AM**

Check Number	Check Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Check Amount
			NEWSPAPERS PARTNERS						
00000655	11/14/2025	105814	MIKE'S HEATING AND AIR INC	101	GENERAL FUND	1014-53180	COUNTY ADMINISTR	MTCE STRUCT-IMPRV-GROUNDS	$94.60
00000655	11/14/2025	105814	MIKE'S HEATING AND AIR INC	101	GENERAL FUND	1025-53180	PURCHASING	MTCE STRUCT-IMPRV-GROUNDS	$19.80
00000655	11/14/2025	105814	MIKE'S HEATING AND AIR INC	101	GENERAL FUND	1031-53180	COUNTY COUNSEL	MTCE STRUCT-IMPRV-GROUNDS	$35.20
00000655	11/14/2025	105814	MIKE'S HEATING AND AIR INC	101	GENERAL FUND	1041-53180	PERSONNEL	MTCE STRUCT-IMPRV-GROUNDS	$26.40
00000655	11/14/2025	105814	MIKE'S HEATING AND AIR INC	101	GENERAL FUND	1076-53180	PROPERTY PLANNIN	MTCE STRUCT-IMPRV-GROUNDS	$22.00
00000655	11/14/2025	105814	MIKE'S HEATING AND AIR INC	107	RISK MANAGEMENT	1101-53180	RISK MANAGEMENT	MTCE STRUCT-IMPRV-GROUNDS	$22.00
00000656	11/14/2025	101653	SUBURBAN PROPANE	101	GENERAL FUND	7013-53300	CAMP TEHAMA	1636-136293	$1,794.69
00000657	11/14/2025	101719	THOMES CREEK ROCK	604	TC FLOOD ZONE #3	60410-53230	TC FLOOD ZONE #3	108814	$185.13
00000657	11/14/2025	101719	THOMES CREEK ROCK	604	TC FLOOD ZONE #3	60410-53230	TC FLOOD ZONE #3	108816	$155.56
00000657	11/14/2025	101719	THOMES CREEK ROCK	604	TC FLOOD ZONE #3	60410-53230	TC FLOOD ZONE #3	16083	$3,016.06
00000657	11/14/2025	101719	THOMES CREEK ROCK	604	TC FLOOD ZONE #3	60410-53230	TC FLOOD ZONE #3	16084	$1,882.73
00000657	11/14/2025	101719	THOMES CREEK ROCK	604	TC FLOOD ZONE #3	60410-53230	TC FLOOD ZONE #3	16086	$2,233.33
00000657	11/14/2025	101719	THOMES CREEK ROCK	604	TC FLOOD ZONE #3	60410-53230	TC FLOOD ZONE #3	16088	$3,389.48
00000658	11/17/2025	132340	ANTELOPE AUTO REPAIR LLC	108	SOCIAL SERVICES	5013-53170	SOCIAL SERVICES	MAINTENANCE OF EQUIPMENT	$59.10
00000661	11/19/2025	106156	ALTEC INDUSTRIES, INC.	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	26704	$594.11
00000662	11/19/2025	100185	BEN'S TRUCK REPAIR INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	54500	$898.21
00000662	11/19/2025	100185	BEN'S TRUCK REPAIR INC	102	ROAD FUND	3011-532801	ROAD DEPARTMENT	54500	$28.51

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00000663	11/19/2025	100502	CALIFORNIA NEWSPAPERS PARTNERS	102	ROAD FUND	3011-53240	ROAD DEPARTMENT	PUBLICATION/LEGAL NOTICES	$52.10
00000663	11/19/2025	100502	CALIFORNIA NEWSPAPERS PARTNERS	113	CHILD SUPPORT	5015-53230	CHILD SUPPORT SE	3757915	$500.00
00000664	11/19/2025	127715	DIESEL EMISSIONS SERVICE	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	MAINTENANCE OF EQUIPMENT	$1,299.86
00000665	11/19/2025	102493	HUE & CRY SECURITY	101	GENERAL FUND	6021-53170	LIBRARY	MAINTENANCE OF EQUIPMENT	$70.00
00000666	11/19/2025	108325	STAPLES ADVANTAGE	108	SOCIAL SERVICES	5013-53220	SOCIAL SERVICES	LA 1054406	$341.72
00000667	11/19/2025	101705	TEHAMA TIRE SERVICE	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	1330089-01	$1,095.78
00000668	11/19/2025	101719	THOMES CREEK ROCK	102	ROAD FUND	3011-53280	ROAD DEPARTMENT	SPECIAL DEPARTMENTAL EXP	$903.00
00000668	11/19/2025	101719	THOMES CREEK ROCK	102	ROAD FUND	3011-53280	ROAD DEPARTMENT	TC333	$721.77
00000669	11/21/2025	100439	CORNING FORD JEEP CHRYSLER DOD	102	ROAD FUND	3011-57605	ROAD DEPARTMENT	PO 41574	$52,502.88
00000670	11/21/2025	105814	MIKE'S HEATING AND AIR INC	527	TC TRANS COMM AD	3033-53230	TCTC PLANNING	PROFESSIONAL/SPECIAL SERV	$781.67
00000671	11/21/2025	108325	STAPLES ADVANTAGE	106	PUBLIC SAFETY	2013-53220	DISTRICT ATTORNE	LA 1054406	$37.61
00000671	11/21/2025	108325	STAPLES ADVANTAGE	106	PUBLIC SAFETY	2013-53220	DISTRICT ATTORNE	PO 10893 LA 1054406	$4,901.33
00000672	11/21/2025	101719	THOMES CREEK ROCK	604	TC FLOOD ZONE #3	60410-53230	TC FLOOD ZONE #3	PROFESSIONAL/SPECIAL SERV	$7,645.78
00008211	11/21/2025	103422	KRISTIN LAMKIN	603	TC FLOOD CTRL/WA	60310-53210	TC FLOOD CTRL/WA	MEETING STIPEND 11/12/25	$25.00
70881584	11/10/2025	122859	ACCESS INFORMATION HOLDINGS LL	108	SOCIAL SERVICES	5013-53140	SOCIAL SERVICES	CH001032	$1,433.81
70881585	11/10/2025	134185	AGILE OCCUPATIONAL	106	PUBLIC SAFETY	2036-53230	JUVENILE HALL	JDF PRE-EMPLO 10/23/25	$420.00

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			MEDICINE PC						
70881586	11/10/2025	134185	AGILE OCCUPATIONAL MEDICINE PC	101	GENERAL FUND	1023-53230	ASSESSOR	inEM056632 agreement2023-70	$240.00
70881588	11/10/2025	133275	ALSCO-GEYER IRRIGATION INC	106	PUBLIC SAFETY	2035-53170	DAY REPORTING CE	AC 304052 STORE17819	$63.38
70881589	11/10/2025	101233	AT&T	108	SOCIAL SERVICES	5013-53120	SOCIAL SERVICES	248 134-7711 774 9	$4.43
70881590	11/10/2025	V000558	B & T CA LLC	108	SOCIAL SERVICES	5013-53170	SOCIAL SERVICES	MAINTENANCE OF EQUIPMENT	$57.00
70881591	11/10/2025	V000530	BLUE TRITON BRANDS INC	101	GENERAL FUND	2078-53140	DIV OF ANIMAL SE	Water for employees	$77.93
70881592	11/10/2025	126362	CALIFORNIA SAFETY COMPANY INC	101	GENERAL FUND	7033-53230	RED BLUFF VETERA	5365	$60.00
70881593	11/10/2025	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	2078-53220	DIV OF ANIMAL SE	332PA25 service October	$30.19
70881593	11/10/2025	142466	CARREL'S OFFICE MACHINES	106	PUBLIC SAFETY	2036-53170	JUVENILE HALL	OCT 2025 W348407837	$46.87
70881593	11/10/2025	142466	CARREL'S OFFICE MACHINES	106	PUBLIC SAFETY	2037-53230	PROBATION	OCTOBER 2025 L7N4605121	$325.01
70881594	11/10/2025	106142	CASSIDY'S AUTO LUBE	101	GENERAL FUND	1025-53210	PURCHASING	TC	$261.96
70881595	11/10/2025	103045	DEPT OF JUSTICE	101	GENERAL FUND	1105-532312	PROFESSIONAL COU	848082-215074 SEPT 25	$35.00
70881595	11/10/2025	103045	DEPT OF JUSTICE	101	GENERAL FUND	1105-532312	PROFESSIONAL COU	848098-215074 SEPT 25	$35.00
70881595	11/10/2025	103045	DEPT OF JUSTICE	101	GENERAL FUND	1105-532312	PROFESSIONAL COU	854655-215074 OCT 25	$35.00
70881595	11/10/2025	103045	DEPT OF JUSTICE	106	PUBLIC SAFETY	2036-53230	JUVENILE HALL	FINGERPRINTS JDF	$435.00
70881595	11/10/2025	103045	DEPT OF JUSTICE	106	PUBLIC SAFETY	2037-53230	PROBATION	PROB DOJ	$32.00
70881596	11/10/2025	118866	EARTHGRAINS BAKING COMPANIES I	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	AC 214109.1 for DRC	$25.30

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70881597	11/10/2025	T0041614	ENTERPRISE RENT A CAR	101	GENERAL FUND	1014-53290	COUNTY ADMINISTR	EMPLOYEE TRAVEL/TRAINING	$227.26
70881597	11/10/2025	T0041614	ENTERPRISE RENT A CAR	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	667286458	$66.82
70881598	11/10/2025	131442	EUGENE RICHARD LEFDAL JR	106	PUBLIC SAFETY	2037-53230	PROBATION	Background G.H. Rojas	$1,111.01
70881599	11/10/2025	134605	FASTENERS INC	106	PUBLIC SAFETY	2029-53170	SHERIFF ANIMAL R	34812	$30.96
70881600	11/10/2025	127735	FASTRAK INVOICE PROCESSING DEP	106	PUBLIC SAFETY	2037-53290	PROBATION	DODG CA 1695638 10/10/25	$8.00
70881601	11/10/2025	113244	GREEN WASTE OF TEHAMA	101	GENERAL FUND	7033-53300	RED BLUFF VETERA	4018-1652750	$225.83
70881602	11/10/2025	115028	HILL'S PET NUTRITION SALES INC	101	GENERAL FUND	2078-53280	DIV OF ANIMAL SE	Dog and Cat Food	$484.08
70881603	11/10/2025	136121	HUNT & SONS LLC	101	GENERAL FUND	1014-53290	COUNTY ADMINISTR	6001	$40.54
70881604	11/10/2025	136121	HUNT & SONS LLC	101	GENERAL FUND	1023-53291	ASSESSOR	acc6097 inv825028 POB-42817025	$130.45
70881605	11/10/2025	101699	JOHN W CORNELISON DBA	108	SOCIAL SERVICES	5013-53170	SOCIAL SERVICES	MAINTENANCE OF EQUIPMENT	$5.36
70881606	11/10/2025	123790	LAUNDRY WORLD UNIFORM & LINEN	101	GENERAL FUND	7033-53140	RED BLUFF VETERA	HOUSEHOLD EXPENSE	$133.60
70881607	11/10/2025	128300	MICHELLE HICKOK	108	SOCIAL SERVICES	5013-53220	SOCIAL SERVICES	OFFICE EXPENSE	$10.00
70881608	11/10/2025	116981	NORCAL PRESORT	101	GENERAL FUND	1023-53220	ASSESSOR	inv162776 PO429052	$68.71
70881609	11/10/2025	116981	NORCAL PRESORT	101	GENERAL FUND	1023-53220	ASSESSOR	inv162539 PO429053	$105.70
70881610	11/10/2025	104821	NORTHERN CALIFORNIA YOUTH	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	PROFESSION/SPEC OTHER	$9,697.61
70881611	11/10/2025	113380	OFFICE DEPOT	101	GENERAL FUND	1023-53220	ASSESSOR	inv440749181001	$605.43
70881612	11/10/2025	133323	OFFICE THREE SIXTY INC	101	GENERAL FUND	2078-53220	DIV OF ANIMAL SE	Copy Paper	$57.34

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70881614	11/10/2025	V000196	PLAN B PROFESSIONAL ANSWERING	108	SOCIAL SERVICES	5013-53120	SOCIAL SERVICES	2469	$244.00
70881615	11/10/2025	108185	PRODUCERS DAIRY FOODS INC	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	AC 692071	$172.98
70881616	11/10/2025	103866	PROFESSIONAL MEDICAL COPY	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	PROFESSION/SPEC OTHER	$36.40
70881618	11/10/2025	107566	SYSCO	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	AC 346486	$1,940.41
70881618	11/10/2025	107566	SYSCO	106	PUBLIC SAFETY	2036-53140	JUVENILE HALL	AC 346486	$47.28
70881619	11/10/2025	101981	TRENTMAN CORPORATION	102	ROAD FUND	3011-53110	ROAD DEPARTMENT	PO41567	$9,189.18
70881620	11/10/2025	135756	TRUSTED TECH TEAM LLC	101	GENERAL FUND	1073-53170	GENERAL SERVICES	MAINTENANCE OF EQUIPMENT	$1,950.06
70881621	11/10/2025	134948	UBEO MIDCO LLC	101	GENERAL FUND	1031-53170	COUNTY COUNSEL	5273365	$153.26
70881622	11/10/2025	117977	US BANK CORP PAYMENT SYSTEM	326	CALCARD	326-301800	NOT APPLICABLE	4246-0445-5565-1011	$57,189.24
70881623	11/10/2025	V000256	WEST COAST PAPER CO INC	108	SOCIAL SERVICES	5013-53140	SOCIAL SERVICES	1895	$396.04
70881624	11/10/2025	109428	WEST PAYMENT CENTER	101	GENERAL FUND	1031-53230	COUNTY COUNSEL	1000271237	$655.74
70881625	11/10/2025	T00784	ALFRED W JR WILSON ETAL	310	SUPPL SECURED TA	310-301800	NOT APPLICABLE	027-350-053-000 2025	$1,009.34
70881626	11/10/2025	142466	CARREL'S OFFICE MACHINES	115	BUILDING & SAFET	2065-53170	BUILDING & SAFET	065PA21	$201.98
70881627	11/10/2025	T00787	CHARLES D MCDONALD	310	SUPPL SECURED TA	310-301800	NOT APPLICABLE	062-320-015-000 2025	$74.65
70881628	11/10/2025	T00785	CHARLES GRANT KERR ETAL	310	SUPPL SECURED TA	310-301800	NOT APPLICABLE	063-230-006-000 2024	$29.47
70881628	11/10/2025	T00785	CHARLES GRANT KERR ETAL	310	SUPPL SECURED TA	310-301800	NOT APPLICABLE	063-230-006-000 2025	$121.71

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70881629	11/10/2025	T00769	CIUFO FAMILY REV TR	310	SUPPL SECURED TA	310-301800	NOT APPLICABLE	047-190-008-000 2025	$1,404.40
70881630	11/10/2025	T00770	CONFLUENCE VENTURES LLC	310	SUPPL SECURED TA	310-301800	NOT APPLICABLE	009-210-011-510 2025	$10.36
70881630	11/10/2025	T00770	CONFLUENCE VENTURES LLC	310	SUPPL SECURED TA	310-301800	NOT APPLICABLE	009-210-023-000 2025	$374.14
70881631	11/10/2025	T00773	DONNA K FLATT ETAL	310	SUPPL SECURED TA	310-301800	NOT APPLICABLE	101-270-012-000 2024	$52.34
70881631	11/10/2025	T00773	DONNA K FLATT ETAL	310	SUPPL SECURED TA	310-301800	NOT APPLICABLE	101-270-012-000 2025	$285.53
70881632	11/10/2025	T00771	DOWNEY FAMILY TRUST 6/20/2014	310	SUPPL SECURED TA	310-301800	NOT APPLICABLE	024-220-082-000 2024	$26.56
70881632	11/10/2025	T00771	DOWNEY FAMILY TRUST 6/20/2014	310	SUPPL SECURED TA	310-301800	NOT APPLICABLE	024-220-082-000 2025	$106.71
70881633	11/10/2025	T00786	FELIX CARBAJAL LICONA	310	SUPPL SECURED TA	310-301800	NOT APPLICABLE	064-143-010-000 2025	$18.89
70881634	11/10/2025	110076	HOUSING AND COMMUNITY DEVELOPM	115	BUILDING & SAFET	115-207795	NOT APPLICABLE	Daniel B. Hogan BP 25-301	$11.00
70881634	11/10/2025	110076	HOUSING AND COMMUNITY DEVELOPM	115	BUILDING & SAFET	115-207795	NOT APPLICABLE	Rohr BP25-239	$22.00
70881635	11/10/2025	T00772	JAMIE L FARNER ETAL	310	SUPPL SECURED TA	310-301800	NOT APPLICABLE	027-360-053-000 2025	$10.45
70881636	11/10/2025	T00768	JESUS ARTURO CERVANTES	310	SUPPL SECURED TA	310-301800	NOT APPLICABLE	037-241-009 2024	$63.81
70881636	11/10/2025	T00768	JESUS ARTURO CERVANTES	310	SUPPL SECURED TA	310-301800	NOT APPLICABLE	037-241-009-000 2025	$395.92
70881637	11/10/2025	T00766	KELLY J BONNER ETAL	310	SUPPL SECURED TA	310-301800	NOT APPLICABLE	064-100-003 2024	$13.55
70881637	11/10/2025	T00766	KELLY J BONNER ETAL	310	SUPPL SECURED TA	310-301800	NOT APPLICABLE	064-100-003 2025	$79.81
70881638	11/10/2025	T00788	LUIS MIGUEL CHAVARIN RAMOS	310	SUPPL SECURED TA	310-301800	NOT APPLICABLE	073-260-029-000 2024	$4.38
70881638	11/10/2025	T00788	LUIS MIGUEL CHAVARIN	310	SUPPL SECURED TA	310-301800	NOT APPLICABLE	073-260-029-000 2025	$10.53

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			RAMOS						
70881639	11/10/2025	T00776	MAC INVESTMENT PROPERTIES LLC	310	SUPPL SECURED TA	310-301800	NOT APPLICABLE	064-131-005-000 2025	$43.01
70881639	11/10/2025	T00776	MAC INVESTMENT PROPERTIES LLC	310	SUPPL SECURED TA	310-301800	NOT APPLICABLE	071-262-020-000 2025	$238.48
70881640	11/10/2025	T00774	MARIA CORREA DE GUTIERREZ	310	SUPPL SECURED TA	310-301800	NOT APPLICABLE	062-320-015-000 2025	$46.00
70881641	11/10/2025	T00778	MARY MORELAND ETAL	310	SUPPL SECURED TA	310-301800	NOT APPLICABLE	063-090-025-000 2025	$12.13
70881642	11/10/2025	T00767	MICHAEL E BROWN ETAL	310	SUPPL SECURED TA	310-301800	NOT APPLICABLE	006-430-010 2024	$103.45
70881643	11/10/2025	T00777	MINISTERIAL ASSOC OF CA COUNTI	310	SUPPL SECURED TA	310-301800	NOT APPLICABLE	073-071-001-000 2025	$1,593.36
70881644	11/10/2025	134142	NATHANIAL BENTON	106	PUBLIC SAFETY	2013-53290	DISTRICT ATTORNE	SWAT TEAM LEADER COURSE	$368.00
70881645	11/10/2025	117276	NICHOLE BETHUREM	101	GENERAL FUND	1052-53220	ELECTIONS	REIMB DYMO LABLES-ELECTIONS	$124.66
70881646	11/10/2025	T00781	NIOBE ZOE RIVERO	310	SUPPL SECURED TA	310-301800	NOT APPLICABLE	062-430-002-000 2025	$27.39
70881647	11/10/2025	120772	PAULA LAYSON	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT AND CARE - OTHER	$300.00
70881648	11/10/2025	T00779	PENNYMAC LOAN SERVICES LLC	310	SUPPL SECURED TA	310-301800	NOT APPLICABLE	073-095-006-000 2025	$612.66
70881649	11/10/2025	T00780	PROGRESSIVE MANAGEMENT ENTERPR	310	SUPPL SECURED TA	310-301800	NOT APPLICABLE	101-180-040-000 2025	$27.45
70881650	11/10/2025	117551	RED BLUFF VISTA RIDGE ASSOC LL	101	GENERAL FUND	5062-55400	COMMUNITY ACTION	CAA Deposit #209	$983.00
70881651	11/10/2025	T00782	SANTOS-FARIAS IRREV TRUST 2025	310	SUPPL SECURED TA	310-301800	NOT APPLICABLE	064-143-010-000 2025	$65.71

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70881652	11/10/2025	T00775	SHERMAN III HARRIS ETAL	310	SUPPL SECURED TA	310-301800	NOT APPLICABLE	027-150-001-000 2025	$575.05
70881653	11/10/2025	T00783	SUPPA FAMILY REVOCABLE LIVING	310	SUPPL SECURED TA	310-301800	NOT APPLICABLE	101-120-025-000 2024	$66.53
70881653	11/10/2025	T00783	SUPPA FAMILY REVOCABLE LIVING	310	SUPPL SECURED TA	310-301800	NOT APPLICABLE	101-120-025-000 2025	$271.46
70881654	11/10/2025	111705	US POSTAL SERVICES	101	GENERAL FUND	5060-53220	VETERANS SERVICE	POSTAGE STAMPS	$237.20
70881655	11/12/2025	L207805	COLONIAL LIFE AND ACCIDENT INS	265	COUNTY P/R TRUST	265-207805	NOT APPLICABLE	Payroll Interface	$5,335.90
70881656	11/12/2025	T0038003	COURT-ORDERED DEBT COLLECTION	265	COUNTY P/R TRUST	265-207812	NOT APPLICABLE	Payroll Interface	$163.68
70881657	11/12/2025	134576	D KAIN-SHERIFF GARN	265	COUNTY P/R TRUST	265-207812	NOT APPLICABLE	Payroll Interface	$866.60
70881658	11/12/2025	L207819	DEPUTY SHERIFF'S ASSOC	265	COUNTY P/R TRUST	265-207819	NOT APPLICABLE	Payroll Interface	$3,764.80
70881659	11/12/2025	L207831	EBS	265	COUNTY P/R TRUST	265-207831	NOT APPLICABLE	Payroll Interface	$2,198.45
70881660	11/12/2025	L207832	EBS	265	COUNTY P/R TRUST	265-207832	NOT APPLICABLE	Payroll Interface	$437.52
70881661	11/12/2025	V000058	EMPLOYMENT DEVELOPMENT DEPT	265	COUNTY P/R TRUST	265-207812	NOT APPLICABLE	Payroll Interface	$100.00
70881662	11/12/2025	100655	FRANCHISE TAX BOARD	265	COUNTY P/R TRUST	265-207812	NOT APPLICABLE	Payroll Interface	$946.44
70881663	11/12/2025	L208139	GLOBAL MEDICAL RESPONSE INC	265	COUNTY P/R TRUST	265-208139	NOT APPLICABLE	Payroll Interface	$540.00
70881664	11/12/2025	L208130	I U O E LOCAL 39	265	COUNTY P/R TRUST	265-208130	NOT APPLICABLE	Payroll Interface	$510.07
70881665	11/12/2025	L207818	LAW ENFORCEMENT MGMT ASSOC	265	COUNTY P/R TRUST	265-207818	NOT APPLICABLE	Payroll Interface	$420.00
70881666	11/12/2025	L136726	PHI HEALTH LLC	265	COUNTY P/R TRUST	265-208138	NOT APPLICABLE	Payroll Interface	$373.28
70881667	11/12/2025	117211	STATE DISBURSEMENT UNIT	265	COUNTY P/R TRUST	265-207812	NOT APPLICABLE	Payroll Interface	$2,165.12

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70881668	11/12/2025	L207830	STATIONARY ENGINEERS, LOCAL 39	265	COUNTY P/R TRUST	265-207830	NOT APPLICABLE	Payroll Interface	$5,259.70
70881669	11/12/2025	L208134	TC DEP PROB OFFICER DUES	265	COUNTY P/R TRUST	265-208134	NOT APPLICABLE	Payroll Interface	$1,663.55
70881670	11/12/2025	L207827	TCDAIA	265	COUNTY P/R TRUST	265-207827	NOT APPLICABLE	Payroll Interface	$105.00
70881671	11/12/2025	L207834	TCPOA DUES	265	COUNTY P/R TRUST	265-207834	NOT APPLICABLE	Payroll Interface	$78.00
70881672	11/12/2025	L207807	UNITED WAY OF NORTHERN CALIFOR	265	COUNTY P/R TRUST	265-207807	NOT APPLICABLE	Payroll Interface	$30.00
70881673	11/12/2025	107355	AIRGAS USA LLC	105	FIRE FUND	2042-53170	FIRE SCH C VOL	MAINTENANCE OF EQUIPMENT	$65.58
70881674	11/12/2025	133275	ALSCO-GEYER IRRIGATION INC	106	PUBLIC SAFETY	2027-53170	SHERIFF	308979	$0.00
70881674	11/12/2025	133275	ALSCO-GEYER IRRIGATION INC	106	PUBLIC SAFETY	2028-53170	AUTO SHOP	308979	$26.86
70881675	11/12/2025	112295	APEX TECHNOLOGY MANAGEMENT INC	101	GENERAL FUND	2061-53170	AGRICULTURE COMM	57PA25 Gold Plan October	$321.89
70881675	11/12/2025	112295	APEX TECHNOLOGY MANAGEMENT INC	101	GENERAL FUND	2061-53170	AGRICULTURE COMM	58PA25	$49.50
70881675	11/12/2025	112295	APEX TECHNOLOGY MANAGEMENT INC	101	GENERAL FUND	2061-53170	AGRICULTURE COMM	58PA25 Bronze Plan October	$572.92
70881675	11/12/2025	112295	APEX TECHNOLOGY MANAGEMENT INC	101	GENERAL FUND	2078-53170	DIV OF ANIMAL SE	59PA25 Bronze Plan October	$161.46
70881676	11/12/2025	106438	APPEAL-DEMOCRAT	101	GENERAL FUND	1052-53240	ELECTIONS	Polling Locations Ad	$116.31
70881677	11/12/2025	103939	AT&T	105	FIRE FUND	2042-53120	FIRE SCH C VOL	9391032842	$38.94
70881677	11/12/2025	103939	AT&T	105	FIRE FUND	2042-53120	FIRE SCH C VOL	9391032960	$94.17
70881678	11/12/2025	117161	AT&T	712	TEHAMA MAJOR	71210-53120	TEHAMA MAJOR CRI	834696643	$399.55

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			MOBILITY/CINGULAR WIRELES		CRI				
70881679	11/12/2025	133447	AUTOZONE DEVELOPMENT CORP	106	PUBLIC SAFETY	2028-53170	AUTO SHOP	11715864	$119.36
70881680	11/12/2025	V000558	B & T CA LLC	101	GENERAL FUND	5062-53170	COMMUNITY ACTION	CAA Nov 2025	$24.00
70881680	11/12/2025	V000558	B & T CA LLC	106	PUBLIC SAFETY	2027-53170	SHERIFF	TC SHERIFF'S OFFICE	$115.00
70881681	11/12/2025	122025	BIMBO BAKERIES USA	106	PUBLIC SAFETY	2032-53130	JAIL	64-000010291-04	$484.20
70881681	11/12/2025	122025	BIMBO BAKERIES USA	106	PUBLIC SAFETY	2035-53130	DAY REPORTING CE	ac 363203-1	$25.30
70881681	11/12/2025	122025	BIMBO BAKERIES USA	106	PUBLIC SAFETY	2035-53130	DAY REPORTING CE	AC 363203-1 DRC	$25.30
70881682	11/12/2025	T00789	BOWER LIVING TRUST 12/8/93	310	SUPPL SECURED TA	310-301800	NOT APPLICABLE	062-140-027 2025	$32.66
70881683	11/12/2025	128476	BRYAN A JENNINGS	105	FIRE FUND	2042-53210	FIRE SCH C VOL	GIFFORD INCIDENT MEALS	$105.00
70881683	11/12/2025	128476	BRYAN A JENNINGS	105	FIRE FUND	2042-53210	FIRE SCH C VOL	SUNFLOWER	$427.22
70881684	11/12/2025	100249	BURTON'S FIRE INC	105	FIRE FUND	2042-53170	FIRE SCH C VOL	MAINTENANCE OF EQUIPMENT	$1,541.84
70881685	11/12/2025	100321	CAPITOL CLUTCH	105	FIRE FUND	2042-53170	FIRE SCH C VOL	MAINTENANCE OF EQUIPMENT	$285.11
70881686	11/12/2025	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	1013-53170	CLERK OF THE BOA	COB Printer; Agmt 79PA25	$18.35
70881686	11/12/2025	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	1052-53170	ELECTIONS	Elections Copier; Agmt 154PA25	$637.19
70881686	11/12/2025	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	2061-53220	AGRICULTURE COMM	331PA25 Service October	$28.52
70881686	11/12/2025	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	2071-53170	CLERK - RECORDER	C&R Copier; Agmt 78PA25	$73.64

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70881686	11/12/2025	142466	CARREL'S OFFICE MACHINES	106	PUBLIC SAFETY	2035-53170	DAY REPORTING CE	OCT 2025 NWQ2401284	$107.07
70881686	11/12/2025	142466	CARREL'S OFFICE MACHINES	106	PUBLIC SAFETY	2037-53170	PROBATION	L7N3801370 OCT 2025	$117.13
70881687	11/12/2025	V000517	CARSON MCALLISTER	105	FIRE FUND	2042-53210	FIRE SCH C VOL	GIFFORD INCIDENT MEALS	$105.00
70881687	11/12/2025	V000517	CARSON MCALLISTER	105	FIRE FUND	2042-53210	FIRE SCH C VOL	LAKE INCIDENT	$101.18
70881688	11/12/2025	134951	CEP AMERICA ANESTHESIA PC	106	PUBLIC SAFETY	20321-532392	JAIL - HEALTH SE	Y1100001342501	$3,435.00
70881689	11/12/2025	123471	CHRISTOPHER D WIKEEN	105	FIRE FUND	2042-53210	FIRE SCH C VOL	SUFLOWER	$382.25
70881689	11/12/2025	123471	CHRISTOPHER D WIKEEN	105	FIRE FUND	2042-53210	FIRE SCH C VOL	SUNFLOWER 1 AND 2	$1,304.13
70881690	11/12/2025	102616	CLIFF ROWEN	105	FIRE FUND	2042-53210	FIRE SCH C VOL	GIFFORD INCIDENT MEALS	$105.00
70881690	11/12/2025	102616	CLIFF ROWEN	105	FIRE FUND	2042-53210	FIRE SCH C VOL	PICKET	$51.00
70881690	11/12/2025	102616	CLIFF ROWEN	105	FIRE FUND	2042-53210	FIRE SCH C VOL	SUNFLOWER	$539.64
70881691	11/12/2025	V000630	CODY J CALVERT	105	FIRE FUND	2042-53210	FIRE SCH C VOL	GIFFORD MEALS	$105.00
70881691	11/12/2025	V000630	CODY J CALVERT	105	FIRE FUND	2042-53210	FIRE SCH C VOL	PICKIT MEALS	$51.00
70881691	11/12/2025	V000630	CODY J CALVERT	105	FIRE FUND	2042-53210	FIRE SCH C VOL	SUNFLOWER	$1,304.13
70881692	11/12/2025	102651	CODY LESTER	105	FIRE FUND	2042-53210	FIRE SCH C VOL	COLLIER INCIDENT	$179.88
70881692	11/12/2025	102651	CODY LESTER	105	FIRE FUND	2042-53210	FIRE SCH C VOL	GIFFORD MEALS	$105.00
70881692	11/12/2025	102651	CODY LESTER	105	FIRE FUND	2042-53210	FIRE SCH C VOL	PICKETT MEALS	$51.00
70881693	11/12/2025	135142	CROSS CONNECTIONS EMERGENCY SE	105	FIRE FUND	2042-57608	FIRE SCH C VOL	PO 21923	$11,362.40
70881694	11/12/2025	102620	DAVE DOUGHTY	105	FIRE FUND	2042-53210	FIRE SCH C VOL	GIFFORD MEALS	$105.00
70881695	11/12/2025	103583	DIAMOND DRUGS INC	106	PUBLIC SAFETY	20321-53191	JAIL - HEALTH SE	CATE	$34,699.17

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70881695	11/12/2025	103583	DIAMOND DRUGS INC	106	PUBLIC SAFETY	2036-53190	JUVENILE HALL	CATJ 8/25 GLN CO. $18.93	$18.93
70881695	11/12/2025	103583	DIAMOND DRUGS INC	106	PUBLIC SAFETY	2036-53190	JUVENILE HALL	CATJ 8/25 SIS CO. $9.19	$9.19
70881695	11/12/2025	103583	DIAMOND DRUGS INC	106	PUBLIC SAFETY	2036-53190	JUVENILE HALL	CATJ 8/25 Tehama $300.97	$300.97
70881695	11/12/2025	103583	DIAMOND DRUGS INC	106	PUBLIC SAFETY	2036-53190	JUVENILE HALL	CATJ 8/25 TRIN CO $24.48	$24.48
70881695	11/12/2025	103583	DIAMOND DRUGS INC	106	PUBLIC SAFETY	2036-53190	JUVENILE HALL	CATJ 9/25 gln $30.50	$30.50
70881695	11/12/2025	103583	DIAMOND DRUGS INC	106	PUBLIC SAFETY	2036-53190	JUVENILE HALL	CATJ 9/25 Tehama $365.91	$365.91
70881695	11/12/2025	103583	DIAMOND DRUGS INC	106	PUBLIC SAFETY	2036-53190	JUVENILE HALL	CATJ 9/25 TRINITY $16.81	$16.81
70881696	11/12/2025	120882	DIGNITY HEALTH REG OFFICE-SAC	113	CHILD SUPPORT	5015-53230	CHILD SUPPORT SE	PROFESSIONAL/SPECIAL SERV	$80.00
70881697	11/12/2025	106218	DM TECH	105	FIRE FUND	2042-53120	FIRE SCH C VOL	4103	$92.85
70881698	11/12/2025	V000395	DUCOR TELEPHONE COMPANY	105	FIRE FUND	2042-53120	FIRE SCH C VOL	COMMUNICATIONS	$153.65
70881699	11/12/2025	118866	EARTHGRAINS BAKING COMPANIES I	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	AC 214109-1	$25.30
70881700	11/12/2025	133369	ELECTRONIC DIMENSIONS	106	PUBLIC SAFETY	2028-53170	AUTO SHOP	TCSO TEHAMA CO SHERIFF	$463.17
70881701	11/12/2025	112293	EQUIFAX CREDIT INFORMATION SER	106	PUBLIC SAFETY	2027-53230	SHERIFF	0004-736VC00020	$53.00
70881702	11/12/2025	134605	FASTENERS INC	105	FIRE FUND	2042-53170	FIRE SCH C VOL	3281	$85.97
70881702	11/12/2025	134605	FASTENERS INC	105	FIRE FUND	2042-53270	FIRE SCH C VOL	3281	$59.05
70881703	11/12/2025	100668	GAGER DISTRIBUTING INC	101	GENERAL FUND	2078-53280	DIV OF ANIMAL SE	VP colorsafe, Suds	$477.90
70881703	11/12/2025	100668	GAGER DISTRIBUTING INC	106	PUBLIC SAFETY	2032-53140	JAIL	01-111	$3,260.77
70881704	11/12/2025	V000465	GOODYEAR COMMERCIAL	106	PUBLIC SAFETY	2028-53170	AUTO SHOP	780008-0001	$417.03

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			TIRE & SER						
70881705	11/12/2025	113244	GREEN WASTE OF TEHAMA	105	FIRE FUND	2042-53140	FIRE SCH C VOL	HOUSEHOLD EXPENSE	$282.84
70881705	11/12/2025	113244	GREEN WASTE OF TEHAMA	106	PUBLIC SAFETY	2036-53140	JUVENILE HALL	AC 4018-2769653 NOV 25	$430.87
70881706	11/12/2025	V000703	HAILEY ANN ROWEN	105	FIRE FUND	2042-53210	FIRE SCH C VOL	GIFFORD MEALS	$105.00
70881707	11/12/2025	100748	HAWES RANCH & FARM	101	GENERAL FUND	2078-53180	DIV OF ANIMAL SE	CL-Fork Latch	$20.26
70881708	11/12/2025	134372	HUMBOLDT MOVING & STORAGE	106	PUBLIC SAFETY	2035-53140	DAY REPORTING CE	DRC Thru 10/31/25	$59.59
70881708	11/12/2025	134372	HUMBOLDT MOVING & STORAGE	106	PUBLIC SAFETY	2036-53140	JUVENILE HALL	JDF thru 10/31/25	$114.58
70881708	11/12/2025	134372	HUMBOLDT MOVING & STORAGE	106	PUBLIC SAFETY	2037-53140	PROBATION	Thru 10/31/25 Probation	$114.58
70881709	11/12/2025	134656	HUMBOLDT MOVING & STORAGE CO I	106	PUBLIC SAFETY	2027-53230	SHERIFF	TEHAMASHERIFF	$63.00
70881710	11/12/2025	136121	HUNT & SONS LLC	101	GENERAL FUND	5062-53291	COMMUNITY ACTION	6238 CAA 10/2025	$75.19
70881710	11/12/2025	136121	HUNT & SONS LLC	105	FIRE FUND	2042-53291	FIRE SCH C VOL	6014	$2,089.74
70881710	11/12/2025	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2035-53291	DAY REPORTING CE	AC 6031 DRC Fuel	$664.12
70881710	11/12/2025	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2037-53291	PROBATION	AC 6031 Prob Fuel	$802.49
70881710	11/12/2025	136121	HUNT & SONS LLC	116	SENIOR NUTRITION	5063-53291	SENIOR NUTRITION	6238 MOW	$25.76
70881711	11/12/2025	130113	IC SOLUTIONS	510	PRISONERS WELFAR	51010-53120	PRISONERS WELFAR	ICS PHONE INVOICE 11062025	$1,928.75
70881712	11/12/2025	V000035	INT ASSOCIATION OF CORONERS AN	101	GENERAL FUND	2072-53200	SHERIFF - CORONE	MEZA, AMANDA	$100.00
70881713	11/12/2025	102590	JAMES WHITE	105	FIRE FUND	2042-53210	FIRE SCH C VOL	GALLATIN	$123.67
70881714	11/12/2025	T0026020	JOHN LACY	105	FIRE FUND	2042-53210	FIRE SCH C VOL	MISCELLANEOUS EXPENSE	$2,516.93

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70881715	11/12/2025	101699	JOHN W CORNELISON DBA	106	PUBLIC SAFETY	2027-53220	SHERIFF	TC SHERIFF'S OFFICE	$12.67
70881715	11/12/2025	101699	JOHN W CORNELISON DBA	106	PUBLIC SAFETY	2032-53220	JAIL	JAIL KEY SUPPLIES	$10.73
70881716	11/12/2025	110694	JOSEPH R MEDELLIN	105	FIRE FUND	2042-53210	FIRE SCH C VOL	MISCELLANEOUS EXPENSE	$1,707.47
70881717	11/12/2025	106774	KIMBALL-MIDWEST	105	FIRE FUND	2042-53170	FIRE SCH C VOL	056363	$472.58
70881718	11/12/2025	102759	LARRY WAYNE DAGEN, JR	105	FIRE FUND	2042-53210	FIRE SCH C VOL	MISCELLANEOUS EXPENSE	$156.00
70881719	11/12/2025	111540	LEGAL RESEARCH ASSOCIATES	510	PRISONERS WELFAR	51010-53230	PRISONERS WELFAR	LRA INVOICE 11062025	$333.00
70881720	11/12/2025	100931	LIFE ASSIST INC	105	FIRE FUND	2042-53280	FIRE SCH C VOL	96080FD	$1,745.82
70881721	11/12/2025	103568	LIONS GATE HOTEL	106	PUBLIC SAFETY	2036-53290	JUVENILE HALL	INV 69773	$543.15
70881721	11/12/2025	103568	LIONS GATE HOTEL	106	PUBLIC SAFETY	2036-53290	JUVENILE HALL	INV 69784	$977.67
70881721	11/12/2025	103568	LIONS GATE HOTEL	106	PUBLIC SAFETY	2036-53290	JUVENILE HALL	INV 69785	$543.15
70881721	11/12/2025	103568	LIONS GATE HOTEL	106	PUBLIC SAFETY	2036-53290	JUVENILE HALL	INV 69786	$434.52
70881721	11/12/2025	103568	LIONS GATE HOTEL	106	PUBLIC SAFETY	2036-53290	JUVENILE HALL	INV 69793	$325.89
70881721	11/12/2025	103568	LIONS GATE HOTEL	106	PUBLIC SAFETY	2036-53290	JUVENILE HALL	INV 69795	$543.15
70881721	11/12/2025	103568	LIONS GATE HOTEL	106	PUBLIC SAFETY	2036-53290	JUVENILE HALL	INV 69796	$543.15
70881721	11/12/2025	103568	LIONS GATE HOTEL	106	PUBLIC SAFETY	2036-53290	JUVENILE HALL	INV 69797	$434.52
70881721	11/12/2025	103568	LIONS GATE HOTEL	106	PUBLIC SAFETY	2036-53290	JUVENILE HALL	INV 69892 T.H.	$325.89
70881721	11/12/2025	103568	LIONS GATE HOTEL	106	PUBLIC SAFETY	2036-53290	JUVENILE HALL	INV. 69774	$543.15
70881721	11/12/2025	103568	LIONS GATE HOTEL	106	PUBLIC SAFETY	2036-53290	JUVENILE HALL	INVOICE 69770	$543.15
70881721	11/12/2025	103568	LIONS GATE HOTEL	106	PUBLIC SAFETY	2036-53290	JUVENILE HALL	Invoice 69772	$543.15
70881721	11/12/2025	103568	LIONS GATE HOTEL	106	PUBLIC SAFETY	2036-53290	JUVENILE HALL	INVOICE 69775	$543.15
70881721	11/12/2025	103568	LIONS GATE HOTEL	106	PUBLIC SAFETY	2036-53290	JUVENILE HALL	INVOICE 69779	$434.52
70881721	11/12/2025	103568	LIONS GATE HOTEL	106	PUBLIC SAFETY	2037-53290	PROBATION	INV 69893 FOR N.F. BU	$325.89

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								2037	
70881722	11/12/2025	100957	LOS MOLINOS HARDWARE	105	FIRE FUND	2042-53170	FIRE SCH C VOL	MAINTENANCE OF EQUIPMENT	$42.88
70881723	11/12/2025	108046	MARY MORELAND	105	FIRE FUND	2042-53210	FIRE SCH C VOL	MISCELLANEOUS EXPENSE	$1,296.71
70881724	11/12/2025	122656	MEGABYTE SYSTEMS INC	101	GENERAL FUND	1073-531702	GENERAL SERVICES	MEGABYTE	$9,802.17
70881725	11/12/2025	135121	MELISSA BROWN	105	FIRE FUND	2042-53210	FIRE SCH C VOL	MISCELLANEOUS EXPENSE	$1,304.13
70881726	11/12/2025	123038	MENDES SUPPLY COMPANY	106	PUBLIC SAFETY	2032-53140	JAIL	0007377	$1,258.22
70881726	11/12/2025	123038	MENDES SUPPLY COMPANY	106	PUBLIC SAFETY	2036-53140	JUVENILE HALL	AC 0007372	$80.14
70881726	11/12/2025	123038	MENDES SUPPLY COMPANY	106	PUBLIC SAFETY	2037-53140	PROBATION	AC #0007372	$155.29
70881726	11/12/2025	123038	MENDES SUPPLY COMPANY	106	PUBLIC SAFETY	2037-53140	PROBATION	AC 0007372	$80.14
70881727	11/12/2025	133522	MICHAEL JAMARCK	105	FIRE FUND	2042-53210	FIRE SCH C VOL	MISCELLANEOUS EXPENSE	$1,842.38
70881728	11/12/2025	118348	MORGAN TELECOM INC	101	GENERAL FUND	2078-53120	DIV OF ANIMAL SE	317PA25 Phone Svc November	$114.04
70881729	11/12/2025	104757	OFFICE DEPOT (BUSINESS SVCS DI	101	GENERAL FUND	2071-53220	CLERK - RECORDER	Office Supplies	$246.75
70881729	11/12/2025	104757	OFFICE DEPOT (BUSINESS SVCS DI	106	PUBLIC SAFETY	2036-53140	JUVENILE HALL	AC 89517192	$211.24
70881729	11/12/2025	104757	OFFICE DEPOT (BUSINESS SVCS DI	106	PUBLIC SAFETY	2037-53140	PROBATION	AC 89517192	$97.63
70881729	11/12/2025	104757	OFFICE DEPOT (BUSINESS SVCS DI	106	PUBLIC SAFETY	2037-53290	PROBATION	NDNMP4N5Y58 Sam. Murphy	$160.00
70881729	11/12/2025	104757	OFFICE DEPOT (BUSINESS	113	CHILD SUPPORT	5015-53220	CHILD SUPPORT SE	89517192	$92.41

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			SVCS DI						
70881730	11/12/2025	133323	OFFICE THREE SIXTY INC	101	GENERAL FUND	2078-53220	DIV OF ANIMAL SE	Batteries	$13.27
70881731	11/12/2025	T0043223	ORLAND AUTO PARTS	105	FIRE FUND	2042-53170	FIRE SCH C VOL	15583	$73.42
70881732	11/12/2025	101226	PACE ENGINEERING INC	106	PUBLIC SAFETY	2032-53230	JAIL	1012.39 TEHAMA CO JAIL ROOF EV	$9,000.00
70881733	11/12/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	2061-53300	AGRICULTURE COMM	9817019282-1 gas and electric	$21.49
70881733	11/12/2025	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	0548465545-0	$141.20
70881733	11/12/2025	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	3356470731-4	$65.69
70881733	11/12/2025	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	5554481127-0	$937.34
70881733	11/12/2025	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	7638641704-2	$11.66
70881734	11/12/2025	101241	PAINT MARTS	105	FIRE FUND	2042-53170	FIRE SCH C VOL	R404475	$44.56
70881735	11/12/2025	110993	PERPETUAL STORAGE INC	101	GENERAL FUND	2071-53260	CLERK - RECORDER	Agmt 61PA25	$340.62
70881736	11/12/2025	102904	PITNEY BOWES	113	CHILD SUPPORT	5015-53250	CHILD SUPPORT SE	0012152833	$558.35
70881737	11/12/2025	117529	PRO PACIFIC	106	PUBLIC SAFETY	2032-53130	JAIL	61960	$1,064.47
70881737	11/12/2025	117529	PRO PACIFIC	106	PUBLIC SAFETY	2032-53140	JAIL	INMATE NON-FOOD ITEMS	$27.75
70881738	11/12/2025	108185	PRODUCERS DAIRY FOODS INC	106	PUBLIC SAFETY	2032-53130	JAIL	818652	$1,044.39
70881738	11/12/2025	108185	PRODUCERS DAIRY FOODS INC	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	AC 692071	$119.08
70881738	11/12/2025	108185	PRODUCERS DAIRY FOODS INC	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	AC 717115	$206.85
70881738	11/12/2025	108185	PRODUCERS DAIRY FOODS INC	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	AC 717115 SNP	$188.99
70881739	11/12/2025	101371	RED BLUFF GLASS	106	PUBLIC SAFETY	2027-53170	SHERIFF	JESSE TRUCK 103	$1,086.17

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			COMPANY						
70881740	11/12/2025	122931	ROSS J PALUBESKI	105	FIRE FUND	2042-53210	FIRE SCH C VOL	MISCELLANEOUS EXPENSE	$281.06
70881741	11/12/2025	122687	SARAH A MAYBERRY	105	FIRE FUND	2042-53210	FIRE SCH C VOL	MISCELLANEOUS EXPENSE	$1,707.47
70881743	11/12/2025	104207	ST ELIZABETH COMM HOSP	106	PUBLIC SAFETY	2036-53190	JUVENILE HALL	36009911482S1C8405 MRI A.L.	$2,454.20
70881744	11/12/2025	131147	STEVE WESTABY	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	10/27/25 Apples & Pears	$142.00
70881744	11/12/2025	131147	STEVE WESTABY	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	for SNP 10/27/25 apples & Kiwi	$160.00
70881745	11/12/2025	102591	STEVE ZANE	105	FIRE FUND	2042-53210	FIRE SCH C VOL	MISCELLANEOUS EXPENSE	$123.67
70881746	11/12/2025	132490	STOMMEL INC	105	FIRE FUND	2042-53170	FIRE SCH C VOL	66085	$1,518.29
70881748	11/12/2025	107566	SYSCO	106	PUBLIC SAFETY	2032-53130	JAIL	619919	$1,832.76
70881748	11/12/2025	107566	SYSCO	106	PUBLIC SAFETY	2035-53130	DAY REPORTING CE	AC 346486	$711.85
70881748	11/12/2025	107566	SYSCO	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	AC 346486 JDF	$1,994.22
70881748	11/12/2025	107566	SYSCO	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	AC 346486 Apply CM 631012312	($20.74)
70881748	11/12/2025	107566	SYSCO	106	PUBLIC SAFETY	2036-53140	JUVENILE HALL	AC 346486 JDF	$112.81
70881749	11/12/2025	105075	US FOODS INC	106	PUBLIC SAFETY	2032-53130	JAIL	3370715	$5,661.54
70881749	11/12/2025	105075	US FOODS INC	106	PUBLIC SAFETY	2032-53140	JAIL	3370715	$207.65
70881750	11/12/2025	117079	VERIZON WIRELESS	105	FIRE FUND	2042-53120	FIRE SCH C VOL	870692054-00001	$272.02
70881750	11/12/2025	117079	VERIZON WIRELESS	105	FIRE FUND	2042-53120	FIRE SCH C VOL	870692054-00002	$122.41
70881750	11/12/2025	117079	VERIZON WIRELESS	106	PUBLIC SAFETY	2037-53120	PROBATION	942055367-00002 THRU 10/23/25	$152.04
70881751	11/12/2025	102792	WARREN PRICE	105	FIRE FUND	2042-53210	FIRE SCH C VOL	MISCELLANEOUS EXPENSE	$281.06
70881752	11/12/2025	134325	WAYNE GENE CARLSON	105	FIRE FUND	2042-53210	FIRE SCH C VOL	MISCELLANEOUS EXPENSE	$487.25

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70881753	11/12/2025	132526	WILLIAM MASON	105	FIRE FUND	2042-53210	FIRE SCH C VOL	MISCELLANEOUS EXPENSE	$478.22
70881754	11/12/2025	112988	FOOD MAXX	101	GENERAL FUND	5062-55400	COMMUNITY ACTION	SUPPORT & CARE OF PERSONS	$1,358.00
70881755	11/12/2025	112988	FOOD MAXX	108	SOCIAL SERVICES	5013-55400	SOCIAL SERVICES	SUPPORT & CARE OF PERSONS	$1,794.50
70881756	11/12/2025	119999	TONYA MOORE	113	CHILD SUPPORT	5015-53290	CHILD SUPPORT SE	2025 ANNUAL DIRECTORS MEETING	$104.00
70881757	11/13/2025	V000327	1142 LLC	112	HEALTH SERVICES	40131-53280	MENTAL HEALTH	SPECIAL DEPARTMENTAL EXP	$350.00
70881758	11/13/2025	107355	AIRGAS USA LLC	105	FIRE FUND	2042-53250	FIRE SCH C VOL	2143997	$477.96
70881758	11/13/2025	107355	AIRGAS USA LLC	105	FIRE FUND	2042-53280	FIRE SCH C VOL	2143997	$336.30
70881759	11/13/2025	132709	ALSCO GEYER IRRIGATION INC	105	FIRE FUND	2042-53170	FIRE SCH C VOL	305199	$21.25
70881760	11/13/2025	106438	APPEAL-DEMOCRAT	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	09122885	$310.24
70881761	11/13/2025	103939	AT&T	101	GENERAL FUND	6021-53120	LIBRARY	9391032845	$59.76
70881761	11/13/2025	103939	AT&T	108	SOCIAL SERVICES	5013-53120	SOCIAL SERVICES	9391065139	$922.42
70881761	11/13/2025	103939	AT&T	220	TC SOLID WASTE M	4045-53120	TC/RB LANDFILL M	9391032915	$95.28
70881762	11/13/2025	V000558	B & T CA LLC	105	FIRE FUND	2042-53170	FIRE SCH C VOL	MAINTENANCE OF EQUIPMENT	$60.00
70881762	11/13/2025	V000558	B & T CA LLC	116	SENIOR NUTRITION	5063-53170	SENIOR NUTRITION	Auto Maint	$11.00
70881763	11/13/2025	107169	BAY ALARM	106	PUBLIC SAFETY	2032-53250	JAIL	1598066	$311.00
70881764	11/13/2025	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	2077-53220	PLANNING DEPARTM	October Invoice	$98.41
70881765	11/13/2025	109928	CDW GOVERNMENT INC	101	GENERAL FUND	2077-53220	PLANNING DEPARTM	Adobe Pro	$96.89

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70881766	11/13/2025	111127	CHARTER COMMUNICATIONS	106	PUBLIC SAFETY	2027-53120	SHERIFF	176983001	$694.73
70881766	11/13/2025	111127	CHARTER COMMUNICATIONS	106	PUBLIC SAFETY	2028-53120	AUTO SHOP	176982401	$114.99
70881766	11/13/2025	111127	CHARTER COMMUNICATIONS	106	PUBLIC SAFETY	2032-53120	JAIL	176977401	$149.99
70881766	11/13/2025	111127	CHARTER COMMUNICATIONS	106	PUBLIC SAFETY	2032-53120	JAIL	176977501	$1,788.74
70881766	11/13/2025	111127	CHARTER COMMUNICATIONS	106	PUBLIC SAFETY	2032-53120	JAIL	176977601	$119.99
70881767	11/13/2025	V000287	CINTAS CORPORATION NO 2	220	TC SOLID WASTE M	4045-53180	TC/RB LANDFILL M	MTCE STRUCT-IMPRV-GROUNDS	$145.00
70881768	11/13/2025	100376	CITY OF RED BLUFF	101	GENERAL FUND	6031-53300	AGRICULTURAL EXT	UTILITIES	$34.00
70881768	11/13/2025	100376	CITY OF RED BLUFF	116	SENIOR NUTRITION	5063-53260	SENIOR NUTRITION	000062	$150.00
70881768	11/13/2025	100376	CITY OF RED BLUFF	220	TC SOLID WASTE M	4045-55048	TC/RB LANDFILL M	0000068	$101.96
70881769	11/13/2025	135923	CRUSADER FENCE CO LLC	108	SOCIAL SERVICES	5013-53180	SOCIAL SERVICES	MTCE STRUCT-IMPRV-GROUNDS	$27.00
70881770	11/13/2025	125058	DESK SPINCO, INC	106	PUBLIC SAFETY	2027-53220	SHERIFF	RR1302933	$894.23
70881771	11/13/2025	103534	DIAMOND MEDICAL	106	PUBLIC SAFETY	20321-53192	JAIL - HEALTH SE	10638	$1,396.29
70881772	11/13/2025	131442	EUGENE RICHARD LEFDAL JR	106	PUBLIC SAFETY	2032-53230	JAIL	TEHAMA CO SHERIFFS	$250.00
70881773	11/13/2025	108526	EXPRESS PERSONNEL SERVICES INC	106	PUBLIC SAFETY	2032-53230	JAIL	33750345	$1,165.20
70881774	11/13/2025	123262	EXPRESS SERVICES INC	108	SOCIAL SERVICES	5013-53230	SOCIAL SERVICES	PROFESSIONAL/SPECIAL SERV	$26,434.77

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70881775	11/13/2025	V000233	GENUINE PARTS COMPANY INC	105	FIRE FUND	2042-53170	FIRE SCH C VOL	33156422	$566.91
70881775	11/13/2025	V000233	GENUINE PARTS COMPANY INC	105	FIRE FUND	2042-53270	FIRE SCH C VOL	33156422	$714.68
70881776	11/13/2025	113113	GREEN WASTE OF TEHAMA	105	FIRE FUND	2042-53140	FIRE SCH C VOL	4019-10194	$63.57
70881777	11/13/2025	112696	HENRY SCHEIN/CALIGOR	510	PRISONERS WELFAR	51010-53190	PRISONERS WELFAR	HENRY SCHEIN INVOICE 11122025	$277.37
70881777	11/13/2025	112696	HENRY SCHEIN/CALIGOR	510	PRISONERS WELFAR	51010-53190	PRISONERS WELFAR	HENRY SCHEIN-2 11122025	$369.18
70881778	11/13/2025	112395	HOME DEPOT CREDIT SERVICES	108	SOCIAL SERVICES	5013-53140	SOCIAL SERVICES	6035 3225 3100 2792	$680.20
70881779	11/13/2025	134656	HUMBOLDT MOVING & STORAGE CO I	101	GENERAL FUND	1031-53220	COUNTY COUNSEL	OFFICE EXPENSE	$112.75
70881780	11/13/2025	136121	HUNT & SONS LLC	101	GENERAL FUND	2072-53291	SHERIFF - CORONE	6038	$398.14
70881780	11/13/2025	136121	HUNT & SONS LLC	101	GENERAL FUND	2075-53291	OFFICE OF EMERG	6038	$145.38
70881780	11/13/2025	136121	HUNT & SONS LLC	101	GENERAL FUND	6031-53291	AGRICULTURAL EXT	6003	$569.88
70881780	11/13/2025	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2023-53291	BAILIFF	6038	$75.10
70881780	11/13/2025	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2024-53291	BOATING GRANTS	6038	$372.23
70881780	11/13/2025	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2027-53291	SHERIFF	6038	$10,066.56
70881780	11/13/2025	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2028-53291	AUTO SHOP	6038	$116.36
70881780	11/13/2025	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2029-53291	SHERIFF ANIMAL R	6038	$1,197.69
70881780	11/13/2025	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2032-53291	JAIL	6038	$964.36
70881780	11/13/2025	136121	HUNT & SONS LLC	116	SENIOR NUTRITION	5063-53291	SENIOR NUTRITION	6035	$292.59
70881780	11/13/2025	136121	HUNT & SONS LLC	220	TC SOLID WASTE M	4045-53291	TC/RB LANDFILL M	6019	$109.51

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70881781	11/13/2025	108299	KEEFE COMMISSARY NETWORK	510	PRISONERS WELFAR	51010-53130	PRISONERS WELFAR	KEEFE INVOICE 11062025	$2,259.70
70881781	11/13/2025	108299	KEEFE COMMISSARY NETWORK	510	PRISONERS WELFAR	51010-53130	PRISONERS WELFAR	KEEFE INVOICE 11122025	$2,230.95
70881781	11/13/2025	108299	KEEFE COMMISSARY NETWORK	510	PRISONERS WELFAR	51010-53130	PRISONERS WELFAR	KEEFE KIT INVOICE 11122025	$790.13
70881781	11/13/2025	108299	KEEFE COMMISSARY NETWORK	510	PRISONERS WELFAR	51010-53130	PRISONERS WELFAR	KEEFE REFUND INVOICE 11062025	($15.00)
70881782	11/13/2025	106774	KIMBALL-MIDWEST	105	FIRE FUND	2042-53170	FIRE SCH C VOL	056363	$896.37
70881783	11/13/2025	133998	KUPERS AUTOMOTIVE REPAIR	112	HEALTH SERVICES	40121-53170	PUBLIC HEALTH	PO9676	$9.51
70881783	11/13/2025	133998	KUPERS AUTOMOTIVE REPAIR	112	HEALTH SERVICES	40131-53170	MENTAL HEALTH	PO9676	$15.22
70881783	11/13/2025	133998	KUPERS AUTOMOTIVE REPAIR	112	HEALTH SERVICES	40171-53170	DRUG & ALCOHOL	PO9676	$9.51
70881783	11/13/2025	133998	KUPERS AUTOMOTIVE REPAIR	112	HEALTH SERVICES	40251-53170	CLINIC SERVICES	PO9676	$3.80
70881784	11/13/2025	103809	LOS MOLINOS COMMUNITY SERVICES	105	FIRE FUND	2042-53300	FIRE SCH C VOL	COU500	$163.67
70881785	11/13/2025	125711	MOORE & BOGENER	220	TC SOLID WASTE M	4045-53230	TC/RB LANDFILL M	6318	$1,105.50
70881786	11/13/2025	134890	NETWORK COMMUNICATIONS	106	PUBLIC SAFETY	2036-53120	JUVENILE HALL	OCTOBER 2025	$857.08
70881787	11/13/2025	104757	OFFICE DEPOT (BUSINESS SVCS DI	101	GENERAL FUND	1026-53220	TAX COLLECTOR	ACCT #89517192	$438.61
70881788	11/13/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	6031-53300	AGRICULTURAL EXT	8965479131-1	$334.18
70881788	11/13/2025	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	0558379346-7	$18.41

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70881788	11/13/2025	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	1149860088-8	$197.57
70881788	11/13/2025	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	2130469578-2	$910.92
70881788	11/13/2025	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	2474242502-8	$477.65
70881788	11/13/2025	101231	PACIFIC GAS & ELECTRIC	220	TC SOLID WASTE M	4045-53300	TC/RB LANDFILL M	1357775899-1	$389.72
70881789	11/13/2025	101267	PEERLESS BUILDING MAINT INC	101	GENERAL FUND	6031-53140	AGRICULTURAL EXT	HOUSEHOLD EXPENSE	$476.64
70881791	11/13/2025	102921	RANCHO TEHAMA ASSOCIATION	105	FIRE FUND	2042-53230	FIRE SCH C VOL	PROFESSIONAL/SPECIAL SERV	$202.50
70881792	11/13/2025	101415	RIO ALTO WATER DISTRICT	105	FIRE FUND	2042-53300	FIRE SCH C VOL	UTILITIES	$213.71
70881793	11/13/2025	133774	SERVICEWALA STORES LLC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	FY 25/26	$129.99
70881794	11/13/2025	101509	SHELBY'S PEST CONTROL INC	106	PUBLIC SAFETY	2027-53230	SHERIFF	13726	$115.00
70881794	11/13/2025	101509	SHELBY'S PEST CONTROL INC	106	PUBLIC SAFETY	2027-53230	SHERIFF	16129	$55.00
70881794	11/13/2025	101509	SHELBY'S PEST CONTROL INC	106	PUBLIC SAFETY	2028-53230	AUTO SHOP	21244	$50.00
70881794	11/13/2025	101509	SHELBY'S PEST CONTROL INC	106	PUBLIC SAFETY	2032-53230	JAIL	16130	$100.00
70881795	11/13/2025	134616	SOUTH AVENUE INC	105	FIRE FUND	2042-53170	FIRE SCH C VOL	100781	$36.07
70881796	11/13/2025	108325	STAPLES ADVANTAGE	106	PUBLIC SAFETY	2032-53220	JAIL	LA1054406	$360.02
70881797	11/13/2025	V000731	TABLET COMMAND INC	105	FIRE FUND	2042-53230	FIRE SCH C VOL	PO21933	$3,600.00
70881798	11/13/2025	105068	THE DOOR COMPANY	105	FIRE FUND	2042-53180	FIRE SCH C VOL	MTCE STRUCT-IMPRV-GROUNDS	$217.50
70881799	11/13/2025	101757	TRIPLE R GAS	105	FIRE FUND	2042-53300	FIRE SCH C VOL	8839M	$674.04

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70881800	11/13/2025	134948	UBEO MIDCO LLC	101	GENERAL FUND	1031-53170	COUNTY COUNSEL	MAINTENANCE OF EQUIPMENT	$129.80
70881800	11/13/2025	134948	UBEO MIDCO LLC	106	PUBLIC SAFETY	2027-53250	SHERIFF	5305297930	$1,021.74
70881801	11/13/2025	105075	US FOODS INC	106	PUBLIC SAFETY	2032-53130	JAIL	3370715	$1,312.33
70881801	11/13/2025	105075	US FOODS INC	106	PUBLIC SAFETY	2032-53140	JAIL	3370715	$104.01
70881802	11/13/2025	107651	VALLEY WEST ACE HARDWARE	105	FIRE FUND	2042-53170	FIRE SCH C VOL	MAINTENANCE OF EQUIPMENT	$19.27
70881802	11/13/2025	107651	VALLEY WEST ACE HARDWARE	105	FIRE FUND	2042-53180	FIRE SCH C VOL	MTCE STRUCT-IMPRV-GROUNDS	$21.44
70881804	11/13/2025	136143	VESTIS SERVICES LLC	106	PUBLIC SAFETY	2028-53230	AUTO SHOP	176371000	$100.29
70881805	11/13/2025	101821	WALKER PRINTING	106	PUBLIC SAFETY	2027-53220	SHERIFF	TEHAMA CO SHERIFFS	$53.63
70881806	11/13/2025	102610	WASTE MANAGEMENT CORPORATE SER	105	FIRE FUND	2042-53140	FIRE SCH C VOL	4-02056-55000	$59.56
70881807	11/13/2025	123478	WILGUS FIRE CONTROL INC	101	GENERAL FUND	6021-53170	LIBRARY	MAINTENANCE OF EQUIPMENT	$40.00
70881807	11/13/2025	123478	WILGUS FIRE CONTROL INC	101	GENERAL FUND	6031-53120	AGRICULTURAL EXT	COMMUNICATIONS	$126.98
70881810	11/13/2025	V000558	B & T CA LLC	115	BUILDING & SAFET	2065-53170	BUILDING & SAFET	376PA24	$34.00
70881811	11/13/2025	100502	CALIFORNIA NEWSPAPERS PARTNERS	115	BUILDING & SAFET	2065-53120	BUILDING & SAFET	Public Hearing Notice	$151.79
70881815	11/13/2025	V000538	DANETTE GARCIA	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT AND CARE - OTHER	$400.00
70881825	11/13/2025	V000729	JOSHUA MONKS	112	HEALTH SERVICES	40131-53290	MENTAL HEALTH	IV THERAPY & BLOOD WITHDRAWAL	$204.00
70881829	11/13/2025	142392	OFFICE OF STATE REGISTRAR	442	CLERK/REC DAILY	442-301800	NOT APPLICABLE	Oct 2025 State Fees	$2,508.35

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70881833	11/13/2025	132917	PARKER HUNT	101	GENERAL FUND	1022-53290	TREASURER	INVESTMENT SOFTWARE MEETING	$661.77
70881834	11/13/2025	120630	PAUL FREUND	504	TCSLA GRANTS	50410-558005	TCSLA GRANTS	HAZWOPER TRAINING MILEAGE	$80.78
70881835	11/13/2025	120772	PAULA LAYSON	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT AND CARE - OTHER	$200.00
70881836	11/13/2025	L136726	PHI HEALTH LLC	265	COUNTY P/R TRUST	265-208136	NOT APPLICABLE	PHI HEALTH LLC NOV DUES	$326.62
70881844	11/14/2025	133648	AED BRANDS LLC	106	PUBLIC SAFETY	2036-53190	JUVENILE HALL	Tehama County AED PADS	$408.82
70881845	11/14/2025	V000500	ALEJANDRA RUBIO CASTRO	535	TC CHILD & FAMIL	53510-555221	TC CHILD & FAMIL	LITERACY	$275.00
70881846	11/14/2025	V000680	AMBITEC INC	106	PUBLIC SAFETY	2027-53280	SHERIFF	TEHAMA CO SHERIFFS	$12,741.18
70881847	11/14/2025	112295	APEX TECHNOLOGY MANAGEMENT INC	101	GENERAL FUND	2061-53170	AGRICULTURE COMM	57PA25 Gold Plan November	$321.89
70881847	11/14/2025	112295	APEX TECHNOLOGY MANAGEMENT INC	101	GENERAL FUND	2061-53170	AGRICULTURE COMM	58PA25 Bronze Plan November	$599.83
70881847	11/14/2025	112295	APEX TECHNOLOGY MANAGEMENT INC	101	GENERAL FUND	2078-53170	DIV OF ANIMAL SE	59PA25 Bronze Plan November	$161.46
70881847	11/14/2025	112295	APEX TECHNOLOGY MANAGEMENT INC	601	AIR POLLUTION DI	60110-53170	AIR POLLUTION DI	Agr#215PA25	$175.00
70881848	11/14/2025	103939	AT&T	101	GENERAL FUND	1014-53120	COUNTY ADMINISTR	9391082325	$32.93
70881848	11/14/2025	103939	AT&T	101	GENERAL FUND	1031-53120	COUNTY COUNSEL	9391082325	$31.96
70881848	11/14/2025	103939	AT&T	101	GENERAL FUND	1041-53120	PERSONNEL	9391082325	$31.96
70881848	11/14/2025	103939	AT&T	101	GENERAL FUND	2078-53120	DIV OF ANIMAL SE	9/12/25-10/11/25 Service	$203.99
70881849	11/14/2025	113573	AT&T U-VERSE	101	GENERAL FUND	1073-53120	GENERAL SERVICES	COMMUNICATIONS	$181.90
70881850	11/14/2025	133996	ATHENA ANN DYER	535	TC CHILD & FAMIL	53510-555206	TC CHILD & FAMIL	COMM	$400.00

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								STRENGTH/BUILDING	
70881851	11/14/2025	122025	BIMBO BAKERIES USA	106	PUBLIC SAFETY	2032-53130	JAIL	64-000010291-04	$354.60
70881852	11/14/2025	T00789	BOWER LIVING TRUST 12/8/93	421	TAX COLLECTOR TR	421-301312	NOT APPLICABLE	910-001-437	$11.87
70881853	11/14/2025	V000732	BRENNON MCLUCKIE	105	FIRE FUND	2042-53210	FIRE SCH C VOL	SUNFLOWER	$382.25
70881854	11/14/2025	142466	CARREL'S OFFICE MACHINES	106	PUBLIC SAFETY	2037-53220	PROBATION	ACCT#TC42 TK-3102 (TONER)	$127.71
70881855	11/14/2025	111127	CHARTER COMMUNICATIONS	101	GENERAL FUND	1073-53120	GENERAL SERVICES	176976501	$450.00
70881855	11/14/2025	111127	CHARTER COMMUNICATIONS	106	PUBLIC SAFETY	2035-53120	DAY REPORTING CE	ACCT#176982501 THRU 11/30/25	$741.88
70881855	11/14/2025	111127	CHARTER COMMUNICATIONS	106	PUBLIC SAFETY	2036-53120	JUVENILE HALL	ACCT#176978701 THRU 11/30/25	$301.66
70881855	11/14/2025	111127	CHARTER COMMUNICATIONS	106	PUBLIC SAFETY	2037-53120	PROBATION	ACCT#176978401 THRU 11/30/25	$1,661.88
70881856	11/14/2025	100376	CITY OF RED BLUFF	101	GENERAL FUND	1073-53302	GENERAL SERVICES	006274-000	$52.17
70881857	11/14/2025	134222	COMPUTERSHARE TRUST COMPANY N.	101	GENERAL FUND	1105-53230	PROFESSIONAL COU	15011501	$1,500.00
70881858	11/14/2025	142506	CORNING CHAMBER OF COMMERCE	504	TCSLA GRANTS	50410-558004	TCSLA GRANTS	BEVERAGE CONT & LITTER	$25.00
70881859	11/14/2025	103045	DEPT OF JUSTICE	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	141165	$128.00
70881860	11/14/2025	131138	ECLIPSE MEDIA SOLUTIONS	535	TC CHILD & FAMIL	53510-53230	TC CHILD & FAMIL	PROFESSIONAL/SPECIAL SERV	$195.00
70881861	11/14/2025	131442	EUGENE RICHARD LEFDAL JR	106	PUBLIC SAFETY	2032-53230	JAIL	TEHAMA CO SHERIFF	$1,717.60
70881862	11/14/2025	134605	FASTENERS INC	101	GENERAL FUND	1074-53180	FACILITIES MAINT	000640	$25.77

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70881863	11/14/2025	127735	FASTRAK INVOICE PROCESSING DEP	106	PUBLIC SAFETY	2027-53291	SHERIFF	CA 1632420	$8.00
70881864	11/14/2025	V000233	GENUINE PARTS COMPANY INC	101	GENERAL FUND	1074-53170	FACILITIES MAINT	MAINTENANCE OF EQUIPMENT	$2.00
70881865	11/14/2025	142511	GRAINGER INC	106	PUBLIC SAFETY	2035-53130	DAY REPORTING CE	AC 346486	$120.33
70881865	11/14/2025	142511	GRAINGER INC	106	PUBLIC SAFETY	2036-53170	JUVENILE HALL	AC 830621579	$36.14
70881866	11/14/2025	113113	GREEN WASTE OF TEHAMA	101	GENERAL FUND	2078-53280	DIV OF ANIMAL SE	4019-10089 animal by weight	$154.69
70881867	11/14/2025	112395	HOME DEPOT CREDIT SERVICES	101	GENERAL FUND	2078-53140	DIV OF ANIMAL SE	6035322506411168	$143.90
70881867	11/14/2025	112395	HOME DEPOT CREDIT SERVICES	101	GENERAL FUND	2078-53140	DIV OF ANIMAL SE	6035322506411168 CREDIT	($57.99)
70881867	11/14/2025	112395	HOME DEPOT CREDIT SERVICES	101	GENERAL FUND	2078-53140	DIV OF ANIMAL SE	6035322506411168 Janitorial	$37.59
70881867	11/14/2025	112395	HOME DEPOT CREDIT SERVICES	101	GENERAL FUND	2078-53220	DIV OF ANIMAL SE	6035322506411168 batteries	$31.97
70881867	11/14/2025	112395	HOME DEPOT CREDIT SERVICES	101	GENERAL FUND	2078-53280	DIV OF ANIMAL SE	6035322506411168 hot water pis	$59.02
70881867	11/14/2025	112395	HOME DEPOT CREDIT SERVICES	106	PUBLIC SAFETY	2027-53170	SHERIFF	6035322532523481	$481.24
70881867	11/14/2025	112395	HOME DEPOT CREDIT SERVICES	106	PUBLIC SAFETY	2028-53280	AUTO SHOP	6035322532523481	$748.19
70881867	11/14/2025	112395	HOME DEPOT CREDIT SERVICES	106	PUBLIC SAFETY	2032-53170	JAIL	6035322532523481	$260.65
70881867	11/14/2025	112395	HOME DEPOT CREDIT SERVICES	106	PUBLIC SAFETY	2035-53170	DAY REPORTING CE	inv. 1011672	$24.45
70881867	11/14/2025	112395	HOME DEPOT CREDIT	106	PUBLIC SAFETY	2035-53170	DAY REPORTING CE	Inv. 6025636	$101.88

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			SERVICES						
70881867	11/14/2025	112395	HOME DEPOT CREDIT SERVICES	106	PUBLIC SAFETY	2035-53170	DAY REPORTING CE	Inv. 6025637	$196.10
70881868	11/14/2025	134656	HUMBOLDT MOVING & STORAGE CO I	106	PUBLIC SAFETY	2035-53140	DAY REPORTING CE	780 ANTELOPE OCT 25	$59.59
70881868	11/14/2025	134656	HUMBOLDT MOVING & STORAGE CO I	106	PUBLIC SAFETY	2036-53140	JUVENILE HALL	1790 WALNUT OCT 25	$114.58
70881868	11/14/2025	134656	HUMBOLDT MOVING & STORAGE CO I	106	PUBLIC SAFETY	2037-53140	PROBATION	1840 WALNUT OCT 25	$114.58
70881869	11/14/2025	136121	HUNT & SONS LLC	108	SOCIAL SERVICES	5013-53291	SOCIAL SERVICES	6041	$1,934.64
70881870	11/14/2025	112612	INTERIM HEALTHCARE	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT AND CARE-OTHER	$450.00
70881871	11/14/2025	101699	JOHN W CORNELISON DBA	101	GENERAL FUND	7021-53602	PARKS & RECREATI	CONE GROVE PARK	$42.95
70881872	11/14/2025	134040	KELLEY DOLLING	535	TC CHILD & FAMIL	53510-555206	TC CHILD & FAMIL	COMM STRENGTH/BUILDING	$500.00
70881873	11/14/2025	116077	KITT MURRISON PHD	106	PUBLIC SAFETY	2036-53230	JUVENILE HALL	Pre- Employment JDF M. S.	$525.00
70881874	11/14/2025	100957	LOS MOLINOS HARDWARE	101	GENERAL FUND	7021-53604	PARKS & RECREATI	MILL CREEK PARK	$21.41
70881875	11/14/2025	134421	MAIN STREET DELI	535	TC CHILD & FAMIL	53510-555219	TC CHILD & FAMIL	TRAINING AND LEADERSHIP	$670.00
70881876	11/14/2025	101183	NORTH VALLEY DISTRIBUTING	101	GENERAL FUND	1074-53180	FACILITIES MAINT	MTCE STRUCT-IMPRV-GROUNDS	$110.05
70881876	11/14/2025	101183	NORTH VALLEY DISTRIBUTING	106	PUBLIC SAFETY	2027-53170	SHERIFF	427	$64.50
70881877	11/14/2025	123562	OBSIDIAN	106	PUBLIC SAFETY	2036-53230	JUVENILE HALL	26596 A for JDF	$5,250.32
70881877	11/14/2025	123562	OBSIDIAN	106	PUBLIC SAFETY	2037-53230	PROBATION	26596 B for Probation	$5,250.31
70881878	11/14/2025	104757	OFFICE DEPOT (BUSINESS	106	PUBLIC SAFETY	2037-53140	PROBATION	AC 89517192	$20.77

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			SVCS DI						
70881879	11/14/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	1073-5330014	GENERAL SERVICES	9679240410-3	$466.82
70881879	11/14/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	1076-53300	PROPERTY PLANNIN	1141711599-2	$5.15
70881879	11/14/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	1076-53300	PROPERTY PLANNIN	2319970735-9	$192.77
70881879	11/14/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	1076-53300	PROPERTY PLANNIN	3517799713-3	$896.45
70881879	11/14/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	7013-53300	CAMP TEHAMA	4977672838-5	$26.77
70881879	11/14/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	7013-53300	CAMP TEHAMA	5015443044-6	$371.16
70881879	11/14/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	7013-53300	CAMP TEHAMA	5019339502-2	$215.37
70881879	11/14/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	7021-53300	PARKS & RECREATI	3070483722-5	$3.96
70881879	11/14/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	7021-53300	PARKS & RECREATI	4930308544-0	$1,100.05
70881879	11/14/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	7021-53300	PARKS & RECREATI	5376610062-1	$32.45
70881879	11/14/2025	101231	PACIFIC GAS & ELECTRIC	106	PUBLIC SAFETY	2027-53300	SHERIFF	6048210701-2	$296.95
70881879	11/14/2025	101231	PACIFIC GAS & ELECTRIC	106	PUBLIC SAFETY	2035-53300	DAY REPORTING CE	ACCT. #8709608417 NOV 25	$1,165.64
70881879	11/14/2025	101231	PACIFIC GAS & ELECTRIC	106	PUBLIC SAFETY	2036-53300	JUVENILE HALL	4402923101-4 THRU 10/31/2025	$3,420.69
70881880	11/14/2025	108794	POSTMASTER	101	GENERAL FUND	7013-53220	CAMP TEHAMA	CAMP TEHAMA POBOX 55	$210.00
70881881	11/14/2025	127583	PRESTIGE RADIOLOGY INC	106	PUBLIC SAFETY	2036-53190	JUVENILE HALL	Chrgs for Tehama Youth Sept 25	$1,047.00
70881881	11/14/2025	127583	PRESTIGE RADIOLOGY INC	106	PUBLIC SAFETY	2036-53190	JUVENILE HALL	Tehama chrg - TRNTY Youth 9/25	$349.00
70881881	11/14/2025	127583	PRESTIGE RADIOLOGY INC	106	PUBLIC SAFETY	2036-53190	JUVENILE HALL	Tehama County 8/25	$349.00
70881881	11/14/2025	127583	PRESTIGE RADIOLOGY INC	106	PUBLIC SAFETY	2036-53190	JUVENILE HALL	Tehama County Youth	$698.00
70881882	11/14/2025	117529	PRO PACIFIC	106	PUBLIC SAFETY	2032-53130	JAIL	61960	$440.35

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70881883	11/14/2025	108185	PRODUCERS DAIRY FOODS INC	106	PUBLIC SAFETY	2032-53130	JAIL	818652	$408.67
70881884	11/14/2025	131147	STEVE WESTABY	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	JDF Asian Pears	$126.00
70881884	11/14/2025	131147	STEVE WESTABY	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	SNP KIWI	$90.00
70881885	11/14/2025	107566	SYSCO	106	PUBLIC SAFETY	2032-53130	JAIL	619919	$1,112.49
70881885	11/14/2025	107566	SYSCO	106	PUBLIC SAFETY	2032-53140	JAIL	619919	$77.40
70881885	11/14/2025	107566	SYSCO	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	631077737a FOOD	$1,679.10
70881885	11/14/2025	107566	SYSCO	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	631077748 CM APPPY 631077737	($40.30)
70881885	11/14/2025	107566	SYSCO	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	AC 346486	$1,695.48
70881885	11/14/2025	107566	SYSCO	106	PUBLIC SAFETY	2036-53140	JUVENILE HALL	631077737B	$216.32
70881885	11/14/2025	107566	SYSCO	106	PUBLIC SAFETY	2036-53140	JUVENILE HALL	AC 346486	$335.38
70881886	11/14/2025	101187	NORTH VALLEY SERVICES	101	GENERAL FUND	7021-53605	PARKS & RECREATI	530061	$375.00
70881886	11/14/2025	101187	NORTH VALLEY SERVICES	101	GENERAL FUND	7021-53606	PARKS & RECREATI	530061	$300.00
70881887	11/14/2025	121976	TEHAMA PROPERTY MANAGEMENT INC	535	TC CHILD & FAMIL	53510-53260	TC CHILD & FAMIL	INV 12	$1,500.00
70881888	11/14/2025	115214	PAPE' TRUCKS INC	101	GENERAL FUND	1074-53170	FACILITIES MAINT	5418402	$479.28
70881889	11/14/2025	113454	THE RADAR SHOP INC	106	PUBLIC SAFETY	2027-53170	SHERIFF	TEHAMA CO SHERIFFS	$470.00
70881890	11/14/2025	134948	UBEO MIDCO LLC	101	GENERAL FUND	5060-53170	VETERANS SERVICE	5068230	$246.21
70881891	11/14/2025	129753	VAN DERMYDEN MAKUS LAW GROUP	107	RISK MANAGEMENT	1101-53315	RISK MANAGEMENT	35532	$4,131.31
70881891	11/14/2025	129753	VAN DERMYDEN MAKUS LAW GROUP	107	RISK MANAGEMENT	1101-53315	RISK MANAGEMENT	35803	$4,966.50
70881892	11/14/2025	117079	VERIZON WIRELESS	101	GENERAL FUND	1074-53120	FACILITIES MAINT	372493042-0000Z	$148.27

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70881892	11/14/2025	117079	VERIZON WIRELESS	101	GENERAL FUND	5060-53120	VETERANS SERVICE	542172714-0000Z	$180.02
70881892	11/14/2025	117079	VERIZON WIRELESS	101	GENERAL FUND	5062-53120	COMMUNITY ACTION	642639291-00001	$367.10
70881892	11/14/2025	117079	VERIZON WIRELESS	101	GENERAL FUND	7013-53170	CAMP TEHAMA	10/23/25 75266-0108	$78.49
70881892	11/14/2025	117079	VERIZON WIRELESS	108	SOCIAL SERVICES	5013-53120	SOCIAL SERVICES	642639291-00001	$3,011.35
70881892	11/14/2025	117079	VERIZON WIRELESS	116	SENIOR NUTRITION	5063-53120	SENIOR NUTRITION	642639291-00001	$36.71
70881892	11/14/2025	117079	VERIZON WIRELESS	257	TC IHSS PUBLIC A	5101-53120	TC IHSS PUBLIC A	642639291-00001	$73.42
70881893	11/14/2025	123478	WILGUS FIRE CONTROL INC	106	PUBLIC SAFETY	2036-53170	JUVENILE HALL	FIRE EXTINGUISHER SERVICE-JDF	$450.73
70881893	11/14/2025	123478	WILGUS FIRE CONTROL INC	106	PUBLIC SAFETY	2037-53170	PROBATION	FIRE EXTINGUISHER SERVICE-PROB	$412.88
70881894	11/14/2025	V000738	ADAM PRICKETT	265	COUNTY P/R TRUST	265-301800	NOT APPLICABLE	PAYROLL NET PPE 11/1/2025	$1,635.53
70881895	11/14/2025	V000306	ADRIANA LANGARICA	603	TC FLOOD CTRL/WA	60310-53110	TC FLOOD CTRL/WA	BOOT REIMBURSEMENT 2025	$126.43
70881896	11/14/2025	133289	BENEFIT COORDINATORS CORP-BCC	211	DENTAL INSURANCE	1112-53150	DENTAL	OCT 25 CLAIM	$47,634.80
70881896	11/14/2025	133289	BENEFIT COORDINATORS CORP-BCC	211	DENTAL INSURANCE	1112-53230	DENTAL	OCT 25 ADMIN	$3,191.53
70881896	11/14/2025	133289	BENEFIT COORDINATORS CORP-BCC	213	VISION	1113-53150	VISION	OCT 25 CLAIM	$5,412.51
70881896	11/14/2025	133289	BENEFIT COORDINATORS CORP-BCC	213	VISION	1113-53230	VISION	OCT 25 ADMIN	$460.06
70881899	11/14/2025	133740	CHARTER COMMUNICATIONS HOLDING	527	TC TRANS COMM AD	3033-53230	TCTC PLANNING	161099701110125	$719.00

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70881901	11/14/2025	130498	COLANTUONO HIGHSMITH & WHATLEY	603	TC FLOOD CTRL/WA	60310-53230	TC FLOOD CTRL/WA	PROFESSIONAL/SPECIAL SERV	$11,926.00
70881903	11/14/2025	130673	DAVID WILLIAMS	102	ROAD FUND	3011-53110	ROAD DEPARTMENT	SAFERY BOOTS REIMB 2025	$120.18
70881906	11/14/2025	104716	DIVERSIFIED SERVICES/COPY CENT	115	BUILDING & SAFET	2065-53291	BUILDING & SAFET	PO 429057	$497.25
70881909	11/14/2025	125072	GREEN DOT TRANSPORTATION SOLUT	527	TC TRANS COMM AD	3033-53230	TCTC PLANNING	PROFESSIONAL/SPECIAL SERV	$27,442.60
70881910	11/14/2025	110076	HOUSING AND COMMUNITY DEVELOPM	115	BUILDING & SAFET	115-207795	NOT APPLICABLE	Alcon property Buyers	$22.00
70881911	11/14/2025	V000736	JAYCEE LEE	535	TC CHILD & FAMIL	53510-53290	TC CHILD & FAMIL	EMPLOYEE TRAVEL/TRAINING	$35.70
70881912	11/14/2025	T00790	JOHN N & VALERIE A STEWART	421	TAX COLLECTOR TR	421-301311	NOT APPLICABLE	101-230-007-000 2025	$1,997.61
70881914	11/14/2025	133918	NANCY VICUNA	535	TC CHILD & FAMIL	53510-53290	TC CHILD & FAMIL	EMPLOYEE TRAVEL/TRAINING	$78.26
70881915	11/14/2025	123643	NU WAY MARKET	101	GENERAL FUND	5062-53130	COMMUNITY ACTION	CAA RTR Food Giveaway	$6,355.12
70881916	11/14/2025	101231	PACIFIC GAS & ELECTRIC	108	SOCIAL SERVICES	5013-53300	SOCIAL SERVICES	0049000946-1	$377.44
70881917	11/14/2025	112380	PARATRANSIT SERVICES	117	TRANSPORTATION O	3037-53170	TRAX	81-102501 TRAX	$16,846.57
70881917	11/14/2025	112380	PARATRANSIT SERVICES	117	TRANSPORTATION O	3037-53230	TRAX	81-102501 TRAX	$2,796.00
70881917	11/14/2025	112380	PARATRANSIT SERVICES	117	TRANSPORTATION O	3037-532360	TRAX	81-102501 LCSAT	$5,157.12
70881917	11/14/2025	112380	PARATRANSIT SERVICES	117	TRANSPORTATION O	3037-532360	TRAX	81-102501 STC	$7,609.03
70881917	11/14/2025	112380	PARATRANSIT SERVICES	117	TRANSPORTATION	3037-532360	TRAX	81-102501 TRAX	$132,284.42

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					O				
70881917	11/14/2025	112380	PARATRANSIT SERVICES	117	TRANSPORTATION O	3037-53280	TRAX	81-102501 TRAX	$301.18
70881917	11/14/2025	112380	PARATRANSIT SERVICES	117	TRANSPORTATION O	3037-53291	TRAX	81-102501 LCSAT	$1,605.89
70881917	11/14/2025	112380	PARATRANSIT SERVICES	117	TRANSPORTATION O	3037-53291	TRAX	81-102501 STC	$2,905.63
70881917	11/14/2025	112380	PARATRANSIT SERVICES	117	TRANSPORTATION O	3037-53291	TRAX	81-102501 TRAX	$21,197.56
70881917	11/14/2025	112380	PARATRANSIT SERVICES	117	TRANSPORTATION O	3037-53300	TRAX	81-102501 TRAX	($814.06)
70881917	11/14/2025	112380	PARATRANSIT SERVICES	117	TRANSPORTATION O	3038-53280	METS	841025METS	$48.40
70881917	11/14/2025	112380	PARATRANSIT SERVICES	117	TRANSPORTATION O	3038-53291	METS	841025METS	$5,003.18
70881917	11/14/2025	112380	PARATRANSIT SERVICES	117	TRANSPORTATION O	3039-532360	PARA TRAX	81-102501 PRTRX	$60,816.76
70881917	11/14/2025	112380	PARATRANSIT SERVICES	117	TRANSPORTATION O	3039-53291	PARA TRAX	81-102501 PRTRX	$5,400.00
70881918	11/14/2025	V000509	PRIMO BRANDS	603	TC FLOOD CTRL/WA	60310-53220	TC FLOOD CTRL/WA	WATER BOTTLE DELIVERY	$39.79
70881921	11/14/2025	132935	SHAWN BONDON	101	GENERAL FUND	5060-53290	VETERANS SERVICE	CACVSO FALL CONF	$616.40
70881925	11/14/2025	V000623	TRAVIS M THOMAS	101	GENERAL FUND	5060-53290	VETERANS SERVICE	CACVSO FALL CONF	$619.40
70881926	11/17/2025	133648	AED BRANDS LLC	106	PUBLIC SAFETY	2035-53190	DAY REPORTING CE	AED REPLACEMENT PADS-DRC	$297.65
70881926	11/17/2025	133648	AED BRANDS LLC	106	PUBLIC SAFETY	2037-53190	PROBATION	REPLACEMENT AED PADS-PROB	$148.84

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70881927	11/17/2025	103939	AT&T	101	GENERAL FUND	7033-53120	RED BLUFF VETERA	9391032913	$78.16
70881929	11/17/2025	107169	BAY ALARM	101	GENERAL FUND	2078-53180	DIV OF ANIMAL SE	271PA25 Alarm 12/1/25-2/28/26	$187.23
70881930	11/17/2025	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	7033-53220	RED BLUFF VETERA	RB14	$63.18
70881931	11/17/2025	111127	CHARTER COMMUNICATIONS	101	GENERAL FUND	2061-53120	AGRICULTURE COMM	176978501 internet November	$229.97
70881932	11/17/2025	T00500	CYNTHIA JAMES	430	PROB RESTITUTION	430-207771	NOT APPLICABLE	VICTIM RESTITUTION PMT 11/25	$100.00
70881933	11/17/2025	112120	DAVIS COURIER SERVICE	101	GENERAL FUND	1023-53220	ASSESSOR	inv24011 PO429062	$77.72
70881934	11/17/2025	V000739	FLEMING RESEARCH INTERNATIONAL	535	TC CHILD & FAMIL	53510-555220	TC CHILD & FAMIL	EARLY MENTAL HEALTH	$1,877.24
70881935	11/17/2025	112395	HOME DEPOT CREDIT SERVICES	101	GENERAL FUND	1074-53140	FACILITIES MAINT	6035 3225 3252 3531	$57.86
70881935	11/17/2025	112395	HOME DEPOT CREDIT SERVICES	101	GENERAL FUND	1074-53180	FACILITIES MAINT	6035 3225 3252 3531	$705.62
70881935	11/17/2025	112395	HOME DEPOT CREDIT SERVICES	101	GENERAL FUND	1074-53210	FACILITIES MAINT	6035 3225 3252 3531	$49.17
70881935	11/17/2025	112395	HOME DEPOT CREDIT SERVICES	101	GENERAL FUND	1074-53270	FACILITIES MAINT	6035 3225 3252 3531	$68.85
70881935	11/17/2025	112395	HOME DEPOT CREDIT SERVICES	101	GENERAL FUND	7021-53606	PARKS & RECREATI	6035 3225 3252 3531	$54.20
70881935	11/17/2025	112395	HOME DEPOT CREDIT SERVICES	101	GENERAL FUND	7021-53608	PARKS & RECREATI	6035 3225 3252 3531	$22.76
70881936	11/17/2025	136121	HUNT & SONS LLC	101	GENERAL FUND	2077-53291	PLANNING DEPARTM	Acct # 6028 Invoice Gas Oct 25	$62.15
70881937	11/17/2025	T00498	JENNIFER COHOON	430	PROB	430-207771	NOT APPLICABLE	VICTIM RESTITUTION PMT	$100.00

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					RESTITUTION			10/25	
70881937	11/17/2025	T00498	JENNIFER COHOON	430	PROB RESTITUTION	430-207771	NOT APPLICABLE	VICTIM RESTITUTION PMT 11/25	$100.00
70881938	11/17/2025	101699	JOHN W CORNELISON DBA	101	GENERAL FUND	2078-53280	DIV OF ANIMAL SE	key copies/lock	$64.66
70881939	11/17/2025	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	Gloves	$1,061.41
70881939	11/17/2025	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	KMR PWD	$91.85
70881939	11/17/2025	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	SNIP Gloves	$81.83
70881939	11/17/2025	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-532807	DIV OF ANIMAL SE	Betacilin clav tab	$177.94
70881939	11/17/2025	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-532807	DIV OF ANIMAL SE	Marquis Paste	$321.13
70881939	11/17/2025	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-532807	DIV OF ANIMAL SE	Meloxidyl Oral	$201.80
70881939	11/17/2025	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-532807	DIV OF ANIMAL SE	Motazol	$248.51
70881940	11/17/2025	116981	NORCAL PRESORT	101	GENERAL FUND	1023-53220	ASSESSOR	inv163931 PO429061	$51.22
70881941	11/17/2025	130258	OMEGA LABORATORIES INC	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	PROFESSION/SPEC OTHER	$655.14
70881942	11/17/2025	T00505	SAVE MART LOSS PREVENTION	430	PROB RESTITUTION	430-207771	NOT APPLICABLE	VICTIM RESTITUTION PMT 11/2025	$100.00
70881943	11/17/2025	133774	SERVICEWALA STORES LLC	108	SOCIAL SERVICES	5013-53170	SOCIAL SERVICES	MAINTENANCE OF EQUIPMENT	$310.78
70881944	11/17/2025	101509	SHELBY'S PEST CONTROL INC	101	GENERAL FUND	7033-53230	RED BLUFF VETERA	PROFESSIONAL/SPECIAL SERV	$46.00

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70881946	11/17/2025	135605	SPECTRUM	101	GENERAL FUND	7033-53120	RED BLUFF VETERA	8413 12 011 0008828	$147.01
70881947	11/17/2025	101187	NORTH VALLEY SERVICES	101	GENERAL FUND	7033-53140	RED BLUFF VETERA	HOUSEHOLD EXPENSE	$486.00
70881948	11/17/2025	T00507	TEHAMA COUNTY DEPARTMENT OF SO	430	PROB RESTITUTION	430-207771	NOT APPLICABLE	VICTIM RESTITUTION PMT 11/25	$200.00
70881949	11/17/2025	T00501	TRACY MAIR	430	PROB RESTITUTION	430-207771	NOT APPLICABLE	VICTIM RESTITUTION PMT 11/25	$500.00
70881950	11/17/2025	123088	TRITES BACKFLOW SERVICES INC	112	HEALTH SERVICES	40121-53180	PUBLIC HEALTH	MTCE STRUCT-IMPRV-GROUNDS	$14.29
70881950	11/17/2025	123088	TRITES BACKFLOW SERVICES INC	112	HEALTH SERVICES	40131-53180	MENTAL HEALTH	MTCE STRUCT-IMPRV-GROUNDS	$22.76
70881950	11/17/2025	123088	TRITES BACKFLOW SERVICES INC	112	HEALTH SERVICES	40171-53180	DRUG & ALCOHOL	MTCE STRUCT-IMPRV-GROUNDS	$36.78
70881950	11/17/2025	123088	TRITES BACKFLOW SERVICES INC	112	HEALTH SERVICES	40251-53180	CLINIC SERVICES	MTCE STRUCT-IMPRV-GROUNDS	$26.17
70881951	11/17/2025	134948	UBEO MIDCO LLC	108	SOCIAL SERVICES	5013-53170	SOCIAL SERVICES	5284071	$1,768.65
70881952	11/17/2025	111106	ZOETIS	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	Simparica	$658.76
70881952	11/17/2025	111106	ZOETIS	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	Vanguard DAPP	$1,026.09
70881953	11/17/2025	111127	CHARTER COMMUNICATIONS	108	SOCIAL SERVICES	5013-53120	SOCIAL SERVICES	176980601	$469.96
70881954	11/17/2025	V000609	CHRISTIAN GARCIA GUTIERREZ	220	TC SOLID WASTE M	4045-53280	TC/RB LANDFILL M	HI-VIZ RAIN COAT	$160.18
70881955	11/17/2025	103346	DMV RENEWAL	106	PUBLIC SAFETY	2024-53170	BOATING GRANTS	3033VV	$20.00
70881956	11/17/2025	103346	DMV RENEWAL	106	PUBLIC SAFETY	2024-53170	BOATING GRANTS	3034VV	$20.00
70881957	11/17/2025	T00791	RAYMOND WAI KEUNG LEUNG	421	TAX COLLECTOR TR	421-301311	NOT APPLICABLE	066-140-003 2025	$310.78
70881958	11/18/2025	122859	ACCESS INFORMATION	108	SOCIAL SERVICES	5013-53140	SOCIAL SERVICES	CHDE0267	$652.86

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			HOLDINGS LL						
70881959	11/18/2025	V000664	AFFORDABLE INTERIOR SYSTEMS IN	103	CAPITAL OUTLAY	1081-57586	PLANT ACQUISITIO	COFQ14651 PO 428992	$39,032.99
70881961	11/18/2025	V000640	CALIBER OFFICE FURNITURE	103	CAPITAL OUTLAY	1081-57586	PLANT ACQUISITIO	PO 428987	$35,537.62
70881962	11/18/2025	V000667	FELLOWES CONTRACT INTERIORS	103	CAPITAL OUTLAY	1081-57586	PLANT ACQUISITIO	COFQ14686 PO 428991	$3,154.53
70881964	11/18/2025	V000684	JOHN A FOSTER	106	PUBLIC SAFETY	2013-53230	DISTRICT ATTORNE	PROFESSIONAL/SPECIAL SERV	$500.00
70881965	11/18/2025	123948	LEXIS NEXIS RISK SOLUTIONS	108	SOCIAL SERVICES	5013-53220	SOCIAL SERVICES	1465107	$695.60
70881968	11/18/2025	V000669	SPEC FURNITURE INC	103	CAPITAL OUTLAY	1081-57586	PLANT ACQUISITIO	COFQ14684 PO 428991	$23,377.14
70881969	11/18/2025	134948	UBEO MIDCO LLC	108	SOCIAL SERVICES	5013-53170	SOCIAL SERVICES	5284071	$25.66
70881973	11/18/2025	V000734	BENJAMIN AND EDNA HANNER	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	Non-Recur AAP Expenses 2049067	$20.00
70881974	11/18/2025	V000605	CHRISTOPHER TAVARES	101	GENERAL FUND	4011-53290	ENVIRONMENTAL HE	PREP STUDY COURSE	$350.00
70881975	11/18/2025	136674	COLUMN NA FBO DH SLATER & SON	103	CAPITAL OUTLAY	1081-57586	PLANT ACQUISITIO	JAIL RE-ENTRY	$58,477.27
70881976	11/18/2025	123020	DH SLATER AND SON INC	103	CAPITAL OUTLAY	1081-57586	PLANT ACQUISITIO	JAIL RE-ENTRY	$1,111,068.03
70881978	11/18/2025	V000735	J JESÃšS ZEPEDA	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	Non-Recur AAP Expenses 2048818	$20.00
70881979	11/18/2025	106125	JEANNIE PINNOW	106	PUBLIC SAFETY	2027-53290	SHERIFF	CLEARS SEMINAR	$2,482.80
70881983	11/18/2025	V000744	SCOTT EASTER	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$360.00
70881984	11/18/2025	134089	TIA BRANTON TRUSTEE	101	GENERAL FUND	2062-53220	CODE/MARIJUANA E	PETTY CASH	$160.00
70881985	11/18/2025	V000742	VIRGINIA SHAFFER	101	GENERAL FUND	4011-53290	ENVIRONMENTAL HE	PREP STUDY COURSE	$350.00

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70881986	11/19/2025	119080	ABC LEGAL SERVICES INC	113	CHILD SUPPORT	5015-53280	CHILD SUPPORT SE	108957	$140.00
70881987	11/19/2025	107355	AIRGAS USA LLC	102	ROAD FUND	3011-53250	ROAD DEPARTMENT	2144002	$459.36
70881988	11/19/2025	100102	ANTELOPE VOLUNTEER FIRE	105	FIRE FUND	2042-53210	FIRE SCH C VOL	MISCELLANEOUS EXPENSE	$496.00
70881989	11/19/2025	103939	AT&T	102	ROAD FUND	3011-53120	ROAD DEPARTMENT	9391032846	$31.41
70881989	11/19/2025	103939	AT&T	102	ROAD FUND	3011-53120	ROAD DEPARTMENT	9391032848	$31.41
70881989	11/19/2025	103939	AT&T	102	ROAD FUND	3011-53120	ROAD DEPARTMENT	9391032849	$356.67
70881989	11/19/2025	103939	AT&T	102	ROAD FUND	3011-53120	ROAD DEPARTMENT	9391065811	$632.51
70881989	11/19/2025	103939	AT&T	113	CHILD SUPPORT	5015-53120	CHILD SUPPORT SE	9391081135	$169.11
70881990	11/19/2025	117161	AT&T MOBILITY/CINGULAR WIRELES	102	ROAD FUND	3011-53120	ROAD DEPARTMENT	287339254695	$80.48
70881991	11/19/2025	V000719	BAMBAUER TOWING SERVICE	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	PO41575	$2,887.50
70881992	11/19/2025	V000747	BEN ROWE	116	SENIOR NUTRITION	5063-53230	SENIOR NUTRITION	MOW freezer repair quote	$598.00
70881993	11/19/2025	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	1041-53170	PERSONNEL	TC39	$332.81
70881994	11/19/2025	109928	CDW GOVERNMENT INC	101	GENERAL FUND	1031-53170	COUNTY COUNSEL	PO429004	$204.90
70881995	11/19/2025	V000287	CINTAS CORPORATION NO 2	102	ROAD FUND	3011-53110	ROAD DEPARTMENT	CLOTHING & PERSONNEL SUPP	$133.20
70881995	11/19/2025	V000287	CINTAS CORPORATION NO 2	102	ROAD FUND	3011-53140	ROAD DEPARTMENT	HOUSEHOLD EXPENSE	$185.02
70881995	11/19/2025	V000287	CINTAS CORPORATION NO 2	102	ROAD FUND	3011-532801	ROAD DEPARTMENT	SHOP SUPPLIES EXPENSE	$129.51
70881996	11/19/2025	122041	COMCAST	108	SOCIAL SERVICES	5013-53120	SOCIAL SERVICES	8155 60 033 0123194	$534.21

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70881997	11/19/2025	134817	CONSOR NORTH AMERICA INC	102	ROAD FUND	3015-53230	ROAD CAPITAL PRO	PROFESSIONAL/SPECIAL SERV	$43,049.22
70881998	11/19/2025	100447	CORNING RURAL VOLUNTEER FIRE	105	FIRE FUND	2042-53210	FIRE SCH C VOL	MISCELLANEOUS EXPENSE	$876.00
70881999	11/19/2025	100543	DIBBLE CREEK VOLUNTEER FIRE DE	105	FIRE FUND	2042-53210	FIRE SCH C VOL	MISCELLANEOUS EXPENSE	$2,273.00
70882000	11/19/2025	134195	DOKKEN ENGINEERING	102	ROAD FUND	3011-53230	ROAD DEPARTMENT	PROFESSIONAL/SPECIAL SERV	$10,395.68
70882000	11/19/2025	134195	DOKKEN ENGINEERING	102	ROAD FUND	3015-53230	ROAD CAPITAL PRO	PROFESSIONAL/SPECIAL SERV	$829.40
70882001	11/19/2025	100594	EL CAMINO VOL FIRE DEPT	105	FIRE FUND	2042-53210	FIRE SCH C VOL	MISCELLANEOUS EXPENSE	$922.00
70882002	11/19/2025	115951	FRONTIER	605	TC SANITATION DI	60510-53120	TC SANITATION DI	5305953420-102496-8	$108.66
70882003	11/19/2025	V000233	GENUINE PARTS COMPANY INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	MAINTENANCE OF EQUIPMENT	$233.00
70882003	11/19/2025	V000233	GENUINE PARTS COMPANY INC	102	ROAD FUND	3011-53270	ROAD DEPARTMENT	SMALL TOOLS & INSTRUMENTS	$39.02
70882003	11/19/2025	V000233	GENUINE PARTS COMPANY INC	102	ROAD FUND	3011-532801	ROAD DEPARTMENT	SHOP SUPPLIES EXPENSE	$367.00
70882004	11/19/2025	100690	GERBER-LAS FLORES COMM SERV DI	102	ROAD FUND	3011-53300	ROAD DEPARTMENT	UTILITIES	$141.07
70882005	11/19/2025	119865	GHD INC	102	ROAD FUND	3015-53230	ROAD CAPITAL PRO	PROFESSIONAL/SPECIAL SERV	$25,377.52
70882006	11/19/2025	142511	GRAINGER INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	832564827	$2.99
70882006	11/19/2025	142511	GRAINGER INC	102	ROAD FUND	3011-53280	ROAD DEPARTMENT	832564827	$33.27
70882007	11/19/2025	113113	GREEN WASTE OF TEHAMA	102	ROAD FUND	3011-53280	ROAD DEPARTMENT	10096	$79.83
70882008	11/19/2025	134656	HUMBOLDT MOVING &	113	CHILD SUPPORT	5015-53230	CHILD SUPPORT SE	PROFESSIONAL/SPECIAL	$50.40

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			STORAGE CO I					SERV	
70882009	11/19/2025	136121	HUNT & SONS LLC	101	GENERAL FUND	6021-53291	LIBRARY	6022	$63.94
70882009	11/19/2025	136121	HUNT & SONS LLC	102	ROAD FUND	3011-53291	ROAD DEPARTMENT	99524	$14,093.39
70882009	11/19/2025	136121	HUNT & SONS LLC	113	CHILD SUPPORT	5015-53291	CHILD SUPPORT SE	6174	$43.72
70882010	11/19/2025	106774	KIMBALL-MIDWEST	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	052570	$633.20
70882011	11/19/2025	100893	LAKE CALIFORNIA VOLUNTEER FIRE	105	FIRE FUND	2042-53210	FIRE SCH C VOL	OCTOBER STIPEND 2025	$243.00
70882012	11/19/2025	132992	LOOKING GLASS MEDIA LLC	113	CHILD SUPPORT	5015-53230	CHILD SUPPORT SE	PROFESSIONAL/SPECIAL SERV	$744.33
70882013	11/19/2025	103809	LOS MOLINOS COMMUNITY SERVICES	101	GENERAL FUND	6021-53300	LIBRARY	UTILITIES	$32.22
70882013	11/19/2025	103809	LOS MOLINOS COMMUNITY SERVICES	102	ROAD FUND	3011-53300	ROAD DEPARTMENT	UTILITIES	$215.43
70882014	11/19/2025	100961	LOS MOLINOS VOL FIRE	105	FIRE FUND	2042-53210	FIRE SCH C VOL	OCTOBER 2025 STIPEND	$1,107.00
70882015	11/19/2025	101000	MANTON VOL FIRE CO	105	FIRE FUND	2042-53210	FIRE SCH C VOL	OCTOBER 2025 STIPEND	$357.00
70882016	11/19/2025	102134	MINERAL HOSE DEPT #1	105	FIRE FUND	2042-53210	FIRE SCH C VOL	OCTOBER 2025 STIPEND	$223.00
70882017	11/19/2025	130751	MUNICIPAL MAINTENANCE EQUIPMEN	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	C01069	$655.22
70882018	11/19/2025	V000608	N&S NORTH INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	MAINTENANCE OF EQUIPMENT	$305.06
70882019	11/19/2025	101164	NORTHERN CALIFORNIA GLOVES	102	ROAD FUND	3011-53110	ROAD DEPARTMENT	0000053	$39.95
70882019	11/19/2025	101164	NORTHERN CALIFORNIA GLOVES	102	ROAD FUND	3011-53190	ROAD DEPARTMENT	0000053	$81.08
70882020	11/19/2025	130684	O'REILLY AUTOMOTIVE INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	MAINTENANCE OF EQUIPMENT	$987.48

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70882020	11/19/2025	130684	O'REILLY AUTOMOTIVE INC	102	ROAD FUND	3011-53280	ROAD DEPARTMENT	SPECIAL DEPARTMENTAL EXP	$95.42
70882021	11/19/2025	123562	OBSIDIAN	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	MAINTENANCE OF EQUIPMENT	$7,894.51
70882022	11/19/2025	101261	PAYNES CREEK VOLUNTEER FIRE CO	105	FIRE FUND	2042-53210	FIRE SCH C VOL	OCTOBER 2025 STIPEND	$20.00
70882023	11/19/2025	101276	PETERSON TRACTOR	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	MAINTENANCE OF EQUIPMENT	$255.37
70882023	11/19/2025	101276	PETERSON TRACTOR	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	PO 41580	$5,433.37
70882024	11/19/2025	101349	RANCHO TEHAMA VOLUNTEER FIRE	105	FIRE FUND	2042-53210	FIRE SCH C VOL	OCTOBER 2025 STIPEND	$28.00
70882025	11/19/2025	120429	RIVERVIEW INTERNATIONAL TRUCKS	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	MAINTENANCE OF EQUIPMENT	$198.82
70882026	11/19/2025	126499	SNOW MOUNTAIN NATURAL SPRING W	102	ROAD FUND	3011-53220	ROAD DEPARTMENT	OFFICE EXPENSE	$1,244.52
70882027	11/19/2025	134616	SOUTH AVENUE INC	102	ROAD FUND	3011-532801	ROAD DEPARTMENT	100574	$22.60
70882028	11/19/2025	109099	TEHAMA ASPHALT	102	ROAD FUND	3011-53280	ROAD DEPARTMENT	SPECIAL DEPARTMENTAL EXP	$74,367.50
70882029	11/19/2025	115214	PAPE' TRUCKS INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	MAINTENANCE OF EQUIPMENT	$2,137.70
70882030	11/19/2025	134948	UBEO MIDCO LLC	102	ROAD FUND	3011-53250	ROAD DEPARTMENT	RENT/LEASE OF EQUIPMENT	$1,228.21
70882031	11/19/2025	107822	VALLEY ROCK PRODUCTS	102	ROAD FUND	3011-53280	ROAD DEPARTMENT	SPECIAL DEPARTMENTAL EXP	$2,378.93
70882032	11/19/2025	136143	VESTIS SERVICES LLC	108	SOCIAL SERVICES	5013-53140	SOCIAL SERVICES	116139600	$592.30
70882033	11/19/2025	101810	VINA VOLUNTEER FIRE DEPARTMENT	105	FIRE FUND	2042-53210	FIRE SCH C VOL	OCTOBER 2025 STIPEND	$681.00

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70882034	11/19/2025	125548	VIRTUAL PROJECT MANAGER LLC	102	ROAD FUND	3015-53170	ROAD CAPITAL PRO	MAINTENANCE OF EQUIPMENT	$1,250.00
70882035	11/19/2025	V000256	WEST COAST PAPER CO INC	108	SOCIAL SERVICES	5013-53140	SOCIAL SERVICES	1895	$50.53
70882036	11/19/2025	V000746	ALFONSO NEGRETE MENDOZA	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	Reim Live Scan	$89.00
70882037	11/19/2025	103756	CHRIS DITTNER	101	GENERAL FUND	5062-55400	COMMUNITY ACTION	12/2025 HDAP Client 136	$1,025.00
70882038	11/19/2025	136180	COLIN DAHLBERG	106	PUBLIC SAFETY	2027-53290	SHERIFF	2025 CATO CONFERENCE	$232.00
70882039	11/19/2025	118483	DEREK SHERRILL	106	PUBLIC SAFETY	2027-53290	SHERIFF	2025 CATO CONFERENCE	$232.00
70882040	11/19/2025	104716	DIVERSIFIED SERVICES/COPY CENT	115	BUILDING & SAFET	2065-53220	BUILDING & SAFET	Pollam Palmquest Plans	$120.00
70882041	11/19/2025	126292	DOCS MEDICAL GROUP	115	BUILDING & SAFET	2065-53280	BUILDING & SAFET	McFarlen Misc. 2023-365	$205.00
70882043	11/19/2025	118999	DUSTIN MARIA	106	PUBLIC SAFETY	2027-53295	SHERIFF	RESPONSE NON-CRIMINAL BARRICAD	$96.00
70882044	11/19/2025	V000750	ELECTION CENTER	101	GENERAL FUND	1052-53290	ELECTIONS	CA Winter 2025 REO Reg	$600.00
70882046	11/19/2025	113429	GREEN WASTE OF TEHAMA	102	ROAD FUND	3011-53140	ROAD DEPARTMENT	4018-1444544	$338.57
70882046	11/19/2025	113429	GREEN WASTE OF TEHAMA	102	ROAD FUND	3011-53140	ROAD DEPARTMENT	4018-987021	$338.57
70882047	11/19/2025	134645	HEATHER GRAYSON	106	PUBLIC SAFETY	2027-53290	SHERIFF	2025 CATO CONFERENCE	$232.00
70882048	11/19/2025	112395	HOME DEPOT CREDIT SERVICES	102	ROAD FUND	3011-53140	ROAD DEPARTMENT	HOUSEHOLD EXPENSE	$68.38
70882048	11/19/2025	112395	HOME DEPOT CREDIT SERVICES	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	MAINTENANCE OF EQUIPMENT	$11.18
70882048	11/19/2025	112395	HOME DEPOT CREDIT SERVICES	102	ROAD FUND	3011-53270	ROAD DEPARTMENT	SMALL TOOLS & INSTRUMENTS	$57.94
70882048	11/19/2025	112395	HOME DEPOT CREDIT SERVICES	102	ROAD FUND	3011-53280	ROAD DEPARTMENT	SPECIAL DEPARTMENTAL EXP	$1,324.13

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70882049	11/19/2025	112395	HOME DEPOT CREDIT SERVICES	102	ROAD FUND	3011-532801	ROAD DEPARTMENT	SHOP SUPPLIES EXPENSE	$86.88
70882050	11/19/2025	110076	HOUSING AND COMMUNITY DEVELOPM	115	BUILDING & SAFET	115-207795	NOT APPLICABLE	Dyke & Murphy	$33.00
70882051	11/19/2025	110076	HOUSING AND COMMUNITY DEVELOPM	115	BUILDING & SAFET	115-207795	NOT APPLICABLE	Pulido & Valdovinos	$22.00
70882052	11/19/2025	136121	HUNT & SONS LLC	115	BUILDING & SAFET	2065-53291	BUILDING & SAFET	Acct 6098 BPO428170	$422.87
70882053	11/19/2025	123200	JACOB M RICKEY	712	TEHAMA MAJOR CRI	71210-53290	TEHAMA MAJOR CRI	CATO CONFERENCE	$232.00
70882056	11/19/2025	134453	JUSTIN RIDGWAY	106	PUBLIC SAFETY	2027-53290	SHERIFF	CATO CONFERENCE	$232.00
70882057	11/19/2025	V000745	KARLA MONTES DE OCA REYES	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	Reim Live Scan	$89.00
70882059	11/19/2025	128534	KEVIN C HOGLUND	106	PUBLIC SAFETY	2027-53295	SHERIFF	RESPONSE TO THE NON CRIMINAL	$96.00
70882060	11/19/2025	104757	OFFICE DEPOT (BUSINESS SVCS DI	102	ROAD FUND	3011-53140	ROAD DEPARTMENT	89517192	$106.50
70882061	11/19/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	5062-55400	COMMUNITY ACTION	Acct #7635376085-3 PGE	$382.21
70882062	11/19/2025	101231	PACIFIC GAS & ELECTRIC	102	ROAD FUND	3011-53300	ROAD DEPARTMENT	6274872276-6	$132.58
70882063	11/19/2025	101231	PACIFIC GAS & ELECTRIC	605	TC SANITATION DI	60510-53300	TC SANITATION DI	6227612264-5	$292.33
70882064	11/19/2025	101371	RED BLUFF GLASS COMPANY	115	BUILDING & SAFET	2065-53170	BUILDING & SAFET	202PA25	$1,027.04
70882065	11/19/2025	125907	RESOURCE CONSERVATION DISTRICT	102	ROAD FUND	3015-53230	ROAD CAPITAL PRO	PROFESSIONAL/SPECIAL SERV	$14,475.22
70882066	11/19/2025	129004	ROBERT EPPERSON	106	PUBLIC SAFETY	2027-53290	SHERIFF	CATO CONFERENCE	$232.00
70882067	11/19/2025	T00793	ROBERT H GORGEN	300	C/Y UNSECURED	300-301800	NOT APPLICABLE	043-070-053 2025	$66.12
70882068	11/19/2025	115449	SCOTTY KELLEY	106	PUBLIC SAFETY	2023-53290	BAILIFF	CERTIFIED EXAMINERS	$424.00

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								COURSE	
70882070	11/19/2025	133572	TAYLOR SMITH	101	GENERAL FUND	1041-53220	PERSONNEL	REIMB FOR TONER SHIPPING	$28.77
70882071	11/19/2025	T00794	TIM & KAREN KUHN	300	C/Y UNSECURED	300-301800	NOT APPLICABLE	078-172-010 2022	$61.34
70882071	11/19/2025	T00794	TIM & KAREN KUHN	300	C/Y UNSECURED	300-301800	NOT APPLICABLE	078-172-010 2023	$13.51
70882071	11/19/2025	T00794	TIM & KAREN KUHN	300	C/Y UNSECURED	300-301800	NOT APPLICABLE	078-172-010 2024	$31.91
70882071	11/19/2025	T00794	TIM & KAREN KUHN	300	C/Y UNSECURED	300-301800	NOT APPLICABLE	078-172-010 2025	$48.03
70882072	11/19/2025	T00792	TIMIOS TITLE	421	TAX COLLECTOR TR	421-301308	NOT APPLICABLE	910-002-717 2025	$134.32
70882073	11/19/2025	117079	VERIZON WIRELESS	102	ROAD FUND	3011-53120	ROAD DEPARTMENT	770720905-00030	$1,253.86
70882075	11/20/2025	100427	CPS HUMAN RESOURCE CONSULTING	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	PROFESSIONAL/SPECIAL SERV	$178.75
70882075	11/20/2025	100427	CPS HUMAN RESOURCE CONSULTING	112	HEALTH SERVICES	40251-53230	CLINIC SERVICES	PROFESSIONAL/SPECIAL SERV	$178.75
70882076	11/20/2025	136356	FISCAL EXPERTS INC	108	SOCIAL SERVICES	5013-53280	SOCIAL SERVICES	SPECIAL DEPARTMENTAL EXP	$4,445.00
70882077	11/20/2025	133998	KUPERS AUTOMOTIVE REPAIR	112	HEALTH SERVICES	40171-53170	DRUG & ALCOHOL	PO 9679	$175.97
70882078	11/20/2025	110712	LABCORP OF AMERICA HOLDINGS	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	04100230	$100.00
70882079	11/20/2025	132831	PRENTICE LONG PC	101	GENERAL FUND	1031-53230	COUNTY COUNSEL	PROFESSIONAL/SPECIAL SERV	$37,599.73
70882080	11/20/2025	125775	RELX INC	410	LAW LIBRARY	41010-53230	LAW LIBRARY	424ZM27X6	$856.00
70882081	11/20/2025	T0023781	SHASTA COUNTY OFFICE OF EDUCAT	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	000706	$3,349.51
70882082	11/20/2025	V000573	STEPHANIE L MAYFIELD	101	GENERAL FUND	2016-53220	GRAND JURY	CERTIFIED MAIL	$31.44

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70882083	11/20/2025	105424	TEHAMA COUNTY DEPT OF EDUCATIO	410	LAW LIBRARY	41010-53230	LAW LIBRARY	PROFESSIONAL/SPECIAL SERV	$262.50
70882084	11/20/2025	V000068	BAYLIE COTTON	101	GENERAL FUND	101-102254	NOT APPLICABLE	ADPP PAYMENT NOV 2025	$2,255.00
70882085	11/20/2025	105743	BOB CHANEY	101	GENERAL FUND	1052-53290	ELECTIONS	MILEAGE BALLOT RETRIEVING	$383.88
70882086	11/20/2025	111127	CHARTER COMMUNICATIONS	108	SOCIAL SERVICES	5013-53120	SOCIAL SERVICES	218806201	$1,127.00
70882087	11/20/2025	109487	CLINT RAIMER	102	ROAD FUND	3011-53110	ROAD DEPARTMENT	SAFETY BOOTS 2025	$139.14
70882089	11/20/2025	135409	DELMAR BAYLES	102	ROAD FUND	3011-53110	ROAD DEPARTMENT	SAFETY BOOTS 2025	$300.00
70882092	11/20/2025	121680	HAYLEY FRANK	106	PUBLIC SAFETY	2027-53295	SHERIFF	CRISIS INTERVENTION BEHAVIORAL	$19.00
70882093	11/20/2025	133853	MARIA VIEYRA	101	GENERAL FUND	2061-53290	AGRICULTURE COMM	SEPT 2025 AND OCT 2025 MILEAGE	$31.36
70882095	11/20/2025	T00795	ROSELYN NUNES	310	SUPPL SECURED TA	310-301800	NOT APPLICABLE	013040034000 2024	$40.93
70882096	11/21/2025	134185	AGILE OCCUPATIONAL MEDICINE PC	105	FIRE FUND	2042-53230	FIRE SCH C VOL	PHYSICAL RESPIRATOR REVEWS	$540.00
70882096	11/21/2025	134185	AGILE OCCUPATIONAL MEDICINE PC	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	PROFESSION/SPEC OTHER	$280.00
70882097	11/21/2025	133275	ALSCO-GEYER IRRIGATION INC	106	PUBLIC SAFETY	2035-53170	DAY REPORTING CE	STORE 17819 AC 301212	$21.49
70882098	11/21/2025	103939	AT&T	101	GENERAL FUND	2061-53120	AGRICULTURE COMM	9391032879 service 10/12-11/11	$164.07
70882098	11/21/2025	103939	AT&T	101	GENERAL FUND	2061-53120	AGRICULTURE COMM	9391032903 10/12-11/11	$32.30
70882098	11/21/2025	103939	AT&T	101	GENERAL FUND	2078-53120	DIV OF ANIMAL SE	9391032870 10/12-11/11	$98.08
70882098	11/21/2025	103939	AT&T	105	FIRE FUND	2042-53120	FIRE SCH C VOL	9391069556	$115.11
70882098	11/21/2025	103939	AT&T	108	SOCIAL SERVICES	5013-53120	SOCIAL SERVICES	9391032862	$86.24

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70882098	11/21/2025	103939	AT&T	108	SOCIAL SERVICES	5013-53120	SOCIAL SERVICES	9391032900	$63.05
70882099	11/21/2025	122025	BIMBO BAKERIES USA	106	PUBLIC SAFETY	2035-53130	DAY REPORTING CE	AC 363203-1 DRC	$50.60
70882100	11/21/2025	134009	CALIFORNIA SURVEYING & DRAFTIN	102	ROAD FUND	3011-53250	ROAD DEPARTMENT	RENT/LEASE OF EQUIPMENT	$268.13
70882101	11/21/2025	102651	CODY LESTER	105	FIRE FUND	2042-53210	FIRE SCH C VOL	MISCELLANEOUS EXPENSE	$247.34
70882102	11/21/2025	100427	CPS HUMAN RESOURCE CONSULTING	106	PUBLIC SAFETY	2036-53220	JUVENILE HALL	EXAM DATE 10/28/25 SUPPLIES	$351.40
70882103	11/21/2025	103045	DEPT OF JUSTICE	106	PUBLIC SAFETY	2036-53230	JUVENILE HALL	AC# 141852 Oct 2025	$480.00
70882104	11/21/2025	104716	DIVERSIFIED SERVICES/COPY CENT	101	GENERAL FUND	2061-53280	AGRICULTURE COMM	Crop report copies	$277.14
70882104	11/21/2025	104716	DIVERSIFIED SERVICES/COPY CENT	101	GENERAL FUND	2078-53280	DIV OF ANIMAL SE	controlled substance log	$16.13
70882104	11/21/2025	104716	DIVERSIFIED SERVICES/COPY CENT	112	HEALTH SERVICES	40121-53220	PUBLIC HEALTH	OFFICE EXPENSE	$276.81
70882104	11/21/2025	104716	DIVERSIFIED SERVICES/COPY CENT	112	HEALTH SERVICES	40131-53220	MENTAL HEALTH	OFFICE EXPENSE	$276.81
70882104	11/21/2025	104716	DIVERSIFIED SERVICES/COPY CENT	112	HEALTH SERVICES	40171-53220	DRUG & ALCOHOL	OFFICE EXPENSE	$276.82
70882104	11/21/2025	104716	DIVERSIFIED SERVICES/COPY CENT	112	HEALTH SERVICES	40251-53220	CLINIC SERVICES	OFFICE EXPENSE	$276.81
70882104	11/21/2025	104716	DIVERSIFIED SERVICES/COPY CENT	535	TC CHILD & FAMIL	53510-555206	TC CHILD & FAMIL	COMM STRENGTH/BUILDING	$3,706.60
70882105	11/21/2025	126292	DOCS MEDICAL GROUP	105	FIRE FUND	2042-53230	FIRE SCH C VOL	PROFESSIONAL/SPECIAL SERV	$360.00
70882105	11/21/2025	126292	DOCS MEDICAL GROUP	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	PROFESSION/SPEC OTHER	$630.00
70882106	11/21/2025	118866	EARTHGRAINS BAKING	106	PUBLIC SAFETY	2035-53130	DAY REPORTING CE	AC 363203-1 DRC	$25.30

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			COMPANIES I						
70882106	11/21/2025	118866	EARTHGRAINS BAKING COMPANIES I	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	AC 194283-1 SNP	$148.68
70882106	11/21/2025	118866	EARTHGRAINS BAKING COMPANIES I	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	AC 214109-1	$35.38
70882106	11/21/2025	118866	EARTHGRAINS BAKING COMPANIES I	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	AC 214109-1 JDF	$84.20
70882107	11/21/2025	T0040558	ED JONES CO	106	PUBLIC SAFETY	2037-53110	PROBATION	Uniform Belt Clips	$227.63
70882108	11/21/2025	136051	ELIOR INC	116	SENIOR NUTRITION	5063-53130	SENIOR NUTRITION	A7022	$4,200.00
70882109	11/21/2025	127756	EMPOWER TEHAMA	106	PUBLIC SAFETY	2035-53230	DAY REPORTING CE	OCT 2025 MRT	$6,062.58
70882109	11/21/2025	127756	EMPOWER TEHAMA	106	PUBLIC SAFETY	2035-53230	DAY REPORTING CE	SEPT 2025 MRT	$6,062.58
70882109	11/21/2025	127756	EMPOWER TEHAMA	108	SOCIAL SERVICES	5013-53230	SOCIAL SERVICES	PROFESSIONAL/SPECIAL SERV	$12,829.88
70882109	11/21/2025	127756	EMPOWER TEHAMA	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	PROFESSION/SPEC OTHER	$53.72
70882109	11/21/2025	127756	EMPOWER TEHAMA	108	SOCIAL SERVICES	5022-55397	PUBLIC ASSISTANC	COMMUNITY BASE RESOURCE	$826.94
70882110	11/21/2025	116059	FARM BUREAU NEWS	504	TCSLA GRANTS	50410-558005	TCSLA GRANTS	UOBG (USED OIL)	$55.00
70882111	11/21/2025	142511	GRAINGER INC	105	FIRE FUND	2042-53170	FIRE SCH C VOL	530052643	$192.28
70882112	11/21/2025	136121	HUNT & SONS LLC	101	GENERAL FUND	2061-53291	AGRICULTURE COMM	B42817025 /6095 fuel	$344.20
70882112	11/21/2025	136121	HUNT & SONS LLC	101	GENERAL FUND	2078-53291	DIV OF ANIMAL SE	B42817025/6095 fuel	$114.72
70882112	11/21/2025	136121	HUNT & SONS LLC	105	FIRE FUND	2042-53291	FIRE SCH C VOL	6014	$1,449.45
70882112	11/21/2025	136121	HUNT & SONS LLC	220	TC SOLID WASTE M	4045-53291	TC/RB LANDFILL M	6019	$101.55
70882113	11/21/2025	T0043653	IDEXX	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	SNAP heartworm test kits	$496.44
70882113	11/21/2025	T0043653	IDEXX	101	GENERAL FUND	2078-532807	DIV OF ANIMAL SE	PO 57206 Young wellness	$105.94

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70882114	11/21/2025	106774	KIMBALL-MIDWEST	105	FIRE FUND	2042-53170	FIRE SCH C VOL	056363	$1,491.07
70882115	11/21/2025	108046	MARY MORELAND	105	FIRE FUND	2042-53210	FIRE SCH C VOL	MISCELLANEOUS EXPENSE	$247.34
70882116	11/21/2025	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	ID bands	$45.76
70882116	11/21/2025	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	SNIP Scalpel blades	$24.14
70882116	11/21/2025	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	SNIP Syr 03CC	$54.79
70882116	11/21/2025	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	SNIP torphadine inj	$84.76
70882116	11/21/2025	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	Syr 01CC	$81.98
70882116	11/21/2025	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	Syr 03cc	$73.01
70882117	11/21/2025	104757	OFFICE DEPOT (BUSINESS SVCS DI	106	PUBLIC SAFETY	2035-53220	DAY REPORTING CE	DRC Blue pens	$10.51
70882117	11/21/2025	104757	OFFICE DEPOT (BUSINESS SVCS DI	106	PUBLIC SAFETY	2037-53220	PROBATION	Probation Sticky Notes	$60.44
70882118	11/21/2025	133323	OFFICE THREE SIXTY INC	101	GENERAL FUND	2078-53140	DIV OF ANIMAL SE	multifold towels	$97.45
70882119	11/21/2025	101231	PACIFIC GAS & ELECTRIC	113	CHILD SUPPORT	5015-53300	CHILD SUPPORT SE	3680026792-8	$1,117.93
70882120	11/21/2025	101276	PETERSON TRACTOR	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	MAINTENANCE OF EQUIPMENT	$2,341.75
70882121	11/21/2025	108185	PRODUCERS DAIRY FOODS INC	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	AC 692071 JDF	$164.58
70882121	11/21/2025	108185	PRODUCERS DAIRY FOODS INC	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	AC 717115 SNP	$264.42

Tehama County

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Check Number	Check Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Check Amount
70882122	11/21/2025	113400	R & R QUALITY MEATS	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	SNP	$822.14
70882123	11/21/2025	135605	SPECTRUM	105	FIRE FUND	2042-53120	FIRE SCH C VOL	8413120110150323	$106.25
70882124	11/21/2025	131147	STEVE WESTABY	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	2 CASES PEARS JDF	$126.00
70882125	11/21/2025	127174	SUPERION, LLC	101	GENERAL FUND	1021-53170	AUDITOR CONTROLL	4565	$2,370.37
70882126	11/21/2025	107566	SYSCO	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	AC 346486 JDF	$1,538.87
70882126	11/21/2025	107566	SYSCO	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	AC 346486 SNP FOOD PORTION	$1,889.09
70882126	11/21/2025	107566	SYSCO	106	PUBLIC SAFETY	2036-53140	JUVENILE HALL	AC 346486 JDF HSHLD	$112.82
70882126	11/21/2025	107566	SYSCO	106	PUBLIC SAFETY	2036-53140	JUVENILE HALL	AC 346486 SNP HLD PORTION	$57.42
70882127	11/21/2025	122965	THE PLUMBING SHOP	101	GENERAL FUND	2078-53180	DIV OF ANIMAL SE	4.3 toilet flange	$20.90
70882128	11/21/2025	121395	ULINE	101	GENERAL FUND	2061-53280	AGRICULTURE COMM	15406291/ 6oz cold packs	$58.31
70882129	11/21/2025	V000256	WEST COAST PAPER CO INC	108	SOCIAL SERVICES	5013-53140	SOCIAL SERVICES	1895	$276.24
70882130	11/21/2025	134133	4417 CUBESMART	895	CAVALLERO, LINDA	895-301800	NOT APPLICABLE	5004358477 UNIT $508	$141.00
70882131	11/21/2025	117372	ALESSIO LARRABEE	106	PUBLIC SAFETY	2025-53230	AVIATION	PUB DEFENDER NOVEMBER 2025	$18,333.33
70882133	11/21/2025	127322	ANU CHOPRA	106	PUBLIC SAFETY	2026-53230	PUBLIC DEFENDER	PUB DEFENDER NOVEMBER 2025	$8,638.36
70882136	11/21/2025	135415	CHRISTOPHER R LOGAN ATTORNEY A	106	PUBLIC SAFETY	2026-53230	PUBLIC DEFENDER	PUB DEFENDER NOVEMBER 2025	$20,000.00
70882137	11/21/2025	125335	DAVID LESTER	603	TC FLOOD CTRL/WA	60310-53210	TC FLOOD CTRL/WA	MEETING STIPEND 11/12/25	$25.00
70882138	11/21/2025	V000364	DEVELOPMENT COMPLIANCE SOLUTIO	115	BUILDING & SAFET	2065-53230	BUILDING & SAFET	151PA25	$1,000.00

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70882140	11/21/2025	133497	GREG JONES	603	TC FLOOD CTRL/WA	60310-53210	TC FLOOD CTRL/WA	MEETING STIPEND 11/17/25	$25.00
70882141	11/21/2025	125516	HAROLD MORRIS CRAIN	603	TC FLOOD CTRL/WA	60310-53210	TC FLOOD CTRL/WA	MEETING STIPEND 11/12/25	$25.00
70882142	11/21/2025	114620	KENNETH A MILLER	106	PUBLIC SAFETY	2026-53230	PUBLIC DEFENDER	PUB DEFENDER NOVEMBER 2025	$4,379.21
70882143	11/21/2025	126372	LAW OFFICE OF ODEH E HIJAZEEN	106	PUBLIC SAFETY	2026-53230	PUBLIC DEFENDER	PUB DEFENDER NOVEMBER 2025	$18,333.33
70882146	11/21/2025	124962	MARTHA SLACK	603	TC FLOOD CTRL/WA	60310-53210	TC FLOOD CTRL/WA	MEETING STIPEND 11/12/25	$25.00
70882147	11/21/2025	134376	MATT HANSEN	603	TC FLOOD CTRL/WA	60310-53210	TC FLOOD CTRL/WA	MEETING STIPEND 11/17/25	$25.00
70882148	11/21/2025	134851	MCENTIRE LANDSCAPING INC	117	TRANSPORTATION O	3037-53180	TRAX	MTCE STRUCT-IMPRV-GROUNDS	$780.00
70882149	11/21/2025	101226	PACE ENGINEERING INC	605	TC SANITATION DI	60510-53230	TC SANITATION DI	PROFESSIONAL/SPECIAL SERV	$7,300.92
70882150	11/21/2025	112380	PARATRANSIT SERVICES	117	TRANSPORTATION O	3037-53230	TRAX	PROFESSIONAL/SPECIAL SERV	$64,347.51
70882151	11/21/2025	V000086	ROBERT BURROUGHS	603	TC FLOOD CTRL/WA	60310-53210	TC FLOOD CTRL/WA	MEETING STIPEND 11/17/25	$25.00
70882152	11/21/2025	T00796	RYAN WOOD ETAL	421	TAX COLLECTOR TR	421-301311	NOT APPLICABLE	001260037000 2025	$12.26
70882155	11/21/2025	101620	STATE TREASURER	451	DNA IDENT GC 761	45110-55464	DNA IDENT GC 761	JULY-SEPT 25/26	$1,535.10
70882155	11/21/2025	101620	STATE TREASURER	453	STATE DNA	453-301800	NOT APPLICABLE	JULY-SEPT 25/26	$24,205.79
70882156	11/21/2025	V000085	TOM WALKER	603	TC FLOOD CTRL/WA	60310-53210	TC FLOOD CTRL/WA	MEETING STIPEND 11/17/25	$25.00
70882158	11/21/2025	133588	WAVE TECHNOLOGIES LLC	527	TC TRANS COMM AD	3033-53120	TCTC PLANNING	COMMUNICATIONS	$327.43

Tehama County

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70882159	11/21/2025	113681	WORLD TELECOM INC	527	TC TRANS COMM AD	3033-53230	TCTC PLANNING	PROFESSIONAL/SPECIAL SERV	$375.00
70882160	11/21/2025	L207805	COLONIAL LIFE AND ACCIDENT INS	265	COUNTY P/R TRUST	265-207805	NOT APPLICABLE	Payroll Interface	$5,396.25
70882161	11/21/2025	134576	D KAIN-SHERIFF GARN	265	COUNTY P/R TRUST	265-207812	NOT APPLICABLE	Payroll Interface	$866.60
70882162	11/21/2025	L207819	DEPUTY SHERIFF'S ASSOC	265	COUNTY P/R TRUST	265-207819	NOT APPLICABLE	Payroll Interface	$3,811.86
70882163	11/21/2025	L207831	EBS	265	COUNTY P/R TRUST	265-207831	NOT APPLICABLE	Payroll Interface	$2,198.45
70882164	11/21/2025	L207832	EBS	265	COUNTY P/R TRUST	265-207832	NOT APPLICABLE	Payroll Interface	$437.52
70882165	11/21/2025	V000058	EMPLOYMENT DEVELOPMENT DEPT	265	COUNTY P/R TRUST	265-207812	NOT APPLICABLE	Payroll Interface	$100.00
70882166	11/21/2025	100655	FRANCHISE TAX BOARD	265	COUNTY P/R TRUST	265-207812	NOT APPLICABLE	Payroll Interface	$1,053.78
70882167	11/21/2025	L208130	I U O E LOCAL 39	265	COUNTY P/R TRUST	265-208130	NOT APPLICABLE	Payroll Interface	$510.61
70882168	11/21/2025	L207818	LAW ENFORCEMENT MGMT ASSOC	265	COUNTY P/R TRUST	265-207818	NOT APPLICABLE	Payroll Interface	$420.00
70882169	11/21/2025	117211	STATE DISBURSEMENT UNIT	265	COUNTY P/R TRUST	265-207812	NOT APPLICABLE	Payroll Interface	$2,165.12
70882170	11/21/2025	L207830	STATIONARY ENGINEERS, LOCAL 39	265	COUNTY P/R TRUST	265-207830	NOT APPLICABLE	Payroll Interface	$5,239.74
70882171	11/21/2025	L208134	TC DEP PROB OFFICER DUES	265	COUNTY P/R TRUST	265-208134	NOT APPLICABLE	Payroll Interface	$1,616.02
70882172	11/21/2025	L207827	TCDAIA	265	COUNTY P/R TRUST	265-207827	NOT APPLICABLE	Payroll Interface	$105.00
70882173	11/21/2025	L207834	TCPOA DUES	265	COUNTY P/R TRUST	265-207834	NOT APPLICABLE	Payroll Interface	$78.00
70882174	11/21/2025	L207807	UNITED WAY OF NORTHERN CALIFOR	265	COUNTY P/R TRUST	265-207807	NOT APPLICABLE	Payroll Interface	$35.00
70882175	11/21/2025	T00797	CESAR AGUILAR ETAL	301	P/Y UNSECURED	301-301800	NOT APPLICABLE	064-040-006 2024	$60.77

Tehama County

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70882175	11/21/2025	T00797	CESAR AGUILAR ETAL	307	CURRENT YEAR SEC	307-301800	NOT APPLICABLE	064-040-006 2023	$31.04
70882175	11/21/2025	T00797	CESAR AGUILAR ETAL	307	CURRENT YEAR SEC	307-301800	NOT APPLICABLE	064-040-006 2025	$30.84
70882176	11/21/2025	T00798	JOHNNIE JOHNSON	307	CURRENT YEAR SEC	307-301800	NOT APPLICABLE	071-300-031 2025	$59.11

Tehama County

Agenda Request Form

File #: 25-2080 **Agenda Date:** 12/9/2025 **Agenda #:** 2.

ADMINISTRATION

Requested Action(s)
a) AGREEMENT - Repeal Agreement No. 2025-339 and replace with the attached Amendment No. 3 to the agreement with Lionakis (Misc. Agree #2015-294, as amended by 2017-124, as amended by 2022-265) for the purpose of providing additional architectural/engineering and consulting services for the new Tehama County Corrections Re-entry Project, thereby adding an additional $152,315, for a total maximum compensation amount to not exceed $2,041,621, to correct a clerical error in the Exhibits; no changes have been made to the Amendment itself.

Financial Impact:
Funds are included in the project budget. Funding is available in the Accumulated Capital Outlay (ACO)- Plant Acquisition budget, account 1081-57586. Although not reimbursable by the State through the SB 1022 financing program, the expense will be included as a cash match contributing to the total eligible project cost.

Background Information:
On November 18, 2025, the Board approved Amendment No. 3 (Misc. Agree #2025-339) to the agreement with Lionakis (Misc. Agree #2015-294). The item is being brought before the Board today to correct a clerical error involving the partial omission of Exhibit D, pages 2 and 3; no changes have been made to the Amendment itself.

On September 15, 2015, the Board approved the agreement in the amount of $1,406,466 with Lionakis for architectural/engineering services for the new Tehama County Corrections Re-Entry Project. Their fee was based on an award of $15,586,000 from the SB 1022 Adult Local Criminal Justice Facilities Construction Financing Program. On November 22, 2016, the Board of State and Community Corrections (BSCC) notified the county that the conditional award had increased to $20,000,000 due to an award relinquishment by the County of Lake in the small county category. The increased award allows for a larger building and additional programming; therefore, additional services were required of Lionakis and their subcontractors.

Amendment No. 1, in the amount of $178,600, addressed this change of scope as well as the additional work related to the rerouting of Madison Street.

Amendment No. 2, in the amount of $304,240, includes additional service fees based on substantial delays to the project and additional professional services requested.

Amendment No. 3, in the amount of $152,315, includes additional service fees to provide consulting services to assist the County in the procurement of Furniture, Furnishings and Specialty Equipment (FF&E) for items not part of the Contractor Furnished, Contractor Installed FF&E scope. Additionally, the fees will provide a redesign of several gates, replacement of all chain link fences around the old

jail parking lot, redesign of paved and landscaping areas around the adjacent gates. The additional service fees based on Supplement Civil Construction Administration Services as outlined in Exhibit “D”. These additional services were necessary for the project, or additional features at the request of the Sheriff’s Office for improved jail functionality.

THIRD AMENDMENT
TO THE AGREEMENT BETWEEN THE COUNTY OF TEHAMA
AND LIONAKIS

This Amendment to Agreement Number 2015-294, dated September 15, 2015, as amended by Agreement 2017-124, as amended by Agreement 2022-265 by and between the County of Tehama (County) and Lionakis (Consultant) (the "Original Agreement") shall be amended as set forth herein.

I. Section 1 of the Original Agreement is amended to read as follows:

1. RESPONSIBILITIES OF CONTRACTOR

A. Consultant shall provide additional services to provide Furniture, Fixtures, & Equipment consulting services related to the Tehama County Corrections Reentry Center Project as set forth in Exhibit "B" attached hereto.

B. Consultant shall provide architectural/engineering services for the fence replacement at the old Jail Parking Lot related to the Tehama County Corrections Reentry Center Project as set forth in Exhibit "C" attached hereto.

C. Consultant shall further provide services for supplement civil construction administration services related to the Tehama County Corrections Reentry Center Project as set forth in Exhibit "D" attached hereto.

D. In the event of a conflict between the provisions of the main body of this Agreement and any attached Exhibit(s), in the main body of the Agreement shall take precedence, followed by the Exhibits, in descending order, as indicated below:
Exhibit B, Exhibit C, Exhibit D

II. Section 3 of the Original Agreement is amended to read as follows:

3. COMPENSATION

A. County shall pay Consultant a flat fee of $2,041,621 for all services provided hereunder, except as expressly provided in Subsection (B), this flat fee is inclusive of all compensation, reimbursement, travel and milage costs, or charges due to Consultant for services provided under this agreement.

B. The Maximum Compensation payable under this agreement, including any bidding reproduction expense for reimbursement, shall not exceed $2,041,621. Consultant shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Consultant shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Consultant after the expiration or termination of their Agreement. Consultant shall not be paid any amount in excess of the Maximum Compensation amount set for the above. Should Consultant receive any such payment, it shall immediately notify the County and shall immediately repay all such funds to the County. This provision shall survive the expiration or the termination of this Agreement.

It is mutually agreed that all other terms and conditions of Agreement Number 2015PA294 shall remain in full force and effect.

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

COUNTY OF TEHAMA

Date: _____

_____
Chairman, Board of Supervisors

LIONAKIS

Date: October 29, 2025

_____
Maynard Feist, Principal

115402
Vendor Number

Standard Form of Amendment – Services adopted 4-27-1

1919 Nineteenth Street
Sacramento CA 95811
P: 916.558.1900
F: 916.558.1919
www.lionakis.com

August 2, 2024

Tom Provine
County Administrators Office
County of Tehama
727 Oak Street
Red Bluff, CA 96080

Re: Proposed Tehama County Jail Addition – SB 1022: Additional Services Furniture, Fixtures & Equipment consulting.

Dear Tom:

Per your request, we are requesting additional services fees to provide FF&E consulting services. The design team will provide consulting services to assist Tehama County; Owner Representative in the procurement of Furniture, Furnishings and Specialty Equipment (FF&E) for items not part of the Contractor Furnished, Contractor Installed FF&E scope. FF&E will be coordinated with the Owner's Sole Sourced Furniture Vendor for the new Tehama County Re-entry facility located in Red Bluff, CA which is approximately 21,188 square feet.

This request is based on the following scope:

- **Kick-off/ FF&E Process Meeting:** Attend an online kick-off meeting with Owner Representative, Interior Designer & Architect to review project scope, schedule, standards, procurement process and communication requirements. Owner Representative is to supply furniture and equipment budget for team to review and assess.
- **FF&E Procurement Schedule:** Assist Owner, if requested, in developing overall schedule to coordinate furniture process and procurement milestones.
- **FF&E Development:** Research FF&E types based on construction document cut sheets, room templates, Owner comments and/or direction in previous project user meetings.
- **Preliminary Specification Package:** Develop a preliminary draft of FF&E specifications package and produce preliminary coded furniture and equipment plans in adherence to local building codes.
- **FF&E User Meetings:** Conduct up to three (3) FF&E user meetings to review layouts, quantities, present FF&E types, finishes and upholstery. These finishes shall be presented in a loose sample format and via digital concept boards. Meetings assumed to be online.
- **Coordination Meeting:** Participate in one (1) online meeting with Owner Representative and Information Systems representatives to review electrical and data requirements that must be accommodated with furniture systems, tables and electronic devices as required.
- **Kick-off Meeting with Vendor:** Attend an online meeting with Owner's Sole Sourced Furniture Vendor. Intent of the meeting is to review proposed work plan, schedule, communication plan and product offering.
- **FF&E Packages:** Prepare final FF&E packages as coordinated with architectural constraints, electrical lighting, and data locations. Forward to Vendor for further coordination.
- **Furniture Backgrounds:** Prepare furniture backgrounds and issue to Vendor.
- **Vendor Validation Packages:** Review intermittent Vendor furniture validation packages and proposals for conformance. Assume up to three (3) rounds.
- **Final Vendor FF&E Packages:** Review Furniture and Specialty Equipment final Vendor packages which shall include plans and quotes for review and comment.
- **CA Coordination Meetings:** Attend FF&E coordination meetings to assist in the coordination of proposed product changes, layout adjustments, procurement status and installation by Vendor. Assumed up to ten(10) online meetings.
- **FF&E Punch:** Assist Owner in performing a single phase furniture and equipment punch walk. Document punch items and provide to Owner for distribution.

- **Final Documentation Set:** Package final FF&E documentation and provide Final Conformed Document set to Owner.

With the above in mind, we propose this added scope of services for Architectural, Interior Design & Electrical Engineering.

Services and deliverables shall coincide with the current contract.

CLARIFICATIONS

1. Our services shall be limited to those expressly set forth above. If scope or deliverables is specifically not listed above, they are not considered part of this proposal. Lionakis shall have no other obligations, responsibility, or deliverables for the project except as agreed to in writing.
2. Following are not part of the services outlined above: Inventory of existing furniture and/or equipment.
3. Additional meetings and scope shall result in additional services.
4. Additional services warranted if procurement of FF & E results in more than a singular phase.
5. Additional services will be required if FF & E will go through a formal bid process. Procurement and coordination will be through Owner's selected furniture vendor.
6. Recreation yard equipment, exercise equipment, kitchen equipment or appliances, televisions, mattresses, or property bags are excluded from this scope of work.
7. Field verification of dimensions and conditions shall be by vendor.
8. Additional consulting resulting work due to changes to approved selections and/or design documents shall be considered additional services….

ADDITIONAL SERVICES COMPENSATION

1. We request the following additional fees for work provided to-date and to complete the Construction Documents phase. Based on the review process and changes to-date, for increases during Construction Administration we request the additional fees for anticipated services as presented below:

Interior Design:	$63,650
Architectural Coordination:	$5,250
Electrical Engineering:	$5,300
Total:	**$74,200**

2. Reimbursables and Direct Expenses are included within the above amounts.

We genuinely appreciate your attention to our request for this very important project and are looking forward to continuing our work with you. Please do not hesitate to contact me if you have any questions or require additional information.

Sincerely,

Maynard Feist, AIA
Principal

LIONAKIS

Exhibit C

2025 Nineteenth Street
Sacramento CA 95818
P: 916.558.1900
www.lionakis.com

November 19, 2024

Tom Provine
County Administrators Office
County of Tehama
727 Oak Street Red Bluff, CA 96080

Re: Additional Services Proposal
Fence Replacement at the Old Jail Parking Lot
Tehama County Jail Addition – SB 1022

Dear Tom:

Lionakis is pleased to submit the following amendment for the Fence Replacement at the Old Jail Parking Lot project located at Red Bluff California.

DESCRIPTION OF PROJECT

This amendment consists of the following requested additional scope of work:

- Redesign Gate G05, including change from a swing gate to a rolling gate, the addition of an operator with entry/exit function, required power, controls, security, and protective bollards. Relocation of Pedestrian Gate G08 to the area North of the trash enclosure.
- Replacement of all chain link fences around the Old Jail Parking Lot. Addition of a 20-foot wide rolling gate (G10) and a Pedestrian Gate (G11) at the East end of the parking lot with a gate operator providing exit-only functionality. This will include the required power and controls routed from the old jail.
- Redesign of the paved and landscaped areas adjacent to Gates G05, G08, G10, and G11.

We propose a Scope of Services and Deliverables as follows:

SERVICES AND DELIVERABLES

Construction Administration

1. Identify the initial scope of work.
2. Collect as-builts of the existing jail and parking lot.
3. Develop preliminary design concept plans and perform initial code compliance reviews.
4. Provide the client with initial conceptual plans to confirm understanding of the scope.
5. Perform site investigation and survey of the existing parking lot. Document the existing conditions.
6. Investigate the power and data infrastructure in the old jail facility. Document the existing conditions.
7. Revise drawings as necessary based on site investigation findings, survey, and client feedback.
8. Provide the client with final conceptual plans for scope confirmation.

9. Revise the Architectural site plan and provide the client with final conceptual plans, and consultants with the updated Architectural site model for coordination.
10. Develop final Architectural, Electrical, and Low-voltage drawings to reflect the added scope of work.
11. Research gate operators, controllers, and other products not already in the project scope, and provide the client with product cut sheets for approval.
12. Provide specifications for the approved products.
13. Incorporate drawings and specifications into an Architect's Supplemental Instructions (ASI) for submission to the owner and contractor.
14. Issue the ASI for contractor pricing and construction.
15. Review contractor-prepared Potential Change Order (PCO).
16. Review and respond to Submittals.
17. Respond to any contractor Requests for Information (RFI's).
18. Conduct a punch walk and punch list for the completed work.

CLARIFICATIONS

Lionakis' services and deliverables related to this additional scope shall be limited to those expressly set forth above. If the scope of work or deliverables are not specifically listed above they are not considered part of this agreement. Lionakis shall have no other obligations, responsibilities, or deliverables for the project except as agreed to in writing or as provided in the Owner-Architect Agreement.

1. We will utilize the following consultants for this project:
    a. Civil — Sharrah Dunlap Sawyer, Inc.
    b. Electrical — LP Consulting Engineers

COMPENSATION

1. We propose to provide these services and deliverables based on the information and scope of work described above for a fixed phase fee of **dollars ($31,655.00).** If this fee should meet with your approval we will forward you our standard agreement. Lionakis' hourly rate schedule is attached. Please note that these rates apply to 2024, and are adjusted at the end of each calendar year to reflect COLA and market-related forces.

Design and Construction Administration:	$31,655.00
Total Contract Amount:	**$ 31,655.00**

We appreciate the opportunity to provide this proposal and are looking forward to working with you on this project. Please do not hesitate to contact me or Mike Davey if you require any more information.

Sincerely,



Maynard Feist
Principal

Encl.: 2024 Fee Schedule

2025 Nineteenth Street
Sacramento CA 95818
P: 916.558.1900
www.lionakis.com

March 24, 2025

Tom Provine
Tehama County Administrator
County of Tehama
727 Oak Street
Red Bluff, CA 96080

Re: Additional Services for Supplement Civil Construction Administration Services
Tehama County Corrections Reentry Center - SB 1022

Dear Tom:

Lionakis is pleased to submit the following amendment for the Additional Services for Supplement Civil Construction Administration Services project located at Red Bluff, California.

DESCRIPTION OF PROJECT

This project consists of the new construction of a story building with a tier Level of 21,188 gross square feet and associated site improvements. The building will include two (2) housing units. Each housing unit contains one 16-bed dormitory on Level 1 and another 16-bed dormitory on an upper-tier level, totaling 64 beds. The center will include multiple program spaces, non-contact visitation, various inmate and staff support spaces, a kitchen, and laundry space.

SERVICES & DELIVERABLES

Construction Administration

1. The following are additional Construction Administration Services beyond those covered in the original agreement dated September 24, 2015, Amendment Number 1 dated May 16, 2017, and Amendment Number 2 dated August 29, 2022.
   a. Coordinated with PG&E for their revised design of the onsite and offsite electric and gas service ($2,793).

      This work occurred after the start of construction and after the PG&E approved gas and electric designs.

   b. Coordinated with the Project Manager, Inspector, Contractor, and Geotechnical Engineer regarding wet soils ($4,495).

   c. Prepared over-excavation exhibit for review by the Geotechnical Engineer and Project Manager ($2,489).

   d. Coordinated with dry utilities regarding those underground facilities that will be removed ($2,945).

      This work occurred as a result of the contractor finding utilities that were not found and identified in the survey and/or the contractor finding utilities that are on the survey but not in the location shown in the survey.

   e. Coordinated with AT&T and the Project Manager regarding the existing AT&T line to remain during the early stages of construction ($1,465).

      This is due to the contractor's phasing and AT&T coordination.

   f. Coordinated with Architect regarding storm drain crossing of relocated sanitary sewer crossing from old Madison Street ($3,671)

This additional work was covered under an ASI and included a redesign of the proposed sanitary sewer and storm drain along the west side of Old Madison Avenue. The size of the sewer services were revised and the grease interceptor bypass was removed which resulted in pipe invert changes. The sewer system with new inverts was redesigned and shown on the new plan. This created the need for a redesign of the storm drain to avoid conflicts which was done and reflected in the plans.

g. Coordinated with AT&T and Charter Communications to obtain revised plans prepared by utilities and distributed them to the Project Manager, Inspector, and Contractor ($2,460).

This work occurred as a result of the contractor finding utilities that were not found and identified in the survey and/or the contractor finding utilities that are on the survey but not in the location shown in the survey.

h. Provided CAD files to various consultants and utilities following plan revisions ($1,001).

This work occurred as a result of the contractor finding utilities that were not found and identified in the survey and/or the contractor finding utilities that are on the survey but not in the location shown in the survey.

i. Unforeseen site meetings to address various issues (i.e. wet soils, utility conflicts, water redesign, storm drain utility conflicts)($3,406).

j. Provide design and CAD services necessary to process the civil grading and utility plans through the City of Red Bluff Public Works Department for a delayed approval. This task also includes responding to City comments on other issues to obtain plan approval as well as adjustments to the proposed storm drain system to avoid conflicts with existing dry utilities ($7,360).

In late 2023 after construction had started the new City of Red Bluff Public Works Director, notified us that the City had never approved the plans and that no work should commence in the public right of way until they approved plans. Our Civil Engineer prepared a submittal package for review by the City of Red Bluff Public Works Department.

The project contractor was very anxious to proceed with work on utilities in the public right of way and threatened to charge the project to demobilize and remobilize if the work in the right of way wasn't authorized quickly. Our Civil Engineer submitted the plan review package to the City of Red Bluff and it became obvious that the City was going to request several changes to the plans. The following tasks were carried out based on the City's comments:

1) *Assembled the new submittal to the City Public Works for public utilities and building for private utilities.*
2) *Relabeling the utilities and utility tables to reference new City standards.*
3) *Apply for an encroachment permit.*
4) *Provide previously prepared easements covering the public utilities onsite.*
5) *Revise plans to provide new asphalt for the Oak Street frontage to the center of Oak Street. Previously the plans showed tying to the existing pavement approximately 8 feet from the gutter lip. Addressing the comment required an additional overlay of approximately 15 feet.*
6) *Comments on the proposed canopy structure crossing Old Madison and showing how foundations were not placing loads on the new or proposed public utilities and how the utilities can be maintained without affecting the structure.*
7) *Provide revised street light locations.*
8) *Provide details and specifications for the grinder pump. Our Civil Engineer addressed this by adding mechanical sheets to the resubmittal.*
9) *Revise the connection to the existing sanitary sewer main in Oak Street. This required a new alignment and the addition of a manhole.*
10) *Revise the manifold water system for domestic and irrigation services.*

11) Work with Carl Harral for the preparation of a SWPPP, not previously required.

k. Provide design and CAD services necessary to redesign the proposed 8" water main from old Madison Street to new Madison Street. The design includes the requirement to avoid existing electric, gas, telephone, and cable TV utilities as well as proposed dry utilities. This task also includes responding to City comments on the water main design to obtain approval ($14,375).

The City Public Works Dept's response to Item j was a requirement to redesign the water system so the main was relocated from Old Madison to New Madison. The City was concerned about access for maintenance of a public main within the Tehama Jail fenced area. To locate the water main in Madison several dry utilities needed to be avoided. Our Civil Engineer provided a design based on conversations with the A/E Team and the City of Red Bluff for the preferred water main profile. The contractor then priced that design and indicated an alternative profile that could save cost, but would require approval by the City, PG&E, and AT&T. The plan was modified and re-reviewed by the City, PG&E, and AT&T for approval.

CLARIFICATIONS

Lionakis' services shall be limited to those expressly set forth above. If scope of work or deliverables is not specifically listed above they are not considered part of this agreement. Lionakis shall have no other obligations, responsibility or deliverables for the project except as agreed to in writing or as provided in the Owner-Architect Agreement.

1. We will utilize the following consultants for this project:

   Civil Engineer: SDS

COMPENSATION

1. We propose to perform these services and provide the deliverables in conjunction with the information and scope of work described above for a phased fixed fee as presented below:

Construction Administration	$46,460.00
Total Contract Amount:	**$46,460.00**

2. Reimbursable expenses are included in the compensation for basic services as noted above. These charges include, but are not limited to expenses incurred which are directly related to the Project, such as reproductions, plans and plots for owner, agency use, standard form documents, postage, handling and delivery of Instruments of Service, and mileage. Please note that the State will require multiple review sets and documentation, rendering images on boards, etc.

We appreciate the opportunity to provide this proposal and are looking forward to working with you on this project. Please do not hesitate to contact me if you require any more information.

Sincerely,

Mike Davey, AIA
Principal

E-Contract Review
Approval as to Form

Department Name: Administration

Vendor Name: Lionakis

Contract Description: For the purpose of Jail reentry project

APPROVED AS TO FORM:



Date: 11/10/2025

Office of the Tehama County Counsel
Margaret Long, County Counsel

AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND LIONAKIS

This agreement is entered into between the County of Tehama, through its Administration Department, ("County") and Lionakis ("Consultant") for the purpose of providing architectural/engineering services for the new Tehama County Corrections Reentry Center Project.

1. RESPONSIBILITIES OF CONSULTANT

During the term of this agreement, Consultant shall provide architectural/engineering services for the new Tehama County Corrections Reentry Center Project as set forth in County's SB 1022 adult Local Criminal Justice Facilities Construction Financing Program Proposal Identification No. A19-13, on the site of the current Tehama County Library, as set forth in Exhibit "B" attached hereto.

2. RESPONSIBILITIES OF THE COUNTY

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

3. COMPENSATION

A. County shall pay Consultant a flat fee of $1,403,466 for all services provided hereunder. Except as expressly provided in Subsection (B), this flat fee is inclusive of all compensation, reimbursement, travel and mileage costs, or charges due to Consultant for services provided under this agreement.

B. County shall additionally reimburse Consultant for actual and reasonable reproduction costs for bidding purposes; provided that said reproduction costs are requested and pre-approved by County and supported by an invoice or receipt from the third-party vendor. Reimbursement for reproduction costs for bidding purposes under this Subsection shall not exceed $3,000.

C. The Maximum Compensation payable under this agreement, including any bidding reproduction expense for reimbursement, shall not exceed $1,406,466. Consultant shall not be entitled to payment or reimbursement for any tasks or services performed except as specified

herein. Consultant shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Consultant after the expiration or termination of this Agreement. Consultant shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Consultant for any expenses, direct or indirect costs, expenditures, or charges of any nature by Consultant that exceed the Maximum Compensation amount set forth above. Should Consultant receive any such payment, it shall immediately notify County and shall immediately repay all such funds to the County. This provision shall survive the expiration or other termination of this Agreement.

4. BILLING AND PAYMENT

A. For the services described in Section 3.A, County will pay up to 90% of the flat fee amount due Consultant as progress payments. Billings shall be submitted no more frequently than monthly and shall be based on a percentage of services completed to the reasonable satisfaction of County up to the date of billing. The remaining monies shall be paid to Consultant after the satisfactory completion of the duties described in this agreement pursuant to Section 1 and after submittal of a final invoice by Consultant. The granting of any progress payment or the receipt thereof by Consultant shall not constitute acceptance of the work or any portion thereof. Consultant shall submit a final invoice to County within 30 days after service has been completed to the reasonable satisfaction of County. County shall make final payment within 30 days of receipt of Consultant's itemized invoice, provided that the services have been satisfactorily completed.

B. Consultant shall submit an invoice for any bidding reproduction costs pursuant to Subsection 3.B within 30 days after the expense is incurred.

5. TERM OF AGREEMENT

This agreement shall commence on the date of signing and shall terminate upon satisfactory completion of the project, unless terminated in accordance with section 6 below.

6. TERMINATION OF AGREEMENT

If Consultant fails to perform its duties to the satisfaction of the County, or if Consultant fails to fulfill in a timely and professional manner its obligations under this agreement, or if Consultant

violates any of the terms or provisions of this agreement, then the County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Consultant. Either party may terminate this agreement on 30 days' written notice. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased, or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year. In the event that this agreement is terminated for any reason, Contractor shall be paid the prorated portion of the flat fee earned prior to termination.

The County's right to terminate this agreement may be exercised by the Tehama County Chief Administrator.

7. ENTIRE AGREEMENT; MODIFICATION

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

8. NONASSIGNMENT OF AGREEMENT

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

9. EMPLOYMENT STATUS

Consultant shall, during the entire term of this agreement, be construed to be an independent consultant and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Consultant shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the County is to insure that the services shall be

rendered and performed in a competent, efficient and satisfactory manner. Consultant shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of Consultant, if Consultant were a County employee. County shall not be liable for deductions for any amount for any purpose from Consultant's compensation. Consultant shall not be eligible for coverage under County's Workers Compensation Insurance Plan nor shall Consultant be eligible for any other County benefit.

10. INDEMNIFICATION

Contractor shall defend, hold harmless, and indemnify Tehama County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged, arising out of contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Contractor shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment. Notwithstanding the foregoing, to extend that the services or work hereunder include design professional services subject to Civil Code section 2782.8, Consultant's duty to indemnify shall only be to the maximum extent permitted by Civil Code section 2782.8.

11. INSURANCE

Consultant shall procure and maintain insurance pursuant to Exhibit "A" - Insurance Requirements for Consultant, attached hereto and incorporated by reference.

12. NON-DISCRIMINATION

Consultant shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin,

ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

13. GREEN PROCUREMENT POLICY

Tehama County Resolution No. 49-2002, the Green Procurement Policy (available upon request) supports recycling and waste reduction, and promotes the purchase of products made with recycled materials when product fitness and quality are equal and they are available at no more than the total cost of non-recycled products. Consultant is encouraged to conform to this policy.

14. COMPLIANCE WITH LAWS AND REGULATIONS

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

15 LAW AND VENUE

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

16. AUTHORITY

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

17. NOTICES

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

If to County:	Tehama County Administration 727 Oak Street Red Bluff, CA 96080
If to Consultant:	Lionakis 1919 Nineteenth Street Sacramento, CA 95811

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

18. NON-EXCLUSIVE AGREEMENT:

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

19. STANDARDS OF THE PROFESSION

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

20. LICENSING OR ACCREDITATION

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

21. OWNERSHIP OF DOCUMENTS

All documents, notes, reports, electronic storage media, plans, or any other materials produced by Contractor during the term of this agreement for any purpose related to the agreement shall become the property of the County. Contractor shall deliver, upon full payment by the County for services rendered hereunder, any such materials as requested by the County.

22. CONFLICT OF INTEREST

Contractor and Contractor's employees shall have no interest and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this agreement.

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

Date: SEP 15 2015

COUNTY OF TEHAMA

Chairman, Board of Supervisors

Date: 9-11-15

LIONAKIS

Representative

115402
Vendor Number

Approved as to form by
Tehama County Counsel

Exhibit A

INSURANCE REQUIREMENTS FOR CONSULTANT

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

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

Automobile Liability

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

Workers' Compensation

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

Professional Liability (Consultant/Professional services standard agreement only)

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

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

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

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

Endorsements: Additional Insureds

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

The certificate holder shall be "County of Tehama."

Deductibles and Self-Insured Retentions

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

Primary Insurance Coverage

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

Coverage Cancellation

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

Acceptability of Insurers

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

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

Subconsultants

Consultant shall require and verify that all subconsultants maintain insurance that meets all the requirements stated herein.

Material Breach

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

Policy Obligations

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

Verification of Coverage

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

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

LIONAKIS

1919 Nineteenth Street
Sacramento CA 95811
P: 916.558.1900
F: 916.558.1919
www.lionakis.com

September 3, 2015 **(Revised September 11, 2015)**

Bill Goodwin
Chief Administrator
County of Tehama
727 Oak Street
Red Bluff, CA 96080

Re: Proposed Tehama County Corrections Reentry Center – SB 1022 Funding

Dear Bill:

Lionakis is pleased to submit our fee proposal for Tehama County Corrections Reentry Center project to be done with SB 1022 funding.

DESCRIPTION OF PROJECT

Per our discussions and work assisting the County with the SB1022 funding application we understand the project to be approximately the following:

The Tehama County Community Corrections Reentry Center Project will be a new +/- 25,000 square foot multi-purpose facility located adjacent to the existing Main Jail. The facility will include two 32-Bed dormitory-style Reentry Housing units with multiple program rooms. In addition, the facility will include a medical and mental health suite, kitchen, and laundry to support the inmates in the Reentry Center as well as in the Main Jail. The conceptual design provides the spaces to accommodate the Sheriff Department and agencies with the flexibility to address current and future offender program/service needs. Critical components of the facility are the Reentry area for committed offenders to receive their assessment and focused programs and kitchen/laundry with Culinary Arts training. The space is intended to consolidate support spaces, sentenced offenders with intense programs, and Medical/Mental Health agencies managing the population and system.

A primary area within the new facility is the Reentry component and support services. The new expansion includes dormitory-style bunk beds for transitional inmates that can benefit from structured programs prior to returning to the community. These same in-custody beds can also be used for additional classifications. The two 32-bed dormitory style housing units are two level/tiered structures mirrored in plan to each other with attached outdoor recreation. These housing units will be operated using indirect supervision with a fixed control station for staff efficiency. The podular dormitory design of the housing will provide the facility segregated dormitories with additional flexibility for security and classification purposes. Multiple program rooms are adjacent to the housing units.

Site and Miscellaneous Improvements

Work for the new Correctional Reentry Center is anticipated to include new vehicle circulation to a loading dock, drives, fencing, secure walls, pedestrian walks, drop off area and landscaping improvements. Utility infrastructure improvements are anticipated to include new commercial electrical service, storm drainage, sanitary sewer, domestic water, and other improvements necessary to provide a complete and operating facility.

Construction Costs and Schedule:

Lionakis anticipates the construction costs for the above scope of work is $13,786,000 from both local and state funding sources. Architectural work is anticipated to begin in September or October 2015 with the documents

prepared for a traditional design-bid-build delivery method. Design and agency approval is anticipated to be completed by July 2017 with bidding and construction schedule to be complete by March 2019.

We propose a scope of services for Architectural, Structural Engineering, Mechanical Engineering, Electrical Engineering, Civil Engineering, Security Electronics, Food/Laundry Service, Cost Estimating, Landscape Architecture and deliverables as follows:

SERVICES

Schematic Design

1. The project A/E team will prepare, for approval by the Owner, schematic design documents for the project which consist of drawings and other documents which illustrate the principal components of the project.
2. The project A/E team will develop new space lists to coincide with the developed schematic design plans. The intent is to have required pre-design tasks run concurrent with schematic design.
3. Engineers shall provide design narratives and concepts required to define the intended systems and project approach for the various disciplines.
4. The A/E team shall prepare a detailed opinion of probable costs of the completed schematic design documents.
5. The Architect shall facilitate meetings with the Board of State and County Corrections (BSCC) and the Office of the State Fire Marshal (OSFM).
6. The Architect shall submit Schematic Design documents to BSCC and OSFM for review and shall document comments received from review.
7. The Architect will assist the Owner in preparing and submitting documentation required for Project Establishment with BSCC and the State Public Works Board (SPWB).
8. County shall be responsible for obtaining approval of site Due Diligence and CEQA with the state. The Architect and our consultants will provide supporting documentation.

Design Development

1. Based upon the approved schematic design documents and any adjustments in the scope or quality of the project or in the construction budget authorized by the Owner, the A/E team shall prepare design development documents consisting of drawings and other documents which fix and describe the size and character of the project as to the architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate. The A/E team shall prepare a detailed opinion of probable costs at the completion of the design development documents.
2. The A/E shall submit documents to BSCC for review and shall facilitate and attend page-turn review meetings with OSFM for review of Design Development documents.
3. The Architect will work collaboratively with County to assist in the updated 3-page estimate, project scope comparison, and project delivery documents for submission to BSCC and CDCR Finance. This will then be reviewed and validated through CDCR Finance to get on SPWB agenda for approval of Design Development (Preliminary Plans (PPs)).

Construction Documents

1. Based upon the approved design development documents and any adjustments in the scope or quality of the project in the construction budget authorized by the owner, the A/E team shall prepare, for approval by the Owner, construction documents consisting of drawings and specifications setting forth in detail the requirements for the construction of the project. The Architect will incorporate into the 50% construction documents comments, modifications or other recorded notations approved by the Owner for inclusion in the project from the design development phase. The A/E team shall prepare a detailed opinion of probable costs at the completion of the 50% construction documents.

2. Based upon approved 50% construction documents and any adjustments in the scope or quality of the project or in the construction budget authorized by the Owner, the A/E team shall prepare, for approval by the Owner, the 80% completed construction documents consisting of drawings and other documents which show and describe the size and character of the project as to the architectural, structural, mechanical, and electrical systems, materials and such other elements as may be appropriate. The Architect will incorporate into the 80% construction documents comments, modifications or other recorded notations approved by the Owners for inclusion in the project from the 50% construction documents phase. After County review, Lionaks shall meet with the Owner. The Architect shall document the comments from this meeting.
3. Based upon approved 80% construction documents and any adjustments in the scope or quality of the project or in the construction budget authorized by the Owner, the A/E team shall prepare, for approval by the Owner, the 95% completed construction documents consisting of drawings and other documents which fully fix and describe the size and character of the project as to the architectural, structural, mechanical, and electrical systems, materials and such other elements as may be appropriate. The Architect will incorporate into the 80% construction documents comments, modifications or other recorded notations approved by the Owners for inclusion in the project from the 80% construction documents phase. The A/E team will prepare a detailed opinion of probable costs of the completed 95% construction documents.
4. The Architect shall submit the documents to BSCC, OSFM, and local Reviewing Agencies having jurisdiction for review and approval after it receives Owner approval to do so.
5. The Architect will submit documents required for obtaining approvals required by governmental authorities having jurisdiction over the project including the County's Building Authority, BSCC, and OSFM.
6. The Architect will assist the Owner in submitting documents and obtaining approvals required by BSCC, SPWB, and State Department of Finance (DOF).
7. The A/E team will produce a final set of documents suitable for reproduction for bidding; the documents will incorporate the requirements of, and be in conformance with, governmental authorities having jurisdiction over the project.

Bid and Award

1. The architect will assemble a complete bid set that includes contract conditions, bidding requirements and other contract documents provided to the Architect by the Owner. The Architect will assist the Owner in obtaining bids for construction of the project. The Architects assistance shall include attending pre-bid job walks, responding to bidders' inquiries and preparing and issuing bid addenda.
2. The Architect will assist County in providing supporting documentation to BSCC and DOF for approvals to award construction contract.

Construction Administration

1. The A/E team will provide administration of the construction contract for the project as set forth below and in the agreement for services. The Architect shall be a representative of and will advise and consult with the Owner during construction of the project. The architect will have authority to act on behalf of the owner only to the extent provided in the agreement. The architect and any of the architect's consultants appropriate to the stage of work will visit the construction site and attend on-site job meetings to become familiar with the progress of the work. The architect will review and take appropriate action upon shop drawings, product data and samples (collectively referred to as "submittals") required of the contractor by the construction documents, for the limited purpose of checking for general conformance with the design intent expressed in the contract documents. The architect shall respond to contractor's questions and requests for information. In consultation with the owner, the architect will assist in the development of procedures, forms and processes for the issuance and evaluation of changes or potential changes to the work. The architect, assisted by the Owner, will conduct observations to determine the date or dates of substantial completion and the date or dates of final completion. The architect will generate a punch list, as needed and requested by the Owner, of the incomplete or unaccepted items of work.

Upon request of the County, the Architect shall participate in establishing the Construction Manager's role and scope of services for the Construction Administration phase.

The following services will be included for the start of this project.

Topographic and Boundary Survey

1. Provide field survey and office work necessary to prepare a topographic and boundary survey of the project site of approximately 2.5 acres located on Madison Street between Pine and Oak Streets in Red Bluff, California. This task shall include the following items of work:
    a. Boundary resolution and mapping
    b. Existing easements per current preliminary title report
    c. Topographic survey and mapping shall include:
        i. Contours at one-foot intervals
        ii. Surface evidence of existing utilities
        iii. Street sections adjacent to the site
        iv. Expanded topography onto railroad parcel

The Owner shall provide a current preliminary title report for use as a part of this task.

Geotechnical Engineering Services

Provide soil investigation and testing program sufficient in scope to develop the foundation design criteria and define any foundation and earth stability problems which may occur. The Architect will provide a scope of services from our structural engineer outlining the requirements the geotechnical report must satisfy.

DELIVERABLES (INCLUSIVE OF ALL CONSULTANTS)

Pre Design

1. Deliverable items for SB1022 funding applications were provided under separate contract.

Schematic Design

1. Schematic design documents will consist of drawings, narratives, and other documents illustrating the project scope principal components at the schematic design phase level. The documents will incorporate program requirements and include site utilization plans, floor plans, elevations, sections and other drawings required to describe the project. The A/E team shall prepare a detailed opinion of probable costs of the completed schematic design documents.
2. Updated items such as revised space lists for SB1022 funding.

Design Development

1. The design development documents will be based upon the approved schematic design documents and any adjustments authorized by the County modifying the program or construction budget. Prepared design developments documents consisting of drawings by all consultants, product cut sheets and other documents to fix and describe the size and character of the entire project as to architectural, structural, civil security electronics, food service, mechanical and electrical systems, materials and elements that area appropriate. The A/E team shall prepare a detailed opinion of probable costs at the completion of the design development documents.

Construction Documents

1. The 50% construction documents will be based upon the approved design development documents and any adjustments authorized by the County modifying the program or construction budget. 50% construction documents with draft specifications for review including architectural and engineering drawings, draft specification and calculations. The A/E team will prepare a detailed opinion of probable costs of the construction documents at 50% of construction documents.
2. The 80% construction documents will be based upon the approved 50% construction documents and any adjustments authorized by the County modifying the program or construction budget. 80% construction documents with specifications for review including architectural and engineering drawings, specification and calculations. Submit and obtain approval from County.
3. The 95% construction documents will be based upon the approved 80% construction documents and any adjustments authorized by the County modifying the program or construction budget. Complete construction documents with specifications ready for bidding including architectural and engineering drawings, specification and calculations. Submit and obtain approval from reviewing agencies including the Board of State and Community Corrections. The A/E team will prepare a detailed opinion of probable costs of the construction documents at 95% completion of construction documents.

Bid and Award

1. Assist the County in the distribution of the plans and specifications, participate in pre-bid conference, assist the County in interpreting the documents during the bidding process, the preparation and possible distribution of addenda to the documents that may be required, and provide recommendations to the County concerning acceptance or review of responsive bidders.

Construction Administration

1. Attend a pre-construction meeting with the General Contractor and pertinent subcontractors. Assist the County in reviewing submittals, review operational and maintenance manuals, attend twice-monthly construction progress meetings with Contractor, Owner and Construction Manager, and provide site observations, field questions from the contractor and respond to RFI's, issues ASI's, Proposal Requests and Change Orders as required, perform final walk-through and provide punch list.

CLARIFICATIONS

The Architect' services shall be limited to those expressly set forth above. If scope of work or deliverables is not specifically listed above they are not considered part of this agreement. The Architect shall have no other obligations, responsibility or deliverables for the project except as agreed to in writing or as provided in the Owner-Architect Agreement.

1. Based upon limitation of liability from our insurance carrier, the Architect is unable to make recommendations dealing with hazardous materials.
2. Final documents to be submitted to BSCC and CDCR Finance will be developed by the Construction Manager.
3. Unless the Optional Services listed above are accepted, the County will contract separately for Topographic and Boundary Survey and Geotechnical Engineering Services. The Architect will provide the County with the requirements that the Geotechnical Report must satisfy.
4. The Architect will design for device and conduit raceways and punch down backboards associated with phone/data/low voltage systems. County will contract separately for pulling wires, punch blocks, servers, racks, and testing of low voltage phone and data systems.
5. The County will prepare any Environmental Impact Reports required for governmental agency approval.
6. We are anticipating up to two (2) total BOS presentation meetings.
7. We are anticipating up to four (4) total site meetings during each phase up to bidding. (Total of 12 site visits)
8. County will be responsible for reproduction and distribution of bid sets.

9. We shall attend bi-weekly meetings/trips during construction administration.
10. We will utilize the following consultants for this project:

Architecture:	Lionakis (The Architect)
Structural Engineering:	Lionakis
Civil Engineering:	Sharrah Dunlap Sawyer, Inc.
Mechanical/Plumbing/Fire Protection:	Capital Engineering Consultants
Electrical Engineering:	Ken Rubitsky and Associates
Security Electronics:	Pennell Consulting, Inc.
Food Services:	The Marshall Associates
Cost Estimating:	Reliable Cost Engineering
Topographic & Boundary Survey (Requested):	Sharrah Dunlap Sawyer, Inc.
Real Estate Due Diligence Parcel Description (Requested):	Sharrah Dunlap Sawyer, Inc.
Geotechnical Engineering (Requested):	GEOPlus, Inc.

COMPENSATION

1. We propose to perform these services and provide the deliverables in conjunction with the information and scope of work described above for a fixed fee as presented below:

Schematic Design Services:	$289,502.00
Design Development Services:	$317,059.00
Construction Documents Services:	$413,578.00
Bid and Award Services:	$27,567.00
Construction Administration Services:	$330,860.00
Total Base Amount:	**$1,378,566.00**

Should the County desire an increase in the Scope of Services, the parties may negotiate an amendment to this to this agreement.

2. Direct Expenses for reproductions for client and agency review, plans and plots for owner or agency use, standard form documents, color and material boards, postage, handling and delivery of Instruments of Service, and mileage are included in the amounts above. Not included are reproductions for bidding purposes.

3. Requested Services (Not included above):

Topographic and Boundary Survey:	$7,500
Real Estate Due Diligence Parcel Description:	$2,500
Geotechnical Engineering Services:	$14,900

NOTE: These requested additional services shall be performed during the Schematic Design Phase.

Total Contract Amount (with Requested Services): **$1,403,466.00**

We appreciate the opportunity to provide this proposal and are looking forward to working with you on this project. Please do not hesitate to contact me or Richard Hoerner if you require any more information.

Sincerely,

Maynard Feist, AIA
Principal

Encl.: Fee Schedule

MINUTE ORDER
BOARD OF SUPERVISORS
COUNTY OF TEHAMA, STATE OF CALIFORNIA

R E G U L A R A G E N D A

32. TEHAMA COUNTY CORRECTIONS REENTRY CENTER

a) AGREEMENT - Approval and authorization for the Chairman to sign the agreement with Lionakis for the purpose of providing architectural/engineering services for the new Tehama County Corrections Reentry Center Project for a total contract amount not to exceed $1,406,466, to commence on the date of signing and to terminate upon satisfactory completion of the project.

(Miscellaneous Agreement #2015-294)

Following comments;

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dennis Garton, Supervisor - District 3
SECONDER:	Bob Williams, Supervisor - District 4
AYES:	Carlson, Garton, Chamblin, Williams, Bundy

STATE OF CALIFORNIA)
) ss
COUNTY OF TEHAMA)

I, JENNIFER VISE, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on the 15th day of September, 2015.

DATED: September 24, 2015

JENNIFER A. VISE, County Clerk and
Ex-officio Clerk of the Board of Supervisors
of the County of Tehama, State of California

Deputy: Maria London

FIRST AMENDMENT

TO THE AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND LIONAKIS

Agreement Number 2015-294, dated September 15, 2015, by and between the County of Tehama (County) and Lionakis (Consultant) (the "Original Agreement") shall be amended as set forth herein.

I. Section 1 of the Original Agreement is amended to read as follows:

1. RESPONSIBILITIES OF CONTRACTOR

A. During the term of this agreement, Consultant shall provide architectural/engineering services for the new Tehama County Corrections Reentry Center Project as set forth in County's SB 1022 Adult Local Criminal Justice Facilities Construction Financing Program Proposal Identification No. A19-13, on the site of the current Tehama County Library, as set forth in Exhibit "B" attached hereto.

B. Consultant shall further provide architectural/engineering services related to the rerouting of Madison Street; additional structural design to accommodate the existing conditions based on results of the geotechnical investigation; additional architectural/engineering to accommodate a larger building resulting from the increased SB1022 project award; and assist the County in developing a staffing and operational analysis, as set forth in Scope Changes to the Project, attached to this First Amendment as Exhibit "C".

C. In the event of a conflict between the provisions of the main body of this Agreement and any attached Exhibit(s), the main body of the Agreement shall take precedence, followed by the Exhibits, in descending order, as indicated below:

Exhibit C

Exhibit B

IV. This First Amendment, together with the Original Agreement, constitutes the entire agreement of the parties and supersedes all previous agreements, writings and oral statements. In the event of any inconsistency or conflict between this First Amendment and the Original Agreement, the provisions of this First Amendment shall prevail over those of the Original Agreement. This First Amendment and the Original Agreement may not be further modified except in a writing signed by both parties.

It is mutually agreed that all other terms and conditions of Agreement Number 2015-294 shall remain in full force and effect.

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

COUNTY OF TEHAMA

Date: MAY 2 3 2017

Chairman

LIONAKIS

Date: 4/21/17

Maynard Feist, Principal

Vendor Number

Approved as to form by
Tehama County Counsel

Exhibit "B"

LIONAKIS

1919 Nineteenth Street
Sacramento CA 95811
P: 916.558.1900
F: 916.558.1919
www.lionakis.com

September 3, 2015 (Revised September 11, 2015)

Bill Goodwin
Chief Administrator
County of Tehama
727 Oak Street
Red Bluff, CA 96080

Re: **Proposed Tehama County Corrections Reentry Center – SB 1022 Funding**

Dear Bill:

Lionakis is pleased to submit our fee proposal for Tehama County Corrections Reentry Center project to be done with SB 1022 funding.

DESCRIPTION OF PROJECT

Per our discussions and work assisting the County with the SB1022 funding application we understand the project to be approximately the following:

The Tehama County Community Corrections Reentry Center Project will be a new +/- 25,000 square foot multi-purpose facility located adjacent to the existing Main Jail. The facility will include two 32-Bed dormitory-style Reentry Housing units with multiple program rooms. In addition, the facility will include a medical and mental health suite, kitchen, and laundry to support the inmates in the Reentry Center as well as in the Main Jail. The conceptual design provides the spaces to accommodate the Sheriff Department and agencies with the flexibility to address current and future offender program/service needs. Critical components of the facility are the Reentry area for committed offenders to receive their assessment and focused programs and kitchen/laundry with Culinary Arts training. The space is intended to consolidate support spaces, sentenced offenders with intense programs, and Medical/Mental Health agencies managing the population and system.

A primary area within the new facility is the Reentry component and support services. The new expansion includes dormitory-style bunk beds for transitional inmates that can benefit from structured programs prior to returning to the community. These same in-custody beds can also be used for additional classifications. The two 32-bed dormitory style housing units are two level/tiered structures mirrored in plan to each other with attached outdoor recreation. These housing units will be operated using indirect supervision with a fixed control station for staff efficiency. The podular dormitory design of the housing will provide the facility segregated dormitories with additional flexibility for security and classification purposes. Multiple program rooms are adjacent to the housing units.

Site and Miscellaneous Improvements

Work for the new Correctional Reentry Center is anticipated to include new vehicle circulation to a loading dock, drives, fencing, secure walls, pedestrian walks, drop off area and landscaping improvements. Utility infrastructure improvements are anticipated to include new commercial electrical service, storm drainage, sanitary sewer, domestic water, and other improvements necessary to provide a complete and operating facility.

Construction Costs and Schedule:

Lionakis anticipates the construction costs for the above scope of work is $13,786,000 from both local and state funding sources. Architectural work is anticipated to begin in September or October 2015 with the documents

prepared for a traditional design-bid-build delivery method. Design and agency approval is anticipated to be completed by July 2017 with bidding and construction schedule to be complete by March 2019.

We propose a scope of services for Architectural, Structural Engineering, Mechanical Engineering, Electrical Engineering, Civil Engineering, Security Electronics, Food/Laundry Service, Cost Estimating, Landscape Architecture and deliverables as follows:

SERVICES

Schematic Design

1. The project A/E team will prepare, for approval by the Owner, schematic design documents for the project which consist of drawings and other documents which illustrate the principal components of the project.
2. The project A/E team will develop new space lists to coincide with the developed schematic design plans. The intent is to have required pre-design tasks run concurrent with schematic design.
3. Engineers shall provide design narratives and concepts required to define the intended systems and project approach for the various disciplines.
4. The A/E team shall prepare a detailed opinion of probable costs of the completed schematic design documents.
5. The Architect shall facilitate meetings with the Board of State and County Corrections (BSCC) and the Office of the State Fire Marshal (OSFM).
6. The Architect shall submit Schematic Design documents to BSCC and OSFM for review and shall document comments received from review.
7. The Architect will assist the Owner in preparing and submitting documentation required for Project Establishment with BSCC and the State Public Works Board (SPWB).
8. County shall be responsible for obtaining approval of site Due Diligence and CEQA with the state. The Architect and our consultants will provide supporting documentation.

Design Development

1. Based upon the approved schematic design documents and any adjustments in the scope or quality of the project or in the construction budget authorized by the Owner, the A/E team shall prepare design development documents consisting of drawings and other documents which fix and describe the size and character of the project as to the architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate. The A/E team shall prepare a detailed opinion of probable costs at the completion of the design development documents.
2. The A/E shall submit documents to BSCC for review and shall facilitate and attend page-turn review meetings with OSFM for review of Design Development documents.
3. The Architect will work collaboratively with County to assist in the updated 3-page estimate, project scope comparison, and project delivery documents for submission to BSCC and CDCR Finance. This will then be reviewed and validated through CDCR Finance to get on SPWB agenda for approval of Design Development (Preliminary Plans (PPs)).

Construction Documents

1. Based upon the approved design development documents and any adjustments in the scope or quality of the project in the construction budget authorized by the owner, the A/E team shall prepare, for approval by the Owner, construction documents consisting of drawings and specifications setting forth in detail the requirements for the construction of the project. The Architect will incorporate into the 50% construction documents comments, modifications or other recorded notations approved by the Owner for inclusion in the project from the design development phase. The A/E team shall prepare a detailed opinion of probable costs at the completion of the 50% construction documents.

2. Based upon approved 50% construction documents and any adjustments in the scope or quality of the project or in the construction budget authorized by the Owner, the A/E team shall prepare, for approval by the Owner, the 80% completed construction documents consisting of drawings and other documents which show and describe the size and character of the project as to the architectural, structural, mechanical, and electrical systems, materials and such other elements as may be appropriate. The Architect will incorporate into the 80% construction documents comments, modifications or other recorded notations approved by the Owners for inclusion in the project from the 50% construction documents phase. After County review, Lionaks shall meet with the Owner. The Architect shall document the comments from this meeting.
3. Based upon approved 80% construction documents and any adjustments in the scope or quality of the project or in the construction budget authorized by the Owner, the A/E team shall prepare, for approval by the Owner, the 95% completed construction documents consisting of drawings and other documents which fully fix and describe the size and character of the project as to the architectural, structural, mechanical, and electrical systems, materials and such other elements as may be appropriate. The Architect will incorporate into the 80% construction documents comments, modifications or other recorded notations approved by the Owners for inclusion in the project from the 80% construction documents phase. The A/E team will prepare a detailed opinion of probable costs of the completed 95% construction documents.
4. The Architect shall submit the documents to BSCC, OSFM, and local Reviewing Agencies having jurisdiction for review and approval after it receives Owner approval to do so.
5. The Architect will submit documents required for obtaining approvals required by governmental authorities having jurisdiction over the project including the County's Building Authority, BSCC, and OSFM.
6. The Architect will assist the Owner in submitting documents and obtaining approvals required by BSCC, SPWB, and State Department of Finance (DOF).
7. The A/E team will produce a final set of documents suitable for reproduction for bidding; the documents will incorporate the requirements of, and be in conformance with, governmental authorities having jurisdiction over the project.

Bid and Award

1. The architect will assemble a complete bid set that includes contract conditions, bidding requirements and other contract documents provided to the Architect by the Owner. The Architect will assist the Owner in obtaining bids for construction of the project. The Architects assistance shall include attending pre-bid job walks, responding to bidders' inquiries and preparing and issuing bid addenda.
2. The Architect will assist County in providing supporting documentation to BSCC and DOF for approvals to award construction contract.

Construction Administration

1. The A/E team will provide administration of the construction contract for the project as set forth below and in the agreement for services. The Architect shall be a representative of and will advise and consult with the Owner during construction of the project. The architect will have authority to act on behalf of the owner only to the extent provided in the agreement. The architect and any of the architect's consultants appropriate to the stage of work will visit the construction site and attend on-site job meetings to become familiar with the progress of the work. The architect will review and take appropriate action upon shop drawings, product data and samples (collectively referred to as "submittals") required of the contractor by the construction documents, for the limited purpose of checking for general conformance with the design intent expressed in the contract documents. The architect shall respond to contractor's questions and requests for information. In consultation with the owner, the architect will assist in the development of procedures, forms and processes for the issuance and evaluation of changes or potential changes to the work. The architect, assisted by the Owner, will conduct observations to determine the date or dates of substantial completion and the date or dates of final completion. The architect will generate a punch list, as needed and requested by the Owner, of the incomplete or unaccepted items of work.

Upon request of the County, the Architect shall participate in establishing the Construction Manager's role and scope of services for the Construction Administration phase.

The following services will be included for the start of this project.

Topographic and Boundary Survey

1. Provide field survey and office work necessary to prepare a topographic and boundary survey of the project site of approximately 2.5 acres located on Madison Street between Pine and Oak Streets in Red Bluff, California. This task shall include the following items of work:
    a. Boundary resolution and mapping
    b. Existing easements per current preliminary title report
    c. Topographic survey and mapping shall include:
        i. Contours at one-foot intervals
        ii. Surface evidence of existing utilities
        iii. Street sections adjacent to the site
        iv. Expanded topography onto railroad parcel

The Owner shall provide a current preliminary title report for use as a part of this task.

Geotechnical Engineering Services

Provide soil investigation and testing program sufficient in scope to develop the foundation design criteria and define any foundation and earth stability problems which may occur. The Architect will provide a scope of services from our structural engineer outlining the requirements the geotechnical report must satisfy.

DELIVERABLES (INCLUSIVE OF ALL CONSULTANTS)

Pre Design

1. Deliverable items for SB1022 funding applications were provided under separate contract.

Schematic Design

1. Schematic design documents will consist of drawings, narratives, and other documents illustrating the project scope principal components at the schematic design phase level. The documents will incorporate program requirements and include site utilization plans, floor plans, elevations, sections and other drawings required to describe the project. The A/E team shall prepare a detailed opinion of probable costs of the completed schematic design documents.
2. Updated items such as revised space lists for SB1022 funding.

Design Development

1. The design development documents will be based upon the approved schematic design documents and any adjustments authorized by the County modifying the program or construction budget. Prepared design developments documents consisting of drawings by all consultants, product cut sheets and other documents to fix and describe the size and character of the entire project as to architectural, structural, civil security electronics, food service, mechanical and electrical systems, materials and elements that area appropriate. The A/E team shall prepare a detailed opinion of probable costs at the completion of the design development documents.

Construction Documents

1. The 50% construction documents will be based upon the approved design development documents and any adjustments authorized by the County modifying the program or construction budget. 50% construction documents with draft specifications for review including architectural and engineering drawings, draft specification and calculations. The A/E team will prepare a detailed opinion of probable costs of the construction documents at 50% of construction documents.
2. The 80% construction documents will be based upon the approved 50% construction documents and any adjustments authorized by the County modifying the program or construction budget. 80% construction documents with specifications for review including architectural and engineering drawings, specification and calculations. Submit and obtain approval from County.
3. The 95% construction documents will be based upon the approved 80% construction documents and any adjustments authorized by the County modifying the program or construction budget. Complete construction documents with specifications ready for bidding including architectural and engineering drawings, specification and calculations. Submit and obtain approval from reviewing agencies including the Board of State and Community Corrections. The A/E team will prepare a detailed opinion of probable costs of the construction documents at 95% completion of construction documents.

Bid and Award

1. Assist the County in the distribution of the plans and specifications, participate in pre-bid conference, assist the County in interpreting the documents during the bidding process, the preparation and possible distribution of addenda to the documents that may be required, and provide recommendations to the County concerning acceptance or review of responsive bidders.

Construction Administration

1. Attend a pre-construction meeting with the General Contractor and pertinent subcontractors. Assist the County in reviewing submittals, review operational and maintenance manuals, attend twice-monthly construction progress meetings with Contractor, Owner and Construction Manager, and provide site observations, field questions from the contractor and respond to RFI's, issues ASI's, Proposal Requests and Change Orders as required, perform final walk-through and provide punch list.

CLARIFICATIONS

The Architect' services shall be limited to those expressly set forth above. If scope of work or deliverables is not specifically listed above they are not considered part of this agreement. The Architect shall have no other obligations, responsibility or deliverables for the project except as agreed to in writing or as provided in the Owner-Architect Agreement.

1. Based upon limitation of liability from our insurance carrier, the Architect is unable to make recommendations dealing with hazardous materials.
2. Final documents to be submitted to BSCC and CDCR Finance will be developed by the Construction Manager.
3. Unless the Optional Services listed above are accepted, the County will contract separately for Topographic and Boundary Survey and Geotechnical Engineering Services. The Architect will provide the County with the requirements that the Geotechnical Report must satisfy.
4. The Architect will design for device and conduit raceways and punch down backboards associated with phone/data/low voltage systems. County will contract separately for pulling wires, punch blocks, servers, racks, and testing of low voltage phone and data systems.
5. The County will prepare any Environmental Impact Reports required for governmental agency approval.
6. We are anticipating up to two (2) total BOS presentation meetings.
7. We are anticipating up to four (4) total site meetings during each phase up to bidding. (Total of 12 site visits)
8. County will be responsible for reproduction and distribution of bid sets.

9. We shall attend bi-weekly meetings/trips during construction administration.
10. We will utilize the following consultants for this project:

Architecture:	Lionakis (The Architect)
Structural Engineering:	Lionakis
Civil Engineering:	Sharrah Dunlap Sawyer, Inc.
Mechanical/Plumbing/Fire Protection:	Capital Engineering Consultants
Electrical Engineering:	Ken Rubitsky and Associates
Security Electronics:	Pennell Consulting, Inc.
Food Services:	The Marshall Associates
Cost Estimating:	Reliable Cost Engineering
Topographic & Boundary Survey (Requested):	Sharrah Dunlap Sawyer, Inc.
Real Estate Due Diligence Parcel Description (Requested):	Sharrah Dunlap Sawyer, Inc.
Geotechnical Engineering (Requested):	GEOPlus, Inc.

COMPENSATION

1. We propose to perform these services and provide the deliverables in conjunction with the information and scope of work described above for a fixed fee as presented below:

Schematic Design Services:	$289,502.00
Design Development Services:	$317,059.00
Construction Documents Services:	$413,578.00
Bid and Award Services:	$27,567.00
Construction Administration Services:	$330,860.00
Total Base Amount:	**$1,378,566.00**

Should the County desire an increase in the Scope of Services, the parties may negotiate an amendment to this to this agreement.

2. Direct Expenses for reproductions for client and agency review, plans and plots for owner or agency use, standard form documents, color and material boards, postage, handling and delivery of Instruments of Service, and mileage are included in the amounts above. Not included are reproductions for bidding purposes.

3. Requested Services (Not included above):

Topographic and Boundary Survey:	$7,500
Real Estate Due Diligence Parcel Description:	$2,500
Geotechnical Engineering Services:	$14,900

NOTE: These requested additional services shall be performed during the Schematic Design Phase.

Total Contract Amount (with Requested Services): $1,403,466.00

We appreciate the opportunity to provide this proposal and are looking forward to working with you on this project. Please do not hesitate to contact me or Richard Hoerner if you require any more information.

Sincerely,

Maynard Feist, AIA
Principal

Encl.: Fee Schedule

Exhibit "C"

LIONAKIS

1919 Nineteenth
Street
Sacramento CA 95811
P: 916.558.1900
F: 916.558.1919
www.lionakis.com

March 17, 2017

Bill Goodwin
Chief Administrator
County of Tehama
727 Oak Street
Red Bluff, CA 96080

Re: Proposed Tehama County Jail Addition – SB 1022 Funding Additional Services.

Dear Bill:

As we previously discussed, since signing the contract for the SB 1022 Tehama County Corrections Reentry Center the County has received additional funding from the state to increase project size, new street realignment and site utility work, unforeseen poor soils resulting in extensive structure design for foundations, staffing and operational analysis, etc. resulting in changes to scope that require an adjustment in compensation. Lionakis is submitting the following in support of our request for additional fees.

SCOPE CHANGES TO THE PROJECT

Since signing our current contract, the scope of the new facility has changed as follows:

1. The site has been changed to include rerouting of Madison Street and existing underground utilities, thus increasing the scope of civil engineering required, revising the civil and architectural site plans and plan modifications to address efficiencies in the new building location.
2. Based on results of the geotechnical investigation, it has been determined that the existing soil conditions are not conducive to typical spread footings, thus requiring additional structural design to provide foundations that can be provided to accommodate the existing conditions.
3. With increased award, the scope for the facility has increased to include additional program spaces and additional space for medical staff. This has resulted in a larger building that will affect the work of all disciplines.
4. Assist the County in developing a staffing and operational analysis to present to the Board of Supervisors.

Construction Costs and Schedule:

With the additional funding from BSCC, Lionakis anticipates the construction costs for the above scope of work at approximately $17,700,000 from both local and state funding sources. Architectural work is anticipated to begin in May or June 2017 with the documents prepared for a traditional design-bid-build delivery method. Design and agency approval is anticipated to be completed by May 2019 with bidding and construction schedule to be complete by July 2020.

COMPENSATION

1. Based on the scope changes described above, we propose the following increase in fees:

Schematic Design Services:	$49,800.00
Design Development Services:	$38.850.00
Construction Documents Services:	$47,500.00

Bid and Award Services:	$3,050.00
Construction Administration Services:	$39,400.00
Total Scope Change Amount:	**$178,600.00**

2. Direct Expenses for reproductions for client and agency review, plans and plots for owner or agency use, standard form documents, color and material boards, postage, handling and delivery of Instruments of Service, and mileage are included in the amounts above. Not included are reproductions for bidding purposes.

Please note that within the above noted Schematic Design phase fees is an allowance of $8,800 to accommodate the staffing and operational cost analysis. Should the project not move forward, at a minimum Lionakis is anticipating reimbursement for this additional service and effort to date on additional plan revision documentation.

We appreciate the opportunity to provide this proposal and are looking forward to working with you on this project. Please do not hesitate to contact me or Richard Hoerner if you require any more information.

Sincerely,

Maynard Feist, AIA
Principal

E-Contract Review

Approval as to Form

Department Name:	Tehama County Administration
Vendor Name:	Lionakis
Contract Description:	Amendment to contract for architectural/engineering services for new jail.

Approved as to Form:

By: Trisha C. Weber Date: 5-16-17

Trisha C. Weber
Deputy County Counsel

E-Contract Review

Approval as to Form

Department Name:	Tehama County Administration
Vendor Name:	Lionakis
Contract Description:	Amendment to contract for architectural/engineering services for new jail.

Approved as to Form:

By: Trisha C. Weber Date: 5-16-17

Trisha C. Weber
Deputy County Counsel

MINUTE ORDER
BOARD OF SUPERVISORS
COUNTY OF TEHAMA, STATE OF CALIFORNIA

R E G U L A R A G E N D A

35. ADMINISTRATION

a) AGREEMENT – Approval and authorization for the Chairman to sign the First Amendment to the agreement with Lionakis (Misc. Agree. #2015-294) for the purpose of providing additional architectural/engineering services relative to the additional SB 1022 funding for the new Tehama County Corrections Re-entry Project for a flat fee of $1,582,066 and reimbursement for actual expenses not to exceed $3,000, adding an additional $178,600 for a maximum compensation amount of $1,585,066. (Miscellaneous Agreement #2017-124)

Following comments;

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Burt Bundy, Supervisor - District 5
SECONDER:	Bob Williams, Supervisor - District 4
AYES:	Garton, Chamblin, Williams, Bundy
ABSENT:	Carlson

STATE OF CALIFORNIA)
) ss
COUNTY OF TEHAMA)

I, JENNIFER VISE, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisor on the 23rd day of May, 2017.

DATED: June 12, 2017

JENNIFER A. VISE, County Clerk and
Ex-officio Clerk of the Board of Supervisors
of the County of Tehama, State of California

Deputy: Angela L Ford

SECOND AMENDMENT

TO THE AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND LIONAKIS

This Amendment to Agreement Number 2015-294, dated September 15, 2015, as amended by Agreement 2017-124 by and between the County of Tehama (County) and Lionakis (Consultant) (the "Original Agreement") shall be amended as set forth herein.

I. Section 1 of the Original Agreement is amended to read as follows:

1. RESPONSIBILITIES OF CONTRACTOR

A. During the term of this agreement, Consultant shall provide architectural/engineering services for the new Tehama County Corrections Reentry Center Project as set forth in County's SB 1022 Adult Local Criminal Justice Facilities Construction Financing Program Proposal Identification No. A19-13, on the site of the current Tehama County Library, as set forth in Exhibit "B" attached hereto.

B. Consultant shall further provide architectural/engineering services related to the rerouting of Madison Street; additional structural design to accommodate the existing conditions based on results of the geotechnical investigation; additional architectural/engineering to accommodate a larger building resulting from the increased SB1022 project award; and assist the County in developing a staffing and operational analysis, as set forth in Scope Changes to the Project, attached to this First Amendment as Exhibit "C".

C. Consultant shall provide additional architectural/engineering services that have been imposed due to State and other delays, as set forth in Proposed Tehama County Jail Addition – SB 1022: Additional Services State Delays, attached to this Second Amendment as Exhibit "D".

C. In the event of a conflict between the provisions of the main body of this Agreement and any attached Exhibit(s), the main body of the Agreement shall take precedence, followed by the Exhibits, in descending order, as indicated below:

Exhibit D, Exhibit C, Exhibit B

Miscellaneous Agreement
2022-265

II. Section 3 of the Original Agreement is amended to read as follows:

3. **COMPENSATION**

A. County shall pay Consultant a flat fee of $1,886,306 for all services provided hereunder. Except as expressly provided in Subsection (B), this flat fee is inclusive of all compensation, reimbursement, travel and mileage costs, or charges due to Consultant for services provided under this agreement.

B. County shall additionally reimburse Consultant for actual and reasonable reproduction costs for bidding purposes; provided that said reproduction costs are requested and pre-approved by County and supported by an invoice or receipt from the third-party vendor. Reimbursement for reproduction costs for bidding purposes under this Subsection shall not exceed $3,000.

C. The Maximum Compensation payable under this agreement, including any bidding reproduction expense for reimbursement, shall not exceed $1,889,306. Consultant shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Consultant shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Consultant after the expiration or termination of this Agreement. Consultant shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Consultant for any expenses, direct or indirect costs, expenditures, or charges of any nature by Consultant that exceed the Maximum Compensation amount set forth above. Should Consultant receive any such payment, it shall immediately notify County and shall immediately repay all such funds to the County. This provision shall survive the expiration or other termination of this Agreement.

It is mutually agreed that all other terms and conditions of Agreement Number 2015-294 shall remain in full force and effect.

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

COUNTY OF TEHAMA

Date: 8/23/22

Chairman

LIONAKIS

Date: 7/13/2022

Maynard Feist, Principal

115402
Vendor Number

Exh. 6.7 "D"

LIONAKIS

1919 Nineteenth Street
Sacramento CA 95811
P: 916.558.1900
F: 916.558.1919
www.lionakis.com

June 28, 2022

Tom Provine
County Administrators Office
County of Tehama
727 Oak Street
Red Bluff, CA 96080

Re: Proposed Tehama County Jail Addition – SB 1022: Additional Services State Delays- R1

Dear Tom:

Per our previous conversation, we are requesting additional services fees to complete Construction Documents Phase work to accommodate the various delays and added scope that we've experienced. To date Lionakis and our consultants are substantially over in our fees and as you are aware, the project team has experienced substantial delays to the project and rework to accommodate the Lease Revenue Bond process.

This request is based on the substantial delays and the following:

- Inability to receive approval to Preliminary Plans (PP's) due to Department of Finance
- Rework and multiple document submissions to DGS and DOF to accommodate relocation of Madison Street.
- Potential incorporation of added Radio to our scope.
- Fees based on 2015 fee rate schedule and our increases
- New State Fire Marshal process and delays
- Board of State and Community Corrections (BSCC) numerous documentation
- Scope changes required by PG & E
- Delays causing documents to be umpdated/changing to new code cycles
- Additional geotechnical services to review poor soil recommendations and updates to accommodate new code cycle.
- Department of General Services (DGS) delays relating to the ground lease
- Department of Finance (DOF) review and approval delays
- Rework of County Division 0 and 1 specification sections
- Multiple BOS presentations

We are also requesting a fee augmentation for additional services required to complete Construction Administration Phase work related to the reasons listed above.

In addition to the scope changes, AHJ demands, and delays listed above, we are currently working on 2015 billing rates. We have substantial increases to our billing rates since this project started. Moving forward we are requesting to utilize our 2022 billing rates for additional project work.

With the above in mind, we propose a continued scope of services for Architectural, Civil Engineering, Landscape Architecture, Structural Engineering, Geotechnical Engineering, Mechanical and Plumbing Engineering, Electrical Engineering, Interior Design, Security Electronics, and Door Hardware. We have also been requested to provide additional professional services for Radio (incorporated as part bidding documents).

Services and deliverables shall coincide with the current contract.

ADDITIONAL SERVICES COMPENSATION

1. We request the following additional fees for work provided to-date and to complete the Construction Documents phase. Based on the review process and changes to-date, for increases during Construction Administration we request the additional fees for anticipated services as presented below:

Construction Documents:	$99,400
Radio:	$39,950
Bidding:	$5,150
Construction Administration:	$159,740
Total:	**$304,240**

We recommend that the County also include a contingency of $65,500 for potential additional A/E scope changes.

2. Reimbursables and Direct Expenses are not included within the above amounts. There is a separate budget for Direct Expenses.

We genuinely appreciate your attention to our request for this very important project and are looking forward to continuing our work with you. Please do not hesitate to contact me if you have any questions or require additional information.

Sincerely,

Maynard Feist, AIA
Principal

LIONAKIS

FEE SCHEDULE

Effective January 1, 2022 – December 31, 2022

CLASSIFICATION	HOURLY RATES
Principal	$255.00
Associate Principal	$240.00
Senior Associate	$230.00
Director of Healthcare Planning	$230.00
Director of Accessibility	$230.00
Director of Sustainability	$220.00
Director of Planning	$220.00
Associate	$220.00
Project Director	$210.00
Senior Project Manager	$200.00
Specifications Writer	$200.00
Project Manager	$190.00
ARCHITECTURAL SERVICES	
Senior Architect	$190.00
Architect II	$175.00
Senior Job Captain	$175.00
Job Captain	$165.00
Architect I	$165.00
Designer III	$150.00
Designer II	$140.00
Designer I	$130.00
Specification Technician	$130.00
INTERIOR DESIGN SERVICES	
Interiors Project Director	$195.00
Senior Interior Designer	$175.00
Project Interior Designer	$155.00
Interior Designer III	$140.00
Interior Designer II	$125.00
Interior Designer I	$115.00
STRUCTURAL ENGINEERING SERVICES	
Senior Engineer	$190.00
Engineer II	$180.00
BIM Manager	$175.00
Engineer I	$170.00
Senior BIM Technician	$165.00
Structural Designer III	$160.00
BIM Technician II	$150.00
Structural Designer II	$150.00
Structural Designer I	$140.00
BIM Technician I	$140.00
PROJECT SUPPORT SERVICES	
Graphics Creative Director	$190.00
Senior Graphic Designer	$160.00
Graphic Designer	$130.00
Senior Project Coordinator	$115.00
Project Coordinator	$105.00
Staff Technician	$95.00

Consultant	Direct Cost + 10%
Reimbursables	Direct Cost + 10%
Blueprints, Photocopies, Shipping, Photography, Plotting, Renderings, Travel Expenses, Agency Fees, etc.	
Mileage	per IRS standard rate

E-Contract Review
Approval as to Form

Department Name:	ADMINISTRATION
Vendor Name:	Lionakis.
Contract Description:	Second Amendment to the agreement with Lionakis for the purpose of providing additional architectural/engineering services for the new Tehama County Corrections Re-entry Project

APPROVED AS TO FORM:

Margaret Long Date: 8/5/22

Office of the Tehama County Counsel
Margaret E. Long, County Counsel

MINUTE ORDER
BOARD OF SUPERVISORS
COUNTY OF TEHAMA, STATE OF CALIFORNIA

REGULAR AGENDA

20. ADMINISTRATION / JAIL RE-ENTRY FACILITY

a) AGREEMENT - Approval and authorization for the Chair to sign Amendment #2 to the agreement with Lionakis (Misc. Agree. #241-2013 as amended by #2015-294) for the purpose of providing additional architectural/engineering services for the new Tehama County Corrections Re-entry Project, thereby adding an additional $304,240, for a total maximum amount not to exceed $1,889,306.
(Miscellaneous Agreement #2022-265)

Administrative Services Director Dava Kohlman reviewed the request to amend the agreement and explained delays that have affected the project.

Louise Wilkinson spoke of the delays regarding this project and the need for accurate record keeping.

Michael Kain spoke regarding the delays with this project and withholding information from the public.

In response to Supervisor Leach, Mrs. Kohlman explained many delays in the last two years have been due to COVID related staffing issues as State employees were given other assignments with the pandemic.

Kathy Nelson cited comments made in previous years by the prior Chief Administrator Williams Goodwin. Mrs. Nelson asked how long the state will hold the funds available for the project.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Bill Moule, Supervisor - District 1
SECONDER:	Bob Williams, Supervisor - District 4
AYES:	Moule, Leach, Garton, Williams, Carlson

STATE OF CALIFORNIA)
) ss
COUNTY OF TEHAMA)

I, JENNIFER VISE, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on the 23rd day of August 2022.

DATED: August 29, 2022

JENNIFER A. VISE, County Clerk and
Ex-officio Clerk of the Board of Supervisors
of the County of Tehama, State of California

Rachael Wade
Deputy

Tehama County

Agenda Request Form

File #: 25-2007 **Agenda Date:** 12/9/2025 **Agenda #:** 3.

ADMINISTRATION

Requested Action(s)
a) AGREEMENTS - Request approval and authorization for the Chairman to sign the Agreement for Defense of Indigent Persons with the following attorneys for the purpose of providing public defender legal services to indigent persons in Tehama County Courts for a three-year period of 1/1/26 through 12/31/28

1. Christopher R. Logan - Juvenile Delinquency, Felony and Misdemeanor Appointments in the amount of:
$242,400 per annum for the time period of 1/1/26 through 12/31/26;
$242,400 per annum for the time period of 1/1/27 through 12/31/27;
$244,824 per annum for the time period of 1/1/28 through 12/31/28;

2. Odeh E. Hijazeen - Felony and Misdemeanor Appointments in the amount of:
$222,200 per annum for the time period of 1/1/26 through 12/31/26;
$222,200 per annum for the time period of 1/1/27 through 12/31/27;
$224,422 per annum for the time period of 1/1/28 through 12/31/28;

3. Alessio C. Larrabee - Felony and Misdemeanor Appointments in the amount of:
$222,200 per annum for the time period of 1/1/26 through 12/31/26;
$222,200 per annum for the time period of 1/1/27 through 12/31/27;
$224,422 per annum for the time period of 1/1/28 through 12/31/28;

4. Anu Chopra - Juvenile Delinquency, Lanterman-Petris-Short (LPS), Drug Court, Felony and Misdemeanor Conflicts in the amount of:
$104,686.64 per annum for the time period of 1/1/26 through 12/31/26;
$104,686.64 per annum for the time period of 1/1/27 through 12/31/27;
$105,733.51 per annum for the time period of 1/1/28 through 12/31/28;

5. Kenneth A. Miller - Felony and Misdemeanor Conflicts in the amount of:
$53,076.01 per annum for the time period of 1/1/26 through 12/31/26;
$53,076.01 per annum for the time period of 1/1/27 through 12/31/27;
$53,606.77 per annum for the time period of 1/1/28 through 12/31/28;

Financial Impact:
Funding has been appropriated for services that are a County responsibility in Public Defender, budget unit 2026-53230, is sufficient for the services that are a County responsibility. The total annual cost for the first year is $844,562.65, the total for the second year is $844,562.65, and the total for the third year is $853,008.28.

Background Information:
The County is legally obligated to provide public defender services for indigent criminal defendants and certain other persons appearing in the Tehama County Courts. County Administration has collaborated with the Superior Court in successful negotiations of these agreements. The negotiation is necessary as the responsibilities to assign and appoint fall within the jurisdiction of the Courts, while the financial jurisdiction falls on the County. In Tehama County, these services are provided by contract with private attorneys, rather than through a centralized Public Defender's office. Under Penal Code section 987.2, subdivision (b) and Phillips v. Seely (1974) 43 Cal.App.3d 104, such contracts may be approved by either the Board of Supervisors or the Superior Court. The Board has been executing these types of agreements since 2011 due to changes in the Court's contracting practices.

These agreements will collectively provide the full scope of public defender representation services from January 1, 2026, through December 31, 2028, for a three-year term. The compensation and terms are generally similar to the prior agreements. The public defenders are receiving a 1% increase for year one, 0% increase in year two, and 1% increase for the third year.

AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND ANU CHOPRA

This Agreement is entered into between the County of Tehama ("County") and Anu Chopra ("Attorney") for the purpose of having Attorney provide representation as a public defender to indigent criminal defendants in criminal matters arising within Tehama County, as may from time to time assigned by the courts.

Now therefore, in consideration of the mutual obligations and promises set forth herein, the parties agree as follows:

1. ATTORNEY TO SERVE AS A PUBLIC DEFENDER

In consultation with the Presiding Judge of the Superior Court of the County of Tehama, County hereby retains Attorney to serve as a public defender to represent indigent persons in matters before the courts in Tehama County, in matters where the primary public defenders are conflicted from representing an indigent persons or otherwise unavailable. The parties acknowledge and agree that the Tehama County Superior Court has determined that Attorney possesses the requisite ability to adequately represent indigent persons in the matters described herein before the Court, and that the compensation provided for herein has been established as reasonable compensation for appointed counsel after consideration of the factors set forth in Penal Code section 987.3.

In providing service as a public defender Attorney shall at all times maintain the professional licensing required by the California State Bar and shall otherwise comport to the professional standards required of a licensed Attorney within California.

2. RESPONSIBILITIES OF ATTORNEY

During the term of this agreement, Attorney shall serve as public defender for indigents in matters as generally set forth herein, in or before the Tehama County courts, or in any other court authorized by law to hear criminal matters when a case arising in Tehama County is transferred to a court in another County. Attorney's services and representation to indigent persons shall, when appointed by the court, include all of the following matter:

a. Representation in juvenile delinquency cases/proceedings, including without limitation representation before the Juvenile Traffic Hearing Officer when appointed by the court;

b. Representation is contempt matters/proceedings, including without limitation, family law and child support contempt proceedings. It is the intent that the obligation here is to provide representation in all contempt proceeding as to which the County is obligated to provide court appointed counsel to an indigent person;

c. Representation in probate conservatorships, LPS conservatorships, and limited conservatorships when appointed by the court pursuant to Probate Code Sections 1470 or 1471;

d. Representation in Assisted Outpatient Treatment (AOT) proceedings as conflict counsel when appointed by the court pursuant to Welfare and Institutions Code section 5346, subdivision (c);

e. Representation in LPS habeas corpus proceedings when appointed by the court pursuant to Welfare and Institutions Code section 5276;

f. Representation of persons under Section 201 of the Service members' Civil Relief Act (50 App. U.S.C.A. Section 521) and implementing provisions of California law.

g. As one of two Attorneys assigned as a conflict public defender in the County it is the intent that Attorney shall provide legal representation in matters within Tehama County pending in or originating in the Tehama County courts, where each of the three primary public defenders are conflicted or their service has been excused by the court. It is the intent of this contract that the Court make appointments at approximately half the case rate of the other conflict public defender contract, for approximately one-third of the total conflict cases. Attorney's services and representation shall include the following proceedings: felony, misdemeanor, juvenile, sentencing and resentencing, mental health, habeas corpus, AB 109 as amended by AB 117 and ABX1 17, including but not limited to revocations of parole, violations or revocations of split-sentence supervision, and matters relating to post-release supervision.

Unless Attorney is excused by the court, Attorney shall be responsible to provide such representation whenever appointed by the court.

In addition to the foregoing, Attorney shall participate in the Tehama County Drug Court as such sessions are held by the court.

Attorney shall not represent any client covered by this Agreement in any civil action or proceeding against the County or any officer or employee thereof.

3. COMPENSATION

For the term from January 1, 2026 to December 31, 2026 compensation shall, for the full year, be in the amount of $104,686.64;

For the term from January 1, 2027 to December 31, 2027 compensation shall, for the full year, be in the amount of $104,686.64;

For the term from January 1, 2028 to December 31, 2028 compensation shall, for the full year, be in the amount of $105,733.51;

All annual amounts shall be prorated for any partial years or months worked by Attorney during the term of this Agreement.

4. BILLING AND PAYMENT

County shall pay to Attorney the sums set forth in Paragraph 3. The Auditor of Tehama County will pay to each attorney one-twelfth (1/12) of the annual sum provided for in Paragraph 3 on the last business day of January, 2026 and on the last business day of each succeeding month through December, 2028.

5. TERM OF AGREEMENT

This agreement shall be for a term of three years, commencing on January 1, 2026, provided however that Attorney shall be responsible for continuing to represent indigents in any matter beyond the initial term until such matters are otherwise concluded or the court has approved a substitution of counsel in such matters. Compensation for matters continuing beyond the end of the two-year term shall be at the rate of $160.00 per hour.

6. PRESENCE OF CONFLICTS

County acknowledges that in some instances Attorney cannot represent an indigent party who is entitled by law to court appointed counsel because the law of this state, including Rules of Professional Responsibility, prohibit such representation. Therefore, Attorney is only required to provide services for those clients which Attorney may properly represent under the laws of this state and the Rules of Professional Responsibility. Promptly after any appointment Attorney shall determine whether any conflict of interest exists and shall notify the Court immediately upon learning of any such conflict, and to assist in the transfer of the case to another Attorney contracting with County to provide indigent defense services.

Attorney shall provide to County a quarterly Public Defender Conflict Case Declarations report of all conflict declarations by the Attorney during the preceding calendar quarter. The report shall be submitted to the Tehama County Counsel's office within fifteen (15) calendar days of the end of each quarter (i.e., January 15th, April 15th, July 15th, and October 15th) and shall include:

(a) The non-confidential reason for each conflict declaration;

(b) Case name,number, and whether AB 109;

(c) Principal charge

Attorney shall utilize County's form, which is attached hereto as Attachment 1. If Attorney fails to timely submit any Public Defender Conflict Case Declarations report, County may withhold payment for that Attorney's services until the next month after the report is received. Attorney shall cooperate in any procedure adopted by the courts to determine eligibility for court-appointed counsel. Attorney shall inform the Court if they believe a party is or has become ineligible for court-appointed counsel and shall also inform any party determined to be ineligible of the right to a court hearing on that question. Any determination by the court as to eligibility shall be binding upon the Attorney. Attorneys shall cooperate in any referral by the Court to the Collections Supervisor as ordered by the Court for the purpose of determining the party's ability to reimburse the County for indigent defender and probation-related services. In the event that any hearing is held regarding the ability to repay the County, Attorney agrees that he will represent the original client at no additional cost.

7. RECORD KEEPING

Attorney shall keep such records as may be required by the Court or County, including, but not limited to, records adequate for the purpose of determining the amount of reasonable time and Attorney's fees earned on cases attorney is appointed to, including AB 109 cases. The records to be maintained include the number and types of cases assigned to Attorney, and a per-case activity breakdown, without revealing information which is privileged or may otherwise compromise the defense of pending cases, sufficient to assist in establishing the cost of representing persons represented pursuant to this agreement as well as in monitoring and determining appropriate case and workload. Attorney shall maintain all files and time records for each case in safe storage for at least 5 years (or longer as necessary in view of the applicable statute of limitations for potential civil liability) following the last services rendered by Attorney in the case, unless such files are

assigned to successor counsel in the case. Attorney shall make such records available to Court or County upon request.

8. AVAILABILITY & OFFICE REQUIREMENTS

Attorney shall provide, at her own expense, all office space, furniture, equipment, supplies, paper, libraries, telephone service, and clerical assistance required for the competent and effective performance of his duties under this contract. Attorney shall be available at such reasonable times and places so that indigent persons will not suffer undue inconvenience in being able to contact and confer with Attorney.

9. EXPENSES AND SERVICES TO BE PAID BY COUNTY

County shall pay for all services of the Court Reporter wherein such services are required by law, together with transcripts thereof. County shall also pay, subject to Court approval, all witness fees, including those of expert witnesses; fees for the services of Court authorized laboratories, forensic services, medical or other technical experts, and investigative personnel; or as otherwise may be required by statute or case law. County shall pay the above services only upon Court authorization made prior to the rendition of such services and only upon a motion showing the need therefor. Payment of the above fees by County shall not reduce the compensation of Attorney, as provided for in Paragraph 1, supra. If investigative services are required, Attorney shall utilize the investigator(s) under contract with County, unless each such investigator certifies in writing that they have a conflict or are otherwise reasonably unable to perform the requested services.

10. CHANGE OF VENUE FROM TEHAMA COUNTY

In the event that Attorney is performing services under this agreement in a proceeding which is ordered transferred from Tehama County to another County, Attorney shall be paid, in addition to the compensation amount provided for in Paragraph 1, a reasonable amount to be determined by the Tehama County Superior Court for travel, lodging, meals and other extraordinary expenses.

11. INDEPENDENT CONTRACTOR

It is agreed and understood that Attorney is an independent contractor and under no circumstances shall Attorney nor his employees, agents and servants be deemed to be employees, agents or servants of the County of Tehama. Attorney shall be solely liable and responsible to pay

all required taxes and other obligations, including, but not limited to, withholding, Social Security and worker's compensation insurance, both for Attorney and for his employees.

12. LIABILITY AND INDEMNIFICATION

It is hereby agreed that County is relying upon the certification of the State Bar of California as indicative of Attorney's right to practice law and the Attorney represents that he is a competent and professional practitioners of law admitted to practice in California. Attorney agree to defend and hold County harmless as to any and all claims against County, County employees, agents or servants arising from or relating to actions performed by Attorney and/or any employees, agents, or servants in their performance or attempted performance of this agreement, including, but not limited to, claims of negligence and malpractice. It is further agreed that Attorney will indemnify County and hold it harmless as to all costs incurred by County in the defense of any action alleged to arise from Attorney's performance or attempted performance under this Agreement.

In the event that an Attorney becomes unable to practice law in the State of California, or fails to perform his obligations under this Agreement, then this Agreement shall immediately terminate and Attorney shall have no further rights hereunder and any unearned compensation (determined on a pro rata basis) shall be returned to County.

Attorney shall each maintain an errors and omissions policy with limits of Two Million Dollars ($2,000,000). Evidence of coverage shall be provided to the satisfaction of the County.

13. ASSIGNMENT AND SUBCONTRACTING

Inasmuch as this agreement is intended to secure the specialized services of Attorney, Attorney may not assign, transfer, delegate or sublet any interest herein without the prior written consent of County. County expects that Attorney will provide the legal services required under this Agreement personally. Attorney may from time to time use other equally competent Attorneys as temporary substitutes, for a limited purpose, if acceptable to the court.

14. TERMINATION OF AGREEMENT

If Attorney fails to perform his/her duties to the satisfaction of the Court, then upon notification from the Presiding Judge of the Superior Court to the County, or if Attorney violates any of the terms or provisions of this Agreement, then the County shall have the right to terminate

this Agreement effective immediately upon the County giving written notice thereof to the Attorney.

Either party to this Agreement may without cause terminate their rights and obligations under this Agreement upon ninety (90) days written notice to the other party. County shall terminate the Agreement as to any Attorney determined by the Superior Court not to be properly performing their duties hereunder. County may terminate this Agreement immediately should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year. Notwithstanding the foregoing, Attorney shall not be relieved of his obligation to represent any indigent defendant until such time as the Court relieves Attorney or the case is otherwise concluded.

The County's right to terminate this agreement may be exercised by the Chief Administrator.

15. TERMINATION OF OBLIGATION TO REPRESENT

Upon expiration or other termination of this contract, Attorney shall continue to represent any client then being represented under this contract unless relieved by the judge presiding in the case, and shall be entitled to receive compensation for work performed on such unfinished cases after the effective date of termination at the rate of one hundred sixty ($160.00) dollars per hour. Both parties will attempt to achieve a smooth transition in the event that this Agreement is terminated for any reason. Attorney will attempt to transfer all unfinished cases to other Attorneys who have contracted with County by the effective date of such termination.

16. APPOINTMENT OF NON-CONTRACT ATTORNEYS

The court may appoint non-contracting counsel when, in the Judge's discretion, court efficiency or the rights of a defendant so require. The parties acknowledge that the court will endeavor to appoint non-contracting counsel only when all of the Attorneys who have contracted with County have each individually declared a conflict. Attorney contracting with County shall accept such conflict appointments without additional compensation.

17. RENEGOTIATION IN THE EVENT OF NEW LEGISLATION

In the event that any legislation effective on or after January 2, 2026 creates a new right to court appointed counsel in any proceeding for which no such right existed on January 1, 2026, and

such legislation causes a "Substantial Workload Increase" for Attorney, County and Attorney may agree to increase Attorney's compensation in recognition of such additional work by executing an amendment to the agreement. In the event that no such agreement can be reached, Attorney may terminate this Agreement in accordance with Section 14. For purposes of this Agreement, "Substantial Workload Increase" shall mean a documented increase of at least ten percent (10%) in the average monthly number of hours required to complete Attorney's duties under this Agreement, attributable to such legislation.

18. ENTIRE AGREEMENT; MODIFICATION

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

19. GREEN PROCUREMENT POLICY

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

20. LAW AND VENUE

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

21. NOTICES

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

If to County:
Office of the Tehama County Counsel
727 Oak St.
Red Bluff, CA 96080

If to Attorney:
Anu Chopra
Attorney at Law
CHOPRA LAW FIRM
PO Box 2194
Chico, CA 95927

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

22. RESOLUTION OF AMBIGUITIES

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

23. NO THIRD PARTY BENEFICIARIES

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

24. COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civil Code §§ 1633.1 to

1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

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

COUNTY OF TEHAMA

Date: _____

_____
Chair, Board of Supervisors

Date: Nov 19, 2025

_____
ANU CHOPRA
Attorney at Law

Vendor Number

2026-53230

Budget Account Number

E-Contract Review
Approval as to Form

Department Name: Administration

Vendor Name: Anu Chopra

Contract Description: For the purpose of Public Defender Agreements

APPROVED AS TO FORM:



Date: 11/13/2025

Office of the Tehama County Counsel
Margaret Long, County Counsel

AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND ALESSIO C. LARRABEE

This Agreement is entered into between the County of Tehama ("County") and Alessio C. Larrabee ("Attorney"), for the purpose of having Attorney provide representation as a public defender to indigent criminal defendants in criminal matters arising within Tehama County, as may from time to time assigned by the courts.

Now therefore, in consideration of the mutual obligations and promises set forth herein, the parties agree as follows:

1. ATTORNEY TO SERVE AS A PUBLIC DEFENDER

In consultation with the Presiding Judge of the Superior Court of the County of Tehama, County hereby retains Attorney to serve as a public defender to represent indigent persons in matters before the courts in Tehama County. The parties acknowledge and agree that the Tehama County Superior Court has determined that Attorney possesses the requisite ability to adequately represent indigent persons in the matters described herein before the Court, and that the compensation provided for herein has been established as reasonable compensation for appointed counsel after consideration of the factors set forth in Penal Code section 987.3.

In providing service as a public defender Attorney shall at all times maintain the professional licensing required by the California State Bar and shall otherwise comport to the professional standards required of a licensed Attorney within California.

2. RESPONSIBILITIES OF ATTORNEY

During the term of this agreement, Attorney shall serve as one of three primary public defenders for indigents in all criminal matters and related proceedings pending or initiated in or before the Tehama County courts, or in any other court authorized by law to hear criminal matters when a case arising in Tehama County is transferred to a court in another County. As one of three Attorneys assigned as the primary public defenders in the County it is the intent that Attorney shall provide legal representation to approximately one-third ($1/3^{rd}$) of the indigent criminal defendants in matters within Tehama County. In addition, Attorney may be required by the courts to provide staff to the Tehama County drug court program and behavioral health court when such other Attorney who regularly performs that service is otherwise temporarily unavailable not to exceed a

duration of one month at any time, such as additional service to be without additional compensation.

Attorney's services and representation shall include all criminal proceedings and related matters before the Superior and Juvenile Courts in Tehama County and any magistrate. Representation shall include without limitation proceedings from the inception of the filing of criminal charges against an indigent person to the conclusion of each case and shall include proceedings involving (1) any indigent previously convicted of a crime; (2) indigents charged with criminal contempt; and (3) mental health matters and habeas corpus (other than proceedings relating to conservatorships and detentions under the Lanterman-Petris-Short Act. Representation shall also include proceedings involving any person who has been certified by the Juvenile Court to be tried as an adult. Attorney's representation shall not include prosecuting any appeal on behalf of any indigent defendant otherwise represented by Attorney, provided however, that Attorney shall be responsible for timely filing the notice of appeal on behalf of any client.

In addition to the foregoing, Attorney shall provide legal representation of indigents in all actions arising out of the subject matter of AB 109 (Chapter 15, Statutes of 2011) as amended by AB 117 (Chapter 39, Statutes of 2011) and ABX1 17 (Chapter 12, Statutes of 2011), including but not limited to revocations of parole, violations or revocations of split-sentence supervision, and matters relating to post-release supervision.

Attorney shall not represent any client covered by this Agreement in any civil action or proceeding against the County or any officer or employee thereof.

3. COMPENSATION

For the term from January 1, 2026, to December 31, 2026, compensation shall, for the full year, be in the amount of $222,200;

For the term from January 1, 2027, to December 31, 2027, compensation shall, for the full year, be in the amount of $222,200;

For the term from January 1, 2028, to December 31, 2028, compensation shall, for the full year, be in the amount of $224,422;

All annual amounts shall be prorated for any partial years or months worked by Attorney during the term of this Agreement.

The compensation set forth above shall not preclude Attorney from being separately compensated for representation of indigent defendants on any matter as to which Attorney was

appointed to provide such representation prior to the effective date of this Agreement (January 1, 2026). It is the intent of this provision that compensation under this Agreement as set forth above shall cover representation by Attorney for indigents on matters, as to which, Attorney is appointed as counsel on or after January 1, 2026.

4. BILLING AND PAYMENT

County shall pay to Attorney the sums set forth in Paragraph 3. The Auditor of Tehama County will pay to each attorney one-twelfth (1/12) of the annual sum provided for in Paragraph 3 on the last business day of January, 2026 and on the last business day of each succeeding month through December, 2028.

5. TERM OF AGREEMENT

This agreement shall be for a term of three years, commencing on January 1, 2026, provided however that Attorney shall be responsible for continuing to represent indigents in any matter beyond the initial term until such matters are otherwise concluded or the court has approved a substitution of counsel in such matters. Compensation for matters continuing beyond the end of the three year term shall be at the rate of $160.00 per hour.

6. PRESENCE OF CONFLICTS

County acknowledges that in some instances Attorney cannot represent an indigent party who is entitled by law to court appointed counsel because the law of this state, including Rules of Professional Responsibility, prohibit such representation. Therefore, Attorney is only required to provide services for those clients which Attorney may properly represent under the laws of this state and the Rules of Professional Responsibility. Promptly after any appointment Attorney shall determine whether any conflict of interest exists and shall notify the Court immediately upon learning of any such conflict, and to assist in the transfer of the case to another Attorney contracting with County to provide indigent defense services.

Attorney shall provide to County a quarterly Public Defender Conflict Case Declarations report of all conflict declarations by the Attorney during the preceding calendar quarter. The report shall be submitted to the Tehama County Counsel's office within fifteen (15) calendar days of the end of each quarter (i.e., January 15th, April 15th, July 15th, and October 15th) and shall include:

(a) The non-confidential reason for each conflict declaration;

(b) Case name, number, and whether AB 109;

(c) Principal charge

Attorney shall utilize County's form, which is attached hereto as Attachment 1. If Attorney fails to timely submit any Public Defender Conflict Case Declarations report, County may withhold payment for that Attorney's services until the next month after the report is received. Attorney shall cooperate in any procedure adopted by the courts to determine eligibility for court-appointed counsel. Attorney shall inform the Court if they believe a party is or has become ineligible for court-appointed counsel and shall also inform any party determined to be ineligible of the right to a court hearing on that question. Any determination by the court as to eligibility shall be binding upon the Attorney. Attorneys shall cooperate in any referral by the Court to the Collections Supervisor as ordered by the Court for the purpose of determining the party's ability to reimburse the County for indigent defender and probation-related services. In the event that any hearing is held regarding the ability to repay the County, Attorney agrees that he will represent the original client at no additional cost.

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Attorney shall keep such records as may be required by the Court or County, including, but not limited to, records adequate for the purpose of determining the amount of reasonable time and Attorney's fees earned on cases attorney is appointed to, including AB 109 cases. The records to be maintained include the number and types of cases assigned to Attorney, and a per-case activity breakdown, without revealing information which is privileged or may otherwise compromise the defense of pending cases, sufficient to assist in establishing the cost of representing persons represented pursuant to this agreement as well as in monitoring and determining appropriate case and work load. Attorney shall maintain all files and time records for each case in safe storage for at least 5 years (or longer as necessary in view of the applicable statute of limitations for potential civil liability) following the last services rendered by Attorney in the case, unless such files are assigned to successor counsel in the case. Attorney shall make such records available to Court or County upon request.

8. AVAILABILITY & OFFICE REQUIREMENTS

Attorney shall at sole expense maintain a principal office within Tehama County, which shall be open at reasonable times on regular business days. Attorney shall provide, at his own expense, all office space, furniture, equipment, supplies, paper, libraries, telephone service, and clerical assistance required for the competent and effective performance of his duties under this contract.

Attorney shall be available at such reasonable times and places so that indigent persons will not suffer undue inconvenience in being able to contact and confer with Attorney.

9. EXPENSES AND SERVICES TO BE PAID BY COUNTY

County shall pay for all services of the Court Reporter wherein such services are required by law, together with transcripts thereof. County shall also pay, subject to Court approval, all witness fees, including those of expert witnesses; fees for the services of Court authorized laboratories, forensic services, medical or other technical experts, and investigative personnel; or as otherwise may be required by statute or case law. County shall pay the above services only upon Court authorization made prior to the rendition of such services and only upon a motion showing the need therefor. Payment of the above fees by County shall not reduce the compensation of Attorney, as provided for in Paragraph 1, supra. If investigative services are required, Attorney shall utilize the investigator(s) under contract with County, unless each such investigator certifies in writing that they have a conflict or are otherwise reasonably unable to perform the requested services.

10. CHANGE OF VENUE FROM TEHAMA COUNTY

In the event that Attorney is performing services under this agreement in a proceeding which is ordered transferred from Tehama County to another County, Attorney shall be paid, in addition to the compensation amount provided for in Paragraph 1, a reasonable amount to be determined by the Tehama County Superior Court for travel, lodging, meals and other extraordinary expenses.

11. INDEPENDENT CONTRACTOR

It is agreed and understood that Attorney is an independent contractor and under no circumstances shall Attorney nor his employees, agents and servants be deemed to be employees, agents or servants of the County of Tehama. Attorney shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, withholding, Social Security and worker's compensation insurance, both for Attorney and for his employees.

12. LIABILITY AND INDEMNIFICATION

It is hereby agreed that County is relying upon the certification of the State Bar of California as indicative of Attorney's right to practice law and the Attorney represents that he is a competent and professional practitioners of law admitted to practice in California. Attorney agree to defend and hold County harmless as to any and all claims against County, County employees, agents or servants arising from or relating to actions performed by Attorney and/or any employees, agents, or servants in their performance or attempted performance of this agreement, including, but not limited to, claims of negligence and malpractice. It is further agreed that Attorney will indemnify County and hold it harmless as to all costs incurred by County in the defense of any action alleged to arise from Attorney's performance or attempted performance under this Agreement.

In the event that an Attorney becomes unable to practice law in the State of California, or fails to perform his obligations under this Agreement, then this Agreement shall immediately terminate and Attorney shall have no further rights hereunder and any unearned compensation (determined on a pro rata basis) shall be returned to County.

Attorney shall each maintain an errors and omissions policy with limits of Two Million Dollars ($2,000,000). Evidence of coverage shall be provided to the satisfaction of the County.

13. ASSIGNMENT AND SUBCONTRACTING

Inasmuch as this agreement is intended to secure the specialized services of Attorney, Attorney may not assign, transfer, delegate or sublet any interest herein without the prior written consent of County. County expects that Attorney will provide the legal services required under this Agreement personally. Attorney may from time to time use other equally competent Attorneys as temporary substitutes, for a limited purpose, if acceptable to the court.

14. TERMINATION OF AGREEMENT

If Attorney fails to perform his/her duties to the satisfaction of the Court, then upon notification from the Presiding Judge of the Superior Court to the County, or if Attorney violates any of the terms or provisions of this Agreement, then the County shall have the right to terminate this Agreement effective immediately upon the County giving written notice thereof to the Attorney.

Either party to this Agreement may without cause terminate their rights and obligations under this Agreement upon ninety (90) days written notice to the other party. County shall terminate the Agreement as to any Attorney determined by the Superior Court not to be properly performing their duties hereunder. County may terminate this Agreement immediately should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year. Notwithstanding the foregoing, Attorney shall not be relieved of his obligation to represent any indigent defendant until such time as the Court relieves Attorney or the case is otherwise concluded.

The County's right to terminate this agreement may be exercised by the Chief Administrator

15. TERMINATION OF OBLIGATION TO REPRESENT

Upon expiration or other termination of this contract, Attorney shall continue to represent any client then being represented under this contract unless relieved by the judge presiding in the case, and shall be entitled to receive compensation for work performed on such unfinished cases after the effective date of termination at the rate of one hundred sixty ($160.00) dollars per hour. Both parties will attempt to achieve a smooth transition in the event that this Agreement is terminated for any reason. Attorney will attempt to transfer all unfinished cases to other Attorneys who have contracted with County by the effective date of such termination.

16. APPOINTMENT OF NON-CONTRACT ATTORNEYS

The court may appoint non-contracting counsel when, in the Judge's discretion, court efficiency or the rights of a defendant so require. The parties acknowledge that the court will endeavor to appoint non-contracting counsel only when all of the Attorneys who have contracted with County have each individually declared a conflict. Attorney contracting with County shall accept such conflict appointments without additional compensation.

17. RENEGOTIATION IN THE EVENT OF NEW LEGISLATION

In the event that any legislation effective on or after January 2, 2026 creates a new right to court appointed counsel in any proceeding for which no such right existed on January 1, 2026, and such legislation causes a "Substantial Workload Increase" for Attorney, County and Attorney may agree to increase Attorney's compensation in recognition of such additional work. In the event that no such agreement can be reached, Attorney may terminate this Agreement in accordance with

Section 14. For purposes of this Agreement, "Substantial Workload Increase" shall mean a documented increase of at least ten percent (10%) in the average monthly number of hours required to complete Attorney's duties under this Agreement, attributable to such legislation.

18. ENTIRE AGREEMENT; MODIFICATION

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

19. GREEN PROCUREMENT POLICY

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

20. LAW AND VENUE

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

21. NOTICES

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

If to County: Office of the Tehama County Counsel
727 Oak St.
Red Bluff, CA 96080

If to Attorney: Alessio C. Larrabee
1104 Walnut St.
Red Bluff, CA 96080

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

22. RESOLUTION OF AMBIGUITIES

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

23. NO THIRD PARTY BENEFICIARIES

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

24. COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civil Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic

identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

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

COUNTY OF TEHAMA

Date: _____

_____
Chair, Board of Supervisors

Date: 11-17-25

_____
ALESSIO C. LARRABEE
Attorney at Law

Vendor Number

2026-53230
Budget Account Number

Attachment 1

PUBLIC DEFENDER QUARTERLY CONFLICT CASE DECLARATIONS REPORT

Name of Attorney: _____

Quarter / Year: _____

Case Name	Case Number	Principal Charge	Reason for Conflict

Signature: _____ Date: _____

Please use additional sheets if necessary

E-Contract Review
Approval as to Form

Department Name: Administration

Vendor Name: Alessio Larrabee

Contract Description: For the purpose of Public Defender Agreement

APPROVED AS TO FORM:



Date: 11/13/2025

Office of the Tehama County Counsel
Margaret Long, County Counsel

AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND ODEH E. HIJAZEEN

This Agreement is entered into between the County of Tehama ("County") and Odeh E. Hijazeen ("Attorney") for the purpose of having Attorney provide representation as a public defender to indigent criminal defendants in criminal matters arising within Tehama County, as may from time to time assigned by the courts.

Now therefore, in consideration of the mutual obligations and promises set forth herein, the parties agree as follows:

1. ATTORNEY TO SERVE AS A PUBLIC DEFENDER

In consultation with the Presiding Judge of the Superior Court of the County of Tehama, County hereby retains Attorney to serve as a public defender to represent indigent persons in matters before the courts in Tehama County. The parties acknowledge and agree that the Tehama County Superior Court has determined that Attorney possesses the requisite ability to adequately represent indigent persons in the matters described herein before the Court, and that the compensation provided for herein has been established as reasonable compensation for appointed counsel after consideration of the factors set forth in Penal Code section 987.3.

In providing service as a public defender Attorney shall at all times maintain the professional licensing required by the California State Bar and shall otherwise comport to the professional standards required of a licensed Attorney within California.

2. RESPONSIBILITIES OF ATTORNEY

During the term of this agreement, Attorney shall serve as one of three primary public defenders for indigents in all criminal matters and related proceedings pending or initiated in or before the Tehama County courts, or in any other court authorized by law to hear criminal matters when a case arising in Tehama County is transferred to a court in another County. As one of three Attorneys assigned as the primary public defenders in the County it is the intent that Attorney shall provide legal representation to approximately one-third ($1/3^{rd}$) of the indigent criminal defendants in matters within Tehama County. In addition, Attorney may be required by the courts to provide staff to the Tehama County drug court program and behavioral health court when such other Attorney who regularly performs that service is otherwise temporarily unavailable not to exceed a

duration of one month at any time, such as additional service to be without additional compensation.

Attorney's services and representation shall include all criminal proceedings and related matters before the Superior and Juvenile Courts in Tehama County and any magistrate. Representation shall include without limitation proceedings from the inception of the filing of criminal charges against an indigent person to the conclusion of each case and shall include proceedings involving (1) any indigent previously convicted of a crime; (2) indigents charged with criminal contempt; and (3) mental health matters and habeas corpus (other than proceedings relating to conservatorships and detentions under the Lanterman-Petris-Short Act. Representation shall also include proceedings involving any person who has been certified by the Juvenile Court to be tried as an adult. Attorney's representation shall not include prosecuting any appeal on behalf of any indigent defendant otherwise represented by Attorney, provided however, that Attorney shall be responsible for timely filing the notice of appeal on behalf of any client.

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Attorney shall not represent any client covered by this Agreement in any civil action or proceeding against the County or any officer or employee thereof.

3. COMPENSATION

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For the term from January 1, 2027, to December 31, 2027, compensation shall, for the full year, be in the amount of $222,200;

For the term from January 1, 2028, to December 31, 2028, compensation shall, for the full year, be in the amount of $224,422;

All annual amounts shall be prorated for any partial years or months worked by Attorney during the term of this Agreement.

The compensation set forth above shall not preclude Attorney from being separately compensated for representation of indigent defendants on any matter as to which Attorney was

appointed to provide such representation prior to the effective date of this Agreement (January 1, 2026). It is the intent of this provision that compensation under this Agreement as set forth above shall cover representation by Attorney for indigents on matters, as to which, Attorney is appointed as counsel on or after January 1, 2026.

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fiscal year. Notwithstanding the foregoing, Attorney shall not be relieved of his obligation to represent any indigent defendant until such time as the Court relieves Attorney or the case is otherwise concluded.

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If to County: Office of the Tehama County Counsel
727 Oak St.
Red Bluff, CA 96080

If to Attorney: Odeh E. Hijazeen
334 Washington Street
Red Bluff, CA 96080

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

22. RESOLUTION OF AMBIGUITIES

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

23. NO THIRD PARTY BENEFICIARIES

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

24. COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING

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

Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

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

COUNTY OF TEHAMA

Date: _____

_____
Chair, Board of Supervisors

Date: 11/22/2025

_____
ODEH E. HIJAZEEN
Attorney at Law

Vendor Number

2026-53230
Budget Account Number

Attachment 1

PUBLIC DEFENDER QUARTERLY CONFLICT CASE DECLARATIONS REPORT

Name of Attorney: _____

Quarter / Year: _____

Case Name	Case Number	Principal Charge	Reason for Conflict

Signature: _____ Date: _____

Please use additional sheets if necessary

E-Contract Review
Approval as to Form

Department Name: Administration

Vendor Name: Odeh Hijazeen

Contract Description: For the purpose of Public Defender Agreement

APPROVED AS TO FORM:



Date: 11/13/2025

Office of the Tehama County Counsel
Margaret Long, County Counsel

AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND CHRISTOPHER R. LOGAN

This Agreement is entered into between the County of Tehama ("County") and Christopher R. Logan ("Attorney"), for the purpose of having Attorney provide representation as a public defender to indigent criminal defendants in criminal matters arising within Tehama County, as may from time to time assigned by the courts.

Now therefore, in consideration of the mutual obligations and promises set forth herein, the parties agree as follows:

1. ATTORNEY TO SERVE AS A PUBLIC DEFENDER

In consultation with the Presiding Judge of the Superior Court of the County of Tehama, County hereby retains Attorney to serve as a public defender to represent indigent persons in matters before the courts in Tehama County. The parties acknowledge and agree that the Tehama County Superior Court has determined that Attorney possesses the requisite ability to adequately represent indigent persons in the matters described herein before the Court, and that the compensation provided for herein has been established as reasonable compensation for appointed counsel after consideration of the factors set forth in Penal Code section 987.3.

In providing service as a public defender Attorney shall at all times maintain the professional licensing required by the California State Bar and shall otherwise comport to the professional standards required of a licensed Attorney within California.

2. RESPONSIBILITIES OF ATTORNEY

During the term of this agreement, Attorney shall serve as one of three primary public defenders for indigents in all criminal matters and related proceedings pending or initiated in or before the Tehama County courts, or in any other court authorized by law to hear criminal matters when a case arising in Tehama County is transferred to a court in another County. Attorney shall serve as public defender for indigents in Tehama County Juvenile Court Delinquency cases. In addition, Attorney shall provide legal representation to indigent persons when appointed by the court, in matters before the Juvenile Traffic Hearing Officer; juvenile habeas corpus proceedings; and LPS conservatorship proceeding involving juveniles. As one of three Attorneys assigned as the primary public defenders in the County it is the intent that Attorney shall provide legal

representation to approximately one-third (1/3rd) of the indigent criminal defendants in matters within Tehama County. In addition, Attorney may be required by the courts to provide staff to the Tehama County drug court program and behavioral health court when such other Attorney who regularly performs that service is otherwise temporarily unavailable not to exceed a duration of one month at any time, such as additional service to be without additional compensation.

Attorney's services and representation shall include all criminal proceedings and related matters before the Superior and Juvenile Courts in Tehama County and any magistrate. Representation shall include without limitation proceedings from the inception of the filing of criminal charges against an indigent person to the conclusion of each case and shall include proceedings involving (1) any indigent previously convicted of a crime; (2) indigents charged with criminal contempt; and (3) mental health matters and habeas corpus (other than proceedings relating to conservatorships and detentions under the Lanterman-Petris-Short Act. Representation shall also include proceedings involving any person who has been certified by the Juvenile Court to be tried as an adult. Attorney's representation shall not include prosecuting any appeal on behalf of any indigent defendant otherwise represented by Attorney, provided however, that Attorney shall be responsible for timely filing the notice of appeal on behalf of any client.

In addition to the foregoing, Attorney shall provide legal representation of indigents in all actions arising out of the subject matter of AB 109 (Chapter 15, Statutes of 2011) as amended by AB 117 (Chapter 39, Statutes of 2011) and ABX1 17 (Chapter 12, Statutes of 2011), including but not limited to revocations of parole, violations or revocations of split-sentence supervision, and matters relating to post-release supervision.

Attorney shall not represent any client covered by this Agreement in any civil action or proceeding against the County or any officer or employee thereof.

3. COMPENSATION

For the term from January 1, 2026 to December 31, 2026, compensation shall, for the full year, be in the amount of $242,400;

For the term from January 1, 2027 to December 31, 2027, compensation shall, for the full year, be in the amount of $242,400;

For the term from January 1, 2028 to December 31, 2028, compensation shall, for the full year, be in the amount of $244,824;

All annual amounts shall be prorated for any partial years or months worked by Attorney during the term of this Agreement.

The compensation set forth above shall not preclude Attorney from being separately compensated for representation of indigent defendants on any matter as to which Attorney was appointed to provide such representation prior to the effective date of this Agreement (January 1, 2026). It is the intent of this provision that compensation under this Agreement as set forth above shall cover representation by Attorney for indigents on matters, as to which, Attorney is appointed as counsel on or after January 1, 2026.

4. BILLING AND PAYMENT

County shall pay to Attorney the sums set forth in Paragraph 3. The Auditor of Tehama County will pay to each attorney one-twelfth (1/12) of the annual sum provided for in Paragraph 3 on the last business day of January, 2026 and on the last business day of each succeeding month through December, 2028.

5. TERM OF AGREEMENT

This agreement shall be for a terms of three years, commencing on January 1, 2026, provided however that Attorney shall be responsible for continuing to represent indigents in any matter beyond the initial term until such matters are otherwise concluded or the court has approved a substitution of counsel in such matters. Compensation for matters continuing beyond the end of the three year term shall be at the rate of $160.00 per hour.

6. PRESENCE OF CONFLICTS

County acknowledges that in some instances Attorney cannot represent an indigent party who is entitled by law to court appointed counsel because the law of this state, including Rules of Professional Responsibility, prohibit such representation. Therefore, Attorney is only required to provide services for those clients which Attorney may properly represent under the laws of this state and the Rules of Professional Responsibility. Promptly after any appointment Attorney shall determine whether any conflict of interest exists and shall notify the Court immediately upon learning of any such conflict, and to assist in the transfer of the case to another Attorney contracting with County to provide indigent defense services.

Attorney shall provide to County a quarterly Public Defender Conflict Case Declarations report of all conflict declarations by the Attorney during the preceding calendar quarter. The report shall be submitted to the Tehama County Counsel's office within fifteen (15) calendar days of the end of each quarter (i.e., January 15th, April 15th, July 15th, and October 15th) and shall include:
(a) The non-confidential reason for each conflict declaration;
(b) Case name, number, and whether AB 109;
(c) Principal charge

Attorney shall utilize County's form, which is attached hereto as Attachment 1. If Attorney fails to timely submit any Public Defender Conflict Case Declarations report, County may withhold payment for that Attorney's services until the next month after the report is received. Attorney shall cooperate in any procedure adopted by the courts to determine eligibility for court-appointed counsel. Attorney shall inform the Court if they believe a party is or has become ineligible for court-appointed counsel and shall also inform any party determined to be ineligible of the right to a court hearing on that question. Any determination by the court as to eligibility shall be binding upon the Attorney. Attorneys shall cooperate in any referral by the Court to the Collections Supervisor as ordered by the Court for the purpose of determining the party's ability to reimburse the County for indigent defender and probation-related services. In the event that any hearing is held regarding the ability to repay the County, Attorney agrees that he will represent the original client at no additional cost.

7. RECORD KEEPING

Attorney shall keep such records as may be required by the Court or County, including, but not limited to, records adequate for the purpose of determining the amount of reasonable time and Attorney's fees earned on cases attorney is appointed to, including AB 109 cases. The records to be maintained include the number and types of cases assigned to Attorney, and a per-case activity breakdown, without revealing information which is privileged or may otherwise compromise the defense of pending cases, sufficient to assist in establishing the cost of representing persons represented pursuant to this agreement as well as in monitoring and determining appropriate case and work load. Attorney shall maintain all files and time records for each case in safe storage for at least 5 years (or longer as necessary in view of the applicable statute of limitations for potential civil liability) following the last services rendered by Attorney in the case, unless such files are

assigned to successor counsel in the case. Attorney shall make such records available to Court or County upon request.

8. AVAILABILITY & OFFICE REQUIRMENTS

Attorney shall at sole expense maintain a principal office within Tehama County, which shall be open at reasonable times on regular business days. Attorney shall provide, at his own expense, all office space, furniture, equipment, supplies, paper, libraries, telephone service, and clerical assistance required for the competent and effective performance of his duties under this contract. Attorney shall be available at such reasonable times and places so that indigent persons will not suffer undue inconvenience in being able to contact and confer with Attorney.

9. EXPENSES AND SERVICES TO BE PAID BY COUNTY

County shall pay for all services of the Court Reporter wherein such services are required by law, together with transcripts thereof. County shall also pay, subject to Court approval, all witness fees, including those of expert witnesses; fees for the services of Court authorized laboratories, forensic services, medical or other technical experts, and investigative personnel; or as otherwise may be required by statute or case law. County shall pay the above services only upon Court authorization made prior to the rendition of such services and only upon a motion showing the need therefor. Payment of the above fees by County shall not reduce the compensation of Attorney, as provided for in Paragraph 1, supra. If investigative services are required, Attorney shall utilize the investigator(s) under contract with County, unless each such investigator certifies in writing that they have a conflict or are otherwise reasonably unable to perform the requested services.

10. CHANGE OF VENUE FROM TEHAMA COUNTY

In the event that Attorney is performing services under this agreement in a proceeding which is ordered transferred from Tehama County to another County, Attorney shall be paid, in addition to the compensation amount provided for in Paragraph 1, a reasonable amount to be determined by the Tehama County Superior Court for travel, lodging, meals and other extraordinary expenses.

11. INDEPENDENT CONTRACTOR

It is agreed and understood that Attorney is an independent contractor and under no circumstances shall Attorney nor his employees, agents and servants be deemed to be employees, agents or servants of the County of Tehama. Attorney shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, withholding, Social Security and worker's compensation insurance, both for Attorney and for his employees.

12. LIABILITY AND INDEMNIFICATION

It is hereby agreed that County is relying upon the certification of the State Bar of California as indicative of Attorney's right to practice law and the Attorney represents that he is a competent and professional practitioners of law admitted to practice in California. Attorney agree to defend and hold County harmless as to any and all claims against County, County employees, agents or servants arising from or relating to actions performed by Attorney and/or any employees, agents, or servants in their performance or attempted performance of this agreement, including, but not limited to, claims of negligence and malpractice. It is further agreed that Attorney will indemnify County and hold it harmless as to all costs incurred by County in the defense of any action alleged to arise from Attorney's performance or attempted performance under this Agreement.

In the event that an Attorney becomes unable to practice law in the State of California, or fails to perform his obligations under this Agreement, then this Agreement shall immediately terminate and Attorney shall have no further rights hereunder and any unearned compensation (determined on a pro rata basis) shall be returned to County.

Attorney shall each maintain an errors and omissions policy with limits of Two Million Dollars ($2,000,000). Evidence of coverage shall be provided to the satisfaction of the County.

13. ASSIGNMENT AND SUBCONTRACTING

Inasmuch as this agreement is intended to secure the specialized services of Attorney, Attorney may not assign, transfer, delegate or sublet any interest herein without the prior written consent of County. County expects that Attorney will provide the legal services required under this Agreement personally. Attorney may from time to time use other equally competent Attorneys as temporary substitutes, for a limited purpose, if acceptable to the court.

14. TERMINATION OF AGREEMENT

If Attorney fails to perform his/her duties to the satisfaction of the Court, then upon notification from the Presiding Judge of the Superior Court to the County, or if Attorney violates any of the terms or provisions of this Agreement, then the County shall have the right to terminate this Agreement effective immediately upon the County giving written notice thereof to the Attorney.

Either party to this Agreement may without cause terminate their rights and obligations under this Agreement upon ninety (90) days written notice to the other party. County shall terminate the Agreement as to any Attorney determined by the Superior Court not to be properly performing their duties hereunder. County may terminate this Agreement immediately should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year. Notwithstanding the foregoing, Attorney shall not be relieved of his obligation to represent any indigent defendant until such time as the Court relieves Attorney or the case is otherwise concluded.

The County's right to terminate this agreement may be exercised by the Chief Administrator.

15. TERMINATION OF OBLIGATION TO REPRESENT

Upon expiration or other termination of this contract, Attorney shall continue to represent any client then being represented under this contract unless relieved by the judge presiding in the case, and shall be entitled to receive compensation for work performed on such unfinished cases after the effective date of termination at the rate of one hundred sixty ($160.00) dollars per hour. Both parties will attempt to achieve a smooth transition in the event that this Agreement is terminated for any reason. Attorney will attempt to transfer all unfinished cases to other Attorneys who have contracted with County by the effective date of such termination.

16. APPOINTMENT OF NON-CONTRACT ATTORNEYS

The court may appoint non-contracting counsel when, in the Judge's discretion, court efficiency or the rights of a defendant so require. The parties acknowledge that the court will endeavor to appoint non-contracting counsel only when all of the Attorneys who have contracted with County have each individually declared a conflict. Attorney contracting with County shall accept such conflict appointments without additional compensation.

17. RENEGOTIATION IN THE EVENT OF NEW LEGISLATION

In the event that any legislation effective on or after January 2, 2026 creates a new right to court appointed counsel in any proceeding for which no such right existed on January 1, 2026, and such legislation causes a "Substantial Workload Increase" for Attorney, County and Attorney may agree to increase Attorney's compensation in recognition of such additional work. In the event that no such agreement can be reached, Attorney may terminate this Agreement in accordance with Section 14. For purposes of this Agreement, "Substantial Workload Increase" shall mean a documented increase of at least ten percent (10%) in the average monthly number of hours required to complete Attorney's duties under this Agreement, attributable to such legislation.

18. ENTIRE AGREEMENT; MODIFICATION

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

19. GREEN PROCUREMENT POLICY

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

20. LAW AND VENUE

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

21. NOTICES

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

If to County:	Office of the Tehama County Counsel 727 Oak St. Red Bluff, CA 96080
If to Attorney:	Christopher R. Logan 345 Hickory Street, Room 1 Red Bluff, CA 96080

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

22. RESOLUTION OF AMBIGUITIES

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

23. NO THIRD PARTY BENEFICIARIES

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

24. COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING

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

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

COUNTY OF TEHAMA

Date: _____

_____
Chair, Board of Supervisors

Date: 11-20-25

_____
CHRISTOPHER R. LOGAN
Attorney at Law

Vendor Number

2026-53230

Budget Account Number

Attachment 1

PUBLIC DEFENDER QUARTERLY CONFLICT CASE DECLARATIONS REPORT

Name of Attorney: _____

Quarter / Year: _____

Case Name	Case Number	Principal Charge	Reason for Conflict

Signature: _____ Date: _____

Please use additional sheets if necessary

E-Contract Review
Approval as to Form

Department Name: Administration

Vendor Name: Christopher Logan

Contract Description: For the purpose of Public Defender Agreement

APPROVED AS TO FORM:



Date: 11/13/2025

Office of the Tehama County Counsel
Margaret Long, County Counsel

AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND KENNETH A. MILLER

This Agreement is entered into between the County of Tehama ("County") and Kenneth A. Miller ("Attorney"), for the purpose of having Attorney provide representation as a public defender to indigent criminal defendants in criminal matters arising within Tehama County, as may from time to time assigned by the courts.

Now therefore, in consideration of the mutual obligations and promises set forth herein, the parties agree as follows:

1. ATTORNEY TO SERVE AS A PUBLIC DEFENDER

In consultation with the Presiding Judge of the Superior Court of the County of Tehama, County hereby retains Attorney to serve as a public defender to represent indigent persons in matters before the courts in Tehama County, in matters where the primary public defenders are conflicted from representing an indigent persons or otherwise unavailable. The parties acknowledge and agree that the Tehama County Superior Court has determined that Attorney possesses the requisite ability to adequately represent indigent persons in the matters described herein before the Court, and that the compensation provided for herein has been established as reasonable compensation for appointed counsel after consideration of the factors set forth in Penal Code section 987.3.

In providing service as a public defender Attorney shall at all times maintain the professional licensing required by the California State Bar and shall otherwise comport to the professional standards required of a licensed Attorney within California.

2. RESPONSIBILITIES OF ATTORNEY

During the term of this agreement, Attorney shall serve as counsel for indigents who are otherwise entitled to court appointed counsel, when all three of the primary public defenders are otherwise conflicted or unavailable, in all matters pending or initiated in or before the Tehama County courts, or in any other court authorized by law to hear matters when a case arising in Tehama County is transferred to a court in another County. As one of the Attorneys assigned as a conflict public defender in the County it is the intent that Attorney shall provide legal representation in matters within Tehama County pending in or originating in the Tehama County

courts, where the three primary public defenders are each conflicted or their service has been excused by the court.

Attorney's services and representation shall include all of the following

- Felony proceedings
- Misdemeanor proceedings
- Juvenile court proceedings
- Sentencing and resentencing proceedings
- Contempt proceedings, including without limitation, family law and child support contempt proceedings
- Habeas corpus proceedings
- Actions arising out of the subject matter of AB 109 (Chapter 15, Statutes of 2011) as amended by AB 117 (Chapter 39, Statutes of 2011) and ABX1 17 (Chapter 12, Statutes of 2011), including but not limited to revocations of parole, violations or revocations of split-sentence supervision, and matters relating to post-release supervision.

Unless Attorney is excused by the court, Attorney shall be responsible to provide such representation whenever appointed by the court.

Attorney shall not represent any client covered by this Agreement in any civil action or proceeding against the County or any officer or employee thereof.

3. COMPENSATION

For the term from January 1, 2026 to December 31, 2026, compensation shall, for the full year, be in the amount of $53,076.01;

For the term from January 1, 2027 to December 31, 2027, compensation shall, for the full year, be in the amount of $53,076.01;

For the term from January 1, 2028 to December 31, 2028, compensation shall, for the full year, be in the amount of $53,606.77;

All annual amounts shall be prorated for any partial years or months worked by Attorney during the term of this Agreement.

The compensation set forth above shall not preclude Attorney from being separately compensated for representation of indigent defendants on any matter as to which Attorney was appointed to provide such representation prior to the effective date of this Agreement (January 1,

2026). It is the intent of this provision that compensation under this Agreement as set forth above shall cover representation by Attorney for indigents on matters, as to which, Attorney is appointed as counsel on or after January 1, 2026.

4. BILLING AND PAYMENT

County shall pay to Attorney the sums set forth in Paragraph 3. The Auditor of Tehama County will pay to each attorney one-twelfth (1/12) of the annual sum provided for in Paragraph 3 on the last business day of January, 2026 and on each succeeding month through December, 2028.

5. TERM OF AGREEMENT

This agreement shall be for a term of three years, commencing on January 1, 2026, provided however that Attorney shall be responsible for continuing to represent indigents in any matter beyond the initial term until such matters are otherwise concluded or the court has approved a substitution of counsel in such matters. Compensation for matters continuing beyond the end of the three year term shall be at the rate of $160.00 per hour.

6. PRESENCE OF CONFLICTS

County acknowledges that in some instances Attorney cannot represent an indigent party who is entitled by law to court appointed counsel because the law of this state, including Rules of Professional Responsibility, prohibit such representation. Therefore, Attorney is only required to provide services for those clients which Attorney may properly represent under the laws of this state and the Rules of Professional Responsibility. Promptly after any appointment Attorney shall determine whether any conflict of interest exists and shall notify the Court immediately upon learning of any such conflict, and to assist in the transfer of the case to another Attorney contracting with County to provide indigent defense services.

Attorney shall provide to County a quarterly Public Defender Conflict Case Declarations report of all conflict declarations by the Attorney during the preceding calendar quarter. The report shall be submitted to the Tehama County Counsel's office within fifteen (15) calendar days of the end of each quarter (i.e., January 15th, April 15th, July 15th, and October 15th) and shall include:

(a) The non-confidential reason for each conflict declaration;

(b) Case name and number, and whether AB 109;

(c) Principal charge

Attorney shall utilize County's form, which is attached hereto as Attachment 1. If Attorney fails to timely submit any Public Defender Conflict Case Declarations report, County may withhold payment for that Attorney's services until the next month after the report is received. Attorney shall cooperate in any procedure adopted by the courts to determine eligibility for court-appointed counsel. Attorney shall inform the Court if they believe a party is or has become ineligible for court-appointed counsel and shall also inform any party determined to be ineligible of the right to a court hearing on that question. Any determination by the court as to eligibility shall be binding upon the Attorney. Attorneys shall cooperate in any referral by the Court to the Collections Supervisor as ordered by the Court for the purpose of determining the party's ability to reimburse the County for indigent defender and probation-related services. In the event that any hearing is held regarding the ability to repay the County, Attorney agrees that he will represent the original client at no additional cost.

7. RECORD KEEPING

Attorney shall keep such records as may be required by the Court or County, including, but not limited to, record adequate for the purpose of determining the amount of reasonable time and Attorney's fees earned on cases attorney is appointed to, including AB 109 cases. The records to be maintained include the number and types of cases assigned to Attorney, and a per-case activity breakdown, without revealing information which is privileged or may otherwise comprise the defense of pending cases, sufficient to assist in establishing the cost of representing persons represented pursuant to this agreement as well as in monitoring and determining appropriate case and workload. Attorney shall maintain all files and time records for each case in safe storage for at least 5 years (or longer as necessary in view of the applicable statute of limitations for potential civil liability) following the last services rendered by Attorney in the case, unless such files are assigned to successor counsel in the case. Attorney shall make such records available to Court or County upon request.

8. EXPENSES AND SERVICES TO BE PAID BY COUNTY

County shall pay for all services of the Court Reporter wherein such services are required by law, together with transcripts thereof. County shall also pay, subject to Court approval, all witness fees, including those of expert witnesses; fees for the services of Court authorized

laboratories, forensic services, medical or other technical experts, and investigative personnel; or as otherwise may be required by statute or case law. County shall pay the above services only upon Court authorization made prior to the rendition of such services and only upon a motion showing the need therefor. Payment of the above fees by County shall not reduce the compensation of Attorney, as provided for in Paragraph 1, supra. If investigative services are required, Attorney shall utilize the investigator(s) under contract with County, unless each such investigator certifies in writing that they have a conflict or are otherwise reasonably unable to perform the requested services.

9. CHANGE OF VENUE FROM TEHAMA COUNTY

In the event that Attorney is performing services under this agreement in a proceeding which is ordered transferred from Tehama County to another County, Attorney shall be paid, in addition to the compensation amount provided for in Paragraph 1, a reasonable amount to be determined by the Tehama County Superior Court for travel, lodging, meals and other extraordinary expenses.

10. INDEPENDENT CONTRACTOR

It is agreed and understood that Attorney is an independent contractor and under no circumstances shall Attorney nor his employees, agents and servants be deemed to be employees, agents or servants of the County of Tehama. Attorney shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, withholding, Social Security and worker's compensation insurance, both for Attorney and for his employees.

11. LIABILITY AND INDEMNIFICATION

It is hereby agreed that County is relying upon the certification of the State Bar of California as indicative of Attorney's right to practice law and the Attorney represents that he is a competent and professional practitioners of law admitted to practice in California. Attorney agree to defend and hold County harmless as to any and all claims against County, County employees, agents or servants arising from or relating to actions performed by Attorney and/or any employees, agents, or servants in their performance or attempted performance of this agreement, including, but not limited to, claims of negligence and malpractice. It is further agreed that Attorney will

indemnify County and hold it harmless as to all costs incurred by County in the defense of any action alleged to arise from Attorney's performance or attempted performance under this Agreement.

In the event that an Attorney becomes unable to practice law in the State of California, or fails to perform his obligations under this Agreement, then this Agreement shall immediately terminate and Attorney shall have no further rights hereunder and any unearned compensation (determined on a pro rata basis) shall be returned to County.

Attorney shall each maintain an errors and omissions policy with limits of Two Million Dollars ($2,000,000). Evidence of coverage shall be provided to the satisfaction of the County.

12. ASSIGNMENT AND SUBCONTRACTING

Inasmuch as this agreement is intended to secure the specialized services of Attorney, Attorney may not assign, transfer, delegate or sublet any interest herein without the prior written consent of County. County expects that Attorney will provide the legal services required under this Agreement personally. Attorney may from time to time use other equally competent Attorneys as temporary substitutes, for a limited purpose, if acceptable to the court.

13. TERMINATION OF AGREEMENT

If Attorney fails to perform his/her duties to the satisfaction of the Court, then upon notification from the Presiding Judge of the Superior Court to the County, or if Attorney violates any of the terms or provisions of this Agreement, then the County shall have the right to terminate this Agreement effective immediately upon the County giving written notice thereof to the Attorney.

Either party to this Agreement may without cause terminate their rights and obligations under this Agreement upon ninety (90) days written notice to the other party. County shall terminate the Agreement as to any Attorney determined by the Superior Court not to be properly performing their duties hereunder. County may terminate this Agreement immediately should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year. Notwithstanding the foregoing, Attorney shall not be relieved of his obligation to represent any indigent defendant until such time as the Court relieves Attorney or the case is otherwise concluded.

The County's right to terminate this agreement may be exercised by the Chief Administrator.

14. TERMINATION OF OBLIGATION TO REPRESENT

Upon expiration or other termination of this contract, Attorney shall continue to represent any client then being represented under this contract unless relieved by the judge presiding in the case, and shall be entitled to receive compensation for work performed on such unfinished cases after the effective date of termination at the rate of one hundred and sixty ($160.00) dollars per hour. Both parties will attempt to achieve a smooth transition in the event that this Agreement is terminated for any reason. Attorney will attempt to transfer all unfinished cases to other Attorneys who have contracted with County by the effective date of such termination.

15. APPOINTMENT OF NON-CONTRACT ATTORNEYS

The court may appoint non-contracting counsel when, in the Judge's discretion, court efficiency or the rights of a defendant so require. The parties acknowledge that the court will endeavor to appoint non-contracting counsel only when all of the Attorneys who have contracted with County have each individually declared a conflict. Attorney contracting with County shall accept such conflict appointments without additional compensation.

16. RENEGOTIATION IN THE EVENT OF NEW LEGISLATION

In the event that any legislation effective on or after January 2, 2026 creates a new right to court appointed counsel in any proceeding for which no such right existed on January 1, 2026, and such legislation causes a "Substantial Workload Increase" for Attorney, County and Attorney may agree to increase Attorney's compensation in recognition of such additional work. In the event that no such agreement can be reached, Attorney may terminate this Agreement in accordance with Section 14. For purposes of this Agreement, "Substantial Workload Increase" shall mean a documented increase of at least ten percent (10%) in the average monthly number of hours required to complete Attorney's duties under this Agreement, attributable to such legislation.

17. ENTIRE AGREEMENT; MODIFICATION

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Attorney shall be entitled to no other benefits other than those specified herein. No changes, amendments or

alterations shall be effective unless in writing and signed by both parties. Attorney specifically acknowledges that in entering into and executing this agreement, Attorney relies solely upon the provisions contained in this agreement and no other oral or written representation.

18. GREEN PROCUREMENT POLICY

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

19. LAW AND VENUE

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

20. NOTICES

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

If to County:
County Counsel
727 Oak St.
Red Bluff, CA 96080

If to Attorney:
Kenneth A. Miller
22630 Rodeo Avenue
Gerber, CA 96035

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

21. RESOLUTION OF AMBIGUITIES

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

22. NO THIRD PARTY BENEFICIARIES

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

23. COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING

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

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

COUNTY OF TEHAMA

Date: _____

_____

Chair, Board of Supervisors

Date: 11/25/2025

_____

KENNETH A. MILLER
Attorney at Law

Vendor Number

2026-53230

Budget Account Number

Attachment 1

PUBLIC DEFENDER QUARTERLY CONFLICT CASE DECLARATIONS REPORT

Name of Attorney: _____

Quarter / Year: _____

Case Name	Case Number	Principal Charge	Reason for Conflict

Signature: _____ Date:

_____Please use additional sheets if necessary

E-Contract Review
Approval as to Form

Department Name: Administration

Vendor Name: Kenneth Miller

Contract Description: For the purpose of Public Defender Agreement

APPROVED AS TO FORM:



Date: 11/13/2025

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Agenda Request Form

File #: 25-2024 **Agenda Date:** 12/9/2025 **Agenda #:** 4.

SOCIAL SERVICES

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Social Services Director to sign Amendment No. 1 with Shasta County Office of Education (Misc. Agree. 2025-170) for the provision of a Child Care Navigator, Trauma-Informed Care Training Services, and Temporary Emergency Child Care for Foster Caregivers, thereby increasing the total maximum compensation not to exceed $196,698, effective 7/1/25 and shall terminate 6/30/26 *(Subject to receipt of required insurance documentation)*

Financial Impact:
Navigator and Trauma Informed Care Training costs have been anticipated in the FY 25/26 Budget in 5013-532300, and Child Care Voucher costs in 5022-55402. This contract will be funded from State and Federal Funds via the Emergency Child Care Bridge annual allocation. There is no impact to the county General Fund.

Background Information:
This is an amendment to increase the total amount of the contract based on the increased allocation from the State. Shasta County has been providing these services since 2018. One of the primary barriers for potential families seeking to take in a foster child is the lack of access to child care immediately upon the child's placement in their home. With the Emergency Child Care program, resource families and families that have a child placed with them in an emergency are eligible to receive a six to twelve month payment or voucher for childcare and a childcare navigator. Tehama County Child Protective Services refers the family to Shasta County Office of Education for assistance in finding child care and paying the costs.

AGREEMENT BETWEEN
THE COUNTY OF TEHAMA AND
SHASTA COUNTY OFFICE OF EDUCATION

This agreement is entered into between the County of Tehama, through its Department of Social Services, ("County") and Shasta County Office of Education ("Contractor") for the purpose of providing Emergency Child Care Bridge ("Bridge") clients with services pursuant to the Bridge and APP requirements.

1. **RESPONSIBILITIES OF CONTRACTOR**

During the term of this agreement, Contractor shall provide services in accordance with the Scope of Work, Exhibit C, attached hereto and made a part of this agreement.

2. **RESPONSIBILITIES OF THE COUNTY**

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

3. **COMPENSATION**

Contractor shall be paid in accordance with the rates set forth in the Maximum Allocations, attached hereto as Exhibit "D" after satisfactorily completing the duties described in this Agreement. In addition, County shall reimburse Contractor for the actual and reasonable expenses for Childcare Vouchers, and Support of Additional Child Care Slots, incurred by Contractor in the performance of the work hereunder. The allocations set forth in the Maximum Allocations are inclusive of all other expenses. The Maximum Compensation payable under this Agreement shall not exceed $ 92,209. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify

County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

4. **BILLING AND PAYMENT**

On or before the 15th of each month, Contractor shall submit to County an itemized invoice (Exhibit E) for all services rendered during the preceding calendar month. County shall make payment of all undisputed amounts within 30 days of receipt of Contractor's invoice. County shall be obligated to pay only for services properly invoiced in accordance with this section.

5. **TIMELY SUBMISSION**

Notwithstanding section #4, Contractor shall submit a final undisputed invoice for payment no more than thirty (30) calendar days following the expiration or termination date of this Agreement. Said invoice should be clearly marked "Final Invoice", thus indicating that all payment obligations of the County under this Agreement have ceased and that no further payments are due or outstanding. County will not honor any delinquent invoice. Contractor will be deemed to have forfeited its right to payment and shall have no claim against County for payment, of any kind whatsoever, for any delinquent invoice.

6. **TERM OF AGREEMENT**

This agreement shall commence on July 1, 2025 and shall terminate June 30, 2026, unless terminated in accordance with section 7 below.

7. **TERMINATION OF AGREEMENT**

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

The County's right to terminate this agreement may be exercised by the Director, the Chairperson of the Tehama County Board of Supervisors or the Purchasing Agent, as indicated on the signatory page.

8. ENTIRE AGREEMENT; MODIFICATION

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

9. NONASSIGNMENT OF AGREEMENT

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

10. EMPLOYMENT STATUS

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

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

11. INDEMNIFICATION

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

12. INSURANCE

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

13. PREVAILING WAGE

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

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

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

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

14. NON-DISCRIMINATION

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

15. **GREEN PROCUREMENT POLICY**

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

16. **COMPLIANCE WITH LAWS AND REGULATIONS**

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

17. **LAW AND VENUE**

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

18. **AUTHORITY**

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

19. **NOTICES**

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

NOTICES TO COUNTY:	**NOTICES TO CONTRACTOR:**
Director Tehama County Department of Social Services P. O. Box 1515 Red Bluff, CA 96080 Fax: 530-527-5410	Mike Freeman, Superintendent 1644 Magnolia Avenue Redding, CA 96001 mfreeman@shastacoe.org eparker@shastacoe.org
ANALYST RESPONSIBLE TO RECEIVE REPORTS:	**PERSON RESPONSIBLE FOR REPORTING:**
Kim Granados, Staff Services Analyst, Tehama County Department of Social Services P.O. Box 1515 Red Bluff, CA 96080 OR emailed to ProgramAnalyst@tcdss.org OR delivered in person to 310 S. Main Street. Phone: 530-528-4170 Fax: 530-527-5410	Brandy Groves 43 Hilltop Drive Redding, CA 96003 Phone: 530-229-8515 bgroves@shastacoe.org
INVOICES SUBMITTED TO COUNTY:	**PERSON RESPONSIBLE FOR INVOICING:**
Tehama County Department of Social Services P.O. Box 1515 Red Bluff, CA 96080 OR delivered in person to: 310 S. Main Street., Red Bluff, CA 96080 Fax: 530-527-5410	Bianca Hauberg 43 Hilltop Drive Redding, CA 96003 Phone: 530-225-0171 bhauberg@shastacoe.org

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

20. **NON-EXCLUSIVE AGREEMENT:**

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

21. **STANDARDS OF THE PROFESSION**

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

22. **LICENSING OR ACCREDITATION**

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

23. **RESOLUTION OF AMBIGUITIES**

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

24. **NO THIRD PARTY BENEFICIARIES**

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

25. **HAZARDOUS MATERIALS**

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

Materials will be brought onto County property by Contractor, or any of its Subcontractors, during the performance of the services. County shall provide Safety Data Sheets for any Hazardous Materials that Contractor may be exposed to while on County property.

26. **HARASSMENT**

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

27. **COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING**

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

28. **EXHIBITS**

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

29. **OWNERSHIP OF DOCUMENTS**

All documents, notes, reports, electronic storage media, plans, or any other materials produced by Contractor during the term of this agreement for any purpose related to the agreement shall become the property of the County. Contractor shall deliver, upon full payment by the County for services rendered hereunder, all such materials to County.

30. **DOCUMENTS AND RETENTION**

1. Contractor and County agree to retain all documents relevant to this agreement for five years from the termination of the agreement or until all audits, Federal and/or State, are complete, whichever is later. Upon request, Contractor shall make available these records to the County, State, or Federal government representatives.

2. Contractor shall provide County all finished and unfinished reports, data, studies, photographs, charts and other documents prepared by Contractor pursuant to this agreement, should this agreement be terminated.

3. Contractor shall develop and maintain records concerning the services provided pursuant to this agreement. Contractor shall also provide all information necessary for quarterly reports or other reports required by County, State or the Federal government. Contractor shall fully cooperate with the County in providing any information needed by any governmental entity concerning this agreement.

31. **SEXUAL HARASSMENT**

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

with Exhibit B, Nondiscrimination Clause, attached hereto, and the Tehama County Sexual Harassment Policy, available upon request; both made part of this agreement.

32. **CONFLICT OF INTEREST**

Contractor and Contractor's employees shall have no interest and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this agreement.

33. **CONFIDENTIALITY**

The intent of this agreement is for the Contractor to provide Child Care Navigation services, Trauma-Informed Care Training, and an Emergency Child Care Bridge program. However, should specific information regarding the County's clients become known to Contractor, the following confidentiality rules shall apply:

a. Contractor shall require all employees, volunteers, agents, and officers to comply with the provisions of Section 10850 of the Welfare and Institutions Code and Manual of Policies and Procedures (MPP) Division 19, which provide that:

   1.) All applications and records concerning any individual made or kept by Contractor shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this program.

   2.) No person shall publish, disclose, use, permit or cause to be published or disclosed any list of persons receiving public social services, except as provided by law.

   3.) No person shall publish, disclose, use, permit or cause to be published, disclosed or used any confidential information pertaining to an applicant or recipient, except as provided by law.

b. Contractor shall ensure all employees, volunteers, agents, and officers comply with the above provisions, and shall inform all employees, agents, and officers that any person knowingly and intentionally violating such provisions is guilty of a misdemeanor.

c. During the term of this agreement, both parties may have access to information that is confidential or proprietary in nature. Both parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of

the other party or as required by law. This provision shall survive the termination, expiration, or cancellation of the agreement.

d. Notwithstanding any other provision of this Agreement, the Contractor agrees to protect the confidentiality of any and all patient, client, or resident medical information, which may be viewed in the process of doing his/her/its contracted services. The Contractor understands that he/she/it is subject to all of the confidentiality requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA); Title 42, Section 2.1 through 2.67-1, Code of Federal Regulations; and Confidentiality of Medical Information Act [Part 2.6 (commencing with Section 56)] of Division 1 of the Civil Code. Violation of the confidentiality of patient, client, or resident medical information may result in federally imposed fines and penalties and the cancellation of this agreement.

34. **AVAILABILITY OF FUNDS**

All funding under this agreement is subject to the availability of Federal, State, and County funds. If at any time during the period covered by this agreement the funding from any source is discontinued or decreased, this agreement shall no longer be binding upon the County or the Contractor, effective with the date funding is discontinued or decreased.

In the event of an audit exception or exceptions, the party responsible for not meeting the program requirement or requirements shall be responsible for the deficiency.

35. **MONITORING, VIOLATIONS, BREACHES OF AGREEMENT**

The County may monitor the Contractor's performance to assure compliance with the terms, conditions, and specifications of this agreement.

Contractor shall develop and make known to recipients the procedure for presenting grievances or complaints regarding services and shall be able to present the procedure to County at any time. This shall include informing recipients of their right to a State hearing.

The County may take appropriate remedies, such as fiscal penalties or withhold payment in instances whereas the Contractor or any person employed by Contractor, in any capacity during the progress of the work, whether by negligence or otherwise breach or violate any provision of this agreement.

36. **MISCELLANEOUS PROVISIONS**

Contractor will recognize the mandatory standards and policies relating to energy efficiency in the state energy conservation plan. {Title 24, California Administrative Code}.

If the amount of this agreement is in excess of $10,000.00, Contractor is required to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR Part 60).

If the amount of this agreement is in excess of $100,000.00, Contractor is required to comply with Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

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

TEHAMA COUNTY DEPARTMENT OF SOCIAL SERVICES

Date: May 29, 2025

Bekkie F. Emery, Social Services Director

SHASTA COUNTY OFFICE OF EDUCATION

Date: 5/29/25

Mike Freeman, Superintendent

23781
Vendor Number

5013-532300
Budget Account Number

93.658
Federal Funding CFDA #

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

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

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

Automobile Liability

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

Workers' Compensation

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

Professional Liability (Contractor/Professional services standard agreement only)

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

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

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

Endorsements: Additional Insureds

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

The certificate holder shall be "County of Tehama."

Deductibles and Self-Insured Retentions

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

Primary Insurance Coverage

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

Coverage Cancellation

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

Acceptability of Insurers

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

Subcontractors

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

Material Breach

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

Policy Obligations

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

Verification of Coverage

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

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

EXHIBIT B

NONDISCRIMINATION CLAUSE

The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975; as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code Section 11135-11139.5, as amended; California Government Code Section 12940 (c), (h) (1), (I), and (j); California Government Code, Section 4450; Title 22, California Code of Regulations Section 98000-98413; the Dymally-Alatorre Bilingual Services Act; Section 1808 Removal of Barriers to Inter Ethnic Adoption Act of 1996 and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91; 7 CFR Part 15; and 28 CFR Part 35], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of age, sex, color disability, national origin, race, marital status, religion or political affiliation be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HERREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement. THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited. By ACCEPTING THE ASSURANCE, the 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 the Contractor directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

EXHIBIT C
SCOPE OF WORK

Emergency Child Care Bridge Program for Foster Children Shasta County Office of Education
July 2025- June 2026

PURPOSE
This Agreement between Tehama County Social Services (County) and Shasta County Office of Education (Contractor) a Child Care Resource and Referral (R&R) and Alternative Payment Program (APP) provider, is to support foster families eligible for the Emergency Child Care Bridge Program. Eligibility criteria is determined by the county. This program is designed to assist the working foster parent, and should only be used for that manner. For example: The foster parent must be working and the daycare must be scheduled for their working times. If working part-time, day care will be part-time.

Foster Parents ***NOT*** eligible for this service include:

- For socialization or daycare purpose while Foster Parent is not working.
- Looking for work.
- Retired person.

The four main components of the Bridge Program are time-limited child care vouchers, child care navigator, and trauma-informed care (TIC) training /coaching and county operations.

POPULATION TO BE SERVED
Families with children in the foster care system ages 0 through 12, and for youth who are severely disabled or with exceptional needs up to age 21.

CONTRACTOR AGREES TO
Shasta County Office of Education (SCOE) shall:

A. Administer the Bridge Program in accordance with State of California Department of Social Services (CDSS) letters and notices (e.g., All County Letters [ACL] 17-109, 19-18, 18-73, 18- 80E 21-44; All County Welfare Directors Letters 8-23-19, 4-23-20, 10-02-20, 4-20-2021, 6-2-21, 12-21-21; Child Care Bulletin 21-18).
B. Maintain a sufficient network of qualified child care providers in order to place County clients within 30 days of referrals, and allow participating families a choice in selecting child care providers.
C. Provide information to parents and the community about the availability of child care in the area.
D. Ensure that, within 5 business days from the County referral, a child care navigator contacts referred foster families to offer child care navigator services that include the following:

1. Assistance to secure child care providers who meet the needs of the families and children.
2. Secure subsidized child care placements if eligible.
3. Develop long-term child care plans that minimize transitions or disruptions for the children.
4. Complete child care program applications and enrollment into child care programs.

E. Provide navigator services to referred foster families who do not receive Bridge vouchers.

F. After child care placements, provide County with the first and last dates that each child was in placement.

G. Participate in regularly scheduled telephone or virtual meetings, with the county's Social Worker who is in charge of the Bridge Program, about the status of and the services that the contractor has provided to current Bridge clients.

H. Issue time-limited vouchers for up to six-months or until the child is successfully transitioned into long-term child care paid through another source (subsidized or unsubsidized}, whichever is sooner, to County-referred foster families, parenting youth, and nonminor dependent parents for foster children from birth through age 12 and for children and youth who are severely disabled or have exceptional needs through age 21.

I. Request County to extend Bridge services for children who are nearing the six-month or twelve-month deadline and who do not have other child care subsidy options.

J. Make voucher payments in accordance with RMR as described in Section 8357 of the California Education Code and the California Code of Regulations, Title 5, Division 1, Chapter 19, Subchapter 2.5 (WIC Section 11461.6; ACL 17-109}; and other applicable voucher payment regulations issued by the state.

K. Provide access to Trauma-Informed Care (TIC) training and coaching to child care providers participating in the Bridge Program, as described in *Exhibit H TIC Plan:*

1. *Initial Engagement:* Three (3) attempts using multiple methods within two (2) weeks of child placement. Thereafter if not engaged, one (1) engagement attempt within one (1) year.

2. *Participation in TIC Training Tidbits:* Twenty-one (21) TIC Training Tidbits available on the private Facebook Social Learning Group per year.
3. *Coaching via Social Media:* Minimum one (1) post on private Facebook Feed per week.
4. *Coaching via Phone, Zoom, Home Visits:* Monthly contact with active providers. Minimum of two (2) home visits per year with willing providers.
5. *In-Person TIC Training:* One (1) in-person TIC Training provided per year.
6. *Intensive Coaching:* Upon request.

L. Create, distribute, and implement written procedures (Grievance Procedures}; whereby, recipients of services shall have the opportunity to express and have considered their views, grievances and complaints regarding the delivery of services pursuant to this agreement.

M. Ensure and provide written verification thereof to County that all staff and volunteers working or providing services under this Agreement receive appropriate clearance following a federal and state criminal records check and a California Department of Motor Vehicles record check.

N. Take reasonable steps to prevent the illegal use of agreement funds, and notify County of any suspected illegal use of agreement funds. If you know the foster parent or relative is not working, please do not fill out a referral and advise them that they are not eligible.

O. Acknowledge the funding source of all activities undertaken pursuant to this Agreement by including in any education and training materials, audio visual aids, interviews with press, flyers, or publications the following statement: "This activity (or program) has been funded (or sponsored) by the County of Tehama through the California Department of Social Services".

COUNTY AGREES TO

Pursuant to the terms and conditions of this agreement, County shall:

A. Opt-in biennially when intending to continue participation in the Bridge Program.
B. During the two-year timeframe, submit any changes to CDSS as an amended plan.

C. Establish local priorities and program parameters for implementation of the Bridge Program, consistent with its goals.
D. Use Bridge Program funding to complement county child welfare agency efforts to recruit, retain, and support eligible families and to supplement, not supplant, any existing funding already used to provide child care to children in home-based foster care placements.
E. Take steps to maximize funding from local, state and federal sources.
F. Determine eligibility of foster caregivers/families and children for Bridge services, based on CDSS letters and notices (e.g., All County Letters [ACL] ACL 21-14 and ACL 19-28) and WIC 11461.G (d) (l and 3).
G. Refer eligible foster caregivers and children to Contractor for Bridge services.
H. Ensure collaboration between the child welfare services program and CalWORKs child care program administrators in the county to share information, identify priorities and plan for the implementation of the Bridge Program.
I. Ensure voucher payments are in an amount commensurate with RMR ceiling payment rates.
J. Authorize disbursement of child care payments either directly to the family or to the child care provider.
K. Notify Contractor of changes in participating children's foster placements.
L. Schedule and participate in telephone or virtual meetings with the contractor to review the status of current Bridge clients and the services that the Contractor is providing to them.
M. Review all cases for extending child care services beyond 6 or 12 months and consider extensions beyond 12 months based on a compelling reason that may include, but is not limited to, the inability of the foster child to successfully transition to other subsidized childcare, the loss of the payment or voucher would jeopardize a successful reunification or permanency plan, or other reasons authorized pursuant to guidance issued by the department, with input from stakeholders (WIC 11461.5).
N. Compensate Contractor as prescribed in the Agreement and according to policies and instructions in County Fiscal Letters (CFLs), e.g., 20/21-33, 20/21-08, 20/21-80, 21/22-45, 21/22-70, 22/23-11, 23/24-15, 24/25-34.

REPORTING REQUIREMENTS

Pursuant to the terms and conditions of this agreement, Contractor and County agree to the following:

A. County shall provide Contractor with a pre-formatted Bridge Data Collection Tool for recording and submitting data about components of the Bridge program, including data required to complete the CDSS monthly CCB-18 report. As needed, County shall update the Bridge Data Collection Tool and resubmit it to Contractor.
B. Contractor shall fully and accurately complete the Data Collection Tool and the monthly SCOE Tehama Co. Foster Bridge Reporting Master and submit them to County no later than fifteen days after the end of the CCB-18 report month.
C. Contractor shall be available to assist County in the review of data submitted and respond to requests for additional information and clarification in a timely manner. Per CDSS'

written instructions, any missing or uncorroborated data shall be duly noted in the CCB-18 report.

D. Use secure methods to submit material that includes the names or personal information of County clients.
E. County shall collect and submit monthly data and outcomes to CDSS using the Emergency Child Care Bridge Program for Foster Children Report (CCB-18) by the 5th of the second month.

All reports required within this agreement that include the names or personal information of County clients require secure delivery via one of the following secure methods:

Mail Delivery
Tehama County Department of Social Services
P.O. Box 1515
Red Bluff, CA 96080

Secure Email
Through Barracuda

In-Person Delivery
Tehama County Department of Social Service 310 South Main Street
Red Bluff, CA 96080

TCDSS FAX#
530-528-4836

Exhibit D
Maximum Allocations

Program Component	**2025-2026***
Voucher Payments	$49,510
Navigator	$34,529
Training & Coaching	$8,170
Maximum Obligation	**$92,209**

*Max totals were gathered from COUNTY FISCAL LETTER NO. 24/25-34

	ECCB Component Breakdown	FY 24/25	FY 25/26 EST
Assistance	Emergency Child Care Voucher	$ 44,315.00	$ 44,315.00
	Additional Child Care Slots	$ 5,195.00	$ 5,195.00
	Other	$ 35,243.00	$ -
	Total Assistance Allocation	**$ 84,753.00**	**$ 49,510.00**
Administration	Child Care Navigator	$ 22,248.00	$ 34,529.00
	Trauma-Informed Care Training	$ 5,264.00	$ 8,170.00
	County Operations	$ 12,358.00	$ -
	Reappropriated Funds	$ 32,016.00	$ -
	Total Administration Allocation	**$ 71,886.00**	**$ 42,699.00**
Assistance and Administration Total		**$156,639.00**	**$ 92,209.00**

EXHIBIT E
SAMPLE INVOICE

INVOICE	Attach back-up documentation to this page. If needed for more space, insert or delete rows, or attach another page(s).

CONTRACTOR NAME AND ADDRESS	INVOICE #:	FOR MONTH(S)/YEAR:
0		
0	CONTRACT #:	PURPOSE/TITLE OF CONTRACT
0		0

BUDGET LINE ITEM	A. CONTRACT BUDGET	B. CURRENT INVOICE COSTS	C. TOTAL COSTS YEAR-TO-DATE INCLUDING THIS INVOICE	D. BALANCE REMAINING PAYABLE (A-C)
DIRECT SALARIES				
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
DIRECT BENEFITS/FRINGE				
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
DIRECT SALARIES & BENEFITS TOTAL	**$ -**	**$ -**	**$ -**	**$ -**
DIRECT COSTS				
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
DIRECT COSTS TOTAL	**$ -**	**$ -**	**$ -**	**$ -**
INDIRECT SALARIES				
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
INDIRECT BENEFITS/FRINGE				
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
INDIRECT SALARIES & BENEFITS TOTAL	**$ -**	**$ -**	**$ -**	**$ -**
INDIRECT COSTS				
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
INDIRECT COSTS TOTAL	**$ -**	**$ -**	**$ -**	**$ -**
TOTAL INVOICE		**$ -**		
TOTAL CONTRACT	$ -		$ -	$ -

EXHIBIT F TIC PLAN

Tehama County Foster Bridge
Child Care Provider Trauma-Informed Care (TIC)
Training/Coaching

	Activity	Description	Duration
1	Initial Engagement	ELC Provider's contact information for all providers with a Foster Bridge child placed in their care is collected in a spreadsheet to TIC outcomes. This will be used by the Social Services Specialists assigned to engage the providers in TIC, coaching, and support. During Initial Engagement, a Social Services Specialist will attempt to engage each ELC Provider by explaining the program's expectations and benefits. Initial Engagement is completed using the phone, email, and zoom.	3 attempts using multiple methods within 2 weeks of child placement. If not engaged after 3 attempts, one additional engagement attempt must occur within the year.
2	Participation in TIC Training Tidbits	The Social Service Specialists who are TIC trained form our Family and Community Engagement Department serve the families and providers. A private FaceBook Social Learning Group was selected as the platform for sharing the TIC Tidbit Training. This will allow ELC Providers to access small training sections at a time when it works in their schedule rather than trying to attend training after work or on the weekend. We have provided other ELC training this way and have had increased engagement. ELC Providers are provided links and descriptions to each video by their Social Services Specialist. Then all ELC Providers are invited to become members of our Facebook Social Learning Group, which allows them access to training and additional resources. The	21 TIC Training Tidbits available on the private Facebook Social Learning Group/Year

		social learning platform then provides documentation of ELC providers' participation in training. It will be logged into our data tracking spreadsheet.	
3	Coaching via Social Media	The use of FaceBook's Social Learning Group lends itself to other program benefits. This includes using a FaceBook feed to provide additional training and reminders of trauma-informed practices and ideas. Multiple posts are added each month for members of our private group.	A minimum of one post on our private Facebook Feed /week
4	Coaching via Phone/Zoom/Home Visits	To maintain engagement, each ELC provider will be contacted monthly via phone call, Zoom video chat, or home visit by a Social Services Specialist During the coaching meeting, the Social Services Specialist will review the training completed by the provider to ensure their understanding and comfort with implementation. Coaching visits will also promote the completion of all TIC Training Tidbits and a consistent following of posts on Facebook.	Monthly contact with active providers. A minimum of 2 *home visits/year *Only for providers that agree to home visits
5	In-Person TIC Training	In addition to the training listed above, one in-person TIC training will be provided each year.	1 in-person TIC Training
6	Intensive Coaching	ELC Providers may request support and suggestions for specific children in their program or to better implement training strategies. This Intensive Coaching may be provided using phone, zoom, or during a home visit if an observation is required. ELC Providers may request this additional help at any time.	Intensive coaching provided upon request

E-Contract Review
Approval as to Form

Department Name: Social Services

Vendor Name: Shasta County Office of Education

Contract Description: For the purpose of a Child Care Navigator, Trauma-informed care training services, and emergency child care for Foster Caregivers.

APPROVED AS TO FORM:



Date: 05/20/2025

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Minutes Certification

File Number: 25-1001 **Enactment Number: MISC. AGR 2025-170**

8. SOCIAL SERVICES **25-1001**

a) AGREEMENT - Request approval and authorization for the Social Services Director to sign the Agreement with Shasta County Office of Education for the provision of a Child Care Navigator, Trauma-Informed Care Training Services, and Temporary Emergency Child Care for Foster Caregivers, with maximum compensation not to exceed $92,209, effective 7/1/25 and shall terminate 6/30/26 *(Subject to receipt of required insurance documentation)*

Enactment No: MISC. AGR 2025-170

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

RESULT: APPROVE

I, SEAN HOUGHTBY, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on 6/17/2025.

Attest: **June 20, 2025**

Date Certified

AMENDMENT # 1

TO THE AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND SHASTA COUNTY OFFICE OF EDUCATION

This Amendment to Agreement Number 2025-170, dated June 17,2025, by and between the County of Tehama, through its Department of Social Services, ("County") and Shasta County Office of Education for the provision of a Child Care Navigator, Trauma-Informed Care Training Services, and Temporary Emergency Child Care for Foster Caregivers, shall be amended as follows:

3. **COMPENSATION**

Contractor shall be paid in accordance with the rates set forth in the Maximum Allocations, attached hereto as Exhibit "D-2" after satisfactorily completing the duties described in this Agreement. In addition, County shall reimburse Contractor for the actual and reasonable expenses for Childcare Vouchers, and Support of Additional Child Care Slots, incurred by Contractor in the performance of the work hereunder. The allocations set forth in the Maximum Allocations are inclusive of all other expenses. The Maximum Compensation payable under this Agreement shall not exceed $ 196,698. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

Budget, Exhibit D-2, attached hereto and incorporated by reference.

It is mutually agreed that all other terms and conditions of Agreement Number 2025-170 shall remain in full force and effect.

Adobe Acrobat Sign Transaction Number: CBJCHBCAABAADUvETADGjk_WZEvOr0U3A7x0tPGzNW4e

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

TEHAMA COUNTY DEPARTMENT OF SOCIAL SERVICES

Date: 11/14/25

Bekkie F. Emery, Social Services Director

SHASTA COUNTY OFFICE OF EDUCATION

Date: Nov 12, 2025

Mike Freeman (Nov 12, 2025 05:32:54 PST)

Mike Freeman, Superintendent

23781
Vendor Number

5013-532300 & 5022-55402
Budget Account Number

93.658
Federal Funding CFDA #

Adobe Acrobat Sign Transaction Number: CBJCHBCAABAADUvETADGjk_WZEvOr0U3A7x0tPGzNW4e

Exhibit D-2
Maximum Allocations

Program Component	2025-2026*
Voucher Payments	$97,586
Navigator	$79,456
Training & Coaching	$19,656
Maximum Obligation	**$196,698**

*Max totals were gathered from COUNTY FISCAL LETTER NO. 25/26-04

	ECCB Component Breakdown	FY 24/25	FY 25/26 Act
Assistance	Emergency Child Care Voucher	$ 44,315.00	$ 88,101.00
	Additional Child Care Slots	$ 5,195.00	$ 9,485.00
	Other	$ 35,243.00	
	Total Assistance Allocation	**$ 84,753.00**	**$ 97,586.00**
Administration	Child Care Navigator	$ 22,248.00	$ 79,456.00
	Trauma-Informed Care Training	$ 5,264.00	$ 19,656.00
	County Operations	$ 12,358.00	$ -
	Reappropriated Funds	$ 32,016.00	$ -
	Total Administration Allocation	**$ 71,886.00**	**$ 99,112.00**
Assistance and Administration Total		**$156,639.00**	**$196,698.00**

Adobe Acrobat Sign Transaction Number: CBJCHBCAABAADUvETADGjk_WZEvOr0U3A7x0tPGzNW4e

E-Contract Review
Approval as to Form

Department Name: Tehama County Department of Social Services

Vendor Name: Shasta County Office of Education

Contract Description: Amendment #1 to Agreement Number 2025-170 to Increase Maximum Compensation

APPROVED AS TO FORM:

Date: 10/02/2025

Office of the Tehama County Counsel
Brittany Ziegler, Deputy County Counsel

Tehama County

Agenda Request Form

File #: 25-2050 **Agenda Date:** 12/9/2025 **Agenda #:** 5.

SOCIAL SERVICES

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Chair to sign the agreement with Empower Tehama for the operation of a public benefit program and the sublease of office space with rent starting in the amount of $423.10 per month, effective 10/1/25 through 9/30/26

Financial Impact:
Rent payments received will decrease Social Service's space costs, which will in turn reduce allocated expenses to all Social Services programs. Payments received will be approximately $5,200 for the term of the agreement. Sublessor's lease cost is adjusted annually, effective on the 1st of July, based on the California Consumer Price Index.

Background Information:
Empower Tehama wishes to continue to operate a program to provide domestic violence counseling and education services in Corning, CA. The County is able to offer for sublease office space at the Corning Healthcare District during the term of this agreement. This sublease is a renewal for one year, and increases the number of rooms sublet from two to three. The total square feet included in the sublease is 289.45. This sublease is retroactive to 10/1/25 to allow for the use of the third room while the approvals were obtained from the necessary boards and counsel.

PUBLIC BENEFIT PROGRAM AND SUBLEASE AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND EMPOWER TEHAMA

This agreement is entered into between the County of Tehama (Sublessor) and Empower Tehama, a California nonprofit corporation, (Sublessee) for the operation of a public benefit program and the sublease of office space from the premises leased by Sublessor from the Corning Health District (Lessor) and subject to that certain Lease Agreement (Master Lease) dated October 1, 2009, and amended August 25, 2020 (Misc. Agreement Nos. 333-2009 and 2020-247.)

1. OPERATION OF PUBLIC BENEFIT PROGRAM

During the term of this Agreement, Sublessee shall operate a program to provide domestic violence counseling and education services, thereby serving a public purpose of the County of Tehama. The Board of Supervisors of the County of Tehama hereby finds and determines that the premises subleased hereunder will not be needed for county purposes during the term of this Agreement, and makes this property available to Lessee in furtherance of the program described above pursuant to Government Code section 26227.

2. DESCRIPTION OF LEASED PREMISES AND PERMISSIBLE USE

Sublessor hereby subleases to Sublessee exclusive use of those certain spaces identified as "Room 211" (72.21 square feet), "Room 214" (103.98 square feet), and "Room 215" (113.26 square feet) at 275 Solano Street, Corning, California, to be used for Sublessee's activities to carry out the program described in Section 1. Total square feet included in the Sublease is 289.45. Sublessee shall conduct its activities on the premises in a manner than does not interfere with the use and quiet enjoyment of the remaining space at 275 Solano Street, Corning, California, retained by Sublessor.

3. RENT

Rent in the amount of $423.10 per month shall be paid by check payable to "County of Tehama" in advance on or before the first day of each month during the term of this agreement. Payment shall be delivered or mailed to the Sublessor at the address in section 19 below.

Sublessor's lease cost is adjusted annually effective on the 1st of July, based upon the California Consumer Price Index. This adjustment will be passed on to Sublessee each July.

4. TERM OF AGREEMENT

This agreement shall commence on October 1, 2025 and conclude on September 30, 2026, unless terminated in accordance with section 5 below. In the event Sublessee holds over and continues in possession of the subleased space after expiration of the term, Sublessee's continued occupancy of the premises shall be considered a month-to-month tenancy subject to all the terms and conditions of this sublease.

5. TERMINATION OF AGREEMENT

Either party may terminate this agreement with 60 days written notice. Sublessor's rights to terminate this agreement may be exercised by the Director of Social Services. Termination of the Master Lease agreement between Lessor and Sublessor, for any reason, shall also serve to terminate this agreement. In the event Sublessor elects to terminate this lease, Sublessor may recover from Sublessee any unpaid rent that had been earned at the time of termination of the lease.

6. SURRENDER OF PREMISES

On expiration or earlier termination of this lease, Sublessee shall promptly surrender and deliver the premises to Sublessor in as good condition as they were upon the commencement of Sublessee's occupancy hereunder, excluding reasonable wear and tear, and repairs required to be made by Sublessor under this lease.

7. CARE AND MAINTENANCE

At the signing of this agreement, Sublessee acknowledges the premises are in good, clean, safe, and rentable condition suitable for Sublessee's use. Sublessee agrees to maintain the premises in good order and repair during its tenancy. Sublessee shall give Sublessor immediate notice of any deficiency requiring attention, such as roof leaks or electrical shorts, and Sublessor shall report those identified deficiencies to Lessor. Sublessee shall not interfere with the janitorial services provided by Lessor as described in Section 4.01 of the Master Lease. Sublessee shall not make

any repairs and have any repairs made to the premises without Sublessor's express approval, and agrees to be responsible for any costs incurred by Sublessor for repair or maintenance to the leased area as a result of Sublessee's action(s), whether negligent or otherwise; normal wear and tear excepted.

8. ALTERATIONS/LIENS

Sublessee shall not make or permit any other person to make any alterations to the premises or to make any Improvements on the premises without the prior written consent of Sublessor. Sublessee shall keep the premises free and clear from any and all liens, claims, and demands for work performed, materials furnished, or operations conducted on the premises at the instance or request of Sublessee, with the exception of installation of World Telecom telephone and internet lines at Sublessee's own expense. Furthermore, any and all alterations, additions, improvements, and fixtures made or placed in or on the premises by Sublessee or any other person shall on expiration or earlier termination of this sublease, become the property of Sublessor and remain on the premises, except trade fixtures which Sublessee shall be permitted to remove from the subleased premises at any time during the term hereof or within thirty (30) days after expiration or sooner termination of this sublease. Sublessor shall have the option, however, on expiration or termination of this lease, of requiring Sublessee, at Sublessee's sole cost and expense, to remove any or all such alterations, additions, improvements, or fixtures from the premises, repairing any damage caused by such removal.

9. ASSIGNMENT AND SUBLETTING

Sublessee shall not encumber, assign, or otherwise transfer this Agreement, any right or interest in this Agreement, or any right or interest in said premises without the prior written consent of Sublessor. Neither shall Sublessor sublet said premises or any part thereof or allow any other persons, other than Sublessee's agents and servants, to occupy nor use said premises or any part thereof without the prior written consent of Sublessor. A consent by Sublessor to one assignment, subletting, or occupation and use by another person shall not be deemed to be a consent to any subsequent assignment, subletting, or occupation and use by another person. Any encumbrance, assignment, transfer, or subletting without the prior written consent of Sublessor,

whether it be voluntary or involuntary, by operation of law or otherwise, is void and shall, at the option of Sublessor, terminate this Lease.

10. USE OF UTILITIES AND FACILITIES

Provision of electricity, gas, water, sewer, garbage pickup and disposal, and other public utilities to the Premises during the term of this sublease shall be subject to section 4.01 of the Master Lease and are the responsibility of Lessor. Sublessee shall be responsible for charges for telephone, internet, DSL or Broadband service to the areas subleased for Sublessee's exclusive use. In the event that the Lessor invokes Section 4.02 of the Master Lease regarding the sharing of utility costs, Sublessee shall pay fifty percent (50%) of the amount equal to the same percentage of such excess charges that the square footage of the areas subleased for Sublessee's exclusive use bears to the total square footage of the building as contribution to the shared utility costs.

Sublessee shall be permitted to make commercially reasonable use of the building's electricity, gas, water, sewer, garbage pickup and disposal, and other public utilities and sanitary facilities without additional charge. Excessive use, as determined by County in its sole discretion, shall be grounds for termination for the Agreement.

Sublessee shall also be permitted reasonable access and use of common areas, such as the kitchen. In addition, Sublessee shall be allowed to share with Sublessor use of the reception space with the forward facing lobby window and desk for reception staff (as is reasonably needed).

11. ENTRY AND INSPECTION

Sublessee shall allow the Lessor and/or Sublessor or their respective agents or authorized representatives access to the lease premises at any time during normal business hours for the purposes of inspection, basic maintenance and janitorial services and to make such repairs, replacements or additions in, to, on and about the premises as Lessor and/or Sublessor or their respective agents or authorized representatives deems necessary or desirable.

12. INDEMNIFICATION

Sublessee shall and hereby does indemnify, defend (with counsel satisfactory to the Sublessor), and save harmless the County of Tehama, and its officers, employees, and agents (collectively "Indemnified Parties") from and against any and all liability, damages, attorney fees, costs, expenses, or losses of any kind whatsoever, including without limitation, damages related to decreases in the value of the premises and claims for damages or decreases in the value of any adjoining property. ("Indemnified Loss"). Indemnified Loss includes, without limitation, court costs, penalties, fines, liens, judgments, consultants' fees, investigation and remediation costs, and other expenses of every kind asserted against or incurred by the Indemnified Parties, directly or indirectly arising from or related to the exercise by Sublessee, its officers, employees, agents, or invitees, of the rights granted by this Agreement, or their use of the premises, or any other act or omission of the Sublessee, including from any failure by Sublessee to comply with the terms of this Agreement. Sublessee's obligation to defend will commence immediately upon the assertion of any claim or demand for Indemnified Loss by or against the Indemnified Parties that is tendered to Sublessee, shall apply to any claim that actually or potentially falls within the coverage of this indemnity provision, even if such allegation is or may be groundless, fraudulent, or false, and will continue at all times after such tender until each such claim is fully and finally resolved. Notwithstanding this foregoing, this indemnity shall not apply to those losses solely and directly caused by the gross negligence or willful misconduct of the Indemnified Parties. Sublessee's indemnification and defense obligations under this Section shall survive the termination or expiration of this Agreement.

13. INSURANCE REQUIREMENTS

Sublessee shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with Sublessee's use of or occupancy of the premises. At a minimum, Sublessee shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability - $1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this location. All such insurance coverage shall be provided on an "occurrence" basis, rather than a "claims made"

basis. The policy shall include, or be endorsed to include "Tehama County, its elected officials, officers, employees and volunteers" as an additional insured party. The certificate hold shall be "County of Tehama."

Verification of Coverage

Contractor shall furnish Sublessor with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the Sublessor prior to Sublessor signing this agreement and on an annual basis thereafter for as long as Sublessee occupies the premises. The Sublessor reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

14. AUTHORITY

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

15. REVENUE AND TAXATION CODE SECTION 107.6 POSSESSORY INTEREST NOTICE

Sublessee is hereby advised that this Agreement may create a possessory interest subject to property taxation, and that Sublessee, as the party in whom the possessory interest is vested, may be subject to the payment of property taxes levied on the interest. Sublessee is encouraged to contact the Tehama County Assessor to determine whether a taxable possessory interest has been created, and whether Sublessee is required to pay property tax upon that interest. Any such property tax shall be solely the responsibility of Sublessee.

16. WASTE OR NUISANCE

Sublessee shall not commit or permit the commission by others of any waste on the premises; Sublessee shall not maintain or commit, or permit the maintenance or commission of any nuisance as defined in Civil Code Section 3479 on the premises, and Sublessee shall not use or

permit the use of the premises for any unlawful purpose. Sublessee shall not keep or generate hazardous substances about the premises. Sublessee shall not engage in or permit any activity or condition which will increase the existing rates for or cause cancellation of any fire, casualty, liability, or other insurance policy insuring the building or its contents.

17. NON-DISCRIMINATION

Sublessee shall comply with all applicable federal and California laws relating to discrimination against employees or members of the public because of race, color, ancestry, national origin, religious creed, disability, or sexual orientation, including, but not limited to, the California Fair Employment Practice Act beginning with Government Code section 12900 and Labor Code section 1735, Title VII of The Civil Rights Act of 1964, The Civil Rights Act of 1990, The Americans With Disabilities Act of 1990, and California Title 24.

18. RELATIONSHIP OF THE PARTIES

Sublessee and Sublessor hereby confirm and agree that, in performing their respective obligations and exercising their respective rights under this Agreement, each party is at all times an independent contractor with respect to the other Party, and that no relationship of employer-employee, partnership, or joint venture is created by this Agreement between Sublessee and Sublessor. Neither Sublessee nor the Sublessor, nor any other person or entity performing services on behalf of either party pursuant to this Agreement, will have any right or claim against the other party under this Agreement for social security benefits, workers' compensation benefits, health benefits, vacation pay, sick leave, or any other employee benefits for any kind or nature whatsoever. Each party is responsible to provide and maintain its own workers' compensation insurance covering its own employees, and neither party will have any liability or responsibility for workers' compensation insurance coverage for employees of the other party.

19. NOTICES

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

If to Sublessor: Bekkie F. Emery, Director
Tehama County Social Services
310 South Main Street
Red Bluff, CA 96080

If to Sublessee: Daniel Buchanan, Executive Director
Empower Tehama
1805 Walnut Street
Red Bluff, CA 96080

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

20. STANDARDS OF THE PROFESSION

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

21. LICENSING OR ACCREDITATION

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

22. CONFIDENTIALITY

The intent of this agreement is for Sublessee to provide domestic violence services. However, should specific information regarding the County's clients become known to Sublessee, the following confidentiality rules shall apply:

a. Sublessee shall require all employees, volunteers, agents, and officers to comply with the provisions of Section 10850 of the Welfare and Institutions Code and Manual of Policies and Procedures (MPP) Division 19, which provide that:

1.) All applications and records concerning any individual made or kept by Sublessee shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this program.

2.) No person shall publish, disclose, use, permit or cause to be published or disclosed any list of persons receiving public social services, except as provided by law.

3.) No person shall publish, disclose, use, permit or cause to be published, disclosed or used any confidential information pertaining to an applicant or recipient, except as provided by law.

b. Sublessee shall ensure all employees, volunteers, agents, and officers comply with the above provisions, and shall inform all employees, agents, and officers that any person knowingly and intentionally violating such provisions is guilty of a misdemeanor.

c. During the term of this agreement, both parties may have access to information that is confidential or proprietary in nature. Both parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other party or as required by law. This provision shall survive the termination, expiration, or cancellation of the agreement.

d. Notwithstanding any other provision of this Agreement, Sublessee agrees to protect the confidentiality of any and all patient, client, or resident medical information, which may be viewed in the process of doing his/her/its contracted services. Sublessee understands that he/she/it is subject to all of the confidentiality requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA); Title 42, Section 2.1 through 2.67-1, Code of Federal Regulations; and Confidentiality of Medical Information Act [Part 2.6 (commencing with Section 56)] of Division 1 of the Civil Code. Violation of the confidentiality of patient, client, or resident medical information may result in federally imposed fines and penalties and the cancellation of this agreement.

23. ENTIRE AGREEMENT

This instrument constitutes the sole and only agreement between Sublessor and Sublessee respecting the premises, the leasing of the premises to Sublessee, or the lease term created under this lease, and correctly sets forth the obligations of Sublessor and Sublessee to each other as of its date. Any agreements or representations respecting the premises or their leasing by Sublessor to Sublessee not expressly set forth in this instrument are null and void. The terms of this

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

24. LAW AND VENUE

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

25. COMPLIANCE WITH LAWS AND REGULATIONS

Sublessee shall comply with and conform to all laws and regulations, municipal, state and federal, and any and all requirements and orders of any municipal, state, or federal board or authority, present or future, in any way relating to the condition, use, or occupancy of the premises throughout the entire term of this Sublease.

26. SEVERABILITY

If any provision of this Agreement shall be held or made invalid by a court decision, statute or rule, or shall be otherwise rendered invalid, the remainder of this Agreement shall not be affected thereby.

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

SUBLESSOR:

Date: _____

_____
Matt Hansen, Chair, Tehama County Board of Supervisors

SUBLESSEE:

Date: 11/21/2025

David Greer (Nov 21, 2025 15:01:57 PST)
_____
Dave Greer, Board Chairman

EXHIBIT A
MASTER LEASE AGREEMENT AND LEASE EXTENSION

LEASE AGREEMENT

Preamble and Definitions:

This lease is made and entered into on Oct. 1, 2009, by and between the CORNING HEALTHCARE DISTRICT, referred to herein as "Lessor," and the COUNTY OF TEHAMA referred to herein as "Lessee."

Lessor, for and in consideration of the rent to be paid by Lessee and of the covenants and provisions to be kept and performed by Lessee under this lease, hereby leases to Lessee, and Lessee agrees to lease from Lessor, subject to the conditions set forth herein, the real property referred to herein as the "Premises."

> "Premises" as used herein shall refer to 7,950 square feet, more or less, of office space for Lessee's exclusive use, together with non-exclusive use of 2,375 square feet, more or less, of common area, both as depicted in Exhibit "A" attached hereto, in the office building (hereinafter "Building") to be constructed in accordance herewith at 275 Solano Street, Corning, California. Lessee shall also have non-exclusive use of no less than 55 parking spaces on the premises, which shall include no less than 15 secured parking spaces.

ARTICLE 1. CONSTRUCTION CONDITIONS AND TERM OF LEASE

Section 1.01 – Construction of Building: Lessor shall construct, at its own expense, a 11,417 square foot office building at 275 Solano Street, Corning, California in substantial accordance with the plans and specifications referenced in Lessor's advertisement for bids published on June 22, 2009 and in accordance with all applicable local, state and federal requirements, ordinances and laws. Such construction shall be commenced no later than September 1, 2009 and completed on or before August 30, 2010. For purposes of this Article, construction shall be deemed completed when a certificate of occupancy has been issued and the Premises are reasonably suitable for Lessee's occupancy. Notwithstanding any other provision of this Lease, Lessee's obligations hereunder are expressly conditioned upon commencement and completion of construction at the times set forth in this Section, and Lessee shall have no obligation whatsoever hereunder in the event that construction is not commenced and completed as set forth herein.

Section 1.02 –Term: Provided that construction is completed as set forth in Section 1.01, Lessee's occupancy under this lease shall commence on the first day of the second calendar month following completion of construction of the Building. The term of the lease shall end on August 30, 2020, unless terminated earlier pursuant to the provisions of this lease.

Section 1.03 – Holding Over: In the event Lessee holds over and continues in possession of the Premises after expiration of the Term, Lessee's continued occupancy of the Premises shall be considered a month-to-month tenancy subject to all the terms and conditions of this lease.

C: Clerk of the Brd
HSA / Ucl
Sandra Lee / Admin

ARTICLE 2. RENT

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

(a) Beginning upon the commencement of Lessee's occupancy hereunder, and continuing until June 30, 2011, Lessee shall pay to Lessor the Monthly Rental Sum of $8,506.50

(b) The Monthly Rental Sum shall be adjusted annually effective on the 1st day of July, beginning July 1, 2011, based upon the percentage change in the California Consumer Price Index for All Urban Consumers with the index base period of 1982-1984=100, as determined by the California Department of Industrial Relations, measured from the prior year's February data to the current year's February data. All adjustments hereunder shall be cumulative.

(c) Rent shall be due on or before the first day of the first month in each and every month during the Term set forth in Section 1.02. Rent shall be paid by delivery to Lessor personally or by mailing to Lessor at the address specified in Section 10.02, or at any other place or places as Lessor may from time to time designate by written notice delivered to Lessee.

ARTICLE 3. USE OF PREMISES/COMMON AREAS

Section 3.01 – Permitted Use: During the term of this lease (and extensions, if any), the Premises shall be used by Lessee for County government and health service center offices at which various health and social services are provided directly to members of the public onsite, and which also house ancillary offices for County employees providing and supporting these functions, and any other use that complies with applicable zoning..

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

Section 3.03 – Compliance With Laws: Lessee shall comply with all statutes, ordinances, regulations, and requirements of all governmental entities, both federal and state and county or municipal, including those requiring capital improvements to the Premises, including but not limited to all improvements relating to Lessee's use and occupancy of Premises and those not relating to occupancy, whether those statutes, ordinances, regulations, and requirements are now in force or are subsequently enacted. The judgment of any court of competent jurisdiction, or the admission by Lessee in a proceeding brought against Lessee by any government entity, that Lessee has violated any such statute, ordinance, regulation, or requirement shall be conclusive as between Lessor and Lessee and shall constitute grounds for termination of this lease by Lessor.

ARTICLE 4. UTILITIES/JANITORIAL AND TAXES

Section 4.01 – Utilities/Janitorial: Subject to Section 4.02, Lessor shall pay all charges for the furnishing of electricity, gas, water, sewer, garbage pickup and disposal, and other public utilities to the Premises during the term of this lease. Lessor shall also furnish, at its own cost, commercially reasonable janitorial services for the Premises, including, but not limited to,

regular cleaning of office areas, common areas, and restrooms, janitorial supplies, and waste disposal. Lessee shall be responsible for charges for telephone, internet, and DSL service to the areas leased for Lessee's exclusive use.

Section 4.02 – Sharing of Utility Costs:
(a) In the event that, in any month, the charges for the furnishing of electricity, gas, water, sewer, garbage pickup and disposal, and other public utilities to the Building exceeds the Base Utility Amount set forth in subdivision (b) of this Section, Lessee shall pay to Lessor a portion of the charges in excess of that Amount, as follows:

> Lessee shall pay fifty percent (50%) of the amount equal to the same percentage of such excess charges that the square footage of the areas leased for Lessee's exclusive use bears to the total square footage of the Building.

(b) The initial Base Utility Amount shall be $3,219.76. The Base Utility Amount shall be adjusted annually effective on the 1st day of July, beginning July 1, 2011, based upon the percentage change in the California Consumer Price Index for All Urban Consumers with the index base period of 1982-1984=100, as determined by the California Department of Industrial Relations, measured from the prior year's February data to the current year's February data. All adjustments hereunder shall be cumulative.

Section 4. 03 – Real Property Taxes: All real property taxes and assessments levied or assessed against the Premises by any governmental entity, including any special assessments imposed on or against the Premises for the construction or improvement of public works in, on, or about the Premises, shall be paid, before they become delinquent, by Lessor.

ATICLE 5. ALTERATIONS AND REPAIRS

Section 5.01 – Condition of Premises: Lessor represents and warrants that, upon commencement of Lessee's occupancy hereunder, the Premises shall be in good, clean, safe, and rentable condition suitable for Lessee's use.

Section 5.02 – Maintenance by Lessor: Lessor shall keep the Building and Premises in good state of repair at its sole cost and expense. Lessor shall warrant and be fully responsible for all repairs and maintenance to the existing systems, including ventilation (heating, ventilating, air-conditioning), and the delivery of adequate utilities. Lessor shall provide landscape maintenance and parking lot maintenance including drainage.

Section 5.03 – Alterations/Liens: Lessee shall not make or permit any other person to make any alterations to the Premises or to any Improvements on the Premises without the prior written consent of Lessor. Lessor shall not unreasonably withhold this consent. Lessee shall keep the premises free and clear from any and all liens, claims, and demands for work performed, materials furnished, or operations conducted on the Premises at the instance or request of Lessee. Furthermore, any and all alterations, additions, Improvements, and fixtures made or placed in or on the Premises by Lessee or any other person shall on expiration or earlier termination of this lease, become the property of Lessor and remain on the premises, except trade fixtures which Lessee shall be permitted to removed from the leased premises at any time during the term hereof or within thirty (30) days after expiration or sooner termination of this Lease. Lessor shall have the option, however, on expiration or

termination of this lease, of requiring Lessee, at Lessee's sole cost and expense, to remove any or all such alterations, additions, improvements, or fixtures from the Premises, repairing any damage caused by such removal.

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

Section 5.05 – Surrender of Premises: On expiration or earlier termination of this lease, Lessee shall promptly surrender and deliver the Premises to Lessor in as good condition as they were upon the commencement of Lessee's occupancy hereunder, excluding reasonable wear and tear, and repairs required to be made by Lessor under this lease.

ARTICLE 6. INDEMNITY AND INSURANCE

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

Section 6.02 – Lessee Public Liability Insurance: Lessee shall provide to Lessor a letter of self-insurance evidencing commercial general liability insurance and other insurance necessary to protect Lessor and the public with combined single limit coverage of at least One Million Dollars ($1,000,000) per occurrence and a general aggregate combined single limit of bodily injury and property damage liability of at least Two Million Dollars ($2,000,000).

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

ARTICLE 7. SIGNS AND TRADE FIXTURES

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

Section 7.02 – Unremoved Trade Fixtures: Any additions or fixtures described in this Article that are not removed from the Premises by Lessee as described in Section 5.03 shall be deemed abandoned by Lessee and shall automatically become the property of Lessor as owner of the real property to which they are affixed. This provision does not negate the right of Lessor to insist that such additions or fixtures be removed by Lessee, and a written

demand by Lessor to Lessee within 30 days of lease termination shall require Lessee to remove and repair.

Section 7.03 – Signs: Lessee may erect, maintain, permit, and from time to time remove any signs in or about the Premises that Lessee may deem necessary or desirable, provided that any signs erected or maintained by Lessee shall comply with all requirements of any governmental authority with jurisdiction.

ARTICLE 8. DESTRUCTION OF PREMISES

Section 8.01 – Lessor's Obligation to Repair: Except as otherwise provided in Section 8.02 below, if at any time during the Term of this lease, the Building on the Premises is damaged or destroyed by any cause, Lessor shall promptly repair, rebuild, or restore the Building to substantially the same condition as the Building was delivered to Lessee at the commencement of Lessee's occupancy hereunder. Lessor shall have the obligation to repair, rebuild, or restore described in this section whether or not the insurance proceeds paid to Lessor are sufficient to cover the total cost of repair, restoration, or rebuilding. Lessor shall commence repair, restoration, or rebuilding, as appropriate, not later than sixty (60) days after occurrence of the event causing damage or destruction and shall cause construction to be completed not later than eight (8) months after the occurrence of the event causing damage or destruction. In the event Lessor does not commence or complete construction within the time periods described in this section, Lessee shall have the right to terminate this lease by giving Lessor written notice within thirty (30) days after expiration of either time period.

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

(a) Damage or destruction from an insured casualty when the damage or destruction cannot reasonably be repaired, restored, or rebuilt within the period required by Section 8.01.

(b) Damage or destruction from an uninsured casualty when the cost of repair, restoration, or rebuilding exceeds a total of twenty-five percent (25%) of the then replacement cost of the Building:

(c) Damage or destruction from an uninsured casualty occurring during the last two (2) years of the Term of this lease.

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

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

ARTICLE 9. DEFAULT, ASSIGNMENT, AND TERMINATION

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

Section 9.02 - Default Defined: The occurrence of any of the following shall constitute a material default and breach of this lease by Lessee:

(a) Any failure by Lessee to pay the rent or to make any other payment required to be made by Lessee under this lease (when that failure continues for ten (10) days after written notice of the failure is given by Lessor to Lessee).

(b) The abandonment or vacation of the Premises by Lessee (the absence of Lessee from or the failure by Lessee to conduct business on the Premises for a period in excess of thirty (30) consecutive days shall constitute an abandonment or vacation for purposes of this lease).

(c) A failure by Lessee to observe and perform any other provision of this lease to be observed or performed by Lessee, when that failure continues for thirty (30) days after written notice of Lessee's failure is given by Lessor to Lessee; provided, however, that if the nature of that default is such that it cannot reasonably be cured within thirty days, Lessee shall not be deemed to be in default if Lessee commences that cure within the thirty (30) day period and thereafter diligently prosecutes it to completion.

Section 9.03 – Termination of Lease: In the event of any default by Lessee under this lease, Lessor shall have the right to terminate this lease and all rights of Lessee hereunder by giving written notice of the termination. No act of Lessor shall be construed as terminating this lease except written notice given by Lessor to Lessee advising Lessee that Lessor elects to terminate the lease. In the event Lessor elects to terminate this lease, Lessor may recover from Lessee any unpaid rent that had been earned at the time of termination of the lease.

The term "rent" as used in this section shall include all sums required to be paid by Lessee pursuant to the terms of this lease.

Section 9.04 – Termination for Non-Appropriation: Lessee may terminate this lease immediately, without cost or penalty, should the Tehama County Board of Supervisors decline to appropriate sufficient funds for this lease in any fiscal year. In the event Lessee elects to

terminate this lease under this Section, Lessor may recover from Lessee any unpaid rent that had been earned at the time of termination of the lease.

The term "rent" as used in this section shall include all sums required to be paid by Lessee pursuant to the terms of this lease.

Section 9.05 – Modification or Termination upon Reduction in Funding: The parties acknowledge that Lessee's contemplated usage of the Premises is dependent upon the availability of various federal, state, and local funds. Without limiting any provision of Section 9.04, in the event that federal, state, or local funding for any activity hereinafter conducted by Lessee upon the Premises is reduced or eliminated, Lessee shall have the following options, in Lessee's sole discretion:

(1) Continue this lease in full force and effect, without modification.; or

(2) Lease a reduced portion of the Premises. Lessee shall give Lessor ninety (90) days written notice of Lessee's exercise of this option. If Lessee selects this option, Lessee shall designate in writing the portion of the Premises that Lessee will continue to Lease for Lessee's exclusive use. This lease shall terminate as to all "exclusive use" portions of the Premises not so designated by Lessee. Upon the effective date of Lessee's selection, the Monthly Rental Sum shall be recalculated by dividing the Monthly Rental Sum payable during the preceding month by 7,950, and then multiplying the resulting amount by the square footage of the portion of the Premises designated by Lessee for Lessee's exclusive use, yielding the new Monthly Rental Sum. The new Monthly Rental Sum shall thereafter be subject to adjustment under Section 2.01(b). Likewise, upon the effective date of Lessee's selection, the Base Utility Amount shall be recalculated by dividing the Base Utility Amount operative during the preceding month by 7,950, and then multiplying the resulting amount by the square footage of the portion of the Premises designated by Lessee for Lessee's exclusive use, yielding the new Base Utility Amount. The new Base Utility Amount shall thereafter be subject to adjustment under Section 4.02(b). Except as provided in this Subsection, all provisions of this lease shall continue in full force and effect from and after the effective date of Lessee's selection.; or

(3) Terminate this lease without cost or penalty. Lessee shall give Lessor ninety (90) days written notice of Lessee's exercise of this option. If Lessee selects this option, the lease shall terminate on the ninety-first (91st) day. Lessor may recover from Lessee any unpaid rent that had been earned at the time of termination of the lease. The term "rent" as used in this Subsection shall include all sums required to be paid by Lessee pursuant to the terms of this lease.

Section 9.06 – Waiver of Breach: The waiver by Lessor of any breach by Lessee of any of the provisions of this lease shall not constitute a continuing waiver or a waiver of any subsequent breach by Lessee either of the same or another provision of this lease.

ARTICLE 10. MISCELLANEOUS

Section 10.01 – Force Majeure—Unavoidable Delays: If the performance of any act required by this lease to be performed by either Lessor or Lessee is prevented or delayed by reason of an act of God, strike, lockout, labor troubles, inability to secure materials, restrictive

governmental laws or regulations, or any other cause except financial inability that is not the fault of the party required to perform the act, the time for performance of the act will be extended for a period equivalent to the period of delay, and performance of the act during the period of delay will be excused. However, nothing contained in this section shall excuse the prompt payment of rent by Lessee as required by this lease or the performance of any act rendered difficult solely because of the financial condition of the party required to perform the act. This Section shall not be applicable to Lessor's obligations under Section 1.01.

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

LESSOR	LESSEE
Shirley Fay, Ph.D District Manager Corning Healthcare District Post Office Box 996 Corning, CA 96021	Williams J. Goodwin Chief Administrator County of Tehama 727 Oak Street Red Bluff, CA 96080 With copies to: Valerie Lucero Executive Director Tehama County Health Services Agency Post Office Box 400 Red Bluff, CA 96080 Charlene Reid Director Tehama County Department of Social Services 310 South Main Street Red Bluff, CA 96080

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

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

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

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

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

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

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

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

Section 10.07 – Law and Venue: This Agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of, the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

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

Section 10.09 – Legal Authorization: The parties acknowledge and agree that this lease is authorized by Health and Safety Code section 32121, subdivision (c) and Government Code sections 25351, subdivision (a), 25353 and 6500 et seq. Lessor warrants and represents that this lease is not for the operation or maintenance of a "hospital" within the meaning of Health and Safety Code section 32126, and is therefore not subject to the provisions of that Section or Health and Safety Code section 36121, subdivision (p). Lessor shall hold harmless, defend, and indemnify Lessee from and against any claim, damages, liability, loss, cost, expense, suit, or action founded upon an allegation that this lease is subject to the requirements of Section 32126 or 32121, subdivision (p), or is otherwise invalid, void, voidable, or unenforceable, in whole or in part, due to failure to comply with any provision of Division 23 (commencing with Section 32000) of the Health and Safety Code.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 02 day of October, 2009.

CORNING HEALTHCARE DISTRICT ("LESSOR")

By: Marlene Mason

Print name: MARLENE MASON

Chairperson, Board of Directors

COUNTY OF TEHAMA ("LESSEE")

By: _____

Print name: George Russell
Chairperson, Board of Supervisors

APPROVED AS TO FORM:
County Counsel
County of Tehama

By: _____
Name: Arthur J. Wylene,
Assistant County Counsel

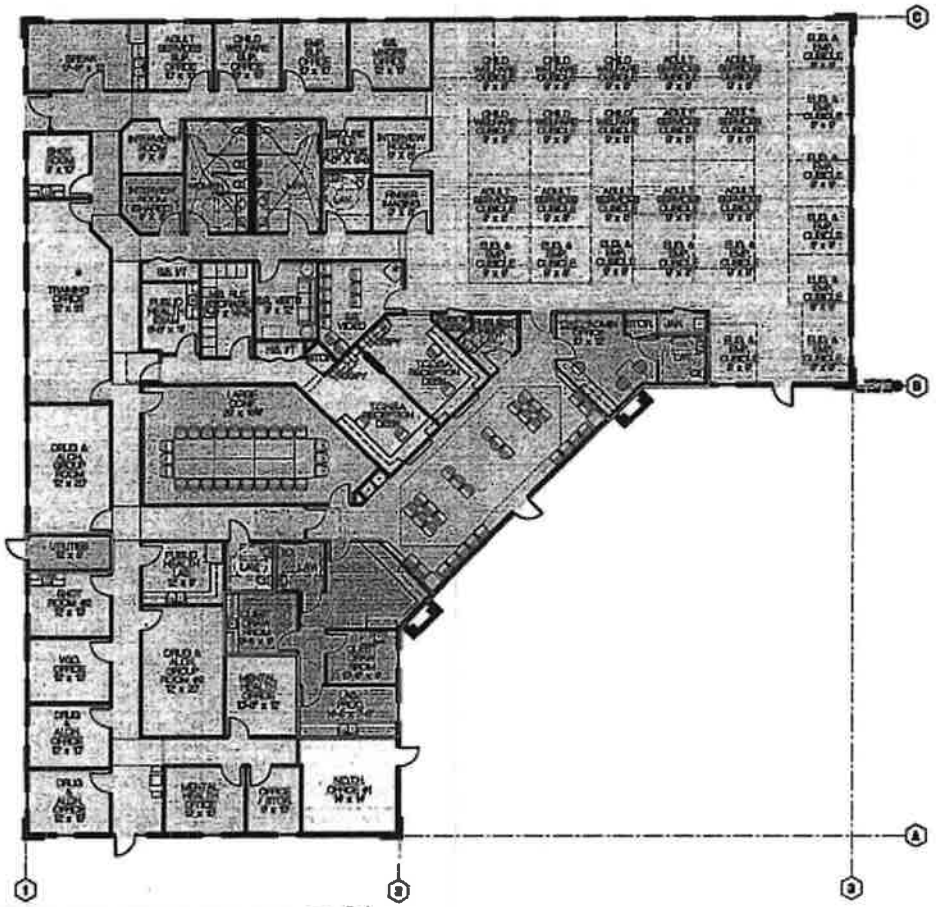
APPROVED AS TO FORM:

By: _____
Name: Tom Andrews,
Attorney for the Corning Healthcare District

EXHIBIT "A"

A NEW OFFICE BUILDING FOR

CORNING HEALTHCARE DISTRICT



LEGEND

- [illegible] - COMMON AREA
- [illegible] - ADMINISTRATION
- [illegible] - TEHAMA COUNTY DEPARTMENT OF SOCIAL SERVICES
- [illegible] - TEHAMA COUNTY HEALTH SERVICES AGENCY
- [illegible] - HEALTH & SOCIAL SERVICES SHARED INTERVIEW ROOMS
- [illegible] - CLIENT ENCOUNTERS INC.
- [illegible] - NEW DIRECTIONS TO HOPE

NOTE: ROOM SIZES AND SQUARE FOOTAGES ARE APPROXIMATE AT THIS PHASE OF THE DESIGN PROCESS.

FLOORPLAN - Final (11,417 sq. ft.)

SCALE: 1/16" = 1'-0"

From the drawing desk of...
Russell, Galloway, Associates
115 Meyers St., Suite 110
Chico, California 95928
(530) 343-1501 fax (530) 343-1601
www.rga-chico.com

MINUTE ORDER
BOARD OF SUPERVISORS
COUNTY OF TEHAMA, STATE OF CALIFORNIA

REGULAR AGENDA

AGREEMENT / TEHAMA COUNTY DEPARTMENT OF SOCIAL SERVICES / TEHAMA COUNTY HEALTH SERVICES AGENCY – CEQA Finding; Approval and Authorization for the Chairman to Sign the Lease Agreement with Corning Healthcare District for the Lease of Office Space in the Facility Located at 275 Solano St, Corning, CA

A motion was made by Supervisor Willard, seconded by Supervisor Avilla and carried by the unanimous vote of the Board to adopt a finding that the lease of office space in the Corning Healthcare District's newly constructed facility is categorically exempt from review under the California Environmental Quality Act (Class 1 and 27 Categorical Exemptions), and direction to the Chief Administrator to file a Notice of Exemption.

Following comments, a motion was made by Supervisor Willard, seconded by Supervisor Williams and carried by the unanimous vote of the Board to approve and authorize the Chairman to sign the following agreement:

AGREEMENT – Lease Agreement with Corning Healthcare District for the lease of office space in the newly constructed facility located at 275 Solano St, Corning, CA, for the initial rental amount of $8,506.50 per month (subject to adjustments for inflation), commencing on the first day of the second calendar month following completion of construction of the facility, ending 9/30/20.

(2009 Miscellaneous Agreement Book, #333-2009)

STATE OF CALIFORNIA)ss
COUNTY OF TEHAMA)

I, BEVERLY ROSS, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on the 29th day of September, 2009.

DATED: October 1, 2009

BEVERLY ROSS, County Clerk and
Ex-officio Clerk of the Board of Supervisors
of the County of Tehama, State of California

By Mackenzie Parkinson Deputy

EXTENSION OF LEASE AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND THE CORNING HEALTHCARE DISTRICT

This Extension Agreement (the "Extension) is made this 25th day of August, 2020 by and between the County of Tehama ("Lessor"), and the Corning Healthcare District ("Lessee").

RECITALS

1. Lessor and Lessee are parties to that certain *Lease Agreement,* effective October 1, 2009 (Tehama Co. Misc. Agreement No. 333-2009), (Original Agreement) providing for the lease of "Premises" located at 275 Solano Street, Corning, California.

2. The parties desire to extend the Agreement an additional period of ten (10) years unless terminated earlier pursuant to the provisions of this lease.

AGREEMENT

In consideration of the mutual agreements herein set forth, and for the good and valuable consideration, the parties agree as follows:

1. The above recitals are hereby incorporated into this Extension.

2. The term of the Original Agreement is hereby extended for an additional period of ten (10) years, commencing on September 1, 2020 and terminating on August 30, 2030.

3. Section 10.2 – Notices shall be amended as follows:

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

LESSOR	LESSEE
Tina Bonham District Manager Corning Healthcare District Post Office Box 996 Corning, CA 96021	Williams J. Goodwin Chief Administrator County of Tehama 727 Oak Street Red Bluff, CA 96080 With copies to: Valerie Lucero Executive Director Tehama County Health Services Agency Post Office Box 400 Red Bluff, CA 96080 Laura Hawkins Director Tehama County Department of Social Services 310 South Main Street Red Bluff, CA 96080

4. All other terms and conditions of the Original Agreement and Extension Agreement shall remain in effect unchanged during the term of the Extension.

5. This Extension, together with the Original Agreement, constitutes the entire agreement of the parties and supersedes all previous agreements, writings and oral statements. In the event of any inconsistency or conflict between this Extension and the Original Agreement, the provisions of this Extension shall prevail over those of the Original Agreement. This Extension and the Original Agreement may not be further modified except in a writing signed by both parties.

SIGNED for and on behalf of
COUNTY OF TEHAMA (LESSEE)

By: _____

Title: Chairman

Approved as to Form:

_____
County Counsel, County of Tehama

SIGNED for and on behalf of
CORNING HEALTHCARE DISTRICT (LESSOR)

By: _____

Title: Pres of the Board

Approved as to Form:

_____
Thomas Andrews, District Counsel

E-Contract Review
Approval as to Form

Department Name: Administration

Vendor Name: Corning Healthcare District.

Contract Description: Amendment to extend lease agreement.

APPROVED AS TO FORM:



Date: 08/20/2020

Office of the Tehama County Counsel
Richard Stout, County Counsel

MINUTE ORDER
BOARD OF SUPERVISORS
COUNTY OF TEHAMA, STATE OF CALIFORNIA

C O N S E N T A G E N D A

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Burt Bundy, Supervisor - District 5
SECONDER:	Steve Chamblin, Supervisor - District 1
AYES:	Chamblin, Garton, Williams, Bundy, Carlson

11. HEALTH SERVICES AGENCY / DEPARTMENT OF SOCIAL SERVICES
   a) AGREEMENT - Approval and authorization for the Chairman to sign the Amendment to the agreement (Misc. Agreement #333-2009) with Corning Healthcare District for the lease of office space located at 275 Solano Street, Corning, California, to extend the Agreement for an additional period of ten (10) years, commencing on 9/1/20 and terminating on 8/30/30.
   (Miscellaneous Agreement #2020-247)

STATE OF CALIFORNIA)
) ss
COUNTY OF TEHAMA)

I, JENNIFER VISE, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on the 1st day of September, 2020.

DATED: September 3rd, 2020

JENNIFER A. VISE, County Clerk and
Ex-officio Clerk of the Board of Supervisors
of the County of Tehama, State of California

Deputy: Robert Spale

EXHIBIT B
AUTHORIZATION FOR SUBLEASE

CORNING HEALTHCARE DISTRICT
BOARD OF DIRECTORS MEETING MINUTES
Tuesday, October 18, 2022
275 SOLANO STREET CONFERENCE ROOM
MEUSER BUILDING, CHD CAMPUS
VIDEO CONFERENCING

CALL TO ORDER: **6:00 pm**

ROLL CALL: **Directors:** Yvonne Boles, Valanne Cardenas, Lilia Rodriguez, Pat Hunn and Ross Turner present.

ALSO PRESENT: Maintenance Supervisor Mike Smith. District Counsel Thomas Andrews present via teleconference.

DISTRICT MANAGER: Tina E Hale present.

PLEDGE OF ALLEGIANCE: The pledge was given.

INVITATION TO PUBLIC TO ADDRESS BOARD: Members of the public were invited to speak.

ADOPTION OF AGENDA: A motion was made by Director Hunn to adopt the agenda as presented. A second was made by Director Rodriguez. The motion was approved unanimously.

MINUTES: A motion was made by Director Turner to adopt the minutes from the previous meetings held on September 20, 2022. A second was made by Director Hunn. The motion was approved unanimously.

FINANCIAL REPORT: A motion was made by Director Turner to adopt the financial reports for July 2022. A second was made by Director Cardenas. The motion was approved unanimously.

PRESIDENT'S REPORT: President Boles thanked the Emergency Service Providers for taking the time to give us a complete tour of the new ambulance. She stated she is very proud of the partnership with Saint Elizabeth's and Mercy Foundation North to continue quality emergency ground service to the South County. She also acknowledged the work done by District Manager Hale to help facilitate this partnership.

DIRECTOR'S REPORT: Director Cardenas and Director Hunn commented on the "Think Pink" bags given out by the District at the Corning Olive Festival and the success of the "Corning in the Evening" event.

DISTRICT MANAGER: Tina Hale reported that 250 Breast Cancer Awareness bags were given away at the Corning Olive Festival. She also reported that she attended a reception held by Mercy Foundation North. Corning Healthcare District was awarded their highest honor in gratitude for the purchase of an ambulance for St. Elizabeth's Hospital

COMMENTS AND REPORTS FROM MAINTENANCE DEPARTMENT: Mike Smith reported that there will be a safety inspection coming up. He is repairing a trip hazard on the sidewalk near Solano Street. He will be removing the birds nests from the lattice on the front of the Meuser Building.

COMMUNICATIONS, CORRESPONDENCE, AND INFORMATION: Ruby Rodriguez gave an update on the Corning Adventist Health Clinic. They are pleased to welcome a new provider, Denise Abbasi, MD. She is a dedicated pediatrician who is fluent in Spanish, French and English.

PROCLAMATION, APPOINTMENTS, RECOGNITIONS, PRESENTATIONS:

Delcie Strahan of Mercy Foundation North introduced Board Member Marie Dotson and Emergency Service Providers, Maryjo Hoskins and Sam Sauer. She reiterated their extreme gratitude and recognized their highest award was presented to Corning Healthcare District by Mercy Foundation North at a reception held in September. She announced that Corning Healthcare District are forever members of the Catherine McAuley Society.

REGULAR AGENDA:

-ADOPTION OF A RESOLUTION OF THE BOARD OF DIRECTORS CORNING HEALTHCARE DISTRICT PROCLAIMING A LOCAL EMERGENCY, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR'S ORDER DATED MARCH 4, 2020, AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODY OF CORNING HEALTHCARE DISTRICT
A motion was made by Director Turner to adopt RESOLUTION NO. 10-18-22, waive reading and adopt by title. A second was made by Director Hunn. The motion was approved unanimously.

-TEHAMA COUNTY DEPARTMENT OF SOCIAL SERVICES SUBLEASE TO EMPOWER TEHAMA
A motion was made by Director Cardenas to approve the sublease of office space to Empower Tehama. A second was made by Director Hunn. The motion was approved unanimously.

-ACQUISITION OF SOLAR POWER
Discussion of the information gathered regarding cost analysis and benefits of installing solar power on campus. This will be an ongoing topic of discussion and research.

COMMENTS FROM DISTRICT COUNSEL:

Attorney Andrews commented on the positive addition of Empower Tehama to our District Campus. He stated that the lease agreement with Tehama County was created with the flexibility to accommodate any changes or additions.
Corning Healthcare District welcomes the services Empower Tehama will bring to Southern Tehama County.

ADJOURNMENT: 7:30 PM

Tina E Hale

Tina E Hale
District Manager

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, age, disability, religion, sex and familial status. (Not all prohibited bass apply to all programs).

To file a complaint of discrimination, write USDA Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD)."

Corning Healthcare District

10/20/2022

Tehama County Board of Supervisors
727 Oak Street
Red Bluff, CA 96086

Dear Supervisors,

The Corning Healthcare District Board of Directors welcomes the addition of Empower Tehama to our campus.
District Counsel Thomas Andrews has carefully studied the proposal to sublease offices currently used by the Department of Social Services to Empower Tehama. This proposal fits the parameters set forth in the original lease agreement with Tehama County.
We are pleased to acquire the services Empower Tehama will bring to Southern Tehama County.

Sincerely,

Tina E Hale

Tina E Hale
District Manager

275 Solano Street, PO Box 996 Corning CA, 96021
(530) 824-5451 WK (530) 824-5419 Fax
Healthyreminders4u@gmail.com **Corninghealthcaredistrict.org**

E-Contract Review
Approval as to Form

Sublessor Name: County of Tehama

Sublessee Name: Empower Tehama

Contract Description: Sublease Agreement for Rooms at 275 Solano St, Corning, CA for Public Benefit Program

APPROVED AS TO FORM:

Office of the Tehama County Counsel
Brittany T. Ziegler, Deputy County Counsel

Date: 11/05/2025

Tehama County

Agenda Request Form

File #: 25-2061 **Agenda Date:** 12/9/2025 **Agenda #:** 6.

HEALTH SERVICES AGENCY / CLINIC

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Executive Director to sign Amendment No.1 to Purchasing Agreement 270PA25 with WIPFLI, LLP for the provision of consulting services to Tehama County Health Services Agency (TCHSA), thereby increasing the maximum compensation amount to $56,000, and changing all references to WIPFLI, LLP throughout the agreement to hereafter be referred to as WIPFLI Advisory LLC, effective 7/1/25 and shall terminate 6/30/28

Financial Impact:
The maximum compensation amount is increasing from $48,000 to $56,000. The funds for this amendment will come from Medicare, Medi-Cal, private insurance, private pay, and realignment.

Background Information:
Effective October 1, 2025, WIPFLI, LLPP was assigned to WIPFLI Advisory LLC. TCHSA has been utilizing the services of WIPFLI, LLP since 2019 for consulting services and preparation of the annual Medicare Cost Report, the Medi-Cal PPS Reconciliation Request, and the Medi-Cal Change in Scope of Service Request that are required by the California Department of Health Care Services (DHCS). Additional funds are being added to the agreement in preparation for an upcoming audit by DHCS, which will require more consulting hours than what was anticipated in the original agreement.

AMENDMENT #1
TO THE AGREEMENT
BETWEEN
THE COUNTY OF TEHAMA
AND
WIPFLI, LLP

This Amendment #1 to Agreement #270PA25, dated July 1, 2025, by and between the County of Tehama, through its Health Services Agency (County) and WIPFLI, LLP (Contractor) for the provision of providing consulting services for the County, shall be amended as follows:

Contractor Name Change: WIPFLI, LLP is assigning its rights and interests in the contract to legal entity " WIPFLI Advisory LLC." All references to WIPFLI, LLP and/or Contractor in Agreement #270PA25 shall hereafter be deemed to refer to WIPFLI Advisory LLC.

Section 3, "Compensation," shall be replaced with the following paragraph:

3. **COMPENSATION**

Contractor shall be paid $7,500.00 for the Medicare Cost Report, $4,500.00 for the Medi-Cal PPS Reconciliation Request, $8,500.00 for the Change in Scope of Service Request (CSOSR), and an hourly rate of $400.00 for any additional consulting services described in this Agreement. The Maximum Compensation payable under this Agreement shall not exceed $56,000.00. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to

County. This provision shall survive the expiration or other termination of this Agreement.

Section 18, "Notices," shall be amended as follows:

a. If to Contractor

WIPFLI Advisory, LLC
3 Park Plaza, Suite 400
Irvine, CA 92614
With a copy to: Wipfli-legal@wipfli.com

It is mutually agreed that all other terms and conditions of Agreement #270PA25 shall remain in full force and effect.

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

COUNTY OF TEHAMA

Date: 11-21-25

Jayme S. Bottke

WIPFLI ADVISORY LLC

Date: 11/20/2025

Durward Ferland, Partner

E-Contract Review
Approval as to Form

Department Name: Health Services Agency

Vendor Name: WIPFLI, LLP

Contract Description: For the purpose of contractor name change

APPROVED AS TO FORM:



Date: 11/10/2025

Office of the Tehama County Counsel
Margaret Long, County Counsel

AGREEMENT
BETWEEN
THE COUNTY OF TEHAMA
AND
WIPFLI LLP

This agreement is entered into between the County of Tehama, through its Health Services Agency, ("County") and WIPFLI LLP, ("Contractor") for the purpose of providing consulting services for the County.

1. **RESPONSIBILITIES OF CONTRACTOR**

During the term of this agreement, Contractor shall perform the services as outlined in the "Engagement Letter," attached hereto and incorporated herein as Exhibit B, in addition to the services described as follows

A. Assist in the review of the Clinic Fee Schedule and rural clinical operations.
B. Prepare annual RHC Reports for the Tehama County Health Services Agency Medical Clinic. Additional cost reports may be prepared during the term of this Agreement,
C. Prepare annual RHC PPS Reconciliation reports for the Tehama County Health Services Agency Medical Clinic.
D. Provide other technical assistance related to the above reports as requested by the County in writing and agreed upon by Contractor on an as needed basis. If such requests cause Contractor's fees to exceed the Maximum Compensation (defined below), County shall pay Contractor for such additional fees, upon written amendment to the original contract.
E. Keep and maintain, accurate records of all costs incurred, and all time expended for work under this Agreement. Contractor shall contractually require that all of Contractor's subcontractors performing work called for under this Agreement also keep and maintain such records. All such records, whether kept by Contractor or any subcontractor shall be made available to County or its authorized representative, or officials of the State of California, for review or audit during normal business hours upon reasonable advance notice given by County, its authorized representative, or officials of the State of California.

2. **RESPONSIBILITIES OF THE COUNTY**

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

3. **COMPENSATION**

Contractor shall be paid $7,500.00 for the Medicare Cost Report, $4,500.00 for the Medi-Cal PPS Reconciliation Request, $8,500.00 for the Change in Scope of Service Request (CSOSR), and an hourly rate of $400.00 for any additional consulting services described in this Agreement. The Maximum Compensation payable under this Agreement shall not exceed $48,000.00. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

4. **BILLING AND PAYMENT**

Contractor shall submit to County an itemized invoice for all services rendered. County shall make payment of all undisputed amounts within 30 days of receipt of Contractor's invoice. County shall be obligated to pay only for services properly invoiced in accordance with this section.

5. **TERM OF AGREEMENT**

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

6. **TERMINATION OF AGREEMENT**

If Contractor fails to perform its duties in accordance with industry standards to the reasonable satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner its obligations under this agreement, or if Contractor violates any of the material terms or provisions of this agreement, then the County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Contractor. Either party may terminate this agreement on 30 days' written notice. County shall pay contractor for all work completed as of the date of notice. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year. In the event of termination pursuant to this section, County shall pay Contractor for services rendered and time incurred up to the effective date of termination.

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

7. **ENTIRE AGREEMENT; MODIFICATION**

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

8. **NONASSIGNMENT OF AGREEMENT**

Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, subcontract, or sublet any obligations under this Agreement, or the Agreement as a whole, without the prior written consent of the County. Notwithstanding the foregoing, Contractor may assign its rights and obligations under this Agreement, in whole but not in part, without the County's permission, in connection with any merger, consolidation, sale of all or substantially all of Contractor's assets or equity, or any other

similar transaction; *provided, that* the assignee: (a) provides prompt written notice of such assignment to the non-assigning party; (b) is capable of fully performing the obligations of the Contractor under the Agreement; and (c) agrees to be bound by the terms and conditions of this Agreement. The Agreement is binding on the parties hereto and their respective successors and permitted assigns.

9. **EMPLOYMENT STATUS**

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

10. **INDEMNIFICATION**

Contractor shall defend and indemnify County and the employees and agents of County (collectively "County Parties"), against any and all third party claims, demands, liability, judgements, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Agreement or the work covered by this Agreement and arising either directly or indirectly from any act, error, omission or negligence of Contractor or its Contractors, licensees, agents, servants or employees. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is

determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. Except in the event of fraud or willful misconduct by the Contractor resulting in damage to the County, in no event shall Contractor's liability to County under this or any other provision of this Agreement exceed $20,000.00 to Contractor for the service which is the subject of the claim or indemnity.

11. INSURANCE

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

12. PREVAILING WAGE

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services hereunder are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office and will make this information available to any interested party upon request. Contractor shall defend, indemnify, and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a "public work." To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

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

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

13. NON-DISCRIMINATION

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

14. GREEN PROCUREMENT POLICY

Tehama County Resolution No. 49-2002, the Green Procurement Policy (available upon request) supports recycling and waste reduction and promotes the purchase of products made with recycled materials when product fitness and quality are equal, and they are available at no more than the total cost of non-recycled products. Contractor is encouraged to conform to this policy.

15. COMPLIANCE WITH LAWS AND REGULATIONS

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

16. **LAW AND VENUE**

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

17. **AUTHORITY**

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

18. **NOTICES**

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

If to County:	Tehama County Health Services Agency Attn: Executive Director Post Office Box 400 Red Bluff, CA 96080 (530) 527-8491
If to Contractor:	WIPFLI LLP PO Box 71446 Oakland, CA 94612

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

19. **NON-EXCLUSIVE AGREEMENT**

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

20. STANDARDS OF THE PROFESSION

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

21. LICENSING OR ACCREDITATION

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

22. RESOLUTION OF AMBIGUITIES

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

23. NO THIRD-PARTY BENEFICIARIES

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

24. HAZARDOUS MATERIALS

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

25. HARASSMENT

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

26. COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING

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

27. CONFLICT OF INTEREST

Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this Agreement, no subcontractor or person having such an interest shall be used or employed. Contractor certifies that no one who has or will have any financial interest under this Agreement

is an officer or employee of County.

28. BANKRUPTCY

Contractor shall immediately notify County in the event that Contractor ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or 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.

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

County and Contractor intend to protect the privacy and provide for the security of Protected Health Information (PHI) disclosed to Contractor pursuant to this contract in accordance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the HITECH Act), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the HIPAA Regulations) and other applicable laws. For purposes of this Agreement, Protected Health Information ("PHI") means individually identifiable health information that is transmitted or maintained in any form or medium and has the same meaning as the term "protected health information" as defined in 45 C.F.R. § 160.103, limited to the Protected Health Information Contractor received from or created, maintained, transmitted, or received on behalf of County as County's business associate. Protected Health Information includes, without limitation, Electronic Protected Health Information.

Contractor is directly responsible for compliance with certain of the HIPAA Privacy and Security Rules' requirements, and subject to civil and criminal penalties for violations thereof and shall implement the Rules' required standards.

County and Contractor agree to assume the obligations and activities listed below to ensure the privacy and security of PHI that may come into their respective possession during the course of this agreement.

1. **Permitted Uses and Disclosures by Contractor**

A. Except as otherwise limited in this Agreement, Contractor may use or disclose PHI to perform functions, activities, or services for, or on behalf of, County as specified in this Agreement, provided that such use or disclosure would not violate the Privacy Rule or Security Rule or the HITECH Act, or any implementing regulations thereof, if done by County. Contractor must limit use or disclosure of Protected Health Information to the minimum necessary to accomplish the intended purpose.

B. Except as otherwise limited in this Agreement, Contractor may disclose PHI for the proper management and administration of the Contractor, provided that disclosures are required by law, or Contractor obtains reasonable written assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware in which the confidentiality or security of the information has been breached or otherwise compromised.

C. Except as otherwise limited in this Agreement, Contractor may use PHI to provide Data Aggregation services to County as permitted by 42 CFR 164.504(e)(2)(i)(B).

2. **Prohibited Uses and Disclosures**

A. Contractor shall not disclose PHI to a health plan for payment or health care operations purposes if the client has requested this special restriction and has paid out of pocket in full for the health care item or service to which the PHI solely relates, in accordance with 45 CFR 164.522(a)(1)(vi).

B. Contractor shall not sell PHI and shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of County and as permitted by 45 CFR 164.508 (A)(4).

3. **Specific Obligations and Activities of Contractor**

A. **Nondisclosure**: Contractor agrees to not use or further disclose PHI other than as permitted or required by the Agreement or as required by law.

B. **Safeguards**: Contractor agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, security,

integrity, and availability of the PHI that it creates, receives, maintains, uses or transmits on behalf of County, in compliance with the Privacy and Security Rules, and to prevent any use or disclosure of PHI other than as provided for by this Agreement. Contractor shall develop and maintain a written privacy and security program that includes administrative, physical, and technical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities. Contractor will provide County with information concerning such safeguards as County may reasonably request from time to time.

Such safeguards shall include, but not be limited to the following:

1. **Destruction of PHI**: Contractor agrees that destruction of PHI on paper, film, or other hard copy media must involve either shredding or otherwise destroying the PHI so that it cannot be read or reconstructed.
2. **Change in Personnel**: Contractor agrees that should any Contractor employee or subcontractor have direct access (meaning Contractor can access County computer systems without County assistance) to computer systems of County that contain PHI, Contractor shall immediately notify County of any change of such personnel (e.g. employee or subcontractor termination, or change in assignment where such access is no longer necessary) in order for County or Contractor to ensure the direct access has been disabled.
3. **Security of Electronic PHI**: Contractor agrees to comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, as required by 45 CFR 164.302. Contractor agrees to secure all Electronic PHI by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals in accordance with reasonable industry standards.

C. **Subcontractors and Agents**: Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Contractor on behalf of, County, agrees in writing to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such PHI. Contractor further agrees that if Contractor provides Electronic PHI to a third party, such as a subcontractor, Contractor shall ensure that the third party has reasonable

and appropriate safeguards to protect it and that Contractor shall implement and maintain sanctions against agents and subcontractors that violate such safeguards and shall mitigate the effects of any such violation. Contractor shall, upon knowledge of a subcontractor or agent's material breach or violation of obligation under the subcontract, require said subcontractor or agent to cure the breach and end the violation of obligation, or if such steps are unsuccessful, shall terminate the contract or arrangement, if feasible.

D. **Breach of Protected Health Information**:

1. **Report of Breach**: Contractor agrees to report to County any Breach involving PHI (in any form). Breach means the acquisition, access, use, or disclosure of PHI in a manner not permitted hereunder which compromises the security or privacy of the PHI. (45 CFR 164.402.) Contractor shall report a Breach promptly after discovery either by telephone call to 530-527-8491 x3046 or encrypted email to Privacy.Officer@tchsa.net and will include, to the extent possible, the identification of each Individual whose PHI has been, or is reasonably believed by the Contractor to have been, Breached, a description of the PHI involved, the nature of the unauthorized acquisition, access, use or disclosure, the date of occurrence, and a description of any remedial actions taken or proposed to be taken by Contractor, including actions to mitigate harm to individuals and to protect against further Breaches. Contractor will also provide to County any other available information that County is required to include in its notification to the Individual under 45 CFR 164.404(c) at the time of the initial report or promptly thereafter as information becomes available. Any Breach shall be treated as discovered by Contractor on the first day the Breach is known or would have been known upon exercise of reasonable diligence, to the Contractor, including any person, other than the individual committing the Breach, that is an employee, officer or other agent of the Contractor.

2. **Corrective Action**: Contractor agrees, in the event of any Breach or attempted Breach of PHI, to take prompt corrective action to cure the

Breach, to take any action required by applicable federal and state laws and regulations to mitigate the harm caused by the Breach, and to take reasonable steps to prevent future similar Breaches or attempted Breaches. Contractor will document any such action and make such documentation available to County.

3. **Notification to Third Parties**: Except as required by law, Contractor agrees that it will not inform any third party of a Breach of PHI without obtaining the County's prior written consent. County hereby reserves the sole right to determine whether and how such notice is to be provided to any Individuals, regulatory agencies, or others as may be required by law, regulation or contract terms, as well as the contents of such notice. When applicable law requires the Breach to be reported to a federal or state agency or that notice be given to media outlets, Contractor shall cooperate with and coordinate with County to ensure such reporting is in compliance with applicable law and to prevent duplicate reporting, and to determine responsibilities for reporting.

4. **Notification Costs**: Contractor agrees to assume responsibility for any and all costs associated with notification of Individuals affected by a Breach which is the responsibility of Contractor or its employees, officers, subcontractors, agents or other representatives when such notification is required by any state or federal law or regulation or under any applicable contract to which County is a party.

E. **Employee Training**: Contractor agrees to train, and to use reasonable measures to ensure compliance with the requirements of this Agreement, by employees who assist in the performance of functions or activities on behalf of County under this agreement and/or who create, receive, access, use or disclose PHI (in any form), and to discipline such employees who violate, whether negligently or willfully, any provisions of this Agreement, as appropriate to the severity of the violation, up to and including termination of employment.

F. **Mitigation of Harmful Effect**: Contractor agrees to mitigate, to the extent practicable, any harmful effect caused by the receipt, access, use or disclosure of PHI by Contractor in violation of the requirements of this Agreement.

G. **Audit Inspection and Access**:

1. With reasonable notice, Contractor agrees to make policies, procedures, and records relating to the acquisition, access, use and disclosure of PHI received from, or created, received, accessed, maintained, used, or disclosed, by Contractor on behalf of, County, available to the Secretary of Health and Human Services, for audit and/or inspection purposes, at a time and manner reasonably designated by the Secretary of Health and Human Services, to allow the Secretary of Health and Human Services to determine County's compliance with the Privacy Rule and Security Rule. This section does not relieve Contractor of its responsibilities to comply with this Agreement or Contractor's responsibilities under the Privacy Rule or Security Rule, nor does County's failure to detect, or detection but failure to notify Contractor of, or to require Contractor's remediation of, any unsatisfactory practices constitute acceptance of such practice or a waiver of County's enforcement rights under this Agreement.
2. If Contractor is the subject of an audit, compliance review, or complaint investigation by the Secretary of the Office of Civil Rights, U.S. Department of Health and Human Services, that is related to the performance of its obligations pursuant to this Agreement, Contractor shall notify County and provide County with a copy of any PHI that Contractor provides to the Secretary of the Office of Civil Rights concurrently with providing such PHI to the Secretary. Contractor is responsible for any civil penalties assessed due to an audit or investigation of Contractor, in accordance with 45 CFR 160.402(a).

H. **Accounting Retention Period**: To the extent applicable to Contractor, Contractor agrees to document disclosures of PHI, and information related to such disclosures, as would be required for County to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528 and the

HITECH Act. Contractor agrees to implement a process that allows for an accounting to be collected and maintained by the Contractor and its agents or subcontractors covering a period of at least six (6) years prior to the request. If the HIPAA Administrative Simplification Regulations are hereafter modified to provide that an accounting of disclosures from an Electronic Health Record for treatment, payment or health care options purposes are required to be collected and maintained for only three (3) years prior to the request and only to the extent Contractor maintains electronic health records and is subject to this requirement, this section shall be deemed amended accordingly.

1. Contractor need not record disclosure information or otherwise account for disclosures of Protected Health Information that this Agreement or County, in writing, permits or requires and that are for one of the following purposes: (A) County's Treatment, Payment or Health Care Operations, as provided in 45 C.F.R. § 164.506, unless such disclosure occurs through an Electronic Health Record used or maintained by Contractor; (B) in response to a request from the Individual who is the subject of the disclosed Protected Health Information, or to that Individual's personal representative, as provided in 45 C.F.R. § 164.502; (C) incident to a use or disclosure otherwise permitted or required by 45 C.F.R. § 164.502; (D) pursuant to an authorization, as provided in 45 C.F.R. § 164.508; (E) for the facility's directory or to persons involved in the Individual's care or for other notification purposes as provided in 45 C.F.R. § 164.510; (F) for national security or intelligence purposes as provided in 45 C.F.R. § 164.512(k)(2); (G) to correctional institutions or law enforcement officials as provided in 45 C.F.R. § 164.512(k)(5); (H) as part of a Limited Data Set in accordance with 45 C.F.R. § 164.514(e); or (I) for disclosures prior to April 14, 2003.
2. Contractor agrees to provide to County or an Individual, in time and manner reasonably designated by County, information collected or obtained during performance under this Agreement, to permit County to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528 and the HITECH Act.

I. **Individual Access to Protected Health Information**: Contractor agrees to provide access, at the request of County, and in the time and manner reasonably designated by the County, to PHI to County or, as directed by County, to an Individual, in accordance with 45 CFR 164.524.

J. **Amendment to Protected Health Information**: Contractor agrees to make any amendment(s) to PHI that County directs or agrees to make pursuant to 45 CFR 164.526, at the request of County or an Individual, and in the time and manner reasonably designated by County.

K. **Fines and Penalties**: Contractor understands that a failure to comply with the provisions of HIPAA, the HITECH Act, and their implementing regulations applicable to Contractor as a Business Associate, may result in the imposition of sanctions and/or penalties on Contractor under HIPAA, the HITECH Act and the HIPAA regulations. In addition, Contractor agrees to the following:

1. Contractor shall pay any penalty or fine assessed against County arising from Contractor's failure to comply with obligations imposed on Contractor by HIPAA or the HITECH Act, or their implementing regulations.
2. Contractor shall pay any penalty or fine assessed against County arising from Contractor's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to, any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

4. **Specific Obligations of COUNTY**

A. **Notice of Privacy Practices**: County shall make available to Contractor the notice of privacy practices that County produces in accordance with 45 CFR 164.520. County shall provide to Contractor any changes to such notice.

B. **Permission by Individuals for Use and Disclosure of PHI**: County shall provide Contractor with any changes in, or revocation of, permission by Individual to use or disclose PHI, if such changes affect Contractor 's permitted or required uses and disclosures.

C. **Notification of Restrictions**: County shall notify Contractor of any restriction to the use or disclosure of PHI that County has agreed to in accordance with 45 CFR 164.522.

D. **Requests Conflicting with HIPAA Rules**: County shall not request Contractor to use or disclose PHI in any manner that would not be permissible under the Privacy Rule or Security Rule if done by County.

5. Term and Termination

A. **Material Breach**: Upon County's knowledge of a material breach of this Agreement, the HIPAA Privacy, or the HIPAA Security Rule by Contractor, or an implementing regulation thereof, County shall provide an opportunity for Contractor to cure the breach or end the violation and may terminate this Agreement if Contractor does not cure the breach or end the violation within the time specified by County. County may terminate this agreement immediately if Contractor has breached a material term of this Agreement and cure is not possible. If neither cure nor termination is feasible, County may report the violation to the Secretary of Health and Human Services as required by HIPAA.

B. **Judicial or Administrative Proceedings**: County may terminate this agreement if Contractor is found guilty of a criminal violation of HIPPA, or the HITECH Act, or their implementing regulations. County may terminate this agreement if a finding or stipulation that Contractor has violated any standard or requirement of HIPAA, the HITECH Act, their implementing regulations, or other security or privacy laws is made in any administrative or civil proceeding in which the Contractor is a party or has been joined.

C. **HIPAA Violation Indemnification**: Notwithstanding the generality of Section 10 of this Agreement (entitled "INDEMNIFICATION") and any other remedies provided herein, Contractor shall defend, hold harmless, and indemnify County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County, damages, judgments, or decrees arising out of Contractor 's actions or omissions undertaken pursuant to this Agreement related to compliance with HIPAA, the HITECH Act, or their implementing regulations, whether by negligence or otherwise. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing.

D. **Witness Availability**: Contractor shall make itself and any subcontractors, employees, or agents assisting Contractor in the performance of its obligations under this Agreement, available to County at no cost to County to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against County, its directors, officers or employees based upon claimed violations of HIPAA, the HITECH Act, or their implementing regulations or other laws relating to security and privacy, arising from actions or omissions by the Contractor, except where Contractor or its subcontractor, employee or agent is named as an adverse party.

E. **Effect of Termination**: Upon termination or expiration of this Agreement for any reason, Contractor shall promptly return or destroy all PHI received from County or created or received by Contractor on behalf of County, that Contractor still maintains in any form, and shall retain no copies of such PHI. Notwithstanding the foregoing, if Contractor determines that return or destruction is not feasible, Contractor shall continue to extend the protections of this Agreement to such information and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible, for so long as Contractor maintains such PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Contractor.

6. **Miscellaneous**

A. The respective rights and obligations of Contractor set forth in this Health Insurance Portability and Accountability Act (HIPAA) section shall survive the termination or expiration of this Agreement.

B. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is reasonably necessary for County to comply with the requirements of the Privacy Rule and Security Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, 42 U.S.C. section 17921 et seq., and their implementing privacy and security regulations at 45 CFR Parts 160 and 164.

C. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule and Security Rule and any implementing regulations. Definition of terms shall be as used in the HIPAA and HITECH Acts and their implementing regulations.

30. CULTURAL COMPETENCY

Contractor shall ensure that services delivered under the terms of this agreement reflect a comprehensive range of age-appropriate, cost-effective, high quality intervention strategies directed so as to promote wellness, avert crises, and maintain beneficiaries within their own communities. Contractor shall make every effort to deliver services which are culturally sensitive and culturally competent, and which operationalize the following values:

a. Services should be delivered in the client's primary language or language of choice since language is the primary "carrier of culture,"

b. Services should encourage the active participation of individuals in their own care, protect confidentiality at all times, and recognize the rights of all individuals regardless of race, ethnicity, cultural background, disability or personal characteristics,

c. Service delivery staff should reflect the racial, ethnic, and cultural diversity of the population being served,

d. Certain culturally sanctioned behaviors, values, or attitudes of individuals legitimately may conflict with "mainstream values" without indicating psychopathology or moral deviance,

e. Service delivery systems should reflect cultural diversity in methods of service delivery as well as policy,

f. The organization should instill values in staff which encourage them to confront racially or culturally biased behavior in themselves and others and which encourage them to increase their sensitivity and acceptance of culturally based differences.

31. **CODE OF CONDUCT**

At all times while providing services under this Agreement, Contractor shall adhere to Code of Conduct. Tehama County Health Services Agency (TCHSA) maintains high ethical standards and is committed to complying with all applicable statutes, regulations, and guidelines. TCHSA and each of its employees and Contractors shall follow an established Code of Conduct.

PURPOSE: The purpose of the TCHSA Code of Conduct is to ensure that all TCHSA employees and Contractors are committed to conducting their activities in accordance with the highest levels of ethics and in compliance with all applicable State and Federal statutes, regulations, and guidelines. The Code of Conduct also serves to demonstrate TCHSA's dedication to providing quality care to its patients.

CODE OF CONDUCT – General Statement

The Code of Conduct is intended to provide TCHSA employees and Contractors with general guidelines to enable them to conduct the business of TCHSA in an ethical and legal manner;

- Every TCHSA employee and Contractor is expected to uphold the Code of Conduct;
- Failure to comply with the Code of Conduct or failure to report non-compliance may subject the TCHSA employee or Contractor to disciplinary action, up to or including termination of employment or contracted status.

CODE OF CONDUCT – All TCHSA employees and Contractors:

- Shall perform their duties in good faith and to the best of their ability.
- Shall comply with all statutes, regulations, and guidelines applicable to Federal health care programs, and with TCHSA's own policies and procedures.
- Shall refrain from any illegal conduct. When an employee or Contractor is uncertain of the meaning or application of a statute, regulation, or guideline, or the legality of a certain practice or activity, he or she shall seek guidance from his or her immediate Supervisor, Division Director, the Quality Assurance Manager, the Compliance Auditor, the Assistant Executive Director-Programs, or the Assistant Executive Director-Administration.
- Shall not obtain any improper personal benefit by virtue of their employment or contractual relationship with TCHSA;
- Shall notify their Supervisor, Division Director, Assistant Executive Director-Administration, the Assistant Executive Director-Programs, or Agency Executive Director

immediately upon receipt (at work or at home) of any inquiry, subpoena, or other agency or governmental request for information regarding TCHSA;

- Shall not destroy or alter TCHSA information or documents in anticipation of, or in response to, a request for documents by any applicable governmental agency or from a court of competent jurisdiction;
- Shall not engage in any practice intended to unlawfully obtain favorable treatment or business from any entity, physician, patient, resident, vendor, or any other person or entity in a position to provide such treatment or business;
- Shall not accept any gift of more than nominal value or any hospitality or entertainment, which because of its source or value, might influence the employee's or Contractor's independent judgment in transactions involving TCHSA;
- Shall disclose to their Director any financial interest, official position, ownership interest, or any other relationship that they (or a member of their immediate family) has with TCHSA vendors or Contractors;
- Shall not participate in any false billing of patients, governmental entities, or any other party;
- Shall not participate in preparation of any false cost report or other type of report submitted to the government;
- Shall not pay or arrange for TCHSA to pay any person or entity for the referral of patients to TCHSA, and shall not accept any payment or arrangement for TCHSA to accept any payment for referrals from TCHSA:
- Shall not use confidential TCHSA information for their own personal benefit or for the benefit of any other person or entity while employed at or under contract to TCHSA, or at any time thereafter;
- Shall not disclose confidential medical information pertaining to TCHSA's patients or clients without the express written consent of the patients or clients or pursuant to court order and in accordance with the applicable law and TCHSA applicable policies and procedures;
- Shall promptly report to the Compliance Officer any and all violations or suspected violations of the Code of Conduct;
- Shall promptly report to the Compliance Officer any and all violations or suspected violations of any statute, regulation, or guideline applicable to Federal health care programs or violations of TCHSA's own policies and procedures;

- Shall not engage in or tolerate retaliation against employees or Contractors who report or suspect wrongdoing.

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

COUNTY OF TEHAMA

Date: 6-3-25

Jayme S. Bottke, Executive Director

Date: 7/1/25

Debbie Schmidt
Signer ID: OT4GDGHC15...
Purchasing Agent

WIPFLI LLP

Date: 5/29/25

Daniel Winokur, Partner

125346
Vendor Number

53230
Budget Account Number

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

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

Commercial General Liability (including operations, products and completed operations)

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

Automobile Liability

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

Workers' Compensation

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

Professional Liability (Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less

than $1,000,000 per claim and $2,000,000 aggregate on a claims made basis. However, if coverage is written on a claims-made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

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

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

Endorsements: Additional Insureds

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

The certificate holder shall be "County of Tehama."

Primary Insurance Coverage

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

Coverage Cancellation

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

Acceptability of Insurers

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

Subcontractors

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

Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach.

Policy Obligations

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

Verification of Coverage

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

Exhibit B

WIPFLI

P.O. Box 71446
Oakland, CA 94612-7546

510 768 0066
wipfli.com

March 10, 2025

County of Tehama
Health Services Agency
1850 Walnut Street
Red Bluff, CA 96080

Dear County of Tehama:

This letter ("Engagement Letter"), together with the attached Wipfli LLP Professional Services Terms and Conditions, confirms the terms of our engagement with Health Services Agency ("Client") and the nature and extent of services we will provide.

Objective

The objective of our engagement is to:

1. Prepare the Medicare cost report (Form 222-17) for the year ended June 30, 2025, in accordance with the guidelines established by the Department of Health and Human Services - Centers for Medicare & Medicaid Services ("CMS") based on information provided by you for the following:
   - Tehama County Health Services Agency Medical Clinic
2. Prepare the California Department of Health Care Services ("Medi-Cal") PPS Reconciliation Request (Form DHCS 3097) for the year ended June 30, 2025, in accordance with the guidelines established by the Department of Health Care Services ("DHCS") based on information provided by you for the following:
   - Tehama County Health Services Agency Medical Clinic
3. Prepare the Medi-Cal Report Change in Scope of Service Request "CSOSR" (Form 3096) for the year ended June 30, 2025, in accordance with the guidelines established by the Department of Health Care Services ("DHCS") based on information provided by you for the following:
   - Tehama County Health Services Agency Medical Clinic
4. Apply accounting and financial reporting expertise to assist you in the presentation of reports described above without an undertaking to obtain or provide any assurance that there are no material modifications that should be made to the reports in order for them to be in accordance with the guidelines established by CMS and DHCS, as identified above.

Additional Services

From time to time, you may request that we provide services outside the scope of the services listed in the objective section of this letter ("Additional Services"). We will provide such Additional Services subject to the terms and conditions of this Engagement Letter. However, nothing in this Engagement Letter related to Additional Services is intended to require us to provide these Additional Services or is intended to create a duty,

either express or implied, to provide such Additional Services or otherwise to bring to your attention to matters or advice that we were not specifically requested to provide or address.

Fees

Our fees and expenses for this engagement will be billed as work progresses, and progress billings may be submitted. Based upon our discussions with representatives of Client, the fee for this engagement will be $7,500 for the Medicare Cost Report, $4,500 for the Medi-Cal PPS Reconciliation Request, and $8,500 for the Change in Scope of Service Request (CSOSR). Our hourly rate will be $400 for any additional consulting services, and our fee above has been determined based on our understanding obtained through discussions with you regarding your preparedness for the engagement and your current operations. To the extent we encounter circumstances outside of our expectations that warrant additional procedures and time, we will communicate that fact and advise you of options and the additional fees necessary to complete the engagement. We will also charge our actual direct travel expenses (if any) plus a technology and administration fee equal to six percent (6%) of our professional fees. We expect payment of our billings within 30 days after submission.

If, upon our receipt of information provided by you, we identify accuracy or completeness issues with such information which may affect preparation of the reports in accordance with the guidelines established by CMS and DHCS, any research and other efforts undertaken to address those issues will be considered Additional Services and billed at our standard hourly rates.

Our fees for the services listed above is based on the timely and accurate completion of our Information Request List ("IRL"). Failure to fully complete the IRL in a timely manner may result in additional fees at our standard hourly rates.

Please note: All cost report information requested in the IRL must be submitted to Wipfli 45 days prior to the applicable cost report due date or we will assess a minimum late fee of 25% of our fees related to such cost report. In addition, if information is not provided to Wipfli at least 45 days prior to the due date, Client's report(s) may be filed late and Client will be responsible for all late fees and penalties associated with such late filing, if any.

Procedures, Limitations, and Independence

We will use our judgment in resolving questions where the guidelines established by CMS and DHCS are unclear or where there may be conflicts between the Medicare Administrative Contractors ("MAC") or state Medicaid agency interpretations of the guidelines established by CMS and DHCS, law, and other supportable positions.

Where we disagree with respect to your obligation to disclose a position, you have the right to choose another professional to prepare your reports. In such event, you agree to compensate us for our services rendered to the date of withdrawal. Such withdrawal will release us from any obligation to complete your reports and will constitute completion of our engagement.

We do not perform a review or audit of the information that is provided to us as it relates to your reports. We are not required to, and will not, verify the accuracy or completeness of the information you will provide for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or conclusion nor provide any assurance on the reports.

Your reports may be selected for review or audit by their respective oversight agency(ies). Any proposed adjustments made during review or audit may be subject to certain rights of appeal. In the event of such review or audit, we will be available upon request to assist you. Such assistance will be considered Additional Services.

Our work in connection with preparation of your reports does not include any procedures designed to discover defalcations or other irregularities, should any exist. Our engagement cannot be relied upon to identify or disclose misstatements in the reports, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

Responsibilities of Management

You acknowledge and understand that our role is to prepare the reports in accordance with guidelines established by CMS and DHCS and assist you in the presentation of the reports in accordance with guidelines established by CMS and DHCS. You have the following overall responsibilities that are fundamental to our undertaking the engagement:

1. The selection of guidelines established by CMS and DHCS to be applied in the preparation of the reports.

2. The preparation and fair presentation of reports in accordance with guidelines established by CMS and DHCS and the inclusion of all informative disclosures that are appropriate for guidelines established by CMS and DHCS, if applicable.

3. The design, implementation, and maintenance of internal controls relevant to the preparation and fair presentation of the reports.

4. The prevention and detection of fraud.

5. To ensure that Client complies with the laws and regulations applicable to its activities.

6. Ensuring the accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement.

7. To provide us with:
    a. Access to all information of which you are aware is relevant to the preparation and fair presentation of the reports, such as records, documentation, and other matters.
    b. Additional information that we may request from you for the purpose of the engagement.
    c. Unrestricted access to persons within Health Services Agency of whom we determine it necessary to make inquiries.

You authorize Wipfli to directly access your accounting system(s) when requested by you or as deemed necessary by Wipfli to render services under this Engagement Letter. You agree to provide Wipfli a unique username and password to facilitate such access. You further agree to manage such access and understand that you are responsible for providing that access in a sound and secure manner that does not compromise your network or systems, and that you are responsible for terminating such access and may do so at any time,

provided that you understand that terminating such access may make it impossible to perform our obligations hereunder and relieve us of our obligation to do so.

You are also responsible for all management decisions and responsibilities and for designating an individual with suitable skills, knowledge, and experience to oversee the preparation of your reports. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

In addition, management has the final responsibility for the reports. Therefore, management should review the reports carefully before signing and submitting them.

Furthermore, failure to submit the reports or submitting the reports late may subject you to penalties, including suspension of reimbursement until the reports are received, and interest.

Management Assistance

Assistance by your employees in the preparation of the reports will be discussed with Laura Fierce and her team. Their timely response and assistance is crucial to our ability to timely and efficiently complete our work.

Other

Daniel Winokur will be the engagement partner for the services specified in this Engagement Letter. The engagement partner's responsibilities include supervising the firm's services performed as part of this engagement.

Tracy Moziak Addleman will be part of the engagement team and your direct contact for the services specified in this Engagement Letter.

Conclusion and Approval to Proceed

If the contents of this Engagement Letter, together with the attached Wipfli LLP Professional Services Terms and Conditions, agrees with your understanding of the terms of our engagement, please sign below where indicated and return it to us.

We look forward to our continued association with you and management and appreciate the opportunity to serve you. Please do not hesitate to call us if you have any questions about the work we are to perform or any other aspect of the services we can provide.

Wipfli LLP

Wipfli LLP

ACCEPTED: COUNTY OF TEHAMA HEALTH SERVICES AGENCY

By: _____

_____

(Print Name and Title)

Date: _____

TMA/js
Enc.

Wipfli LLP
Professional Services Terms and Conditions

1. **Terms and Conditions and Related Engagement Documents**
These Wipfli LLP Professional Services Terms and Conditions ("Terms and Conditions") apply to and govern Wipfli LLP's provision of services to You. For the purposes of these Terms and Conditions, any reference to "Wipfli," "We," "Us," "Our," or similar is a reference to Wipfli LLP, and includes any subsidiaries or subcontractors of Wipfli LLP, and any reference to "Client," "You," or similar is a reference to the party or parties that have engaged Us to provide services, and the parties ultimately responsible for Our fees and expenses.

These Terms and Conditions may be appended to or incorporated into an engagement letter outlining the delivery of specific services by Us to You, and in that case such engagement letter and any appendices thereto and these Terms and Conditions form the entire agreement between You and Wipfli with respect to the services described therein, and supersede and merge all prior or contemporaneous agreements and understandings (oral or written) between or among the parties regarding the subject matter thereof, including prior proposals of Wipfli regarding the engagement or services, understandings, and agreements (oral or written) between the parties relating to the subject matter including, without limitation, the terms of any request for proposal issued by Client or the standard printed terms on any purchase order issued by Client and any non-disclosure or confidentiality agreement between Wipfli and Client dated prior to the date of the engagement letter. No modification, amendment, supplement to, or waiver of these Terms and Conditions shall be binding upon the parties unless made in writing and duly signed by both parties. To the greatest extent reasonably possible, the provisions of the Terms and Condition and any engagement letter, its appendices any other exhibit, attachment, schedule, or other document referenced in or by the engagement letter, shall be read together and harmonized to give effect to the parties' intent. In the event of a direct conflict among the express provisions of the foregoing, the engagement letter shall be given controlling effect. Notwithstanding the foregoing, whether or not covered by an engagement letter, services, support and advice provided by Wipfli shall be governed by these Terms and Conditions, including any services performed prior to the execution of an engagement letter related to those services.

2. **Change Orders**
Unless an engagement letter specifies otherwise, services that fall outside the agreed-upon scope of Wipfli's engagement under any engagement letter shall be covered by a Change Order, or, if the nature and amount of such services are not material to the overall engagement, shall be delineated and included on Wipfli's invoice for such services. A "Change Order" means a mutually agreed-upon change in the scope of work or services, schedule or the time for Wipfli's performance of the work or services under an engagement letter, or a change in the fees or the basis of the fees to be paid to Wipfli by Client, which is reduced to a writing that is executed or otherwise acknowledged by an authorized representative of each for Wipfli and Client. Services performed under a Change Order shall be subject to these Terms and Conditions.

3. **Commencement and Term**
Our engagement will commence when acceptance of these Terms and Conditions and any related engagement letter is delivered to Wipfli through execution thereof by a duly authorized representative of Client and shall continue until the services contemplated under the engagement letter are Complete (as reasonably determined by Wipfli) unless earlier terminated by either party as provided herein. Each person executing an engagement letter or Change Order on behalf of a party represents and warrants to the other that he or she has all power and authority to bind the party on whose behalf he or she is executing same. For the purposes of this paragraph, "Complete" means the delivery by Wipfli of the report or other deliverables contemplated by the engagement letter, or where no deliverables are contemplated, three (3) months after the last date of services rendered by Wipfli with respect to the services at issue. Notwithstanding the foregoing, services, support and advice provided by Wipfli in respect of an engagement after the termination of such engagement shall be governed by these Terms and Conditions.

4. **Termination of Services**
Wipfli's services may be terminated as follows: (i) by either party immediately upon written notice to the other if either party hereto becomes the subject of voluntary or involuntary bankruptcy or other insolvency proceeding, (ii) by Wipfli or Client if either party defaults in the performance of any of its covenants and agreements and such default is not cured within thirty (30) days after notice from the other party specifying the nature of such default, and (iii) by Wipfli or Client with or without cause upon providing thirty (30) days written notice. Wipfli has the right to terminate services with immediate effect if We determine applicable professional standards require Us to do so, if Client does not in a timely manner provide Us with information reasonably requested by Us to perform the contemplated services, refuses to cooperate with Our reasonable requests for assistance in connection with the delivery of Our services, or misrepresents any material facts. Our withdrawal will release Us from any obligation to complete the services and will constitute termination of Our engagement. Termination of Our engagement shall have no effect on either party's obligation to pay any amount due and owing with respect to such periods prior to the effective date of such termination and Client agrees to compensate Us for Our time and out-of-pocket expenses through the effective date of termination.

5. **Fee Estimates and Expenses**
An engagement letter may set forth specific fee amounts, hourly rates, or certain ranges for Wipfli's fees in respect of the services contemplated by the engagement letter. Where Wipfli provides an estimate of fees, Client acknowledges that Wipfli provides fee estimates as an accommodation to Client. These estimates depend on various assumptions, including without limitation: (a) anticipated cooperation from Client personnel, (b) timely responses to Our inquiries, (c) timely completion and delivery of Client assistance requests, (d) timely communication of all significant accounting and financial reporting matters, (e) the assumption that unexpected circumstances will not be encountered during the engagement, and (f) where applicable, the assumption that Client's hardware platform/computer system will, at the commencement of the services, be fully operable as intended and designed, functioning as necessary and available to Wipfli without material restriction for the duration of the services. Unless otherwise indicated in an engagement letter, fee estimates shall not be construed as or deemed to be a minimum or maximum fee quotation. Although Wipfli reasonably believes suggested fee ranges are accurate, Wipfli's actual fees may vary from its fee estimates.

Unless otherwise agreed in an engagement letter, a technology and administration fee of six percent (6%) of professional fees will be added to all invoices, along with any direct travel expenses incurred. The technology and administration fee is in lieu of other direct expenses and charges which might otherwise apply. Notwithstanding the foregoing, the cost of software and software licenses or subscriptions and similar miscellaneous tools provided or acquired specifically for Client or for Client's use in connection with the performance of services may be invoiced separately.

6. **Payment of Fees and Expenses**
All invoices are due and payable within thirty (30) days of the invoice date. All business or commercial accounts will be charged interest at the lesser of one percent (1%) per month or the maximum rate permitted by law, except where prohibited by law, on the balance due to Wipfli that is outstanding over thirty (30) days. At Our discretion, services may be suspended if Client's account becomes overdue and services will not be resumed until Client's account is paid in full. Client acknowledges and agrees that We are not required to continue services in the event of a failure to pay on a timely basis for services rendered. Client further acknowledges and agrees that in the event Wipfli suspends or terminates services as a result of Client's failure to pay as agreed on a timely basis for services rendered, Wipfli shall not be liable to Client for any damages that occur whether direct or indirect, foreseen or unforeseen, and whether or not the parties have been advised of the possibility of such damages, and Client agrees to indemnify and hold Wipfli harmless against any such damages or claims.

7. **Engagement Staffing**
Wipfli expressly reserves the right to replace, in Our reasonable discretion, any of Our team members as necessary to provide quality and timely service to Client. From time to time, and depending upon circumstances, Wipfli may use third-party service providers, such as independent contractors, specialists, or vendors to assist Us in providing professional services, including tax services. These parties and their personnel may be located within or outside the United States. We may also use personnel from affiliates of Wipfli and other Wipfli-related entities (including Our wholly-owned subsidiary based in India and contractors in the Philippines).

We remain responsible to Client for the supervision of all independent contractors, service providers, entities, and personnel who assist Us in rendering professional services hereunder and for protecting the confidentiality of Client information. Client hereby consents and authorizes Us to disclose Client information to the foregoing parties for the purpose of providing services to Client. Applicable rules in some states require that We advise you that some persons who own an interest in Wipfli may not be licensed as Certified Public Accountants and may provide services.

8. **Confidentiality, Information Security and Electronic Information Storage**
The performance of services by Wipfli may result in the parties having access to information that is confidential to one another, including, without limitation, source code, documentation, specifications, databases, system design, file layouts, tool combinations, development methods, or business or financial affairs, which may incorporate business methods, marketing strategies, pricing, competitor information, product development strategies and methods, customer lists, customer information, and financial results (collectively "Confidential Information"). Confidential Information may

include information received from third parties, both written and oral, that each party is obligated to treat as confidential.

Confidential Information shall not include any information that (i) is already known by the receiving party or its affiliates, free of any obligation to keep it confidential, (ii) is or becomes publicly known through no wrongful act of the receiving party or its affiliates, (iii) is received by the receiving party from a third party without any restriction on confidentiality, (iv) is independently developed by the receiving party or its affiliates without the use of disclosing party's Confidential Information, (v) is disclosed to third parties by the disclosing party without any obligation of confidentiality, or (vi) is approved for release by prior written authorization of the disclosing party.

Except as permitted hereunder and necessary for the performance of services hereunder, without the advance written consent of the other party or as required by law, regulation, legal process, or to comply with professional standards applicable to a party, neither party shall disclose to a third party Confidential Information of the other party. Each party agrees to maintain at least the same procedures regarding the Confidential Information of the other as it maintains with respect to its own Confidential Information. Each party may use the Confidential Information received from the other party only in connection with fulfilling its obligations under this Agreement. The parties further agree that expiration or termination of this Agreement, for any reason, shall not relieve either party, nor minimize their obligations with respect to Confidential Information, as set forth herein.

Wipfli may utilize third-party service providers, including cloud-based service providers, who may collect, use, transfer, transmit, store, or otherwise process Client Confidential Information in connection with the delivery of certain services and Client consents to their use. Wipfli will ensure that it maintains appropriate policies, procedures and safeguards to protect the confidentiality of Client Confidential Information. In addition, to the extent possible and practicable We will ensure that Our agreements with all third-party service providers contain appropriate provisions to protect Client Confidential Information. We may use electronic media to transmit Client Confidential Information and such use in itself will not constitute a breach of any security or confidentiality obligation. Client acknowledges that Wipfli has no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by Us. You consent to Our use of electronic devices and applications in the delivery of Our services.

Wipfli is committed to protecting personal information that can be linked to specific individuals, including health information ("Personal Data"). Any Personal Data provided to Us by Client to receive Our services will be kept confidential and not disclosed to any third party not described above (parties providing Us assistance in rendering professional services) unless necessary to deliver services, expressly permitted by Client, or required by law, regulation, legal process, or to comply with professional standards applicable to Wipfli. Client is responsible for obtaining, pursuant to law or regulation, consents from parties that provided Client with their Personal Data which will be obtained, used, and disclosed by Wipfli to render services, and Wipfli may rely on the representation that Client has obtained such consents. Notwithstanding anything to the contrary, Client acknowledges that Wipfli may collect, use, and disclose certain administrative Personal Data (such as contact information and Internet activity) to administer the contract between the parties and in accordance with Wipfli's Privacy Statement (as applicable) available at www.wipfli.com/privacy-statement.

9. Intellectual Property Rights, Client Records, Wipfli Workpapers; Use of Deliverables and Drafts

Wipfli acknowledges that all Client materials, data or other information provided to Wipfli to permit Wipfli to perform services ("Client IP") belongs to and shall remain the property of Client. Client acknowledges that proprietary information, documents, materials, management techniques and other intellectual property (collectively "Wipfli IP") are a material asset to Wipfli and source of services We perform for Client and others were developed prior to performing services for Client. Client acknowledges that Wipfli owns all right, title and interest in Wipfli IP including enhancements thereto produced or developed by Wipfli throughout the duration of this engagement, excluding any pre-existing ownership right of Client and without implying any ownership interest in any Client IP, all of which shall remain the property of Client. Upon completion of the services and full payment by Client of all related invoices, Wipfli grants to Client a perpetual paid-up license to use or modify, for internal purposes only, any deliverable produced by Wipfli and actually delivered to Client (including embedded Wipfli IP), provided that any use or modification of such deliverable, other than for the purposes stated in the related engagement letter, is not authorized. In addition, Client shall not alter or remove any of Wipfli's trademarks, copyright registration marks, patent, or other intellectual property notices applicable to any of Wipfli's goods, products, services, marketing material, or advertising media and shall not in any way alter any of Wipfli's products. Neither party shall acquire any right, title, or interest in or to the other party's code, data, business processes, or other information to which such party may have access during the term of the engagement hereunder. All such code, data, business process, and other information shall be solely and exclusively the property of the originating party.

Client's original documents, data, books and records are the property of Client, and it is Client's responsibility to maintain all such materials. Wipfli has no responsibility to do so unless specifically undertaken by Wipfli in an engagement letter. Workpapers, documentation and files created by Us in the course of providing services are the property of Wipfli. We will retain workpapers, documentation, and files pursuant to Our record retention policy. In the event We are required to respond to a subpoena, court order, government regulatory inquiry, or other legal process related to Client or its management (other than a matter in which Wipfli is named as a party) for the production of workpapers, documents, files and/or testimony relative to information We obtained and/or prepared during the course of rendering services, We will, to the extent permitted by law and applicable professional standards, notify You of the matter, but You agree We have no obligation to You in the event We determine We are obligated to provide documents or other information. You agree to compensate Us for all time We expend in connection with such response, at Our regular rates, and to reimburse Us for all related out-of-pocket costs, including reasonable attorney's fees, that We may incur. Any services under this paragraph will be deemed a separate engagement subject to these Terms and Conditions.

Client agrees that Wipfli may use Client's name and logo in experience citations and in proposals, work product and deliverables provided or directed to Client pursuant to the engagement letter or otherwise. Notwithstanding any other provision of the engagement letter or these Terms and Conditions, and except as prohibited by law, Wipfli may use the information received under the engagement letter, including tax return information, in an aggregated and anonymized manner, to develop, enhance, modify and improve technologies, tools, methodologies, services and offerings, and/or for development or performance of data analysis or other insight generation. Information developed in connection with these purposes may be used or disclosed to You or current or prospective clients to provide them services or offerings. In no event will We use or disclose the information in a way that would permit Client to be identified by third parties without Client's express consent. With respect to tax return information, Client may request in writing a more limited use and disclosure than the foregoing. The foregoing consent is valid until further notice by Client.

10. Third-Party Software, Technology Tools and Related Products and Limitations Thereon

Wipfli may use software, technology tools, or related products ("Third-Party Products") to deliver services to Client. Where Wipfli uses Third-Party Products or is engaged to provide services related to the selection, implementation or use of Third-Party Products, Wipfli will employ commercially reasonable efforts to research, learn, and assist Client in the selection, implementation and use of such Third-Party Products. However, Wipfli shall not be held liable for any issues, errors, or malfunctions related to or arising from the Third-Party Products not directly caused by Wipfli's fraud or willful misconduct. Client acknowledges that Wipfli does not have control over the functionality, performance or availability of Third-Party Products and cannot assure or make any representation that the Third-Party Products are free from defects, malware, viruses, trojan horses, and similar risks. Consequently, Wipfli disclaims any warranties or guarantees, express or implied, regarding the performance, reliability, or results obtained from the use of Third-Party Products and Client acknowledges that the use of such Third-Party Products is subject to the terms of any end user agreement associated with each of the Third-Party Products and accepts such terms. Where Client is provided access to Third-Party Products by Wipfli, Client will: 1) use and access such Third-Party Products only for the purpose for which they were provided access; 2) not tamper with, modify or alter such Third-Party Products; and 3) comply with all reasonable instructions from Wipfli in respect of such access.

11. Tax Services

Tax services are subject to and will be performed in accordance with Treasury Department Circular 230, the American Institute of Certified Public Accountants (AICPA) and other professional standards applicable to tax services. Our fees for services do not include time spent responding to IRS or state or local inquiries, and Client understands that We are not responsible for IRS or state or local disallowance of doubtful deductions or deductions unsupported by adequate documentation, nor for resulting taxes, penalties, and interest. Client's tax returns may be selected for review by the taxing authorities. Any proposed adjustments by an examining agent are subject to certain rights of appeal. In the event of such tax examination, We will be available upon request to represent Client and will charge additional fees for the time and expenses incurred. Any such services will constitute a separate and distinct engagement.

If Client is an individual with respect to whom IRC 7216 and the related regulations ("7216") are applicable, Wipfli will not utilize foreign persons or resources to provide tax services without first obtaining appropriate consent from Client, and any provision of these Terms and Conditions which would contravene the requirements of 7216 shall be inapplicable.

12. Allocation of Risk and Limitation of Liability

In no event will Wipfli or Client be liable to the other for claims of punitive, consequential, special, or indirect damages, whether or not a party was advised of the possibility of such damages, regardless of whether they were foreseeable, and regardless of whether such damages arise under a theory of contract, tort, strict liability or otherwise. Wipfli's liability for all claims, damages and costs of Client arising from Wipfli's services performed under an engagement letter, Change Order or otherwise shall be limited to the amount of fees paid by Client to Wipfli for the specific services which give rise to the claim for damages or, in the case of services provided in respect of an engagement which spans a period of more than twelve (12) months, the fees paid by Client to Wipfli in the twelve (12) months preceding the event giving rise to the claim. The limitation of liability in the preceding sentence shall not apply in the event of Wipfli's fraud or willful misconduct or where disallowed by applicable law, regulation or professional standards applicable to the services performed under these Terms and Conditions. Because Wipfli will rely on Client and its management for the accuracy of the representations made to Wipfli to perform services, and except where indemnity is disallowed by applicable law, regulation or professional standards applicable to the services performed under these Terms and Conditions, Client holds harmless and releases Wipfli and its owners and employees from all claims, liabilities, losses and costs of any kind arising which arise from: (i) a knowing misrepresentation, withholding or concealment of information by Client or its management; or (ii) a wrongful act by Client or a member of Client's management or ownership group.

13. Dispute Resolution: Choice of Law and Statute of Limitations

If any dispute arises regarding the subject matter hereof or services provided by Wipfli to Client and such dispute cannot be resolved through informal negotiations and discussion, prior to resorting to litigation the parties will try in good faith to settle the dispute by non-binding mediation administered by the American Arbitration Association under its applicable rules for resolving professional accounting and related services disputes. Either party may request mediation and costs of any mediation proceeding shall be shared equally. IN THE EVENT OF LITIGATION, WIPFLI AND CLIENT HEREBY AGREE NOT TO ELECT OR REQUEST A TRIAL BY JURY OF ANY ISSUE TRIABLE BY RIGHT OF JURY AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH RESPECT TO THE SERVICES, THESE TERMS AND CONDITIONS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING THEREWITH.

The parties agree that any dispute arising out of Wipfli's services or these Terms and Conditions shall be governed by the laws of the state of Illinois, without regard to conflict of laws principles. Except for an action by Us to collect payment of Our invoices, Wipfli and Client agree that no claim arising out of services rendered by Wipfli shall be filed after the earlier of the expiration of the applicable statute of limitations, or: (i) in the case of any report or deliverable issued by Wipfli under the engagement letter, no later than two years from the date of such report or deliverable (or if no report or deliverable is issued, two years from the date of any related engagement letter), or (ii) in the case of any tax form or similar governmental filing, no later than three years after the extended due date of such tax form or filing.

14. Regulatory Matters and Impact On Independence

Where Wipfli is (a) providing services to an entity that is registered with the SEC or an affiliate of such registrant, or (b) providing services to an entity or affiliate that is subject to professional standards more stringent than those which exist under the AICPA Code of Professional Conduct, any provision of these Terms and Conditions which would be prohibited by such professional standards or deemed to impair Wipfli's independence relative to Client under such professional standards shall not apply to the extent necessary to avoid such prohibition or independence impairment, it being the intent of Wipfli and Client to ensure Wipfli and Client's compliance with applicable professional standards in respect of Wipfli's engagement by Client and to ensure, where appropriate and necessary, Wipfli's independence from Client.

15. Certain Sales (and Similar) Tax Responsibilities

To the extent applicable, Client shall pay and be solely and exclusively liable for all sales, use, ad valorem, excise, or other taxes or governmental charges imposed on the installation, implementation, licensure, or sale of goods or services by Wipfli or third parties to Client.

16. Severability

The provisions of these Terms and Conditions shall be severable, so that the invalidity or unenforceability of any provisions will not affect the validity or enforceability of the remaining provisions; provided that no such severability shall be effective if it materially changes the economic benefit of these Terms and Conditions to either party.

17. Independent Contractor Status and Non-Exclusivity

The relationship between Wipfli and Client is solely and exclusively that of independently contracting parties. No right of exclusivity is granted, guaranteed, or implied by Wipfli by entry into an engagement letter or the performance of services. Client acknowledges that Wipfli regularly performs the same or similar services as are being provided hereunder to third parties.

18. Insurance

Wipfli will carry and maintain in force at all times during the term of its engagement with Client appropriate insurance coverages, including polices covering professional liability errors and omissions, cyber liability, general liability, automotive, and worker's compensation.

19. Notices

All notices required to be given to either party hereunder shall be in writing and sent by email or traceable carrier to each party's address (including an email address) indicated on any engagement letter, or such other address as a party may indicate by at least ten (10) business days' prior written notice to the other party. Notices shall be effective upon receipt. A copy of such notice shall be provided to wipfli-legal@wipfli.com.

20. Counterparts and Electronic Signatures

Any document contemplated hereby may be executed in one or more counterparts, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute one and the same document. Each party hereto agrees that any electronic signature of a party to any document contemplated hereby is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing," (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature.

21. Assignment

These Terms and Conditions and related engagement letters and agreements shall be binding on the parties hereto and their respective successors and assigns. Neither party may make assignment thereof without prior written consent of the other party, except that Wipfli may assign its rights and obligations hereunder without approval of Client to an entity that acquires all or substantially all of the assets of Wipfli or to any subsidiary or affiliate or successor in a merger, acquisition, or change of control of Wipfli; provided that in no event shall such assignment relieve Wipfli of its obligations hereunder or under any applicable engagement letter.

22. Force Majeure

Either party may suspend (or if such suspension continues for more than thirty (30) days, terminate) its obligations (except the obligation to pay for services previously rendered) hereunder or under any engagement letter or Change Order, if such obligations are delayed, prevented, or rendered impractical or impossible due to circumstances beyond its reasonable control, including, without limitation, events generally understood to be "Acts of God."

23. Certain Disclosures

Wipfli's services do not constitute legal or investment advice. We are not in a fiduciary relationship with You. Wipfli does not provide investment advisory services. Wipfli owns a membership interest in Creative Planning Holdco, LLC which in turn owns Creative Planning, LLC, an SEC registered investment adviser ("Creative"). Certain Wipfli employees also dually serve as a Creative investment adviser representative ("IAR"). If Client requires investment advisory services, Wipfli will introduce Client to a Wipfli employee who dually serves as an IAR. If Client subsequently engages Creative, Creative will in most cases share a portion of its ongoing investment advisory fee with the IAR. The IAR is required to remit such amounts to Wipfli as the IAR's employer. Wipfli's receipt of a portion of the Creative advisory fee will not result in Client's payment of a higher Creative investment advisory fee than if Client had engaged Creative independent of Wipfli and the IAR. The IAR will provide Client with written disclosure of the relationship and economic arrangement by and among Wipfli, the IAR and Creative. All investment advisory services are provided exclusively by Creative per the terms and conditions of a separate written agreement between Client and Creative. Wipfli does not provide investment advisory services but Wipfli's receipt of compensation as described does present the potential of a conflict of interest. The IAR's role is limited to the introduction of Creative. Creative's written disclosure brochure and Form CRS discussing its advisory services and fees is available at www.creativeplanning.com. **No Client is under any**

Tehama County

Agenda Request Form

File #: 25-2060 **Agenda Date:** 12/9/2025 **Agenda #:** 7.

HEALTH SERVICES AGENCY / PERSONNEL

Requested Action(s)
a) OTHER THAN "A" STEP - Request approval to appoint the applicant as a Public Health Nurse II, Range 48, Step B, effective upon successful completion of all pre-employment requirements.

Financial Impact:
The funds for this position are in FY 25/26 Budget Unit 40121, and the salary for the position at Range 48, Step B is $44.05/hr. The Department currently has five (5) vacancies in this position which has created salary savings in the current budget year.

Background Information:
This candidate has extensive clinical experience in acute & chronic healthcare. This experience includes delivering services to diverse populations. She also has experience educating clients & employees. Additionally, the candidate is bilingual and has experience translating in clinical settings.

If the requested action is not approved, the County will lose the opportunity to hire a highly qualified applicant in this position. The Department has had eight (8) failed recruitments in the previous calendar year and currently has five (5) vacancies.

The Personnel Office has reviewed the candidate’s qualifications and agrees with placement at Salary Range 48, Step B upon successful completion of all pre-employment requirements.

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

FROM: Health Services Agency/Public Health

TO: Board of Supervisors/Personnel

RE: Request to hire in the following classification – PHN II Bilingual – At Other Than A Step

Please answer the following questions so that the Board may more objectively assess the request. Send the completed form to Personnel (allowing sufficient time prior to the anticipated hiring date). Requests for "C" step or above will be referred to the Board's Personnel Committee for recommendation to the full Board.

	Range 48 (Joint Council)	Range 48 (Joint Council)
1)	$41.95/hr "A" Step	Request $44.05/hr "B" Step

2) Total applications received during the recruitment for this position? 1
Total number of "qualified" applicants? 1

3) Would this individual accept the position at A Step? No

4) Justification for requesting higher than Step A.

a. The candidate has extensive clinical experience in both acute and chronic healthcare issues. This experience includes delivering these services across a diverse population.

b. Candidate also has experience with public speaking, educating clients and employees and performing administrative tasks.

c. Candidate is bilingual and has experience utilizing those skills in clinical settings.

5) How has the Department budgeted for this additional cost?

Funds are budgeted in the Fiscal Year 2025-2026 budget for this position through PH realignment.

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

Jayme S. Bottke, Executive Director

Tehama County

Agenda Request Form

File #: 25-1969 **Agenda Date:** 12/9/2025 **Agenda #:** 8.

HEALTH SERVICES AGENCY / MENTAL HEALTH

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Executive Director to sign the Business Associate Agreement (BAA) with XFERALL, LLC for the purpose of utilizing the Business Associate's mobile application software that serves to automate the patient transfer process, effective 12/1/25

Financial Impact:
There is no financial impact. There is no impact to the general fund.

Background Information:
The Board of Supervisors approved a Memorandum of Understanding (MOU) and Business Associate Agreement (BAA) with XFERALL on 1/30/24. Xferall is the company that offers a software platform to streamline and automate the necessary steps for the department to transfer information regarding patients quickly to acute psychiatric hospitals. This pilot project went live in California in 2023 and multiple partners have implemented this application in our area.

Tehama County is required to implement SB43 effective January 1, 2026. This mandate expands the grave disability definition to include populations experiencing primary substance use issues. There are additional federal confidentiality rules that apply to substance use disorder patient records. This updated BAA between Tehama County Health Services Agency and Xferall, LLC adds a sentence referencing 42 CFR Part 2 to ensure this data is protected when being transmitted through their system.

This software has provided a critical advantage for our staff during the transition to mobile crisis services allowing client information to be disseminated to psychiatric hospitals with open beds.

HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement is made the 1st day of December 2025, ("Effective Date"), by and between Tehama County Health Services Agency with an address of P.O. Box 400 Red Bluff, CA 96080 ("Covered Entity") and **XFERALL, LLC** with an address at **111 Congress Ave., Ste. 400, Austin, TX 78701** ("Business Associate").

ARTICLE 1
Applicability

1.1 Business Associate provides a mobile application that serves to automate the patient transfer process. During the course of the performance of such services, Business Associate may have access to certain individually identifiable health information maintained by Covered Entity. This Agreement applies to all present and future contracts and relationships between Covered Entity and Business Associate, written or unwritten, formal or informal, in which Covered Entity provides any Protected Health Information to Business Associate in any form whatsoever. As of the Effective Date, this Agreement automatically amends all existing agreements between Business Associate and Covered Entity involving the use or disclosure of Protected Health Information. This Agreement shall automatically be incorporated in all subsequent agreements between Business Associate and Covered Entity involving the use or disclosure of Protected Health Information, in which a business associate relationship exists, whether or not specifically referenced therein. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of any other agreement between Business Associate and Covered Entity, the provisions of this Agreement shall control unless Covered Entity specifically agrees to the contrary in writing.

1.2 Business Associate acknowledges that the provisions of the Federal Health Information Technology for Economic and Clinical Health Act (the "HITECH Act") of 2009 imposes certain privacy and security obligations on Business Associate under the HITECH Act and under existing privacy and security standards at 45 Code of Federal Regulations Parts 160 and 164.

ARTICLE 2
Terms Used in this Agreement

2.1 "Breach" means the acquisition, access, use, or disclosure of protected health information in a manner not permitted under the Privacy Standards of the HIPAA Regulations which compromises the security or privacy of the protected health information.

(a) For purposes of this definition, ***compromises the security or privacy of the protected health information*** means poses a significant risk of financial reputational, or other harm to the individual;

(b) A use or disclosure of protected health information that does not include the identifiers listed at § 164.514(e)(2) of the HIPAA Regulations; date of birth, and zip code does not compromise the security or privacy of the protected health information.

Breach excludes:

(a) Any unintentional acquisition, access, or use of protected health information for a workforce member or person acting under the authority of a covered entity or a business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the Privacy Standards of the HIPAA Regulations.

(b) Any inadvertent disclosure by a person who is authorized to access protected health information at a covered entity or business associate to another person authorized to access protected health information at the same covered entity or business associate, or organized health care arrangement in which the covered entity participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under subpart E of the HIPAA Regulations.

(c) A disclosure of protected health information where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

22 "Designated Record Set" means a group of records maintained by or for Covered Entity that is:

(a) The medical records and billing records about the individuals maintained by or for the Covered Entity;

(b) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or

(c) Used, in whole or in part, by or for the Covered Entity to make decisions about individuals. As used in this Agreement, the term "record" means any item, collection or grouping of information that includes Protected Health Information and is maintained, collected, used or disseminated by or for the Covered Entity.

23 "Electronic Protected Health Information or EPHI" means Protected Health Information transmitted by or maintained in electronic media.

2.4 "Individually Identifiable Health Information" means information that is a subset of health information, including demographic information collected from an individual, and:

(a) Is created or received by a health care provider, health plan, employer, or health care clearinghouse; and

(b) Relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and

(1) Identifies the individual; or

(2) With respect to which there is a reasonable basis to believe the information can be used to identify the individual.

2.5 "Privacy Standards" means the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Part 160 and Part 164, subparts A and E.

2.6 "Protected Health Information or PHI" means Individually Identifiable Health Information that is:

(a) Transmitted by electronic media;

(b) Maintained in any electronic medium; or

(c) Transmitted or maintained in any other form or medium.

2.7 "Security Standards" means the Security Standards for Protection of Electronic Protected Health Information, 45 CFR Part 160 and Part 164, subparts A and C.

2.8 "Unsecured Health Information" means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under Section 13402(h)(2) of Public Law 111-5 (HITECH Act) on the HHS website.

2.9 Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms in the HIPAA Privacy Standards and Security Standards.

ARTICLE 3
Obligations of Business Associate

3.1 Use of Protected Health Information. Business Associate may use or disclose Protected Health Information only as necessary to fulfill Business Associate's obligations under the Main Agreement or this Agreement or as required by law. Business

Associate shall use and disclose Protected Health Information only if such use or disclosure is in compliance with each applicable requirement of the Privacy Standards set forth at 45 C.F.R. §164.504(e). Business Associate shall not, and shall ensure that its directors, officers, employees, contractors and agents do not, use Protected Health Information received from the Covered Entity in any manner that would constitute a violation of the Privacy Standards if used by the Covered Entity, except that Business Associate may use Protected Health Information (1) for Business Associate's proper services under the Agreement, or (2) to carry out its legal responsibilities.

3.2 Privacy Standards Requirements. Business Associate shall comply with the HIPAA Privacy Standards to the same extent required by Covered Entities (as that term is defined by 45 CFR § 160.103) as required by the HITECH Act §§ 13401 and 13404. Business Associate hereby agrees to maintain the security and privacy of all PHI in a manner consistent with state and federal laws and regulations, including HIPAA, 42 CFR Pt. 2 and all other applicable law.

3.3 Disclosure of Protected Health Information. Business Associate shall not, and shall ensure that its directors, officers, employees, contractors and agents do not, disclose Protected Health Information received from the Covered Entity in any manner that would constitute a violation of the Privacy Standards if disclosed by the Covered Entity. To the extent Business Associate discloses Protected Health Information to a third party, Business Associate must obtain, prior to making any such disclosure: (1) reasonable assurances from such third party that such Protected Health Information will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to such third party; and (2) an agreement from such third party to immediately notify Business Associate of any breaches of the confidentiality of the Protected Health Information to the extent it has obtained knowledge of such breach. Business Associate shall disclose to its subcontractors, agents or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder.

3.4 Safeguards Against Misuse of Information. Business Associate agrees that it will implement all appropriate safeguards to prevent the use or disclosure of Protected Health Information other than pursuant to the terms and conditions of this Agreement

3.5 Reporting of Disclosures of Protected Health Information. Business Associate shall, within five (5) days of becoming aware of a disclosure of Protected Health Information in violation of this Agreement by Business Associate, its officers, directors, employees, contractors or agents, or by a third party to which Business Associate disclosed Protected Health Information pursuant to Section 3.3 of this Agreement, report any such disclosure to the Covered Entity.

3.6 Breach Notification. Business Associate shall comply with requirements for notification of Covered Entity of Breach of Unsecured PHI as provided in 45 CFR § 164.400 et.seq.

3.7 Mitigation. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate arising from a use or disclosure of

Protected Health Information by Business Associate in violation of the requirements of this Agreement or of Federal or state law or regulation.

3.8 Agreements with Third Parties. Business Associate shall enter into an agreement with any agent or subcontractor that will have access to Protected Health Information that is received from, or created and received by Business Associate on behalf of the Covered Entity, pursuant to which such agent or subcontractor agrees to be bound by the same restrictions, terms and conditions that apply to Business Associate pursuant to this Agreement with respect to such Protected Health Information.

3.9 Access to Information. Within five (5) days of a request by the Covered Entity for access to Protected Health Information about an individual contained in a Designated Record Set, Business Associate shall make available to the Covered Entity such Protected Health Information for so long as such information is maintained by Business Associate in the Designated Record Set. In the event any individual requests access directly from Business Associate to Protected Health Information received from, or created or received by Business Associate on behalf of, the Covered Entity, Business Associate shall within two (2) days forward such request to the Covered Entity. Any denials of access to the Protected Health Information requested shall be the responsibility of the Covered Entity. If requested by Covered Entity, Business Associate agrees to comply with covered Entity's request to accommodate an individual's access to his or her PHI.

3.10 Availability of Protected Health Information for Amendment. Within ten (10) days of receipt of a request from the Covered Entity for the amendment of an individual's Protected Health Information or a record regarding an individual contained in a Designated Record Set (for so long as Business Associate maintains the Protected Health Information in the Designated Record Set), Business Associate shall provide such information to the Covered Entity for amendment and incorporate any such amendments in the Protected Health Information as required by 45 CFR § 164.526.

3.11 Accounting of Disclosures.

(a) Within ten (10) days of notice by the Covered Entity to Business Associate that it has received a request for an accounting of disclosures of Protected Health Information regarding an individual during the six (6) years prior to the date on which the accounting was requested, Business Associate shall make available to the Covered Entity such information as is in Business Associate's possession and is required for the Covered Entity to make the accounting required by 45 CFR § 164.528.

(b) At a minimum, Business Associate shall provide the Covered Entity with the following information:

(1) The date of the disclosure;

(2) The name of the entity or person who received the Protected Health Information, and if known, the address of such entity or person;

(3) A brief description of the Protected Health Information disclosed; and

(4) A brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure.

(c) In the event the request for an accounting is delivered directly to Business Associate, Business Associate shall within two (2) days forward such request to the Covered Entity. It shall be the Covered Entity's responsibility to prepare and deliver any such accounting requested.

(d) Business Associate hereby agrees to implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section.

3.12 Availability of Books and Records. Business Associate hereby agrees to make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, the Covered Entity available to the Secretary of the Department of Health and Human Services for purposes of determining the Covered Entity's and Business Associate's compliance with the Privacy Standards.

ARTICLE 4
Security of Electronic Protected Health Information

4.1 Security Safeguards. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic protected health information that Business Associate creates, receives, maintains or transmits on behalf of the Covered Entity as required by the Security Standards. Business Associate will ensure that any agent, including a subcontractor, to whom Business Associate provides electronic protected health information created, received, maintained or transmitted on behalf of Covered Entity agrees to implement reasonable and appropriate safeguards to protect that information.

4.2 Security Rule Provisions. Business Associate shall comply specifically with HIPAA Security Rule provisions relating to: (a) Administrative Safeguards (45 CFR § 164.308); (b) Physical Safeguards (45 CFR § 164.310); (c) Technical Safeguards (45 CFR § 164.312); and (d) Policies and Documentation (45 CFR § 164.316).

4.3 Reporting of Security or Privacy Breaches. Business Associate shall, within five (5) days of becoming aware of a security or privacy breach by Business Associate, its officers, directors, employees, contractors or agents, or by a third party to which

Business Associate provided electronic protected health information, report any such breach to the Covered Entity.

4.4 Safeguards for Protection of PHI. Without limiting any other requirements set forth in this Agreement, Business Associate agrees that it (a) will protect and safeguard from any verbal and written disclosure all confidential information regardless of the type of media on which it is stored (e.g. paper, fiche, electronic files, etc.) with which it may come into contact in accordance with applicable statutes and regulations, including but not limited to HIPAA; (b) implement and maintain appropriate policies and procedures to protect and safeguard the PHI; (c) use appropriate safeguards to prevent use and disclosure of PHI other than as permitted by this agreement or as required by law. Business Associate acknowledges that Covered Entity is relying on the administrative, physical, and security safeguards of Business Associate in selecting Business Associate to provide services.

ARTICLE 5
Term and Termination

5.1 Term. The Term of this Agreement shall begin upon the Effective Date and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or if it is infeasible to return or destroy Protected Health Information, protections are extended to such information.

5.2 Destruction of PHI. At the termination of the Agreement for whatever reason, Business Associate agrees to return or certify that it has destroyed all Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity and will not retain any copies. If return or destruction is not feasible, Business Associate agrees to an extension of the protections of this Agreement for as long as necessary to protect Covered Entity's Protected Health Information and to limit further uses and disclosures to those purposes that make the return or destruction of Covered Entity's Protected Health Information unfeasible.

5.3 Consequences of Breach by Business Associate. On Covered Entity's learning of a material breach of this Agreement by Business Associate, Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation. If Business Associate does not cure the breach or end the violation within fourteen (14) days of being notified by Covered Entity, or if cure or ending the violation is not possible, Covered Entity may terminate this Agreement and those portions of the Main Agreement that involve the disclosure to Business Associate of Covered Entity's Protected Health Information, or, if non-severable, the Main Agreement.

ARTICLE 6
Miscellaneous

6.1 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA and its applicable implementing regulation.

6.2 Notices. All notices pursuant to this Agreement must be given in writing and shall be effective when received if hand-delivered or sent by facsimile or upon dispatch if sent by a reputable overnight delivery service or by U.S. Mail, certified, return receipt requested and addressed as follows:

To Covered Entity: Tehama County Health Services Agency
P.O. Box 400
Red Bluff, CA 96080

To Business Associate: XFERALL, LLC
ATTN: Privacy Officer
111 Congress Ave., Ste. 400
Austin, TX 78701

6.3 Change in Law. On the enactment of any federal law or regulation, or law or regulation of any state to whose jurisdiction Covered Entity is subject, affecting the use or disclosure of Covered Entity's Protected Health Information, or on the publication of any decision of a court of the United States or of any state to whose jurisdiction Covered Entity is subject relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, Covered Entity may, by written notice to Business Associate, amend this Agreement in such manner as Covered Entity determines necessary to comply with such law or regulation. If Business Associate disagrees with any such amendment, it shall so notify Covered Entity in writing within thirty (30) days of receipt of Covered Entity's notice. If the parties are unable to agree on an amendment within thirty (30) days thereafter, either of them may terminate this Agreement and those portions of the Agreement that involve the disclosure to Business Associate of Covered Entity's Protected Health Information, or, if nonseverable, the Agreement by written notice to the other.

6.4 Jurisdiction and Venue. This Agreement is governed by the laws of the State of Texas and the federal government. Venue shall be in Travis County, Texas.

6.5 Severability. In the event that any provision of this Agreement violates any applicable statute, ordinance or rule of law in any jurisdiction that governs this Agreement, such provision shall be ineffective to the extent of such violation without invalidating any other provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year written above.

BUSINESS ASSOCIATE:

XFERALL, LLC

By: Chris Mountzouris, Chief Operating Officer

Date: 11/20/2025

COVERED ENTITY:

Tehama County Health Services Agency

By: Jayme S. Bottke, Executive Director

Jayme S Bottke

Date: 11-20-25

E-Contract Review
Approval as to Form

Department Name: Health Services Agency

Vendor Name: Xferall, LLC

Contract Description: For the purpose of Business Association Agreement updating security and privacy policies

APPROVED AS TO FORM:



Date: 11/10/2025

Office of the Tehama County Counsel
Margaret Long, County Counsel

Memorandum of Understanding

This Memorandum of Understanding (the "Memorandum") is made effective on the date of last execution herein, by and between XFERALL, LLC, of 111 Congress Ave, Ste. 400, Austin, Texas 78701 (hereinafter referred to as "XFERALL") and Tehama County Health Services Agency, of P.O. Box 400, Red Bluff, CA 96080 (hereinafter referred to as "CLIENT") for the purpose of achieving the various aims and objectives relating to the Pilot Project - XFERALL Patient Transfer Service (the "Project").

WHEREAS XFERALL and CLIENT (collectively “Partners”) desire to enter into an arrangement in which XFERALL and CLIENT will work together to complete the Project, and which arrangement is aimed at assisting CLIENT in the provision of its health services by allowing the latter access to, and utilization of, an online platform dedicated to the Project;

AND WHEREAS XFERALL and CLIENT are desirous to enter into a Memorandum of Understanding between them, setting out the working arrangements that each of the Partners agree are necessary to complete the Project;

Now, therefore, in consideration of the mutual covenants, and benefits set forth herein, XFERALL and CLIENT agree as follows:

Purpose
The purpose of this Memorandum is to provide the current framework for participation in the Project, and potential guidelines for any future binding contract between the parties, subject to mutual approval, regarding the Pilot Project - XFERALL Patient Transfer Service between XFERALL and CLIENT.

Obligations of the Partners
The Partners acknowledge that there is no cost to CLIENT and/or any financial commitment by CLIENT under any aspect of this Memorandum and Project, and the Partners agree to work together in the true spirit of partnership to ensure that there is a united visible and responsive leadership of the Project and to demonstrate financial, administrative and managerial commitment to the Project by means of the following individual services. In the event, at a later date, the Partners mutually desire a future contract involving a cost to CLIENT, a financial commitment by CLIENT and/or different obligations than stated herein, the Partners agree that such contract shall be subject to written approval and execution by CLIENT.

Cooperation
The activities and services for the Project shall include, but not limited to:

a. Services to be rendered by XFERALL include:

    i. Implement XFERALL Patient Transfer service, through the XFERALL app or as otherwise mutually agreed, for a duration of access and usage as stated in the **Term** provision below.

ii. Train CLIENT staff on the usage of the XFERALL Patient Transfer app.

iii. Support usage of the XFERALL Patient Transfer app by CLIENT staff for the duration of this Memorandum

iv. Provide basic business intelligence reporting already implemented in the XFERALL Patient Transfer app for CLIENT Administration staff to review.

b. Services to be rendered by CLIENT include:

i. CLIENT shall utilize the XFERALL Patient Transfer app for securing receiving facilities that can treat patients for whom they are performing assessments as part of their health services.

ii. CLIENT staff shall provide feedback to XFERALL staff members on existing and potential features and functionality that can help to improve the patient transfer process for their serviced community.

Resources

The Partners will endeavor to have final approval and XFERALL shall secure any financing necessary to fulfill its individual financial contributions at the start of the planning for the development of the Project.

a. XFERALL agrees to provide the following financial, material and labor resources in respect of the Project:

i. XFERALL will provide all software at no cost to CLIENT for the duration of this Memorandum.

ii. XFERALL will provide CLIENT staff (up to 15 staff members) training on how to effectively use the XFERALL Patient Transfer app at no cost. Trained CLIENT staff can then train their own staff in a "train-the-trainer" approach.

iii. XFERALL will provide 24/7/365 support to CLIENT for the duration of the Memorandum at no cost to CLIENT.

iv. XFERALL will provide existing reporting of business intelligence to CLIENT at no cost to CLIENT for the duration of the Memorandum.

b. CLIENT hereby agrees to provide the following material and labor resources in respect of the Project:

i. CLIENT will provide the necessary Internet connectivity for its trained staff to access the application via a web client or via the mobile app.

ii. CLIENT will provide necessary printer peripherals, computer terminals, desktops, laptops, and/ or mobile devices for their staff to interact with the XFERALL patient transfer app.

iii. CLIENT will provide its own IT support of internet connectivity, mobile, desktop, laptop, computer terminal devices, and printer peripherals for the use of the XFERALL patient transfer app.

iv. CLIENT will provide all necessary printing supplies for its staff in utilizing the XFERALL patient transfer app.

Communication Strategy

Marketing of the vision and any media or other public relations contact should always be consistent with the aims of the Project and only undertaken with the express agreement of both parties. Where it does not breach any confidentiality protocols, a spirit of open and transparent communication should be adhered to. Coordinated communications should be made with external organizations to elicit their support and further the aims of the Project.

Liability

Except to the extent required by law and for copyright infringement (as provided herein), no liability will arise or be assumed between the Partners, as against each other or against a third party, as a result of this Memorandum, and no indemnity obligation shall arise under this Memorandum. In any event, neither party shall be liable to the other, or a third party, for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, indirect, punitive, or exemplary damages.

Copyrights, Patents, and Licenses

XFERALL represents and warrants that (i) all applicable copyrights, patents, licenses, and other proprietary or intellectual property rights which may exist on software and all other materials used in the Memorandum have been adhered to and (ii) the CLIENT shall not be liable for any infringement of those rights and (iii) any rights granted to the CLIENT shall apply for the duration of the Memorandum. XFERALL shall indemnify the CLIENT, its officers, agents, and employees from all claims, losses, damages, causes of action, and liability of every kind including expenses of litigation, court costs, and attorney fees for damages to any person or property arising in connection with any alleged or actual infringement of existing patents, licenses, or copyrights applicable to software, patient transfer app and other materials used in the Memorandum.

XFERALL shall carry appropriate policy coverages as and to the extent required by law, and shall provide applicable proofs of insurance to CLIENT upon demand. Both parties shall abide by all applicable local, state and federal laws in their respective performance under the Memorandum.

This **Liability** provision shall survive termination of this Memorandum.

Dispute Resolution
In the event of a dispute between the Partners in relation to this Memorandum or in the negotiation of a future binding contract relating to this Project, it is understood that neither party is obligated to enter into any binding contract to complete the Project, and either party may terminate this Memorandum with a thirty (30) days written notice to the other, with or without cause, without incurring any liability for such termination.

Term
The arrangements made by the Partners by this Memorandum shall remain in place from February 1, 2023 until December 31, 2025 and shall thereafter renew automatically on an annual basis until and unless terminated earlier, at any time, by either party with thirty (30) days written notice of termination to the other, with or without cause and without incurring any liability for such termination.

Notice
Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

Governing Law
This Memorandum shall be construed in accordance with the laws of the State of Texas and venue for any action in connection with this Memorandum shall lie in Travis County, Texas.

Assignment
Neither party may assign any of its rights or obligations hereunder,
whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets or equity. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

Amendment
This Memorandum may only be amended or supplemented by way of a mutually executed written instrument.

Severability
If any provision of this Memorandum is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Memorandum is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

Prior Memorandum Superseded
This Memorandum constitutes the entire Memorandum between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and Memorandums, whether written or oral.

Understanding
It is mutually agreed upon and understood by and among the Partners of this Memorandum that:

a. Each Partner will work together in a coordinated fashion for the fulfillment of the Project.

b. In no way does this Memorandum restrict involved Partners from participating in similar agreements with other public or private agencies, organizations, and individuals, or prohibit CLIENT from utilizing its own resources for patient placement.

c. To the extent possible, each Partner will participate in the development of the Project, provided that in no event shall CLIENT be deemed obligated to access and/or utilize the aforementioned app or online platform related to the Project.

d. Nothing in this Memorandum shall obligate any Partner to the transfer of funds. Any endeavor involving reimbursement or contribution of funds between the Partners of this Memorandum will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreement(s) that shall be made in writing by representatives of the Partners involved and shall be independently authorized by appropriate statutory authority. This Memorandum does not provide such authority.

e. This Memorandum is not intended to and does not create any right, benefit, or trust responsibility.

f. This Memorandum will be effective upon the signature of both Partners.

g. Any Partner may terminate its participation in this Memorandum by providing thirty (30) days' written notice to other Partner.

h. *No third party beneficiary*. The Memorandum is not intended to give or confer any benefits, rights, privileges, claims, actions, or remedies to any person or entity as a third party beneficiary, decree, or otherwise.

i. CLIENT or its duly authorized representatives shall have access to any and all records, information and documentation of XFERALL, which are directly pertinent to the services to be performed under the Memorandum for the purposes of making audits, examinations, excerpts, and transcriptions. XFERALL shall maintain the records, information, and documentation for the duration required by law and in a readily available state and location, reasonably accessible to CLIENT or its authorized representatives.

j. XFERALL shall timely provide all legally mandated written verifications and certifications to CLIENT as are applicable to this Memorandum and required by CLIENT.

Confidentiality

Neither Partner shall use any Confidential Information (as defined below) for any purpose not expressly permitted by this Memorandum or disclose any Confidential Information about the other Partner to any person or entity, without the prior written consent of the other Partner. Each Partner shall protect such Confidential Information from unauthorized use, access, or disclosure in the same manner as the Partner protects its own confidential or proprietary information of a similar nature and in any event, with no less than reasonable care.

For purposes of this Memorandum, "Confidential Information" means all non-public proprietary and confidential information of either Partner. Confidential Information also includes, whether labeled confidential or not, any Patient's individually identifiable health information (as defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")) and any information, records and proceedings of either Partner's committees, peer review bodies, quality committees and other committees or bodies charged with the evaluation and improvement of the quality of care. The appropriate handling of PHI, as well as aggregated, de-identified PHI, is outlined in the Business Associates Agreement accompanying this MOU and executed by both parties.

This section shall survive the expiration or termination of this Memorandum. Confidential Information does not include any information that: (i) is or becomes generally available to the public other than as a result of a Partner's material breach of this Agreement; (ii) is obtained by a Partner or its affiliates and its or their employees, officers, directors, shareholders, partners, agents, independent contractors, service providers, sublicensees, subcontractors, attorneys, accountants, and financial advisors (collectively, "Representatives") on a non-confidential basis from a third party that, to the Partner's knowledge, was not contractually restricted from disclosing such information; (iii) was in either Partner's or its Representatives' possession before disclosure hereunder; or (iv) was or is independently developed by a Partner or its Representatives without using any Confidential Information.

[*This space left intentionally blank. Signature page follows.*]

The following Partners support the goals and objectives of the Pilot Project - XFERALL Patient Transfer Service:

Signatories
This Memorandum shall be signed on behalf of XFERALL, LLC by Chris Mountzouris, COO, and on behalf of CLIENT by its authorized representative. This Memorandum shall be effective as of the date of last execution herein stated (EFFECTIVE DATE).

XFERALL, LLC
By Chris Mountzouris, its COO

1/16/2024
Date:

CLIENT – Tehama County Health Services Agency
By Jayme Bottke, its Executive Director

1-16-24
Date:

E-Contract Review
Approval as to Form

Department Name: Health Services Agency

Vendor Name: XFERALL, INC

Contract Description: For the purpose of participation of the utilization of the vendors app for patient transfer services

APPROVED AS TO FORM: Date: 1/10/2024



Office of the Tehama County Counsel
Margaret E. Long, County Counsel

727 Oak Street, Red
Bluff, CA 96080
(530) 527-4655
http://www.co.tehama.ca.us

Tehama County

Minutes Certification

File Number: 24-052 **Enactment Number: MISC. AGR 2024-031 &32**

HEALTH SERVICES AGENCY - Executive Director Jayme Bottke

a) AGREEMENT - Approval and authorization for the Executive Director to sign the Memorandum of Understanding with XFERALL, LLC for the purpose of participating in the pilot project for a Patient Transfer application software at no cost to the County, effective 2/1/24 and shall terminate 12/31/25.

Health Services Agency Executive Director Jayme Bottke reviewed the purpose of the agreement.

In response to Supervisor Carlson, Mrs. Bottke said they have received demos but not tested it although they have heard it speeds up the time it takes getting a patient admitted.

RESULT: APPROVE
MOVER: William Moule
SECONDER: Candy Carlson
AYES: Supervisor Carlson, Chairperson Leach, Vice Chair Hansen, Supervisor Nolen, and Supervisor Moule
Enactment No: MISC. AGR 2024-031

b) AGREEMENT - Approval and authorization for the Executive Director to sign the Business Associate Agreement (BAA) with XFERALL, LLC for the purpose of utilizing the Business Associate's mobile application software that serves to automate the patient transfer process.

RESULT: APPROVE
MOVER: William Moule
SECONDER: Pati Nolen
AYES: Supervisor Carlson, Chairperson Leach, Vice Chair Hansen, Supervisor Nolen, and Supervisor Moule
Enactment No: MISC. AGR 2024-032

I, JENNIFER VISE, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on 1/30/2024.

Attest: 

February 7, 2024
Date Certified

Tehama County

Agenda Request Form

File #: 25-2062 **Agenda Date:** 12/9/2025 **Agenda #:** 9.

HEALTH SERVICES AGENCY / ADMINISTRATION

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Executive Director to sign the Amendment No. 2 to the Misc. Agreement No. 2023-81, as amended by Misc. Agreement 2024-338, with American Janitorial & Maintenance Services, Inc., DBA: Ultimate Building Maintenance for the purpose of providing janitorial services thereby amending the Fee Schedule in Exhibit B to revise the locations and frequency of services, with maximum compensation not to exceed $117,000 in any fiscal year, with a term of 7/1/23 through 6/30/26 *(Subject to receipt of required insurance documentation)*

Financial Impact:
Fees will be paid for with realignment funds, various program revenue and client fees. There is no change to the maximum compensation amount. There is no impact to the general fund.

Background Information:
American Janitorial & Maintenance Services has satisfactorily provided janitorial services to the Department for the past several years. This is Amendment No. 2 to the Misc. Agreement 2023-81, which revises the Fees Schedule in Exhibit B to update the frequency of services for some of the Department's locations as needed.

Amendment No. 1 (Misc. Agreement 2024-338) was reviewed and approved by the Board of Supervisors on 11/5/24 with the purpose of updating the list of serviced locations.

AMENDMENT #2

TO THE AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND AMERICAN JANITORIAL & MAINTENANCE SERVICES, INC. DBA: ULTIMATE BUILDING MAINTENANCE

This Amendment #2 to Agreement Number 2023-81 dated March 14, 2023, by and between the County of Tehama, through its Health Services Agency (County) and American Janitorial & Maintenance Services, Inc. DBA: Ultimate Building Maintenance (Contractor) for the provision of janitorial services, shall be amended as follows:

Exhibit B shall be replaced in its entirety.

It is mutually agreed that all other terms and conditions of Agreement Number 2023-81 as amended by Agreement Number 2024-338, shall remain in full force and effect.

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

Date: 11-25-25

COUNTY OF TEHAMA

Jayme S. Bottke, Executive Director

AMERICAN JANITORIAL AND MAINTENANCE SERVICES, INC. DBA: ULTIMATE BUILDING MAINTENANCE

Date: 11. 25.2025

Roger Toor, President

121014
Vendor Number

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

Exhibit B

American Janitorial & Maintenance Services, Inc. DBA: Ultimate Building Maintenance
Janitorial Services

Building	Amount	Frequency
Administration Fiscal & Support Services *(Includes bathroom floors)*	$725.00 x 12 = $8,700.00	2 x Weekly
Behavioral Health - Main Bldg. A	$780 x 12 = $9,360	3 x Weekly
Behavioral Health Bldg. B	$780 x 12= $9,360	3 x Weekly
Behavioral Health Vista Way	$195 x 12 = $2,340.00	1 x Monthly
Substance Use Recovery	$535.00 x 12 = $6,420.00	2 x Weekly
Public Health Main and Modular	$1,050.00 x 12 = $12,600.00	3 x Weekly
Public Health WIC Office	$350.00 x 12 = $4,200.00	3 x Weekly
Medical Clinic *(Includes Common Areas)*	$2,290 x 12 = $27,480.00	5 x Weekly
TOTAL ANNUALLY:	**$80,460**	

E-Contract Review
Approval as to Form

Department Name: Health Services Agency

Vendor Name: American Janitorial

Contract Description: For the purpose of janitorial services

APPROVED AS TO FORM:



Date: 11/10/2025

Office of the Tehama County Counsel
Margaret Long, County Counsel

AMENDMENT

TO THE AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND AMERICAN JANITORIAL & MAINTENANCE SERVICES, INC. DBA: ULTIMATE BUILDING MAINTENANCE

This Amendment #1 to Agreement Number 2023-81 dated March 14, 2023, by and between the County of Tehama, through its Health Services Agency (County) and American Janitorial & Maintenance Services, Inc. DBA: Ultimate Building Maintenance (Contractor) for the provision of janitorial services, shall be amended as follows:

2. **RESPONSIBILITIES OF THE COUNTY**

County shall compensate Contractor for said services pursuant to Section 3 and 4 of this agreement. County shall make the buildings at the following locations, accessible to employees of Contractor:

Administration, Fiscal and Support
818 Main Street
Red Bluff, CA

Behavioral Health
Bldg. A & Bldg. B
1860 Walnut Street
Red Bluff, CA

Behavioral Health
YES Building
1900 Walnut Street
Red Bluff, CA

Public Health
Main and Modular Buildings
1860 Walnut Street
Red Bluff, CA
--

Substance Use Recovery
1850 Walnut Street
Red Bluff, CA

Behavioral Health, Vista Way
Vista Way
1445 Vista Way
Red Bluff, CA

Medical Clinic
1850 Walnut Street
Red Bluff, CA

Public Health, WIC
1850 Walnut Street
Red Bluff, CA

Exhibit B shall be replaced in its entirety.

It is mutually agreed that all other terms and conditions of Agreement Number 2023-81 shall remain in full force and effect.

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

Date: 10-18-24

COUNTY OF TEHAMA

Jayme S. Bottke, Executive Director

Date: 9/27/2024

AMERICAN JANITORIAL AND MAINTENANCE SERVICES, INC. DBA: ULTIMATE BUILDING MAINTENANCE

Roger Toor, President

121014
Vendor Number

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

Exhibit B

American Janitorial & Maintenance Services, Inc. DBA: Ultimate Building Maintenance
Janitorial Services

Building	Amount	Frequency
Administration Fiscal & Support Services *(Includes bathroom floors)*	$725.00 x 12 = $8,700.00	2 x Weekly
Behavioral Health - Main Bldg. A	$1,100 x 12 = $13,200.00	5 x Weekly
Behavioral Health Bldg. B	$130 x 4 = $520.00	1 x Quarterly
Behavioral Health Vista Way	$195 x 12 = $2,340.00	1 x Monthly
Substance Use Recovery	$535.00 x 12 = $6,420.00	2 x Weekly
Public Health Main and Modular	$1,050.00 x 12 = $12,600.00	3 x Weekly
Public Health WIC Office	$350.00 x 12 = $4,200.00	3 x Weekly
Medical Clinic *(Includes Common Areas)*	$2,290 x 12 = $27,480.00	5 x Weekly
TOTAL ANNUALLY:	**$75,460**	

E-Contract Review
Approval as to Form

Department Name: Health Services Agency

Vendor Name: American Janitorial services

Contract Description: For the purpose of janitorial services

APPROVED AS TO FORM:



Date: 10/15/2024

Office of the Tehama County Counsel
Margaret E. Long, Interim County Counsel

Tehama County

Minutes Certification

File Number: 24-1850 **Enactment Number: MISC. AGR 2024-338**

12. HEALTH SERVICES AGENCY / ADMINISTRATION 24-1850

a) AGREEMENT - Approval and authorization for the Executive Director to sign Amendment #1 to the Misc. Agreement #2023-81 with American Janitorial & Maintenance Services, Inc., DBA: Ultimate Building Maintenance for the purpose of providing janitorial services thereby amending the Fee Schedule in Exhibit B to revise the locations and frequency of services, with maximum compensation not to exceed $117,000 in any fiscal year, effective 7/1/23 and shall terminate 6/30/26 *(subject to receipt of required insurance documentation).*

Enactment No: MISC. AGR 2024-338

Motion made by Supervisor Hansen to approve the Consent Item numbers 1 through 16, seconded by Supervisor Moule. Motion Denied.

Motion made by Supervisor Carlson to amend Supervisor Hansen's motion and to approve Consent Items numbers 1 through 15, seconded by Supervisor Nolen.

Approval of the Consent Agenda.

A motion was made by Supervisor Carlson, seconded by Supervisor Nolen, to approve the Consent Agenda. The motion carried by the following vote:

RESULT:	APPROVED THE CONSENT AGENDA
MOVER:	Candy Carlson
SECONDER:	Pati Nolen
AYES:	Supervisor Moule, Supervisor Carlson, Supervisor Nolen, Vice Chair Hansen, and Chairperson Leach

I, SEAN HOUGHTBY, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on 11/5/2024.

Attest: Deputy

December 02, 2024
Date Certified

AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND AMERICAN JANITORIAL & MAINTENANCE SERVICES, INC. DBA: ULTIMATE BUILDING MAINTENANCE

This agreement is entered into between the County of Tehama, through its Health Services Agency, ("County") and American Janitorial & Maintenance Services, Inc. DBA: Ultimate Building Maintenance ("Contractor") for the purpose of providing janitorial services.

1. RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall:

A. Provide janitorial services as outlined in Exhibit B, C and D, attached and incorporated herein as part of this agreement.

B. Provide additional janitorial services upon request on an as needed basis at the rates set forth in Exhibits B, C and D.

C. Provide County with a list of employees who will gain access to the buildings identified in this agreement, for the purpose of providing janitorial services.

C. Furnish all janitorial supplies and equipment necessary to perform services outlined in this agreement, except the antibacterial solution used in areas of exposure to bloodborne pathogens. These supplies do not include restroom supplies such as hand soap, hand towels, tissue, deodorants, etc. County shall furnish these supplies.

D. Maintain a 24 (twenty-four) hour service from Contractor's office and Contractor's regular system of inspection assures County of maximum efficiency.

E. Provide all education of Contractor's employees regarding issues of confidentiality and safety, education regarding the use of cleaning solutions and equipment, and any other necessary training.

2. RESPONSIBILITIES OF THE COUNTY

County shall compensate Contractor for said services pursuant to Section 3 and 4 of this agreement. County shall make the buildings at the following locations, accessible to employees of Contractor:

Administration, Fiscal and Support
818 Main Street
Red Bluff, CA

Behavioral Health
Main and CCRU
1860 Walnut Street
Red Bluff, CA

Behavioral Health
YES Building
1900 Walnut Street
Red Bluff, CA

Public Health
Main and Modular Buildings
1860 Walnut Street
Red Bluff, CA

Los Molinos Government Office
7981 Highway 99
Los Molinos, CA 96055

Substance Use Recovery
1850 Walnut Street
Red Bluff, CA

Behavioral Health, Vista Way
Vista Way
1445 Vista Way
Red Bluff, CA

Medical Clinic
1850 Walnut Street
Red Bluff, CA

Public Health, WIC
1850 Walnut Street
Red Bluff, CA

2. **COMPENSATION**

Contractor shall be paid in accordance with the rates set forth in the Fee Schedule, attached hereto as Exhibits B, C and D after satisfactorily completing the duties described in this Agreement. The total maximum compensation payable to Contractor under this agreement shall not exceed one hundred and seventeen thousand dollars ($117,000) in any one fiscal year (July – June). Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

3. **BILLING AND PAYMENT**

On or before the 20th of each month, Contractor shall submit to County an itemized invoice for all services rendered during the preceding calendar month. County shall make payment of all undisputed amounts within 30 days of receipt of Contractor's invoice. County shall be obligated to pay only for services properly invoiced in accordance with this section.

4. **TERM OF AGREEMENT**

This agreement shall commence on July 1, 2023 and shall terminate June 30, 2026, unless terminated in accordance with section 6 below.

6. **TERMINATION OF AGREEMENT**

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

The County's right to terminate this agreement may be exercised by its Executive Director.

7. **ENTIRE AGREEMENT; MODIFICATION**

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

8. **NONASSIGNMENT OF AGREEMENT**

Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, subcontract, or sublet any obligations under this

Agreement, or the Agreement as a whole, without the prior written consent of the County. Notwithstanding the foregoing, Contractor may assign its rights and obligations under this Agreement, in whole but not in part, without the County's permission, in connection with any merger, consolidation, sale of all or substantially all of Contractor's assets or equity, or any other similar transaction; *provided, that* the assignee: (a) provides prompt written notice of such assignment to the non-assigning party; (b) is capable of fully performing the obligations of the Contractor under the Agreement; and (c) agrees to be bound by the terms and conditions of this Agreement. The Agreement is binding on the parties hereto and their respective successors and permitted assigns.

9. **EMPLOYMENT STATUS**

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

10. **INDEMNIFICATION**

Contractor shall defend, hold harmless, and indemnify Tehama County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged, arising out of contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by

negligence or otherwise. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Contractor shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

11. **INSURANCE**

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

12. **PREVAILING WAGE**

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services hereunder are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office, and will make this information available to any interested party upon request. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a "public work." To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

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

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

13. **NON-DISCRIMINATION**

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

14. **GREEN PROCUREMENT POLICY**

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

15. **COMPLIANCE WITH LAWS AND REGULATIONS**

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

16. **LAW AND VENUE**

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

17. **AUTHORITY**

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

18. **NOTICES**

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

If to County:	Tehama County Health Services Agency P O Box 400 Red Bluff, CA 96080 (530) 527-8491
If to Contractor:	American Janitorial & Maintenance Services, Inc. DBA: Ultimate Building Maintenance 598 Garden Hwy., Ste. 5 Yuba City, CA 95991

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

19. **NON-EXCLUSIVE AGREEMENT**

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

20. **RESOLUTION OF AMBIGUITIES**

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

21. **NO THIRD PARTY BENEFICIARIES**

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

22. **CODE OF CONDUCT**

Contractor shall comply with Code of Conduct. Tehama County Health Services Agency (TCHSA) maintains high ethical standards and is committed to complying with all applicable statutes, regulations, and guidelines. The TCHSA and each of its employees and contractors shall follow an established Code of Conduct.

PURPOSE

The purpose of the TCHSA Code of Conduct is to ensure that all TCHSA employees and contractors are committed to conducting their activities in accordance with the highest levels of ethics and in compliance with all applicable State and Federal statutes, regulations, and guidelines. The Code of Conduct also serves to demonstrate TCHSA's dedication to providing quality care to its patients.

CODE OF CONDUCT – General Statement

- The Code of Conduct is intended to provide TCHSA employees and contractors with general guidelines to enable them to conduct the business of TCHSA in an ethical and legal manner;
- Every TCHSA employee and contractor is expected to uphold the Code of Conduct;
- Failure to comply with the Code of Conduct or failure to report non-compliance may subject the TCHSA employee or contractor to disciplinary action, up to or including termination of employment or contracted status.
- Shall perform their duties in good faith and to the best of their ability.
- Shall comply with all statutes, regulations, and guidelines applicable to Federal health care programs, and with TCHSA's own policies and procedures.
- Shall refrain from any illegal conduct. When an employee or contractor is uncertain of the meaning or application of a statute, regulation, or guideline, or the legality of a certain

practice or activity, he or she shall seek guidance from his or her immediate Supervisor, Division Director, the Quality Assurance Manager, the Compliance Auditor, the Assistant Executive Director-Program, or the Assistant Executive Director-Administration.

- Shall not obtain any improper personal benefit by virtue of their employment or contractual relationship with TCHSA;
- Shall notify their Supervisor, Division Director, Assistant Executive Director-Administration, the Assistant Executive Director-Programs, or Agency Executive Director immediately upon receipt (at work or at home) of any inquiry, subpoena, or other agency or governmental request for information regarding TCHSA;
- Shall not destroy or alter TCHSA information or documents in anticipation of, or in response to, a request for documents by any applicable governmental agency or from a court of competent jurisdiction;
- Shall not engage in any practice intended to unlawfully obtain favorable treatment or business from any entity, physician, patient, resident, vendor, or any other person or entity in a position to provide such treatment or business;
- Shall not accept any gift of more than nominal value or any hospitality or entertainment, which because of its source or value, might influence the employee's or contractor's independent judgment in transactions involving TCHSA;
- Shall disclose to their Division Director any financial interest, official position, ownership interest, or any other relationship that they (or a member of their immediate family) has with TCHSA vendors or contractors;
- Shall not participate in any false billing of patients, governmental entities, or any other party;
- Shall not participate in preparation of any false cost report or other type of report submitted to the government;
- Shall not pay or arrange for TCHSA to pay any person or entity for the referral of patients to TCHSA, and shall not accept any payment or arrangement for TCHSA to accept any payment for referrals from TCHSA:
- Shall not use confidential TCHSA information for their own personal benefit or for the benefit of any other person or entity while employed at or under contract to TCHSA, or at any time thereafter;

- Shall not disclose confidential medical information pertaining to TCHSA's patients or clients without the express written consent of the patients or clients or pursuant to court order and in accordance with the applicable law and TCHSA applicable policies and procedures;
- Shall promptly report to the Quality Assurance Manager any and all violations or suspected violations of the Code of Conduct;
- Shall promptly report to the Quality Assurance Manager any and all violations or suspected violations of any statute, regulation, or guideline applicable to Federal health care programs or violations of TCHSA's own policies and procedures;
- Shall not engage in or tolerate retaliation against employees or contractors who report or suspect wrongdoing.

23. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) CONFIDENTIALITY**

Notwithstanding any other provision of this Agreement, the Contractor agrees to protect the confidentiality of any and all client, employee, or County information with which the Contractor may come into incidental contact in the process of performing its contracted services. Except as solely required to perform the contracted services hereunder, the Contractor shall not read, retain, copy, use, or disclose this information in any manner for any purpose. Violation of the confidentiality of client, employee, or County information may, at the option of the County, be considered a material breach of this Agreement.

22. **GOVERNMENT CODE SECTION 31000 FINDING**

By approving this contract, the Board of Supervisors finds that all existing County maintenance and custodial employee resources located in proximity to the facilities served by this contract are fully committed to serving other County buildings, and that each of the facilities served by this contract is therefore remote from any available county employee resources. The Board further finds that the County's economic interests are best served by this contract rather than by paying additional travel and subsistence expenses to existing county maintenance and custodial employees.

23. **CONFIDENTIALITY**

Notwithstanding any other provision of this Agreement, the Contractor agrees to protect the confidentiality of any and all client, employee, or County information with which the Contractor

may come into incidental contact in the process of performing its contracted services. Except as solely required to perform the contracted services hereunder, the Contractor shall not read, retain, copy, use, or disclose this information in any manner for any purpose. Violation of the confidentiality of client, employee, or County information may, at the option of the County, be considered a material breach of this Agreement.

24. **EXHIBITS**

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

25. **HAZARDOUS MATERIALS**

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

26. **HARASSMENT**

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

27. **COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING**

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civil Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the

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

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

Date: 3-14-23

COUNTY OF TEHAMA

Jayme S. Bottke, Executive Director

Date: 3.13.23

AMERICAN JANITORIAL AND MAINTENANCE SERVICES, INC. DBA: ULTIMATE BUILDING MAINTENANCE

Roger Toor, President

121014
Vendor Number

Budget Account Number

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

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

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

Automobile Liability

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

Workers' Compensation

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

Professional Liability (Contractor/Professional services standard agreement only)

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

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

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

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

Endorsements: Additional Insureds

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

The certificate holder shall be "County of Tehama."

Deductibles and Self-Insured Retentions

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

Primary Insurance Coverage

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

Coverage Cancellation

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

Acceptability of Insurers

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

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

Subcontractors

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

Material Breach

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

Policy Obligations

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

Verification of Coverage

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

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

Exhibit B

American Janitorial & Maintenance Services, Inc. DBA: Ultimate Building Maintenance
Janitorial Services

	Monthly Janitorial	How Many Times Per Week
Administration Fiscal and Support Services	$725.00 x 12 = $8700.00	2
Behavioral Health	$1,300 x 12 = $15,600.00	5
Behavioral Health Vista Way	$900.00 x 12 = $10,800.00	5
Substance Use Recovery	$535.00 x 12 = $6,420.00	2
Public Health Main and Modular	$1,050.00 x 12 = $12,600.00	3
Public Health WIC Office	$350.00 x 12 = $4200.00	3
Medical Clinic, Includes Common Areas	$2,290 x 12 = $27,480.00	5
Los Molinos Government Office	$150.00 x 12 = $1,800.00	2 days per month
TOTALS	**per month: $7,300.00** **per year: $87,600.00**	

Exhibit C

American Janitorial & Maintenance Services, Inc. DBA: Ultimate Building Maintenance
Carpet Steam Cleaning

	Price for Each Semi Annual Service	Total Price per Year
Behavioral Health Vista Way	$766.65	$1,533.30
Medical Clinic, Common Areas included in Clinic	$121.35	$242.70
Public Health Main	$358.20	$716.40
Public Health Modular	$522.45	$1,044.90
Public Health WIC Office	$66.00	$132.00
Substance Use Recovery	$271.80	$543.60
Administration Fiscal and Support Services	$955.95	$1,911.90
Total:	**$3062.40**	**$6124.80**

Exhibit D

American Janitorial & Maintenance Services, Inc. DBA: Ultimate Building Maintenance Clean and Buff &
Scrub and Recoat Service

	Price for Each Semi Annual Service	Total Price per Year
Behavioral Health Main	Clean and Buff: $120 Scrub and Recoat: $1,356	Clean and Buff: $240 Scrub and Recoat: $2712
Behavioral Health TAY Building	Clean and Buff: $100 Scrub and Recoat: $630	Clean and Buff: $200 Scrub and Recoat: $1,260
Behavioral Health Vista Way	Clean and Buff: $120 Scrub and Recoat: $800	Clean and Buff: $240 Scrub and Recoat: $1,600
Medical Clinic, Common Areas included in Clinic	Clean and Buff: $150 Scrub and Recoat: $1,500	Clean and Buff: $300 Scrub and Recoat: $3000
Public Health Main	Clean and Buff: $85 Scrub and Recoat: $220	Clean and Buff: $170 Scrub and Recoat: $440
Public Health Modular	Clean and Buff: $45 Scrub and Recoat: $115	Clean and Buff: $90 Scrub and Recoat: $230
Public Health WIC Office	Clean and Buff: $55 Scrub and Recoat: $400	Clean and Buff: $110 Scrub and Recoat: $800
Substance Use Recovery	Clean and Buff: $150 Scrub and Recoat: $1,944	Clean and Buff: $300 Scrub and Recoat: $3,888
Total:	**Clean and Buff: $825** **Scrub and Recoat: $6,965**	**Clean and Buff: $1,650** **Scrub and Recoat: $13,930**

E-Contract Review
Approval as to Form

Department Name: Health Services Agency

Vendor Name: American Janitorial & Maintenance Services

Contract Description: For the purpose of providing janitorial Services

APPROVED AS TO FORM:

Margaret Long

Date: 03/07/2023

Office of the Tehama County Counsel
Margaret E. Long, County Counsel

MINUTE ORDER
BOARD OF SUPERVISORS
COUNTY OF TEHAMA, STATE OF CALIFORNIA

CONSENT AGENDA

(All votes were conducted via roll call by the Clerk.)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Candy Carlson, Supervisor - District 2
SECONDER:	John Leach, Supervisor - District 5
AYES:	Moule, Hansen, Leach, Nolen, Carlson

7. HEALTH SERVICES AGENCY / ADMINISTRATION
   a) AGREEMENT - Approval and authorization for the Executive Director to sign the Agreement with American Janitorial & Maintenance Services, Inc., DBA: Ultimate Building Maintenance for the purpose of providing janitorial services for multiple locations of the Health Services Agency for rates set forth in the Fee Schedules attached as Exhibits "B", "C" and "D" with maximum compensation not to exceed $117,000 in any fiscal year, effective 7/1/23 and shall terminate 6/30/26. (Miscellaneous Agreement #2023-81)

STATE OF CALIFORNIA)
) ss
COUNTY OF TEHAMA)

I, JENNIFER VISE, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on the 4th day of April, 2023.

DATED: April 5, 2023

JENNIFER A. VISE, County Clerk and
Ex-officio Clerk of the Board of Supervisors
of the County of Tehama, State of California

By: _____
Deputy

Tehama County

Agenda Request Form

File #: 25-2063 **Agenda Date:** 12/9/2025 **Agenda #:** 10.

HEALTH SERVICES AGENCY / ADMINISTRATION

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Executive Director to sign Amendment No. 1 to Misc. Agreement 2023-355 with Partnership HealthPlan (PHP) for the Professional Services Agreement, thereby replacing Attachment B to correct location information, and Attachment C to add chiropractic services to the Compensation Physician Rates, effective 5/1/25

Financial Impact:
There is no financial impact to the General Fund.

Background Information:
On January 1, 2024, Tehama County became part of the Partnership HealthPlan network for our Medi-Cal Managed Care population, and in May of 2025, the Medical Clinic began offering chiropractor services to members. It was brought to TCHSA's attention that chiropractor services were not included under specialty services in the existing agreement with PHP. This amendment will correct that.

FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT

BETWEEN

PARTNERSHIP HEALTH PLAN OF CALIFORNIA

AND

COUNTY OF TEHAMA

This is the First Amendment to the Professional Services Agreement (the "First Amendment") between Partnership HealthPlan of California ("PARTNERSHIP" or "PLAN") and County of Tehama doing business as Tehama County Health Services Agency, hereinafter referred to in this First Amendment as "PROVIDER".

WHEREAS PARTNERSHIP and PROVIDER entered into a Professional Services Agreement effective January 1, 2024. The 2024 Professional Services Agreement and subsequent amendments including this First Amendment thereto are referred to as the "Agreement".

WHEREAS PARTNERSHIP and PROVIDER now desire to amend the Agreement as set forth and to have the other terms of the Agreement remain unchanged.

NOW, **THEREFORE**, in consideration of the mutual promises contained herein, PARTNERSHIP and PROVIDER agree to be legally bound as follows:

1. The effective date of this First Amendment shall be May 1, 2025.

2. The Parties agree that as of the effective date of this Agreement Chiropractic Services is added to Attachment C, FQHC/RHC Compensation Physician Rates.

3. Effective May 1, 2025, Attachment B, Location(s), is deleted in its entirety and replaced with a new Attachment B, Location(s), as attached herein.

4. Effective May 1 2025, Attachment C, FQHC/RHC Compensation Physician Rates is deleted entirety and replaced with a new Attachment C, FQHC/RHC Compensation Physician Rates.

5. All other terms and provisions of the Agreement not amended hereby shall remain in full force and effect. In the event of any inconsistency between the terms of this Amendment and the Agreement, the terms of this Amendment will govern and control.

(remainder of this page is left intentionally blank)

By their signatures, both parties agree to the terms as referenced in this Amendment.

HOSPITAL	**PLAN**
County of Tehama	Partnership HealthPlan of California
Jayme S Bottke	
Signature	Signature
Jayme S. Bottke	Sonja Bjork
Printed Name	Printed Name
Executive Director	Chief Executive Officer
Title	Title
11-4-25	
Date	Date

(remainder of this page is left intentionally blank)

ATTACHMENT B

LOCATIONS

COUNTY OF TEHAMA

List under applicable county name, the physician's name, location(s) and PHC # that shall apply to this Agreement.

PHC	NPI	TIN	Site Name	ADDRESS	COUNTY
12570	1043427388	94-6000543	County of Tehama	1850 Walnut St., Red Bluff CA 906080	Tehama

Contract No. 010351

ATTACHMENT C
FQHC/RHC

COMPENSATION PHYSICIAN RATES

COUNTY OF TEHAMA

The rate of payment is based on the current State of California Medi-Cal fee-for-service rate in effect on the date of services are rendered. Refer to the Partnership HealthPlan of California (PHC) Provider Manual for claims billing criteria www.Partnershiphp.org.

Effective Date: January 1, 2024

Specialty	Services	Reimbursement Rate
Medical Clinic – Primary Care	Physician/Professional Services	100% of the Prevailing Medi-Cal Fee Schedule

Effective Date: January 1, 2024

Specialty	Services	Reimbursement Rate
Medical Clinic – All Specialty Service	Physician/Professional Services	100% of the Prevailing Medi-Cal Fee Schedule

Effective Date: May 1, 2025

Specialty	Services	Reimbursement Rate
Chiropractic	Physician/Professional Services	100% of the Prevailing Medi-Cal Fee Schedule

E-Contract Review
Approval as to Form

Department Name: Health Services Agency

Vendor Name: Partnership HealthPlan of CA

Contract Description: For the purpose of adding chiropractor services to the professional services covered by Partnership HealthPlan of CA

APPROVED AS TO FORM:



Date: 11/04/2025

Office of the Tehama County Counsel
Margaret Long, County Counsel

MINUTE ORDER
BOARD OF SUPERVISORS
COUNTY OF TEHAMA, STATE OF CALIFORNIA

REGULAR AGENDA

18. HEALTH SERVICES AGENCY / ADMINISTRATION
    a) AGREEMENT - Approval and authorization for the Executive Director to sign the Professional Services agreement with Partnership HealthPlan of California (Partnership), effective 1/1/2024 and will automatically renew at the end of one (1) year, and annually thereafter.
    (Miscellaneous Agreement #2023-355)

Health Services Agency Executive Director Jayme Bottke stated this agreement will allow the medical clinic to become a part of the network.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Candy Carlson, Supervisor - District 2
SECONDER:	Pati Nolen, Supervisor - District 3
AYES:	Moule, Leach, Nolen, Carlson
ABSENT:	Hansen

STATE OF CALIFORNIA)
) ss
COUNTY OF TEHAMA)

I, JENNIFER VISE, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on the 21st day of November 2023.

DATED: November 21, 2023

JENNIFER A. VISE, County Clerk and
Ex-officio Clerk of the Board of Supervisors
of the County of Tehama, State of California

PROFESSIONAL SERVICES AGREEMENT

Between

PARTNERSHIP HEALTHPLAN OF CALIFORNIA

And

PHYSICIAN GROUP

This Professional Services Agreement (the "Agreement") is entered into this January 1, 2024 by and between Partnership HealthPlan of California, a public entity ("**PARTNERSHIP**" or "**PLAN**") and Tehama County Health Services Agency, a physician or a group of physicians licensed to practice in the State of California pursuant to California Business and Professions Code, Division II, Chapter 5, Section 2000 et. seq. (collectively referred to as "**PHYSICIAN**" or "**PHYSICIAN GROUP**").

PHYSICIAN GROUPS

If the undersigned Physician is a member of a Physician Group and is the authorized representative of this Physician Group, the signature affixed to this Agreement on behalf of the Physician Group certifies the following by his or her signature:

(a) The group is a duly organized single business entity organized for the express purpose of providing health care services to the public at large.

(b) All physician members of the group have granted Power of Attorney to the Group Representative for the purpose of signing Managed Care contracts on their behalf. Each member of the Physician Group will be aware of and comply with the terms of the contract.

(c) He or she is authorized to enter into this Agreement on behalf of the Physician Group.

Upon reasonable request by PARTNERSHIP, the Physician Group agrees to provide certified copies of documents, including, but not limited to, Articles of Incorporation, Partnership Agreements or Member Physician Agreements, which will verify its legal and organizational status and operation as described above.

IN WITNESS WHEREOF, the subsequent Agreement between PARTNERSHIP and Physician Group is entered into by and between the undersigned parties.

PHYSICIAN GROUP
Tehama County Health Services Agency

Signature: Jayme S Bottke

Printed Name: Jayme S. Bottke

Title: Executive Director

Date: 10-25-23

PLAN
Partnership HealthPlan of California

Signature:

Name: Sonja Bjork

Title: Chief Executive Officer

Date: 10/12/23

Individuals in Group *(if needed use additional sheet of paper)*:

PHYSICIAN GROUP Address for Notices:

PO Box 400

Red Bluff, CA 96080

Attn: Executive Director

(remainder of this page is intentionally left blank)

PARTNERSHIP HEALTHPLAN OF CALIFORNIA
PHYSICIAN GROUP PROFESSIONAL SERVICES AGREEMENT

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EXHIBIT 2 – SUBCONTRACTOR REQUIREMENTS (as applicable)

RECITALS

A. Whereas PARTNERSHIP has entered into and will maintain contracts (the "Medi-Cal Agreements") with the California Department of Health Care Services ("DHCS") in accordance with Title 10, CCR, Section 1300 et. seq.; Welfare & Institutions ("W&I") Code, Section 14200 et. seq.; Title 22, CCR, Section 53250; and applicable federal and State laws and regulations, under which Medi-Cal beneficiaries assigned to PARTNERSHIP as Members, will receive all medical services hereinafter defined as "Covered Services," through PARTNERSHIP.

B. Whereas PARTNERSHIP will arrange for Covered Services for its Medi-Cal Members under the case management of designated Primary Care Providers chosen by or assigned to Medi-Cal Members, and all Specialist Physician Services (with the exception of emergency services) will be delivered only with authorization from PARTNERSHIP.

C. Whereas Physician or Physician Group will participate in providing Covered Services to Medi-Cal Members and will receive payment from PARTNERSHIP for the rendering of those Covered Services.

D. Whereas Physician or Physician Group desires to provide primary care services or specialty medical care 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, Physician, and/or their respective programs, centers or services.

1.2 Agreement - This Agreement and all of the Exhibits 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 applicable Knox-Keene Act statutes 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 Agreement; 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 - Medi-Cal Member who has been assigned or who chose a PCP for their medical care.

1.5 Attending Physician - (a) Any physician who is acting in the provision of Emergency Services to meet the medical needs of the Medi-Cal Member; or (b) any physician who is, through referral from the Medi-Cal Member's PCP, actively engaged in the treatment or evaluation of a Member's condition; or (c) any physician designated by the Medical Director to provide services for Direct Members.

1.6 Block Transfer - A transfer or redirection of two thousand (2,000) or more Members by PARTNERSHIP from a terminated Physician Group to one or more contracting providers that takes place as a result of the termination or non-renewal of a provider contract.

1.7 California Children's Services (CCS) Program - A public health program providing Medically Necessary Covered Services to Members under the age of 21 years who have CCS-eligible conditions, as specified in Title 22, CCR, Section 41515.1 *et seq*.

1.8 This is deliberately left blank.

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 Claim Form – Centers for Medicare and Medicaid Services (CMS) 1500 or UB-04 claim form used by Physician to report to PARTNERHIP the provision of Covered Services to Medi-Cal Members.

1.11 Clean Claim - A claim that can be processed without obtaining additional information from the provider of the service or from a third party.

1.12 Contract Year - Twelve (12) month period following the effective date of this Agreement between Physician 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 Sections 14000 et seq. and 14131 et. seq., Title 22, CCR, Division 3, Subdivision 1, Chapter 3, beginning with Section 51301, and Title 17, CCR, Chapter 4, Subchapter 13, Article 4, beginning with Section 6800 et seq., except for excluded and limited services outlined in Sections 4.1 to 4.3 of this Agreement.

1.15 Direct Members - Medi-Cal Members enrolled with PARTNERSHIP who have not been assigned to a PCP for administrative or medical reasons, e.g. CCS, ESRD, LTC, out-of-area Members, organ transplant cases, or Medi-Cal Members that the Medical Director has determined can remain unassigned to a PCP because of continuity of care.

1.16 Downstream Subcontractor - An individual or entity that has a subcontractor agreement with a Subcontractor.

1.17 Eligible Beneficiary - Any Medi-Cal beneficiary who receives Medi-Cal benefits under the terms of one of the specific aid codes set forth in the Medi-Cal Agreement between PARTNERSHIP and DHCS, and who is certified as eligible for Medi-Cal by the State of California and assigned to PARTNERSHIP.

1.18 Emergency Medical Condition - A medical condition which is manifested by acute symptoms of sufficient severity, including severe pain, such that a the absence of immediate medical attention could reasonably expect to result in one or more of the following: i) placing the health of the individual in serious jeopardy; ii) serious impairment to bodily functions; or iii) serious dysfunction of any bodily organ or part; or iv) death.

1.19 Emergency Services - Those inpatient and outpatient Covered Services that are furnished 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 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

1.21 Encounter Form - Form submitted electronically to PARTNERSHIP in a HIPAA compliant 837 format to report the Covered Services provided to Medi-Cal Members.

1.22 Enrollment - The process by which an Eligible Beneficiary selects or is assigned to PARTNERSHIP by DHCS.

1.23 Excluded Services - Those services for which PARTNERSHIP is not responsible pursuant to its Medi-Cal Agreement and for which it does not receive a capitation payment as outlined in Sections 4.1 to 4.3 of this Agreement.

1.24 Family Planning - means Covered Services that are provided to individuals of childbearing age to enable them to determine the number and spacing of their children, and to help reduce the incidence of maternal and infant deaths and diseases by promoting the health and education of potential parents. Family Planning includes, but is not limited to: 1) medical and surgical services performed by and under the direct supervision of a licensed physician for the purposes of Family Planning; 2) laboratory and radiology procedures, drugs and devices prescribed by a licensed physician and/or associated with Family Planning procedures; 3) patient visits for the purpose of Family Planning; 4) Family Planning counseling services provided during a regular patient visit; 5) tubal ligations; 6) vasectomies; 7) contraceptive drugs or devices; and, 8) treatment for complications resulting from previous Family Planning procedures. Family Planning does not include services for the treatment of infertility or reversal of sterilization.

1.25 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 Physician or Physician Group. All Covered Services that are non-capitated services and 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 5 of this Agreement.

1.26 Fraud, Waste, and Abuse - The intentional deception or misrepresentation made by persons, including, but not limited to, Physician or Physician Group, 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.

1.27 Governmental Agencies - The Department of Managed Health Care ("DMHC"), 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 Physician or Physician Group.

1.28 Health Equity - The reduction or elimination of health disparities, health inequities, or other disparities in health that adversely affect vulnerable populations.

1.29 Hospital - Any acute, general care or psychiatric hospital licensed by the DHCS.

1.30 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.

1.31 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.

1.33 Medi-Cal Managed Care Program or Medi-Cal Program - The program that PARTNERSHIP operates under its Medi-Cal Agreement with DHCS.

1.34 Medi-Cal Manual - The Medical Services Provider Manual of DHCS, issued by the DHCS Fiscal Intermediary.

1.35 Medical Transportation - The transportation of the sick, injured, invalid, convalescent, infirm or otherwise incapacitated persons by ambulances, litter vans or wheelchair vans licensed, operated, and equipped in accordance with applicable state or local statutes, ordinances or regulations. Medical transportation services do not include transportation of beneficiaries by passenger car, taxicabs or other forms of public or private conveyances.

1.36 Medically Necessary - Reasonable and necessary services to protect life, to prevent significant illness or significant disability, or to alleviate severe pain through the diagnosis or treatment of disease, illness, or injury, as required under W&I Code Section 14059.5(a) and 22 CCR Section 51303(a). Medically Necessary services shall include Covered Services necessary to achieve age-appropriate growth and development, and attain, maintain, or regain functional capacity.
For Members under 21 years of age, a treatment or service is also Medically Necessary if it meets the Early and Periodic Screening, Diagnostic and Treatment (EPSDT) standard set forth in 42 USC Section 1396d(r)(5), as required by W&I Code Sections 14059.5(b)(1) and 14132(v), and as described in DHCS APL 19-010. 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. These services will be in accordance with accepted standards of medical practice and not primarily for the convenience of the Member or the participating provider.

1.37 Medical Home - A model of organization of primary care that delivers the core functions of primary health care which is comprised of comprehensive care, patient-centered, coordinated care, accessible services, and quality and safety.

1.38 Medicare - The federal health insurance program defined in Title XVIII of the Federal Social Security Act and regulations promulgated thereunder.

1.39 Member or Medi-Cal Member - An Eligible Beneficiary who is enrolled in PARTNERSHIP.

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 Non-Medical Transportation (NMT) - Transportation of Members to obtain Covered Services by passenger car, taxicabs, or other forms of public or private conveyances, and mileage reimbursement when conveyance is in a private vehicle arranged by the Member and not through a transportation broker, bus passes, taxi vouchers, or train tickets. NMT does not include the transportation of sick, injured, invalid, convalescent, infirm, or otherwise incapacitated Members by ambulances, litter vans, or wheelchair vans licensed, operated and equipped in accordance with State and local statutes, ordinances, or regulations.

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 Physician Patient Load Limitation - The maximum number of Members for whom the PCP has contracted to serve, which has been accepted by PARTNERSHIP. PARTNERSHIP agrees that additional Members will not be permitted to select or be assigned to that PCP. Such limit may be changed by mutual agreement of the parties.

1.45 Physicians Advisory Group - The committee of physicians chosen each year from among contracting physicians by PARTNERSHIP for the purpose of advising PARTNERSHIP. The physicians must be Board Certified.

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 Primary Care Case Management - The responsibility for primary and preventive care, and for the referral, consultation, ordering of therapy, admission to hospitals, provision of Medi-Cal covered health education and preventive services, follow-up care, coordinated hospital discharge planning that includes necessary post-discharge care, and maintenance of a medical record with documentation of referred and follow-up services.

1.48 Primary Care Provider (PCP) -. The PCP is responsible for supervising, coordinating, and providing initial and Primary Care to Members; initiating referrals; and for maintaining the continuity of care for the Members; and serving as the Medical Home for Members. A PCP is a general practitioner, family practitioner, internist, Obstetrician-Gynecologist, pediatrician, or Non-Physician Medical Practictioner. For SPD Members, a PCP may also be a Specialist or clinic. A resident or intern will not be a Primary Care Provider.

1.49 Primary Care Services - Those services defined in Attachment C of the PCP contract and provided to Members by a PCP. These services constitute a basic level of healthcare usually rendered in ambulatory settings and focus on general health needs.

1.50 Primary Hospital - A hospital affiliated with PCP that has entered into an agreement with PARTNERSHIP.

1.51 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.

1.52 Provider Data - Information concerning Physician or Physician Group, including, but not limited to, information about the contractual relationship between Physician or Physician 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.

1.53 Provider Manual - The Manual of Operational Policies and Procedures for PARTNERSHIP Medi-Cal Managed Care Program.

1.54 Quality Improvement and Health Equity Committee ("QIHEC") - A 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.

1.55 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 Agreement.

1.56 Referral Authorization Form or RAF - The form or number evidencing a referral by PCP or Medical Director, or designee, to render specific non-emergency Covered Services to Medi-Cal Members.

1.58 Referral Physician - Any qualified physician, duly licensed in California that has been enrolled in the Medi-Cal Program and executed an agreement with PARTNERSHIP, to whom a PCP may refer any Member for consultation or treatment. Exceptions to this requirement must be authorized by PARTNERSHIP CEO and/or Medical Director.

1.59 Referral Services - Covered Services, which are not Primary Care Services, provided by physicians on a referral from the PCP, or rendered by the PCP as a non-capitated service.

1.60 Senior and Person with Disability (SPD) Member – A Member who falls under a specific SPD aid code as defined by DHCS.

1.61 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.

1.62 Specialist Physician or Specialist - A providerwho 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 specialists has entered into an Agreement with PARTNERSHIP and is licensed to provide medical care by the Medical Board of California, and is enrolled in the State Medi-Cal Program at locations designated in Attachment B of this Agreement.

1.63 Subcontractor - means an individual or entity that has a subcontractor agreement with PARTNERSHIP that relates directly or indirectlSENSITIVIE y to the performance of PARTNERSHIP's obligations under the Medi-Cal Agreement. .

1.64 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.

1.65 Treatment Authorization Request or (TAR) - The form approved by PLAN 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.

1.66 Urgent Care Services - Those Covered Services required to prevent serious deterioration of health following the onset of an unforeseen condition or injury.

1.67 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.

1.68 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 Physician or Physician Group is responsible for:

2.1.1 Standards of Care - Provide Covered Services for those complaints and disorders of PARTNERSHIP Members that are within Physician'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 Licensure - Warrant that Physician(s) has/have, and will continue to have as long as this Agreement remains in effect, a valid unrestricted license to practice medicine or osteopathy in the State of California to provide the Covered Services under the terms of this Agreement. Warrant that Physician will maintain good standing in the Medi-Cal and Medicare Programs and affirm that Physician does not appear on any Medi-Cal suspended provider list or any other list which would exclude or suspend Physician from participating in any other state or federal health care program. Warrant that Physician(s) has/have the personal capacity to perform pursuant to the terms of this Agreement; is duly licensed, certified or registered and qualified in accordance with current applicable legal, profession, and technical standards, and will satisfy any continuing professional education requirements prescribed by state licensure and/or certification regulations or by PARTNERSHIP. Warrant that Physician(s) has/have a valid National Provider Identification number.

(a) Physician or Physician Group will notify PARTNERSHIP immediately if Physician or Physician Group 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 Credentialing - 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 Agreement, Exhibit A, Attachment III, Provision 5.2.14 (*Site Review*), if deemed necessary by PARTNERSHIP in accordance with the Medi-Cal Agreement.

2.1.4 Comprehensive Primary Care Services - For non-Specialists, provide the Medically Necessary comprehensive level of health care for their assigned patients usually rendered in ambulatory settings by general or family practitioners, pediatricians, Obstetrician-Gynecologists, internists and Non-Physician Medical Practitioners. This type of care emphasizes caring for the Member's general health needs as opposed to specialists focusing on specific needs.

2.1.5 Covered Services - Provide Medically Necessary Covered Services that are physician services including specific diagnostic, treatment or surgical procedures to Medi-Cal Members for those medical complaints and disorders that are within his/her professional competence to diagnose and treat.

2.1.6 Adequate Network or Staff – Physician or Physician Group must maintain adequate networks and staff to ensure that it has sufficient capacity to provide and coordinate care for Covered 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 Agreement.

2.1.7 Referrals - Unless otherwise agreed to by PARTNERSHIP except for Emergency Services and Urgent Care Services, provide Covered Services to Medi-Cal Members, only upon receipt of an appropriate referral to provide such services from Medi-Cal Member's PCP, PARTNERSHIP, or such other treatment authorization as described in PARTNERSHIP's Provider Manual.

a. PCP has the right to refer Member to any Referral (Specialist) Physician. Referrals to contracting providers outside the County or non-contracting certified Medi-Cal providers may be made only after authorization for such has been obtained from PARTNERSHIP's Medical Director or designee.

b. The Specialist Physician will consult with PCP as soon as possible when a Medi-Cal Member who, for conscientious or other personal reasons, refuses to follow or undergo one or more procedures or courses of treatment recommended by the Specialist Physician if the Specialist Physician determines no professionally acceptable alternatives to such recommended procedures or courses of treatment exists as a Covered Service under the Medi-Cal Managed Care Program.

2.1.8 Case Management - Cooperate with Medi-Cal Member's PCP and PARTNERSHIP in the PCP's monitoring, coordination, and case management of the Medi-Cal Member's overall health care. Specialist Physician will promptly furnish a complete report of the services rendered to a Medi-Cal Member to the Medi-Cal Member's PCP and, upon receipt of an appropriate consent, to PARTNERSHIP, on such form as may be prescribed in PARTNERSHIP's Provider Manual.

a. Physician or Physician Group agrees to abide by PARTNERSHIP's Provider Manual policies and procedures, which may be amended from time to time with ninety (90) business days' notice to Physician or Physician Group.

b. Specialist or Referral Physician to whom the PCP has delegated the authority by a referral to proceed with treatment or the use of resources, will be responsible for coordinating medical services performed or prescribed through them for the Member.

c. Physician or Physician Group acknowledges that PARTNERSHIP's Medical Director will assist in the management of catastrophic cases. Physician or Physician Group will fully cooperate with PARTNERSHIP's Medical Director by providing information that may be required in the transfer of a Medi-Cal Member into medical facilities designated by PARTNERSHIP for the care of catastrophic cases, including but not limited to, prompt notification of known or suspected catastrophic cases.

2.1.9 Accessibility and Hours of Service – Providing Covered 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 Agreement, and PARTNERSHIP's timely access policies and procedures as set forth in PARTNERSHIP's Provider Manual. Covered Services shall be provided during normal business hours at Physician or Physician Group's usual place of business and Physician or Physician Group will arrange for Emergency Services and Urgent Care Services as Medically Necessary. Any Emergency Services shall be subject to the terms set forth in the Provider Manual regarding Contracting and Non-Contracting Emergency Service Providers and Post-Stabilization. Physician or Physician Group will make suitable arrangements for personal contact with the Member, or for services by appropriate personnel in accordance with customary medical practice and with the law including referrals for a second professional opinion.
In all cases, Physician or Provider Group shall ensure that Covered Services are provided in a timely manner appropriate for the nature of the Member's condition, consistent with good professional practice. Failure of Physician or Physician Group to follow PARTNERSHIP's timely access policies and procedures, reporting requirements, subcontractual requirements,

Applicable Requirements, or DHCS's requirements, may result, at PARTNERSHIP's option, in a corrective action plan or any sanctions.

a. Direct requests to Specialist Physician from Medi-Cal Member for medical advice, diagnosis, treatment, or relief, will first be authorized by the PARTNERSHIP Medical Director or his/her designee prior to rendering the services with the exception of those services described in Section 4.1 of this Agreement.

b. No payment shall be made by PARTNERSHIP for the services rendered to Capitated Members unless evidence of PCP or PARTNERSHIP authorization has been made or the services are excluded in accordance with Section 4 of this Agreement.

c. In the event and to the extent that Physician or Physician Group is at risk for non-contracting emergency services, Physician or Physician Group shall comply with the Medi-Cal Agreement requirements with respect to Provision 3.3.16 of the Medi-Cal Agreement (*Emergency Services and Post-Stabilization Care Services*)..

2.1.10 Hospital Privileges - Maintain active medical staff privileges and remain a member in good standing of the medical staff with at least one (1) Hospital contracting with PARTNERSHIP or has been specifically excluded from this requirement by PARTNERSHIP's Medical Director.

2.1.11 Officers, Owners and Stockholders - Physician or Physician Group shall provide, as applicable, the ownership disclosure statement(s) included in Attachment A, 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 commencing services under this Agreement and, on an annual basis, upon any change in information, and upon request, if required by law or by the Medi-Cal Agreement. 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. Physician 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 Agreement. Such Debarment Certification and its instructions are set forth in the Provider Manual.

2.1.12 Actions Against Physician - Physician or Physician Group will adhere to the requirements as set forth in PARTNERSHIP's Provider Manual and notify PARTNERSHIP immediately via phone and by certified mail within five (5) days of Physician or Physician Group's learning of any action taken which results in restrictions on Physician 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 excluded from participating in the Medi-Cal Program.

2.1.13 Data Requirements - Physician or Physician Group will comply with the following requirements:

2.1.13.1 Financial and Accounting Records - 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.

2.1.13.2 Reports - Physician or Physician Group agrees to submit reports as required by PARTNERSHIP or DHCS.

2.1.13.3 Encounter Data, Provider Data, Program Data, Template Data Reporting - Physician or Physician Group 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. Physician or Physician Group agrees to comply with the requirements set forth in Exhibit A, Attachment III, Provision 2.1.2 (*Encounter Data Reporting*), Provision 2.1.4 (*Network Provider Data Reporting*), Provision 2.1.5 (*Program Data Reporting*), Provision 2.1.6 (*Template Data Reporting*) of the Medi-Cal Agreement.

2.1.14 Social Determinants of Health (SDOH) – Physician or Physician Group will identify, collect and provide PARTNERSHIP with data relating to Medi-Cal Members' SDOH, including but not limited to data for DHCS's 25 Priority SDOH Codes.

2.1.15 Compliance with Member Handbook - Physician or Physician Group acknowledges that Physician is not authorized to make nor will Physician or Physician Group make any variances, alterations, or exceptions to the terms and conditions of the Member Handbook.

2.1.16 Promotional Materials - Physician or Physician Group will consent to be identified as a Physician or Physician Group 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.

2.1.17 Compliance with PARTNERSHIP Policies and Procedures - Physician 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 as allowed under this Agreement. In the event the provisions of the Provider Manual are inconsistent with the terms of this Agreement, the terms of this Agreement shall prevail.

2.1.18 Trainings – Physicians shall participate in and complete all necessary trainings regarding the Medi-Cal Program conducted by PARTNERSHIP in accordance with the Medi-Cal Agreement, Exhibit A, Attachment III, Provision 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, Provision 5.1.1, Subsection C.3) (*Members' Right to Advance Directives*), and any other requirements set forth in the Medi-Cal Agreements.

2.1.19 Cultural and Linguistic Services – Physician or Physician Group shall provide Covered Services to Members in a culturally, ethnically and linguistically appropriate manner. Physician or Physician Group shall recognize and integrate Members' practices and beliefs about disease causation and prevention into the provision of Covered Services.

2.1.19.1 Physician or Physician Group shall ensure that its cultural and Health Equity linguistic services programs align with PARTNERSHIP's Population Needs Assessment.

2.1.19.2 Physician or Physician Group 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 Medi-Cal Agreement, Exhibit A, Attachment III, Provision 5.2.11, Subsection C (*Diversity, Equity and Inclusion Training*).

2.1.20 Language Assistance Program - Physician or Physician Group shall comply with Plan's language assistance program standards developed under California Health and Safety Code Section 1367.04 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. Physician or Physician Group 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. Physician or Physician Group shall provide or arrange for interpreter services for Members at all service locations at both medical and non-medical points of contact, at no additional cost to PARTNERSHIP and at no cost to Members.

2.1.21 Physician or Physician Group's Locations and Services –Physician or Physician Group shall provide Covered Services to Members at the location(s) set forth in Attachment B. Physician or Physician Group 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 Physician or Physician Group or the closing of any location. Physician or Physician Group 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. 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 Physician or Physician Group begins providing Covered 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 Physician or Physician Group acquires or is acquired by, merges with or otherwise becomes affiliated with another Provider that is currently contracted with PARTNERSHIP, this Agreement, and the current agreement between PARTNERSHIP and the other 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 10.1.

2.1.22 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.

2.1.22.1 Physician or Physician Group shall annually submit evidence of adherence to CMS Emergency Preparedness Final Rule 81 FR 63859 to PARTNERSHIP.

2.1.22.2 Physician or Physician Group shall advise PARTNERSHIP as part of the Emergency Plan; and

2.1.22.3 Physician or Physician Group shall notify PARTNERSHIP within 24 hours of an Emergency if Physician or Physician Group closes down, is unable to meet the demands of a medical surge, or is otherwise affected by an Emergency.

2.1.23

Electronic Visit Verification - If applicable, Physician or Physician Group shall comply with federal requirements for Electronic Visit Verification set forth in 42 USC section 1396b(l) and with state requirements for Electronic

Visit Verification set forth in W&I Code section 14043.51 and all applicable DHCS APLs. If applicable, Physician or Physician Group shall implement a state-approved Electronic Visit Verification solution, as required, for personal care services provided in a Member's home by January 1, 2022 and for home health care services provided in a Member's home by January 1, 2023.

2.2 PARTNERSHIP is responsible for:

2.2.1 Member Assignment - Assigning Medi-Cal Members a PCP and Primary Hospital.

a. The Medi-Cal Member can select from the PCPs contracting with PARTNERSHIP.
b. If the Medi-Cal Member does not select a PCP, PARTNERSHIP will assign Members to a PCP in a systematic manner as PARTNERSHIP deems appropriate.
c. The Medi-Cal Member will be assigned to a Primary Hospital for inpatient and outpatient hospital services and at which the Physician or Physician Group has medical staff privileges.

2.2.2 Payment for Authorized Service Only - PARTNERSHIP will reimburse Physician or Physician Group for Covered Services that are Medically Necessary, and if required, properly authorized by PARTNERSHIP Medical Director (or his/her designee) pursuant to Section 5. However, prior authorization requirements are not applied to Emergency Services, Family Planning services, preventive services, basic prenatal care, sexually transmitted disease services, Human Immunodeficiency Virus (HIV) testing, initial mental health and substance use disorder (SUD) assessments, and Minor Consent Services.

2.3 Member Eligibility - Physician or Physician Group will verify Medi-Cal Member eligibility with PARTNERSHIP prior to admission for inpatient services at Primary Hospital and prior to rendering medical services. Prior authorization from PARTNERSHIP is not a guarantee of Medi-Cal Member eligibility with PARTNERSHIP or eligibility in the 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 Physician or Physician Group. Such data will be updated on or about the twenty-fifth (25^{th}) 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.

2.4 Lisiting - PARTNERSHIP will enter the name of each contracted Physician or Physician Group onto a list from which Medi-Cal Members may choose to receive

healthcare services. Such a list will contain the following information concerning the Physician or Physician Group.

a. Physician's or Physician Group's or site's name and any group affiliation, NPI number, address, telephone number, and, if applicable, web site URL for each service location;
b. For a medical group/foundation or IPAs, the medical group/foundation or IPA name, NPI number, address, telephone number, and, if applicable, web site URL shall appear for each Physician;
c. The hours and days when each service location is open;
d. The services and benefits available at each location, including accessibility symbols approved by DHCS and whether the office/facility (exam room(s), equipment, etc.) can accommodate Members with physical disabilities;
e. California license number and type of license, if applicable;
f. The area of specialty, including board certification, or other accreditation, if any;
g. Physician or Physician Group cultural and linguistic capabilities, including whether non-English languages and American Sign Language are offered either by Physician or Physician Group or a skilled medical interpreter at the Physician's or Physician Group's facility, and if Physician or Physician Group has completed cultural competence training;
h. The telephone number to call after normal business hours;
i. Identification of whether Physician or Physician Group is available to all or new Members; and
j. Any other information necessary for PARTNERSHIP to comply with 42 CFR 438.10(h) and Health and Safety Code 1367.27.

SECTION 3
SCOPE OF SERVICES TO BE PROVIDED

3.1 Management of Care - The parties acknowledge and agree that this Agreement specifies the Covered Services to be ordered, referred or rendered by Physician or Physician Group. With the exception of Excluded Services described in Section 4.1 of this Agreement, it is the responsibility of the Physician or Physician Group with the assistance of appropriate Specialists to determine, to provide, to prescribe, and to manage Covered Services for Medi-Cal Members in accordance with sound professional principles and Medical Necessity.

3.1.1 Except as otherwise provided herein, it will be the responsibility of the Physician or Physician Group to render or provide referral for Covered Services, for each Medi-Cal Member, which has been determined to be Medically Necessary and appropriate for the control of disease, illness, or disability.

3.1.2 Physician or Physician Group will obtain referral and prior authorization when required before rendering medical services to Member. A Treatment Authorization Request approved by PARTNERSHIP's Medical Director shall be obtained for Covered Services per PARTNERSHIP's policies and procedures and as outlined in PARTNERSHIP's Provider Manual. All services and goods required or provided hereunder will be consistent with sound professional principles, community standards of care, and medical necessity.

3.2 Consultation with Medical Director - Physician or Physician Group may at any time seek consultation with Medical Director on any matter concerning the treatment of the Member.

3.3 Covered Services – Physician or Physician Group will provide services covered under the Medi-Cal Program when they are necessary and appropriate for the care of that Member and are a PARTNERSHIP contracted service. Covered Services include but are not limited to:

3.3.1 Initial Health Assessments Within 120 Days – Ensure that all Members assigned to PCP are scheduled for an initial health assessment within 120 days after enrollment for Members over the age of 21 years and as soon as possible for Members under the age of 21 years, unless PCP determines that their medical records are adequate and sufficiently current to allow for an assessment of the Member's health status without such an assessment. At a minimum, an initial health assessment will include a medical history, physical and mental status examination, weight and height data, and blood pressure. The assessment will also include those preventive health screens and tests set forth in PARTNERSHIP's Provider Manual, a discussion of appropriate preventive measures, and the provision for future follow-up appointments as indicated.

3.3.2 Referrals – Be responsible for supervising, coordinating, and providing primary medical care to Members; initiating referrals for specialist care; for maintaining the continuity of patient care; education of Members regarding appropriate health prevention measures; and the appropriate maintenance of medical records. All referrals to specialists are to be to Referral Physicians and to other professional or institutional providers who have an agreement with PARTNERSHIP whenever possible. Nothing herein will be construed to impose liability on PCP for the clinical performance of any other physician, any hospital, or any other health care provider rendering health care services to the Members without the knowledge of the PCP.

3.4 Preventive Health Care – Provide Members regular preventive health examinations and procedures, including but not limited to routine physical examinations, immunizations, and health screenings, in accordance with Child Health and Disability Prevention guidelines and with PARTNERSHIP Preventive Healthcare guidelines in the Provider Manual. PCP will ensure that a CHDP appointment is made for the Member to be examined within four weeks of request.

3.4.1 Ensure that member-specific immunization information is periodically reported to an immunization registry(ies) established in Physician or Physician Group's service area(s) as part of the Statewide Immunization Information System and in compliance with APL 18-004, or subsequent regulatory requirement issued by DHCS.

3.4.2 Upon adequate diagnostic evidence that a Medi-Cal Member under 21 years of age may have a CCS-eligible condition, Physician or Physician Group shall refer the Member to the local CCS office for determination of eligibility.

3.5 Facilities, Equipment and Personnel – Provide and maintain sufficient facilities, equipment, personnel, and administrative services to perform the duties and responsibilities as set forth in this Agreement. All such facilities and equipment shall, to the extent required, be licensed or registered in accordance with Applicable Requirements. The operating personnel for such equipment shall be licensed or certified as required by Applicable Requirements.

3.6 Mental Health Parity - Physician or Physician Group agrees to comply with all applicable mental health parity requirements set forth in 42 CFR section 438.900 et seq.

3.7 Health Education – Offer Members appropriate health education, including but not limited to, nutrition counseling, Family Planning and counseling, and accident prevention counseling.

3.8 Medical Transportation - Medical Transportation when Medically Necessary and in accordance with Title 22, CCR, Section 51323 and PARTNERSHIP's Provider Manual and policies and procedures.

3.9 Other Medically Necessary Services - Other necessary durable medical equipment rental, and medical supplies or other services (i.e. Substance Use Treatment services) determined by Physician to be Medically Necessary for the purpose of diagnosis, management or treatment of diagnosed health impairment, or rehabilitation of the Medi-Cal Member. All services and goods required or provided hereunder will be consistent with sound professional principles, community standards of care, and medical necessity.

3.10 Interpreter Services and Auxiliary Aids – Arrange 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 fufill this requirement, Physician or Physician Group will access PARTNERSHIP's Interpretive Services, as appropriate.

3.10 Medical Necessity - Nothing expressed or implied herein shall require the Physician or Physician Group to provide to or order on behalf of the Medi-Cal Member, Covered Services which, in the professional opinion of the Physician or Physician Group, are not Medically Necessary for the treatment of the Medi-Cal Member's disease or disability.

3.11 Prescription Drugs – PROVIDER will coordinate with DHCS contractor administering the Medi-Cal Rx program and work directly with the Medi-Cal Rx program to resolve issues with the Member's pharmacy prescription benefits for pharmacy services. PROVIDER shall follow associated drug utilization or disease management guidelines and protocols and, if required, submit a TAR with supporting documentation for any Physician Administered Drugs requiring prior authorization.

3.12 Non-Discrimination

3.12.1 Medi-Cal Members - Physician or Physician Group will provide services to Medi-Cal Members in the same manner as such services are provided to other patients of Physician, except as limited or required by other provisions of this Agreement or by other limitations inherent in the operational considerations of the Medi-Cal Program. Subject to the foregoing, Physician or Physician Group will not subject Members to discrimination on the basis of race, color, creed, religion, language, ancestry, marital status, sexual orientation, sexual preference, national origin, ethnic group identification, age, sex, gender, gender identity, political affiliation, health status, or 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 section 422.56, or status as a Member of PARTNERSHIP, or filing a complaint as a Member of PARTNERSHIP, in accordance with 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, and all other laws regarding privacy and confidentiality, rules and regulations promulgated pursuant thereto, or as otherwise provided by law or regulations. Discrimination will include 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

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, 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.

3.12.1.1 For the purpose of this Section, physical handicap 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.

3.12.2 General Compliance – Pursuant to the requirements of the Medi-Cal Agreement, the Physician or Physician Group will not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of race, color, creed, religion, language, ancestry, marital status, sexual orientation, sexual preference, national origin, age (over 40), sex, gender, gender identity, political affiliation, health status, or physical or mental disability, medical condition (including cancer), pregnancy, childbirth or related medical conditions, veteran's status, income, source of payment, status as a Member of PARTNERSHIP, or filing a complaint as a Member of PARTNERSHIP, and denial of family care leave. Physician or Physician Group will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. Physician or Physician Group will ensure the evaluation and treatment of Physician or Physician Group's employees and applicants for employment are free from discrimination and harassment. Physician or Physician Group will comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et.seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in CCR, Title 2, Division 4, Chapter 5 are incorporated into this Agreement by reference and made a part hereof as set forth in full. Physician or Physician Group will give notice of his

obligations under this Section to labor organizations with which Physician or Physician Group has a collective bargaining or other agreement.

3.12.2.1 Physician or Physician Group shall 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, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 USC Section 4212). Such notices shall state Physician or Physician Group'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.

3.12.2.2 Physician or Physician Group will, in all solicitations or advancements for employees placed by or on behalf of Physician or Physician Group, 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.

3.12.2.3 Physician or Physician Group 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 Physician or Physician Group's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

3.12.2.4 Physician or Physician Group 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 USC 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulation at 41 CFR 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.

3.12.2.5 Physician or Physician Group will comply with and furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulation at 41 CFR 60, "Office of the Federal Contract Compliance Programs, Equal

Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

3.12.2.6 In the event of Physician or Physician Group's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Agreement may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulation at 41 CFR 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

3.12.2.7 Physician or Physician Group will include the provisions of this Section 3.13 in every subcontract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulation at 41 CFR 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 USC 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor. Physician or Physician Group will take such action with respect to any subcontract 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 Physician or Physician Group becomes involved in, or is threatened with litigation by a subcontractor as a result of such direction by DHCS, Physician or Physician Group 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.

3.14 Quality Improvement and Utilization Management Programs

Physician or Physician Group will participate in and cooperate with PARTNERSHIP's Quality Improvement and Utilization Management Programs and QIHETP, including but not limited to activities to improve the quality of care and services and member experience, credentialing and re-credentialing, peer review and any 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. This includes participation in office reviews, chart and access audits and focused reviews. In addition, the Physician or Physician Group will participate in the development of corrective action plans for any areas that fall below PARTNERSHIP standards and ensuring medical records are readily available to PARTNERSHIP staff as requested. Physician or Physician Group will cooperate with collection and evaluation of data for quality performance and agrees that PARTNERSHIP may use performance data for quality improvement activities. Physician or Physician Group shall comply with all final determinations rendered by PARTNERSHIP's QIHEC.

a. Physician or Physician Group recognizes the possibility that PARTNERSHIP through utilization management and quality assurance processes may be required to take action requiring consultation with its Medical Director or with other physicians prior to authorization of services or supplies or to terminate this Agreement.

b. In the interest of program integrity or the welfare of Medi-Cal Members, PARTNERSHIP may introduce additional utilization controls or quality improvement programs as may be necessary.

c. If PARTNERSHIP delegates Quality Improvement Activities, Physician or Physician Group and PARTNERSHIP will enter into a separate delegation agreement that contains the provisions stipulated in the Medi-Cal Agreement.

SECTION 4
EXCLUSIONS FROM AND LIMITATIONS OF COVERED SERVICES

4.1 Exclusions - Members in need of services, which are not Covered Services, as described in Division 3, Subdivision 1, Chapter 3, Article 4, Title 22, California Code of Regulations, will not be reimbursed by PARTNERSHIP. The Physician or Physician Group will not bill and expect reimbursement by PARTNERSHIP for the following excluded services provided to Medi-Cal Members described below.

4.2 Services Neither Covered nor Compensated - Physician or Physician Group understands that Physician or Physician Group will not be obligated to provide Medi-Cal Members with, and PARTNERSHIP will not be obligated to reimburse Physician or Physician Group for, the following Excluded Services pursuant to this Agreement (services for which PARTNERSHIP does not receive capitation

payment from the DHCS.)

(a) Dental Services except those Covered Services specified in Exhibit A, Attachment III, Provision 4.3.18 (*Dental*) in the Medi-Cal Agreement;

(b) Home and Community Based Services (HCBS) waiver program services.

(c) CCS services.

(d) Specialty Mental Health Services as specified in Exhibit A, Attachment III, Provision 4.3.13 (*Mental Health Services*) in the Medi-Cal Agreement;

(e) Alcohol and Substance Use Disorder treatment services, outpatient heroin and other opioid detoxification, with the except of medications for addiction treatment as specified in Exhibit A, Attachment III, Provision 4.3.14 (*Alcohol and SUD Treatment Services*) in the Medi-Cal Agreement;

(f) Laboratory services provided under the State serum alphafeto protein testing program administered by the Genetic Disease Branch of the DHCS;

(g) Fabrication of optical lenses except as specified in Exhibit A, Attachment III, Provision 5.3.7 (*Services for All Members*) in the Medi-Cal Agreement;

(h) Targeted Case Management Services as specified in Title 22 CCR Sections 51185 and 51351;

(i) Direct Observed Therapy for tuberculosis;

(j) Prayer or spiritual healing as specified in 22 CCR Section 51312;

(k) Educationally Necessary Behavioral Health Services that are covered by a Local Education Agency and provided pursuant to a Member's Individualized Education Plan (IEP) as set forth in Education Code Section 56340. However, PARTNERSHIP is still responsible for all Medically Necessary Behavioral Health Services as specified in Exhibit A, Attachment III, Provision 4.3.17 (*School-Based Services*) in the Medi-Cal Agreement;

(l) Pediatric Day Health Care;

(m) State Supported Services;

(n) Childhood lead poisoning case management services provided by the local health department;

(o) Non-medical services provided by to individuals with developmental disabilities, including but not limited to respite, out-of-home placement, and supportive living;

(p) End of life services as stated in Health and Safety Code Section 443 et seq. and APL 16-006; and

(q) Prescribed and covered outpatient drugs, medical supplies and enteral nutritional produces when appropriately billed by a pharmacy on a pharmacy claim, in accordance with APL 20-020.

(r) Other services as may be determined by the DHCS and PARTNERSHIP, and as noticed to participating Physician or Physician Group. In the event

of such a change, a thirty (30) day notice will be given to Physician or Physician Group.

4.3 Restricted Services / Special Reimbursement

4.3.1 Physician or Physician Group will ensure that services provided Medi-Cal Members will be in conformance with the limitations and procedures listed in PARTNERSHIP's Provider Manual unless Physician or Physician Group is notified of modification to that policy by DHCS or PARTNERSHIP.

a. Prior authorization for restricted and/or limited services will be provided only through the Medical Director of PARTNERSHIP or his/her designee.
b. The Medi-Cal Manual specifies certain restrictions and limitations with respect to abortion and sterilization. These services shall be subject to the limitations specified therein.

4.3.2 PCP referral and/or PARTNERSHIP authorization are not required for reimbursement by PARTNERSHIP to Physician or Physician Group for the following services:

a. The provision and reimbursement of limited services will be in conformance with the policies and procedures of the Medi-Cal Fee-For-Service Program.
b. Family Planning Services are excluded from Primary Care capitated services and may be obtained by patient self-referral in accordance with 42 CFR Section 441.20 by Physician or Physician Group. Family Planning services include birth control supplies, pregnancy testing and counseling, HIV testing and counseling, STD treatment and counseling, follow-up care for complications related to contraceptive methods, sterilization, and termination of pregnancy.

4.3.3 PCP referral is not required for beneficiaries designated as Direct Members.

4.3.4 Genetically Handicapped Persons Program (GHPP) services must be authorized by the GHPP program.

SECTION 5
REIMBURSEMENT, ACCOUNTS, REPORTING AND RECOVERIES FOR SERVICES

5.1 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 Physician or Physician Group from PARTNERSHIP.

5.2 This is deliberately left blank.

5.3 Claim Submission – Physician or Physician Group will complete and submit timely

and accurate CMS-1500 claim forms or universal claim via electronic transfer claims, or on exception, via hard copy, encounter data and reports according to all regulatory requirements for all Covered Services rendered to Medi-Cal Members including capitated services as described in PARTNERSHIP's Provider Manual.

5.4 Physician or Physican Group will be reimbursed for medical services provided to Medi-Cal Members for those services which have been referred by the Member's PCP, services which have prior authorization from PARTNERSHIP, or services provided to Members, in accordance with PARTNERSHIP's Fee Schedule and upon submission of a complete CMS-1500 claim form along with evidence of prior authorization (if required in accordance with PARTNERSHIP policies and procedures) or submission of complete data through electronic transfer, as described in Section 5.3 of this Agreement. Reimbursement will be made within forty-five (45) Working Days of receipt by PARTNERSHIP of a Clean Claim.

All claims for reimbursement of Covered 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 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. For claims or Capitated Covered Services, the CMS-1500 forms or the submission by electronic transfer will be made by Physician or Physician Group the 15th day of the month following the month of service during the term of this Agreement.

5.4.2 A summary report will accompany each check identifying Medi-Cal Members who are eligible to receive of Covered Services, Physician or Physician Group, and the appropriate amount of reimbursed dispersed per Medi-Cal Member.

5.4.3 All Medi-Cal Members will become eligible for Covered Services on the first day of the month for which PARTNERSHIP receives capitation based on the most current enrollment information from the DHCS.

5.5 Effect of Suspension or Exclusion - Physician or Physician Group shall not be eligible for compensation from PARTNERSHIP for services rendered after Physician or Physician Group has been suspended or excluded from the Medi-Cal Program. Physician or Physician Group may not seek any payment from Members for services rendered during the time of the exclusion or suspension from the Medi-Cal Program. In the event Physician's or Physician Group's payment suspension is lifted, PARTNERSHIP will compensate Physician or Physician Group for services rendered during the suspension at that time.

5.6 Entire Payment - The Physician or Physician Group will accept from PARTNERSHIP compensation as payment in full and discharge of PARTNERSHIP's financial liability. Covered Services provided to Medi-Cal Members by Physician or Physician Group 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. Physician or Physician Group 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 retroactive or prospective 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.

5.6.1 Rate Adjustment - In the event DHCS increases the published Medi-Cal base rate by more than five percent (5%), PARTNERSHIP has the right to adjust its rates based on Medi-Cal rates as set forth in this Agreement. Physician or Physician Group agrees that PARTNERSHIP may reduce its rates according to the actuarial equivalent of the increased base rates. PARTNERSHIP shall provide Physician or Physician Group with written notice of the new rates and the parties shall meet and confer in good faith to reach agreement on such new rates.

5.6.2 Fee-For-Service Payment (FFS) - PARTNERSHIP will reimburse the Physician or Physician Group for the professional component of services provided at the prevailing Medi-Cal fee-for-service rates or as set forth in Attachment C of the Agreement for all properly documented Medi-Cal Covered Services provided to:

a. Medi-Cal Members for Covered Services, which have been properly authorized in accordance with PARTNERSHIP's Provider Manual.
b. Members affiliated with the PCPs and when the service is not a capitated service as listed in Attachment D.
c. Medi-Cal Members for prior authorized Covered Services not listed in Attachment D in accordance with PARTNERSHIP's ProviderManual.
d. CCS Members.
e. CHDP Services – Physician or Physician Group will be compensated by PARTNERSHIP for CHDP services as set forth in this Agreement for certain CHDP services when billed using on a CMS-1500 claim form with industry standard Current Procedure Terminology (CPT-4) procedure codes.
f. Payment for Services Provided to Direct Members–For Direct Members the Physician will be reimbursed the prevailing Medi-Cal fee-for-service rates and/or as set forth in rate in this Agreement.

5.6.3. The Primary Care Provider Quality Improvement Program (PCP QIP) - At the beginning of each calendar year, Physician's or Physician Group's Primary Care Sites are eligible to participate in the Primary Care Provider Quality Improvement Program (PCP QIP) which is designed to encourage and improve quality care. Physician or Physician Group must be contracted with PARTNERSHIP within the first three (3) months of the measurement (calendar) year to be eligible for participation. Eligible providers must be in good standing with PARTNERSHIP continuously from the beginning of each calendar year to the month payment for the prior measurement year is distributed.
PARTNERSHIP's PCP QIP shall include measures prioritizing improvements in the following areas: prevention and screening, chronic disease management, appropriate use of resources, primary care access and operations, and patient experience.
PARTNERSHIP will distribute the PCP QIP measures at least sixty (60) days prior to the beginning of each calendar year.

a. Quality Improvement Program Budgeting and Funding. PARTNERSHIP will determine the maximum per member per month (PMPM) amount to be paid for the PCP QIP during the normal annual Plan budgeting process. The payment methodology is indicated in the PCP QIP specifications, but is subject to adjustment, as noted in the specifications.

b. Reporting by PARTNERSHIP. PARTNERSHIP shall provide Physician or Physician Group access to estimated site level performance on the PCP QIP measures through the Partnership Quality Dashboard.

c. Distribution. Approximately five (5) months following the end of each calendar year, PARTNERSHIP will calculate final scores after corresponding measure data for the measurement year is finalized. Payments are calculated and distributed with a final report containing each measure and earned points for each primary care location.
In addition, the "Unit of Service" measures are also eligible for incentive payments, as detailed in the PCP QIP specifications.

d. Termination during Calendar Year. In the event Physician or Physician Group terminates this Agreement during the calendar year, Physician's or Physician Group's participation in the Quality Improvement Program is forfeited.

5.7 Medi-Cal Member Hold-Harmless – Physician or Physician Group agrees to hold harmless both the State and Members in the event PARTNERSHIP cannot or will not pay for services ordered, referred, rendered or performed by Physician or Physician Group pursuant to this Agreement.

5.7.1 Physician or Physician Group agrees not to balance bill any Medi-Cal Member.

5.7.2 Physician or Physician Group agrees not to bill Members for Covered Services.

5.8 Coordination of Benefits – Prior to delivery Covered Services to Members, Physician or Physician Group shall review the Medi-Cal eligibility record for the presence of other health coverage ("OHC"). If the requested service is covered by OHC, Physician or Physician Group must instruct the Member to seek the service from the OHC carrier. Regardless of the presence of OHC, Physician or Physician Group shall not refuse to render Covered Services to a Member. Physician or Physician Group must report new OHC information not found on the Medi-Cal eligibility record or OHC information that is different from what is on the eligibility record to PARTNERSHIP within ten (10) calendar days of discovery.

5.8.1 Medi-Cal is the payor of last resort recognizing OHC as primary carrier. Physician or Physician Group must bill the primary carrier before billing PARTNERSHIP for reimbursement of Covered Services and, with the exception of authorized share of cost payments, will at no time seek compensation from Medi-Cal Members. The Physician or Physician Group may bill the Member for non-covered services upon Member's written consent for such non-covered services.

Physician or Physician Group has the right to collect all sums as a result of Coordination of Benefits efforts for Covered Services provided to Medi-Cal Members with Other Health Coverage.

5.8.2 The determination of liability will be in accordance with the usual procedures employed by the appropriate Governmental Agencies and Applicable Requirements, the Medi-Cal Manual, and PARTNERSHIP's Provider Manual.

5.8.3 The authority and responsibility for Coordination of Benefits will be carried out in accordance Title 22, CCR, Section 51005, and the Medi-Cal Agreement with PARTNERSHIP.

5.8.4 Physician or Physician Group will report to PARTNERSHIP the discovery of third party insurance coverage for a Medi-Cal Member within ten (10) days of discovery.

5.8.5 Physician or Physician Group will recover directly from Medicare for reimbursement of medical services rendered. Medicare recoveries are retained by Physician or Physician Group, but will be reported to PARTNERSHIP on the CMS-1500 encounter claim form or electronic transfer tape.

5.9 Third Party Liability - In the event that Physician or Physician Gorup 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 Covered Services which have been rendered by Physician or Physician Group pursuant to the terms of this Agreement. Physician or Physician's Group will report to PARTNERSHIP the discovery of third party tort action for a Medi-Cal Member within ten (10) business days of discovery.

5.9.1 Physician or Physician Group will 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 Covered Services.

5.10 Subcontracts

5.10.1 All subcontracts between Physician or Physician Group and Physician or Physician Group's subcontractors will be in writing, and will be entered into in accordance with the requirements of Exhibit A, Attachment III, Provisions 3.1.1 and 3.1.6 set forth in the Medi-Cal Agreement, and all Applicable Requirements, including but not limited to, 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.

5.10.2 As applicable, Physician or Physician Group shall ensure that all subcontractors will be credentialed and recredentialed in accordance with

PARTNERSHIP's policies and procedures, including checking for subcontractor's status with the Medi-Cal and Medicare programs to ensure subcontractor is not excluded or suspended from such programs.

5.10.3 All subcontracts and their amendments will become effective only upon written approval by PARTNERSHIP and Governmental Agencies, as required, and will fully disclose the method and amount of compensation or other consideration to be received by the subcontractor from Physician. Physician or Physician Group will notify Governmental Agencies, as required, and PARTNERSHIP when any subcontract is amended or terminates. Physician or Physician Group will maintain and make available to PARTNERSHIP and Governmental Agencies, upon request, copies of all subcontracts related to ordering, referring, rendering, or providing Covered Services between Physician or Physician Group and subcontractor(s).

5.10.4 All agreements between Physician or Physician Group and any subcontractor will require subcontractor to comply with the following:

a. Records and Records Inspection - Subcontractor agrees that it will maintain and make available to DHCS, upon request, copies of all subcontracts and to ensure that all subcontracts are in writing and require that the subcontractor: (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, evaluation, examination, or copying, including but not limited to Access Requirements and State's Right to Monitor, as set forth in Medi-Cal Agreement, Exhibit E, Provision 1.22 (*Inspection and Audit of Records and Facilites)* as follows by PARTNERSHIP, DHCS, CMS, or the DHHS Inspector General, the Comptroller General, DOJ, Bureau of Medi-Cal Fraud, DHCS's EQRO contractor, and DMHC, or their designees; (ii) Retain all records and documents for a minimum of ten (10) years from the final date of the Medi-Cal Agreement period or from the date of completion of any audit, whichever is later.

b. Surcharges – Subcontractor will not collect a Surcharge for Covered Services from 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 Physician or Physician Group.

c. Notification - Notify DHCS 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 - Agree that assignment or delegation of the subcontract will be void unless prior written approval is obtained from DHCS and PARTNERSHIP.

e. Transfer of Care - Physician or Physician Group agrees to assist PARTNERSHIP in the transfer of care in the event of a subcontract termination for any reason.

5.10.5 Additional Requirements - Be bound by the provisions of Section 3.13, Non-Discrimination; Section 9.7, Survival of Obligations After Termination; Section 7.5, Physician Indemnification and Hold Harmless; and any other provisions of this Agreement that are applicable to subcontractors.

5.11 Overpayments or Recoupment - Physician or Physician Group shall report to PARTNERSHIP when Physician or Physician Group has received an overpayment. Parties agree that there shall be a limit on recoupment of all overpayments by PARTNERSHIP and underpayments or denials to Physician or Physician Group of twelve (12) months from the date payment or denial was made to Physician or Physciain Group. Further, the parties agree that no time limit will apply to any overpayment caused by Fraud, Waste, Abuseor misrepresentation on the part of Physician or Physician Group. Pursuant to 42 CFR § 438.608(d), PARTNERSHIP is required to annually report Physician or Physician Group overpayments to DHCS. Overpayment is any payment made to Physician or Physician Group by PARTNERSHIP to which Physician or Physician Group is not entitiled under Title XIX of the Social Security Act.

5.11.1 If Physician or Physician Group identifies the overpayment, Physician or Physician Group will return the overpayment to PARTNERSHIP within sixty (60) calendar days of the date on which the overpayment was identified, 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 Agreement and 42 CFR 438.608(d)(2).

5.11.2 If PARTNERSHIP identifies the overpayment, Physician or Physician Group will reimburse PARTNERSHIP within thirty (30) Working Days of receipt of a timely written or electronic notice from PARTNERSHIP of an overpayment, unless Physician or Physician Group 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.

5.11.3 If payment of uncontested recoupment is not received by PARTNERSHIP within the timeframes listed above, PARTNERSHIP

reserves the right to recoupment or offset from current or future amounts due from PARTNERSHIP to Physician or Physician Group.

5.11.4 This right to recoupment or offset shall extend to any amounts due from Physician or Physician Group 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 Physician or Physician Group to Member. Refers to *Conlan v. Shewry, 2006.*

SECTION 6
MEDICAL RECORDS

6.1 Medical Record – Physician or Physician Group shall ensure that a medical record will be established and maintained for each Medi-Cal Member who has received Covered Services. Each Medi-Cal Member's medical record will be established upon the first visit to Physician or Physician Group. The record will contain information normally included in accordance with generally accepted practices and standards prevailing in the professional community.

6.1.1 Physician or Physician Group will facilitate the sharing of medical information with other providers in cases of referrals, subject to all applicable laws and professional standards regarding the confidentiality of medical records.

6.1.2 Physician or Physician Group 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.

6.1.3 Physician or Physician Group will ensure that medical records are legible.

6.1.4 If Physician or Physician Group supplies Sensitive Services, including Family Planning Services, Physician or Physician Group shall comply with State confidentiality laws, regulations and other requirements as well as PARTNERSHIP's Provider Manual relating to Members' Sensitive Services information and records. Information and records pertaining to Sensitive Services shall not be released by Physician or Physician Group to any third party without the consent of the Member, unless otherwise allowed by law. Notwithstanding the foregoing, PCP shall provide Sensitive Services information to PARTNERSHIP, or authorized

representative of the State or federal government to maintain consistency of the Member's Medical Record, to the extent required by law.

6.2 Records and Records Inspection Rights

6.2.1 Access to Records – Physician or Physician Group agrees to make all of its premises, facilities, equipment, books, records, contracts, computer, and other electronic systems pertaining to the Covered Services ordered, referred, or rendered 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 the Medi-Cal Agreement in Exhibit E, Provision 1.22 (*Inspection and Audit of Records and Facilities)* as follows:

a. Inspection and Audit Rights: (i) By PARTNERSHIP, DHCS, CMS, Department of Health and Human Services (DHHS) Inspector General, the Comptroller General, Department of Justice (DOJ), Bureau of Medi-Cal Fraud, DMHC, Governmental Agencies, or their designees, including DHCS' EQRO; (ii) At all reasonable times at Physician or Physician Group's place of business or at such other mutually agreeable location in California; (iii) In a form maintained in accordance with the general standards applicable to such book or record keeping; (iv) For a term of at least ten (10) years from final date of the Medi-Cal Agreement period or from the date of completion of any audit, whichever is later; (v) 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 Agreement period or from the date of completion of any audit, whichever is later; (vi) If DHCS, CMS or the DHHS Inspector General determines there is a reasonable possibility of fraud or similar risk, DHCS, CMS, or the DHHS Inspector General may inspect, evaluate, and audit Physician or Physician Group at any time; and (vii) Upon resolution of a full investigation of fraud, DHCS reserves the right to suspend or terminate Physician or Physician Group from participation in the Medi-Cal program; seek recovery of payments made to Physician or Physician Group; impose other sanctions provided under the State Plan, and direct PARTNERSHIP to terminate the Agreement due to fraud.

b. PARTNERSHIP will pay for the cost of copying records, $0.10 per page, not to exceed $20.00 per record.

c. Physician or Physician Group shall permit PARTNERSHIP, Governmental 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 Physician or Physician Group's work performed or being performed hereunder, Physician or Physician Group'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.

d. Physician or Physician Group shall provide reasonable cooperation and assistance to Governmental Agency auditing representatives.

6.2.2 Maintenance of Records – Physician or Physician Group will maintain records within the State, unless otherwise approved by PARTNERSHIP and required Governmental Agency in advance, in accordance with the general standards applicable to such book and record keeping and in accordance with applicable law, and PARTNERSHIP.

a. Records will include all books, charts, documents, papers, management information systems, procedures, encounter data, working papers, reports submitted to PARTNERSHIP, financial and administrative records, all medical records, medical charts, laboratory results, prescription files, subcontracts, authorizations, and other documentation pertaining to medical and non-medical services rendered to Medi-Cal Members, to the cost thereof, and to the manner and amount of payments, including payments received from Members or others on their behalf. Records include notes, documents, reports and other information related to provider disputes and determinations. Records also include all Medi-Cal 35-file paid claims data and any other records that are customarily maintained by Physician or Physician Group for purposes of verifying claims information and reviewing appropriate utilization of Covered Services, including but not limited to the quantity and quality of Covered Services.

b. Physician or Physician Group will retain all records for a period of at least ten (10) years from the final date of the Medi-Cal Agreement period or from the date of completion of any audit, whichever is later.

c. If there is any litigation, claim, negotiation, audit, review, examination, evaluation, or other action pending at the end of such period, then Physician or Physician Group shall retain said records until such action is completed.

d. Physician or Physician Group's obligations set forth in this Section will survive the termination of this Agreement, whether by rescission or otherwise.

e. Physician or Physician Group will not charge the Medi-Cal Member for the copying and forwarding of their medical records to another provider.

6.3 Disclosure to Government Officials – Physician or Physician Group shall comply

with all provisions of law regarding access to books, documents and records. Without limiting the foregoing, Physician or Physician Group shall maintain, provide access to, and provide copies of records, this Agreement and other information to the Director of DMHC, DHCS, External Quality Review Organizations, the State Bureau of Medi-Cal Fraud, the State Managed Risk Medical Insurance Board, the Bureau of State Audits, the State Auditor, the Joint Legislative Audit Committee, the California Department of General Services, the California Department of Industrial Relations, certified Health Plan Employer Data Information Set ("HEDIS") auditors from the National Committee on Quality Assurance, the California Cooperative Healthcare Reporting Initiative, the U.S. Department of Justice, the Secretary of the U.S. Department of Health and Human Services, the U.S. Comptroller General, the Centers for Medicare and Medicaid Services, Peer Review Organizations, their designees, representatives, auditors, vendors, consultants, subcontractors, and specialists and such other officials entitled by law or under the Medi-Cal Agreements (collectively, "Government Officials") as may be necessary for compliance by PARTNERSHIP with the provisions of all state and federal laws and contractual requirements governing PARTNERSHIP, including, but not limited to, the Social Security Act and the regulations promulgated thereunder, Knox-Keene Health Care Services Plan Act of 1975 and the regulations promulgated thereunder, and the requirements of Medicare and Medi-Cal programs. Such information shall be available for inspection, examination and copying at all reasonable times at Physician or Physician Group's place of business or at some other mutually agreeable location in California. Copies of such information shall be provided to Government Officials promptly upon request. The disclosure requirement includes, but is not limited to, the provision of information upon request by DHCS, subject to any lawful privileges, relating to threatened or pending litigation by or against DHCS. Physician or Physician Group shall use all reasonable efforts to immediately notify DHCS of any subpoenas, document production requests, or requests for records received by Physician or Physician Group related to this Agreement.

6.4 Records Related to Recovery for Litigation. Upon request by PARTNERSHIP, Physician or Physician Group shall timely gather, preserve and provide to PARTNERSHIP, in the form and manner specified by PARTNERSHIP or any Governmental Agency, any information specified by PARTNERSHIP, subject to any lawful privileges, in Physician or Physican Group's possession, relating to threatened or pending litigation by or against PARTNERSHIP or DHCS. If Physician or Physician Group asserts that any requested documents are covered by a privilege, Physician or Physician Group 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. Physician or Physican Group shall use all reasonable efforts to immediately notify PARTNERSHIP of any subpoenas, document production requests, or requests for records, received by Physician or Physician Group related to this Agreement.

6.5 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 Applicable Requirements, including, but not limited to, Title 42, CFR, Section 431.300 et. seq., W&I Code Section 14100.2, 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 Physician or Physician Group and his/her staff.

c. Physician or Physician Group may release medical records in accordance with Applicable Requirements 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 Physician or Physician Group, Physician or Physician Group: (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, except medical records in accordance with Applicable Requirements, (3) will not disclose except as otherwise specifically permitted by the Medi-Cal Agreement, any such information to any party other than DHCS without DHCS's 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 PARTNERSHIP by DHCS for this purpose. Physician or Physician Group shall provide a signed Declaration of Confidentiality in the format set forth in the Provider Manual, prior to the Effective Date of this Agreement.

e. Physician or Physician Group 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. With respect to Minor Consent Services, Physician or Physician Group are prohibited from disclosing any information relating to such services without the express consent of the minor Member.

g. Notwithstanding any other provision of the Agreement, Physician or Physician Group will comply with all confidentiality requirements relating to the receipt of Sensitive Services, including, but not limited, those set forth in the California Confidentiality of Medical Information Act.

SECTION 7
INSURANCE AND INDEMNIFICATION

7.1 Insurance - Throughout the term of this Agreement and any extension thereto, Physician or Physician Group will maintain appropriate insurance programs or policies as follows:

7.1.1 Each participating Physician or Physician Group 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 Physician or Physician Group 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.

7.2 General Liability Insurance - In addition to Subsection 7.1 above, Physician or Physician Group 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 Physician or Physician Group'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. Physician or Physician Group will arrange with the insurance carrier to have automatic notification of insurance coverage termination or modification given to PARTNERSHIP.

7.3 Workers' Compensation - Physician or Physician Group'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.

7.4 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.

7.5 Physician Indemnification - Physician or Physician Group 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 Physician or Physician Group 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 Physician or Physician Group, its agents, employees and subcontractors, in the performance of this Agreement.

c. Sanctions – Any and all sanctions or administrative penalties imposed upon PARTNERSHIP by a Governmental Agency as a result of Physician or Physician Group's non-compliance with the terms and conditions of this Agreement.

7.6 PARTNERSHIP Indemnification - PARTNERSHIP will indemnify, defend, and hold harmless Physician or Physician Group, 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 8
GRIEVANCES AND APPEALS

8.1 Appeals and Grievances

8.1.1 The parties acknowledge and agree that Physician or Physician Group has the right to submit an appeal or a grievance. Physician or Physician Group and PARTNERSHIP agree to and will be bound by the decisions of PARTNERSHIP appeal and grievance mechanisms.

8.1.2 Physician or Physician Group may file a formal provider grievance as outlined 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 365 days of the occurrence of the determination or action or inaction that is subject of the grievance. PARTNERSHIP has forty-five (45) Working Days from the date the grievance is received to resolve the grievance. If the resolution is not satisfactory to Physician or Physician Group, Physician or Physician Group may request a Provider Grievance Review Committee (PGRC) meeting. Physician or Physician Group will be advised of decision within ten (10) Working Days after the meeting is held.

8.1.3 Physician or Physician Group 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. A description of PARTNERSHIP's Member grievance procedure shall be readily available at Physician or Physician Group's facilities and Physician or Physician Group shall promptly provide Members with grievance forms upon request. Physician or Physician Group shall cooperate with PARTNERSHIP in responding to Member grievances and requests for independent medical reviews.

8.2 Dispute Resolution and Arbitration – All outstanding disputes, including disputes unable to be resolved through the Provider Grievance Review Committee, shall be resolved through binding arbitration in accordance with the dispute resolution process outlined below.

8.3.1 Physician or Physician Group may only initiate arbitration proceedings involving UM decisions or claim denials based on lack of Medical Necessity, after the formal grievance process outlined in 8.1.1. and 8.1.2 has been completed, including review of the dispute by the Provider Grievance Review Committee.

8.3.2 Separate and apart from the provider dispute resolution process outlined in this Section, all disputes are subject to the provisions of the California Government Claims Act (Government Code Section 905 et seq.). Arbitration must be initiated within one (1) year of the earlier of the date the dispute arose, was discovered, or should have been discovered with reasonable diligence; otherwise, it shall be deemed waived and forever barred.

8.3.3 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.

8.3.4 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 the legal reasons on which the decision is based. If possible, the arbitrator shall be an attorney or retired judge with at least fifteen (15) years of experience, including at least five (5) years of experience in managed health care. 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(s) 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.

8.3.3 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.

8.3.4 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.

8.3.5 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.

8.3.6 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 Article. Further, nothing contained herein is intended to require arbitration of disputes regarding professional negligence between the Member and Physician or Physician Group.

8.3.7 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 Physician malpractice may be excluded from the requirements of this Section 8.3.

8.4 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.

8.5 Credentialing – Unless delegated to Physician or Physician Group, PARTNERSHIP's Credentialing Committee will review all provider files to determine whether a provider meets the PARTNERSHIP credentialing or re-

credentialing requirements. The Physician or Physician Group will be afforded an opportunity to address this committee if there is an adverse recommendation by the committee regarding provider's credentials. The Physician or Physician Group will be advised in writing of the Credentialing Committee's recommendation and notified of their rights to the Fair Hearing process. The Credentialing Committee can recommend denial of a provider's initial application or can deny the re-credentialing of a current provider.

SECTION 9
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.

9.1 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.

9.2 Termination Without Cause - Either party upon ninety (90) days prior written notice to the other party may terminate this Agreement without cause.

9.3 Immediate Termination for Cause by PARTNERSHIP - PARTNERSHIP may terminate this Agreement immediately by written notice to Physician or Physician Group upon the occurrence of any of the following events:

9.3.1 The suspension or revocation of Physician's license to practice medicine in the State of California; the suspension or termination of Physician's membership on the active medical staff of any hospital; or the suspension, revocation or reduction in Physician's clinical privileges at any hospital; or suspension from the Medicare, Medi-Cal, or the Medicaid program in any state; or if Physician's name is found on the following Medi-Cal Suspended and Ineligible Provider list posted at http://files.medi-cal.ca.gov/pubsdoco/SandILanding.asp or on the Restricted Provider Database; or loss of malpractice insurance; or failure to meet PARTNERSHIP's re-credentialing criteria; or

9.3.2 Physician's death or disability. As used in this Subsection, the term "disability" means any condition which renders Physician 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

9.3.3 If PARTNERSHIP determines, pursuant to procedures and standards

adopted in its Utilization Management or Quality Improvement Programs, that Physician or Physician Group provided or arranged for the provision of services to Medi-Cal Members which are not Medically Necessary or provided or failed to provide Covered Services in a manner which violates the provisions of this Agreement or the requirements of PARTNERSHIP's Provider Manual; or

9.3.4 If PARTNERSHIP or DHCS determines that the continuation hereof constitutes a threat to the health, safety or welfare of any Medi-Cal Member; or

9.3.5 If PARTNERSHIP or DHCS determines that Physician or Physician Group has committed Fraud, Waste or Abuse; or

9.3.6 If PARTNERSHIP determines that Physician or Physician Group has filed a petition for bankruptcy or reorganization, insolvency, as defined by law, or PARTNERSHIP determines that Physician or Physician Group is unable to meet financial obligations as described in this Agreement; or Physician or Physician Group closes his/her office and no longer provides medically necessary services; or

9.3.7 If PARTNERSHIP or Governmental Agency determines that Physician or Physician Group has not performed satisfactorily; or

9.3.8 If Physician or Physician Group breaches Section 10.10, Marketing Activity and Patient Solicitation.

9.3.9 An immediate termination for cause made by PARTNERSHIP pursuant to this will not be subject to the cure provisions specified in Section 9.4 Termination for Cause with Cure Period.

9.4 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 9.3, Immediate Termination for Cause by PARTNERSHIP above, 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 within thirty (30) days of the notification, then this Agreement will not be terminated because of such breach unless the breach is not subject to cure.

9.5 Continuation of Services Following Termination - Should this Agreement be terminated, Physician or Physician Group will, at PARTNERSHIP's option, continue to provide Physician or Physician Group Covered Services to Medi-Cal Members who are under the care of Physician at the time of termination until the services being rendered to the Medi-Cal Members by Physician or Physician Group are completed, unless PARTNERSHIP has made appropriate provisions for the assumption of such services by another physician and/or provider. Physician or Physician Group agrees to accept payment at the contract rate in place at the time of termination and agrees to adhere to PARTNERSHIP policies and procedures.

Alternatively, PARTNERSHIP at its sole discretion may decide that Physician or Physician Group shall be reimbursed at 100% Medi-Cal FFS rates in effect on the date of termination which shall apply for up to six months following termination of the Agreement.

9.5.1 Continuation of Services criteria:

(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.

9.6 Physician or Physician Group agrees to assist PARTNERSHIP in the transfer of care for Medi-Cal Members, pursuant to applicable provisions of the Medi-Cal Agreement in the event of termination of this Agreement or in the event of the Medi-Cal Agreement termination, including but not limited to the transfer of Member medical records. Payment by PARTNERSHIP for the continuation of services by Physician or Physician Group 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.

9.7 Medi-Cal Member Notification Upon Termination - Notwithstanding Section 9.3, Immediate Termination for Cause by PARTNERSHIP, upon the receipt of notice of termination by either PARTNERSHIP or Physician or Physician Group, and in order to ensure the continuity and appropriateness of medical care to Medi-Cal Members, PARTNERSHIP at its option, may immediately inform Medi-Cal Members of such termination notice. In the case of a Block Transfer, all necessary

notifications shall be provided in accordance with Health and Safety Code Section 1373.65 and 28 C.C.R. § 1300.67.1.3, and Physician or Physician Group shall cooperate and work with PARTNERSHIP to comply with all applicable Block Transfer requirements.

9.8 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 Physician or Physician Group 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 9.5, Continuation of Services Following Termination; 2) Section 5.11.3a, Records and Records Inspection; 5.12 Overpayments or Recoupments; and, 3) Section 7.5, Physician or Physician Group indemnification and 4) 5.4 Medi-Cal 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 Physician or Physician Group and any Medi-Cal Member or any persons acting on their behalf. Any modification, addition, or deletion to the provisions referenced above or to this Section will become effective on a date no earlier than thirty (30) days after the DHCS has received written notice of such proposed changes. Physician or Physician Group will assist PARTNERSHIP in the orderly transfer of Medi-Cal Members to Physician or Physician Group they choose or to whom they are referred. Furthermore, Physician or Physician Group 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 Agreement.

9.9 Access to Medical Records upon Termination - Upon termination of this Agreement and request by PARTNERSHIP, Physician or Physician Group will allow the copying and transfer of medical records of each Medi-Cal Member to the physician 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.

9.10 Termination or Expiration of PARTNERSHIP's Medi-Cal Agreement - In the event the Medi-Cal Agreement terminates or expires, prior to such termination or expiration, Physician or Physician Group 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 Agreement, upon request by DHCS, Physician or Physician Group will 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 Physician or Physician Group'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.

9.11 Amendment – This Agreement may be amended at any time upon written agreement of both parties subject to review and approval by DHCS and other Governmental Agency, if required, and shall become effective only as set forth in Exhibit A, Attachment III, Provision 3.1.2 of the Medi-Cal Agreement.

9.11.1 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 Physician or Physician Group shall have the right to negotiate and agree to the change.

9.11.2 If Physician or Physician Group does not give written notice of its intent to negotiate and agree to the change within thirty (30) days or written notice of its intent to terminate, as authorized by Section 9, Physician or Physician Group agrees that any such amendment by PARTNERSHIP will be a part of the Agreement. If Physician or Physician Group does not agree to the amendment, Physician or Physician Group may terminate this Agreement in accordance with Section 9.2.

9.11.3 Amendments to this Agreement will be submitted to DHCS for prior approval at least thirty (30) calendar days before the effective date of any proposed changes governing compensation, service or term, as set forth in the Medi-Cal Agreement. Proposed changes that are neither approved nor disapproved by DHCS shall be come effective by operation of law sixty (60) calendar days after DHCS has acknowledged receipt or upon the date specified in the Agreement amendment, whichever is later.

9.11.4 In the event a change in law, regulation, the Medi-Cal Agreement, or any accreditation requirement from an accreditation organization, requires an amendment to this Agreement, the 90-day notice period set forth above does not apply. Physician's or Physician's Group's refusal to accept such amendment will constitute reasonable cause for PARTNERSHIP to terminate this Agreement pursuant to the termination provisions hereof.

SECTION 10
GENERAL PROVISIONS

10.1 Assignment - Physician or Pysician Group agrees that assignment or delegation of this Agreement will be void unless prior written approval is obtained from DHCS.

10.2 PARTNERSHIP Delegates Credentialing to Physician or Physician Group. Physician or Physician Group will perform delegation functions as set forth the Credentialing Delegation Agreement (if applicable).

10.3 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.

10.4 Notices - Any notice required or permitted to be given pursuant to this Agreement will be in writing addressed to each party as set forth below. Notice is considered given when properly addressed and deposited in the United States Postal Service as first class registered mail, postage attached. 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.

10.4.1 Physician or Physician Group 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. 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

10.4.2 Physician or Physician Group will notify PARTNERSHIP as required by the terms of this Agreement, including, but not limited to, in the event of an amendment or the termination of the Agreement, at the following address:

Partnership HealthPlan of California
Provider Relations Department
4665 Business Center Drive
Fairfield, CA 94534

10.4.3 PARTNERSHIP will notify Physician or Physician Group as required by the terms of this Agreement, including, but not limited to, in the event of an amendment or the termination of the Agreement, to the address indicated on the signature page of this Agreement.

10.5 Entire Agreement - This Agreement, together with the Attachments and PARTNERSHIP's Provider Manual, contains the entire agreement between PARTNERSHIP and Physician or Physician Group 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.

10.6 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.

10.7 Governing Law - This Agreement will be governed by and construed in accordance with all Applicable Requirements regulations governing the Medi-Cal Agreement. Such laws and regulations include, but are 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 Agreement); 28 CCR Section 1300.43 *et seq*.; W&I Code Sections 14000 and 14200 *et seq*.; and 22 CCR Sections 53800 and 53900 *et seq*. The validity, construction, interpretation and enforcement of this Agreement will be governed by the laws of the State of California and the United States of America, and the contractual obligations of PARTNERSHIP. Further, this Agreement is subject to the requirements of the Social Security Act and the regulations promulgated thereunder.

10.8 Affirmative Statement, Treatment Alternatives - Physician or Physician Group may freely communicate with patients regarding appropriate treatment options available to them, including medication treatment options, regardless of benefit coverage limitations.

10.9 Reporting Fraud, Waste and Abuse - Physician or Physician Group 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 Physician or Physician Group within ten (10) days to PARTNERSHIP for investigation. Physician or Physician Group 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 Agreement.

10.10 Marketing Activity and Patient Solicitation - Physician or Physician Group will not engage in any activities involving the direct marketing of Eligible Beneficiaries without the prior approval of PARTNERSHIP and DHCS.

10.10.1 Physician or Physician Group 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.

10.10.2 During the period of this Agreement and for a one year period after termination of this Agreement, Physician or Physician Group and Physician or Physican Group'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 Physician or Physician Group render contracted services to PARTNERSHIP Members.

10.10.3 In the event of breach of this Section 10.10, 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 9.4, Termination for Cause with Cure Period.

10.11 Nondisclosure and Confidentiality - Physician or Physician Group will not disclose the payment provisions of this Agreement except as may be required by law.

10.12 Non-Exclusive Agreement - To the extent compatible with the provision of Covered Services to Medi-Cal Members for which Physician or Physican Group accepts responsibility hereunder, Physician or Physician Group reserves the right to provide professional services to persons who are not Members including Eligible Beneficiaries. Nothing contained herein will prevent Physician or Physician Group from participating in any other prepaid health care program.

10.13 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.

10.14 HIPAA & Protected Health Information - Physician or Physician Group is required to comply with the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing regulations, and the Health Information Technology for Economic and Clinical Health ("HITECH") Act and any regulations promulgated thereunder, and the California Medical Information Act ("CMIA"), regarding the receipt, use and disclosure of Protected Health Information and Medical Information, and other obligations imposed by Governmental Agencies, state laws applicable to the confidentiality of patients and medical information.

10.15 Compliance with Laws - Physician or Physician Group shall comply with all laws and regulations applicable to its operations to the provision of services hereunder. PARTNERSHIP will inform Physician or Physician Group of prospective requirements added by State or federal law or DHCS that impact obligations undertaken through the Agreement before the requirement would be effective, and, Physician or Physician Group agrees to comply with the new requirements within 30 days of the effective date, unless otherwise instructed by DHCS or required by law.

10.16 Compliance with Agreement – If PARTNERSHIP determines that Physician or Physician Group is in breach for failure to comply the terms of this Agreement, then PARTNERSHIP with good cause, upon written notice to Physician or Physician Group and in accordance with Section 9 of the Agreement may seek to impose an administrative and/or financial penalties against Physician or Physician Group and/or may seek to terminate the Agreement.

10.17 Corrective Action - PARTNERSHIP's written notice will outline the specific reasons, in PARTNERSHIP's determination, Physician or Physician Group is in non-compliance of this Agreement. Required actions for Physician or Physician Group to cure the breach will be set forth in the written notice. In the event Physician or Physician Group 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 Physician or Physician Group and up to and including termination of the Agreement immediately upon notice to Physician or Physician Group. Notice of an administrative and/or financial sanction and/or

penalty will include the following information:

a. Effective date
a. Detailed findings of non-compliance
b. Reference to the applicable statutory, regulatory, contractual, PARTNERSHIP policy and procedures, or other requirements that are the basis of the findings
c. Detailed information describing the sanction(s)
d. Timeframes by which the organization or individual shall be required to achieve compliance, as applicable
e. Indication that PARTNERSHIP may impose additional sanctions if compliance is not achieved in the manner and time frame specified; and
f. Notice of a contracted Physician or Physician Group's right to file a complaint (grievance) in accordance with PARTNERSHIP policy and procedure.

10.18 Sanctions – If, due to Physician or Physician Group'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 sanctions to Physician, as solely determined by PARTNERSHIP.

10.19 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 wither 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 11
RELATIONSHIP OF PARTIES

11.1 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 Physician or Physician Group from independently participating as a Physician or Physician Group of services in any other health maintenance organization or system of prepaid health care delivery. In such event, Physician or Physician Group will provide written assurance to PARTNERSHIP that any contract providing commitments to any other prepaid program will not prevent Physician or Physician Group 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 Agreement.

11.2 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. Physician or Physician Group will comply with all monitoring provisions in the Medi-Cal Agreement and any monitoring requests by DHCS.

11.3 Physician-Patient Relationship - This Agreement is not intended to interfere with the professional relationship between any Medi-Cal Member and his or her Physician or Physician Group. Physician or Physician Group will be responsible for maintaining the professional relationship with Medi-Cal Members and are solely responsible to such Medi-Cal Members for all medical 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 Physician or Physician Group. Patients 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. Physician or Physician Group 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).

NOT APPLICABLE, GOVERNMENT ENTITY

ATTACHMENT B
LOCATON(S)

List under applicable county name, the physician name, location(s) and PHC # that shall apply to this Agreement.

Group Tax Identification # _____

Group Billing NPI# 1043427388

Provider Type RHC

PHC#	NPI	Site Name	Site Address	County
	1043427388	Tehama County Health Services Agency	1850 Walnut St Red Bluff, California 96080	Tehama

Contraxx# (internal use only) _____

ATTACHMENT C

FQHC/RHC

TEHAMA COUNTY HEALTH SERVICES AGENCY

EFFECTIVE DATE: JANUARY 1, 2024

The rate of payment is based on the current State of California Medi-Cal fee-for-service rate in effect on the date services are rendered. Refer to the Partnership HealthPlan of California, (PHC) Provider Manual for claims billing criteria at www.Partnershiphp.org.

Specialty	Services	Reimbursement Rate
Medical Clinic – Primary Care	Physician/Professional Services	100% of Prevailing Medi-Cal Fee Schedule

Specialty	Services	Reimbursement Rate
Medical Clinic – All Specialty services	Physician/Professional Services	100% of Prevailing Medi-Cal Fee Schedule

ATTACHMENT X

NETWORK PROVIDER
MEDI-CAL REQUIREMENTS

This Attachment X sets forth the applicable requirements that are mandated by the DHCS Medi-Cal Agreement with Partnership Healthplan (the "Medi-Cal Agreement"), State and Federal laws and regulations and applicable All Plan Letters. This Attachment X is included in this Agreement to reflect compliance with laws and DHCS's requirements for Physician or Physician Group as a contracted Network Provider. Any citations in this attachment are to the applicable sections of the Medi-Cal Agreement 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 Agreement.

1. This Agreement will be governed by and construed in accordance with all applicable laws and regulations governing the Medi-Cal Agreement, 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 Agreement); 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 Agreement, Exhibit A, Attachment III, Provision 3.1.6, Subsection A.4).)

2. 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 Agreement, Exhibit A, Attachment III, Provision 3.1.2, Subsection A.2).

3. Physician or Physician Group 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 Physician or Physician Group's possession, in accordance with the Medi-Cal Agreement, Exhibit E, Section 1.27 (*Litigation Support*). (Medi-Cal Agreement, Exhibit A, Attachment III, Provision 3.1.6, Subsection A.11).)

4. This Agreement and all information received from Physician or Physician Group in accordance with the requirements under the Medi-Cal Agreement shall become public record on file with DHCS, except as specifically exempted in statute. The names of the officers and owners of Physician or Physician Group, stockholders owning more than 5 percent of the stock issued by Physician or Physician Group and major creditors holding more than 5 percent of the debt of Physician or Physician Group will be attached to the Agreement at the time the Agreement is presented to DHCS. (Medi-Cal Agreement, Exhibit A, Attachment III, Provision 3.1.12,; Welfare & Institutions Code 14452.)

5. Physician or Physician Group 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. Physician or Physician Group is precluded from receiving duplicate payments for Covered Services provided to Plan Members. If this occurs, Physician or Physician Group may not retain the duplicate payment. Once the duplicate payment is identified, Physician or Physician Group must reimburse PARTNERSHIP. If Physician or Physician Group fails to refund the duplicate payment, PARTNERSHIP may offset payments made to Physician or Physician Group 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 Agreement.

6. Physician or Physician Group shall report Physician or Physician Group preventable condition ("PPC")-related encounters in a form and frequency as specified by PARTNERSHIP and/or DHCS. (Medi-Cal Agreement, Exhibit A, Attachment III, Provision 3.3.17; 42 CFR 438.3(g).)

7. Physician or Physician Group 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 Agreement, Exhibit G,.)

8. Physician or Physician Group will submit network data, including Provider Network 274 data, as directed by PARTNERSHIP for PARTNERSHIP to meet its administrative functions and requirements set forth in the Medi-Cal Agreement. Physician or Physician Group certifies that all data, including Encounter Data and Provider Data, submitted is complete, accurate, reasonable, and timely. Physician or Physician Group will promptly make any necessary corrections to the data, as requested by PARTNERSHIP, so that PARTNERSHIP may correct any deficiencies identified by DHCS in the time period required by DHCS. (Medi-Cal Agreement, Exhibit A, Attachment III, Provision 3.1.6, Subsection A.6).; APL 14-019, APL 17-005; 42 CFR 438.207, 438.242, 438.604(a)(5) and 438.606.)

9. Physician or Physician Group must be enrolled (and maintain enrollment) in the Medi-Cal Program through DHCS in accordance with its provider type. Physician or Physician Group shall provide verification of enrollment as well as a copy of the executed Medi-Cal Provider Agreement (DHCS Form 6208) between Physician or Physician Group and DHCS, if applicable. In the event PARTNERSHIP assisted Physician or Physician Group with the enrollment process, Physician or Physician Group consents to allow DHCS and PARTNERSHIP share information relating to the Physician or Physician Group application and eligibility, including but not limited to issues related to program integrity. Physician or Physician Group'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).)

10. Physician or Physician Group represents and warrants that Physician or Physician Group 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, Physician or Physician Group represents and warrants that Physician or Physician Group is not excluded from participation in any health care program under section 1128 or 1128A of the Social Security Act. (42 CFR 438.610.)

11. Physician or Physician Group shall 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, All Plan Letters, and provisions of the Medi-Cal Agreement. (Medi-Cal Agreement, Exhibit A, Attachment III, Provision 3.1.6, Subsection A.5).)

12. The parties confirm Physician or Physician Group's right to all protections afforded to Physician or Physician Group under the Health Care Providers' Bill of Rights, as set forth in Health and Safety Code Section 1375.7, including, but not limited to, Physician or Physician Group'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 Agreement, Exhibit A, Attachment III, Provision 3.1.6, Subsection A.20).)

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EXHIBIT 1
PHYSICIAN OR PHYSICIAN GROUP CREDENTIALING DELEGATION AGREEMENT]
(Add if delegated)

Any separate delegation agreement executed by the parties is incorporated into this Agreement by this reference.

Tehama County

Agenda Request Form

File #: 25-2064 **Agenda Date:** 12/9/2025 **Agenda #:** 11.

HEALTH SERVICES AGENCY / PUBLIC HEALTH

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Executive Director to sign the Center for Infectious Diseases General (CIDG) Data Use & Disclosure Agreement (DUDA) with the California Department of Public Health (CDPH), for cross-jurisdictional data sharing for infectious disease investigation & contact tracing among participating local health jurisdiction's (LHJ's), effective for three (3) years after the latest signature date

Financial Impact:
There is no financial impact to the department.

Background Information:
CDPH has multiple databases that are used to support disease surveillance efforts in California. However, the ability to share tracing data across jurisdictions is restricted and limits public health activities. The CIDG DUDA provides guidance to state and local public health staff regarding how data from CDPH databases can be shared across jurisdictions, in an authorized and secure manner.

If executed, TCHSA will be able to access disease specific data from across all participating counties and from multiple CDPH databases like CalCONNECT, California Immunization Registry (CAIR), the California Reportable Disease Information Exchange (CalREDIE), Integrated infectious Disease Data (I2D2) Warehouse, and My Turn Vaccine Management System.

If this agreement isn't approved, TCHSA will lose the opportunity to increase efficiency in communicable disease investigations & tracing by participating in the shared jurisdiction grouping offered by CIDG.

Center for Infectious Diseases
General Data Use and Disclosure Agreement

This Center for Infectious Diseases General (CIDG) Data Use and Disclosure Agreement (Agreement) is entered into between the California Department of Public Health (CDPH) and Local Health Jurisdiction Tehama County (Recipient). CDPH and Recipient may be referred to in this Agreement individually as "Party" and collectively as "Parties." By entering into this Agreement, the Parties agree to protect the privacy and provide security protections for all CIDG Data (as defined herein) in compliance with all state and federal laws applicable to the CIDG Data. Permission to collect, receive, Use, and Disclose CIDG Data requires execution of this Agreement which describes the terms, conditions, and limitations of Recipient's collection, receipt, Use, and Disclosure of the CIDG Data.

I. Order of Precedence: With respect to information privacy and security requirements for all CIDG Data, the terms and conditions of this Agreement shall take precedence over any conflicting terms or conditions set forth in any other agreement between Recipient and CDPH.

II. Effect on Lower Tier Transactions: The terms of this Agreement shall apply to all applicable contracts, subcontracts, subawards, and the information privacy and security requirements Recipient is obligated to follow with respect to CIDG Data disclosed to Recipient pursuant to Recipient's agreement with CDPH. When applicable Recipient shall incorporate the relevant provisions of this Agreement into each subcontract or subaward to its agents, subcontractors, or independent consultants.

III. System Exhibits: The Parties agree to comply with the terms and conditions of the following selected Exhibits, which by this reference are made a part of this Agreement. The Parties understand and agree that changes to existing Exhibits or additions of new Exhibits can be added through mutual agreement in writing directed to the parties in XIII(g) below and do not require amendment of this Agreement:

- ■ Exhibit A – California Connected (CalCONNECT) Terms
- ■ Exhibit B – California Immunization Registry (CAIR) Terms
- ■ Exhibit C – California Reportable Disease Information Exchange (CalREDIE) Terms
- ■ Exhibit D – Integrated Infectious Disease Data Warehouse (I2D2) Terms
- ■ Exhibit E – My Turn Vaccine Management System
- ■ Exhibit F – CalREDIE Cross-Jurisdictional Data Sharing Authorization
- ■ Exhibit G – CalCONNECT Cross-Jurisdictional Data Sharing Authorization

IV. Definitions: For purposes of the Agreement between Recipient and CDPH, the following definitions shall apply:

a. Breach: "Breach" means:

i. the unauthorized acquisition, access, Use, or Disclosure of CIDG Data in a manner which compromises the security, confidentiality, or integrity of the information; or

ii. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29, subdivision (f). The "system" referenced in Civil Code section 1798.29 shall be interpreted for purposes of this Agreement to reference the specific system for which an LHJ signs onto as attached in Exhibits A-G.

b. Confidential Information: "Confidential Information" means information that:

   i. does not meet the definition of "public records" set forth in California Government Code section 7920.530, or

   ii. is exempt from Disclosure under any of the provisions of Government Code section 7920.000, et seq. or any other applicable state or federal laws; or

   iii. is contained in documents, files, folders, books, or records that are clearly labeled, marked, or designated in writing with the word "confidential" by CDPH.

c. CIDG Data: "CIDG Data" means any Personal Information or Confidential Information, as defined herein, which is accessed from, maintained in, transferred to, transferred from the systems listed in the Exhibits attached to this Agreement to which the Parties have agreed.

d. Disclosure: "Disclosure" means the release, transfer, provision, access, or divulging in any manner of information outside the entity holding the information.

e. Personal Information: "Personal Information" means information, in any medium (paper, electronic, oral) that:

   i. directly identifies or uniquely describes an individual; or

   ii. could be Used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or

   iii. meets the definition of "personal information" set forth in Civil Code section 1798.3, subdivision (a); or

   iv. meets the definition of "personal information" set forth in Civil Code section 1798.29, subdivision (g)(1) or (g)(2); or

   v. meets the definition of "medical information" set forth in either Civil Code section 1798.29, subdivision (h)(2) or Civil Code section 56.05, subdivision (j); or

   vi. meets the definition of "health insurance information" set forth in Civil Code section 1798.29, subdivision (h)(3); or

   vii. is protected from Disclosure under applicable state or federal law.

f. Security Incident: "Security Incident" means:

   i. an attempted Breach;

   ii. the attempted or successful unauthorized access or Disclosure, modification, or destruction of CIDG Data, in violation of any state or federal law or in a manner not permitted under this Agreement;

   iii. the attempted or successful modification or destruction of, or interference with, Recipient's system operations in an information technology system, that negatively impacts the confidentiality, availability, or integrity of CIDG Data;

iv. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission;

v. an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies; or

vi. The term "Security Incident" shall not include pings and other broadcast attacks on Recipient's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in any defeat or circumvention of Recipient's IT security infrastructure or in any unauthorized access to, or Use, or Disclosure of, CIDG Data.

g. Use: "Use" means the sharing, employment, application, utilization, examination, or analysis of information for any purposes including publication.

h. Workforce Member(s): "Workforce Member(s)" means an employee, contractor, agent, volunteer, trainee, or other person whose conduct, in the performance of work for Recipient, is under the direct control of Recipient, whether or not they are paid by Recipient. Pursuant to state policy, Workforce Member(s) must only be located in the continental United States.

i. [Reserved]

V. Disclosure Restrictions: Recipient and its Workforce Member(s) shall protect from unauthorized Disclosure all CIDG Data. Recipient shall not disclose, except as otherwise specifically permitted by this Agreement between Recipient and CDPH, any CIDG Data to anyone other than CDPH personnel or programs without prior written authorization from the CDPH Program Contract Manager, except if Disclosure is otherwise permitted or required by state or federal law. For purposes of this Agreement, "Disclosure" does not include a disclosure to a Party's authorized Workforce Member(s).

VI. Use Restrictions: Recipient and its Workforce Member(s) shall not Use any CIDG Data for any purpose other than performing Recipient's obligations under this Agreement or as permitted under the individual Exhibits executed between the Parties for each individual system, or as otherwise permitted or required by state or federal law. Any other Use is strictly prohibited. Any Use of CIDG Data shall be limited to the minimum necessary, to the extent practicable, in carrying out the Recipient's obligations under this Agreement or the Exhibits.

VII. Health Insurance Portability and Accountability Act of 1996 (HIPAA) Authority:

a. CDPH and the Center for Infectious Disease (CID) HIPAA Status: CDPH is a "hybrid entity" for purposes of applicability of the federal regulations entitled "Standards for Privacy of Individually Identifiable Health Information" ("Privacy Rule") (45 C.F.R. Parts 160, 162, and 164) promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (42 U.S.C. §§ 1320d - 1320d-8) (as amended by Subtitle D Privacy, of the Health Information Technology for Economic and Clinical Health (HITECH) Act (Pub. L. 111–5, 123 Stat. 265–66)). None of the systems to which this agreement or the attached Exhibits are connected are designated by CDPH as, and are not, one of the HIPAA-covered "health care components" of CDPH. (45 C.F.R. § 164.105 (a)(2)(i)(B).) The legal basis for this determination is as follows:

i. The systems are not a component of CDPH that would meet the definition of a covered entity or business associate if it were a separate legal entity. (45 C.F.R. §§ 160.105(a)(2)(iii)(D); 160.103 (definition of "coveredentity")); and

ii. The HIPAA Privacy Rule creates a special rule for a subset of public health activities whereby HIPAA cannot preempt state law if, "[t]he provision of state law, including state procedures established under such law, as applicable, provides for the reporting of disease or injury, child abuse, birth, or death, or for the conduct of public health surveillance, investigation, or intervention."(45 C.F.R. § 160.203(c) [HITECH Act, § 13421, sub. (a)].) [NOTE: See State laws and regulations listed in the attached Exhibits];

b. Parties Are "Public Health Authorities:" CDPH and Recipient are each a "public health authority" as that term is defined in the Privacy Rule. (45 C.F.R. §§ 164.501; 164.512(b)(1)(i).)

c. Data Use and Disclosure Permitted by HIPAA: To the extent a Disclosure or Use of CIDG Data may also be considered a Disclosure or Use of "Protected Health Information" (PHI) of an individual, as that term is defined in Section 160.103 of Title 45, Code of Federal Regulations, the following Privacy Rule provisions apply to permit such Data Disclosure and/or Use by CDPH and Recipient, without the consent or authorization of the individual who is the subject of the PHI:

i. HIPAA cannot preempt state law if, "[t]he provision of state law, including state procedures established under such law, as applicable, provides for the reporting of disease or injury, child abuse, birth, or death, or for the conduct ofpublic health surveillance, investigation, or intervention." (45 C.F.R. § 160.203(c) [HITECH Act, § 13421, sub. (a)].) [NOTE: See state laws and regulations listed in the attached Exhibits];

ii. A covered entity may disclose PHI to a "public health authority" carrying out public health activities authorized by law; (45 C.F.R. § 164.512(b).);

iii. A covered entity may Use or disclose protected health information to the extent that such Use or Disclosure is required by law and the Use or Disclosure complies with and is limited to the relevant requirements of such law." (Title 45 C.F.R. §§ 164.502 (a)(1)(vii), 164.512(a) (1).) and,

iv. Other, non-public health-specific provisions of HIPAA may also provide the legal basis for all or specific CIDG Data Uses and Disclosures.

d. No HIPAA Business Associate Agreement or Relationship Between CDPH and Recipient: This Agreement, the Exhibits, and the relationship they memorialize between CDPH and Recipient do not constitute a business associate agreement or business associate relationship pursuant to Title 45, CFR, Part 160.103 (definition of "business associate"). The basis for this determination is Section 160.203(c) of Title 45 of the Code of Federal Regulations (see, also, HITECH Act, § 13421, subdivision. (a).) [NOTE: See state laws and regulations listed in the Exhibits attached hereto]. Accordingly, this Agreement and the Exhibits are not intended to nor at any time shall result in or be interpreted or construed as to create a business associate relationship between CDPH and Recipient. By the execution of this Agreement and the Exhibits, CDPH and Recipient

expressly disclaim the existence of any business associate relationship.

VIII. Safeguards: Recipient shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CIDG Data, including electronic or computerized CIDG Data. At each location where CIDG Data exists under Recipient's control, Recipient shall develop and maintain a written information privacy and security program that includes administrative, technical, and physical safeguards appropriate to the size and complexity of Recipient's operations and the nature and scope of its activities in performing this Agreement, and which incorporates the requirements of Section VII, Security, below. Recipient shall provide CDPH with Recipient's current and updated policies within five (5) business days of a request by CDPH for the policies.

IX. Security: Recipient shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing CIDG Data. These steps shall include, at a minimum:

a. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- Security of Federal Automated Information Systems, and/or NIST 800-53 (version 4 or subsequent approved versions) which sets forth guidelines for automated information systems in Federal agencies; and

b. in case of a conflict between any of the security standards contained in any of the aforementioned sources of security standards, the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to the CIDG Data from Breaches and Security Incidents.

X. Security Officer: At each place where CIDG Data is located, Recipient shall designate a Security Officer to oversee its compliance with this Agreement and to communicate with CDPH on matters concerning this Agreement.

XI. Training: Recipient shall provide training on its obligations under this Agreement, at its own expense, to all of its Workforce Member(s) who assist in the performance of Recipient's obligations under Recipient's agreement with CDPH, or who otherwise Use or Disclose CIDG Data.

a. Recipient shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.

b. Recipient shall retain each employee's certifications for CDPH inspection for a period of three (3) years following contract termination or completion.

c. Recipient shall provide CDPH with its employee's certifications within five (5) business days of a request by CDPH for the employee's certifications.

XII. Workforce Member Discipline: Recipient shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Recipient Workforce Member(s) under Recipient's direct control who intentionally or negligently violate any provisions of this Agreement.

XIII. Recipient Breach and Security Incident Responsibilities:

a. Notification to CDPH of Breach or Security Incident: Recipient shall notify CDPH **immediately by telephone call and email** upon the discovery of a Breach, and **within twenty-four (24) hours by email** of the discovery of any Security Incident, unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to CDPH immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer, using the contact information listed in Section XIII(g), below. If the Breach or Security Incident is discovered after business hours or on a weekend or holiday and involves CIDG Data in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH Information Security Office at the telephone numbers listed in Section XIII(g), below. For purposes of this Section, Breaches and Security Incidents shall be treated as discovered by Recipient as of the first day on which such Breach or Security Incident is known to Recipient, or, by exercising reasonable diligence would have been known to Recipient. Recipient shall be deemed to have knowledge of a Breach if such Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, Workforce Member or agent of Recipient.

   Recipient shall take:

   i. prompt action to immediately investigate such Breach or Security Incident;

   ii. prompt corrective action to mitigate any risks or damages involved with the Breach or Security Incident and to protect the operating environment; and

   iii. any action pertaining to a Breach required by applicable federal and state laws, including, specifically, Civil Code section 1798.29.

b. Investigation of Breach and Security Incidents: Recipient shall immediately investigate such Breach or Security Incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Recipient shall inform the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:

   i. what data elements were involved, and the extent of the data Disclosure involved in the Breach, including, specifically, the number of individuals whose Personal Information was Breached;

   ii. a description of the unauthorized persons known or reasonably believed to have improperly Used the CIDG Data and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CIDG Data, or to whom it is known or reasonably believed to have had the CIDG Data improperly disclosed to them;

   iii. a description of where the CIDG Data is believed to have been improperly Used or Disclosed;

   iv. a description of the probable and proximate causes of the Breach or Security Incident; and

v. whether Civil Code section 1798.29 or any other federal or state laws requiring individual notifications of Breaches have been triggered.

c. Written Report: Recipient shall provide a written report of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer as soon as practicable after the discovery of the Breach or Security Incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the Breach or Security Incident, and measures to be taken to prevent the recurrence or further Disclosure of data regarding such Breach or Security Incident.

d. Notification to Individuals: If notification to individuals whose information was Breached is required under state or federal law, and regardless of whether Recipient is considered only a custodian and/or non-owner of the CIDG Data, Recipient shall, at its sole expense, and at the sole election of CDPH, either:

i. make notification to the individuals affected by the Breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal Breach notice laws. Recipient shall inform the CDPH Privacy Officer of the time, manner, and content of any such notifications, prior to the transmission of such notifications to the individuals; or

ii. cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the Breach.

e. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to Civil Code section 1798.29, and regardless of whether Recipient is considered only a custodian and/or non-owner of the CIDG Data, Recipient shall, at its sole expense, and at the sole election of CDPH, either:

i. 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). Recipient shall inform the CDPH Privacy Officer of the time, manner, and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or

ii. cooperate with and assist CDPH in its submission of a sample copy of the notification to the Attorney General.

f. Public Statements: Recipient shall cooperate with CDPH in developing content for any public statements regarding Breaches or Security Incidents related to Recipient and shall not provide any public statements without the express written permission of CDPH. Requests for public statement(s) by any non-party about a Breach or Security Incidents shall be directed to the CDPH Program Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer, using the contact information listed in Section XIII(g).

g. CDPH Contact Information: To direct communications to the above referenced CDPH staff, Recipient shall initiate contact as indicated herein. CDPH reserves the right to make

changes to the contact information below by verbal or written notice to Recipient. Said changes shall not require an amendment to this Agreement.

CDPH Program Contract Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer and CDPH IT Service Desk
Shannon Peterson CID Data Strategy Project Manager Center for Infectious Diseases 850 Marina Bay Pkwy, MS7366 Richmond CA, 94806 Email: Shannon.Peterson@cdph.ca.gov	**Privacy Officer** Privacy Office c/o Office of Legal Services California Dept. of Public Health P.O. Box 997377, MS 0506 Sacramento, CA 95899-7377 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634	**Chief Information Security Officer** Information Security Office California Dept. of Public Health P.O. Box 997413, MS 6300 Sacramento, CA 95899-7413 Email: cdph.infosecurityoffice@cdph.ca.gov Telephone: (800) 500-0016

XIV. CDPH Breach and Security Incident Responsibilities: CDPH shall notify Recipient immediately by telephone call and email upon the discovery of a Breach or within twenty-four (24) hours by email of the discovery of any Security Incident that involves data that was created or collected by Recipient into one of the systems set forth in the Exhibits. Notification shall be provided by CDPH to the Recipient Representative, using the contact information listed in the applicable Exhibit. For purposes of this Section, Breaches and Security Incidents shall be treated as discovered by CDPH as of the first day on which such Breach or Security Incident is known to CDPH, or, by exercising reasonable diligence would have been known to CDPH. CDPH shall be deemed to have knowledge of a Breach or Security Incident if such Breach or Security Incident is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach or Security Incident, who is a Workforce Member or agent of CDPH.

XV. Recipient Contact Information: To direct communications to the Recipient's Breach/Security Incident response staff, CDPH shall initiate contact as indicated by Recipient in the applicable Exhibit. Recipient's contact information must be provided to CDPH prior to execution of this Agreement. Recipient reserves theright to make changes to the contact information in the Exhibits. Said changes shall not require an amendment to this Agreement or the Exhibit.

XVI. Compliance with California Health and Safety Code Section 121022(h): CDPH and Recipient shall comply, when required, with California Health and Safety Code section 121022, subdivision (h), which provides as follows: "Any potential or actual breach of confidentiality of HIV-related public health records shall be investigated by the local health officer, in coordination with the department, when appropriate. The local health officer shall immediately report any evidence of an actual breach of confidentiality of HIV-related public health records at a city or county level to the department and the appropriate law enforcement agency. The department shall investigate any potential or actual breach of confidentiality of HIV-related public health records at the state level and shall report any evidence of such a breach of confidentiality to an appropriate law enforcement agency."

XVII. Documentation of Disclosures for Requests for Accounting: Recipient shall document and make available to CDPH or (at the direction of CDPH) to an individual such Disclosures of CIDG Data, and information related to such Disclosures, necessary to respond to a proper request by the subject individual for an accounting of Disclosures of Personal Information as required by Civil Code section 1798.25, or any applicable state or federal law.

XVIII. Requests for CIDG Data by Third Parties: Recipient and its Workforce Member(s), agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for Disclosure of any CIDG Data for purposes outside of those permitted under this Agreement or the attached Exhibits requested by third parties to the Agreement between Recipient and CDPH (except from an individual for an accounting of Disclosures of the individual's Personal Information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.

XIX. Audits, Inspection and Enforcement: CDPH may inspect the facilities, systems, books, and records of Recipient to monitor compliance with this Agreement. Recipient shall promptly remedy any violation of any provision of this Agreement and shall certify the same to the CDPH Program Contract Manager in writing.

XX. Indemnification: Each Party hereby agrees that CIDG Data collected by Recipients in all CDPH databases is collected for the mutual benefit of the counties and the state under applicable state and local health department authority HSC § 120130 et seq. and 17 California Code of Regulations section 2500 et seq., which designate what reportable diseases, conditions and fields are to be Used to collect information. With this understanding, all Parties agree to indemnify, hold harmless, and defend the other Party from and against any and all claims, losses, liabilities, damages, costs and other expenses (including attorneys' fees) that result from or arise directly or indirectly out of or in connection with any negligent act or omission or willful misconduct of Recipient or CDPH, its officers, Workforce Member(s), or agents relative to the CIDG Data, including, without limitation, any violations of Recipient's or CDPH's responsibilities under this Agreement. This mutual indemnification is intended to include current or future system's collection of CIDG Data in any CDPH database as deemed necessary for inclusion by mutual agreement between CDPH and Recipient through a written agreement. This separate agreement will be provided by CDPH to Recipient, once future systems are available for use and consideration, which will need to be mutually agreed upon and fully executed prior to access. Any new and separate agreements executed by the Parties will be attached to this master Agreement in the same manner as the current data system exhibits. Should a Breach or Security Incident occur, the Parties understand that their obligations under the individual data system exhibits, attached to this master agreement, along with the clauses herein referencing all notifications, investigations, written reports and public statements, shall be enforced in accordance with those exhibits.

XXI. Term of Agreement: Unless otherwise terminated earlier in accordance with the provisions set forth herein, this Agreement shall remain in effect for three (3) years after the latest signature date in the signature block below. After three (3) years, this Agreement will expire without further action. If the Parties wish to extend this Agreement, they may do so by reviewing, updating, and reauthorizing this Agreement via a written amendment signed by both Parties. If one or both Parties wish to terminate this Agreement prematurely, they may do so without cause and for any reason upon thirty (30) days advanced notice. CDPH may also terminate this Agreement pursuant to Section XXII, below.

XXII. Termination for Cause:

a. Termination Upon Material Breach: A violation by Recipient of any provision of this Agreement, as determined by CDPH, shall constitute a material breach of the Agreement and grounds for immediate termination of the Agreement by CDPH. At its sole discretion, CDPH may give Recipient thirty (30) days to cure the breach.

b. Judicial or Administrative Proceedings: Recipient will notify CDPH if it is named as a defendant in a criminal proceeding related to a violation of this Agreement. CDPH may immediately terminate the Agreement if Recipient is found guilty of a criminal violation related to a violation of this Agreement. CDPH may terminate the Agreement if a finding or stipulation that Recipient has violated any security or privacy laws is made in any administrative or civil proceeding in which Recipient is a party or has been joined.

XXIII. Amendment: The Parties acknowledge that federal and state laws regarding information security and privacy rapidly evolve and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such laws. The Parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CIDG Data. The Parties agree to promptly enter into negotiations concerning an amendment to this Agreement consistent with new standards and requirements imposed by applicable laws and regulations.

XXIV. Assistance in Litigation or Administrative Proceedings: Recipient shall make itself and any Workforce Member(s) assisting Recipient in the performance of its obligations under the Agreement between Recipient and CDPH, available to CDPH at no cost to CDPH to testify as witnesses, in the event of litigation or administrative proceedings being commenced against CDPH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by Recipient, except where Recipient or its or its Workforce Member(s) is a named adverse party.

XXV. Disclaimer: CDPH makes no warranty or representation that compliance by Recipient with this Agreement or the Exhibits will be adequate or satisfactory for Recipient's own purposes or that any information in Recipient's possession or control, or transmitted or received by Recipient, is or will be secure from unauthorized Use or Disclosure. Recipient is solely responsible for all decisions made by Recipient regarding the safeguarding of CIDG Data.

XXVI. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Agreement is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Recipient and their respective successors or assignees, any rights, remedies, obligations, or liabilities whatsoever.

XXVII. Assignment: No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other Party.

XXVIII. Waiver: No delay or failure to perform any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party shall be in writing and shall apply to the specific instance expressly stated.

XXIX. Interpretation: The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with regulations and applicable state laws. The Parties agree that any ambiguity in the terms and conditions of this Agreement shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.

XXX. Survival: If Recipient does not return or destroy the CIDG Data upon the expiration or termination of the Agreement, the respective rights and obligations of Recipient under Sections VIII, IX, XIII, and XX of this Agreement shall survive the expiration or termination of the Agreement between Recipient and CDPH.

XXXI. Entire Agreement: This Agreement, including all Exhibits as referenced herein, constitute the entire agreement between CDPH and Recipient. Any modifications of this Agreement must be in writing and signed by all Parties. Any oral representations or agreements between the Parties shall be of no force or effect.

XXXII. Severability: The invalidity in whole or in part of any provisions of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

XXXIII. Choice of Law: This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California, excluding choice of law principles. All disputes with respect to this Agreement shall be brought and heard exclusively either in the California state or federal courts. The parties to this Agreement each consent to the *in personam* jurisdiction and venue of such courts exclusively.

XXXIV. Signatures:

IN WITNESS, WHEREOF, the Parties have executed this Agreement as follows:

On behalf of Recipient, the undersigned individual hereby attests that they are authorized to enter into this Agreement and agrees to abide by and enforce all the terms specified herein.

Jayme S. Bottke
Name (Print)

Jayme S Bottke
Name (Sign)

Executive Director
Title [Health Officer (or other authorized official)]

11-20-25
Date

Tehama County Department of Public Health
County/City Name (Print)

On behalf of CDPH, the undersigned individual hereby attests that they are authorized to enter into this Agreement and agrees to all the terms specified herein.

James Watt, M.D., M.P.H.
Chief, Division of Communicable Disease Control

Date

California Department of Public Health

Exhibit A – California Connected

California CONNECTED (hereinafter referred to as CalCONNECT) (includes both the CalCONNECT Transactional System and the CalCONNECT Data Warehouse) (hereinafter referenced as the CalCONNECT System) Exhibit, in conjunction with the Center for Infectious Diseases General Data Use and Disclosure Agreement (Agreement) sets forth the requirements CDPH and Recipient are obligated to follow. with respect to all CalCONNECT Data (as defined herein) Permission to collect, receive, use, and disclose CalCONNECT Data requires Recipient to agree to the Agreement and this Exhibit and all terms, conditions, and limitations of Recipient's collection, use, and disclosure of the CalCONNECT Data.

I. Background and Purpose: The CalCONNECT System is an online database that maintains information, originally collected by local health departments, CDPH, or their agents, related to Contagious, Infectious, Communicable or Reportable Diseases and Conditions (CICR Diseases and Conditions). It was initially established in response to the 2020 worldwide outbreak of COVID-19 to aid CDPH to take measures as necessary to ascertain the nature of the disease and prevent its spread; and has since been expanded for use to collect information on any CICR Diseases and Conditions. The purpose of this database is to improve the efficiency of disease surveillance and response activities and the early detection of public health events through the collection of more complete and timely surveillance information on a state-wide basis. CalCONNECT is a secure, web-based electronic solution for Recipient and CDPH to maintain information from interviews with cases and contacts, which identify the individuals they have interacted with, collect their conditions and symptoms, and notify those contacts to evaluate whether they need to isolate or quarantine or whether any additional measures or medical treatment are necessary or appropriate. CalCONNECT is a system managed by CDPH and used by Recipient for surveillance, control and coordination of medical services related to Contagious, Infectious, Communicable or Reportable Diseases and Conditions, which is accomplished by pulling pertinent information about an individual from other CDPH databases like CAIR and CalREDIE. The CalCONNECT Datawarehouse is an online database that stores information originally collected by local health departments, CDPH, or their agents, related to a CICRDC that permits local health departments to evaluate and assess how a specific CICRDC is affecting their jurisdiction and to assist them with providing timely measures to prevent the further spread of any disease.

II. Definitions: For purposes of this Exhibit, the following definitions shall apply in addition to those set forth in the Agreement:

A. CalCONNECT Data: "CalCONNECT Data" means data in the CalCONNECT Transactional state-wide reportable disease database and CalCONNECT Data Warehouse supported and maintained by CDPH including demographic, epidemiologic (including clinical information, risk factor information, and laboratory test result information), as well as administrative information on Contagious, Infectious, Communicable or Reportable Diseases and Conditions collected for contact tracing, case investigation, and for examining the causes of the communicable diseases and conditions, to ascertain the nature of the disease or condition and to prevent its spread.

1. CalCONNECT Data specifically includes information contained in or derived from the following:

a. Confidential Morbidity Report (CMR) required by Title 17 of the California Code of Regulations (CCR) sections 2500, 2593, 2641.5-2643.20, and 2800-2812 Reportable Diseases and Conditions.

b. Laboratory Test and Result information required by Title 17 of the CCR sections 2505 and 2641.5 - 2643.20.

c. Communicable Disease Control Report Forms (required for specific diseases and conditions that are mandated by state laws and regulations to be reported by healthcare providers and laboratories to local health officers), including cases of the Contagious, Infectious, Communicable or Reportable Diseases and Conditions along with related immunization data.

2. CalCONNECT Activities may include the collection of:

a. Demographic data of cases and contacts;

b. Information obtained through interviews with cases and contacts, including but not limited to, self-reported health information, long term symptoms, demographic information, location and location history information, risk factor information, laboratory test results, and other personal information as defined by Civil Code section 1798.3; and

c. Records of communications with cases and contacts, which contain personal information as defined by Civil Code section 1798.3, including but not limited to, phone call recordings, SMS (text) messages, call logs, and tracking sheets.

3. CalCONNECT Data specifically excludes the following information:

Mental health information unrelated to the Contagious, Infectious, Communicable or Reportable Diseases and Conditions being monitored.
Substance user disorder information provided by any 42 CFR Part 2 federally assisted program provider for the treatment of substance use disorders.
Health information for any minor under the age of 12 wherein parental consent has not been properly and legally obtained by the LHJ.
California Supplemental Pay Sick Leave ("CSPSL") aka "Backpay"
Religious beliefs, practices or observances which include moral or ethical beliefs and
Political, sociological or philosophical views affiliated with any individual.

III. Legal Authority for Collection, Use and Disclosure of CalCONNECT Data: The legal authority for CDPH and Recipient to collect, use and disclose CalCONNECT Data include the following:

1. California Civil Code section 1798.24(i)
2. California Health and Safety Code section 101085
3. California Health and Safety Code section 120125
4. California Health and Safety Code section 120130
5. California Health and Safety Code section 120140
6. California Health and Safety Code sections 120175 & 120175.5
7. California Health and Safety Code sections 120500-120605
8. California Health and Safety Code sections 120975-121023
9. California Health and Safety Code sections 121025-121035
10. Title 17 Public Health, Division 1. State Department of Health Services, Chapter 4. Preventative Medical Service, Article 1, Reporting Sections:2500, and 2505
11. Title 17. Public Health, Division 1. State Department of Health Services, Chapter 4. Preventative Medical Service, Article 3.5, Reporting of HIV, Sub Article 4, Sections: 2641.5-2643.20

IV. Permitted Disclosures: Recipient acknowledges that once data is entered into the CalCONNECT system, Recipient and its Workforce Members and agents, shall safeguard the CalCONNECT Data to which they have access to from unauthorized disclosure. Recipient, and its Workforce Members and agents, shall

not disclose any CalCONNECT Data for any purpose other than carrying out the Recipient's obligations under the statutes and regulations set forth in this Exhibit, or as otherwise allowed or required by state or federal law. When cases and contacts cross into another county's jurisdiction, Recipient is permitted to disclose CalCONNECT Data with the local health department of that county's jurisdiction. Any such disclosure of CalCONNECT Data shall be limited to the minimum necessary, to the extent practicable, in carrying out Recipient's obligations under this Exhibit or as otherwise allowed or required by state or federal law. Requests for release of data through generated reports created by CDPH will be disclosed to Recipient when permissible. Otherwise, Recipient acknowledges the necessity of safeguarding the CalCONNECT Data in accordance with state and federal laws. Should unauthorized disclosures of CalCONNECT Data be confirmed by CDPH or the Recipient regarding one of its Workforce Members and agents, immediate access to the individual will be removed. All requests to reinstate the individual for access in the future will need to be made on a case-by-case basis to the CDPH Privacy Office for further consideration. Recipient also acknowledges that Syphilis Summary Reports and Tuberculosis Summary Reports may be pulled by CDPH from data collected by various counties throughout the State of California which may contain medical records regarding lab history, prior treatment, and diagnosis for an individual that extends beyond the scope of the current jurisdiction in which an individual may reside.

V. Permitted Use: Recipient, and its Workforce Members and agents, shall safeguard the CalCONNECT Data to which they have access from unauthorized use. Recipient, and its Workforce Members and agents, shall not use any CalCONNECT Data for any purpose other than carrying out Recipient's obligations under the laws and regulations set forth in this Exhibit or as otherwise allowed or required by state or federal law. Should unauthorized use of CalCONNECT Data be confirmed by CDPH or the Recipient regarding one of its Workforce Members and agents, immediate access to the individual will be removed. All requests to reinstate the individual for access in the future will need to be made on a case by case basis to the CDPH Privacy Office for further consideration.

VI. Mandated Training: Recipient, shall ensure that all its Workforce Members and agents, have completed the mandatory trainings issued by CDPH on the proper handling of all CalCONNECT System Data prior to accessing the CalCONNECT Transactional System and the CalCONNECT Data Warehouse. Certifications of completion will continue to be issued by CDPH to Recipient Workforce Members and agents upon completion and Recipient should have all certifications available for review and confirmation of completion, if deemed necessary. Annual training will be required for each individual accessing the CalCONNECT System.

VII. Restricted Disclosures and Uses: Recipient shall limit the access it provides to its Workforce Members and agents to the minimum necessary. Additionally, should Recipient determine a Workforce Member's duties require access to any CalREDIE or CalCONNECT Data related to HIV, Recipient is responsible for instructing the Workforce Member as to their responsibilities under the law. Recipient will have the Workforce Member sign the HIV Confidentiality Acknowledgement and then maintain a copy of the Acknowledgement in the Recipient's records, as well as provide a copy of the Acknowledgement to CDPH. Any other use is strictly prohibited. Any such use of CalCONNECT Data shall be limited to the minimum necessary, to the extent practicable, in carrying out the Recipient's obligations under this Agreement or as otherwise allowed or required by state or federal law. Participant shall collect no more than the minimum amount of information necessary to perform its obligations as set forth in this Agreement. Further, should the Participant collect any CalCONNECT Data that may be protected by 42 CFR Part 2, a federal regulation that requires substance abuse disorder treatment providers to observe additional privacy and confidentiality restrictions with respect to patient records in the CalCONNECT system, they must adhere to those stringent privacy protections which are more restrictive than HIPAA. Any and all violations may be grounds for removal from use of CalCONNECT at the election of CDPH.

VIII. Disclaimer: CDPH makes no warranty or representation that compliance by Recipient with this Exhibit will be adequate or satisfactory for Recipient's own purposes or that any information in Recipient's possession or control, or transmitted or received by Recipient, is or will be secure from unauthorized use or disclosure. Recipient is solely responsible for all decisions made by Recipient regarding the safeguarding of CalCONNECT Data.

IX. Contact Information: To direct communications to the other party regarding this Exhibit, CDPH or Recipient shall use the contact information below. The Parties reserve the right to make changes to the contact information below by verbal or written notice. Changes do not require an amendment to this Agreement.

CDPH Program Data Systems Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer and CDPH IT Service Desk
Ryan Murphy, PhD MPH Branch Chief, CalCONNECT Branch, Division of Communicable Disease Control, Center for Infectious Diseases, California Department of Public Health Email: Ryan.Murphy@cdph.ca.gov Phone: (510)-620-6718	**Privacy Officer** Privacy Office c/o Office of Legal Services California Dept. of Public Health P.O. Box 997377, MS 0506 Sacramento, CA 95899-7377 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634	**Chief Information Security Officer** Information Security Office California Dept. of Public Health P.O. Box 997413, MS 6300 Sacramento, CA 95899-7413 Email: cdph.infosecurityoffice@cdph.ca.gov Telephone: (800) 500-0016
Recipient Program Manager	**Recipient Privacy Officer**	**Recipient Information Security Officer**
Kelly Burton, Supervising Public Health Nurse, PO Box 400, 1860 Walnut Street Suite C, Red Bluff, CA 96080, phone: 530-527-6824, fax: 530-527-0362. kelly.burton@tchsa.net	Melissa Fields, Compliance Officer, PO Box 400, 818 Main Street, Red Bluff, CA 96080, phone: 530-527-8491x3046, fax: 530-527-0240, melissa.fields@tchsa.net	Melissa Fields, Compliance Officer, PO Box 400, 818 Main Street, Red Bluff, CA 96080, phone: 530-527-8491x3046, fax: 530-527-0240, melissa.fields@tchsa.net

Exhibit B – California Immunization Registry

This California Immunization Registry (CAIR) Exhibit in conjunction with the Center for Infectious Diseases General Data Use and Disclosure Agreement (Agreement) sets forth the requirements CDPH and Recipient are obligated to follow with respect to all CAIR Data (as defined herein) collected or created within CAIR. In order to access, view, add, and/or modify immunization information and/or tuberculosis (TB) test results in CAIR, Recipient agrees to all terms, conditions, and limitations of Recipient's collection, use, and disclosure of the CAIR Data as set forth in the Agreement and this Exhibit.

I. Background and Purpose: CAIR2 is a secure, confidential, computerized online statewide information immunization system (IIS) managed by the Immunization Branch of CDPH's Center for Infectious Diseases. It was developed to assist local health jurisdictions and other approved organizations/entities to track and review immunization information and TB test results for individuals, assess immunization needs and remind/recall patients, avoid unnecessary or redundant immunizations, and control disease outbreaks. Providers in most counties report vaccination data directly to CAIR2; providers in the other counties report data to the Healthy Futures IIS, which in turn exchanges data with CAIR2. Collectively the two IIS are referred to as CAIR. Information in CAIR is only available to authorized users.

II. Definitions: For purposes of this Exhibit, the following definitions shall apply in addition to those set forth in the Agreement:

A. California Immunization Registry (CAIR) Data: "CAIR Data" means data uploaded to CAIR2 and Health Futures IIS pursuant to Health and Safety Code (HSC) § 120440(c), which is maintained in the statewide IIS referred to as CAIR supported and maintained by CDPH's Immunization Branch.

III. Legal Authority for Collection, Use and Disclosure of CAIR Data: The legal authority for CDPH and Recipient to collect, use and disclose CAIR Data include the following:

1. California Civil Code § 1798.24(e)
2. California HSC § 120440

IV. Permitted Use and Disclosures: Recipient and its Workforce Members and agents, shall safeguard the CAIR Data to which they have access from unauthorized disclosure. Recipient, and its Workforce Members and agents, shall not disclose any CAIR Data for any purpose other than carrying out the Recipient's obligations under the statutes and regulations set forth in this Exhibit, or as otherwise allowed or required by state or federal law.

V. Restricted Disclosures and Uses: Recipient shall limit the access it provides to its workforce members and agents to the minimum necessary. Additionally, should an individual exercise their rights to refuse to permit record sharing under HSC § 120440(e), Recipient may only maintain access to the information for the purpose of protecting the public health.

VI. Disclaimer: CDPH makes no warranty or representation that compliance by Recipient with this Agreement or Exhibit will be adequate or satisfactory for Recipient's own purposes or that any information in Recipient's possession or control, or transmitted or received by Recipient, is or will be secure from unauthorized use or disclosure. Recipient is solely responsible for all decisions made by Recipient regarding the safeguarding of CAIR Data.

VII. Contact Information: To direct communications to the other party regarding this Exhibit, CDPH or Recipient shall use the contact information below. The Parties reserve the right to make changes to the

contact information below by verbal or written notice. Changes do not require an amendment to this Agreement.

CDPH Program Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer and CDPH IT Service Desk
Michael S. Powell, MSc., Chief Registry & Assessments Sect. Div. of Communicable Disease Control Center for Infectious Diseases Ca. Dept. of Public Health Email: Michael.Powell@cdph.ca.gov Telephone: (279) 667-0121	**Privacy Officer** Privacy Office c/o Office of Legal Services California Dept. of Public Health P.O. Box 997377, MS 0506 Sacramento, CA 95899-7377 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634	**Chief Information Security Officer** Information Security Office California Dept. of Public Health P.O. Box 997413, MS 6300 Sacramento, CA 95899-7413 Email: cdph.infosecurityoffice@cdph.ca.gov Telephone: (800) 500-0016
Recipient Program Manager	**Recipient Privacy Officer**	**Recipient Information Security Officer**
Kelly Burton, Supervising Public Health Nurse, PO Box 400, 1860 Walnut Street Suite C, Red Bluff, CA 96080, phone: 530-527-6824, fax: 530-527-0362. kelly.burton@tchsa.net	Melissa Fields, Compliance Officer, PO Box 400, 818 Main Street, Red Bluff, CA 96080, phone: 530-527-8491x3046, fax: 530-527-0240, melissa.fields@tchsa.net	Melissa Fields, Compliance Officer, PO Box 400, 818 Main Street, Red Bluff, CA 96080, phone: 530-527-8491x3046, fax: 530-527-0240, melissa.fields@tchsa.net

Exhibit C – California Reportable Disease Information Exchange (CalREDIE)

This California Reportable Disease Information Exchange (**CalREDIE**) Exhibit, in conjunction with the Center for Infectious Diseases General Data Use and Disclosure Agreement (Agreement) sets forth the requirements CDPH and Recipient are obligated to follow with respect to all CalREDIE Data (as defined herein) collected or created within CalREDIE. Permission to collect, receive, use, and disclose CalREDIE Data requires Recipient to agree to the Agreement and this Exhibit and all terms, conditions, and limitations of Recipient's collection, use, and disclosure of the CalREDIE Data.

I. Background and Purpose: CalREDIE is a system of applications that encompasses the core surveillance and reporting application, electronic laboratory reporting (ELR) application, ELR message handling application, provider reporting application, alerting and notification application, Data Warehouse (DW), and Data Distribution Portal (DDP) that CDPH has implemented for web-based disease reporting and surveillance. The purpose of CalREDIE is to improve the efficiency of surveillance activities and the early detection of public health events through the collection of more complete and timely surveillance information on a statewide basis. CalREDIE is a secure, web-based electronic solution for health care providers to report cases of conditions of public health interest; and for laboratories to report laboratory reports for notifiable conditions to LHDs and CDPH, and for LHDs to report conditions to CDPH. CalREDIE is an integral part of the overall California public health emergency preparedness and response strategy and use of CalREDIE allows for 24/7/365 reporting and receipt of notifiable conditions. LHDs and CDPH have access to disease and laboratory reports in near real-time for disease surveillance, public health investigation, and case management activities. CalREDIE is the system of record for communicable disease surveillance data within California.

II. Definitions: For purposes of this Exhibit, the following definitions shall apply in addition to those set forth in the Agreement:

A. CalREDIE Data: "CalREDIE Data" means data in the state-wide reportable disease database supported and maintained by CDPH including demographic, epidemiologic (including clinical information, risk factor information, and laboratory test result information), and administrative information on reportable diseases collected for the purposes of case investigation, disease prevention, and surveillance.

1. CalREDIE Data specifically includes information contained in or derived from the following:

a. Confidential Morbidity Report (CMR) required by Title 17 of the California Code of Regulations (CCR) sections 2500, 2593, 2641.5-2643.20, and 2800-2812 Reportable Diseases and Conditions.

b. Laboratory Test and Result information required by Title 17 of the CCR sections 2505 and 2641.5 - 2643.20.

c. Communicable Disease Control Report Forms (obtained from healthcare providers, laboratories, and local health departments pursuant to state and federal law including but not limited to Title 17 CCR sections 2500 et seq.)

III. Legal Authority for Collection, Use and Disclosure of CalREDIE Data: The legal authority for CDPH and Recipient to collect, use and disclose CalREDIE Data include the following:

1. California Civil Code section 1798.24(e);

2. Title 17 California Code of Regulations section 2500, et. seq.

IV. Permitted Uses and Disclosures: Recipient and its Designated Users shall safeguard the CalREDIE Data to which they have access to from unauthorized use and disclosure. Recipient, and its Designated Users, shall not use or disclose any CalREDIE Data for any purpose other than carrying out the Recipient's obligations under the statutes and regulations set forth in this Exhibit, or as otherwise allowed or required by state or federal law.

V. Restricted Disclosures and Uses: Recipient shall limit the access it provides to its Designated Users to the minimum necessary. Additionally, should the Recipient determine a Designated User's duties require access to any CalREDIE Data related to HIV, Recipient is responsible for instructing the Designated User as to their responsibilities under the law. Recipient will have the Designated User sign the HIV Confidentiality Acknowledgement and then maintain a copy of the Acknowledgement in the Recipient's records, as well as provide a copy of the Acknowledgement to CDPH.

VI. Disclaimer: CDPH makes no warranty or representation that data provided to Recipient pursuant to its compliance with this Exhibit will be adequate or satisfactory for Recipient's own purposes or that any information in Recipient's possession or control, or transmitted or received by Recipient, is or will be secure from unauthorized use or disclosure. Recipient is solely responsible for all decisions made by Recipient regarding the safeguarding of CalREDIE Data.

VII. Contact Information: To direct communications to the other party regarding this Exhibit, CDPH or Recipient shall use the contact information below. The Parties reserve the right to make changes to the contact information below by verbal or written notice. Changes do not require an amendment to this Exhibit.

[CONTINUED ON NEXT PAGE]

Exhibit C – California Reportable Disease Information Exchange (CalREDIE)

CDPH Program Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer and CDPH IT Service Desk
Abigail Kroch, PhD MPH Branch Chief, Public Health Reporting Information Exchange (PRIME) Division of Communicable Disease Control California Department of Public Health Phone: 916.720.8268 Abigail.Kroch@cdph.ca.gov	**Privacy Officer** Privacy Office c/o Office of Legal Services California Dept. of Public Health P.O. Box 997377, MS 0506 Sacramento, CA 95899-7377 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634	**Chief Information Security Officer** Information Security Office California Dept. of Public Health P.O. Box 997413, MS 6300 Sacramento, CA 95899-7413 Email: cdph.infosecurityoffice@cdph.ca.gov Telephone: (800) 500-0016
Recipient Program Manager	**Recipient Privacy Officer**	**Recipient Information Security Officer**
Kelly Burton, Supervising Public Health Nurse, PO Box 400, 1860 Walnut Street Suite C, Red Bluff, CA 96080, phone: 530-527-6824, fax: 530-527-0362. kelly.burton@tchsa.net	Melissa Fields, Compliance Officer, PO Box 400, 818 Main Street, Red Bluff, CA 96080, phone: 530-527-8491x3046, fax: 530-527-0240, melissa.fields@tchsa.net	Melissa Fields, Compliance Officer, PO Box 400, 818 Main Street, Red Bluff, CA 96080, phone: 530-527-8491x3046, fax: 530-527-0240, melissa.fields@tchsa.net

Exhibit D – California Integrated Infectious Disease Data Warehouse

This California Integrated Infectious Disease Data Warehouse (I2D2) Exhibit in conjunction with the Center for Infectious Diseases General Data Use and Disclosure Agreement (Agreement) sets forth the requirements CDPH and Recipient are obligated to follow with respect to all I2D2 Data (as defined herein) maintained within I2D2. In order to access, view, add, and/or modify I2D2 Data, Recipient agrees to all terms, conditions, and limitations of Recipient's access, use, and disclosure of the I2D2 Data as set forth in the Agreement and this Exhibit.

I. Background and Purpose: I2D2 centralizes, transforms, and shares data from state and local disease reporting systems so they are aligned and standardized yielding a statewide infectious disease data resource. This means all infectious disease data analyses, analytic models, dashboards, and reports can be sourced from the same data source. A single centralized dataset also enables centralized data quality control and data processing so corrections and improvements can be applied and deployed in one place at one time, significantly reducing effort and complications for data users. This is especially beneficial for Recipients with limited data analysis capacity. Epidemiologists and modelers mostly access the data via an ODBC connection with Snowflake. Some users also use the Snowflake web interface for analysis. Access to I2D2 by Recipient staff is intended to increase scalability and standardization of infectious disease monitoring, accessibility regardless of a user's skillset, automation of data usage, collaboration between users, and efficiency of reporting. Additionally, it will provide a single source for analysis, dashboards, and reports.

II. Definitions: For purposes of this Exhibit, the following definitions shall apply in addition to those set forth in the Agreement:

A. California Immunization Registry (CAIR): "CAIR" means data uploaded to CAIR2 and Health Futures IIS pursuant to Health and Safety Code (HSC) § 120440(c), which is maintained in the statewide IIS referred to as CAIR supported and maintained by CDPH's Immunization Branch.

B. California Reportable Disease Information Exchange (CalREDIE): "CalREDIE" means data in the statewide reportable disease database supported and maintained by CDPH including demographic, epidemiologic (including clinical information, risk factor information, and laboratory test result information), and administrative information on reportable diseases collected for the purposes of case investigation, disease prevention, and surveillance.

1. CalREDIE Data specifically includes information contained in or derived from the following:

a. Confidential Morbidity Report (CMR) required by Title 17 of the California Code of Regulations (CCR) sections 2500, 2593, 2641.5-2643.20, and 2800-2812 Reportable Diseases and Conditions.

b. Laboratory Test and Result information required by Title 17 of the CCR sections 2505 and 2641.5 - 2643.20.

c. Communicable Disease Control Report Forms (required for specific diseases and conditions that are mandated by state law and regulations to be reported by healthcare providers and laboratories to local health officers.

C. I2D2 Data: "I2D2 Data" means the data maintained in I2D2, which is derived from CAIR, CalREDIE, IRIS, NHSN, WebCMR, SaPHIRE, WSS, Kaiser NorCath, and VR (as those systems are defined herein).

D. Los Angeles County Integrated Reporting, Investigation, and Surveillance (IRIS) system: "IRIS" means the electronic reporting system for communicable diseases. Its main purpose is to make disease reporting, investigation, and tracking more efficient for Disease Control Programs in Las Angeles County. IRIS contains information for the full investigative cycle of a disease or outbreak from date of onset to the final resolution.

E. National Healthcare Safety Network (NHSN): "NHSN" means the Center for Disease Control's healthcare-associated infection tracking system. Specifically, for the purposes of this Exhibit, it refers only to HNSN's aggregated hospitalization data for COVID, Flu, and RSV.

F. San Diego County WebCMR (WebCMR): "WebCMR" means the communicable disease registry system maintained by San Diego County, which supports public health disease surveillance and investigation. It is linked to an electronic laboratory reporting system, which allows laboratories to electronically send public health reports that identify conditions that are notifiable.

G. Surveillance and Public Health Information Reporting and Exchange – Testing Observations Results Exchange ("SaPHIRE-TORX"): "SaPHIRE-TORX" means the electronic lab result data and electronic initial case report for COVID.

H. Wastewater Sewer Shed (WSS): "WSS" means the wastewater sewer shed facility meta data for de-identified sewer specimen sample information.

I. Kaiser NorCath: Kaiser NorCath is aggregate de-identified hospitalization data for respiratory viruses.

J. Vital Records (VR): "VR" means the non-confidential portion of birth, death, and fetal death certificates.

III. Legal Authority for Collection, Use and Disclosure of I2D2 Data: The legal authority for CDPH and Recipient to use I2D2 Data include the following:

1. CA Civil Code § 1798.24(e)
2. CA HSC § 120125
3. CA HSC § 120130
4. CA HSC § 120140
5. CA HSC § 120185
6. CA HSC § 120190
7. CA CCR Title 17 § 2500
8. CA CCR § 2502
9. CA CCR § 2505

IV. Permitted Use and Disclosures: Recipient and its Workforce Members and agents, shall safeguard the I2D2 Data to which they have access from unauthorized disclosure. Recipient, and its Workforce Members and agents, shall not disclose any I2D2 Data for any purpose other than carrying out the Recipient's obligations under the statutes and regulations set forth in this Exhibit, or as otherwise allowed or required by state or federal law.

V. Restricted Disclosures and Uses: Recipient shall limit the access it provides to its workforce members and agents to the minimum necessary.

Exhibit D – California Integrated Infectious Disease Data Warehouse

VI. Disclaimer: CDPH makes no warranty or representation that compliance by Recipient with this Agreement or Exhibit will be adequate or satisfactory for Recipient's own purposes or that any information in Recipient's possession or control, or transmitted or received by Recipient, is or will be secure from unauthorized use or disclosure. Recipient is solely responsible for all decisions made by Recipient regarding the safeguarding of I2D2 Data.

VII. Training: Recipient is responsible for assuring all of its Workforce Members granted access to I2D2 Data will have completed all training CDPH requires a user to complete in order to access the data in its original system.

VIII. HIV Confidentiality Statement: Recipient is responsible for assuring all of its Workforce Members who may access confidential HIV-related public health records have signed the CDPH Office of AIDS' Confidentiality Agreement. This requirement applies regardless of whether the access is an essential or incidental part of their work.

IX. Contact Information: To direct communications to the other party regarding this Exhibit, CDPH or Recipient shall use the contact information below. The Parties reserve the right to make changes to the contact information below by verbal or written notice. Changes do not require an amendment to this Agreement.

CDPH Program Manager	**CDPH Privacy Officer**	**CDPH Chief Information Security Officer and CDPH IT Service Desk**
Emilia Reilly, MPH Assistant Programmatic Branch Chief Informatics Branch Div. Communicable Disease Ctrl. Center for Infectious Disease Ca. Dept. of Public Health Email: Emilia.Reilly2@cdph.ca.gov Telephone: (279) 203-8613	**Privacy Officer** Privacy Office c/o Office of Legal Services CA Dept. of Public Health P.O. Box 997377, MS 0506 Sacramento, CA 95899-7377 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634	**Chief Information Security Officer** Information Security Office California Dept. of Public Health P.O. Box 997413, MS 6300 Sacramento, CA 95899-7413 Email: cdph.infosecurityoffice@cdph.ca.gov Telephone: (800) 500-0016
Recipient Program Manager	**Recipient Privacy Officer**	**Recipient Information Security Officer**
Kelly Burton, Supervising Public Health Nurse, PO Box 400, 1860 Walnut Street Suite C, Red Bluff, CA 96080, phone: 530-527-6824, fax: 530-527-0362. kelly.burton@tchsa.net	Melissa Fields, Compliance Officer, PO Box 400, 818 Main Street, Red Bluff, CA 96080, phone: 530-527-8491x3046, fax: 530-527-0240, melissa.fields@tchsa.net	Melissa Fields, Compliance Officer, PO Box 400, 818 Main Street, Red Bluff, CA 96080, phone: 530-527-8491x3046, fax: 530-527-0240, melissa.fields@tchsa.net

Exhibit E – My Turn

This My Turn Vaccine Management System (My Turn) Exhibit in conjunction with the Center for Infectious Diseases General Data Use and Disclosure Agreement (Agreement) sets forth the requirements CDPH and Recipient are obligated to follow with respect to all My Turn Data (as defined herein) collected or created within My Turn. In order to access, view, add, and/or modify data in My Turn, Recipient agrees to all terms, conditions, and limitations of Recipient's collection, use, and disclosure of the My Turn Data as set forth in the Agreement and this Exhibit.

I. Background and Purpose: My Turn is a secure, web-based platform that 1) connects individuals with tools and resources to schedule appointments and receive vaccinations and 2) provides clinic managers and vaccine administrators an all-in-one application for vaccine eligibility, public appointment scheduling, walk-in appointments, dose administration, and reporting for vaccine clinics. My Turn Clinic is used by Californian Local Health Jurisdictions (LHJs) to manage appointments, clinics, and records, and document the administration of vaccines. My Turn then submits those records to the California Immunization Registry. My Turn was established in response to COVID-19 and, after initial expansion to flu and the mpox vaccine it has now been expanded to include all other common vaccines administered in California.

II. Definitions: For purposes of this Exhibit, the following definitions shall apply in addition to those set forth in the Agreement:

A. My Turn Data: "My Turn Data" means data uploaded to My Turn Public by an individual or My Turn Clinic by an LHJ or Provider. My Turn is maintained by CDPH's Immunization Branch in the Center for Infectious Diseases.

III. Legal Authority for Collection, Use and Disclosure of My Turn Data: The legal authority for CDPH and Recipient to collect, use and disclose My Turn Data include the following:

1. California Civil Code § 1798.24(e)
2. California Health and Safety Code (HSC) § 102175
3. California HSC § 120440
4. California HSC § 131050

IV. Permitted Use and Disclosures: Recipient and its Workforce Members and agents, shall safeguard the My Turn Data to which they have access from unauthorized disclosure. Recipient, and its Workforce Members and agents, shall not disclose any My Turn Data for any purpose other than carrying out the Recipient's obligations under the statutes and regulations set forth in this Exhibit, or as otherwise allowed or required by state or federal law.

V. Restricted Disclosures and Uses: Recipient shall limit the access it provides to its workforce members and agents to the minimum necessary. Additionally, should an individual exercise their rights to refuse to permit record sharing under HSC § 120440(e), Recipient may only maintain access to the information for the purpose of protecting the public health.

VI. Disclaimer: CDPH makes no warranty or representation that compliance by Recipient with this Agreement or Exhibit will be adequate or satisfactory for Recipient's own purposes or that any information in Recipient's possession or control, or transmitted or received by Recipient, is or will be secure from unauthorized use or disclosure. Recipient is solely responsible for all decisions made by Recipient regarding the safeguarding of My Turn Data.

VII. Contact Information: To direct communications to the other party regarding this Exhibit, CDPH or Recipient shall use the contact information below. The Parties reserve the right to make changes to the contact information below by verbal or written notice. Changes do not require an amendment to this Agreement.

CDPH Program Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer and CDPH IT Service Desk
Michael S. Powell, MSc., Chief Registry & Assessments Sect. Div. of Communicable Disease Control Center for Infectious Diseases Ca. Dept. of Public Health Email: Michael.Powell@cdph.ca.gov Telephone: (279) 667-0121	**Privacy Officer** Privacy Office c/o Office of Legal Services California Dept. of Public Health P.O. Box 997377, MS 0506 Sacramento, CA 95899-7377 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634	**Chief Information Security Officer** Information Security Office California Dept. of Public Health P.O. Box 997413, MS 6300 Sacramento, CA 95899-7413 Email: cdph.infosecurityoffice@cdph.ca.gov Telephone: (800) 500-0016
Recipient Program Manager	**Recipient Privacy Officer**	**Recipient Information Security Officer**
Kelly Burton, Supervising Public Health Nurse, PO Box 400, 1860 Walnut Street Suite C, Red Bluff, CA 96080, phone: 530-527-6824, fax: 530-527-0362. kelly.burton@tchsa.net	Melissa Fields, Compliance Officer, PO Box 400, 818 Main Street, Red Bluff, CA 96080, phone: 530-527-8491x3046, fax: 530-527-0240, melissa.fields@tchsa.net	Melissa Fields, Compliance Officer, PO Box 400, 818 Main Street, Red Bluff, CA 96080, phone: 530-527-8491x3046, fax: 530-527-0240, melissa.fields@tchsa.net

Exhibit F – California Reportable Disease Information Exchange (CalREDIE) Cross-Jurisdictional Data Sharing

This CalREDIE Cross-Jurisdictional Data Sharing Exhibit, in conjunction with the Center for Infectious Diseases General Data Use and Disclosure Agreement (Agreement) provides guidance to Recipient regarding how CalREDIE Data (as defined herein) can be shared across jurisdictions in an authorized and secure manner.

I. Background and Summary: The implementation of CalREDIE as a tool to support disease surveillance efforts in California has introduced changes and, in general, increased efficiency in how Local Health Jurisdiction (LHJ) staff access and share surveillance data. Restriction of the ability to share surveillance data across jurisdictions limits public health activities. Therefore, CalREDIE includes a list of disease conditions in a Shared Disease Grouping (as defined herein) and list of participating LHJs in a Shared Jurisdiction Grouping (as defined herein). Designated Users (as defined herein) are granted a read-only user account with permissions to access the Shared Disease Grouping, and Shared Jurisdiction Grouping, which allows these users access to these data from their own and other participating jurisdictions.

II. Definitions: For purposes of this Exhibit, the following definitions shall apply in addition to those set forth in the Agreement:

A. CalREDIE Data: "CalREDIE Data" means data in the state-wide reportable disease database supported and maintained by CDPH including demographic, epidemiologic (including clinical information, risk factor information, and laboratory test result information), and administrative information on reportable diseases collected for the purposes of case investigation, disease prevention, and surveillance.

1. CalREDIE Data specifically includes information contained in or derived from the following:

a. Confidential Morbidity Report (CMR) required by Title 17 of the California Code of Regulations (CCR) sections 2500, 2593, 2641.5-2643.20, and 2800-2812 Reportable Diseases and Conditions.

b. Laboratory Test and Result information required by Title 17 of the CCR sections 2505 and 2641.5 - 2643.20.

c. Communicable Disease Control Report Forms.(obtained from healthcare providers, laboratories, and local health departments pursuant to state and federal law including but not limited to Title 17 CCR sections 2500 et seq.)

B. Designated Users: "Designated Users" means individuals from Recipient's jurisdiction granted a read-only user account with permissions to access the Shared Disease Grouping and Shared Jurisdiction Grouping. Designated Users are only permitted read-only access to both Recipient's data and the data from other participating jurisdictions. Each Recipient may designate up to three (3) individuals as Designated Users.

C. Shared Disease Grouping: "Shared Disease Grouping" means the list of corresponding disease conditions in CalREDIE. Any diseases included in the Shared Disease Grouping will continue to be included regardless of future name changes. Additional diseases may be added to the Shared Disease Grouping at the request of the California Conference of Local Health Officers.

1. For example, corresponding conditions in the viral hepatitis and syphilis shared grouping are:

a. Hepatitis B, Acute
b. Hepatitis B, Chronic
c. Hepatitis C, Acute
d. Hepatitis C, Chronic
e. Hepatitis D (Delta)
f. Hepatitis E, Acute
g. Syphilis (Congenital)
h. Syphilis (Early Latent)
i. Syphilis (Late with Clinical Manifestations)
j. Syphilis (Latent, Unknown Duration)
k. Syphilis (Primary)
l. Syphilis (Secondary)
m. Syphilis State Unknown/Reactor
n. Syphilis Initial Report

D. Shared Jurisdictional Grouping: "Shared Jurisdictional Grouping" means the list of LHJs participating in cross jurisdictional sharing. The Local Health Officer (LHO) for Recipient may opt-in to participate in cross-jurisdictional data sharing, which means the Recipient agrees to share its data for the Shared Disease Grouping in a read-only fashion with other LHJs.

III. Legal Authority for Collection, Use and Disclosure of CalREDIE Data: The legal authority for CDPH and Recipient to collect, use and disclose CalREDIE Data include the following:

1. California Civil Code section 1798.24(e);
2. California Health and Safety Code section 120175;
3. Title 17 California Code of Regulations section 2502.

IV. Permitted Uses and Disclosures: Recipient and its Designated Users shall safeguard the CalREDIE Data to which they have access to from unauthorized use and disclosure. Recipient and its Designated Users shall not use or disclose any CalREDIE Data, Shared Disease Grouping data, or Shared Jurisdictional Grouping data for any purpose other than carrying out the Recipient's obligations under the statutes and regulations set forth in this Exhibit, or as otherwise allowed or required by state or federal law.

V. Restricted Disclosures and Uses: Recipient shall limit the access it provides to its Designated Users to the minimum necessary. Additionally, should the Recipient determine a Designated User's duties require access to any CalREDIE Data or Shared Disease Grouping data related to HIV, Recipient is responsible for instructing the Designated User as to their responsibilities under the law. Recipient will have the Designated User sign the HIV Confidentiality Acknowledgement and then maintain a copy of the Acknowledgement in their records, as well as provide a copy of the Acknowledgement to CDPH.

VI. Disclaimer: CDPH makes no warranty or representation that data provided to Recipient pursuant to its compliance with this Exhibit will be adequate or satisfactory for Recipient's own purposes or that any information in Recipient's possession or control, or transmitted or received by Recipient, is or will be secure from unauthorized use or disclosure. Recipient is solely responsible for all decisions made by Recipient regarding the safeguarding of CalREDIE Data, Shared Disease Grouping data, or Shared Jurisdictional Grouping data.

VII. Contact Information: To direct communications to the other party regarding this Exhibit, CDPH or Recipient shall use the contact information below. The Parties reserve the right to make changes to the

contact information below by verbal or written notice. Changes do not require an amendment to this Exhibit.

CDPH Program Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer and CDPH IT Service Desk
Abigail Kroch, PhD MPH Branch Chief, Public Health Reporting Information Exchange (PRIME) Division of Communicable Disease Control California Department of Public Health Phone: 916.720.8268 Abigail.Kroch@cdph.ca.gov	**Privacy Officer** Privacy Office c/o Office of Legal Services California Dept. of Public Health P.O. Box 997377, MS 0506 Sacramento, CA 95899-7377 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634	**Chief Information Security Officer** Information Security Office California Dept. of Public Health P.O. Box 997413, MS 6300 Sacramento, CA 95899-7413 Email: cdph.infosecurityoffice@cdph.ca.gov Telephone: (800) 500-0016
Recipient Program Manager	**Recipient Privacy Officer**	**Recipient Information Security Officer**
Kelly Burton, Supervising Public Health Nurse, PO Box 400, 1860 Walnut Street Suite C, Red Bluff, CA 96080, phone: 530-527-6824, fax: 530-527-0362. kelly.burton@tchsa.net	Melissa Fields, Compliance Officer, PO Box 400, 818 Main Street, Red Bluff, CA 96080, phone: 530-527-8491x3046, fax: 530-527-0240, melissa.fields@tchsa.net	Melissa Fields, Compliance Officer, PO Box 400, 818 Main Street, Red Bluff, CA 96080, phone: 530-527-8491x3046, fax: 530-527-0240, melissa.fields@tchsa.net

Exhibit G - CalCONNECT Cross-Jurisdictional Data Sharing Policy/Procedure

Purpose

This **CalCONNECT Cross-Jurisdictional Data Sharing Policy and Procedure** provides guidance to state and local public health staff regarding how CalCONNECT data can be shared across jurisdictions, in an authorized and secure manner.

Background

The implementation of CalCONNECT as a contact tracing tool to support disease surveillance efforts in California has introduced changes and, in general, increased efficiency in how state and local health jurisdiction staff access and share surveillance data. However, to date, the ability to share contact tracing data across jurisdictions was restricted, limiting public health activities.

Summary

- CalCONNECT shall contain a "shared" disease list of conditions.
- Participating Local Health Jurisdictions (LHJs) shall be included in a "shared" jurisdiction grouping.
- Designated individuals from participating LHJs shall be granted a read-only user account with permissions to access the "shared" disease list of conditions, and the "shared" jurisdiction conditions, to allow these users read-only access to the shared disease data from their own and the other participating jurisdictions.
- Participating LHJs also acknowledge that disease specific CalCONNECT Data will also be coming from other CDPH databases like CAIR and CalREDIE and across all participating counties once the LHJ agrees to participate in a "shared" jurisdiction grouping. However, in all instances, CDPH will only be sharing CalCONNECT Data from participating LHJs that are both "necessary and relevant" for purposes of contact tracing, case investigation and for examining the causes of the Contagious Infectious, or Communicable or Reportable Diseases and Conditions, to ascertain the nature of the disease or condition and to prevents its spread that directly or indirectly relates to an individual.

Shared Disease Grouping

- A list of disease conditions in CalCONNECT shall be included in a "shared" disease list of conditions for participating LHJs.
    - To pilot this effort, CalCONNECT will start with covid-19, tuberculosis, mpox, and STD/HIV. The corresponding list of disease conditions in CalCONNECT are:
        - Covid-19 case
        - Covid-19 contact
        - Tuberculosis case
        - Tuberculosis contact
        - STD/HIV case [1]
        - STD/HIV contact [1]
        - Mpox case
        - Mpox contact
    - If these conditions undergo name changes in the CalCONNECT application, they will

[1] For information related to either STD/HIV, all individuals must sign the confidentiality requirement form specific to HIV/AIDS prior to accessing the data.

continue to be included in the shared disease list of conditions.
- Additional diseases may be added to this disease list of conditions, at the request of the California Conference of Local Health Officers (CCLHO) and upon review and approval of CDPH.

Shared Jurisdiction Grouping

- Participating Local Health Jurisdictions (LHJs) shall be included in a "shared" jurisdiction grouping in CalCONNECT.
  - Local Health Officers (LHOs) may "opt-in" to participate in cross-jurisdictional data sharing, which means that they agree to share their LHJ's data for the "shared" disease conditions with other participating LHJs.
  - To opt-in to cross-jurisdictional data sharing, the Local Health Officer must complete, sign, and submit to the CalCONNECT Help Desk, the attached form, CalCONNECT Cross- Jurisdictional Data Sharing Authorization Form, authorizing to share, in a read-only fashion, with other participating LHJs their data for the conditions in the shared disease grouping.

Designated Users

- Designated individuals from participating LHJs shall be granted a read-only user account with permissions to access the "shared" disease grouping and the "shared" jurisdiction grouping. These read-only accounts will allow designated users read-only access to their data and the data from the other participating jurisdictions.

Health Officer Emergency Authorities

LHOs have general broad authority to take all measures necessary to prevent the spread of disease:

H&SC section 120175. The Local Health Officer, having reason to believe that any case of a communicable disease exists within his/her jurisdiction, has the authority to take measures necessary to prevent the spread of the disease.

17 CCR section 2502, a regulation which discusses LHO required gathering of individual case reports and weekly morbidity reports for certain reportable diseases and submission of these reports to CDPH, provides for instances when an LHO may share this infectious disease reportable data with another LHO, including, to determine the existence of a disease, its cause, or the measures necessary to stop its spread or, for purposes of his/her investigation, as may be necessary to prevent the spread or occurrence of additional cases:

(f) Confidentiality. Information reported pursuant to this section is acquired in confidence and shall not be disclosed by the local health officer except as authorized by these regulations, as required by state or federal law, or with the written consent of the individual to whom the information pertains or to the legal representative of that individual.

> (1) A health officer shall disclose any information, including personal information, contained in an individual case report to state, federal or local public health officials in order to determine the existence of a disease, its likely cause or the measures necessary to stop its spread.
>
> (2) A health officer may for purposes of his or her investigation disclose any information contained in an individual case report, including personal information, as may be necessary to prevent the spread of disease or occurrence of additional cases.

1. Opt-in – To be completed by the Health Officer

I, Timothy Peters, MD, authorize Tehama County Department of Public Health data for all Contagious, Infectious, Communicable or Reportable Diseases and Conditions (as defined in the Data Use and Disclosure Agreement of the CalCONNECT System)(hereinafter "Diseases and Conditions") in CalCONNECT to be shared with jurisdictions participating in CalCONNECT cross-jurisdictional data sharing (hereinafter " Shared Jurisdictions") for the purpose of examining the causes of the Diseases and Conditions, and to ascertain the nature of the Diseases or Conditions to prevent its spread. I also acknowledge that an individual's patient history as it may relate to all Diseases and Conditions may be shared as necessary, with all other jurisdictions participating which may include lab test results, contacts, prior history and exposure etc. I further attest, that by executing this document, I understand that all information related to any individual that my county collects in the CalCONNECT system, which may include symptoms and conditions, will be visible to the other Shared Jurisdictions.

Name (Print)	Title	E-mail

2. Health Officer Approval

Timothy Peters, MD		10/18/2024
Name (Print)	Name (Signature)	Date

3. Delegate authorization

The Health Officer (above) appoints the following Authorized Representative to add CalCONNECT System User(s) for Shared Jurisdiction User(s).

Amy Condie	PHN III	amy.condie@tchsa.net

E-Contract Review
Approval as to Form

Department Name: Health Services Agency

Vendor Name: California Department of Public Health

Contract Description: For the purpose of data use and disclosure agreement

APPROVED AS TO FORM:



Date: 11/18/2025

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Agenda Request Form

File #: 25-2065 **Agenda Date:** 12/9/2025 **Agenda #:** 12.

HEALTH SERVICES AGENCY / PUBLIC HEALTH

Requested Action(s)
a) AGREEMENT-Request approval and authorization for the Executive Director to sign and submit the Partnership HealthPlan of California (PHP) Community Health Assessment (CHA)/Community Health Improvement Plan (CHIP) Planning Grant application for funding in the amount of $100,000 for the grant term of 7/1/25 through 6/30/26

Financial Impact:
This will be a receivable for the department in amount of $100,000.

Background Information:
Partnership HealthPlan of CA is inviting proposals from local public health departments within its network to apply for funding and technical assistance aimed at developing Community Health Assessments (CHA) and Community Health Improvement Plans (CHIP). The purpose of this grant is to support counties served by Partnership in their ongoing assessment of public health needs, and the development of plans to address the needs of their counties. Funds received from this grant will be used exclusively for activities directly related to the development and/or tracking of a CHA and/or CHIP.

CHA/CHIP Planning Grant
Grantee Attestation Form

Grant Term: July 1, 2025 – June 30, 2028

County/Organization Name: Tehama County Health Services Agency

Public Health Director/Health Officer Name: Minnie Sagar

Primary/Designee Contact Name and Title: Minnie Sagar, Public Health Director

Email: Minnie.Sagar@tchsa.net Phone: 530-737-7940

As an authorized representative of the above-named county or organization, I hereby attest to the following:

A. **Program Commitment:** Our organization will use the funds exclusively for activities directly related to the development and/or tracking of a Community Health Assessment (CHA) and/or Community Health Improvement Plan (CHIP). We understand that funds may not be used for implementation projects, general community events, or unrelated public health or reinvestment activities.
B. **Use of Funds:** We will submit a funding proposal identifying planned use(s) of funds aligned with CHA/CHIP-related work. We acknowledge that disbursement is contingent upon execution or submission of at least 50% of required DHCS Memoranda of Understanding (MOUs) with Partnership. We understand that a formal contract related to this program must be executed with Partnership before any funds are disbursed.
C. **Reporting:** We agree to submit follow-up documentation and progress updates upon request, including a narrative describing how funds were used and how the activities align with the goals of this program. We understand that failure to submit required documentation may affect future funding eligibility.
D. **Compliance:** We will coordinate with Partnership's Community Health Needs Liaison's to ensure alignment with grant expectations and public health best practices. We understand that any unrequested funds remaining after June 30, 2028 will not be available for allocation. Funds are not guaranteed after the current 2025-2028 cycle.

By signing below, I certify that I am authorized to enter into this agreement on behalf of the organization and that the information provided is accurate to the best of my knowledge.

Authorized Representative Name (Printed): Jayme S. Bottke

Title: Executive Director

Signature: Jayme S Bottke Date: 11-14-25

CHA/CHIP Development Support Grant Program

Partnership HealthPlan of California (Partnership) is inviting proposals from local public health departments within its network to apply for funding and technical assistance aimed at developing Community Health Assessments (CHA) and Community Health Improvement Plans (CHIP). This initiative supports the planning phase; however, to support counties in transition, Partnership will allow limited flexibility in how the $100,000 grant can be used. A portion of the funding can be applied to implementation activities tied to an existing CHIP, provided the primary purpose of supporting the upcoming CHA/CHIP cycle (2025 – 2028) is maintained. Counties that have already submitted a grant application can re-evaluate and adjust their plan to reflect this added flexibility.

The purpose of this grant program is to support counties served by Partnership in their ongoing assessment of public health needs, and the development of plans to address the needs of their counties.

DHCS has recognized that collaboration between Medi-Cal managed care plans and Local Health Jurisdictions (LHJs) on CHA and CHIP presents an opportunity to better identify community needs and strengths. This partnership can help reduce siloed efforts in population health management and lead to more effective improvements in members' health outcomes, while aligning with the DHCS Quality Strategy and its Bold Goals.

If you have questions about this form or need assistance, please send an email to CHACHIP@partnershiphp.org.

**Please note that a member of our Population Health Community Health Needs Liaison team will reach out to you within three business days of your form submission.

**This form is to be completed only by the County Public Health Officer or Public Health Director. By submitting it, the Public Health Officer or Public Health Director affirms that the county will use the requested Partnership resources solely for the purposes specified in the grant application related to the CHA or CHIP.

When you submit this form, it will not automatically collect your details like name and email address unless you provide it yourself.

*Required

Application Information

Please provide your basic contact and organizational details. This information will be used to identify and communicate with the primary applicant throughout the grant review and award process. Make sure all information is accurate and up to date.

1. What County is this request for? *

- ○ Butte
- ○ Colusa
- ○ Del Norte
- ○ Glenn
- ○ Humboldt
- ○ Lake
- ○ Lassen
- ○ Marin
- ○ Mendocino
- ○ Modoc
- ○ Napa
- ○ Nevada
- ○ Placer
- ○ Plumas
- ○ Shasta
- ○ Sierra
- ○ Siskiyou
- ○ Solano
- ○ Sonoma
- ○ Sutter
- ◉ Tehama
- ○ Trinity
- ○ Yolo
- ○ Yuba

2. Requester First and Last Name*: Minnie Sagar

3. Requester Title*: Public Health Director

4. Email Address*: minnie.sagar@tchsa.net

5. Phone Number*: 530-737-7940

Grant Qualification Screening

To ensure that your application meets the basic requirements for this grant, please answer the following questions. This section will help us determine if your organization aligns with the funding criteria. All responses should be accurate and reflect your current status.

6. Please list all Memorandums of Understanding (MOUs) your organization has executed with Partnership. *(i.e. LHD, IHSS, Regional Center, County Child Welfare, WIC, TCM, Behavioral Health, Specialty Mental Health Services, SUD Treatment Services)* *:*

DMC State Plan MOU: In process with Board of Supervisors for approval
Att. B - County Child Welfare MOU: Contracted outside of our agency
Att. C - IHSS MOU Template: Contracted outside of our agency
Att. E - MHP MOU Template: In process with Board of Supervisors for approval
Att. F - Local Health Dept. MOU Template: In process with Board of Supervisors for approval
WCM Expansion: in process with Board of Supervisors for approval
WIC MOU: in process with Board of Supervisors for approval
First 5: Contracted Outside our agency

7. Is your organization a contracted provider with Partnership (e.g. for primary care, ECM, vaccines) and in good standing per Partnership contract? *

- (●) Yes
- ( ) No

Proposed Project Information

Briefly describe your proposed project, including the goals, specific activities, timeline, and how the requested funding will be used.

8. What stage of the CHA/CHIP process is this grant request intended to support? *(Note: This grant does not fund implementation activities.)* *

- ( ) CHA
- ( ) CHIP
- (●) Both CHA and CHIP
- ( ) CHIP Implementation

9. Total Grant Amount Requested:
(Maximum request: $100,000) *

$100,000

10. Brief Project Narrative: *Outline specific activities or tasks that will be conducted as part of this project.* *

These funds will be used to support ongoing work for the current (2025-2028) Tehama County health improvement cycle. Grant funding shall be used for the purposes of supporting CHA/CHIP development and implementation infrastructure and stakeholder engagement, planning, and coordination.

Funding will provide food for CHA and CHIP steering committees and priority area work groups as a means of encouraging and sustaining community participation. This includes shelf-stable snacks and beverages for regularly occurring monthly meetings as well as catered lunches for mid-term and annual reviews.

The remainder of the funds will be utilized to support CHIP work group outreach and promotion activities as well as contracted epidemiological services. Epidemiological services will be used to support updates and development of the next cycle's Community Health Assessment and Community Health Improvement Plan. It will also provide technical assistance for the creation and utilization of a data-sharing dashboard to improve community health improvement practices by supporting ongoing tracking and management of key performance indicators across current and future health improvement cycles.

11. Project Timeline: *Indicate the calendar or fiscal year during which the proposed activities will take place.* *

Oct. 1, 2025 - June 2028; (FY 25/26, FY 26/27, FY 27/28)

12. Allocation Plan: *Provide a breakdown of how the requested grant fund will be allocated across the planned activities (e.g., staff time, contractors, facilitation, materials, etc.)**

100,000 total

Epi. Contract - $75,000 (Development of Community Health Assessment and Health Improvement Plan for next cycle and data-sharing dashboard for current and future health improvement progress tracking)

Training, Outreach and Promotional Materials - $22,600 (support work group initiatives)

Food - $2400 (lunches/year + snacks for monthly meetings)

Request for Applications (RFA):

Local Public Health Department Support for CHA/CHIP Development

Issued by: Partnership HealthPlan of California

Program Title: CHA/CHIP Development Support Grant Program

Website: www.partnershiphp.org/Community/Pages/CHACHIP-Grant-Program.aspx

Contact Email: chachip@partnershiphp.org

Background

Future of Public Health Funding established in the 2022 Budget Act (Chapter 249, Statutes of 2022) requires local health jurisdictions (LHJ) to complete a three-year public health plan informed by their Community Health Assessment (CHA), Community Health Improvement Plan (CHIP), and/or Strategic Plan. While accreditation is not required to complete a three-year public health plan, it has been shown to strengthen public health infrastructure and improve emergency responsiveness. However, many counties — particularly small and rural ones — face barriers to completing this work due to limited staffing, funding, or local health care infrastructure.

In parallel, the Department of Health Care Services (DHCS) mandates that Medi-Cal managed care plans (MCPs) meaningfully participate in and support local CHA/CHIP processes. This includes contributing to in-kind staff and/or funding to local health departments as part of a broader effort to align health care delivery with community health priorities.

Intersection with Community Reinvestment Requirements

On Feb. 7, 2025, DHCS issued APL 25-004 Community Reinvestments, which outlines Partnership's requirements to reinvest a minimum level of our net income into their local communities. Through this policy, DHCS requires that Partnership's Community Reinvestments must be directly informed by the Community Health Assessment (CHA) conducted by the LHJ. Though not required, DHCS strongly recommends that Partnership use Community Reinvestments to fund activities identified in the communities' CHIP and needs identified in the Behavioral Health Integration Plan. (BH IP).

Eligible expenditures under Community Reinvestment are limited to a specified menu of allowable activities, and must reflect robust stakeholder engagement, including but not limited to:

- Partnership's Community Advisory Committee(s)
- Partnership's Quality Improvement and Health Equity Committee (QIHEC)
- Tribal organizations
- Community-based organizations
- Providers

PARTNERSHIP HEALTHPLAN of CALIFORNIA
A Public Agency

Request for Applications (RFA):

Local Public Health Department Support for CHA/CHIP Development

Partnership is required to submit our initial Community Reinvestment plan to DHCS in early Q3 of 2026 and every three (3) years thereafter. This timeline is to allow for the alignment of Partnership's Community Reinvestments with other required programmatic timelines for LHJ's CHA/CHIP cycles and BHT Integration Plan processes. The Initial Community Reinvestment plan will also include a summary of input from Partnership's Chief Health Equity Officer and signed attestations of support from the local Public Health Officer and County Behavioral Health Director.

Based on revenue in calendar year 2024, Partnership is expected to begin distributing funds under Community Reinvestments in late 2026. Since Partnership expanded our network in January 2024 to include ten additional counties, DHCS states in their APL that those counties are eligible to receive community reinvestment dollars in late 2027. DHCS guidance and timing on Community Reinvestments policy language does not align with communities who already have CHIP activities in progress; Partnership is not able to fund current CHIP implementation activities and receive acknowledgement from DHCS for Community Reinvestment funding as the program has not yet started.

Partnership is currently reviewing DHCS policy documents and will share key guidance with all county partners before the end of 2025.

Partnership's CHA/CHIP Support Grant Program

Partnership's CHA/CHIP Support Grant Program aims to fulfill Partnership's role in meeting DHCS expectations for MCPs to actively participate in and contribute to local CHA/CHIP processes. More importantly, the grant program further solidifies our mission to help our members, and the communities we serve, to be healthy.

Many of the LHJ's in Partnership's network are in different stages of their CHA/CHIP development and implementation cycles. While DHCS and California Department of Public Health (CDPH) work toward statewide alignment of these processes and programs, with the goal and expectation for all LHJs, MCPs and County Behavioral Health Departments to be on shared, three-year cycles by 2028 and 2029 respectively. In addition to the in-kind staffing and meeting participation, Partnership has made available a unique funding opportunity to all LHJ's in our network. Partnership's CHA/CHIP Support Grant Program is intended to cover CHA/CHIP needs during this timeframe.

Funding Framework

- **Allocation:** Up to $100,000 per county over three years (July 2025 – June 2028)
- **Transition:** This new funding structure replaces the $4,000/year meal support allowance, which ended on June 30, 2025

Request for Applications (RFA):

Local Public Health Department Support for CHA/CHIP Development

• **Primary Purpose:** Funds are intended to support the development and tracking of each county's Community Health Assessment (CHA) and Community Health Improvement Plan (CHIP)*.

*To support counties in transition, Partnership will allow limited flexibility in how the $100,000 grant may be used. Counties may request to apply a portion of the funding to implementation activities tied to a current CHIP—*as long as the core goal of supporting the next CHA/CHIP cycle (2025–2028) is preserved*. Counties that have already submitted a grant application will be given the opportunity to reevaluate and adjust their plan considering this added flexibility.

To request this flexibility, counties must:

1. Demonstrate alignment with a current CHIP:
    - Amount requested
    - Description of the implementation activity
    - Direct reference to the current CHIP
2. Ensure continued support for CHA/CHIP development through 2028:
    - Outline planned CHA/CHIP activities
    - Estimated budget
    - Identify other funding sources (non-Partnership) to support remaining work
3. Acknowledge funding limits:
    - Submit a statement confirming that the $100,000 is the full allocation for CHA/CHIP work through June 2028
    - No additional funding will be provided during this period

E-Contract Review
Approval as to Form

Department Name: Health Services Agency

Vendor Name: Partnership Health Plan of California

Contract Description: For the purpose of funding application for Community Health Assessment/Community Health Improvement Plan

APPROVED AS TO FORM:



Date: 11/10/2025

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Agenda Request Form

File #: 25-2030 **Agenda Date:** 12/9/2025 **Agenda #:** 13.

ENVIRONMENTAL HEALTH

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Environmental Health Director to sign the Amendment No. 2 with HS GovTech (Misc. Agree. 2025-220 and amended by Agree. 2025-255), for the purpose of providing custom reports that are mandated by the state, in an amount not to exceed $10,000, effective upon signing of original agreement through 7/15/2030 with automatic one year renewals thereafter unless terminated

Financial Impact:
Funding for the amendment is available in Health & Safety Account, 524-10100. There is no impact on the General Fund.

Background Information:
The amendment is necessary to include the implementation of custom reports mandated by the state that will allow a single permit printed for an establishment with all the permit numbers and names at that one establishment.

HS GovTech

Contract for HSCloud Suite

Between:
"Customer"
Tia Branton, Director
Tehama County Environmental Health/
Code Enforcement
633 Washington Street RM 36
Red Bluff, Ca 96080
530-527-8020
Submitted

And

"HS GovTech"
HS GovTech USA
436 East 36th Street, Suite 55
Charlotte, NC 28205
www.HSGovtech.com
Contact: Cameron Garrison, Executive Director of Growth and Operations
Phone: 980-309-1749
Cameron@hscloudsuite.com

Agree 2025-220

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This **HS GOVTECH CONTRACT FOR HSCLOUD SUITE** (the "**Agreement**") is made and entered into as of May 19, 2025 (the "**Effective Date**") by and between HS GovTech and the Customer identified on the cover page to which this Agreement is attached. Each of Customer and HS GovTech shall be referred to herein individually as a "**Party**" and together as the "**Parties**."

WHEREAS, HS GovTech is the provider of a web-based permit, financial, and inspection software application (as further defined herein, "**HSCloud Suite**");

WHEREAS, Customer desires to purchase access to all or a portion of the functionality of HSCloud Suite for data management services, including performing inspections in the field using HSCloud Suite, in accordance with the terms and conditions set forth herein.

NOW THEREFORE, the Parties hereto, each in consideration of the mutual promises and obligations assumed herein by the other, agree as follows:

1. Definitions

a) "**Confidential Information**" means any and all data or information in any form or medium (whether oral, written, electronic, or other) that the disclosing Party considers confidential or proprietary or that is otherwise not generally available to the public, or that, by its nature or the circumstances of its disclosure, the receiving Party should reasonably understand to be confidential or proprietary information of the disclosing Party, and includes, but is not limited to, business information, specifications, research, software, trade secrets, know-how, designs, drawings, data, computer programs, customer names and other technical, financial and business information concerning a Party, or any such information of clients or customers of a Party, which is disclosed by or on behalf of such Party to the other Party.

b) "**Custom Configuration**" means alterations to the Standard Application, requested by Customer, to meet specific needs of Customer.

c) "**Customer Data**" means all information, processes, documentation, and data provided or produced by Customer in connection with HSCloud Suite that is not Public Data.

d) "**Decommissioning**" means the process of transitioning Customer away from using HSCloud Suite following termination or expiration of this Agreement, as more particularly set out in Section 9.

e) "**HSCloud Suite**" means HS GovTech's web-based application for permitting, inspections, complaints, and reporting and the associated mobile applications that interface with the web-based application, as more specifically described on Appendix A hereto.

f) "**HSCloud Suite Services Agreement**" means a professional services agreement entered into by and between the Parties pursuant to which HS GovTech provides

Customer with implementation, training, consulting, and other professional services in connection with HSCloud Suite.

g) "**HS GovTech Servers**" means servers operated and maintained by HS GovTech or co-located on which Customer Data and Public Data may be stored and accessible by Customer.

h) "**MyHealthDepartment"** means the citizen portal that allows Customer to interact online with its constituents. This includes the ability to post inspections results online, as well as to apply for permits, renew permits, and pay invoices and fees due to Customer securely online.

i) "**Public Data**" means any and all information entered into or stored in the cloud by Customer, or by HS GovTech on behalf of Customer, that is published and made available to the general public via MyHealthDepartment at the request of Customer, or which is otherwise subject to freedom of information disclosure under any law or regulation applicable to Customer.

j) "**Service Add-Ons**" means features or functionality of HSCloud Suite that are part of the Standard Application but that must be purchased as additional features.

k) "**SOW**" means a Statement of Work entered into by the Parties pursuant to an HSCloud Suite Services Agreement.

l) "**Standard Application**" means application functionality for the HSCloud Suite that is available out-of-the box including the standard configurability options in the system.

m) "**Super User"** means a Customer user that has been delegated – by Customer – authority to perform all administrative functions in HSCloud Suite, including but not limited to; adding Users and managing their permissions, the ability to manage documentation and interact with, and speak for Customer, with support, and to have access to the configuration and system editing tools of HSCloud Suite.

n) "**UAT**" means user acceptance testing.

o) "**User**" is defined as anyone who Customer authorizes to access HSCloud Suite on its behalf, whether or not employed by Customer.

2. Scope of Services

a) HS GovTech will provide Customer with the features and functionality for HSCloud Suite as set out in Appendix A.

b) HS GovTech will provide Customer with training, implementation, and other professional services relating to HSCloud Suite that are not specifically provided hereunder pursuant to an HSCloud Suite Services Agreement which shall set forth the terms and conditions that will apply to such services. In addition, if Customer desires that HS GovTech develops any Custom Configurations for Customer, such development services will be subject to the HSCloud Suite Services Agreement.

3. Right to Use HSCloud Suite

a) Subject to the terms and conditions specified in this Agreement, HS GovTech grants Customer a limited, non-exclusive, non-sublicensable, revocable right during the

Term to use HSCloud Suite as specified in Appendix A, subject to Customer paying the Fee according to the terms set out in Appendix C. The foregoing rights specifically exclude any right of reproduction, sale, lease, sub-license or any other transfer or disposition of HSCloud Suite, or any portion thereof, by Customer; provided, that Customer's Users shall be entitled to access HSCloud Suite on Customer's behalf.

b) The Fee is calculated based on the specifications set forth in Appendix A as of the Effective Date. Upon mutual agreement of the Parties with respect to the addition of any new modules, functionality, or expansion of use of HSCloud Suite by Customer following the Effective Date, Appendix A will be amended to reflect the changes, and Appendix C will be amended to reflect any adjustments to the Fee to reflect the changes.

c) HS GovTech will provide sufficient software access rights and upgrades of the supporting software required for the number of Users and scope as defined in Appendix A, subject to Customer's payment of the associated Fee.

d) Customer is responsible for and agrees to abide by all the provisions of this Agreement, and will ensure that all Customer personnel with access to HSCloud Suite comply with the terms of this Agreement.

e) Customer acknowledges and agrees that its access to, and accordingly its use of, HSCloud Suite is at all times subject to the following limitations:

   i. No Modification or Reverse Engineering—Customer will not directly or indirectly modify, or in any way alter (excluding configuration expressly permitted by the documentation) the whole or any part of HSCloud Suite, nor will Customer translate, decompile, disassemble, reconstruct, decrypt, or reverse engineer the whole or any part of HSCloud Suite.

   ii. No Demonstration with Intent to Replicate—Customer shall not demonstrate HSCloud Suite to a competitor in whole or in part, or any other company or person with the intent to create a similar or like product.

   iii. No Rental or Timeshare Use—Except as permitted herein, Customer will not directly or indirectly license, sublicense, sell, resell, transfer, assign, distribute, rent, lease, or otherwise commercially exploit HSCloud Suite in any way, nor will Customer use HSCloud Suite in a computer service business, service bureau, hosting or time-sharing arrangement.

   iv. Unauthorized Equipment—Customer will only use HSCloud Suite on computing devices which are supported by HS GovTech and which meet the minimum system requirements specified by HS GovTech.

   v. Proprietary Notices—Customer will not directly or indirectly remove any proprietary notices, labels or marks from HSCloud Suite or other materials, including those indicating any intellectual property rights of HS GovTech or any third party unless otherwise agreed between the Parties in writing.

4. Ownership of Software and Data

a) HS GovTech warrants to Customer that HS GovTech has all necessary rights and licenses with respect to the HSCloud Suite as required for HS GovTech to provide HSCloud Suite to Customer in accordance with the terms set forth herein.

b) All Customer Data and Public Data, whether entered into or stored in the system by Customer or by HS GovTech on behalf of Customer, is and will remain the sole property of Customer. Customer represents, warrants, and covenants that Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Data so that, as provided in accordance with this Agreement, the Customer Data does not and will not infringe, misappropriate, or otherwise violate any intellectual property rights, or any privacy or other rights of any third party or violate any applicable law.

c) Customer hereby grants HS GovTech the irrevocable, royalty-free license during the Term of this Agreement to use, copy and otherwise exploit the Customer Data and the Public Data for the express purpose of exercising its rights and performing its obligations pursuant to this Agreement or the HSCloud Suite Services Agreement, including to extract, derive, compile, and publish the Public Data, and for any other purpose permitted hereunder or pursuant to the HSCloud Suite Services Agreement. Customer acknowledges that whether HSCloud Suite uses HS GovTech Servers or third-party servers, the supporting software will transmit data to HS GovTech Servers for the purpose of performing functions on the data required by this Agreement and to collect the Public Data.

d) EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, HSCLOUD SUITE IS PROVIDED "AS IS" AND "AS AVAILABLE." HS GOVTECH SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, HS GOVTECH MAKES NO WARRANTY OF ANY KIND THAT HSCLOUD SUITE, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY USERS' OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. ALL THIRD PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD PARTY OWNER OR DISTRIBUTOR OF THE THIRD PARTY MATERIALS.

5. Obligations of Customer

Customer will designate staff members to provide the following functions under this Agreement:

a) Customer Administrator: This individual is responsible for Administrator functions within the system, for Customer.

b) Customer agrees to designate a replacement Administrator within thirty (30) days if the primary is unable to serve in that capacity or leaves Customer's organization.

c) Customer will provide access to HS GovTech's online learning material for all Users using HSCloud Suite.

d) If Customer supplies the computing devices to operate the supporting software, Customer is responsible, with support from HS GovTech, to install HSCloud Suite on Customer's computing devices. If HS GovTech supplies the necessary computing devices, HS GovTech will pre-install and configure the supporting software on such devices.

e) Customer will pay the Fees set out in Appendix C on the terms and conditions provided therein.

6. Software System Upgrades and Changes

a) The Fee includes all subsequent core system configurations and changes instituted by HS GovTech after deployment in conjunction with Customer's specific needs and requirements. It does not include any custom development, such as design changes to modules deployed for Customer that are outside the normal configuration options of HSCloud Suite. Phone number, office address, Customer logo changes, print forms (i.e., permits, inspections, etc.) are modifiable for no additional fee (if mandated by state or local ordinance changes). Changes that are discretion designed in nature, but not regulatory, are only covered once per year. Non regulatory changes greater than once per year, will be billed as a change fee. A year is defined by a rolling twelve-month basis.

b) HS GovTech will use commercially reasonable efforts to minimize any changes to minimum system requirements for the HSCloud Suite resulting from system upgrades and changes.

7. Intellectual Property

a) HSCloud Suite and all intellectual property and other rights therein will, at all times, remain the property of HS GovTech. Subject only to the use rights granted herein, nothing in this Agreement grants any right, title, or interest in or to (including any license under) any intellectual property rights in or relating to, HSCloud Suite, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in and to HSCloud Suite are and will remain with HS GovTech and its licensors.

b) If Customer provides any input, feedback, suggestions, ideas or proposals regarding HSCloud Suite ("**Feedback**"), and such Feedback is not provided in connection with the development of a Custom Configuration or otherwise specifically on a confidential basis, Customer grants HS GovTech a non-exclusive, perpetual, and royalty-free license to use all such Feedback without restriction, provided, that such Feedback is given to HS GovTech on an "as is" basis and Customer does not provide any warranty regarding the Feedback.

8. Term

a) The term of this Agreement will be five years from the Effective Date (the "**Initial Term**").

b) This Agreement will automatically renew under the same terms and conditions for consecutive one year periods (each, a "**Renewal Term**" and together with the Initial Term, the "**Term**") at the expiration of the Initial Term and each subsequent Renewal Term unless:

   i. Customer and HS GovTech enter into a new written agreement which replaces this Agreement, or;

   ii. Customer or HS GovTech provides the other Party with written notice of termination of this Agreement at least sixty (60) days prior to the end of the Initial Term or the applicable Renewal Term, as the case may be.

9. Termination

a) Should either Party materially breach any provision contained in this Agreement and not correct or substantially cure such breach within sixty (60) days after receipt of written notice by the other Party of such breach, then in addition to any other remedies set forth herein, or available in law or in equity, this Agreement may be terminated by the non-breaching Party. Notwithstanding the foregoing, with respect to Customer's payment obligations hereunder, if Customer fails to make a payment within thirty (30) days of the applicable due date, such failure shall constitute a material breach, and Customer shall only have an additional thirty (30) days to cure such breach following notice from HS GovTech.

b) In the event either Party ceases its business operations, makes a general assignment for the benefit of creditors, is adjudged bankrupt, or becomes insolvent, then the other Party may, at its sole discretion, terminate the Agreement upon thirty (30) days notice to the other Party and the provisions set out in Section 9 for Decommissioning will not apply.

c) In addition, HS GovTech may, directly or indirectly, and by use of a disabling device or any other lawful means, suspend, terminate, or otherwise deny Customer's, or any User's, access to or use of all or any part of HSCloud Suite, without incurring any resulting obligation or liability, if: (i) HS GovTech receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Provider to do so; or (ii) HS GovTech believes, in its good faith discretion, that: (A) Customer or any User has failed to comply with any material term of this Agreement, or accessed or used HSCloud Suite beyond the scope of the rights granted or for a purpose not authorized under this Agreement or in any manner that does not comply with any instruction or requirement provided by HS GovTech; (B) Customer or any User is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with HSCloud Suite; or (C) this Agreement expires or is terminated. This Section 8(c) does not limit any of HS GovTech's other rights or remedies, whether at law, in equity, or under this Agreement.

10. Decommissioning

a) Upon termination of this Agreement, or its expiration without replacement, (i) Customer will immediately cease using HSCloud Suite, and (ii) HS GovTech will transmit all Customer Data stored on HSCloud Suite to Customer and securely erase such Customer Data from HSCloud Suite within thirty (30) business days of the effective date of termination or expiration, as the case may be. Customer Data will be provided in a SQL backup file (.bak file), or comma delimited if requested by Customer. For Decommissioning to occur, all outstanding monies owed to HS GovTech by Customer must be paid in full at the time of Decommissioning. If Customer is in arrears at the time of termination or expiration of the Agreement, Customer will begin its thirty (30) day Decommission cycle upon full payment of all outstanding amounts owed to HS GovTech. HS GovTech will permanently delete all Customer Data after Decommissioning within ninety (90) days of the date of termination or expiration of this Agreement.

11. Confidentiality

a) Each Party agrees to protect the Confidential Information of the other Party in the same manner that it protects the confidentiality of its own proprietary and confidential information of a like kind, but in no case less than reasonable care, and will not use the Confidential Information of the other Party, except in connection with the performance of its obligations under this Agreement or as permitted by this Agreement. The confidentiality provisions set forth in this Agreement will remain in full force and effect in perpetuity.

b) Upon termination or expiration of this Agreement or upon the written instruction of the Party owning Confidential Information, the other Party will return or destroy the requesting Party's Confidential Information. For purposes of the foregoing, a Party will be deemed to have destroyed electronic Confidential Information when it executes an application - or operating system-level, commercially reasonable delete function on it, provided that thereafter it does not conduct or permit any recovery or restoration of the same.

c) Each Party will be responsible to the other for any disclosure of Confidential Information that is not permitted by this Agreement to the extent caused by such Party and for any failure by such Party to comply with the terms hereof. Each Party will indemnify and hold harmless the other, from and against any and all claims arising out of any breach by it of this Section 11(c).

d) The obligations of confidentiality set out in this Section 11 will not apply in respect of uses or disclosures of Confidential Information where:

   i. The Party disclosing such Confidential Information consents in advance in writing,

   ii. Disclosure is required to comply with any applicable law, judicial order or stock exchange rules, provided that the Party proposing to disclose the Confidential Information gives the other Party reasonable, sufficient notice as may be practicable in the circumstances to contest or protect the required disclosure, or

iii. The Party proposing to use or disclose the Confidential Information can establish with documentary evidence that, other than as a result of a breach of this Agreement, The Confidential Information:

A. is available in the public domain or is Public Data,
B. was disclosed to it by a third party without violating confidentiality obligations, or
C. was already known by it or was subsequently developed by it without any use of Confidential Information of the other Party.

12. Protected Health Information

a) HS GovTech will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic protected health information (PHI) included in the Customer Data in accordance with the NIST 800-53 Security Guide should Customer require that HS GovTech, subcontractor(s) or agent(s) create, receive, maintain, or transmit PHI data on behalf of Customer. PHI data shall be protected against unauthorized access, disclosure or modification, theft, or destruction.

b) HS GovTech will use encryption that is in accordance with NIST Special Publication 800-111 Guide to Storage Encryption, including the use of standards-based encryption format using triple-DES (3DES), or the Advanced Encryption Standard (AES), or their successors.

c) Backups of PHI will be encrypted in accordance with secure methods as listed in NIST Special Publication 800-111 Guide to Storage Encryption, including off-site storage in a physically secure location with secure access controls to authorized personnel. Backup schedules shall be maintained to ensure timely availability and integrity of data.

d) HS GovTech will implement technical security measures including mechanisms to encrypt and decrypt electronic PHI "at rest" and "during transmission" over an electronic communications network, including the internet, consistent with NIST Special Publications 800-52, 800-77 and Guidelines as appropriate to comply with Federal Information Processing Standards in the protection of PHI.

e) HS GovTech will perform an independent audit of its data centers at least annually at its expense and provide a redacted version of the audit report to Customer upon request. HS GovTech may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third party audit.

f) HS GovTech will provide reports or additional information upon request of Customer and access by Customer or designated staff to HS GovTech's facilities and/or any location involved with providing services to Customer or involved with processing or storing Customer Data, and HS GovTech shall reasonably cooperate with Customer staff and audit requests submitted under this Section. Any Confidential Information of either Party accessed or disclosed during the course of the security audit shall be treated as set forth under this Agreement or applicable laws or regulations. Each Party shall bear its own expenses incurred in the course of conducting this security

audit. HS GovTech shall at its own expense promptly rectify any non-compliance identified by the security audit and provide proof to Customer thereof.

g) HS GovTech will report any security incident to the appropriate Customer identified contact immediately. If HS GovTech has actual knowledge of a confirmed data breach that affects the security of any Customer Data that is subject to applicable data breach notification law, HS GovTech shall:

   i. Promptly notify the appropriate Customer identified contact within 24 hours or sooner, unless a shorter time is required by applicable law,

   ii. Take commercially reasonable measures to report perceived security incidents to address the data breach in a timely manner,

   iii. Cooperate with Customer as reasonably requested by Customer to investigate and resolve the data breach,

   iv. Promptly implement necessary remedial measures, if necessary, and

h) Document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

i) Access to Customer Data will be restricted to authorized personnel. Security measures will be enforced to ensure the integrity, security and availability of the system and data resources. HS GovTech will be subject to HIPAA/HITECH Breach Notification requirements of unsecured Protected Health Information. All HS GovTech personnel assigned to this task order will be subject to appropriate security clearances granted in accordance with their assigned duties and responsibilities. All HS GovTech personnel will be informed of their security responsibilities and be subject to security monitoring and audits to ensure compliance to security clearances.

j) HS GovTech will deliver to Customer its annual SOC2 Type 2 audit within thirty (30) days of request, if formally requested.

13. Indemnification

a) HS GovTech shall defend, indemnify and hold harmless Customer and its officers, directors, employees, agents, successors, and assigns from and against any and all liabilities, claims or demands arising out of any third party claim that HSCloud Suite infringes or misappropriates such third party's United States patents, copyrights, or trade secrets. The foregoing obligation does not apply to the extent the alleged infringement arises from (i) third party materials or Customer Data, (ii) access to or use of HSCloud Suite by Customer in combination with any hardware, system, software, network, or other materials or service not specified by HS GovTech for use with HSCloud Suite, (iii) Customer's failure to comply with its obligations pursuant to Section 4(d), or (iv) any acts or omissions of Customer or its personnel. Customer will immediately provide notice to HS GovTech in the event of any such claim, and HS GovTech will have the right to defend and settle any such claims.

b) Customer shall defend, indemnify and hold harmless HS GovTech and its officers, directors, employees, agents, successors, and assigns from and against any and all

liabilities, claims or demands arising out of any third party claim based on Customer Data, including any processing of Customer Data in accordance with this Agreement, and any other materials or information (including any documents, data, specifications, software, content, or technology) provided by or on behalf of Customer or any User, including HS GovTech's compliance with any specifications or directions provided by or on behalf of Customer or any User to the extent prepared without any contribution by HS GovTech.

c) Each Party shall promptly notify the other Party in writing of any claim for which such Party believes it is entitled to be indemnified pursuant to Section 13(a) or Section 13(b), as the case may be. The Party seeking indemnification (the "**Indemnitee**") shall cooperate with the other Party (the "**Indemnitor**") at the Indemnitor's sole cost and expense. The Indemnitor shall promptly assume control of the defense at the Indemnitor's sole cost and expense. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. The Indemnitor shall not settle any claim without the Indemnitee's prior written consent, which shall not be unreasonably withheld or delayed. If the Indemnitor fails or refuses to assume control of the defense of such claim, the Indemnitee shall have the right, but no obligation, to defend against such claim, including settling such claim after giving notice to the Indemnitor, in each case in such manner and on such terms as the Indemnitee may deem appropriate. The Indemnitee's failure to perform any obligations under this Section 13(c) will not relieve the Indemnitor of its obligations under this Section 13, except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure.

d) Customer acknowledges that HSCloud Suite provided by HS GovTech constitutes part of an information system to be used by Customer, its staff, employees, and authorized agents in the performance of their professional responsibilities and is in no way intended to replace their professional skill and judgment.

e) THIS SECTION 13 SETS FORTH CUSTOMER'S SOLE REMEDIES AND HS GOVTECH'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT HSCLOUD SUITE OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

14. Limitations of Liability

a) IN NO EVENT WILL HS GOVTECH OR ANY OF ITS LICENSORS, SERVICE PROVIDERS, OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (I) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (II) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION, OR DELAY OF THE SERVICES, OTHER THAN FOR THE ISSUANCE OF ANY APPLICABLE SERVICE CREDITS PURSUANT TO THE SERVICE LEVEL

AGREEMENT; (III) LOSS, DAMAGE, CORRUPTION, OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (IV) COST OF REPLACEMENT GOODS OR SERVICES; (V) LOSS OF GOODWILL OR REPUTATION; OR (VI) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

b) IN NO EVENT WILL THE AGGREGATE LIABILITY OF HS GOVTECH ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL AMOUNTS PAID TO HS GOVTECH BY CUSTOMER UNDER THIS AGREEMENT IN THE ONE YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

15. Notice

a) All notices provided under this Agreement will be in writing and will be sent by certified mail, return receipt requested, or by email to the people and addresses set out below, or to such other addresses as either Party may specify by notice to the other Party. All notices sent by certified mail will be effective upon the date of receipt. Notices sent by email will be immediately effective on the date of transmission if sent during regular business hours, or on the next business day if sent outside of regular business hours.

To HS GovTech:

HS GovTech Solutions Inc.
436 East 36th Street, Suite 55, Charlotte, NC 28205
Telephone: 866-860-4224 ext 1004
Website: www.hsgovtech.com
Contact: Cameron Garrison, Executive Director of Growth & Operations
Cameron@hscloudsuite.com

To Customer:

CONTRACT CONTACT	
Name	**Tia Branton, Direcot**
Address	**633 Washington St RM36, Red Bluff, CA 96080**
Phone	**530-527-8020**
Email	tbranton@tehama.gov

ACCOUNTS RECEIVABLE CONTACT	
Name	Lori S Mueller
Address	633 Washington St. RM 36 Red Bluff 96080
Phone	530-527-8020
Email	lmueller@tehama.gov

b) If normal mail service or email are interrupted by a Force Majeure (as defined below) or other cause, then a notice sent by the impaired means of communication will not be deemed to be received until received, and the Party sending the notice will use any other such services which have not been so interrupted or will deliver such notice in order to ensure prompt receipt thereof.

16. General

a) Neither Party is liable for any delay, interruption, or failure in the performance of its obligations hereunder if caused by acts of God, war, declared or undeclared, fire, flood, storm, landslide, earthquake, such Party's failure or inability to obtain equipment, supplies or other facilities not caused by a failure to pay, labor disputes, or other similar events beyond the reasonable control of the Party affected (each, a "**Force Majeure**") that may prevent or delay such performance. If any such act or event occurs or is likely to occur, the Party affected will promptly notify the other Party, giving reasonable particulars of the event. The Party so affected will use reasonable efforts to eliminate or remedy the event.

b) This Agreement and the schedules and all attachments attached hereto and referenced herein will constitute the entire Agreement of the Parties and will supersede all prior negotiations, proposals, and representations, whether written or oral with respect to the subject matter hereof.

c) This Agreement may not be modified except by subsequent agreement in writing executed by authorized representatives of both Customer and HS GovTech.

d) It is mutually agreed by and between the Parties that the relationship between Customer and HS GovTech will be that of independent contractors and no principal-agent or employer-employee relationship is created by this Agreement.

e) It is mutually agreed by and between the Parties that if any section, subsection, sentence, clause, phrase, or portion of this Agreement will be for any reason held invalid, unenforceable, or unconstitutional by a court of competent jurisdiction, such portion will be deemed a separate, distinct and independent provision and such holding will not affect the validity of the remaining portions thereof.

f) It is mutually agreed and acknowledged by and between the Parties that any breach by it of this Agreement with respect to the intellectual property rights or Confidential Information of the other Party may cause the other Party immediate and irreparable harm for which monetary damages would not be adequate to compensate such other Party, and so upon such a breach the other Party may seek injunctive or other equitable relief against the breaching Party from any court of competent jurisdiction without establishing the inadequacy of monetary damages, proof of actual harm or posting any bond or security.

g) This Agreement will be governed by and construed in accordance with the laws enforced from time to time in the State of California and the federal laws of the United States applicable therein, without reference to their conflicts of laws principles.

h) The captions and headings appearing in this Agreement are inserted for convenience only and do not form a part of this Agreement and are not intended to interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

i) This Agreement will ensure to the benefit of and be binding upon the Parties hereto and their respective heirs, executors, administrators, personal representatives, successors, and assigns. Customer may not assign or transfer any interest in this Agreement without the prior written consent of HS GovTech.

j) Whenever the singular or masculine is used herein, the same will be deemed to include the plural or the feminine of the body politic or corporate where the context of the party so requires.

k) This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the Effective Date.

For HS GOVTECH SOLUTIONS INC.:

6/16/2025 Eric Thomas
Date **Eric Thomas, CEO**

For CUSTOMER:

6/16/2025 Tia Branton
Date **Tia Branton, Director**

_05/20/25__ Ashley Franco_____
Date **Ashley Franco, VP of Professional Services**

HS GOVTECH

Appendix A – HSCloud Suite Functionality

Enablement Project Services

Scope of Services

This section describes the scope of the Project that the Customer and HS GovTech agree is needed to meet the Project objectives. The scope of this Project is based upon information gathered by HS GovTech, as well as information provided by the Customer during demonstrations. Listed below is the scope of work that will be performed and is predicated on the assumptions listed in Section **Operating Assumptions** of this SOW.

Should the Project scope be required to change at any time during this Project's lifecycle, those changes will be managed as described in section **Change Order Process** of this SOW.

In Scope

Program Areas to include EH/CUPA

- Food (Retail, Cottage, Mobile, Temp)
- CUPA (UST/AST Program, Hazardous Waste Program, CALARP program)
- HazMat
- Solid Waste and Liquid Waste Vehicles
- Wells
- Waste Tire
- Water
- Pools
- Solid and Medical Waste
- Body Art
- Childhood Lead

Program Defined as - A standard Program with no customizations in the HS GovTech system, includes the following utilities, workflow and features.

Standard Workflow Utilities

Address Manager	Establishment Manager	Permit Manager
Contact Manager	Invoice and Fee Manager	Inspection Manager
Plan Review Manager	Temporary Event and Temporary	Event Vendor Managers
Complaint Manager		

Features within the Standardized Workflow

- Bulk Invoicing for Annual Permit Renewals/Fees
- Unique Fee Schedule Management
- Ability to Bulk Import Check Payment Data
- HSMobile Inspection App
- Inspection Scheduler for Routine and Follow-up Inspections
- Violation Library Data Management Tool
- Public Facing Citizen Portal Inspection Results Posting Page (standard format)
- Standard Time Log Time ~~Tacking~~ Tracking Utility
- Standard Attachments Utility on all Utilities
- Standard "Record Summary" print friendly view for all utilities/records

- Conversation Manager Interactive Emails Feature
- Ability to Mass Email System Contacts through Primary Workflows
- Standard Print Engine and Expected Configurable Forms*
- Standard HS Analytics Platform with Standard Reports**
- Financial, and receipting module, for all programs included in system
    - HS PayCORE (third party vendor would be additional fee) - Ability to use system for credit, debit, and ACH payments - including online by operators.

Standard Print Engine

- Ability to Print the following HSGovTech Generic forms or an Agency Provided Official Form:

Form Name	QTY
Permit Form	1
Inspection Form	1
HS GovTech Standard Complaint Form	1
HS GovTech Standard Invoice Form	1
HS GovTech Standard Receipt Form	1

- Ability to Bulk Print Invoices via the Bulk Invoicing Standard Utility
- Ability to Bulk Print Forms via the standard List View for Permits, Inspections, Complaints, and Invoices

HS Analytics Standard Reports

Accounting Report	Deposit Report	Inspection Dashboard
Inspection Overview Report	Inspection Violation Report	Invoices Account Report
Permissions Report	Permit Info Report	Productivity Report
Time Tracking Report	Record History Report	Completed & Average Report
Directors Report		

Data Conversion Services

Data Conversion is the process of receiving data from another source, and processing it and importing it into the HS Govtech Software.

Data Conversion requested from existing database into HSGT data conversion structure spreadsheet done by agency. *(If agency decides to have data conversion done by HSGT, would be an additional $13,800)

Included with Standard Data Import Process:

- File Types: *.bak, *.mdf, *.txt, *.csv *.xls(x)
- Initial Data Review, Cross Walk, Processing and Import
- 2 Rounds of Remediation on the Initial Import Process

- Final Go Live Data Processing and Import
- Historical Violation Libraries for all inspection data not generated from HS Cloud
- Financial Data includes only open invoices (IE containing a balance)
    - All other Historic Data will be imported into historical utility

NOTE - Files provided in Excel need to meet certain criteria for acceptance:

- Each column must have a unique column name
- There must be only one header row
- All data should be in a single tab within the spreadsheet
- No cells may be merged
- No images may be present

Not Included with Data Import Process

- File Types:*.dbf, *.log, images, pdfs, *.dat
- Data De-Duplication and Sanitizing
- Additional Remediation Rounds
- Data Sets Submitted not listed in this appendix
- Attachments

Out-of-Scope

The In Scope section above describes the Services that HS GovTech will perform. Other services are not included. The process described in section **Change Order Process** can be used to add items to the scope.

Specialized Customization Requiring Development Resources (Non-Standard):

- There is no data conversion from existing databases to HS Cloud Suite for the program areas listed above in this agreement.
- No complex Mathematical Calculations on Fields
- No complex logic for changing values of fields, based on the value of another field, or filtering drop down values
- No specialized logic for triggering the creation of invoices/fees
- No specialized logic for the triggering of record creation or the automation of steps within a workflow process

Project Enablement Approach

The approach described in this section reflects a combination of HS GovTech's' best practices and experiences in providing enablement services to other HS GovTech's customers. HS GovTech's enablement methodology provides a simple and efficient, proven approach, . Unless otherwise agreed, the Project will use this approach.

Enablement Methodology

Project methodology is carried out in the simplified phases defined below:

- Engage
- Enable
- Ensure
- Execute
- Exceed

.

HS GovTech's Enablement Methodology, in conjunction with the assumptions stated in Section **Operating Assumptions**, has been used to estimate all activities in this SOW.

Project Enablement Team

This section defines the organizational structure that could be utilized on this engagement.

HS GovTech's Management

HS GovTech will assign the following levels of management to support the professional services associated with this SOW / contract's referenced in section implementation phased activities:

HS GovTech's Project Enablement Manager – is responsible for the successful management and completion of the Project scope (Activities, Tasks, and Deliverables) in this SOW and for monitoring the HS GovTech team assigned to the effort to assure their performance is in accordance with this SOW and the Project Schedule. In addition, the HS GovTech's Project Enablement Manager will manage the "Change Order Process" defined in Section **Change Order Process.**

HS GovTech's Executive – is responsible for any matters brought for escalation and participates in the Project Steering Committee when HS GovTech's Program Manager or Customers' Project Manager requests such presence.

Project Phases

This section describes the activities and the tasks to be performed, the responsibilities of each organization while performing the activities, the deliverables to be produced, the project enablement burndown of hours, and the project charges.

Operating Assumptions

- The HS GovTech's Project Enablement Manager will control all changes to this SOW via the initiation of the Project Change Order Process described in section Change Order Process of this SOW. All mutually agreed-upon changes will become part of this SOW.

- The HS GovTech Project Enablement Manager will be responsible for coordinating as set forth in Section Enablement Phase with customer's decision point of contact.
- Any activities, tasks, or Deliverables not specifically stated in this SOW are, by default, excluded from the work to be performed by HS GovTech, unless included by mutual agreement via the Change Order Process.
- All hours and days are business hours and days.
- Working hours are local to the office each resource is working.
- HS GovTech services will be performed at HS GovTech site(s)
- HS GovTech will be hosting (1) HS Cloudsuite Environment. Any additional required environment(s) will have cost implications.
- Any third-party products not outlined in this SOW will be subject to the Change Order Process.
- A request for a revised schedule (Exceeding number of hours) must be reviewed and approved within three (3) days of presentation by the Customer's leadership in writing and will be subject to additional fees and costs incurred.
- The Project commences with an overview of the Standard HS Cloudsuite Platform to allow the Customer stakeholders to be exposed to the most current release of HS Cloudsuite.
- Customer will be responsible for executing the user acceptance plan. HS GovTech may provide limited support and guidance during this phase of the enablement project and will be subject to the Change Order Process.
- Customer will be responsible for assigning testing resources according to the mutually agreed upon plan and in accordance with the mutually agreed upon allotted timelines.

Phase Activities

Engagement Phase

Tasks Associated with this Activity:

- Initial Demonstration with Sales Team
- Confirm the standard enablement project requirements with Enablement Team
- Final Demonstration
- Contracting Process

Deliverables:

- Signed Contract

Enablement Phase

Tasks Associated with this activity:

- Sales handoff to Professional Services

- Enablement PM Kickoff
    - Cadence with customer established
    - Confirmation of requirements for programs selected
- Enablement
    - Check-ins with customer per cadence
    - Timeline Burndown Review
    - Documentation creation for UAT(testing)

Deliverables:

- Project Status Updates
- Testing Documentation

Ensure Phase Activities

Tasks Associated with this activity:

- HSGT testing on all programs end to end
- Tweak or fix any internal issues found
- PM - Ensure phase check in with customer
    - Turn over all documentation
    - Walk through use cases
- Customer UAT (1-2 weeks)
    - PM Triage any critical issues
    - Remediate or Reject
    - PM - Change orders created for new functionality
- Close out Ensure Phase
    - PM - Alert client of movement to execute phase
- Customer Enablement train the trainer
    - Prepare customer train-the-trainer materials if needed

Customer Responsibility:

- Execute UAT within the designated timeframe
- Prepare end user training curriculum
- Prepare go-live transition guides for customer's end user staff

Deliverables:

- Review Customer UAT summary report
- Customer training curriculum, transition guides, training materials, as appropriate
- For details on UAT, please refer to **Appendix D: User Acceptance Test**

Execute Phase Activities

Tasks Associated with this activity:

- PM sets date immediately following UAT
- Confirm environment ready for go live execution

- PM to allocate resources needed to execute go-live
- PM to Introduce support staff and process according to SOW

HS GovTech Responsibility:

- Obtain Sign-Off on all Named Project Deliverables
- Conduct a Lessons Learned session and distribute documented results to participants
- Conduct End Meeting to review, discuss and finalize all the above

Customer Responsibility:

- Participate in the Definition, Development, and Review of Deliverables
- Participate in the Lessons Learned session
- Participate in End Review meeting

Deliverables:

- Standard Platform Components Defined in the SOW

Exceed Phase Activities

- Enablement PM to Support Services handoff
- Enablement PM to set post enablement audit with customer (lessons learned)
- Support to establish cadence with customer (monthly check-ins)
- Support to suggest any additional billable training if needed
- Account manager introduction for first QBR

Schedule

HS GovTech' estimated Project schedule to perform the tasks outlined in this SOW is approximately ***16*** weeks from project kickoff. A project phase timeline will be developed according to the project's **Project Engagement Phase.**

Set Up Fee Estimate

HS GovTech's estimated total charges to perform its HS Coudsuite responsibilities as described in this document on a time and materials basis is $42,000.00 less 15% mass California adoption discount equaling $35,700.00 This estimate includes 275 hours in project enablement services. This estimate provides the Customer with a high-level estimation based on the information provided at the time this SOW was prepared.

Estimated Timeline: 4 months

Appendix A-1 Go Live Criteria

Go-live is determined as the milestone where Customer provides HS GovTech formal approval that the HSCloud Suite implementation has reached the point where the programs listed in **"Appendix A - HSCloud Suite Functionality"** have met the In Scope criteria approved during the engagement phase.

The following Go Live Criteria checklist represents at a high level the criteria HS GovTech will measure to ensure that the project has reached the Go Live Milestone.

- **Configuration**
  - The configurations, including print forms, have been completed for programs listed in "Appendix A - HSCloud Suite Functionality"
  - Standard Reports have been deployed for HS Analytic

- **User Acceptance Testing (UAT)**
  - Approved customer UAT closure based on the HSGT provided testing plans.
  - Issues identified during UAT have been identified and resolved.

- **Training**
  - Train the trainer has been completed for customer identified staff in accordance with the terms of the HSCloud Suite Services Agreement.

Appendix A-2 Included Support

Hosting:

a) Service includes web hosting, data storage, data backup and publishing public data, which includes inspection information configured to meet the requirements of Customer.

b) HS GovTech will make reasonable efforts to ensure that the system servers are available at 99.99% availability per calendar month on all its services subject to any Force Majeure. HS GovTech provides a Service Level Agreement (SLA) for its clients. Please see the SLA attached as Appendix B.

c) HS GovTech will allow access, via the internet, to the system servers.

Support and Maintenance:

Any issue or needs with ongoing use of the system can be handled by using the HSCloud Support feature. Full instructions on usage will be provided by product support staff. During usage, any bugs encountered will be fixed within three (3) business days. Any change or additional functionality requests - outside the scope of this Agreement - will be reviewed and assessed, and if approved, a quote for the work will be provided.

HS GOVTECH

Appendix A3 - Platform Service Level Agreement (SLA)

Bug Remediation & Response Service Level Agreement (SLA)

1. Overview

This Service Level Agreement ("SLA") outlines the response and resolution times for verified software defects ("bugs") reported by customers of [Company Name]'s SaaS platform. The objective is to ensure timely and effective resolution of issues impacting system functionality and user experience in production.

2. Severity Classification & Remediation

Verified bugs reported by customers will be classified into four severity levels based on impact and urgency. The following table defines these levels along with their respective response and resolution targets:

Severity 1 - Critical (Blocker)

- **Definition:** A complete system outage, data corruption, or any issue that prevents all users from accessing the platform with no available workaround.
- **Response Time:** Within 1 hour (24/7 support) or within 4 business hours .
- **Resolution Target:** Best effort to resolve within 24 hours of verification or emergency hotfix deployment as soon as possible.

Severity 2 - High (Major Issue)

- **Definition:** Major functionality is impaired, significantly affecting business operations. A workaround may exist but is not ideal.
- **Response Time:** Within 4 business hours of verification.
- **Resolution Target:** Fix provided within 2–5 business days of verification potentially in a scheduled patch release.

Severity 3 - Medium (Moderate Issue)

- **Definition:** A non-critical function is impaired, but core business operations can continue. Workarounds are typically available.
- **Response Time:** Within 1 business day of verification
- **Resolution Target:** Fix included in the next planned release (typically within 2–4 weeks of verification).

Severity 4 - Low (Minor Issue / Enhancement Request)

- **Definition:** Cosmetic issues, minor usability concerns, or feature requests that do not impact business functionality.
- **Response Time:** Within 2 business days of verification.
- **Resolution Target:** Considered for a future release, with no committed timeline.

3. Customer Responsibilities

To ensure timely bug resolution, customers must provide:

- A clear description of the issue, including screenshots or error messages.
- Steps to reproduce the bug.
- Impact assessment (e.g., number of users affected, business impact).

4. Exclusions

This SLA does not apply to:

- Issues caused by customer-side misconfiguration or third-party integrations.
- Scheduled maintenance and planned downtime.
- Force majeure events beyond [Company Name]'s control (e.g., natural disasters, internet service disruptions).

5. Contact & Support Hours

- **Standard Support Hours:** [Insert support availability, e.g., 9 AM – 6 PM, Monday to Friday]
- **Emergency Support:** Available 24/7 for Severity 1 issues via [support email/phone].

6. Review & Updates

This SLA is subject to periodic review and updates to align with business needs and customer feedback.

Network Availability
Network uptime occurs when the functionality of all HS GovTech network infrastructure including cabling, switches, and routers, is operating as designed. Network downtime occurs if the HS GovTech Servers are unable to transmit and/or receive data, and if Customer opens a service ticket for the incident in the Customer system ticket tracking module. The HS GovTech network will be available 99.99% of the time, excluding scheduled maintenance or upgrades approved by both Customer and HS GovTech. Should a network outage occur that results in Customer system unavailability, HS GovTech will credit Customer 5% of the [Annual] Fee for every additional one (1) hour of downtime, up to but not exceeding 100% of one [monthly payment]. These credits will be applied toward future Fee payments.

Infrastructure Guarantee
Critical systems include all power and HVAC infrastructure, UPS equipment, and cabling. Power supplies of individual servers are not included (see below for Hardware Guarantee). Critical systems downtime occurs when a HS GovTech server assigned to a Customer system is shut down because of power or heat problems, and if Customer opens a service ticket for the incident in the Customer system ticket-tracking module. Critical system downtime is measured from the time the Customer ticket is opened to the time the issue is resolved and the HS GovTech server comes back online. HS GovTech critical systems, including power and HVAC, are available 100% of the time, excluding scheduled maintenance periods. Should an outage

due to critical system failure occur, HS GovTech will credit Customer 5% of the [annual] Fee for every additional one (1) hour of downtime, up to but not exceeding 100% of one [annual] payment. These will be applied toward future Fee payments.

Hardware Guarantee
Hardware is defined as the processor(s), RAM, hard disk(s), motherboard, NIC card, and other related components included in the HS GovTech server assigned to the Customer system. All hardware components directly relating to the Customer system will function properly and any failed component will be replaced immediately at no additional Customer cost. The replacement process will begin when the cause of the problem has been determined. Hardware replacement is guaranteed to take no more than two (2) hours. In the event that the replacement takes more than two (2) hours, HS GovTech will credit Customer 5% of the [annual] Fee for every additional one (1) hour of downtime, up to but not exceeding 100% of one [annual] payment. These credits will be applied toward future Fee payments.

Maintenance and Escalation (scheduled and unscheduled)
HS GovTech will notify Customer at least forty-eight (48) hours in advance of any scheduled network downtime for maintenance and service. In the event of an unscheduled outage, HS GovTech will immediately notify the Customer System Administrator of the outage and its estimated length.

For outages lasting one (1) hour or longer the HS GovTech Operations Manager and Director of Programming and Development will treat the outage as top priority for immediate resolution. If the outage lasts more than two (2) hours the issue is assigned to the Chief Technology Officer. Any outage lasting four (4) or more hours is escalated to the HS GovTech Chief Executive Officer.

Should the outage last more than four (4) hours HS GovTech will provide updates to the Customer System Administrator every four (4) hours on the system status. All updates and notifications will be sent via email to the Client System Administrator.

Customer Support and Warranty
Customer Support is available Monday through Friday during the hours of 8:00 AM – 6:00 PM EST except for federal holidays. An after-hours emergency support number is made available for Client division director level personnel.

Critical errors or bugs in system code identified as a base platform issue will be addressed and repaired immediately for the Term of the Agreement. System change requests from Customer will be evaluated on a case-by-case basis and scheduled for completion based on billable Change Order.

Exceptions
Customers with delinquent accounts may not take advantage of the uptime guarantee set forth in this Appendix B. Customer must request all credits within three (3) days of the reported downtime, and the downtime must be from a single occurrence.

HS GOVTECH

Appendix C - Contract Fees and Payment Schedule:

1. **Fees**

a) The fees payable under this Agreement are as follows:

Set-up: Configuration, data conversion, and implementation to HSCloud Suite for the programs listed in the SOW	**$ 35,700.00**
License Fee: Annual cost for warranty, hosting, maintenance, and technical support	**$ 20,400.00**

b) Payment schedule and terms:

100% of set-up fee, and of first-year license, warranty, hosting, maintenance, and technical support is due upon execution of contract.
Fees for second-year licensing, hosting, maintenance, and technical support are due on the one-year anniversary of the contract's execution. These services will continue annually for the duration of the contract term, with a 6% annual escalation applied beginning in the third year
Payments: Payment 1 - $56,100.00 Payment 2 - $20,400.00 Payment 3 - $21,624.00 Payment 4 - $22,921.44 Payment 5 - $24,926.73

2. Term:

This Agreement begins on the date it is executed and continues for a period of five (5) years as outlined in Section 8 titled "Term".
Renewal: 90 -120 days prior to the end of contract term, the agency must renew annual contract to continue service, or provide a written notice for contract termination. If a deliverable has been completed and properly noticed to the agency, and should agency withhold approval for no disclosed technical defect, after 30 days the deliverable will be deemed accepted for payment purposes.

Appendix D: User Acceptance Test (UAT)

1. A **2 week** timeframe is set aside for UAT support by HS GovTech and has been recommended as the maximum time required for Customer to test the HS GovTech-produced components. Customer understands that this timeframe includes:
    a. Customer's components to be tested in the UAT environment.
    b. All Customer UAT testing, regardless of the number of Customer organizations involved in the testing.
    c. HS GovTech's remedy to any verified Severity Level 1 issues (see severity definitions table below) found while executing the User Acceptance Test Plan.
    d. HS GovTech's remedy to any verified Severity Level 1 configuration related problems (see severity definitions table below), issues, and Customer's re-testing of HS GovTech' corrections.
2. UAT will be conducted by Customer in accordance with the HSGT User Acceptance Test Plan.
3. If a verified issue arises during the UAT period that prevents the continuation of UAT and no reasonable work-around exists, then UAT will be "suspended" until a fix is provided by HS GovTech to which then UAT will restart.
4. The UAT period shall commence immediately upon the completion of standard system configuration and testing of components by HS GovTech to Customer as outlined in the HS GovTech Enablement Project Plan. If Customer is not able to begin UAT in accordance with the HS GovTech Enablement Project Plan, Customer has the following options:
    a. Shorten the UAT period, so as not to delay its scheduled Go-Live Date
    b. Delay the start of UAT, which may extend the originally scheduled end Go-Live Date for UAT and customer will incur additional expenses to be billed as time and materials
    c. Any combination of the above alternatives

Any such changes to the Enablement Project Plan involved with UAT will be managed under HS GovTech's Change Order Process as defined in Section **Change Order Process** of this SOW.

Problem Reporting Process

1. All problems reported by Customer must be specifically documented and provided to HS GovTech at the time of problem reporting. Documentation includes, but is not limited to, screen shots, context in which the error happened (steps taken prior to encountering the error) and any other information such as an error code or message. Documentation will vary based on the type of error encountered.
2. The severities assigned by Customer will be reviewed and agreed upon by HS GovTech and Customer prior to the issue being entered into the issue reporting log maintained by HS GovTech.
3. Adjudication of issue severities, i.e., the delineation between technical component code issues, Design or Test Specification issues is the responsibility of HS GovTeh.
4. If HS GovTech is unable to reproduce a Customer-reported issue, then the issue will be closed, unless the time to resolve the issue is extended by Customer via the Change Order Process defined in Section **Change Order Process** of this SOW.

Severity Definitions Table

Priority Level	Severity Level 1 - High	Severity Level 2 – Medium	Severity Level 3 - Low
Definition	An issue that prevents operation of the entire System or operationally critical System processes, or which destroys important non-recoverable data with no available workaround.	An issue that has more than a cosmetic or insignificant effect on the continued use of the System, but which does not meet the criteria for a High level issue. An issue that prevents use of part of the System. A workaround may or may not be available.	An issue that has only cosmetic or other insignificant effects on the continued use of the System, such as formatting or spelling error.
Impact	A majority of Permitted Users are unable to process transactions or access data critical for conducting daily business.	Multiple Permitted Users are affected. Prolonged outage may affect ability to complete business functions critical to Customer.	Permitted User impacted but business not stopped. A workaround or alternate capability exists. Business can continue with minor capability impact.

HS GOVTECH

Appendix E: Change Order Form (COF)

Created By:	Change Order Number: To Statement of Work:

This Change Order <Change Order Description and Numbering Information> to SOW between HS GovTech and <Insert Customer Name Here ("Customer") is effective on <MM/DD/YYYY> ("Effective Date"). This Change Request describes the changes to the Services for SOW <#> to the Professional Services Agreement entered into as of <MM/DD/YYYY>, as amended, by and between HS GovTech and Customer (the "Agreement").

1. Project Summary

Project Name:
Expected Start Date for the change:
Fee Structure for the change:
Estimated Duration of the change:
Estimated Total Hours for the change:
Estimated Total Charges for the change:
Estimated Expenses of the change:

2. Description of Change:

3. Impact of Change:

4. Cost of Change:

Description	Quantity	Unit of Measure	Price (per Unit) $	Estimated Total $

HS GOVTECH

Appendix F: TRAINING SERVICES

Training for Customer users for go-live included in this Agreement:
Customer will be offered (5) amount of virtual hours for the following users:
Administrator (EH Management) Field Inspector Staff and Business Support / Front Office Staff
Training will consist of:

- Login procedures:
  - Basic navigation of the HS Cloud System
  - Data Structure overview for all users
- General System Usage:
  - Address Manager
  - Establishment Manager
  - Permit Manager
  - Contact Manager
  - OWTS Program Process Flow
  - List Screen features and setup
  - Time Tracking (If implemented)
  - Inspection Manager (All staff knowledge)
  - Complaint Submission
  - Additional added utilities (Will be based on finalized program list)
- Inspection Staff Training
  - Conducting Inspections for all purchased programs
    - HS Cloud
    - HS Mobile
- Business Staff
  - Application processing
  - Accounting procedures
    - Invoice Creation
    - Payments
    - Bulk Invoice
    - Payment Reporting
    - Online Payments (If applicable)
- Administrative Tools
  - HS Analytics

For all training elements, if additional utilities are added as part of the contract process, a training plan will be developed to ensure that staff are trained for these utilities.

Optional Admin/Super User Training will consist of:

- Form Builder
- Permissions Controls
- Troubleshooting list screen configuration issues

Additional Hourly Rate for Training Services-
$140.00 (Minimum of 2 hour virtual training per person per hour)
$425.00 (in person training) per person per hour for each trainer. Cost includes travel

E-Contract Review
Approval as to Form

Department Name: Environmental Health

Vendor Name: HS GovTech

Contract Description: For the purpose of HSCloud suite software application

APPROVED AS TO FORM:



Date: 06/26/2025

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Minutes Certification

File Number: 25-1196 **Enactment Number: MISC. AGR 2025-220**

25. ENVIRONMENTAL HEALTH - Director Tia Branton **25-1196**

a) AGREEMENT - Request approval and authorization for the Director of Environmental Health to sign the agreement with HS GovTech, for the purpose of providing web-based permit, financial, and inspection software application including data management services. Maximum compensation per rates set forth in Appendix C for the initial term of the agreement will be $145,972, effective upon signing through 7/15/30 with automatic one year renewals thereafter unless terminated

RESULT: APPROVE
MOVER: Pati Nolen
SECONDER: Greg Jones
AYES: Supervisor Jones, Supervisor Burroughs, Vice Chair Nolen, and Chairperson Hansen
ABSENT: Supervisor Walker

Enactment No: MISC. AGR 2025-220

RESULT: APPROVE

I, SEAN HOUGHTBY, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on 7/15/2025.

Attest: **July 18, 2025**
Date Certified

Tehama County

Minutes Certification

File Number: 25-1398 **Enactment Number:** MISC. AGR 2025-255

10. ENVIRONMENTAL HEALTH **25-1398**

a) AGREEMENT - Request approval and authorization for the Environmental Health Director to sign the Amendment with HS GovTech (Misc. Agree. #2025-220), for the purpose of providing Single Sign-On integration for authentication purposes, in an amount not to exceed $3,500

Enactment No: MISC. AGR 2025-255

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

RESULT: APPROVE

I, SEAN HOUGHTBY, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on 8/19/2025.

Attest: Megan Willis **August 22, 2025**

Date Certified

HS GovTech Solutions, Inc

Tehama County, CA Contract Amendment for HS Cloud Suite

Between:

Tia Branton, Director
Tehama County Environmental Health/
Code Enforcement
633 Washington Street RM 36
Red Bluff, CA 96080
530-527-8020

HS GovTech
PO Box 90044
Charlotte, NC 28290-0044
www.hsgovtech.com
Eric Thomas, CEO

AGREE 2025-255

Contract Amendment

HS Cloud Suite for Tehama County, CA

This contract amendment is to amend the terms of the original contract:

- The Parties agree to implement Single Sign-On (SSO) integration utilizing Microsoft Entra ID (SAML) for authentication purposes. The integration shall be conducted in accordance with industry best practices and applicable security standards.

There is an additional one-time cost of: $3,500.00

All other terms and conditions are subject to the original contract agreement executed June 16th, 2025

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on July 23rd, 2025.

For HS GOVTECH SOLUTIONS INC.:

8/28/2025 Eric Thomas

Date **Eric Thomas, CEO**

For TEHAMA COUNTY, CA:

8-19-25 Tia Branton

Date **Tia Branton, Director**

HS GovTech Solutions, Inc.

Tehama County Environmental Health Contract Amendment #2 for HSCloud Suite

Between:

Tia Branton, Director
Code Enforcement
633 Washington Street RM 36
Red Bluff, Ca 96080
530-527-8020

HS GovTech
PO Box 90044
Charlotte, NC 28290-0044
www.hsgovtech.com
Eric Thomas, CEO

Contract Amendment #2

HSCloud Suite for Tehama County Environmental Health

This contract amendment is to amend the terms of the original contract to include:

1. Permit Print Form Configuration

The customer currently uses two (2) distinct permit print forms: one for the CUPA program and one for all other programs. Customer requests that these permit print forms be mapped at the Establishment Manager level to generate a single, consolidated permit for each establishment, displaying all applicable permit numbers and program names associated with that establishment.

2. Invoice Print Form Configuration

The addition of one (1) supplemental invoice print form containing language specific to code enforcement. This additional invoice print form will be substantially similar in design and functionality to the standard ("generic") invoice print form used in all other payment scenarios.

There is an additional cost of: $1,750.00

All other terms and conditions are subject to the original contract agreement dated June 16, 2025.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on October 8, 2025

For HS GOVTECH SOLUTIONS INC.:		**For TEHAMA COUNTY, CA:**	
Date	**Eric Thomas, CEO**	**Date**	**Tia Branton, Director**

E-Contract Review
Approval as to Form

Department Name: Tehama County Environmental Health

Contractor Name: HS GovTech

Contract Description: Amendment #2 to Agreement for HSCloud Suite to Modify Invoice and Increase Compensation

APPROVED AS TO FORM:

Office of the Tehama County Counsel
Brittany T. Ziegler, Deputy County Counsel

Date: 11/18/2025

Tehama County

Agenda Request Form

File #: 25-2026 **Agenda Date:** 12/9/2025 **Agenda #:** 14.

ENVIRONMENTAL HEALTH

Requested Action(s)
a) TRANSFER OF FUNDS: ENVIRONMENTAL HEALTH, B-22 - Fund Balance Available (101-301900) to Professional Services (4011-53230), $22,388.08 **(Requires a 4/5's vote)**

Financial Impact:
Revenue was deposited in prior year, account number 4011-450459.

Background Information:
Not approving this request will result in the Department not being able to pay an invoice from Luhdorff & Scalmanini for services rendered through January 26, 2025 on the Drought Resiliency Project.

Tehama County Auditor's Office

BUDGET APPROPRIATION INCREASE REQUEST

Auditor Number B-22

DEPARTMENT NAME ENVIRONMENTAL HEALTH

Date: November 17, 2025

I am requesting an increase to my budget appropriates as listed below:

Check one [XX] **"Previous Year Revenue"** [ ] **"New Revenue"**

Funding Source Revenue deposited in prior year - account numbe 4011-450459

****Note** ***General Fund and Public Safety "MUST" use Contingency when increasing budget***

Increase Revenue Budget				Increase Expenditure Budget			
FUND DEPT NO	**ACCOUNT NUMBER**	**ACCOUNT NAME**	**AMOUNT**	**FUND DEPT NO**	**ACCOUNT NUMBER**	**ACCOUNT NAME**	**AMOUNT**
101	301900	Fund Balance Available	$ 22,388.08	4011	53230	Professional Services	$ 22,388.08
		Total Journal	**$ 22,388.08**			Total Journal	**$ 22,388.08**

TRANSFER APPROVED

Jie Brady 11-17-25

SIGNATURE OF REQUESTING OFFICIAL DATE

Ana Zamacona 11/18/2025

AUDITOR DATE

BOARD OF SUPERVISORS DATE

A-117
07/2018

Tehama County

Agenda Request Form

File #: 25-2043 **Agenda Date:** 12/9/2025 **Agenda #:** 15.

PROBATION

Requested Action(s)
a) TRANSFER OF FUNDS: PROBATION, B-23, From Maintenance of Equipment (2037-53170) $7,888.35 to Office Equipment (2037-57601) $7,888.35 **(Requires a 4/5's vote)**

Financial Impact:
There will be no financial impact to the General Fund, as monies will be transferred from one previously budgeted account to another.

Background Information:
The copier/printer at the main Probation building has stopped working and the defective part is no longer in production. Repairing this machine is not an option. For this reason, purchase of a new copier/printer is necessary to accommodate the needs of the Adult Probation facility. As this is a fixed asset, funds will need to be transferred into the Office Equipment (2037-57601) account to pay for this cost. Based on current expenditures, the most appropriate account to transfer funds from is Maintenance of Equipment (2037-53170).

Tehama County Auditor's Office

BUDGET APPROPRIATION TRANSFER REQUEST

Auditor Number B-23

DEPARTMENT NAME **Probation**

Date: **November 17, 2025**

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

The main copier/printing machine at the Adult Probation building cannot be repaired as the deficient part is no longer in production. For this reason a new machine will be purchased and charged to account 57601-Office Equipment. Because this was an unforeseen expense, the funds for this purchase must be transferred from 2037-53170 Maintenance of Equipment to cover this charge.

Budget Transfer From				Budget Transfer To			
FUND DEPT NO	**ACCOUNT NUMBER**	**ACCOUNT NAME**	**AMOUNT**	**FUND DEPT NO**	**ACCOUNT NUMBER**	**ACCOUNT NAME**	**AMOUNT**
2037	53170	Maintenance of Equipment	$ 7,888.35	2037	57601	Office Equipment	$ 7,888.35
		Total Journal	**$ 7,888.35**			Total Journal	**$ 7,888.35**

TRANSFER APPROVED

P Gonyo 11/21/25

SIGNATURE OF REQUESTING OFFICIAL DATE

Ana Zamacona 11/21/2025

AUDITOR DATE

BOARD OF SUPERVISORS DATE

A-118 3/03

KYOCERA

AUTHORIZED DEALER

Carrel's Office Solutions

A Custom KYOCERA
TASKalfa MZ4001i
Multifunctional Document Solution
Designed For

Tehama County Adult Probation

Submitted By
Amanda Carrel
Amanda@Carrels.com
Ph. (530) 241-3718
11/10/2025

A Custom Imaging Solution Designed For

Tehama County Adult Probation

Proposed Equipment Kyocera TASKalfa MZ4001i Digital Imaging System

- **Black & White Multifunctional System; Print, Copy, Fax, & Full Color Scan.**
- **Delivers Clear, Precise, Quality Prints at 40 Pages Per Minute.**
- 320 Page Dual Scan Document Feeder with Multi-Feed Sensor.
- Efficient Single Pass Duplex Color Scanning at 274 Images Per Minute.
- Stackless Duplexing Unit.
- 600 dpi Scan Resolution.
- Scan File Formats: TIFF, PDF, OpenXPS, XPS, JPEG.
- Scanning Functions: Scan to Folder (SMB), Scan to Email, Scan to FTP, Scan to FTP over SSL, Scan to USB, WSD Scan, TWAIN Scan.
- Convenient Wireless & Remote Printing and Scanning Apple AirPrint®, E-Mail Print, Google Cloud Print™ and Kyocera Mobile Print Compatible for Mobile Printing Solutions.
- Paper Weight: 14lb Bond to 166lb Index.
- Paper Materials: Plain Paper, Bond Paper, Recycled Paper, Envelopes, Cardstock, Transparencies, Labels.
- Paper Sizes: 5.5" x 8.5" to 12" x 48", Banner & Custom Sizes.
- Dual 1,500 Sheet Paper Trays, Two 500 Sheet Paper Trays and a 150 Sheet Multipurpose Tray.
- 1,000 Sheet Finisher with 3 Position Stapler.
- Standard Features: Page Collate (Electronic Sorting), Cover Mode, and Interrupt Copy.
- Standard USB Host Interface for On the Go Printing and Scanning.
- 4 USB Host Interfaces, Hi-Speed USB 2.0, & 2 Expansion Slots.
- Customizable 10.1" Color Touch Screen with Intuitive Tablet-like Home Screen.
- Custom Document Box.
- Walk up Ready with Wake up Sensor.
- Remote Management.
- Guarded Access & Secure Print Release.
- Protected Data Storage & Secure Communication

A Custom Imaging Solution Designed
Especially For

Tehama County
Adult Probation

Equipment

Kyocera TASKalfa MZ4001i Digital Imaging System Including

Black & White Multifunctional System; Print, Copy, Fax, & Full Color Scan
320 Page Per Minute Dual Scan Doc. Feeder with Multi-Feed Detection
Network Print and Scan
USB Print and Scan
Two 500 Sheet Paper Trays
Dual 1,500 Sheet Paper Trays
1,000 Sheet Finisher
3 Position Stapler
2 & 3 Hole Punch
Network Fax Board
Wireless LAN Interface

Equipment Pricing

MSRP	**$ 21,583.00**
Authorized Government Discount Program	**- 14,245.00**
Total Investment	**$ 7,338.00**

Tehama County qualifies for OMNIA Partnership Discounted Pricing as Reflected Above.

Includes Shipping, Surge, Install, and Training.

Plus Sales Tax,
by 12/05/2025.

Customer Satisfaction Agreement Proposal
For

Tehama County Adult Probation

Kyocera TASKalfa MZ4001ci Digital Imaging System

Full Service Maintenance Agreement (FSMA)
Coverage: All parts and labor required to keep your copier in the best available condition, and all supplies, (except paper, network and staples).

Black & White
$ 0.0077 Per Page

Billed Monthly
(No Minimum or Overage Charges)

In Addition, Carrel's Office Solutions will:
1. Provide FACTORY TRAINED technicians
2. Perform all necessary calls, to clean and adjust your machine as required.
3. Maintain customer supply levels at all times.
4. We strive to give 4 hours response time.

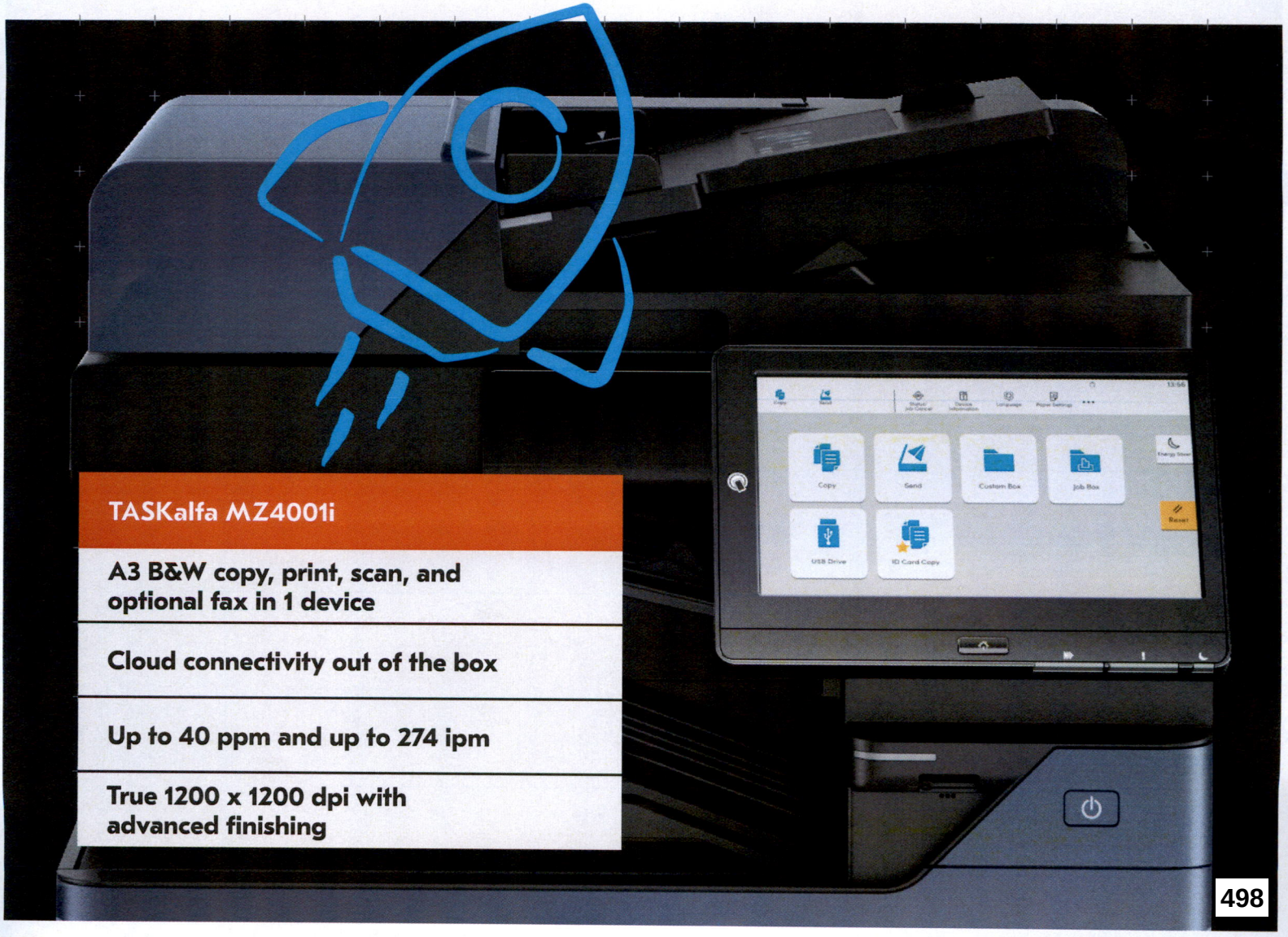
The above proposal is based upon a twelve-month contract, billed monthly. Applicable taxes not included.

KYOCERA

kyoceradocumentsolutions.us

The sky's the limit

EvolutionNext is our follow up to the Evolution Series. With award-winning reliability, advanced security, and versatile finishing options, our sustainable design will help your business thrive.



TASKalfa MZ4001i

BASIC SPECIFICATIONS

Configuration: BW MFP - Print/Copy/Scan/Optional Fax
Speed: Letter: 40 ppm, Legal: 24 ppm, Ledger: 20 ppm (print only)
Warm Up Time: 14.4 seconds or less (power on)
First Page Out:
Copy: 4.5 seconds
Print: 5.1 seconds
Display: 10.1" Color Touch Screen Control Panel
Memory/Hard Disk Drive: 4GB RAM/32GB SSD/ 320GB HDD Standard, 1TB HDD (option)
Duplex: Standard Stackless Duplex supports Statement (5.5" x 8.5") to Ledger (12" x 18"), 16 lb. Bond - 142 lb. Index (60 – 256gsm)
Standard Output Tray: Statement – 12" x 18"/500-sheets; up to 12" x 48" Banner (single sheet)
Electrical Requirements: 120V, 60Hz, 12A; 220-240V, 50/60Hz, 7.2A
Typical Electricity Consumption (TEC): 120V: .49 kWh/week; 220V: .31 kWh/week
Dimensions: 23.7" W x 26.1" D x 31.1" H
Weight: 182 lbs
Maximum Monthly Duty Cycle: 150,000 Pages per Month

PAPER SUPPLY

Paper Capacity: Standard 1,150-sheets; Maximum 7,150-sheets
Standard Paper Sources: Dual 500-sheet Trays, 150-sheet MPT, Auto Selection/Switching
Standard Paper Size:
Tray 1 – 5.5" x 8.5" – 8.5" x 14" (statement to legal)
Tray 2 – 5.5" x 8.5" – 12" x 18", Custom Size
MPT: 5.5" x 8.5" – 12" x 18" (multiple); to 12" x 48" Banner (single)

Optional Paper Sources:
PF-7140 Dual 500-sheet Tray Option - 5.5" x 8.5" – 12" x 18"
PF-7150 Dual 1,500-sheet Tray Option - 8.5" x 11"
PF-7120 3,000-sheet Large Capacity Tray Option - 8.5" x 11"

Paper Weight:
Trays/MPT: 14 lb. Bond – 166 lb. Index (52 – 300gsm)
Input Materials: Standard/Optional Trays: Plain, Bond, Recycled, Preprinted, Vellum, Color, Pre-Punched, Thick, Thin, High Quality, Letterhead, Envelope, Custom; MPT: Plain, Bond, Recycled, Preprinted, Vellum, Color, Pre-Punched, Thick, Thin, High Quality, Transparency (OHP), Coated, Index Tab, Label, Letterhead, Envelope, Custom

SECURITY SPECIFICATIONS

Guarded Access: LDAP, IP Filtering, Secure Print Release, SMTP Authentication, Create Encrypted PDF, Failed Authentication Lockout, Card Authentication.

Protected Data Storage: SSD/HDD Overwrite, AES 256 Data Storage Encryption, Trusted Platform Module, IEC-15408, Common Criteria, IEEE 2600 Certified, HCD-PP Certified.

Secure Communication: TLS v1.3, SMB 3.1.1, HTTPS, ECDSA, FIPS 140-3 Encryption, S/ MIME, IPSec with HCD-PP, IPPS Printing (Over TLS), SCEP Certificated Enrollment, OCSP/CRL Certificates, 802.1X Ethernet Certificates, SHA 2 384.

Advanced Management: 3 Preset Security Level Configurations, Remote Management of Fleet, SNMP v3 Monitoring, SIEM/Syslog Monitoring, Secure Boot Check, Run Time Integrity Checks, Allow List.

PRINT SPECIFICATION

Standard Controller: ARM Cortex-A53/1.6GHz
PDLs/Emulations: PRESCRIBE, PCL6 (PCL-XL/PCL-5e), KPDL3 (PS3), XPS, OPEN XPS, PDF; Optional (UG 34): IBM ProPrinter, Line Printer, LQ-850
Print Resolution: Up to 4800 x 1200 dpi
Fonts: KPDL3, PCL6, Bitmap
OS Compatibility: Windows: 8.1/10/Server 2012/ Server 2012 R2/Server 2016/Server 2019; Mac OS X v10.0 or later; Chrome OS
Mobile Printing: Apple AirPrint®, Mopria®, KYOCERA Mobile Print, KYOCERA MyPanel
Interfaces: Standard: 1000 Base-T/100-Base-Tx/10BASE-T (IPv6, IPv4, IPsec), 802.3az ready, High-Speed USB 3.0, 4 USB 2.0 Host Interfaces, 2 Expansion Slots, IEEE 802.11b/g/n Wireless LAN (supports up to 98.5 feet); Optional: IEEE 802.11a/b/g/n/ac (**IB-37** for 2.4/5GHz - **IB-38** for 2.4GHz), 10/100/1000BaseTX (**IB-53** for Dual NIC); IEEE 802.11b/g/n (**IB-51** for Wireless LAN Interface (supports up to 328.1 feet)
Network Print and Supported Protocols: HTTPS, FTPS, SNMP v1/v2c/v3, Raw Port (Port 9100) TCP/IP, IPv4, IPv6, DHCP LPR, DNS, WSD Scan/Print
Drivers: KX Driver, PCL Mini Driver, KPDL Mini Driver, Network Fax Driver, TWAIN Driver, WIA Driver, Status Monitor, Common Profile, Output to PDF, Security Watermark, Super Resolution, Color Optimizer, MAC Driver, Chrome Print Driver, Linux Driver, KX Driver with Distributed Printing, Windows Inbox Driver, SANE Driver
Utilities: KYOCERA Net Viewer, KYOCERA Net Device Manager, Quick Setup, KX PRESCRIBE Macro Generator, ID Register, Software Management Service, Upgrade Studio, Web Package Maker, Removal Tool, Wi-Fi Setup Tool, PDF Direct Print, Command Center RX; Kyocera Net Manager (option)

SCAN SPECIFICATION

Scan Type: Color and Black & White Scanner
Scan Resolution: 600/400/300/200 dpi, 200 x 100 dpi, 200 x 400 dpi
File Formats: TIFF, JPEG, XPS, OpenXPS, PDF/A-2.0 (MMR/JPG Compression/High Compression PDF); Option: Scan Extension Kit Text Searchable PDF; MS Office File
Connectivity/Supported Protocols: 10 BASE-T/100 BASE-TX/1000 BASE-T (IPv6, IPv4, IPSec) TCP/IP, Hi-Speed USB 3.0
Scanning Functions: Scan-to-Folder (SMBv3), Scan-to-Email, Scan-to-FTPS over TLS, Scan-to-USB, PDF Digital Signatures, WSD Scan, DSM/SANE Scan, TWAIN Scan, Specified Color Removal, Border Erase, Preview
Original Size: Up to 11" x 17" (Glass)
Drivers: TWAIN/WIA/DSM-SANE Driver/WSD Scan

OPTIONAL DOCUMENT PROCESSORS[2]

Acceptable Originals: 5.5" x 8.5" – 11" x 17"

DP-7150: Reverse Auto Document Processor/140-sheets
Speed: Simplex: 80 ipm; Duplex: 48 ipm (BW/Color)
Weight: Simplex: 13 lb. Bond – 90 lb. Index (35 – 160gsm)
Duplex: 16 lb. – 32 lb. Bond (50 – 120gsm)

DP-7160: Dual Scan Document Processor/320-sheets
Speed: Simplex: 137 ipm; Duplex: 274 ipm (BW/Color)
Weights: Simplex: 13 lb. Bond – 120 lb. Index (35 – 220gsm)
Duplex: 16 lb. – 120 lb. Index (50 – 220gsm)

DP-7170 (with multi-feed and staple detection):
Dual Scan Document Processor/320-sheets
Speed: Simplex: 137 ipm; Duplex: 274 ipm (BW/Color)
Weights: Simplex: 13 lb. Bond – 120 lb. Index (35 – 220gsm)
Duplex: 16 lb. – 120 lb. Index (50 – 220gsm)

COPY SPECIFICATIONS

Copy Resolution: 600 x 600 dpi
Image Mode: Text, Photo, Text/Photo, Graphic/Map
Continuous Copy: 1 – 9,999
Additional Features: Auto Magnification, Auto Paper Select, Combine Copy, Mirror Image, Rotate Copy, Border Erase, Split Copy, Margin Shift, Page Number, Form Overlay, Blank Page Skip, Specified Color Removal, Proof Copy, Preview, ID Card Copy
Job Management: 1,000 User Codes, Job Build, Shortcut Keys, Repeat Copy
Magnification/Zoom: Full Size, 4 Reduction, 4 Enlargement Preset Ratios, 25 – 400% in 1% Step Increments
Document Box: Custom/Job/USB Drive Box, Fax Box (w/option)

OPTIONAL FAX SPECIFICATIONS

Fax Type: Fax System (option)
Type/Data Compression: G3 Fax/MMR, MR, MH, JBIG
Transmission Speed/Modem Speed: Less than 3 seconds/33.6 Kbps
Fax Memory: Standard 170 MB
Driver: Network Fax Driver
Fax Functions: Network Fax, Duplex Transmission and Reception, Encrypted Transmission and Reception, Polling Transmission and Reception, Broadcast, Fax Server Integration, Fax Dedicated Paper Feed Tray, Fax Forwarding to email or file

SOLUTIONS AND SERVICES

Remote Management
Kyocera Fleet Services ready! A highly secure cloud-based monitoring solution that offers real-time visibility into your fleet. Optimize device uptime and be notified when to replenish supplies. Streamline billing with seamless 3rd party application integration, allowing you to focus solely on your business.

Printing Software
Cost Control & Security
Cloud & Mobile
Printer Management

Content Services
Scan & Connect
Intelligent Process Automation
Enterprise Content Management

IT Solutions
Technology Solutions
Including solutions for Cloud and Data Centers
Network Infrastructure
Cybersecurity Solutions
Collaboration Solutions

Consulting Services
Including IT Health Check
CIO as a Service
Healthcare Compliance
Backup and Recovery Planning

Professional Services
Including Design and Architecture
Project Implementation
Project Management

Managed Services
Including Help Desk Services
Retainer Services and On-site Support

AI Functions
Super-Resolution, Handwriting emphasis, Confidential Document Guard, Image defect prevention

Cloud Ready Services
Kyocera Cloud Capture (KCC), Kyocera Cloud Infromation Manager (KCIM), Kyocera Cloud Print and Scan (KCPS)

Output & Finishing Options[3]

OPTIONAL 250 SHEET INNER SHIFT TRAY JS-7110
Stack Capacity: 250-sheets
Paper Size: 8.5" x 11" – 11" x 17"
Paper Weight: 14 lb. Bond – 166 lb. Index (52 – 300gsm)

OPTIONAL 500 SHEET INTERNAL FINISHER DF-7100[4]
Stack/Staple Capacity: 500-sheets/50-sheets
Paper Size: 5.5" x 8.5" – 12" x 18"
Paper Weight: 14 lb. Bond – 166 lb. Index (52 – 300gsm)
Edge Staple Position: 3 Positions: Front: 1 Staple, Edge: 1 Staple, Face: 2 Staples
Optional Punch: PH-7100 2/3 Hole Punch Unit, supports 5.5" x 8.5" – 12" x 18"; 14 lb. Bond – 166 lb. Index
Dimensions: 19.4" W x 21" D x 6.9" H

OPTIONAL 1,000 SHEET FINISHER DF-7120[4]
Stack/Staple Capacity: Main Tray: 1,000-sheets/50-sheets (up to 24 lb. Bond [90gsm])
Paper Size: 5.5" x 8.5" – 12" x 18"
Paper Weight: 14 lb. Bond – 166 lb. Index (52 – 300gsm)
Edge Staple Position: 3 Positions: Top Left, Bottom Left, Center Bind
Optional Punch: PH-7A 2/3 Hole Punch Unit, supports 5.5" x 8.5" – 12" x 18"; 14 lb. Bond – 166 lb. Index
Dimensions: 21.6" W x 24.4" D x 41.3" H

OPTIONAL 4,000 SHEET FINISHER DF-7140[4]
Stack/Staple Capacity: Main Tray (A): 4,000-sheets; Sub Tray (B): 200-sheets/65-sheets (up to 24 lb. Bond [90gsm])
Paper Size: 5.5" x 8.5" – 12" x 18"
Paper Weight: 14 lb. Bond – 166 lb. Index (52 – 300gsm)
Edge Staple Position: 3 Positions: Top Left, Bottom Left, Center Bind
Optional Punch: PH-7A 2/3 Hole Punch Unit, supports 5.5" x 8.5" – 12" x 18"; 14 lb. Bond – 166 lb. Index
Dimensions: 29" W x 26" D x 42" H

Optional Booklet Folder/Trifold Unit BF-730: (DF-7140)
Booklet Folder: supports 8.5" x 11", 8.5" x 14", 11" x 17"
Fold Booklet (staple): 16 lb. – 24 lb. Bond (60 – 90gsm) 20-sheets; 25 lb. – 28 lb. Bond (91 – 105gsm) 13-sheets; Higher than 28 lb. Bond (Higher than 105 gsm) 1-sheet
Fold Booklet (no staple): 16 lb. – 24 lb. Bond (60 – 90gsm) 5-sheets; 25 lb. Bond – 72 lb. Index (91 – 120gsm) 3-sheets; 32 lb. Bond – 110 lb. Cover (121 – 256gsm) 1-sheet
Trifold: supports 8.5" x 11" only: 16 lb. – 24 lb. Bond (60 – 90gsm) 5-sheets; 25 lb. Bond – 72 lb. Index (91 – 120gsm) 3-sheets

Optional Multi-Bin Mailbox MT-730(B): (DF-7140)
7 Trays; supports: 16 lb. Bond – 90 lb. Index (60 – 163gsm); Stack Capacity per bin: 100-sheets: 5.5" x 8.5", 8.5" x 11"; 50-sheets: 8.5" x 14", 11" x 17"

OPTIONAL 4,000 SHEET FINISHER DF-7150[4]
Stack/Staple Capacity: Main Tray (A): 4,000-sheets; Sub Tray (B): 200-sheets/100-sheets (up to 20lb. Bond [80gsm])
Paper Size: 5.5" x 8.5" – 12" x 18"
Paper Weight: 14 lb. Bond – 166 lb. Index (52 – 300gsm)
Edge Staple Position: 3 Positions: Top Left, Bottom Left, Center Bind
Optional Punch: PH-7A 2/3 Hole Punch Unit, supports 5.5" x 8.5" – 12" x 18"; 14 lb. Bond – 166 lb. Index
Dimensions: 29" W x 26" D x 42" H

Optional Booklet Folder/Trifold Unit BF-9100: (DF-7150)
Booklet Folder: supports 8.5" x 11", 8.5" x 14", 11" x 17"
Fold Booklet (staple): 14 lb. – 24 lb. Bond (52 – 90gsm) 20-sheets; 25 lb. – 28 lb. Bond (91 – 105gsm) 13-sheets; Higher than 28 lb. Bond (Higher than 105 gsm) 1-sheet
Fold Booklet (no staple): 14 lb. – 24 lb. Bond (52 – 90gsm) 5-sheets; 24 lb. Bond – 28 lb. Index (91 – 105gsm) 3-sheets; 28 lb. Bond – 140 lb. Index (106 – 256gsm) 1-sheet
Trifold: supports 8.5" x 11" only: 14 lb. – 24 lb. Bond (52 – 90gsm) 5-sheets; 25 lb. Bond – 28 lb. Index (91 – 105gsm) 3-sheets

ADDITIONAL OPTIONS
AK-7110 Bridge Unit Attachment Kit, JS-7100 Job Separator, HD-16 Large Capacity HDD (1TB), Banner Guide 10, Internet Fax Kit (A), Card Authentication Kit (B), Dual NIC (IB-50), Extended Range Wireless LAN NIC (IB-51), Thin Print option (UG-33), Printer Emulation option (UG-34), DT-730(B) Document Tray, Scan Extension Kit (A) for Text Searchable PDF; MS Office File, Keyboard Holder 10, Numeric Keypad (NK-7130), Cabinet Stand

1 Requires PF-7140
2 Only 1 Document Processor can be installed
3 Only 1 Output Option can be installed
4 Requires Bridge Unit Attachment Kit (AK-7110)

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Carrel's Office Solutions
ph. 530.241.3718
Kyocera Document Solutions Partner

AirPrint mopria Mac ENERGY STAR

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Tehama County

Agenda Request Form

File #: 25-2044 **Agenda Date:** 12/9/2025 **Agenda #:** 16.

PROBATION

Requested Action(s)
a) TRANSFER OF FUNDS: PROBATION, B-24, From CalAIM (2036-4505724), to Contingency (2002-59000), $19,305.60; and From Contingency (2002-59000) to Professional/Special Services (2036-53230), $19,305.60 **(Requires a 4/5's vote)**

Financial Impact:
There is no financial impact on the General Fund. Probation will utilize CalAIM PATH 3 funds to issue payment to Health Management Associates, Inc. (HMA).

Background Information:
The California Advancing and Innovating Medi-Cal (CalAIM) Justice Involved Initiative (JI) supports incarcerated youth in preparing for successful reentry into their communities. To facilitate this effort, the Tehama County Probation Department has partnered with HMA, a State-approved contractor under the CalAIM initiative, to develop an implementation plan ensuring access to health care services for incarcerated youth. This plan has been submitted and approved by the State of California. HMA has provided valuable consultation on multiple aspects of the initiative, including the development of Requests for Proposals (RFP) for Pharmacy Services and an Electronic Health Records (EHR) system. Additionally, they have assisted in drafting job classifications for two new positions, essential to advancing the CalAIM initiative. Their expertise and support are helping the Juvenile Detention Facility move closer to meeting the State's CalAIM requirements. CalAIM PATH 3 funds will pay invoices issued by HMA for services rendered to the Tehama County Probation Department.

Tehama County Auditor's Office

BUDGET APPROPRIATION INCREASE REQUEST

Auditor Number B-24

DEPARTMENT NAME PROBATION

Date: November 21, 2025

I am requesting an increase or decrease to my budget appropriations as listed below:

Check one [ ] **"Previous Year Revenue"** [X] **"New Revenue"**

Funding Source Fund 581- Cal-AIM PATH 3

****Note** ***General Fund and Public Safety "MUST" use Contingency when increasing budget***

Increase Revenue Budget				Increase Expenditure Budget			
FUND DEPT NO	**ACCOUNT NUMBER**	**ACCOUNT NAME**	**AMOUNT**	**FUND DEPT NO**	**ACCOUNT NUMBER**	**ACCOUNT NAME**	**AMOUNT**
2036	4505724	Fund 581-CalAIM PATH 3	$ 19,305.60	2002	59000	Contingency	$ 19,305.60
2002	59000	Contingency	$ 19,305.60	2036	**53230**	Professional Services	$ 19,305.60
		Total Journal	**$ 38,611.20**			Total Journal	**$ 38,611.20**

INCREASE / (DECREASE) APPROVED

R. Forgey 11/21/25

SIGNATURE OF REQUESTING OFFICIAL DATE

Ana Zamacona 11/21/2025

AUDITOR DATE

BOARD OF SUPERVISORS DATE

A-117

Jan-19

HEALTH MANAGEMENT ASSOCIATES, INC.

INVOICE

Tehama County Probation Department
Att. Finance
PO Box 99
omorales@tcprobation.org
Red Bluff, CA 96080

November 19, 2025
Invoice Number: 211996 - 0000019
Due Date: December 19, 2025

Current Invoice Total **$19,305.60**

Project: 211996 Tehama County: Medi-Cal DHCS

Professional Services from October 01, 2025 to October 31, 2025

Task: Probation

Professional and Consulting Services Rendered:

	Hours	Rate	Fees	
[redacted]	1.50	330.00	495.00	
	6.00	380.00	2,280.00	
	16.75	295.00	4,941.25	
	5.00	250.00	1,250.00	
	13.75	420.00	5,775.00	
	4.00	420.00	1,680.00	
	1.00	420.00	420.00	
	11.75	175.00	2,056.25	
Total Hours / Fees	59.75		18,897.50	
Subtotal Fees				**18,897.50**

Expenses for:

[redacted]

9/8/2025	[redacted]	[redacted] Red Bluff, CA - 2 Task	408.10	
Subtotal Expenses			**408.10**	**408.10**
		Current Invoice Total		**$19,305.60**

2501 Woodlake Circle, Suite 100, Okemos, MI 48864
Telephone: (517) 482-9236 Fax: (517) 482-0920
Email: accounting@healthmanagement.com • Federal ID # 38-2599727
WWW.HEALTHMANAGEMENT.COM

Tehama County

Agenda Request Form

File #: 25-2079 **Agenda Date:** 12/9/2025 **Agenda #:** 17.

COMMITTEES & COMMISSIONS / SPECIAL DISTRICT

Requested Action(s)
a) MOSQUITO AND VECTOR CONTROL DISTRICT- One (1) appointment to fill the expiring term of Rodney Hofhenke, with the new said term to expire 12/31/2027
(Interested Person: Rodney Hofhenke)

b) MOSQUITO AND VECTOR CONTROL DISTRICT- One (1) appointment to fill the expiring term of George Lindner, with the new said term to expire 12/31/2027
(Interested Person: George Lindner)

c) MOSQUITO AND VECTOR CONTROL DISTRICT- One (1) appointment to fill the expiring term of Ryan Patrick, with the new said term to expire 12/31/2027
(Interested Person: Ryan Patrick)

Financial Impact:
There is no financial impact.

Background Information:
Mosquito and Vector Control District Trustees must be registered voters of the county and reside within the district.

COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT
PO BOX 1005 11861 Highway 99W
RED BLUFF, CALIFORNIA 96080
(530) 527-1676 tcmvcd1676@gmail.com

December 1, 2025

County of Tehama
Board of Supervisors
633 Washington Avenue
Red Bluff, CA 96080

RE: Tehama County Mosquito and Vector Control District Trustee Board

Dear Supervisors:

The terms of Mr. Rodney Hofhenke, Mr. George Lindner, and Mr. Ryan Patrick as Trustees representing the County of Tehama on the Board of Trustees of the Tehama County Mosquito and Vector Control District will expire as of December 31, 2025.

Mr. Hofhenke, Mr. Lindner and Mr. Patrick have indicated that they are willing to serve another two-year term if appointed. They all attended regularly and have been a strong contributing members of the Board. It is the recommendation of the district that Mr. Rodney Hofhenke, Mr. George Lindner, and Mr. Ryan Patrick be appointed for another term beginning January 1, 2026.

Sincerely,

D. Andrew Cox
Manager

Tehama County

Agenda Request Form

File #: 25-1908 **Agenda Date:** 12/9/2025 **Agenda #:** 18.

AG EXTENSION - Director Josh Davy

Requested Action(s)
a) RESOLUTION - Request the adoption of a resolution that the Tehama County Board of Supervisors opposes the presence and introduction of wolves in Tehama County

Financial Impact:
There is no financial impact.

Background Information:
Tehama County is facing imminent threats to both livestock and wildlife from the migration and introduction of wolves across its borders. Historic deer populations have declined in dramatic fashion over previous decades leaving little native prey for wolves. The foreseeable result is the heavy predation of livestock and decimation of the remaining deer herd. Livestock production is one of the top three agricultural commodities in Tehama County and a critical component of its cultural heritage.

Adoption of this resolution states Tehama County opposes the willful taking of livestock producer's private property and further decline of the county's deer population. This resolution is supported by the Tehama County Cattlemen's Association, the Tehama County Agricultural Commissioner, the Tehama County District Attorney, and the Tehama County Cooperative Extension Livestock Advisor.

RESOLUTION NO. _____

A RESOLUTION THAT THE TEHAMA COUNTY BOARD OF SUPERVISORS OPPOSES THE PRESENCE AND INTRODUCTION OF WOLVES IN TEHAMA COUNTY.

WHEREAS, wolves are an apex predator that heavily prey on both livestock and wildlife.

WHEREAS, deer are the primary wildlife prey animal in Tehama County, but they have suffered diminishing numbers for years making it impossible to sustain wolf packs in their natural habitat.

WHEREAS, the lack of wildlife numbers to sustain wolf packs will inevitably lead to the predation of beef cattle, other livestock, and domestic pets as is currently witnessed by the predation habits of less capable coyote packs and validated by CDFW.

WHEREAS, the previous native population density of wolves is not clear, nor is verification of the current wolf introduction matching the genus and species of potential previous native wolves in the county.

WHEREAS, livestock production is a critical component to Tehama County's economic prosperity, with beef cattle ranked within the top three agriculture commodities produced.

WHEREAS, grazing is the primary economic driver of nearly 1,000,000 acres of land in Tehama County.

WHEREAS, livestock production is a central part of the county's cultural heritage as demonstrated by the two largest events being the Red Bluff Roundup and the Red Bluff Bull and Gelding Sale.

WHEREAS, livestock provide a critical land management tool for fire suppression, invasive species management, and improved wildlife habitat.

WHEREAS, the continued introduction of wolves into the county will cause obvious livestock mortality and significant agricultural production losses in weight gain and pregnancy. These losses may not be as obvious and difficult to quantify, yet will affect producers nonetheless.

WHEREAS, property owners are not allowed to protect and defend their private property rights with common depredation methods.

NOW, THEREFORE, BE IT RESOLVED, the Tehama County Board of Supervisors adamantly opposes the presence and introduction of wolves in Tehama County.

BE IT FURTHER RESOLVED

The foregoing resolution was offered on a motion by Supervisor _____, seconded by Supervisor _____ and carried by the following vote of the Board:

AYES:

NOES:

ABSENT OR NOT VOTING:

STATE OF CALIFORNIA)
) SS
COUNTY OF TEHAMA)

I, Sean Houghtby, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a Resolution and Order adopted by the Board of Supervisors on the _____ day of _____, 2025.

Dated this _____ day of _____, 2025.

Sean Houghtby, County Clerk and ex-officio Clerk of the Board of Supervisors, County of Tehama, State of California

By _____

Deputy

RESOLUTION NO. _____

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News Releases, 2022-Present

CDFW Wolf Management Action in Sierra Valley

October 24, 2025

This action follows months of intensive staff efforts responding to increasing levels of livestock loss

SIERRA VALLEY – Following an unprecedented level of livestock attacks across the Sierra Valley, the California Department of Fish and Wildlife (CDFW), in coordination with the U.S. Fish and Wildlife Service (USFWS), has taken the difficult step of lethally removing four gray wolves (Canis lupus) from the Beyem Seyo pack. This action follows months of intensive non-lethal management efforts to reduce livestock loss and is grounded in the best available science and understanding of wolf biology.

Between March 28 and September 10, 2025, these wolves were responsible for 70 total livestock losses. With 110 confirmed or probable wolf-caused livestock losses statewide during this period, these specific wolves account for 63% of the total livestock losses across California during this timeframe. From September 10, 2025, to October 14, 2025, 17 additional confirmed or probable livestock losses have been documented. CDFW continues to work with livestock operators and federal partners to investigate depredation events.

Despite extensive adaptive management deterrence efforts, including the use of drones, non-lethal bean bags, all-terrain vehicles, foot presence, diversionary feeding, fladry installation, and field presence 24-hours a day, seven days a week, these wolves became habituated to cattle as a primary food source, a behavioral shift that threatens both livestock and the ecological integrity of wolf recovery.

The impacted wolves included a breeding pair (WHA08M and LAS23F), female (BEY01F) and male (BEY12M). During the course of the operation, a juvenile wolf (BEY12M) was mistaken for the breeding male (WHA08M), which was of similar color and size, and was unintentionally lethally removed. Remains of two additional juveniles in this pack (BEY15M and BEY17M) were found and they were determined to have died prior to the start of the operation. The cause of their deaths is unknown; however, juvenile gray wolf death due to natural causes is common. Operations continue by CDFW staff to safely capture and relocate the outstanding juveniles to wildlife facilities for their own welfare and to prevent any learned behavior from dispersing to other wolves across California.

Gray wolves naturally prey on wild ungulates like deer and elk, not livestock. These wolves had become habituated to preying on cattle, a feeding pattern that persisted and was being taught to their offspring which would leave to form their own packs and could teach them the same cattle-preying behavior. This shift not only undermines recovery efforts for the species in California but also risks altering generational feeding patterns and broader ecological dynamics. Moreover, habituation to livestock inadvertently draws wolves closer to human communities, increasing the potential for conflict despite their natural avoidance of people.

“This decision was not made lightly nor was it easy,” said CDFW Director Charlton H. Bonham. “Despite extensive non-lethal efforts, including hazing and adaptive tools used by our Summer Strike Team, these wolves continued to prey on livestock. The situation with this pack is far outside any comparable experience across the state or the West, making the long-term recovery of gray wolves much harder.

“Several things can be true simultaneously,” Director Bonham continued. “Wolves are here in California and that is an amazing ecological return. Yet, their reemergence is a significant, disruptive change for rural communities. Wolves are one of the state’s most iconic species and coexistence is our collective future but that comes with tremendous responsibility and sometimes hard decisions. The Beyem Seyo pack became so reliant on cattle at an unprecedented level, and we could not break the cycle, which ultimately is not good for the long-term recovery of wolves or for people.”

This management action follows months of effort by CDFW’s Summer Strike Team, which came to a close on September 30. The Summer Strike Team program, designed to prevent livestock attacks on ranching properties in the heavily impacted Sierra Valley, deployed over 18,000 staff hours across 114 days, engaging in 95 hazing events that helped to prevent an even greater loss in cattle deaths. Eighteen Sierra Valley ranches enrolled in the program. CDFW staff also assisted ranches in evaluating the use of wolf-deterring fladry and ensuring livestock carcasses are correctly disposed of to avoid attracting scavenging wolves. Additionally, the program helped facilitate depredation investigations, enabling ranchers to access compensation through **CDFW’s Wolf-Livestock Compensation Program**.

Partners in the Summer Strike Team include the USFWS, the U.S. Department of Agriculture, the National Resources Conservation Service, Sierra County, the Sierra County Sheriff’s Office, Plumas County, the Plumas County Sheriff’s Office, the California Wolf Center, and Sierra Valley Ranchers.

Gray wolves are protected as endangered species under both state and federal law, the California Endangered Species Act and the federal Endangered Species Act. CDFW takes that designation extraordinarily seriously, and lethal removal is permitted only under strict conditions. California state law provides for the conservation of endangered species like the gray wolf, including statutory recognition that the methods and procedures necessary to achieve conservation may include regulated take. CDFW worked with USFWS to ensure the actions taken were necessary and consistent with federal law.

About 100 years ago, because of efforts to eradicate the species, gray wolves disappeared from the California landscape. They returned to California through natural migration from Oregon in 2011. Most of California’s wolf population lives in the northeast portion of the state, with one pack residing in the southern Sierra Nevada.

For more information on gray wolves living in California, and actions individuals can take to deter wolves from their ranching properties, please visit CDFW’s web page on **Gray**

Wolf.

###

Media Contacts:

Contact: Jen Benedet, Jennifer.benedet@wildlife.ca.gov

Categories: Wolves

Tagged: Wolfs | Strike team | Beyem Seyo pack.

Office of Communications, Education and Outreach

P.O. Box 944209, Sacramento, CA 94244-2090

(916) 322-8911

E-Contract Review
Approval as to Form

Department Name: Tehama County Board of Supervisors

Vendor Name:

Contract Description: For the purpose of Resolution opposing the presence and introduction of wolves to Tehama County

APPROVED AS TO FORM:



Date: 11/10/2025

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Agenda Request Form

File #: 25-2000 **Agenda Date:** 12/9/2025 **Agenda #:** 19.

DIVISION OF ANIMAL SERVICES / PERSONNEL - Animal Care Center Manager Christine McClintock

Requested Action(s)
a) RESOLUTION - Request adoption of a resolution amending the FY 25/26 Position Allocation List (PAL), (Reso #2025-074) by deleting one (1.00 FTE) Animal Services Office Assistant allocation and adding one (1.00 FTE) Administrative Assistant allocation, effective 12/9/25

Financial Impact:
The requested action results in a financial impact of approximately $8,275 annually. The Division is able to fund this request from anticipated surplus revenue in the Division's Other Government Agencies Account (450740). As such, the request would not impact the General Fund.

Background Information:
Animal Services requests to amend the Position Allocation List (PAL) by deleting one (1.00 FTE) vacant Animal Services Office Assistant allocation and replacing it with one (1.00 FTE) Administrative Assistant allocation. This change is critical to improving operational efficiency and reducing reliance on the Department of Agriculture's Office Manager.

By approving this request, the Division will gain the ability to manage essential functions in-house, including preparing agenda items, processing payroll, and handling claims. Additionally, the Administrative Assistant will assume key responsibilities such as serving as safety coordinator, assisting with budget preparation, and managing purchase orders and agreements.

The Joint Council Bargaining Unit has been notified and is in agreement with the requested action.

RESOLUTION NO. _____

PAL CHANGE

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Tehama, State of California, does hereby amend **Resolution 2025-074, the 2025-26** Position Allocation List, as follows:

DEPARTMENT (BUDGET)/POSITION		**ALLOCATION** From	To	**RANGE** From	To	**EFFECTIVE DATE**
DIVISION OF ANIMAL SERVICES (2078)						
Animal Services Office Assistant	Decrease	1.00	0.00	12	-	12/9/25
Administrative Assistant	Increase	0.00	1.00	-	26	12/9/25

The Master Salary Schedule and any affected Exhibits will be updated to reflect the above changes, if applicable.

The foregoing resolution was offered on a motion by Supervisor _____, seconded by Supervisor _____ and adopted by the following vote of the Board:

AYES:

NOES:

ABSENT OR NOT VOTING:

STATE OF CALIFORNIA)
) SS
COUNTY OF TEHAMA)

I, Sean Houghtby, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full true and correct copy of a Resolution and Order adopted by the Board of Supervisors on the _____ day of _____, 2025.

Dated this _____ day of _____, 2025.

Sean Houghtby, County Clerk and ex-officio Clerk of the Board of Supervisors, County of Tehama, State of California

By _____
Deputy

RESOLUTION NO. _____

COUNTY OF TEHAMA

Department of Agriculture / Division of Animal Services

PO Box 38 • Red Bluff, California 96080 • (530)527-3439

Thomas Moss
Director of Animal Services
Email: tmoss@tehama.gov
Ph: (530) 527-4504

Christine McClintock
Animal Care Center Manager
Email: cmcclintock@tehama.gov
Ph: (530) 527-3439

September 30, 2025

Coral Ferrin
Personnel Director, Tehama County
727 Oak Street
Red Bluff, CA 96080

Dear Coral,

This is a request to address the Board of Supervisors to amend the Position Allocation List, as follows:

- 1.0 Animal Services Office Assistant, currently vacant, will be reclassified to an Administrative Assistant, thus changing the Position Allocation List by deleting one Animal Services Office Assistant and adding one Administrative Assistant.

Animal Services Position Allocation FY 2025-26

CURRENT	**Positions**
Animal Care Center Manger	1.0
Animal Services Coordinator	1.0
Animal Services Coordinator- Limited Term	1.0
Animal Services Office Assistant	1.0
Animal Care Specialist	1.0
Animal Care Attendants	3.0
TOTAL	**8.0**

PROPOSED	**Positions**
Animal Care Center Manger	1.0
Animal Services Coordinator	1.0
Animal Services Coordinator- Limited Term	1.0
Administrative Assistant	1.0
Animal Care Specialist	1.0
Animal Care Attendants	3.0
TOTAL	**8.0**

This memo contains the justification for the reclassification of one vacant position, and the budgetary implications. This will give the Division the ability to prepare agenda items, process payroll, and prepare claims in-house, rather than relying on the Department of Agriculture's Office Manager. The newly classified position will also take over the safety coordinator position and assist with budgets, purchase orders, and agreements.

Budgetary implications: This request, if granted, would increase the Department's Salary and Wages account (51010-51015) by approximately $8,275 annually. The Division is able to fund this request from anticipated surplus revenue in the Division's Other Government Agencies Account (450740.) As such, the request would not impact the General Fund.

Gabriel Hydrick
Chief Administrator

Tom Provine, *Admin. Serv. Dir.*
Arminda Searcy, *Administrative Analyst*
Orepa Mamea, *Administrative Fiscal Manager*
Coral Ferrin, *Personnel Director*
Levi Conner, *Facilities Maint. Manager*

Tehama County
County Administration
727 Oak Street
Red Bluff, California 96080
Phone: (530) 527-4655
Fax: (530) 527-3764

TEHAMA COUNTY

Tehama County Animal Services
Christine McClintock, Animal Care Center Manager
1830 Walnut St.
Red Bluff, CA 96080

November 12, 2025

Re: Approval – Both of your requests are approved.

Your request dated September 30, 2025, to reclassify 1.0 Animal Services Office Assistant, currently vacant, to be reclassified as an Administrative Assistant, thus changing the Position Allocation List by deleting one Animal Services Office Assistant and adding one Administrative Assistant.

The second request to maintain the 1.0 Animal Services Coordinator position- Limited Term, will be maintained on the Position Allocation List through June 30, 2026, thus changing the Position Allocation List. The proposed change constitutes maintaining the Animal Services Coordinator, Limited Term, on the Department's Position Allocation List. This will extend full-time employee's sunset date through June 30, 2026.

These changes will give the Division the ability to prepare agenda items, process payroll, and prepare claims in-house, rather than relying on the Department of Agriculture's Office Manager. The newly classified position will take over the safety coordinator position and assist with budgets, purchase orders, and agreements. Maintaining the Animal Services Coordinator will allow staff coverage during lunch hours, as well as provide more flexibility for this position to work extra hours during staff shortages or leaves of absence. The reclassifications support the needs of the department and will allow the Department to be more self-sufficient.

Thank you for your continued leadership and commitment to excellence in service.

Sincerely,

Gabriel Hydrick
Chief Administrator

Tehama County

Agenda Request Form

File #: 25-2040 **Agenda Date:** 12/9/2025 **Agenda #:** 20.

DISTRICT ATTORNEY - District Attorney Matthew D. Rogers

Requested Action(s)
a) TRANSFER OF FUNDS: DISTRICT ATTORNEY, B-25 - From State Asset Seizure Funds (2013-471122), $3,500, to Contingency (2002-59000), $3,500; from Contingency (2002-59000), $3,500, to Internal Assets (2013-53800), $3,500. **(Requires 4/5's vote)**

Financial Impact:
Tehama County District Attorney - Bureau of Investigations is in need of a commercial washer and dryer and will be paid for from State Asset Seizure funds allocated to the Tehama County District Attorney's Office. The cost is estimated to be $3,500. There is no financial impact to the General Fund.

Background Information:
The Tehama County District Attorney-Bureau of Investigations is asking for funds to be transferred for the purchase of a new commercial washer and dryer. The washer and dryer will be installed and utilized at the Bureau of Investigations in support of the marijuana eradication operations.

During eradication operations, personnel frequently encounter plants, soil, and miscellaneous equipment contaminated with harsh chemicals, including fertilizers, pesticides and other substances often used in illegal marijuana cultivation. These chemicals can adhere to uniforms, protective equipment, and other washable gear. Without proper decontamination, they pose health risks to personnel and their families if washed at home. A dedicated washer and dryer will ensure that all contaminated uniforms can be washed promptly and without exposing their families to the harsh chemicals/contaminants associated with marijuana cultivation. For these reasons, the purchase of the washer and dryer is necessary to maintain a safe working environment and the support of ongoing marijuana eradication operations.

Tehama County Auditor's Office

BUDGET APPROPRIATION INCREASE REQUEST

Auditor Number B-25

DEPARTMENT NAME District Attorney (2013)

Date: 11/24/2025

We am requesting an increase or decrease to my budget appropriates as listed below:

Check one [ ] **"Previous Year Revenue"** [X] **"New Revenue"**

Funding Source State Asset Seizure Funds

****Note* ***General Fund and Public Safety "MUST" use Contingency when increasing budget***

Increase Revenue Budget				Increase Expenditure Budget			
FUND DEPT NO	**ACCOUNT NUMBER**	**ACCOUNT NAME**	**AMOUNT**	**FUND DEPT NO**	**ACCOUNT NUMBER**	**ACCOUNT NAME**	**AMOUNT**
2013	471122	State Asset Seizure Funds	$ 3,500.00	2002	59000	Contingency	$ 3,500.00
2002	59000	Contingency	$ 3,500.00	2013	53800	Internal Assets	$ 3,500.00
		Total Journal	**$ 7,000.00**			Total Journal	**$ 7,000.00**

INCREASE / (DECREASE) APPROVED

Matthew D. A
SIGNATURE OF REQUESTING OFFICIAL

11/21/2025
DATE

SANDRA PALMER 11/24/25
AUDITOR DATE

BOARD OF SUPERVISORS DATE

A-117
Jan-19

Tehama County

Agenda Request Form

File #: 25-2031 **Agenda Date:** 12/9/2025 **Agenda #:** 21.

COMMUNITY ACTION AGENCY / PERSONNEL - Social Services Director Bekkie Emery

Requested Action(s)
a) RESOLUTION - Request adoption of a resolution amending the FY 25/26 Position Allocation List (PAL), (Reso #2025-074) by extending the sunset date for one (1.00 FTE) CAA Case Manager (Limited Term) from 12/31/25 to 12/31/26, effective 12/9/25

Financial Impact:
The requested action will increase to the Community Action Agency (CAA) budget (5062) by approximately $161,278.88. This amount includes the CAA Case Manager salary and benefits, supervision, and operating expenses for an additional twelve (12) months. In addition to the ongoing planning allocation that will partially fund this program, the Social Services Department has been notified of a one-time funding allocation that is expected to sustain the program through the proposed sunset date. The corresponding budget adjustment will be incorporated during the Midyear Review process for both Social Services and the CAA.

Background Information:
The Community Action Agency is requesting to amend the Position Allocation List (PAL) by extending the sunset date for one (1) limited-term CAA Case Manager allocation. This specific CAA Case Manager is assigned to the Housing and Disability Advocacy Program (HDAP). HDAP provides housing support to individuals likely eligible for disability benefits and experiencing homelessness or at risk for homelessness. The goal for HDAP is to secure disability benefits for participants and stabilize them in permanent Housing. The Case Manager allocation assigned to this program was added to the PAL in 2022 and is currently set to sunset on 12/31/25. Because ongoing funding was uncertain during the Adopted Budget process, the sunset date was not extended at that time. However, the Agency has now secured funding to maintain this position for an additional year, establishing a new sunset date of 12/31/26.

The Joint Council Bargaining Unit has been notified of the proposed action and is in agreement.

RESOLUTION NO. _____

PAL CHANGE

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Tehama, State of California, does hereby amend **Resolution 2025-074, the 2025-26** Position Allocation List, as follows:

DEPARTMENT (BUDGET)/POSITION	**SUNSET DATE** From	To	**EFFECTIVE DATE**
COMMUNITY ACTION AGENCY (5062)			
CAA Case Manager (Limited Term)	12/31/25	12/31/26	12/9/25

The Master Salary Schedule and any affected Exhibits will be updated to reflect the above changes, if applicable.

The foregoing resolution was offered on a motion by Supervisor _____, seconded by Supervisor _____ and adopted by the following vote of the Board:

AYES:

NOES:

ABSENT OR NOT VOTING:

STATE OF CALIFORNIA)
) SS
COUNTY OF TEHAMA)

I, Sean Houghtby, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full true and correct copy of a Resolution and Order adopted by the Board of Supervisors on the _____ day of _____, 2025.

Dated this _____ day of _____, 2025.

Sean Houghtby, County Clerk and ex-officio Clerk of the Board of Supervisors, County of Tehama, State of California

By _____
Deputy

RESOLUTION NO. _____

Tehama County
SOCIAL SERVICES
ASSIST • EMPOWER • PROTECT

Mailing Address: P.O. Box 1515, Red Bluff, CA 96080
Red Bluff Office: (530) 527-1911 fax (530) 527-5410 310 South Main St.
Corning Office: (530) 824-9182 fax (530) 527-5410 275 Solano St. **www.tcdss.org**

October 27, 2025

TO: Tehama County Chief Administrator, Gabriel Hydrick

CC: Tehama County Personnel Director, Coral Ferrin

RE: **Budget Unit 5062** Tehama County Community Action Agency Request for Position Allocation List (PAL) amendment.

Community Action Agency is requesting an amendment to the Budget Unit 5062 PAL to be effective upon approval, no later than December 31, 2025.

Budget Unit 5062 Community Action Agency

The requests are as follows:

Department	Budget Unit	Position Title	Requesting FTE + OR -	Use existing PAL number
Community Action Agency	5062	CAA Case Manager (HDAP)	EXTEND SUNSET FROM 12/31/2025 TO 12/31/2026	P1032

BACKGROUND

The Case Manager for the Housing and Disability Advocacy Program (HDAP) was added in 2022. HDAP provides housing supports to people likely eligible for disability benefits and experiencing homelessness or at risk of homelessness. The goal of HDAP is to secure disability benefits for participants and stabilize them in permanent housing. Social Services has received State funding for this program, and contracts with Community Action Agency for case management.

FINANCIAL IMPACT

CAA Case Manager (HDAP) Budget Unit 5062. The current sunset date for this position is 12/31/25. We are requesting an extension to 12/31/2026 (1 year). The increased cost to extend the program through December 2026 is $161,278.88. These costs include the Case Manager's salary and benefits, supervision and operating costs for an additional 12 months.

Funding for the current fiscal year (FY) 2025-26 was only planned through 12/31/25 in the Adopted Budget because ongoing funding was uncertain. In addition to the ongoing planning allocation that will partially fund this program, Social Services has been notified of a one-time funding allocation that will potentially fund this program to the new requested sunset date of 12/31/26. If needed, the Community Action Agency will provide CSBG funding to operate the program through December 2026. The current FY 25-26 budget adjustments will be made during the Midyear Review process for both Social Services and Community Action Agency.

Sincerely,

Shannon Anthony, Social Services Deputy Director - Operations

On behalf of Bekkie Emery, Social Services Director

Gabriel Hydrick
Chief Administrator

Tom Provine, *Admin. Serv. Dir.*
Arminda Searcy, *Administrative Analyst*
Orepa Mamea, *Administrative Fiscal Manager*
Coral Ferrin, *Personnel Director*
Levi Conner, *Facilities Maint. Manager*

Tehama County
County Administration
727 Oak Street
Red Bluff, California 96080
Phone: (530) 527-4655
Fax: (530) 527-3764

TEHAMA COUNTY

Tehama County Social Services
Shannon Anthony, Social Services Deputy Director
310 South Main St.
Red Bluff, CA 96080

November 12, 2025

Re: Approval – Amendment to the Tehama County Community Action Agency Position Allocation List.

Your request dated October 27, 2025, to extend the CAA Case Manager (HDAP) sunset date from 12/31/2025 to 12/31/2026 has been reviewed and approved.

This request supports the needs of the department and our community.

Thank you for your continued leadership and commitment to excellence in services.

Sincerely,

Gabriel Hydrick
Chief Administrator

Tehama County

Agenda Request Form

File #: 25-2032 **Agenda Date:** 12/9/2025 **Agenda #:** 22.

PROBATION / PERSONNEL - Chief Probation Officer Pamela Gonzalez

Requested Action(s)
a) RESOLUTION - Request adoption of a resolution amending the FY 25/26 Position Allocation List (PAL), (Reso #2025-074) by extending the sunset date for one (1.00 FTE) Deputy Probation Officer IV (Limited Term) from 12/31/25 to 3/1/26, effective 12/9/25

Financial Impact:
The requested action will result in an increase to the FY 25/26 Probation budget (2037) by approximately $21,901.

Background Information:
On June 24, 2025, the Board approved an amendment to the Probation Department's Position Allocation List (PAL) by adding a Deputy Probation Officer IV (Limited Term) allocation with a sunset date of December 31, 2025. This allocation was established to address operational challenges resulting from an employee's extended medical leave, which left the Department short-staffed in a critical supervisory role. Due to a pending Industrial Disability Retirement (IDR) determination, it is necessary to extend the sunset date from December 31, 2025, to March 1, 2026.

The Tehama County Peace Officers' Association has been notified and is in agreement with the requested action.

RESOLUTION NO. _____

PAL CHANGE

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Tehama, State of California, does hereby amend **Resolution 2025-074, the 2025-26** Position Allocation List, as follows:

	SUNSET DATE		
DEPARTMENT (BUDGET)/POSITION	From	To	**EFFECTIVE DATE**
PROBATION (2037)			
Deputy Probation Officer IV (Limited Term)	12/31/25	3/1/26	12/9/25

The Master Salary Schedule and any affected Exhibits will be updated to reflect the above changes, if applicable.

The foregoing resolution was offered on a motion by Supervisor _____, seconded by Supervisor _____ and adopted by the following vote of the Board:

AYES:

NOES:

ABSENT OR NOT VOTING:

STATE OF CALIFORNIA)
) SS
COUNTY OF TEHAMA)

I, Sean Houghtby, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full true and correct copy of a Resolution and Order adopted by the Board of Supervisors on the _____ day of _____, 2025.

Dated this _____ day of _____, 2025.

Sean Houghtby, County Clerk and ex-officio Clerk of the Board of Supervisors, County of Tehama, State of California

By _____
Deputy

RESOLUTION NO. _____

Tehama County

Agenda Request Form

File #: 25-2070 **Agenda Date:** 12/9/2025 **Agenda #:** 23.

TEHAMA COUNTY BOARD OF EQUALIZATION - County Assessor Burley Phillips

Requested Action(s)
a) Request approval of the following withdrawal as recommended by the County Assessor:

1) Assessment Appeal No. 12-2024 & 13-2024, Belle Mill Property Owners, LLC

Financial Impact:
N/A

Background Information:
Reference the attached background information.

This appeal is identified as application number #12-2024 &13-2024.

Date Appeal Received: November 26, 2024
Date Withdrawal Received: November 25, 2025
APN: 041-430-020 & 21
Owner:
Belle Mill Property Owners LLC
5743 Corsa Ave, Suite 215
Westlake Village, CA 91362

Brief History of Subject

The subject property is a Shopping center known as Belle Mill Landing.

The Value is currently $11,330,000 based on a 2021 Stipulation. We believe that this value is still appropriate.

We Have requested information from the applicant's agent to help determine the correct market value. Rather than provide this information the agent has chosen to withdraw.

The Assessor's Office respectfully requests that the withdrawal be accepted.

BOE-305-WD REV. 02 (07-15)

ASSESSMENT APPEAL WITHDRAWAL

Mail or fax the completed form to the Clerk of the Board at the address shown.

APPLICANT AND PROPERTY INFORMATION

NAME OF APPLICANT					HEARING DATE *if applicable*
Belle Mille PAD Owner, LLC / Belle Mill Property Owner, LLC (U.S. Realty Partners Inc.)					12/09/2025
MAILING ADDRESS OF APPLICANT *(STREET ADDRESS OR P. O. BOX)*				EMAIL ADDRESS	
5743 Corsa Ave., Suite #215					
CITY	STATE	ZIP CODE	DAYTIME TELEPHONE	ALTERNATE TELEPHONE	FAX TELEPHONE
Westlake Village	CA	91362	( )	( )	( )

I no longer wish to pursue an assessment appeal on the property, or properties, indicated below and hereby request that the *Assessment Appeal Application* be withdrawn.

APPLICATION NUMBER	PARCEL, ACCOUNT OR TAX BILL NUMBER
12-2024	041-430-021-000
13-2024	041-430-020-000

☐ ADDITIONAL AFFECTED APPLICATIONS ARE LISTED ON ATTACHMENT. NUMBER OF PAGES ATTACHED: _____

An *Assessment Appeal Application* may be withdrawn at any time prior to or at the time of the hearing upon submission of this request, unless the Assessor has given the applicant a written notice of an intention to recommend an increase in the assessed value of the property. Additionally, the county Board can decide to review an assessment even though the Assessor and applicant may have agreed to withdraw the appeal.

Withdrawals are final and will conclude any further action on the appeal. No conditional withdrawals will be accepted.

CERTIFICATION

I certify that I am authorized to transact all business relating to the above filing, including this withdrawal of the Assessment Appeal Application.

SIGNATURE	DATE
▶ *See Attached*	11/25/2025
PRINT NAME OF AUTHORIZED SIGNER	TITLE
Wayne Tannenbaum	
COMPANY NAME	EMAIL ADDRESS
Pivotal Tax Solutions	appeals@pivotaltax.com

FILING STATUS

☐ OWNER ☑ AGENT ☐ ATTORNEY ☐ SPOUSE ☐ REGISTERED DOMESTIC PARTNER ☐ CHILD ☐ PARENT ☐ PERSON AFFECTED

☐ CALIFORNIA ATTORNEY, STATE BAR NUMBER: _____ ☐ CORPORATE OFFICER OR DESIGNATED EMPLOYEE

FOR COUNTY BOARD USE ONLY

☐ The withdrawal request is accepted and will conclude any further action on the appeal.

☐ The withdrawal request is denied. The Assessor has delivered a notice of increase. Your appeal will be set for hearing, in which you will be notified of the date no less than 45 days prior to the hearing date.

☐ The withdrawal request is denied by the appeals board. In accordance with section 1610.8, the appeals board has the authority to proceed with an assessment review to determine the full value of the property or other issues.

ATTEST BY COUNTY BOARD:

DATED: _____

BY: _____ _____

CHAIRPERSON CLERK OF THE BOARD

RECEIVED
NOV 25 2025
TEHAMA COUNTY BOARD OF EQUALIZATION

TO: Tehama County Board of Equalization
P.O. Box 250
Red Bluff, CA 96080
Phone: (530) 527-3287
Fax: (530) 527-1745

APPLICANTS NAME: Belle Mill Property Owner, LLC

AGENTS NAME: Pivotal Tax Solutions
(If Applicable)

This certifies withdrawal of Assessment Appeal(s) # 12-2024 / 13-2024 for APN# 041-430-021-000 / 041-430-020-000

Sincerely,

Applicant/Agent Signature: Wayne Tannenbaum

Date: Nov. 25, 2025

Tehama County

Agenda Request Form

File #: 25-1980 **Agenda Date:** 12/9/2025 **Agenda #:** 24.

BUILDING DEPARTMENT - Building Official Patrick Ewald

Requested Action(s)
a) PUBLIC HEARING - Conduct a public hearing regarding the proposed adoption of an ordinance repealing and re-adopting Title 15 - Building and Construction of the Tehama County Code to incorporate the most current California Building Standards Code and related updates

b) ORDINANCE - Request adoption of an ordinance repealing all of Title 15 and readopting Title 15 with current Governing Codes (2025) and mid-cycle amendments

1) Waive the reading
2) Accept the introduction
3) Adopt the Ordinance

Financial Impact:
Financial impact to the department is not significant. Each code change cycle requires purchasing of new code books and publication of ordinance costs, as required by the code.

Background Information:
Every three years local enforcement agencies must adopt the triennial Title 24 requirements to ensure that all new and existing buildings meet energy, construction and safety standards. The Building Department has the authority and responsibility to enforce the provisions of these laws and to ensure all phases of construction are in compliance with the applicable codes and regulations.

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Tehama County Board of Supervisors will hold a public hearing on Tuesday, **DECEMBER 9, 2025 at 10:00 a.m**., or as soon thereafter as may be heard, in Board Chambers, 727 Oak Street, Red Bluff, California, on the following matters:

SUMMARY NOTICE OF PROPOSED ORDINANCE: The Tehama County Board of Supervisors will consider adoption of an ordinance repealing and re-adopting Title 15 – Building and Construction of the Tehama County Code to incorporate the most current California Building Standards Code and related updates.

A copy of the full text of the proposed ordinance will be available at the following locations: Tehama County Building Department, 444 Oak Street, Room H, Red Bluff, CA, 96080 and online at https://www.tehama.gov/government/departments/building-and-safety and the Tehama County Clerk of the Board of Supervisors Office 633 Washington Street, Room 12 County Courthouse, P.O. Box 250, Red Bluff CA 96080.

All interested persons are invited to attend and be heard. Please be advised that if you challenge above entitled matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered at or prior to the Public Hearing to the Tehama County Clerk of the Board Office, Room 12 County Courthouse, P.O. Box 250, Red Bluff CA 96080.

SEAN HOUGHTBY
Clerk of the Board

PUBLISH: November 25, 2025 and December 2, 2025
Make Affidavit of Publication
Meeting Date: December 9, 2025
Red Bluff Daily News
Charge: Tehama County Building Department
444 Oak Street, Room H
Red Bluff CA 96080

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TEHAMA REPEALING ALL OF TITLE 15 AND READOPTING TITLE 15 WITH CURRENT GOVERNING CODES (2025) AND MID-CYCLE AMENDMENTS

Title 15
BUILDINGS AND CONSTRUCTION

Chapters:

Chapter 15.02 UNIFORM ADMINISTRATIVE CODE

Sections:

ARTICLE I. TITLE, SCOPE AND GENERAL

15.02.110 Title.

This chapter shall be known and cited as the "Uniform Administrative Code" (hereinafter referred to as "code").

(Ord. 1708 § 2(part), 1999)

15.02.120 Purpose.

The purpose of this code is to provide for the uniform administration and enforcement of the technical codes adopted by this jurisdiction.

The purpose of this code and the technical codes is not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this code.

(Ord. 1708 § 2(part), 1999)

15.02.130 Scope.

The provisions of this code shall serve as the administrative, organizational and enforcement rules and regulations for the technical codes which regulate site preparation and construction, alteration, moving, demolition, repair, use and occupancy of buildings and structures and building service equipment within this jurisdiction. Except as specifically provided in Chapter 15.28, the provisions of this code shall also serve as the administrative, organizational and enforcement rules and regulations for the installation of mobilehomes and commercial coaches within this jurisdiction.

(Ord. 1708 § 2(part), 1999)

15.02.140 Application to existing buildings and building service equipment.

A. General. Buildings, structures and their building service equipment to which additions, alterations or repairs are made shall comply with all the requirements of the technical codes for new facilities, except as specifically provided in this section.

B. Additions, Alterations and Repairs. Additions, alterations or repairs may be made to a building or its building service equipment without requiring the existing building or its building service equipment to comply with all the requirements of the technical codes, provided the addition, alteration or repair conforms to that required for a new building or building service equipment.

Additions or alterations shall not be made to an existing building or building service equipment which will cause the existing building or building service equipment to be in violation of the provisions of the technical codes nor shall such additions or alterations cause the existing building or building service equipment to become unsafe. An unsafe condition shall be deemed to have been created if an addition or alteration will cause the existing building or building service equipment to become structurally unsafe or overloaded; will not provide adequate egress in compliance with the provisions of the building code or will obstruct the existing exits; will create a fire hazard; will reduce required fire resistance; will cause building service equipment to become overloaded or exceed their rated capacities; will create a health hazard or will otherwise create conditions dangerous to human life. A building so altered, which involves a change in use or occupancy, shall not exceed the height, number of stories and area permitted by the building code for new buildings. A building plus new additions shall not exceed the height, number of stories and area specified by the building code for new buildings.

Additions or alterations shall not be made to an existing building or structure when the existing building or structure is not in full compliance with the provisions of the building code except when the addition or alteration will result in the existing building or structure being no more hazardous based on life safety, fire-safety and sanitation, than before such additions or alterations are undertaken.

EXCEPTION: Alteration of existing structural elements, or additions of new structural elements, which are not required by Section 15.02.140(d) and which are initiated for the purpose of increasing the lateral-force-resisting strength or stiffness of an existing structure need not be designed for forces conforming to these regulations provided that an engineering analysis is submitted to show that:

1. The capacity of existing structural elements required to resist forces is not reduced; and
2. The lateral loading to required existing structural elements is not increased beyond their capacity; and
3. New structural elements are detailed and connected to the existing structural elements as required by these regulations; and
4. New or relocated nonstructural elements are detailed and connected to existing or new structural elements as required by these regulations; and
5. An unsafe condition as defined above is not created.

Alterations or repairs to an existing building or structure which are nonstructural and do not adversely affect a structural member or a part of the building or structure having required fire resistance may be made with the same materials of which the building or structure is constructed, subject to approval by the building official. Installation or replacement of glass shall be as required for new installations.

Minor additions, alterations and repairs to existing building service equipment installations may be made in accordance with the technical code in effect at the time the original installation was made, subject to approval of the building official, and provided such additions, alterations and repairs will not cause the existing building service equipment to become unsafe, insanitary or overloaded.

C. Existing Installations. Building service equipment lawfully in existence at the time of the adoption of the technical codes may have their use, maintenance or repair continued if the use, maintenance or repair is in

accordance with the original design and a hazard to life, health or property has not been created by such building service equipment.

D. Existing Occupancy. Buildings in existence at the time of the adoption of the building code may have their existing use or occupancy continued if the use or occupancy was legal at the time of the adoption of the building code, and provided continued use is not dangerous to life, health and safety.

Any change in use or occupancy of any existing building or structure shall comply with the provisions of Section 15.02.390 of this code and ~~3405 of the UBC~~. **Title 24 Part 10 of the California Existing Building Code**

E. Maintenance. Buildings, structures and building service equipment, existing and new, and parts thereof shall be maintained in a safe and sanitary condition. Devices or safeguards which are required by the technical codes shall be maintained in conformance with the technical code under which installed. The owner or the owner's designated agent shall be responsible for the maintenance of buildings, structures and their building service equipment. To determine compliance with this subsection, the building official may cause a structure to be reinspected.

F. Moved Buildings. Alterations or repairs to buildings or structures moved into or within this jurisdiction that are nonstructural and do not adversely affect any structural member or any part of the building or structure having required fire resistance may be made with the same materials of which the building or structure is constructed, subject to approval by the building official. The installation or replacement of glass shall be as required for new installations.

Minor additions, alterations and repairs to moved building service equipment installations may be made in accordance with the technical codes in effect at the time the original installation was made, subject to the approval of the building official, and provided such additions, alterations and repairs will not cause the moved building service equipment to become unsafe, unsanitary or overloaded.

G. Temporary Structures. Temporary structures such as reviewing stands and other miscellaneous structures, sheds and canopies, or fences used for the protection of the public around and in conjunction with construction work, may be erected by special permit from the building official for a limited period of time. Buildings or structures erected under a special permit need not comply with the type of construction or fire-resistive time periods required by the UBC. Temporary buildings or structures shall be completely removed upon the expiration of the time limit stated in the permit.

H. Historic Buildings. Repairs, alterations and additions necessary for preservation, restoration, rehabilitation or continued use of a building, structure or its building service equipment shall be made in conformance with the State Historical Building Code, Part 8, Title 24, California Code of Regulations.

(Ord. 1708 § 2(part), 1999)

15.02.150 Definitions.

For the purpose of this code, certain terms, phrases, words and their derivatives shall be construed as specified in this section. Where terms are not defined, they shall have their ordinarily accepted meanings within the context with which they are used. Webster's Third New International Dictionary of the English Language, Unabridged, copyright 1986, shall be considered as providing ordinarily accepted meanings. Words used in the singular include the plural and the plural the singular. Words used in the masculine gender include the feminine and the feminine the masculine.

"Addition" is an extension or increase in floor area or height of a building or structure.

"Alter" or "alteration" is a change or modification in construction or building service equipment.

"Approved," as to materials, types of construction, equipment and systems, refers to approval by the building official as the result of investigation and tests conducted by the building official, or by reason of accepted principles or tests by recognized authorities, technical or scientific organizations.

"Approved agency" is an established and recognized agency engaged in conducting tests or furnishing inspection services, when the agency has been approved by the building official.

"Building" is a structure used or intended for supporting or sheltering a use or occupancy.

"Building code" is the **California Code of Regulations, Title 24, also referred to as the California Building Standards Code** ~~Uniform Building Code promulgated by the International Conference of Building Officials~~, as adopted by the County of Tehama.

"Building department" shall mean the Tehama County Department of Building and Safety.

"Building, existing." "Existing building" shall mean a legally permitted building or structure that is: (a) currently listed on the tax assessor rolls, or (b) any building or structure for which construction was commenced before April 26, 1962, and completed by April 26, 1963.

"Building official" is the officer or other designated authority charged with the administration and enforcement of this code. The terms "administrative authority," "code official," "responsible official," "chief inspector," "chief of the department of building and safety," or other similar designation shall be considered synonymous with the term building official as they appear in this code or the technical codes.

"Building service equipment" refers to the plumbing, mechanical, electrical and elevator equipment including piping, wiring, fixtures and other accessories which provide sanitation, lighting, heating, ventilation, cooling, refrigeration, fire-fighting and transportation facilities essential to the occupancy of the building or structure for its designated use.

"CBC" shall mean the current edition of the California Building Code

"County or jurisdiction" shall mean the County of Tehama when referring to a political entity, or an unincorporated area of said county when referring to area.

"Fire chief" shall mean the chief of the fire protection district or other special district maintaining a fire department pursuant to statutory authority to do so, wherein any building or structure is to be located, or in any area not within such district, the same shall mean the chief of the California Department of Forestry of the county.

"Listed" and "listing" are terms referring to equipment and materials which are shown in a list published by an approved testing agency, qualified and equipped for experimental testing and maintaining an adequate periodic inspection of current productions and which listings states that the material or equipment complies with accepted national standards which are approved, or standards which have been evaluated for conformity with approved standards.

"Occupancy" is the purpose for which a building, or part thereof, is used or intended to be used.

"Owner" is any person, agent, firm or corporation having a legal or equitable interest in the property.

"Permit" is an official document or certificate issued by the building official authorizing performance of a specified activity.

"Permittee" is the person to whom the permit has been issued; the legal owner of the property. This shall include any person to whom the permit has been transferred per Section 15.02.330(0).

"Person" is a natural person, heirs, executors, administrators or assigns, and also includes firm, partnership or corporation, its or their successors or assigns, or the agent of any of the aforesaid.

"Repair" is the reconstruction or renewal of any part of an existing building, structure or building service equipment for the purpose of its maintenance.

"Shall," as used in this code, is mandatory.

"Structural observation" shall mean the visual observation of the structural system including but not limited to, the elements and connections at significant construction stages, and the completed structure for general conformance to the approved plans and specifications.

Structural observation does not include or waive the responsibility for the inspections required by Section 15.02.370.

"Structure" is that which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner.

"Technical codes" refers to the following codes adopted by the county of Tehama, which contain the provisions for design, construction, alteration, addition, repair, removal, demolition, use, location, occupancy and maintenance of buildings and structures and building service equipment as herein defined:

Tehama County Code Chapter 15.04, Building Code (hereinafter referred to as "building code").

Tehama County Code Chapter 15.06, Residential Code (hereinafter referred to as "residential code").

Tehama County Code Chapter 15.08, Housing Code (hereinafter referred to as "housing code").

Tehama County Code Chapter 15.10, Green Building Code (hereinafter referred to as "green building code").

Tehama County Code Chapter 15.12, Dangerous Buildings Code (hereinafter referred to as "dangerous buildings code").

Tehama County Code Chapter 15.16, Plumbing Code (hereinafter referred to as "plumbing code").

Tehama County Code Chapter 15.20, Electrical Code (hereinafter referred to as "electrical code").

Tehama County Code Chapter 15.22, Mechanical Code (hereinafter referred to as "mechanical code").

Tehama County Code Chapter 15.24, Swimming Pool Code (hereinafter referred to as "swimming pool code").

Tehama County Code Chapter 15.26, Sign Code (hereinafter referred to as "sign code").

Tehama County Code Chapter 15.28, Mobilehome Code (hereinafter referred to as "mobilehome code").

Tehama County Code Chapter 15.40, California Administrative Code (hereinafter referred to as "state administrative code").

"UBC" means the most recent edition of the **Title 24 California Building Standards Code** ~~Uniform Building Code~~, as referenced in Tehama County Code, Chapter 15.04.

"UBC Standards" are those standards published in **Title 24 California Building Standards Code** ~~Volume 3 of the Uniform Building Code~~ promulgated by the **International Code Council** ~~International Conference of Building Officials~~, as adopted by the county of Tehama.

"Valuation" or "value," as applied to a building and its building service equipment, shall be the estimated cost to replace the building and its building service equipment in kind, based on current replacement costs.

(Ord. 1708 § 2(part), 1999)

(Ord. No. 2086 , § 2, 2-4-2020; Ord. No. 2127 , § 2, 12-20-2022)

15.02.160 Conflicting provisions.

When conflicting provisions or requirements occur between this code, the technical codes and other codes or laws, the most restrictive shall govern.

When conflicts occur between the technical codes, those provisions providing the greater safety to life shall govern. In other conflicts where sanitation, life safety or fire-safety are not involved, the most restrictive provisions shall govern.

Where in a specific case different sections of the technical codes specify different materials, methods of construction or other requirements, the most restrictive shall govern. When there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

When conflicts occur between specific provisions of this code and administrative provisions in a technical code which is then applicable within this jurisdiction, the provisions of this code shall prevail.

(Ord. 1708 § 2(part), 1999)

15.02.170 Alternate materials, methods of design and methods of construction.

The provisions of the technical codes are not intended to prevent the use of any material, method of design or method of construction not specifically prescribed by the technical codes, provided an alternate has been approved and its use authorized by the building official.

The building official may approve an alternate, provided the building official finds that the proposed design is satisfactory and complies with the provisions of the technical codes and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed in the technical codes in suitability, strength, effectiveness, fire resistance, durability, safety and sanitation.

The building official shall require that sufficient evidence or proof be submitted to substantiate claims that may be made regarding its use. The details of an action granting approval of an alternate shall be recorded and entered in the files of the code enforcement agency.

(Ord. 1708 § 2(part), 1999)

15.02.180 Modifications.

Whenever there are practical difficulties involved in carrying out the provisions of the technical codes, the building official may grant modifications for individual cases. The building official shall first find that a special individual reason makes the strict letter of the technical code impractical and the modification is in conformity with the intent and purpose of the technical code, and that such modification does not lessen health, life safety and fire-safety requirements or any degree of structural integrity. The details of actions granting modifications shall be recorded and entered in the files of the code enforcement agency.

(Ord. 1708 § 2(part), 1999)

15.02.190 Tests.

Whenever there is insufficient evidence of compliance with the provisions of the technical codes or evidence that materials or construction do not conform to the requirements of the technical codes, the building official may require tests as evidence of compliance to be made at no expense to the jurisdiction.

Test methods shall be as specified by the technical codes or by other recognized tests standards. In the absence of recognized and accepted test methods, the building official shall determine test procedures.

Tests shall be made by an approved agency. Reports of such tests shall be retained by the building official for the period required for the retention of public records.

(Ord. 1708 § 2(part), 1999)

ARTICLE II. ORGANIZATION AND ENFORCEMENT

15.02.210 Authority.

A. Creation of Enforcement Agency. There is hereby established in this jurisdiction a code enforcement agency entitled department of building and safety which shall be responsible for the enforcement of this code and all technical codes and shall be under the administrative and operational control of the building official.

B. General. The building official shall be designated by the board of supervisors of Tehama County and shall hold office at the pleasure of the board of supervisors. The building official shall coordinate and develop programs and policies for the consistent and uniform enforcement of these codes.

(Ord. 1708 § 2(part), 1999)

15.02.220 Powers and duties of the building official.

A. General. The building official is hereby authorized and directed to enforce all the provisions of this code and the referenced technical codes. For such purposes, the building official shall have the powers of a law enforcement officer. The building official shall have the power to render interpretations of this code and the referenced technical codes, and to adopt and enforce rules and regulations supplemental to this code as may be deemed necessary in order to clarify the application of the provisions of this code. Such interpretations, rules and regulations shall be in conformity with the intent and purpose of this code.

B. Deputies. In accordance with prescribed procedures and with the approval of the appointing authority, the building official may appoint such number of technical officers and inspectors and other employees as shall be authorized from time to time. The building official may deputize such inspectors or employees as may be necessary to carry out the functions of the department of building and safety.

C. Right of Entry. Whenever necessary to make inspection to enforce any provisions of this code and the technical codes or whenever the building official or an authorized representative has reasonable cause to believe that there exists in any building or upon any premises any condition or code violation which makes such building or premises unsafe, dangerous or hazardous, the building official or an authorized representative may enter such building or premises at all reasonable times to inspect the same or to perform any duty imposed upon the building official by such codes, provided that if such building or premises be occupied, that proper credentials be presented to the occupant and entry requested. If such building or premises be unoccupied, the building official or an authorized representative shall first make a reasonable effort to locate the owner or other persons having charge or control of the building or premises and request entry. Should entry be refused, the building official shall have recourse to every remedy provided by law to secure entry.

D. Stop Work Order. Whenever any work is being done contrary to the provisions of this code, the technical codes, or other pertinent laws or ordinances implemented through the enforcement of this code, the building official, or authorized representative may order the work stopped by notice in writing served on the persons engaged in the doing or causing such work to be done; and such persons shall forthwith stop the work until authorized by the building official to proceed with the work.

E. Occupancy Violations. The occupancy or use of any building or structure prior to the final inspection or issuance of a certificate of occupancy is prohibited. When a building or structure or building service equipment therein regulated by this code and the technical codes is being used contrary to the provisions of such codes, the building official may order such use discontinued by written notice served on any person causing such use to be continued. Such person shall discontinue the use within the time prescribed by the building official after receipt of such notice to make the structure, or portion thereof, comply with the requirements of such codes. The building official shall cause the following actions to be taken:

    1. Notify, by first class mail, the current owner of record, the applicant for the building permit and any trust deed holders which are known to the department of the violation and the fact that such occupancy is potentially hazardous, and

2. Post the building or structure at all entrances and exits with a notice that substantially states the following:

DO NOT REMOVE THIS NOTICE. It is a violation of sub-section (e) of section 15.02.220 of the Tehama County Code to use or occupy this building or structure prior to the final inspection or issuance of a certificate of occupancy. THIS BUILDING HAS NOT PASSED A FINAL INSPECTION AND MAY HAVE LIFE AND FIRE SAFETY HAZARDS. A Notice of Noncompliance will be recorded on this property if the required final inspection and/or certificate of occupancy have not been secured within thirty (30) days. Removal of this notice by other than the Building Official or an authorized representative is a violation of Tehama County Code and may be prosecuted to the full extent of the law.

3. In those cases where the owner of the property fails to obtain the required final inspection and/or certificate of occupancy within thirty days of the posting of the building, the building official shall record a notice of noncompliance with the county recorder. The notice shall identify the property and set forth the fact that the building, structure or work does not have the required final inspection and/or certificate of occupancy and is in violation of county codes and that the owner has been so notified.

4. When the final inspection and/or certificate of occupancy has been obtained for the building, structure or work, the building official shall record with the county recorder and provide to the property owner of record, a notice of cancellation certifying that the final inspection and/or certificate of occupancy has been issued and that the notice of noncompliance has been rescinded. This shall be done at the permittee's expense.

F. Authority to Disconnect Utilities. The building official or authorized representative shall have the authority to disconnect a utility service or energy supplied to the building, structure or building service equipment therein regulated by this code or the technical codes in case of emergency where necessary to eliminate an immediate hazard to life or property. The building official shall, whenever possible, notify the serving utility, the owner and occupant of the building, structure or building service equipment of the decision to disconnect prior to taking such action, and shall notify such serving utility, owner and occupant of the building, structure or building service equipment, in writing, of such disconnection immediately thereafter.

G. Authority to Condemn Building Service Equipment. When the building official ascertains that building service equipment regulated in the technical codes has become hazardous to life, health or property, or has become insanitary, the building official shall order in writing that such equipment either be removed or restored to a safe or sanitary condition, as appropriate. The written notice itself shall fix a time limit for compliance with such order. Defective building service equipment shall not be maintained after receiving such notice.

When such equipment or installation is to be disconnected, a written notice of such disconnection and causes therefor shall be given within twenty-four hours to the serving utility, the owner and occupant of such building, structure or premises.

When any building service equipment is maintained in violation of the technical codes and in violation of a notice issued pursuant to the provisions of this section, the building official shall institute appropriate action to prevent, restrain, correct or abate the violation.

H. Connection after Order to Disconnect. Persons shall not make connection from any energy, fuel or power supply nor supply energy or fuel to building service equipment which has been disconnected or ordered to be disconnected by the building official or the use of which has been ordered discontinued by the building official until the building official authorizes the reconnection and use of such equipment.

The building official shall have the right to withhold clearing building service equipment for hookup by the service agency if the owner or contractor refuses to comply with other ordinances affecting the structure as a whole.

I. Liability. The building official, or an authorized representative charged with the enforcement of this code and the technical codes, acting in good faith and without malice in the discharge of the duties required therein, shall not thereby be rendered personally liable for any damage that may accrue to persons or property as a

result of any act or by reason of any act or omission in the discharge of such duties. Any suit brought against the building official or employee because of such act or omission performed by the building official or employee in the enforcement of any provision of such codes or other pertinent laws or ordinances implemented through the enforcement of this code or enforced by the department of building and safety shall be defended by this jurisdiction until final termination of such proceedings, and any judgment resulting therefrom shall be assumed by this jurisdiction.

Such codes shall not be construed to relieve from or lessen the responsibility of any person owning, operating or controlling any building, structure or building service equipment therein for any damages to persons or property caused by defects, nor shall the department of building and safety or its parent jurisdiction be held as assuming any such liability by reason of the inspections authorized by this code or any permits or certificates issued under this code.

J. Cooperation of Other Officials and Officers. The building official may request, and shall receive, the assistance and cooperation of other officials of this jurisdiction so far as is required in the discharge of the duties required by this code, the technical codes, or other pertinent laws or ordinances.

K. Severability. This chapter and the various parts thereof are hereby declared to be severable. Should any section of this chapter be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the chapter as a whole, or any portion thereof other than the section so declared to be unconstitutional or invalid.

(Ord. 1708 § 2(part), 1999)

15.02.230 Unsafe buildings, structures or building service equipment.

Buildings or structures regulated by this code and the technical codes which are structurally inadequate or have inadequate egress, or which constitute a fire hazard, or are otherwise dangerous to human life are, for the purpose of this section, unsafe buildings.

Building service equipment regulated by such codes, which constitutes a fire, electrical or health hazard, or an insanitary condition, or is otherwise dangerous to human life is, for the purpose of this section, unsafe. Use of buildings, structures or building service equipment constituting a hazard to safety, health or public welfare by reason of inadequate maintenance, dilapidation, obsolescence, fire hazard, disaster, damage or abandonment is, for the purpose of this section, an unsafe use.

Parapet walls, cornices, spires, towers, tanks, statuary and other appendages or structural members which are supported by, attached to, or a part of a building and which are in a deteriorated condition or otherwise unable to sustain the design loads which are specified in the building code are hereby designated as unsafe building appendages.

Unsafe buildings, structures or appendages and building service equipment are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition or removal in accordance with the procedures set forth in the dangerous building code or such alternate procedure as may be adopted by this jurisdiction. As an alternative, the building official or other employee or official of this jurisdiction as designated by the board of supervisors may institute other appropriate action to prevent, restrain, correct or abate the violation.

(Ord. 1708 § 2(part), 1999)

15.02.240 Board of appeals.

A. General. In order to determine the suitability of alternate materials and methods of construction and to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretations of the technical codes, except as provided in Sections 15.12.250 and 15.34.040, there shall be and hereby created a board of appeals consisting of five members who are qualified

by experience and training to pass upon matters pertaining to building construction and building service equipment and who are not employees of this jurisdiction. The building official shall be an ex officio member and shall act as secretary to said board but shall have no vote upon any matter before the board. Each member of the board of supervisors shall nominate one member of the board of appeals and the entire board of supervisors shall appoint the board of appeals from such nominations. Each member of the board of appeals shall serve at the pleasure of the board of supervisors. The term of office of each member of the board of appeals shall expire upon expiration of the term of office of the supervisor nominating such member for appointment to the board of appeals. The board of appeals shall adopt rules of procedure for conducting its business and shall render all decisions and findings in writing to the appellant with a duplicate copy to the building official.

B. Limitation of Authority. The board of appeals shall have no authority relative to interpretation of the administrative provisions of this code or the administrative provisions of the technical codes nor shall the board be empowered to waive requirements of either this code or the technical codes.

(Ord. 1885 § 7, 2007)

(Ord. No. 1969, §§ 2, 3, 7-31-2012)

15.02.250 Violations and enforcement remedies.

A. Violations. It shall be unlawful for a person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, convert or demolish, equip, use, occupy or maintain any building, structure or building service equipment, or cause or permit the same to be done, in violation of this code and the technical codes.

B. Enforcement Remedies. Violations of this title may be prosecuted as misdemeanors subject to the penalties provided in Chapter 10.14. The building official may also seek injunctive relief and civil penalties in the superior court pursuant to Chapter 10.14 or pursue any administrative remedy provided in Chapter 10.14 of the Tehama County Code.

C. Nonexclusive Remedies. The remedies provided herein are not exclusive, and are in addition to any other remedy or penalty provided by law.

(Ord. 1708 § 2(part), 1999)

ARTICLE III. PERMITS AND INSPECTIONS

15.02.310 Permits.

A. Permits Required.

1. Except as specified in subsection B of this section, no building, structure or building service equipment regulated by this code and the technical codes shall be erected, constructed, enlarged, altered, repaired, moved, improved, removed, converted or demolished unless a separate, appropriate permit for each building, structure or building service equipment has first been obtained from the building official.

2. In those cases where there has been a failure to secure the required permit or permits, the building official, acting thirty days after notifying by mail, the owner of the property, of the requirement for permits, shall record a notice of noncompliance with the county recorder. The notice shall identify the property and set forth the fact that the building, structure or work does not have the required permit or permits and is in violation of county codes and that the owner has been so notified. This shall be done in addition to any other legal remedy that the department may employ.

When a permit has been obtained for the building, structure or work the building official shall record with the county recorder and provide to the property owner of record, a notice of cancellation certifying that a permit has been issued and that the notice of noncompliance has been rescinded. This shall be done at the permittee's expense.

B. Exempted Work. A permit shall not be required for the types of work in each of the separate classes of permits as listed below. Exemption from the permit requirements of this code shall not be deemed to grant authorization for any work to be done in violation of the provisions of the technical codes or any other laws or ordinances of this jurisdiction.

1. Building Permits. A building permit shall not be required for the following:

Item 1. One-story detached residential accessory buildings used as tool or storage sheds, playhouses and similar uses, provided the structure is not located on a public utility easement or in front, rear and side setbacks required by the zoning code of Tehama County. The floor area shall not exceed one hundred twenty square feet. The structure shall be a minimum of six feet from the dwelling or accessory buildings.

Item 2. Fences not over six feet in height.

Item 3. Oil derricks.

Item 4. Movable cases, counters and partitions not over five feet nine inches high.

Item 5. Retaining walls which are not over four feet in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding flammable liquids.

Item 6. Water tanks supported directly upon grade if the capacity does not exceed five thousand gallons and the ratio of height to diameter or width does not exceed two to one.

Item 7. Platforms, decks, walks and driveways not more than thirty inches above grade and not over any basement or story below, accessory to a Group R, Division 3 occupancy, and not subject to snow loading.

Item 8. Painting, papering and similar finish work.

Item 9. Temporary motion picture, television and theater stage sets and scenery.

Item 10. Window awnings supported by an exterior wall of a Group R, Division 3 and Group U occupancies when projecting not more than fifty-four inches.

Item 11. Prefabricated swimming pools, spas and hot tubs accessory to Group R, Division 3, or individual units of a Group R, Division 1 occupancy in which the pool walls are entirely above the adjacent grade and if the capacity does not exceed five thousand gallons.

Item 12. Playground equipment accessory to Group R, Division 3 occupancies.

Item 13. Tree houses not exceeding one hundred twenty square feet.

Item 14. Detached trellises or arbors accessory to Group R, Division 3 occupancies, provided the projected roof area does not exceed two hundred square feet.

Item 15. Reroofing limited to replacement of the roof covering, provided the area of reroofing does not exceed twenty-five percent of the total roof area in a one year period.

Item 16. An agricultural building, as defined in Section 202 of the ~~UBC~~, **CBC** provided that:

a. It is not located in an area of special flood hazard;

b. It does not have, within said building, workers or customers, bathrooms, assemblages, display of products, packaging or processing, sales, work stations or storage warehousing of processed products in quantity;

c. It is located on a parcel of land one acre or more in size;

d. It is located a minimum of twenty feet from any property line and a minimum of twenty-three feet from any dwelling; and

e. An agricultural building exemption permit is applied for and obtained by the property owner or authorized agent. The fee for an agricultural exempt permit shall be as established by the latest fee ordinance of the board of supervisors.

For the purpose of this subsection, an agricultural exempt building is not a building any part of which is used as a place of human occupation, habitation, employment, recreation, or any commercial purposes, including by way of example, but not limited to, covered riding arenas, commercial stables, commercial feeding barns, fish hatchery facilities, wineries, sawmills, dairies, commercial green houses, warehouses and firewood storage structures.

Standards for agricultural exempt buildings: (1) Agricultural exempt buildings located on parcels of one to ten acres in size are limited to six hundred square feet in area and fifteen feet in height. Agricultural exempt buildings located on parcels in excess of ten acres are limited to twelve thousand square feet in area and twenty-five feet in height. (2) The ground floor of an agricultural exempt building shall be on grade and must be concrete, dirt or asphalt concrete. (3) Standard permits and inspections are required for electrical and plumbing installations. Electrical installations are limited to lights and not more than two 110v receptacles. Plumbing installations are limited to exterior hose bibbs and a clean up sink (commercial or residential rated). Mechanical installations are prohibited. Waste systems for plumbing installations require approvals from the department of environmental health, prior to issuance. (4) Exiting from agricultural exempt buildings shall be arranged so that no point in the building is more than three hundred feet from an exit. (5) An inspection shall be requested after the structure is built, and prior to expiration, to verify the location and usage of the building. (6) An agricultural building exemption permit shall expire by limitation and become null and void if the building authorized by such permit is not completed within one year of the date of issuance. **Building plans will be required at the discretion of the Building Official per section 107 of the CBC.**

Item 17. Seasonal fruit/vegetable stands, provided that:

a. It is not located in an area of special flood hazard;

b. It is located on premises controlled by the producer. For the purpose of this subsection, "producer" means a person or entity who produces shell eggs, fruits, nuts, or vegetables by practice of the agricultural arts upon land that the person or entity controls (Health and Safety Code Section 114340 b);

c. The floor area does not exceed one hundred twenty square feet;

d. It has no permanent utility connections;

e. It does not remain on the premises for more than one hundred eighty consecutive days; and

f. A temporary building certification is applied for and obtained by the property owner or authorized agent. The fee for a temporary building certification shall be as established by the latest fee ordinance of the board of supervisors.

Item 18. Shipping containers, provided that:

a. It is not located in an area of special flood hazard;

b. It is not located on a slope of more than eight percent;

c. It has no permanent utility connections;

d. It is used for storage purposes only; and

e. A temporary building certification is applied for and obtained by the property owner or authorized agent. The fee for a temporary building certification shall be as established by the latest fee ordinance of the board of supervisors. The number of shipping containers allowed on a parcel shall be one per every five acres.

Unless otherwise exempted by this code, separate plumbing, electrical, and mechanical permits will be required for the above exempted items.

2. Plumbing Permits. A plumbing permit shall not be required for the following:

Item 1. The stopping of leaks in drains, soil, waste or vent pipe, provided, however, that should any concealed trap, drainpipe, soil, waste or vent pipe become defective and it becomes necessary to remove and replace the same with new material, the same shall be considered as new work and a permit shall be procured and inspections made as provided in the plumbing code.

Item 2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures, nor for the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

3. Electrical Permits. An electrical permit shall not be required for the following:

Item 1. Portable motors or other portable appliances energized by means of a cord or cable having an attachment plug end to be connected to an approved receptacle when that cord or cable is permitted by the electrical code.

Item 2. Repair or replacement of fixed motors, transformers or fixed approved appliances of the same type of rating in the same location.

Item 3. Temporary decorative lighting.

Item 4. Repair or replacement of current-carrying parts of any switch, contactor or control device.

Item 5. Reinstallation of attachment plug receptacles but not the outlets therefor.

Item 6. Repair or replacement of any over-current device of the required capacity in the same location.

Item 7. Repair or replacement of electrodes or transformers of the same size and capacity for signs or gas tube systems.

Item 8. Taping joints.

Item 9. Removal of electrical wiring.

Item 10. Temporary wiring for experimental purposes in suitable experimental laboratories.

Item 11. The wiring for temporary theater, motion picture or television stage sets.

Item 12. Electrical wiring, devices, appliances, apparatus or equipment operating at less than twenty-five volts and not capable of supplying more than fifty watts of energy.

Item 13. Low energy power, control and signal circuits of Classes II and III as defined in the electrical code.

Item 14. A permit shall not be required for the installation, alteration or repair of electrical wiring, apparatus or equipment or the generation, transmission, distribution or metering of electrical energy or in the operation of signals or the transmission of intelligence by a public or private utility in the exercise of its function as a serving utility.

4. Mechanical Permits. A mechanical permit shall not be required for the following:

Item 1. Any portable heating appliance.

Item 2. Any portable ventilating equipment

Item 3. Any portable cooling unit.

Item 4. Any portable evaporative cooler.

Item 5. Any closed system of steam, hot or chilled water piping within any heating or cooling equipment regulated by the mechanical code.

Item 6. Replacement of any component part or assembly of an appliance that does not alter its original approval and complies with other applicable requirements of the technical codes.

Item 7. Refrigerating equipment which is part of the equipment for which a permit has been issued pursuant to the requirements of the technical codes.

Item 8. Unit refrigerating system as defined in the mechanical code.

(Ord. 1708 § 2(part), 1999)

15.02.320 Application for permit.

A. Application. To obtain a permit, the applicant shall first file an application in writing on a form furnished by the department of building and safety **or submit online using our customer service portal** for that purpose. Every such application shall:

1. Identify and describe the work to be covered by the permit for which application is made.
2. Describe the land on which the proposed work is to be done by legal description, assessor's parcel number, street address or similar description that will readily identify and definitely locate the proposed building or work.
3. Indicate the use or occupancy for which the proposed work is intended.
4. Be accompanied by plans, diagrams, computations, specifications and other data as required by subsection B of this section.
5. State the valuation of any new building or structure or any addition, remodeling or alteration to an existing building.
6. Be signed by the permittee or an authorized agent.
7. Give such other data and information as may be required by the building official.

B. Submittal Documents. Plans, specifications, engineering calculations, diagrams, soil investigation reports, special inspection and structural observation programs and other data shall constitute the submittal documents and shall be submitted in one or more sets with each application for a permit. When such plans are not prepared by an architect or engineer, the building official may require the applicant submitting such plans or other data to demonstrate that state law does not require that the plans be prepared by a licensed architect or engineer. The building official may require plans, computations and specifications to be prepared and designed by an engineer or architect licensed by the state to practice such even if not required by state law.

Exception: The building official may waive the submission of plans, calculations, construction inspection requirements, and other data if it is found that the nature of the work applied for is such that reviewing of plans is not necessary to obtain compliance with this code.

C. Information on Plans and Specifications. Plans and specifications shall be drawn to scale upon substantial paper or cloth and shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and all relevant laws, ordinances, rules and regulations.

Plans for buildings more than two stories in height of other than Group R, Division 3 and Group U Occupancies shall indicate how required structural and fire-resistive integrity will be maintained where penetrations will be made for electrical, mechanical, plumbing and communication conduits, pipes and similar systems.

D. Architect or Engineer of Record.

1. General. When it is required that documents be prepared by an architect or engineer, the building official may require the owner to engage and designate on the building permit application an architect or engineer who shall act as the architect or engineer of record. If the circumstances require, the owner may designate a substitute architect or engineer of record who shall perform all of the duties required of the original architect or engineer of record. The building official shall be notified in writing by the owner if the architect or engineer of record is changed or is unable to continue to perform the duties.

The architect or engineer of record shall be responsible for reviewing and coordinating all submittal documents prepared by others, including deferred submittal items, for compatibility with the design of the building.

2. Deferred Submittals. For the purposes of this section, deferred submittals are defined as those portions of the design that are not submitted at the time of the application and which are to be submitted to the building official within a specified period.

Deferral of any submittal items shall have approval of the building official. The architect or engineer of record shall list the deferred submittal documents on the plans and shall submit the deferred submittal documents for review by the building official.

Submittal documents for deferred submittal items shall be submitted to the architect or engineer of record who shall review them and forward them to the building official with a notation indicating that the deferred submittal documents have been reviewed and that they have been found to be in general conformance with the design of the building. The deferred submittal items shall not be installed until their design and submittal documents have been approved by the building official.

E. Inspection and Observation Program. When special inspection is required by UBC Section 1701, the architect or engineer of record shall prepare an inspection program that shall be submitted to the building official for approval prior to issuance of the building permit. The inspection program shall designate the portions of the work to have special inspection, and the name or names of the individuals or firms who are to perform the special inspections and indicate the duties of the special inspectors.

The special inspector shall be employed by the owner, the engineer or architect of record, or an agent of the owner, but not the contractor or any other person responsible for the work.

When structural observation is required by ~~UBC Section 1702~~ **CBC Chapter 17**, the inspection program shall name the individuals or firms who are to perform structural observation and describe the stages of construction at which structural observation is to occur.

The inspection program shall include samples of inspection reports and provide time limits for submission of reports.

(Ord. 1708 § 2(part), 1999)

15.02.330 Permit issuance.

A. Issuance. The application, plans, specifications, computations and other data filed by an applicant for permit shall be reviewed by the building official or his or her authorized representative. Such plans may be reviewed by other departments of this jurisdiction to verify compliance with any applicable laws under their jurisdiction. If the building official finds that the work described in an application for a permit and the plans, specifications and other data filed therewith conform to the requirements of this code and the technical

codes and other pertinent laws and ordinances and that the fees, as set forth in the fee ordinance as approved by the board of supervisors have been paid, the permit shall be issued.

When a permit is issued, where plans are required, the plans and specifications shall be endorsed in writing or stamped "APPROVED." Such approved plans and specifications shall not be changed, modified or altered without authorizations from the building official; and all work regulated by this code shall be done in accordance with the approved plans.

The building official may issue a permit for the construction of part of a building, structure or building service equipment before the entire plans and specifications for the whole building, structure or building service equipment have been submitted or approved, provided adequate information and detailed statements have been filed complying with all pertinent requirements of the technical codes. The holder of such permit shall proceed without assurance that the permit for the entire building, structure or building service equipment will be granted.

B. Retention of Plans. One set of approved plans and computations shall be retained by the building official for a period of not less than ninety days from the date of completion of the work covered therein; one set of approved plans shall be returned to the applicant and shall be kept on the site of the building or work at all times during which the work authorized thereby is in progress.

C. Validity of Permit. The issuance of a permit or approval of plans, specifications and computations shall not be construed to be a permit for, or approval of, any violation of any of the provisions of this code or the technical codes or of any other ordinance of this jurisdiction. Permits presuming to give authority to violate or cancel the provisions of this code, the technical codes or other ordinances of this jurisdiction shall not be valid.

The issuance of a permit based upon plans, specifications and other data shall not prevent the building official from thereafter requiring the correction of errors in said plans, specifications and other data or from preventing building operations being carried on thereunder when in violation of these codes or of any other ordinances of this jurisdiction.

D. Transfer of Permit. If a parcel of real property is conveyed after a building permit has been issued and the work on the property has been started but not completed, the new owner of the property shall request a transfer of the permit(s) to his or her name and shall assume full responsibility for the work authorized by the permit(s). A transfer fee as specified by the latest fee ordinance of the board of supervisors shall be paid by the new owners upon application for a permit transfer.

E. Suspension or Revocation. The building official may, in writing, suspend or revoke a permit issued under the provisions of this code and the technical codes when the permit is issued in error or on the basis of incorrect information supplied, or in violation of any ordinance or regulation or any of the provisions of this code or the technical codes.

(Ord. 1708 § 2(part), 1999)

15.02.340 Prerequisites to permit issuance.

A. Sewage Disposal. No permit shall be issued for any building or structure for which an individual sewage disposal system is required, until the building official is satisfied that an adequate sewage disposal system exists, or a septic permit is issued therefor.

B. Potable Water. No permit shall be issued for any building or structure for which a potable source of water is required, until the building official is satisfied that the source of water is either an approved on-site well or an approved public or community water system.

C. Existing Law or Ordinance. No permit shall be issued until the building official is satisfied that the construction authorized by the permit will not violate any existing law or ordinance.

D. Frontage Improvements.

1. No building permit for the development of any parcel of land which abuts public streets, and is within an R-3, R-4, C-1, C-2, C-3, C-4, M-1 or M-2 zone, as shown on the appropriate county zoning map, shall be issued for improvements valued at six thousand dollars or more, as determined by the department of building and safety or as shown on a signed contract, until such time as the county engineer certifies the following:

    a. That any portion of the parcel needed to conform to the public road width standard of Tehama County land division standards has been dedicated to the county by the owner of the parcel.

    b. That frontage improvements, consisting of curbs, gutters, sidewalks, roadways and drainage facilities, as required by the current Tehama County land division standards, will be provided for in one of the following ways:

        i. Such improvements have been installed in conformance with the land division standards at no cost to the county, and in accordance with approved plans, specifications and encroachment permit;

        ii. Such improvements will be installed at no cost to the county in accordance with the approved plans, specifications, encroachment permit and performance bond provided therefor. All improvements shall be designed and constructed in conformance with the land division standards and shall be installed prior to occupancy of the parcel as part of the development approval applied for;

        iii. The owner or developer has paid to the county road fund the full cost of said improvements, as estimated by the department of public works. Such payment shall remain in a specific account in the road fund until such time as the department of public works determines that it has become feasible to construct said improvements in conjunction with other improvements being constructed on that same road or any adjacent road. Satisfying the public improvement requirements under this subsection may be permitted only when topographic, drainage or other extenuating circumstances warrant a deferment of such improvements.

2. Public Policy Findings. The board of supervisors hereby makes the following public policy findings:

    a. That the county has experienced and is experiencing increases in populations, area growth and development, the direct result of which is to render some existing public streets inadequate to properly provide for vehicular and pedestrian traffic and storm drainage, thus impairing the public safety, health and general welfare;

    b. That such inadequacy is and will continue to be further amplified by the continued and increasing development of parcels of land abutting such public streets unless some provisions are made for street widening and installation of frontage improvements which will accommodate the increased traffic burden occasioned by such development;

    c. That the public welfare also requires that every structure have sufficient and permanent access to an adequate improved public street;

    d. That the frontage improvements which will provide for such access and accommodate such increased traffic burden consist of widening and paving of such public streets at the location of such abutting property and the installation of sidewalks, including curbs, gutters, storm drainage facilities and driveways, to the extent that such parcels abut such public streets;

    e. That the board of supervisors has by Resolution No. 113-1971, adopted "land division standards," showing its best considered judgment of widths and cross-sections to which the public streets of the county should be constructed in order to properly preserve the public safety and general welfare; said streets are classified as major, collector, local and cul-de-sac streets;

f. That the general public has a vested interest in the capacity of public streets to provide for existing traffic and should not bear the cost of providing facilities for increased capacity which is required by the further development of abutting parcels of land;

g. That the cost and expense of alleviating the increased traffic burden required by the further development of abutting parcels of land should be borne by those who cause such increased traffic burden by such further development; and such cost should be borne in a fair and equitable manner; and

h. That the most equitable manner of spreading such costs is to require the owner of each parcel of land abutting a public street to dedicate the required right-of-way and install frontage improvements to provide for the increased traffic burden occasioned by further development of his abutting parcel of land, to the extent that his parcel does abut such street and to require such installation at the sole cost and expense of the owner as a condition precedent to the issuance of a permit to develop such abutting property;

i. That those improvements valued at less than six thousand dollars, as determined by the department of building and safety or as shown on a signed contract are less likely to result in an increased traffic burden than more expensive improvements; and such less expensive improvements should be exempt for reasons of equity and administrative convenience from a requirement to dedicate a right-of-way and install frontage improvements prior to the issuance of a permit for development.

E. Appeal.

1. Generally. Any finding, ruling or decision made in the administration of this chapter shall be considered as an administrative decision and shall be subject to appeal by any interested person using the procedures set out in this section.

2. Conditions for Appeal. When it is found in a particular situation that practical difficulties, unnecessary hardships or results inconsistent with the purposes and intent of this subsection will result from the strict application of these requirements, an appeal may be made to the building department board of appeals, within ten days from such action. Said appeal must be made in writing and presented to the building official. The building official shall schedule a hearing within ten working days of the date the request for appeal is received.

3. Appeal to Board of Supervisors. If a property owner or developer is dissatisfied with an action of the board of appeals, he or she may, within fifteen days after such action, appeal in writing to the board of supervisors. Also within said fifteen-day period, the board of appeals shall forward the documents to the board of supervisors for review. The board may continue such appeal from time to time, not to exceed fifteen days from the date of first appeal, without mutual consent. At the time fixed for the appeal, the board shall hear testimony of representatives of the board of appeals or any witnesses on its behalf and any parties at interest.

4. Determination of the Board. The board of supervisors shall consider the record and such additional evidence as may be offered and may affirm, reverse or modify, in whole or in part, the order, requirement, decision, recommendation, interpretation or ruling appealed from. Or the board of supervisors may make and substitute such other or additional decision or determination as it may find warranted under law and facts, or refer the matter back to the board of appeals to weigh any additional facts presented.

(Ord. 1708 § 2(part), 1999)

15.02.350 Expiration.

A. Expiration of Plan Review. Applications for which no permit is issued within six months following the date of application shall expire by limitation, and plans and other data submitted for review may thereafter be

returned to the applicant or destroyed by the building official. The building official may extend the time for action by the applicant for a period not exceeding six months on written request by the applicant showing that circumstances beyond control of the applicant have prevented action from being taken. An application shall not be extended more than once. An application shall not be extended if this code or any other pertinent laws or ordinances have been amended subsequent to the date of application. In order to renew action on an application after expiration, the applicant shall resubmit plans and pay a new plan review fee.

B. Expiration of Permit.

1. Time Period. Except as specified in Section 15.28.060, every permit issued by the building official under the provisions of the technical codes shall expire by limitation and become null and void if the building or work authorized by such permit is not completed, with a final inspection approval and a certificate of occupancy, where required by this code, within two years from the date of issuance. Any permittee holding an unexpired permit may apply for an extension of a current permit for a one-year extension period. The maximum allowable total permit time period shall not exceed three years.

2. Extensions. Requests for extension on an unexpired permit must be made in writing by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. The fee for extension of a nonexpired permit shall be as set forth in the fee ordinance as approved by the board of supervisors.

3. Renewal of an Expired Permit. An expired permit may be renewed within thirty days after the expiration date provided that the permittee has acted in good faith to diligently pursue construction prior to permit expiration and pays the appropriate renewal fee. The fee for renewal shall be as set forth in the fee ordinance as approved by the board of supervisors. The life of a renewed permit shall be two years, and the time shall start from the same day and month that the permit was originally issued and the year that it is required to be renewed. A renewed permit shall remain subject to the codes in effect at the time of the original permit. All provisions of suspension and abandonment stated above shall apply to renewed permits.

4. Void Permits. Permits which have expired by limitation and which have not obtained valid renewal as set forth in subsection (B)(3) of this section shall require the issuance of a new building permit and the payment of the plan check and building permit fees applying to new construction at the time of re-issuance.

5. Notices. The building official shall notify the permittee of the expiration date and the time provisions of this chapter by the attachment of a copy of this section to the permit at the time of issuance. In those cases where the permittee takes no action to apply for a renewal as provided for in this section, the building official, acting thirty days after the date of expiration, shall record a notice of noncompliance with the county recorder. The notice shall identify the property and set forth the fact that the building or work has not had a final inspection approval from the building department and that the owner has been so notified.

When a new permit has been obtained to complete the building or work of the original permit, as allowed under this section, the building official shall record with the county recorder's office and provide to the property owner of record, a notice of cancellation certifying that a new permit has been issued and the notice of noncompliance has been rescinded. This shall be done at the permittee's expense.

(Ord. 1708 § 2(part), 1999)

15.02.360 Fees.

A. Fees. The board of supervisors shall adopt fees for construction permits, plan review, inspections, investigations and related activities of the department of building and safety. Such fees shall be fixed from time to time by ordinance. The fees adopted pursuant to this section shall supersede the fee tables and formulas contained in the model codes adopted in this title.

B. Plan Review Fees. When submittal documents are required by subsection B of Section 15.02.320, a plan review deposit shall be paid at the time of submitting the submittal documents for plan review. Said plan review deposit shall be determined by the building official and shall be an estimated portion of the plan review fee as set forth in the fee schedule adopted by this jurisdiction.

The plan review fees are separate fees from the permit fees specified in subsection A of Section 15.02.360 and are in addition to the permit fees.

When submittal documents are incomplete or changed so as to require additional plan review or when the project involves deferred submittal items as defined in subsection D of Section 15.02.320, an additional plan review fee shall be charged at the rate prescribed in the fee schedule adopted by this jurisdiction.

C. Investigation Fees-Work Without a Permit.

1. Investigation. Whenever work for which a permit is required by this code has been commenced without first obtaining a permit, the building official may require a special investigation to determine the scope and extent of such work, before a permit may be issued.

2. Investigation Fee. An investigation fee, in addition to the permit fee, and any penalty fee, shall be collected whether or not a permit is then or subsequently issued provided, however, that this provision shall not apply to emergency work when it is proven to the satisfaction of the building official that such work was urgently necessary and that it was not practical to obtain a permit before commencement of the work. In all such cases, a permit must be obtained as soon as it is practical to do so; and, if there is an unreasonable delay in obtaining such permit, the investigation fee as herein provided shall be charged. The investigation fee shall be as prescribed in the latest fee ordinance as approved by the board of supervisors. The payment of such investigation fee shall not exempt any person from compliance with other provisions of this code, the technical codes nor from any penalty prescribed by law.

3. Penalty Fee. Whenever work for which a permit is required by this code has commenced without first obtaining a permit, and it is determined that the work was not an emergency as described above, a penalty fee, in addition to the permit fee, shall be collected whether or not a permit is subsequently issued. The minimum penalty fee shall be equal to the amount of the permit fee as required in subsection A of this section. The payment of such penalty fee shall not exempt an applicant from compliance with all other provisions of either this code or the technical codes, nor from any other penalty prescribed by law.

D. Fee Refunds.

1. Fees Paid in Error. The building official may authorize the refunding of any fee paid hereunder that was erroneously paid or collected.

2. Permit Fees. The building official may authorize the refunding of not more than eighty percent of the total permit fee paid when no work has been done under a permit issued in accordance with this code.

3. Plan Review Fees. The building official may authorize the refunding of not more than eighty percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing has been done.

The building official shall not authorize the refunding of any fee paid except upon written application filed by the original applicant not later than one hundred eighty days after the date of fee payment.

(Ord. 1708 § 2(part), 1999)

15.02.361 Valuation.

The determination of value or valuation under any of the provisions of this code shall be made by the building official. The valuation may be determined based upon building valuation data published **annually by the**

International Code Council ~~bimonthly in the International Conference of Building Official's Building Standards magazine~~ or more recent valuation data so published. At the discretion of the building official, the valuation may be determined using the signed contract cost for the project. The value shall be the total value of all construction work for which the permit is issued as well as all finish work, painting, roofing, electrical, plumbing, heating, air-conditioning, elevators, fire-extinguishing systems and other permanent equipment.

(Ord. 1708 § 2(part), 1999)

15.02.370 Inspections.

A. General. All construction work for which a permit is required shall be subject to inspection by the building official or authorized representative, and all such construction or work shall remain accessible and exposed for inspection purposes until approved by the building official or authorized representative. In addition, certain types of construction shall have continuous inspections as specified in Chapter 17 of the ~~UBC~~ CBC.

Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code, the technical codes, nor of any other ordinances of this jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code, the technical codes, or other ordinances of this jurisdiction shall not be valid.

It shall be the duty of the permit applicant or contractor to cause the work to remain accessible and exposed for inspection purposes. Neither the building official nor this jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

A survey of the lot may be required by the building official, at the expense of the permit holder, to verify that the structure is located in accordance with the approved plans.

B. Inspection Record Card. Work requiring a permit shall not be commenced until the permit holder or an agent of the permit holder shall have posted or otherwise made available an inspection record card such as to allow the building official or authorized representative to obtain all necessary information and to conveniently make all required entries thereon regarding inspection of the work. This card shall be maintained available by the permit holder until final approval has been granted by the building official or authorized representative.

C. Inspection Requests. It shall be the duty of the person doing the work authorized by a permit to notify the building department that such work is ready for inspection. The building official may require that every request for an inspection be filed at least one working day before such inspection is desired. Such requests may be in writing or by telephone at the option of the building official.

It shall be the duty of the person requesting any inspection required either by this code or the technical codes to provide access to and means for inspection of the work.

D. Approval Required. Work shall not be done beyond the point indicated in each successive inspection without obtaining the approval of the building official. The building official or authorized representative, upon notification, shall make the requested inspections and shall either indicate that the portion of the construction is satisfactory as completed or shall notify the permit holder or an agent of the permit holder wherein the same fails to comply with this code or the technical codes. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the building official or authorized representative.

There shall be a final inspection and approval of all buildings and structures when completed and ready for occupancy and use.

E. Required Building Inspections. Reinforcing steel or structural framework of any part of any building or structure shall not be covered or concealed without first obtaining the approval of the building official or authorized representative.

The building official or authorized representative, upon notification, shall make the following inspections:

1. Foundation Inspection. To be made after excavations for footings are completed and any required reinforcing steel is in place. For concrete foundations, any required forms shall be in place prior to inspection. All materials for the foundation shall be on the job, except when concrete ready-mixed in accordance with ~~UBC Standards No. 19-3~~ **CBC Chapter 19**, the concrete need not be on the job. Where the foundation is to be constructed of approved treated wood, additional inspections may be required by the building official.

2. Concrete Slab or Under-Floor Inspection. To be made after all in-slab or under-floor building service equipment, conduit, piping accessories and other ancillary equipment items are in place but before any concrete is placed or floor sheathing installed, including the sub floor.

3. Frame Inspection. To be made after the roof, all framing, fire blocking and bracing are in place and all pipes, chimneys and vents are complete and the rough electrical, plumbing, and heating wires, pipes, and ducts are installed.

4. Lath and/or Wallboard Inspection. To be made after all lathing and wallboard, interior and exterior, is in place but before any plastering is applied or before wallboard joints and fasteners are taped and finished.

5. Final Inspection. To be made after finish grading and the building is completed and ready for occupancy.

F. Required Building Service Equipment Inspections.

1. General. All building service equipment for which a permit is required by this code shall be inspected by the building official or authorized representative. Building service equipment intended to be concealed by a permanent portion of the building shall not be concealed until inspected and approved. When the installation of building service equipment is complete, an additional and final inspection shall be made. Building service equipment regulated by the technical codes shall not be connected to the water, fuel or power supply or sewer system until authorized by the building official or authorized representative.

2. Operation of Building Service Equipment. The requirements of this section shall not be considered to prohibit the operation of building service equipment installed to replace existing building service equipment serving an occupied portion of the building in the event a request for inspection of such building service equipment has been filed with the building department not more than forty-eight hours after the replacement work is completed, and before any portion of such building service equipment is concealed by permanent portions of the building.

G. Required Mobilehome Installation Inspections. All mobilehome installations for which a permit is required by this code shall be inspected by the building official or authorized representative. Mobilehomes shall not be connected to fuel or power supply until authorized by the building official or authorized representative.

H. Other Inspections. In addition to the called inspections specified above, the building official may make or require other inspections of construction work to ascertain compliance with the provisions of this code or technical codes and other laws which are enforced by the department of building and safety.

I. Reinspections. A reinspection fee may be assessed for each inspection or reinspection when such portion of work for which inspection is called is not completed or when corrections called for are not made.

This section is not to be interpreted as requiring reinspection fees the first time a job is rejected for failure to comply with the requirements of the technical codes, but as controlling the practice of calling for inspections before the job is ready for such inspection or reinspection.

Reinspection fees may be assessed when the inspection record card is not posted or otherwise available on the work site, the approved plans are not readily accessible to the inspector, for failure to provide access on the date for which inspection is requested, or for deviating from plans requiring the approval of the building official.

To obtain a reinspection, the applicant shall first pay the reinspection fee in accordance with the current fee schedule adopted by this jurisdiction, and then request an inspection in accordance with subsection C of Section 15.02.360.

In instances where reinspection fees have been assessed, additional inspection of the work will not be performed until the required fees have been paid.

(Ord. 1708 § 2(part), 1999)

15.02.380 Connections to utilities.

A. Energy Connections. Persons shall not make connections from a source of energy, fuel or power to any building service equipment which is regulated by the technical codes and for which a permit is required by this code, until approved by the building official.

B. Temporary Connections. The building official may authorize the temporary connection of the building service equipment to the source of energy, fuel or power for the purpose of construction power, or for testing building service equipment, or for use under a temporary certificate of occupancy.

(Ord. 1708 § 2(part), 1999)

15.02.390 Certificate of occupancy.

A. Use or Occupancy. Buildings or structures shall not be used or occupied nor shall a change in the existing occupancy classification of a building or structure or portion thereof be made until the building official has issued a certificate of occupancy therefor as provided herein. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of this jurisdiction. Certificates presuming to give authority to violate or cancel the provisions of this code or of other ordinances of this jurisdiction shall not be valid.

   Exception: Group U occupancies.

B. Prerequisites to a Certificate of Occupancy. No certificate of occupancy shall be issued until the building official is satisfied that all required clearances have been granted from the appropriate agencies for roadway encroachment, water systems, sewer systems and the fire department requirements.

C. Change in Use. Changes in the character or use of a building shall not be made except as specified in ~~Section 3405 of the UBC~~ **Part 10 of Existing Building Code**.

D. Certificate Issued. After the building official, or authorized representative inspects the building or structure and finds no violations of the provisions of this code, the technical codes, or other laws that are enforced by the department of building and safety, a certificate of occupancy shall be issued which shall contain the following:

   1. The building permit number.

   2. The address of the building.

   3. The name and address of the owner.

   4. A description of that portion of the building for which the certificate is issued.

   5. A statement that the described portion of the building has been inspected for compliance with the requirements of this code for the group and division of occupancy and the use for which the proposed occupancy is classified.

6. The name of the building official or authorized representative.

E. Temporary Certificate.

1. If the building official finds that no substantial hazard will result from occupancy of any building or portion thereof before the same is completed, a temporary certificate of occupancy may be issued for the use of a portion or portions of a building or structure prior to the completion of the entire building or structure. Under no circumstances will a temporary certificate of occupancy be allowed for incomplete code-related items, including but not limited to stair/balcony guardrails, egress to the building, smoke detectors, fire-resistive construction and exterior siding.

2. Temporary certificate of occupancy may be issued only in the following instances:

a. When all clearances have been granted for water, sewer, road encroachment and fire department.

b. When the owner has posted a surety deposit in the form of irrevocable letter of credit, cash or bonding approved by the building official equal to one percent of the permit valuation. The minimum required deposit is seven hundred fifty dollars. The maximum required deposit is three thousand dollars.

c. Upon written request to the building official stating the reasons for temporary occupancy and payment of the required fee as established in the fee ordinance adopted by the board of supervisors.

3. Temporary occupancy shall not exceed one hundred eighty consecutive days. Failure to obtain a final inspection within the agreed time established by the temporary certificate of occupancy shall require the vacancy of the building or structure and forfeiture of the surety deposit.

4. No temporary occupancy shall be granted that would extend the life of the permit beyond that established in subsection B of Section 15.02.350.

F. Posting. The certificate of occupancy shall be posted in a conspicuous place on the premises and shall not be removed except by the building official.

Exception: Group R, Division 3, and Group U Occupancies.

G. Revocation. The building official may, in writing, suspend or revoke a certificate of occupancy issued under the provisions of this code when the certificate is issued in error, or on the basis of incorrect information, or when it is determined that the building or structure or portion thereof is in violation of an ordinance, regulation or the provisions of this code.

(Ord. 1708 § 2(part), 1999)

Chapter 15.04 BUILDING CODE

Sections:

15.04.010 Title.

This chapter shall be known as the "Tehama County building code."

(Ord. 1708 § 2(part), 1999)

15.04.020 Purpose.

The purpose of this code is to provide minimum standards to safeguard life or limb, health, property and public welfare by regulating and controlling the design, construction, quality of materials, use and occupancy, location and maintenance of all buildings and structures within this jurisdiction and certain equipment specifically regulated herein.

(Ord. 1708 § 2(part), 1999)

15.04.030 Adoption.

The ~~2022~~ **most current edition of the** California Building Code, Title 24, Part 2 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in the California Health and Safety Code Section 18901 et seq., (hereinafter referred to as the "state code") and any rules and regulations promulgated pursuant thereto, incorporating the International Building Code, ~~2022~~ **current** Edition, as referenced in and adopted pursuant to California Health and Safety Code Sections 17922 and 18935, (hereinafter referred to as the "IBC"), and the ~~Appendix Chapters C, I, and J~~ **its appendices**, are hereby adopted and incorporated by reference herein. Except as otherwise provided by this chapter and Chapter 15.02 of the Tehama County Code, all construction, alteration, moving, demolition, repair, and use of any building or structure within the county jurisdiction shall be made in conformance with the state code and any rules and regulations promulgated pursuant thereto, including the IBC.~~, and the specified appendices.~~

There is one copy of said code on file in the office of the building official for use and examination by the public.

(Ord. 1894 § 2, 2008)

(Ord. No. 2086 , § 4, 2-4-2020; Ord. No. 2127 , § 4, 12-20-2022)

Chapter 15.06 RESIDENTIAL CODE

Sections:

15.06.010 Title.

This chapter shall be known as the "Tehama County Residential Code."

(Ord. No. 2086 , § 23, 2-4-2020; Ord. No. 2127 , § 23, 12-20-2022)

15.06.020 Purpose.

The purpose of this code is to provide minimum requirements and standards to safeguard life or limb, health, property and public welfare by regulating and controlling the design, construction, quality of materials, use and occupancy, location and maintenance of all residential buildings and structures within this jurisdiction.

(Ord. No. 2086 , § 23, 2-4-2020; Ord. No. 2127 , § 23, 12-20-2022)

15.06.030 Adoption.

The ~~2022~~ **most current edition of the** California Residential Code and Appendix, Title 24, Part 2.5 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in the California Health and Safety Code Section 18901 et seq., (hereinafter referred to as the "state code") and any rules and regulations promulgated pursuant thereto, incorporating the International Building Code, 2021 Edition, as referenced in and adopted pursuant to California Health and Safety Code Sections 17922 and 18935, (hereinafter referred to as the "IBC"), and **its appendices** ~~the Appendix Chapters AF, AH, AI, AJ, AK, AO, AQ, AR, AS, AT, AU, AW, AX, AY, and AZ~~ are hereby adopted and incorporated by reference herein. Except as otherwise provided by this chapter and Chapter 15.02 of the Tehama County Code, all construction, alteration, moving, demolition, repair, and use of any building or structure within the county jurisdiction shall be made in conformance with the state code and any rules and regulations promulgated pursuant thereto, including the IBC, and the specified appendices.

There is one copy of said code on file in the office of the building official for use and examination by the public.

(Ord. No. 2086 , § 23, 2-4-2020; Ord. No. 2127 , § 23, 12-20-2022)

15.06.040 Amendments.

Notwithstanding the provisions of Section 15.06.030, the ~~2022~~ **2025** California Residential Code, Appendix Chapter ~~AX~~ **CI**, Section **100**~~AX100~~ adopted pursuant to Section 15.06.030 is amended to read as follows:

Appendix ~~AX, Section AX100~~ **CI**, **Section 100,** subsection 115922(a) is amended to read as follows: Except as provided in Section 115925, when a building permit is issued for the construction of a new swimming pool or spa or the remodeling of an existing swimming pool or spa at a private single-family home, the respective swimming pool or spa shall be equipped with at least two of the following seven drowning prevention safety features, provided that one of the two required safety features shall consist of an enclosure or safety cover as described in items 1, 2, and 3 below:

1. An enclosure that meets the requirements of Section 115923 and isolates the swimming pool or spa from the private single-family home.
2. Removable mesh fencing that meets American Society for Testing and Materials (ASTM) Specifications F2286 standards in conjunction with a gate that is self-closing and self-latching and can accommodate a key lockable device.
3. An approved safety pool cover, as defined in subdivision (d) of Section 115921.
4. Exit alarms on the private single-family home's doors that provide direct access to the swimming pool or spa. The exit alarm may cause either an alarm noise or a verbal warning, such as a repeating notification that "the door to the pool is open."
5. A self-closing, self-latching device with a release mechanism placed no lower than fifty-four inches above the floor on the private single-family home's door providing direct access to the swimming pool or spa.
6. An alarm that, when placed in a swimming pool or spa will sound upon detection of accidental or unauthorized entrance into the water. The alarm shall meet and be independently certified to the ASTM Standard F2208 "Standard Safety Specification for Residential Pool Alarms," which includes surface motion, pressure, sonar, laser and infrared type alarms. A swimming protection alarm feature designed for individual use, including an alarm attached to a child that sounds when the child exceeds a certain distance or becomes submerged in water, is not a qualifying drowning prevention safety feature.

7. Other means of protection, if the degree of protection afforded is equal to or greater than that afforded by any of the features set forth above and has been independently verified by an approved testing laboratory as meeting standards for those features established by the ASTM or the American Society of Mechanical Engineers (ASME).

(Ord. No. 2086 , § 23, 2-4-2020; Ord. No. 2127 , § 23, 12-20-2022)

Chapter 15.08 HOUSING CODE

Sections:

15.08.010 Title.

This chapter shall be known as the "Tehama County housing code."

(Ord. 1708 § 2(part), 1999)

15.08.020 Purpose.

~~The purpose of this code is to provide minimum standards to safeguard life or limb, health, property and public welfare by regulating and controlling the use and occupancy, location and maintenance of all residential buildings and structures within this jurisdiction.~~ **The purpose of this code is to establish minimum requirements to provide a reasonable level of health, safety, property protection and general welfare insofar as they are affected by the continued occupancy and maintenance of structures and premises within this jurisdiction. Existing structures and premises that do not comply with these provisions shall be altered or repaired to provide a reasonable minimum level of health, safety and general welfare as required herein.**

(Ord. 1708 § 2(part), 1999)

15.08.030 Adoption.

~~The Uniform Housing Code, 1997 Edition~~ **The International Property Maintenance Code, Current edition**, is hereby adopted and incorporated by reference herein. There is one copy of said code on file in the office of the building official for use and examination by the public.

(Ord. 1708 § 2(part), 1999)

15.08.040 Definitions.

~~The Uniform Housing Code, 1997 Edition~~ **The International Property Maintenance Code, Current edition**, is published by the ~~International Conference of Building Officials~~ **International Code Council**. As used in this chapter, the word "code" shall mean the Tehama County Housing Code.

(Ord. 1708 § 2(part), 1999)

Chapter 15.10 GREEN BUILDING CODE

Sections:

15.10.010 Title.

This chapter shall be known as the "Tehama County Green Building Code."

(Ord. No. 2086 , § 24, 2-4-2020)

15.10.020 Purpose.

The purpose of this code is to improve public health, safety and general welfare by enhancing the design and construction of buildings through the use of building concepts having a reduced negative impact or a positive environmental impact and encouraging sustainable construction practices of all buildings and structures within this jurisdiction.

(Ord. No. 2086 , § 24, 2-4-2020)

15.10.030 Adoption.

The ~~2022~~ **most current edition of the** California Green Building Standards Code, Title 24, Part 11 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in the California Health and Safety Code Section 18901 et seq., (hereinafter referred to as the "state code") and any rules and regulations promulgated pursuant thereto, incorporating the International Building Code, 202**4** Edition, as referenced in and adopted pursuant to California Health and Safety Code Sections 17922 and 18935, (hereinafter referred to as the "IBC"), and those appendices thereto expressly adopted by the California Building Standards Commission, are hereby adopted and incorporated by reference herein. Except as otherwise provided by this chapter and Chapter 15.02 of the Tehama County Code, all construction, alteration, moving, demolition, repair, and use of any building or structure within the county jurisdiction shall be made in conformance with the state code and any rules and regulations promulgated pursuant thereto, including the IBC, and the specified appendices.

There is one copy of said code on file in the office of the building official for use and examination by the public.

(Ord. No. 2086 , § 24, 2-4-2020; Ord. No. 2127 , § 25, 12-20-2022)

Chapter 15.12 DANGEROUS BUILDING CODE

Sections:

15.12.010 Title.

This chapter shall be known as the "Tehama County dangerous building code."

(Ord. 1708 § 2(part), 1999)

15.12.020 Purpose.

It is the purpose of this code to provide a just, equitable and practical method, to be cumulative with and in addition to any other remedy provided by the building code, housing code or otherwise available by law, whereby buildings or structures which from any cause endanger the life, limb, health, morals, property, safety or welfare of the general public or their occupants may be required to be repaired, vacated or demolished.

(Ord. 1708 § 2(part), 1999)

15.12.030 Adoption.

The Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition, is hereby adopted and incorporated by reference herein. There is one copy of said code on file in the office of the building official for use and examination by the public.

(Ord. 1708 § 2(part), 1999)

15.12.040 Definitions.

The Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition, is published by the International Conference of Building Officials. As used in the chapter, the word "code" shall mean the Tehama County dangerous building code.

(Ord. 1708 § 2(part), 1999)

15.12.250 Amendments.

Notwithstanding the provisions of Section 15.12.030, the Uniform Code for the Abatement of Dangerous Buildings adopted pursuant to Section 15.12.030 is amended as follows:

A. Section 205.1 of the Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition, is amended to read:

205.1 General. As used in this Code, "Board of Appeals" shall mean the Tehama County Board of Supervisors.

B. Section 205.2 of the Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition is not adopted and shall not be a part of the Tehama County Dangerous Building Code.

C. Section 401.2 of the Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition, is amended to read:

401.2 Preliminary Notice and Order. The building official shall issue a preliminary notice and order directed to the record owner of the building. The preliminary notice and order shall contain:

1. The street address and a legal description sufficient for identification of the premises upon which the building is located.

2. A statement that the building official has found the building to be dangerous with a brief and concise description of the conditions found to render the building dangerous under the provisions of Section 302 of this code. For buildings subject to the State Housing Law, this statement shall also include a brief and concise description of the conditions found to render the building a substandard building as defined in Health and Safety Code section 17920.3 or a building described in Health and Safety Code section 17920.10, and the conditions found to render the building a nuisance as defined in Health and Safety Code section 17920.

3. A statement of the action(s) required to be taken as determined by the building official.

3.1 The preliminary notice and order shall clearly state that the owner shall have the choice of repairing or demolishing the building, in addition to any other option authorized by this Code and approved by the building official.

3.2 If, in the opinion of the building official, these conditions can be corrected or abated by repair thereof, the preliminary notice and order shall state the repairs which will be required. However, the failure of the notice to identify specific repairs shall not deprive the owner of the choice to repair or demolish the building, and shall not invalidate the proceedings.

3.3 The preliminary notice and order shall require that if the owner chooses to repair, all required permits shall be secured therefor and the work physically commenced within such time (not to exceed 30 days from the date of the order) and completed within such time as the building official shall determine is reasonable and feasible under all of the circumstances.

3.4 The preliminary notice and order shall require that if the owner chooses to demolish, the building shall be vacated within such time as the building official shall determine is reasonable (not to exceed 30 days from the date of the order); that all required permits be secured therefor within 30 days from the date of the order; and that the demolition be completed within such time as the building official shall determine is reasonable.

3.5 The preliminary notice and order shall indicate that if the building is encumbered by a mortgage or deed of trust, of record, and the owner of the building has not complied with the order of the building official on or before the expiration of 30 days after the mailing and posting of the notice, the mortgagee or beneficiary under the deed of trust may, within 15 days after the expiration of the 30-day period, comply with the requirements of the order of the building official, in which event the cost to the mortgagee or beneficiary shall be added to, and become a part of, the lien secured by the mortgage or deed of trust, and shall be payable at the same time and in the same manner as may be prescribed in the mortgage or deed of trust for the payment of any taxes advanced or paid by the mortgagee or beneficiary for and on behalf of the owner.

3.6 If the building official has determined that the building or structure must be vacated, the preliminary notice and order shall require that the building or structure shall be vacated within a time certain from the date of the order as determined by the building official to be reasonable. Notwithstanding Section 403 of this Code, the building official shall not require the vacating of a residential building unless the building official concurrently requires expeditious demolition or repair to comply with all applicable laws, regulations, building standards, and ordinances.

4. Statements advising that if the owner does not make a timely choice of repair or demolition; the owner selects an option which cannot be completed within a reasonable period of time, as determined by the building official for any reason, including, but not limited to, an outstanding judicial or administrative order; the repair work is not done within the period required by the notice; or the terms of the notice have not been complied with in any other respect on or before the expiration of 45 days after the mailing and posting of the notice, the building official may institute proceedings for the abatement of the dangerous building, after notice and hearing, before the Board of Appeals as set forth in this Code.

5. For buildings subject to the State Housing Law, a provision notifying the owner that, in accordance with Sections 17274 and 24436.5 of the Revenue and Taxation Code, a tax deduction may not be allowed for interest, taxes, depreciation, or amortization paid or incurred in the taxable year.

6. For buildings subject to the State Housing Law, a provision notifying the owner that a lessor cannot retaliate against a lessee pursuant to Section 1942.5 of the Civil Code.

7. The name, address, and telephone number of the agency that issued the notice or order.

D. Section 401.3 of the Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition, is amended to read:

401.3 Second Notice/Notice to Abate Nuisance. If the building official determines to proceed with the abatement of the dangerous building through proceedings instituted before the Board of Appeals, it shall give a second notice directing the owner of the building to appear before the Board of Appeals at a stated time and place and show cause why the building should not be condemned as a nuisance, and

the nuisance be abated as provided in this Code. The notice shall be headed "Notice to Abate Nuisance" in letters of not less than three-fourths of an inch in height and shall be substantially in the following form:

NOTICE TO ABATE NUISANCE

The owner of the building situated at _____ is hereby notified to appear before the Tehama County Board of Supervisors, sitting as the Board of Appeals under the Tehama County Dangerous Building Code, at its meeting to be held _____, 20___, at _____ (place of meeting) at the hour of _____ o'clock ___m., or as soon thereafter as the owner may be heard, and show cause, if any, why the building should not be condemned as a public nuisance and the nuisance be abated by reconstructing or properly repairing the building or by razing or removing it.

Dated

(Name of enforcement agency)

By_____

(Name of officer)

E. Section 401.4 of the Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition, is amended to read:

401.4 Service and Posting of Notices. The notices required under this Chapter shall be given in the following manner:

1. The notices required under this Chapter shall be given in the following manner: The building official shall post conspicuously at least one copy of the notice on the building alleged to be a dangerous building, and shall send another copy by registered or certified mail, postage prepaid, return receipt requested, to the person owning the land on which the building is located, as that person's name and address appear on the last equalized assessment roll, or as known to the clerk of the governing board of the enforcement agency; and to the record owner, if different; to anyone known to the County to be in possession of the parcel upon which the building is located; to the holder of any mortgage or deed of trust or other lien or encumbrance of record; to the owner of holder of any lease or records; and to the holder of any other estate or legal interest of record in or to the building or the land on which it is located. If the address of any person entitled to notice is unknown to the building official, two copies, each stating this fact, shall be mailed, one to addressed to this person at the county seat of the county where the property is situated, and one addressed to this person at the address of the building involved in the proceedings.

2. For buildings subject to the State Housing Law, any notice given pursuant to this Chapter shall be provided to any tenants of the building either by both posting a copy of the order or notice in a conspicuous place on the property and by first-class mail to each affected residential unit, or by posting a copy of the order or notice in a conspicuous place on the property and in a prominent place on each affected residential unit.

3. Proof of service of any notice shall be certified to at the time of service by a written declaration under penalty of perjury executed by the persons effecting service, declaring the time, date and manner in which service was made. The declaration, together with any receipt card turned in acknowledgment of receipt by certified mail shall be affixed to a copy of the notice and order shall be filed with the Clerk of the Board of Appeals. The building official shall retain a copy of all documents so filed with the Clerk of the Board of Appeals.

4. The failure of any owner or other person to receive the notice, shall not affect in any manner the validity of any proceedings taken hereunder.

5. Service by registered or certified mail in the manner herein provided shall be effective on the date of mailing.

F. Section 402 of the Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition, is amended to read:

SECTION 402 - RECORDATION OF NOTICE

Concurrent with service of the "Preliminary Notice and Order" under Section 401.2 of this Code, the building official shall record in the office of the county recorder a certificate describing the property and certifying (i) that the building official has determined that the building is a dangerous building, (ii) that the owner has been so notified, and (iii) that proceedings for the abatement of the dangerous building may be instituted before the Board of Appeals as set forth in this Code. The building official shall record a notice of final disposition in the county recorder's office immediately following final resolution of the proceedings under this Code.

F. Section 403 of the Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition, is amended to read:

SECTION 403 - REPAIR, VACATION AND DEMOLITION

The following standards shall be followed by the building official and the Board of Appeals in ordering the repair, vacation, or demolition of any dangerous building or structure:

1. Any building declared a dangerous building under this code shall be made to comply with one of the following:

1.1 The building shall be repaired in accordance with the current building code or other current code applicable to the type of substandard conditions requiring repair; or

1.2 The building shall be demolished at the option of the building owner; or

1.3 If the building does not constitute an immediate danger to the life, limb, property or safety of the public it may be vacated, secured and maintained against entry. The building official or Board of Appeals shall not require the vacating of a residential building unless the building official or Board of Appeals concurrently requires expeditious demolition or repair to comply with all applicable laws, regulations, building standards, and ordinances.

2. If the building or structure is in such condition as to make it immediately dangerous to the life, limb, property or safety of the public or its occupants, it shall be ordered to be vacated.

3. For buildings subject to the State Housing Law, in deciding whether to require vacation of the building or to repair as necessary, the Board of Appeals shall give preference to the repair of the building whenever it is economically feasible to do so without having to repair more than 75 percent of the dwelling, as determined by the County, and shall give full consideration to the needs for housing as expressed in the County's housing element.

G. Section 404 of the Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition, is amended to read:

SECTION 404 - NOTICE TO VACATE

404.1 Posting. Every notice to vacate shall, in addition to being served as provided in Section 401.4, be posted at or upon each exit of the building and shall be in substantially the following form:

DO NOT ENTER

UNSAFE TO OCCUPY

It is a misdemeanor to occupy this building, or to remove or deface this notice.

Building Official

County of Tehama

404.2 Compliance. Whenever such notice is posted, the building official shall include a notification thereof in the preliminary notice and order issued under Section 401.2, reciting the emergency and specifying the conditions which necessitate the posting. No person shall remain in or enter any building which has been so posted, except that entry may be made to repair, demolish or remove such building under permit. No person shall remove or deface any such notice after it is posted until the required repairs, demolition or removal have been completed and a certificate of occupancy issued pursuant to the provisions of the Building Code.

H. Chapter 5 of the Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition, is not adopted and shall not be a part of the Tehama County Dangerous Building Code.

I. Section 601.1 of the Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition is not adopted and shall not be a part of the Tehama County Dangerous Building Code.

J. Section 603 of the Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition, is amended to read:

SECTION 603 - SCOPE OF HEARING

At the time and place fixed in the "Notice to Abate Nuisance" under Section 401.3 of this Code, the Board of Appeals shall proceed to hear the testimony of the officers or employees of the County and the owner or his representatives, if present at said hearing, and other competent persons who may be present and desire to testify, respecting the condition of said building, the estimated cost of its reconstruction, repair or removal, and any other matter which said Board of Appeals may deem pertinent thereto.

K. Section 603.2 of the Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition is not adopted and shall not be a part of the Tehama County Dangerous Building Code.

L. Section 605.2 of the Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition is not adopted and shall not be a part of the Tehama County Dangerous Building Code.

M. Section 605.3 of the Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition is not adopted and shall not be a part of the Tehama County Dangerous Building Code.

N. Section 605.4 of the Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition is not adopted and shall not be a part of the Tehama County Dangerous Building Code.

O. Section 605.5 of the Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition is not adopted and shall not be a part of the Tehama County Dangerous Building Code.

P. Section 605.6 of the Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition is not adopted and shall not be a part of the Tehama County Dangerous Building Code.

Q. Section 605.7 of the Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition, is amended to read:

605.7 Form of Decision. Upon the conclusion of said hearing, the Board of Appeals shall issue its decision by Resolution, which shall contain findings of fact and a determination of the issues presented. In the event that the Board of Appeals so concludes, the Resolution shall declare said building to be a nuisance and direct the owner to abate the same within 30 days after the date of posting on said premises a notice of the passage of said resolution by having said building properly reconstructed or repaired, or having the same razed or removed and notifying said owner that if said nuisance is not abated said building will be repaired or razed or removed by the County and the expense thereof made a lien on the lot or parcel of land upon which said building is located.

R. Section 605.9 of the Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition, is added to read:

605.9 Service of Decision. The decision of the Board of Appeals shall be served and posted in accordance with Section 401.4 of this Code. Service and posting shall be effected within 60 days after the date the decision is rendered. In addition to the foregoing, tenants in a residential building subject to the State Housing law shall be provided with copies of any building or demolition permit issued by the County following the decision of the Board of Appeals.

S. Section 701.1 of the Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition, is amended to read:

701.1 Compliance Required. Any person who is an owner of any building declared to be a nuisance by the Board of Appeals under this Code who fails to abate the nuisance as directed within 30 days after the date of posting of notice on said premises, or any extension of that period granted pursuant to Section 702 of this Code, is guilty of a misdemeanor.

T. Section 701.2 of the Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition, is amended to read:

701.2 Jurisdiction to Abate. Thirty days after the posting of the copies of the resolution declaring any building a nuisance, the County shall be deemed to have acquired jurisdiction to abate such nuisance by repairing or razing or removing the building, unless the nuisance is abated by the owner or other person interested within the 30-day period or any extension thereof granted pursuant to Section 702 of this Code. In the event that the nuisance is not abated within the time prescribed the County may thereupon repair or raze and remove the building so declared to constitute a nuisance or have the same done under its direction and supervision.

U. Section 701.3 of the Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition, is amended to read:

701.3 Failure to Commence Work. Whenever the required repair or demolition is not commenced within thirty days after the date of posting of notice on said premises, or any extension of that period granted pursuant to Section 702 of this Code:

1. The building official shall cause the building described in such notice and order to be vacated by posting at each entrance thereto a notice reading:

DANGEROUS BUILDING

DO NOT OCCUPY

It is a misdemeanor to occupy this building, or to remove or deface this notice.

Building Official

County of Tehama

2. No person shall occupy any building which has been posted as specified in this section. No person shall remove or deface any such notice so posted until the repairs, demolition or removal ordered by the building official have been completed and a certificate of occupancy issued pursuant to the provisions of the Building Code.

3. The building official may, in addition to any other remedy herein provided, cause the building to be repaired to the extent necessary to correct the conditions which render the building dangerous as set forth in the notice and order; or, if the Resolution of the Board of Appeals authorized demolition, to cause the building to be razed and removed and the materials, rubble and debris therefrom removed and the lot cleaned. Any such repair or demolition work shall be accomplished and the cost thereof paid and recovered in the manner provided by this Code.

4. Tenants in a residential building subject to the State Housing law shall be provided with copies of the building official's decision to repair or demolish the building.

V. Section 801.1 of the Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition, is amended to read:

801.1 Procedure. When any work of repair or demolition is to be done pursuant to Section 701.3, Item 3, of this Code, the building official shall issue an order therefor to the Director of Public Works and the work shall be accomplished by County personnel or by private contract under the direction of said Director. Plans and specifications therefor may be prepared by said Director, or the County may employ such architectural and engineering assistance on a contract basis as deemed reasonably necessary. The Director may apply to a court of competent jurisdiction for a warrant authorizing entry upon the property for purposes of undertaking the work. If any part of the work is to be accomplished by private contract, that contract shall be submitted to and approved by the Board of Supervisors prior to commencement of work. Nothing herein shall be construed to require that any private contract under this Code be awarded through competitive bidding procedures where such procedures are not required by the general laws of the State of California.

W. Section 801.2 of the Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition, is amended to read:

801.1 Costs. The cost of such work shall be paid from the repair and demolition fund, and may be made an obligation of each owner of the parcel upon which the building is located and may be specially assessed as a lien against the parcel, as provided by this Code.

X. Chapter 9 of the Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition, is amended to read:

SECTION 901 - SALE OF MATERIALS

The building materials contained in any such building so razed or removed may be sold by the Board of Supervisors at public sale to the highest responsible bidder after not less than five days notice of intended sale published at least once in a newspaper of general circulation published in the city or county wherein such building is located, either before or after said building has been razed or removed and any amount received from the sale of such building materials shall be deducted from the expense of razing or removing said building. Nothing herein shall be construed to require the Board of Supervisors to sell any such building materials. Unsold building materials may be disposed of by the building official by any lawful means, and the costs of such disposal included in the expenses of abatement.

SECTION 902 - ITEMIZED ACCOUNT OF EXPENSES

The building official shall keep an itemized account of all of the expenses involved in abating the nuisance, including, but not limited to, administrative costs, and any and all costs incurred in the physical abatement of the nuisance, and shall deduct therefrom any amount received from the sale of the building materials.

SECTION 903 - EXPENSE STATEMENT AND NOTICE OF HEARING

The building official shall cause an expense statement to be posted conspicuously on the property from which the nuisance was abated and served in accordance with Section 401.4 of this Code. This statement shall be verified by the building official, showing the reasonable gross and net expense of the abatement actions taken by the agency, including the expense of inspections; repairs, if any; the cost of the razing or removing of the building, if applicable; and any other costs of abatement, together with a notice of the time and place when and where the statement shall be submitted to the Board of Supervisors for approval and confirmation and at which time said Board of Supervisors shall consider any objections or protests, if any, which may be raised by any property owner liable to be assessed for the cost of such work and any other interested persons. The time for confirmation shall be not less than ten days from the date of the posting and mailing of said statement and notice.

SECTION 904 - CONFIRMATION OF EXPENSE STATEMENT

At the meeting noticed pursuant to Section 903, the Board of Supervisors shall consider the statement, together with any objections or protests which may be raised by any of the property owners liable to be assessed for doing the work and any other interested persons; and thereupon said governing board may make such revision, correction, or modification in the statement as it may deem just, after which, by motion or resolution, said report as submitted, or in the event any revisions, corrections or modifications have been ordered made by said governing board then said statement as revised, corrected or modified, shall be confirmed. The Board may adjourn said hearings from time to time and its decisions on said statement and on all protests and objections which may be made shall be final and conclusive.

SECTION 905 - EXCESS PROCEEDS

In the event that the amount received from the sale of material, if any, exceeds the expenses of razing or removing such building, then such excess shall be deposited with the County Treasurer to the credit of the owner of said property or to such other person legally entitled thereto, and such excess shall be payable to said owner or other person on demand and upon producing evidence of ownership satisfactory to said Treasurer.

SECTION 906 - PERSONAL OBLIGATION OF THE OWNER

Except as set forth in Section 905 of this Code, the net expense of abating the nuisance, as confirmed by the Board of Supervisors, shall be the personal obligation of each owner of the property to pay to the County. In addition to any other remedy, the County Counsel may bring a civil action in the name of the County against any such owner to recover this expense.

SECTION 907 - ASSESSMENT OF COSTS AGAINST THE PARCEL

Pursuant to Government Code section 25845, if the owner fails to pay the costs of the abatement upon demand by the county, the cost of the abatement shall be specially assessed against the parcel. The Clerk of the Board of Supervisors shall certify the existence and amount of this assessment to the County Auditor and County Tax Collector, and the assessment shall thereafter be collected at the same time and in the same manner as ordinary county taxes are collected, and shall be subject to the same penalties and the same procedure and sale in case of delinquency as are provided for ordinary county taxes. All laws applicable to the levy, collection, and enforcement of county taxes are applicable to the special assessment.

SECTION 908 - NOTICE OF ABATEMENT LIEN

The building official shall cause a notice of abatement lien to be recorded. The notice shall, at a minimum, identify the record owner or possessor of property, set forth the last known address of the record owner or possessor, set forth the date upon which abatement of the nuisance was ordered by the Board of Supervisors and the date the abatement was complete, and include a description of the real property subject to the lien and the amount of the abatement cost. Recordation of a notice of abatement lien shall have the effect set forth in Government Code section 25845. The statute of limitations shall not run against the right of County to enforce the payment of said lien.

(Ord. 1885 § 1, 2007)

15.12.260 Applicability to buildings subject to the State Housing Law.

The provisions of this chapter shall be applicable to any building subject to the State Housing Law (Health and Safety Code Sections 17910 et seq.) and its implementing regulations (California Code of Regulations, Title 25, Sections 1 et seq.), provided that such building (i) is a substandard building as defined in Health and Safety Code Section 17920.3 or is a building described in Health and Safety Code Section 17920.10, and (ii) is determined by the building official to be a nuisance as defined in Health and Safety Code Section 17920. Pursuant to California Code of Regulations, Title 25, Section 52, the board of supervisors of the county of Tehama hereby determines that the procedures set forth in this chapter are equivalent to the procedures set forth in California Code of Regulations,

Title 25, Sections 48 et seq. for the purpose of abating dangerous buildings that are subject to the State Housing Law. This chapter shall supplement, but shall not limit or restrict, the provisions of the Tehama County Housing Code set forth in Chapter 15.08.

(Ord. 1885 § 2, 2007)

15.12.270 Summary abatement.

Notwithstanding any other provision of the Tehama County Dangerous Building Code, when any dangerous building, whether or not subject to the State Housing Law, constitutes an immediate threat to public health or safety, and when the procedures set forth in Chapters 4, 6, and 7 of the code would not result in abatement of that nuisance within a short enough time period to avoid that threat, the building official may direct any officer or employee of the county to summarily abate the nuisance. The building official shall make reasonable efforts to notify the persons identified in Section 401.4 of the code, but the formal notice and hearing procedures set forth in Chapters 4, 6, and 7 of the code shall not apply. The county may nevertheless recover its costs for abating that nuisance in the manner set forth in Chapters 8 and 9 of the code.

(Ord. 1885 § 3, 2007)

15.12.280 Provisions cumulative.

The provisions of this chapter and the remedies provided herein are in addition to, and do not supersede or limit, any and all other remedies or proceedings, civil, criminal, or administrative.

(Ord. 1885 § 4, 2007)

15.12.290 Authority.

The board of supervisors of the county of Tehama hereby determines and declares that the provisions of this chapter are authorized by, and conform to the requirements of, Government Code Section 25845.

(Ord. 1885 § 5, 2007)

Chapter 15.16 PLUMBING CODE

Sections:

15.16.010 Title.

This chapter shall be known as the "Tehama County plumbing code."

(Ord. 1708 § 2(part), 1999)

15.16.020 Purpose.

The purpose of this code is to provide minimum requirements and standards for the protection of the public health, safety and welfare by regulating and controlling the design, construction, installation, quality of materials, location, operation, and maintenance and use of plumbing systems within this jurisdiction.

(Ord. 1708 § 2(part), 1999)

15.16.030 Adoption.

The ~~2022~~ **most current edition of the** California Plumbing Code, Title 24, Part 5 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in the California Health and Safety Code Section 18901 et seq., (hereinafter referred to as the "state code") and any rules and regulations promulgated pursuant thereto, incorporating the Uniform Plumbing Code, ~~2022~~ **most current edition**, as referenced in and adopted pursuant to California Health and Safety Code Sections 17922 and 18935 (hereinafter referred to as the "UPC"), and the ~~Appendix Chapters A, B, D, G, I, and J~~ **appendices**, are hereby adopted and incorporated by reference herein. Except as otherwise provided by this chapter and Chapter 15.02 of the Tehama County Code, all plumbing systems associated with construction, alteration, moving, demolition, repair, and use of any building or structure within the county jurisdiction shall be made in conformance with the state code and any rules and regulations promulgated pursuant thereto, including the UPC, and the specified appendices.

There is one copy of said code on file in the office of the building official for use and examination by the public.

(Ord. 1894 § 6, 2008)

(Ord. No. 2086 , § 6, 2-4-2020; Ord. No. 2127 , § 6, 12-20-2022)

Chapter 15.20 ELECTRICAL CODE

Sections:

15.20.010 Title.

This chapter shall be known as the "Tehama County electrical code."

(Ord. 1708 § 2(part), 1999)

15.20.020 Purpose.

The purpose of this code is to provide minimum requirements and standards to safeguard life or limb, health, property and public welfare by regulating and controlling the design, construction, installation, quality of materials, location, operation, and maintenance or use of electrical systems and equipment within this jurisdiction.

(Ord. 1708 § 2(part), 1999)

15.20.030 Adoption.

The ~~2022~~ **most current edition of the** California Electrical Code, Title 24, Part 3, of the California Code of Regulations, a portion of the California Building Standards Code, as defined in the California Health and Safety Code Section 18901 et seq., (hereinafter referred to as the "state code") and any rules and regulations promulgated pursuant thereto, incorporating the National Electrical Code, ~~2022~~ **current edition**, as referenced in and adopted pursuant to California Health and Safety Code Sections 17922 and 18935, (hereinafter referred to as the "NEC"), and the Informative Annex Chapters ~~A, B, C, D, F, G, and I~~ are hereby adopted and incorporated by reference herein. Except as otherwise provided by this chapter and Chapter 15.02 of the Tehama County Code, all electrical associated with construction, alteration, moving, demolition, repair and use of any building or structure within the county jurisdiction shall be made in compliance with the state code and any rules and regulations promulgated pursuant thereto, including the NEC.

There is one copy of said code on file in the office of the building official for use and examination by the public.

(Ord. 1894 § 9, 2008)

(Ord. No. 2086 , § 8, 2-4-2020; Ord. No. 2127 , § 8, 12-20-2022)

Chapter 15.22 MECHANICAL CODE

Sections:

15.22.010 Title.

This chapter shall be known as the "Tehama County mechanical code."

(Ord. 1708 § 2(part), 1999)

15.22.020 Purpose.

The purpose of this code is to provide minimum requirements and standards for the protection of the public health, safety and welfare by regulating and controlling the design, construction, installation, quality of materials, location, operation, and maintenance and use of heating, ventilating, cooling, refrigeration systems, incinerators and other miscellaneous heat-producing appliances within this jurisdiction.

(Ord. 1708 § 2(part), 1999)

15.22.030 Adoption.

The ~~2022~~ **most current edition of the** California Mechanical Code, Title 24, Part 4 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in the California Health and Safety Code Section 18901 et seq., (hereinafter referred to as the "state code") and any rules and regulations promulgated pursuant thereto, incorporating the Uniform Mechanical Code, ~~2022~~ **current edition**, as referenced in and adopted pursuant to California Health and Safety Code Sections 17922 and 18935, (hereinafter referred to as the "UMC"), **and its appendices** ~~Appendix Chapters B and C~~, are hereby adopted and incorporated by reference herein. Except as otherwise provided by this chapter and Chapter 15.02 of the Tehama County Code, all mechanical systems associated with construction, alteration, moving, demolition, repair and use of any building or structure within the county jurisdiction shall be made in conformance with the state code and any rules and regulations promulgated pursuant thereto, including the UMC, and the specified appendices.

There is one copy of said code on file in the office of the building official for use and examination by the public.

(Ord. 1894 § 12, 2008)

(Ord. No. 2086 , § 10, 2-4-2020; Ord. No. 2127 , § 10, 12-20-2022)

Chapter 15.24 SWIMMING POOL CODE

Sections:

15.24.010 Title.

This chapter shall be known as the "Tehama County swimming pool code."

(Ord. 1708 § 2(part), 1999; Ord. No. 2127 , § 12, 12-20-2022)

15.24.020 Purpose.

The purpose of this code is to provide minimum standards for the protection of the public health, safety and welfare by regulating and controlling the erection, installation, alteration, addition, repair, relocation, replacement, maintenance, or use of any swimming pool, spa, or hot tub plumbing system within this jurisdiction.

(Ord. 1708 § 2(part), 1999)

(Ord. No. 2127 , § 12, 12-20-2022)

15.24.030 Adoption.

The California Residential Code Swimming Pool Safety Act (Appendix ~~AX~~ **CI**), 202**5** Edition, published by the California Code of Regulations, Title 24, Part 2.5 is hereby adopted and incorporated by reference herein.

There is one copy of said code on file in the office of the building official for use and examination by the public.

(Ord. 1894 § 15(part), 2008)

(Ord. No. 2086 , § 12, 2-4-2020; Ord. No. 2127 , § 12, 12-20-2022)

15.24.40 Amendments.

Notwithstanding the provisions of Section 15.24.030, the 202**5** California Residential Code, Appendix Chapter ~~AX~~ **CI**, Section ~~AX~~**CI**100 adopted pursuant to Section 15.24.030 is amended to read as follows:

Appendix ~~AX,~~**CI** Section ~~AX~~**CI**100, subsection 115922(a) is amended to read as follows: Except as provided in Section 115925, when a building permit is issued for the construction of a new swimming pool or spa or the remodeling of an existing swimming pool or spa at a private single-family home, the respective swimming pool or spa shall be equipped with at least two of the following seven drowning prevention safety features, provided that one of the two required safety features shall consist of an enclosure or safety cover as described in items 1, 2, and 3 below:

1. An enclosure that meets the requirements of Section 115923 and isolates the swimming pool or spa from the private single-family home.
2. Removable mesh fencing that meets American Society for Testing and Materials (ASTM) Specifications F2286 standards in conjunction with a gate that is self-closing and self-latching and can accommodate a key lockable device.
3. An approved safety pool cover, as defined in subdivision (d) of Section 115921.
4. Exit alarms on the private single-family home's doors that provide direct access to the swimming pool or spa. The exit alarm may cause either an alarm noise or a verbal warning, such as a repeating notification that "the door to the pool is open."

5. A self-closing, self-latching device with a release mechanism placed no lower than 54 inches above the floor on the private single-family home's door providing direct access to the swimming pool or spa.

6. An alarm that, when placed in a swimming pool or spa will sound upon detection of accidental or unauthorized entrance into the water. The alarm shall meet and be independently certified to the ASTM Standard F2208 "Standard Safety Specification for Residential Pool Alarms," which includes surface motion, pressure, sonar, laser and infrared type alarms. A swimming protection alarm feature designed for individual use, including an alarm attached to a child that sounds when the child exceeds a certain distance or becomes submerged in water, is not a qualifying drowning prevention safety feature.

7. Other means of protection, if the degree of protection afforded is equal to or greater than that afforded by any of the features set forth above and has been independently verified by an approved testing laboratory as meeting standards for those features established by the ASTM or the American Society of Mechanical Engineers (ASME).

(Ord. No. 2127 , § 12, 12-20-2022)

15.24.050 Pool safety requirements.

Commencing January 1, 1998, new swimming pools constructed at private, single-family homes shall comply with California Health and Safety Code Section 115920, et seq.

(Ord. 1708 § 2(part), 1999)

(Ord. No. 2127 , § 12, 12-20-2022)

Chapter 15.26 SIGN CODE

Sections:

15.26.010 Title.

This chapter shall be known as the "Tehama County sign code."

(Ord. 1708 § 2(part), 1999)

15.26.020 Purpose.

The purpose of this code is to provide minimum standards to safeguard life or limb, health, property and public welfare by regulating and controlling the design, quality of materials, construction, location, electrification and maintenance of sign and sign structures not located within a building, but located within this jurisdiction.

(Ord. 1708 § 2(part), 1999)

15.26.030 Adoption.

The ~~Uniform Sign Code, 1997 Edition~~ **2025 CBC - Appendix H** , is hereby adopted and incorporated by reference herein. There is one copy of said code on file in the office of the building official for use and examination by the public.

(Ord. 1708 § 2(part), 1999)

15.26.040 Definitions.

The ~~Uniform Sign Code, 1997 Edition~~ **2025 CBC - Appendix H**, is published by the ~~International Conference of Building Officials~~ **International Code Council**. As used in this chapter, the word "code" shall mean the Tehama County sign code.

(Ord. 1708 § 2(part), 1999)

Chapter 15.28 MOBILEHOME CODE

Sections:

15.28.010 Title.

This chapter shall be known as the "Tehama County mobilehome code."

(Ord. 1708 § 2(part), 1999)

15.28.020 Purpose.

The purpose of this code is to provide minimum standards to safeguard life or limb, health, property and public welfare by regulating and controlling the use and occupancy, location, installation and maintenance of mobilehomes and the installations for supplying fuel gas, water, and electrical thereto and the disposal of sewage therefrom. This chapter shall apply to and govern all mobilehomes, manufactured homes, commercial coaches, travel trailers and recreational vehicles, and accessory structures, and all such utility installations, located outside of mobilehome parks, within this jurisdiction.

(Ord. 1708 § 2(part), 1999)

15.28.030 Adoption.

The California Code of Regulations, Title 25, Division 1, Chapter 2, Article 7, as it pertains to mobilehomes outside of mobilehome parks, is hereby adopted and incorporated by reference herein. There is one copy of said code on file in the office of the building official for use and examination by the public.

(Ord. 1708 § 2(part), 1999)

15.28.040 Definitions.

As used in this chapter, the word "code" shall mean the Tehama County mobilehome code.

"Commercial coach" shall mean a structure transportable in one or more sections, designed and equipped for human occupancy for industrial, professional, or commercial purposes, which is required to be moved under permit.

"Manufactured home" shall mean a structure, transportable in one or more sections, which, in the traveling mode, is eight body feet or more in width, or forty body feet or more in length, or, when erected on site, is three hundred twenty or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to utilities, and includes the plumbing, heating,

air conditioning, and electrical systems contained therein. "Manufactured home" includes a mobilehome subject to the National Manufactured Housing Construction and Safety Act of 1974 (42 U.S.C. Sec. 5401, et seq.).

"Mobilehome" shall mean a structure that meets the requirements of a "manufactured home." "Mobilehome" does not include a commercial coach, factory-built housing, or a recreational vehicle.

Mobilehome, Existing. "Existing mobilehome" shall mean: (1) any legally permitted mobilehome that is currently listed in the Tax Assessor's records, or (2) any mobilehome which was setup and occupied prior to October 1, 1975.

"Recreational vehicle" shall mean either of the following:

1. A motor home, travel trailer, truck camper, or camping trailer, with or without motive power, designed for human habitation for recreational, emergency or temporary occupancy, which meets all of the following criteria:
    a. It contains less than three hundred twenty square feet of internal living room area, excluding built-in equipment, including, but not limited to, wardrobe, closets, cabinets, kitchen units or fixtures, and bath or toilet rooms.
    b. It contains four hundred square feet or less of gross area measured at maximum horizontal projections.
    c. It is built on a single chassis.
    d. It is either self-propelled, truck-mounted, or permanently towable on the highways without a permit.
2. A park trailer designed for human habitation for recreational or seasonal use only, which meets all of the following criteria:
    a. It contains four hundred square feet or less of gross floor area measured at the maximum horizontal projections. However, it may not exceed twelve feet in width or forty feet in length in the traveling mode.
    b. It is built on a single chassis.
    c. It may only be transported upon public highways with a permit.

(Ord. 1708 § 2(part), 1999)

15.28.050 Standards.

A. Insignia. All mobilehomes for which an installation permit is issued, after the effective date of the ordinance codified in this title, shall have been issued an insignia of approval by the United States Department of Housing and Urban Development and certified under the National Manufactured Housing Construction and Safety Standards Act of 1974 (42 U.S.C. Sec. 5401, et seq.), or have been certified by the state of California Department of Housing and Community Development, or by a California state-registered engineer or architect as meeting such standards contained in said Act.

B. Snow Loads. Mobilehomes must be designed to resist the snow and wind load as required for buildings located at the same elevation. In lieu of design loads, a ramada designed to resist the snow load may be built to protect the mobilehome from such load. A separate building permit shall be required for the ramada.

(Ord. 1708 § 2(part), 1999)

15.28.055 Automatic fire sprinklers.

Any manufactured home, mobilehome, or multi-family manufactured home with two dwelling units, manufactured on or after January 1, 2012, for which an installation permit is issued after the effective date of the ordinance codified in this section, shall be equipped with an automatic fire sprinkler system designed and installed in accordance with Title 25 of the California Code of Regulations. The site upon which any such manufactured home, mobilehome, or multi-family manufactured home with two dwelling units is installed shall be served by a water supply system meeting the requirements for water supply applicable to any residential unit constructed on the site. The building official or their designee shall inspect the water supply system exterior to its point of connection with the manufactured home, mobilehome, or multi-family manufactured home with two dwelling units for compliance with these requirements.

(Ord. No. 1964, § 2, 1-31-2012)

15.28.060 Permits.

A. Permit Required. Except as specified in Section 15.28.070, no mobilehome or commercial coach shall be moved onto a property until an installation permit has been obtained from the building official.

B. Expiration of Permit.

1. Time Period. Every installation permit issued by the building official under the provisions of this chapter shall expire by limitation and become null and void if the work authorized by such permit is not completed, with a final inspection approval and certificate of occupancy, within six months from the date of issuance. Any permittee holding an unexpired permit may apply for an extension of a current permit for a six-month extension period. The maximum allowable total permit time shall not exceed one year.

2. Extensions. Requests for extension on an unexpired permit must be made in writing by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. The fee for extension of a nonexpired permit shall be as set forth in the fee ordinance as approved by the board of supervisors.

3. Expired Permit. An expired permit shall be considered null and void and shall require the issuance of a new permit.

4. Notices. The building official shall notify the permittee of the expiration date and the time provisions of this chapter by the attachment of a copy of this section to the permit at the time of issuance. In those cases where the permittee takes no action to apply for a new permit as provided for in this section, or file a notice as provided in Section 15.28.070, the building official, acting thirty days after the date of expiration, shall record a notice of noncompliance with the county recorder. The notice shall identify the property and set forth the fact that the mobilehome or commercial coach has not had a final inspection approval from the building department and that the owner has been so notified.

When a new permit has been obtained to complete the setup, as allowed under this section, the building official shall record with the county recorder's office and provide to the property owner of record, a notice of cancellation certifying that a new permit has been issued and the notice of noncompliance has been rescinded. This shall be done at the permittee's expense.

(Ord. 1708 § 2(part), 1999)

15.28.070 Storage of unoccupied mobilehomes and commercial coaches.

A. General. The provisions of this chapter shall not be construed to prohibit the storage of any unoccupied mobilehome or commercial coach pursuant to applicable zoning laws upon land with the consent of the owner of such land; provided, however, that such mobilehome or commercial coach shall not be connected to any electrical, fuel gas, water or sewage disposal system, or telephone service; and further provided, that the floor area of the mobilehome or commercial coach included with the area of all existing buildings and structures on the parcel of land does not exceed the maximum percentage of lot coverage permitted in the zoning regulations for that particular parcel of land; and provided further, that the placement of such mobilehome or commercial coach complies with the setback requirements as provided in the zoning regulations.

B. Placement. Mobilehomes or commercial coaches placed in dead storage as provided in subsection A of this section shall not be setup or installed as required for occupied mobilehomes or commercial coaches and shall remain in a condition as required for moving on a public road, except that stabilization devices may be used to prevent damage. Not more than one mobilehome or commercial coach shall be placed in dead storage per parcel.

C. Notice. Except when stored for resale by a licensed mobilehome dealer, every person, firm or corporation placing a mobilehome or commercial coach in dead storage as provided in subsection A of this section, shall file a notice with the building official within ten days of such placement. Such notice shall be on such form as prescribed by the building official and no fee shall be charged relating to such notice.

D. Salvage or Substandard. No mobilehome or commercial coach that has been declared salvage or substandard shall be allowed to be placed in dead storage pursuant to this section.

(Ord. 1708 § 2(part), 1999)

15.28.080 Construction sites.

A. Zoning. In those cases authorized by the county zoning ordinance, a temporary mobilehome or recreational vehicle may be placed on a site for the purpose of habitation while and during construction of a dwelling as set forth in Section 17.08.010.

B. Requirements.

1. Every mobilehome or recreational vehicle shall have a valid, unexpired license issued by the California Department of Motor Vehicles, or the state Department of Housing and Community Development. In order to comply with this section, copies of the registration certificate shall be submitted to the building department.

2. A permit for the proposed dwelling shall first be obtained and all required fees shall be paid prior to the occupancy of the temporary mobilehome or recreational vehicle.

3. An installation permit for the temporary mobilehome shall be obtained before locating the mobilehome on the property.

4. A copy of the signed agreement as required by the planning department shall be submitted to the building department upon application for the installation permit.

C. Occupancy. After inspection by the building official or authorized representative, it is determined that the mobilehome or recreational vehicle meets the requirements of this code and any other applicable state laws, a temporary occupancy certificate shall be issued. The certificate of occupancy shall remain valid so long as the mobilehome or recreational vehicle has a current license and the dwelling permit remains valid. No

mobilehome or recreational vehicle may continue to be occupied on any site when the dwelling permit becomes void.

D. Removal. The mobilehome or recreational vehicle shall be removed or placed in dead storage per Section 15.28.070 within sixty days of the final inspection of the dwelling.

(Ord. 1708 § 2(part), 1999)

15.28.090 Skirting.

A. Requirement. All mobilehomes and commercial coaches installed on any site subject to regulation under this title shall be equipped with adequate skirting. "Adequate skirting" shall be defined as the placement of standard metal skirting, wood, masonry or other sight-proof materials in such position as to enclose the exposed parts under a mobilehome. Skirting shall be installed within sixty days of the issuance of the certificate of occupancy.

B. Access. Where the space beneath a mobilehome is enclosed, there shall be provided a removable access panel not less than eighteen inches in dimension, and not less than four square feet in area. The access panel shall be located so that the lot utility connections to the electrical, water, sewer and gas systems of the mobilehome are within twenty feet. The access panel shall not be fastened by any means requiring the use of a special tool or device to remove the panel.

C. Ventilation. Cross ventilation shall be provided by openings having a net area of not less than one and one-half square feet for each twenty-five linear feet of the mobilehome and including all attached enclosed unventilated structures such as porches. The openings shall be provided on at least two opposite sides and shall be as close to all the corners as practicable.

D. Wood. Where wood is used for the mobilehome enclosure within six inches of the ground, it shall be an approved treated material or wood of natural resistance to decay.

(Ord. 1708 § 2(part), 1999)

15.28.100 Exit facilities.

Prior to the issuance of the certificate of occupancy, at least one exterior doorway of the mobilehome shall be provided with a landing and/or stairway. At least two remotely located exterior doorways of the mobilehome shall be provided with an exterior landing and/or stairway within sixty days of the issuance of the certificate of occupancy.

Commercial coaches and mobilehomes installed on permanent foundations shall have approved exit facilities installed at all exterior doorways prior to the issuance of the certificate of occupancy.

(Ord. 1708 § 2(part), 1999)

15.28.110 Violations.

It shall be unlawful for any person, firm, partnership, association, corporation or other entity to violate the provisions of this code.

A. Penalty Fee. Whenever a mobilehome or commercial coach is moved onto property and connected to any utility without first obtaining a permit, a penalty fee, in addition to the permit fee, shall be collected whether or not a permit is subsequently issued. The minimum penalty fee shall be equal to the amount of the permit fee as required in subsection A of Section 15.20.360. The payment of such penalty fee shall not exempt an applicant from compliance with all other provisions of either this code or the technical codes, nor from any other penalty prescribed by law.

(Ord. 1708 § 2(part), 1999)

Chapter 15.30 ENERGY CODE

Sections:

15.30.010 Title.

This chapter shall be known as the "Tehama County Energy Code."

(Ord. 1894 § 14(part), 2008)

15.30.020 Purpose.

The purpose of this code is to provide minimum requirements and standards to safeguard the public health, safety, and welfare by prescribing energy efficiency requirements for all buildings and structures within this jurisdiction.

(Ord. 1894 § 14(part), 2008)

15.30.030 Adoption.

The ~~2022~~ **most current edition of the** California Energy Code, Title 24, Part 6 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in the California Health and Safety Code Section 18901 et seq., (hereinafter referred to as the "state code") and any rules and regulations promulgated pursuant thereto, as adopted by the California Energy Commission pursuant to Public Resources Code section 25402, and as referenced in and adopted as part of the California Building Standards Code pursuant to California Health and Safety Code Sections 17922 and 18935, (hereinafter referred to as the "CEC"), and the Appendix Chapters are hereby adopted and incorporated by reference herein. Except as otherwise provided by this chapter and Chapter 15.02 of the Tehama County Code, all construction, alteration, moving, demolition, repair, and use of any building or structure within the county jurisdiction shall be made in conformance with the state code and any rules and regulations promulgated pursuant thereto, including the CEC.

(Ord. 1894 § 14(part), 2008)

(Ord. No. 2086 , § 14, 2-4-2020; Ord. No. 2127 , § 14, 12-20-2022)

Chapter 15.32 HISTORICAL BUILDING CODE

Sections:

15.32.010 Title.

This chapter shall be known as the "Tehama County Historical Building Code."

(Ord. 1894 § 15(part), 2008)

15.32.020 Purpose.

The purpose of this code is to safeguard the public health, safety, and welfare by prescribing alternative regulations and standards for the rehabilitation, preservation, restoration (including related reconstruction), or

relocation of qualified historical buildings or structures within this jurisdiction, in order to facilitate the rehabilitation, restoration, or change of occupancy so as to preserve their original or restored architectural elements and features, to encourage energy conservation and a cost-effective approach to preservation, and to provide for the safety of the building occupants and access for people with disabilities.

(Ord. 1894 § 15(part), 2008)

15.32.030 Adoption.

The ~~2022~~ **most current edition of the** California Historical Building Code, Tile 24, Part 8 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in the California Health and Safety Code Section 18901 et seq., (hereinafter referred to as the "state code") and any rules and regulations promulgated pursuant thereto, as adopted by the State Historical Building Safety Board pursuant to Health and Safety Code section 18959.5, and as referenced in and adopted as part of the California Building Standards Code pursuant to California Health and Safety Code Sections 17922 and 18935, (hereinafter referred to as the "CHBC"), and the Appendix Chapters are hereby adopted and incorporated by reference herein. Except as otherwise provided by this chapter and Chapter 15.02 of the Tehama County Code, all construction, alteration, moving, demolition, repair, and use of any buildings or properties designated as qualified historical buildings or properties in accordance with Health and Safety Code section 18955 within the county jurisdiction shall be made in conformance with the state code and any rules and regulations promulgated pursuant thereto, including the CHBC Section 17.

(Ord. 1894 § 15(part), 2008)

(Ord. No. 2086 , § 16, 2-4-2020; Ord. No. 2127 , § 16, 12-20-2022)

Chapter 15.34 FIRE CODE

Sections:

15.34.010 Title.

This chapter shall be known as the "Tehama County Fire Code."

(Ord. 1894 § 16(part), 2008)

15.34.020 Purpose.

The purpose of this code is to provide minimum requirements and standards consistent with nationally recognized good practices to safeguard the public health, safety and general welfare from the hazards of fire, explosion or dangerous conditions in new and existing buildings, structures, and premises, and to provide safety and assistance to firefighters and emergency responders during emergency operations.

(Ord. 1894 § 16(part), 2008)

15.34.030 Adoption.

The ~~2022~~ **most current edition of the** California Fire Code, Title 24, Part 9 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in the California Health and Safety Code Section 18901 et seq., (hereinafter referred to as the "state code") and any rules and regulations

promulgated pursuant thereto, incorporating the International Fire Code~~, 2018~~ **2024** Edition, as referenced in and adopted pursuant to California Health and Safety Code Sections 17922 and 18935, (hereinafter referred to as the "IFC"), and ~~Appendix Chapters 4, B, BB, C, CC, D only section 103.6, G, and I~~ **its appendices**, are hereby adopted and incorporated by reference herein. Except as otherwise provided by this chapter and Chapter 15.02 of the Tehama County Code, the construction, alteration , movement, enlargement, replacement , repair, equipment, use and occupancy, location , maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such building structures within the county jurisdiction shall be mad in conformance with the state code and any rules and regulations promulgated pursuant thereto, including the IFC, and the specified appendices.

(Ord. 1894 § 16(part), 2008)

(Ord. No. 2086 , § 18, 2-4-2020; Ord. No. 2127 , § 17, 12-20-2022)

15.34.040 Fire board of appeals.

A. In order to hear and decide appeals of orders, decisions or determinations made by the fire chief or fire code official relative to the application and interpretation of the Tehama County Fire Code or the technical codes, as defined in Section 15.02.150, or any successor fire code or technical code adopted or implemented pursuant to state law, there shall be and is hereby created a board of appeals. The board of appeals shall be the board of supervisors. The fire chief shall be an ex-officio member of said board but shall have no vote on any matter before the board. The board may adopt additional rules of procedure for conducting its business, and shall render all decisions and findings in writing to the appellant with a duplicate copy to the fire chief.

B. An application for appeal shall be based on a claim that the intent of the applicable code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equivalent method of protection or safety is proposed. Except as otherwise provided by law, including without limitation Health and Safety Code section 17925, the board shall have no authority to waive requirements of these codes.

(Ord. No. 1969, § 1, 7-31-2012)

Chapter 15.36 EXISTING BUILDING CODE

Sections:

15.36.010 Title.

This chapter shall be known as the "Tehama County Existing Building Code."

(Ord. 1894 § 17(part), 2008)

15.36.020 Purpose.

The purpose of this code is to provide minimum requirements and standards to safeguard the public health, safety, and welfare by prescribing alternative building standards for existing structures when the provisions of the applicable technical code cannot be achieved.

(Ord. 1894 § 17(part), 2008)

15.36.030 Adoption.

The 20~~22~~ **most current edition of the** California Existing Building Code, Title 24, Part 10 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in the California Health and Safety Code Section 18901 et seq., (hereinafter referred to as the "state code") and any rules and regulations promulgated pursuant thereto, incorporating the International Existing Building Code, 20~~18~~ **24** Edition, as referenced in and adopted pursuant to California Health and Safety Code Sections 17922 and 18935, (hereinafter referred to as the "IEBC"), and those appendices thereto expressly adopted by the California Building Standards Commission, are hereby adopted and incorporated by reference herein. Except as otherwise provided by this chapter and Chapter 15.02 of the Tehama County Code, the repair, alteration, addition and change of occupancy for existing buildings and historic buildings to which the state code is applicable by its terms within the county jurisdiction shall be made in conformance with the state code and any rules and regulations promulgated pursuant thereto, including the IEBC, and the specified appendices.

(Ord. 1894 § 17(part), 2008)

(Ord. No. 2086 , § 20, 2-4-2020; Ord. No. 2127 , § 19, 12-20-2022)

Chapter 15.38 REFERENCED STANDARDS CODE

Sections:

15.38.010 Title.

This chapter shall be known as the "Tehama County Referenced Standards Code."

(Ord. 1894 § 18(part), 2008)

15.38.020 Purpose.

The purpose of this code is to provide minimum standards to safeguard life or limb, health, property and public welfare by regulating and controlling the design, construction, quality of materials, use and occupancy, location and maintenance of certain buildings and structures within this jurisdiction and certain equipment specifically regulated herein.

(Ord. 1894 § 18(part), 2008)

15.38.030 Adoption.

The ~~2022~~ **most current edition of the** California Referenced Standards Code, Title 24, Part 12 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in the California Health and Safety Code Section 18901 et seq., (hereinafter referred to as the "state code") adopted pursuant to California Health and Safety Code Sections 17922 and 18935 is hereby adopted and incorporated by reference herein. Except as otherwise provided by this chapter and Chapter 15.02 of the Tehama County Code, all construction, alteration, moving, demolition, repair, and use of any building or structure to which the state code is applicable by its terms within the county jurisdiction shall be made in conformance with the state code.

(Ord. 1894 § 18(part), 2008)

(Ord. No. 2086 , § 22, 2-4-2020; Ord. No. 2127 , § 21, 12-20-2022)

Chapter 15.40 CALIFORNIA ADMINISTRATIVE CODE

Sections:

15.40.010 Title.

This chapter shall be known as the "California Administrative Code" or "state administrative code."

(Ord. No. 2127 , § 26, 12-20-2022)

15.40.020 Adoption.

The ~~2022~~ **most current edition of the** California Administrative Code, Title 24, Part 1 of the California Code of Regulations, as specified by Sections 17922 and 18938 of the California Health and Safety Code, is hereby adopted and incorporated by reference into this Code.

There is one copy of said code on file in the office of the building official for use and examination by the public.

(Ord. No. 2127 , § 26, 12-20-2022)

Chapter 15.48 SETBACK LINES

Sections:

15.48.010 Establishment.

A. Building setback lines are hereby established in the unincorporated areas of the county along all public and private streets, roads and highways, including state highways, as follows: fifty feet from the centerline thereof, or twenty feet from the exterior boundaries thereof, whichever setback distance is greater.

B. Wherever conflict occurs between the provisions of this section and the yard provisions of the county zoning ordinance, the most restrictive regulation shall apply.

(Ord. 1761 § 2 (part), 2001)

15.48.020 Compliance required.

A. No building, structure, well, solid fence more than three feet high, or other improvements, except open fences, utility poles and lines, driveways and structures appurtenant thereto, and irrigation structures and noncommercial loading chutes and platforms shall hereafter be erected or placed within the building setback lines established by this chapter.

(Ord. 1761 § 2 (part), 2001)

15.48.030 Variances.

A. Variances in the strict application of this chapter may be granted in cases where unusual hardships may be proved or where unusual conditions exist.

B. Application for a variance shall be made in writing to the Planning Commission, and the variance may be granted by the Board of Supervisors following receipt of a report of findings by the Planning Commission.

(Ord. 1761 § 2 (part), 2001)

15.48.040 Enforcement.

A. It shall be the duty of the building official and his or her authorized deputies to conduct inspections and investigations related to the regulations of this chapter, and, together with other officers of the county charged in this chapter or otherwise with the enforcement of law, to enforce this chapter and all of the provisions thereof.

B. Any person, firm or corporation whether as principal, agent, employee or otherwise, violating any of the provisions of this chapter shall be guilty of a misdemeanor.

(Ord. 1761 § 2 (part), 2001)

Chapter 15.52 FLOODPLAIN MANAGEMENT REGULATIONS

Sections:

ARTICLE I. TITLE, FINDINGS OF FACT, PURPOSE AND METHODS

15.52.110 Title.

This chapter shall be known as the "Tehama County floodplain management regulations."

(Ord. 1708 § 2(part), 1999)

15.52.120 Findings of fact.

The flood hazard areas of the county of Tehama are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.

These flood losses are caused by uses that are inadequately elevated, floodproofed, or protected from flood damage. The cumulative effect of obstructions in areas of special flood hazards which increase flood heights and velocities also contribute to the flood loss.

(Ord. 1708 § 2(part), 1999)

15.52.130 Purpose.

It is the purpose of this chapter to promote the public health, safety, and general welfare, and to minimize public and private losses due to flood conditions in specific areas by provisions designed:

A. To protect human life and health;

B. To minimize expenditure of public money for costly flood control projects;

C. To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;

D. To minimize prolonged business interruptions;

E. To minimize damage to public facilities and utilities such as water and gas mains; electric, telephone and sewer lines; and streets and bridges located in areas of special flood hazard;

F. To help maintain a stable tax base by providing for the sound use and development of areas of special flood hazard so as to minimize future blighted areas caused by flood damage;

G. To ensure that potential buyers are notified that property is in an area of special flood hazard; and

H. To ensure that those who occupy the areas of special flood hazard assume responsibility for their actions.

(Ord. 1708 § 2(part), 1999)

15.52.140 Methods of reducing flood losses.

In order to accomplish its purposes, this chapter includes methods and provisions:

A. To restrict or prohibit uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or flood heights or velocities;

B. To require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;

C. To control the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel flood waters;

D. To control filling, grading, dredging, and other development which may increase flood damage; and

E. To prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards in other areas.

(Ord. 1708 § 2(part), 1999)

ARTICLE II. GENERAL PROVISIONS

15.52.210 Definitions.

For the purpose of this chapter, certain terms, phrases, words and their derivatives shall be construed as specified in this section. Where terms are not defined, they shall have their ordinarily accepted meanings within the context with which they are used. Webster's Third New International Dictionary of the English Language, Unabridged, copyright 1986, shall be considered as providing ordinarily accepted meanings. Words used in the

singular include the plural and the plural the singular. Words used in the masculine gender include the feminine and the feminine the masculine.

"Accessory use" shall mean a use, which is incidental and subordinate to the principal use of the parcel of land on which it is located.

"Appeal" shall mean a request for a review of the floodplain administrator's interpretation of any provision of this chapter or a request for a variance pursuant to Article 5.

"Area of shallow flooding" shall mean a designated AO or AH zone on the flood insurance rate map (FIRM). The base flood depths range from one to three 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.

Area of special flood hazard. See "Special flood hazard area."

"Base flood" shall mean a flood, which has a one percent chance of being equaled or exceeded in any given year (also called the "one hundred-year flood"). Base flood is the term used throughout this chapter.

"Basement" shall mean any area of the building having its floor below ground level on all sides.

Building. See "Structure".

"Development" shall mean 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.

"Encroachment" shall mean the advance or infringement of uses, plant growth, fill, excavation, buildings, permanent structures or development into a floodplain, which may impede or alter the flow capacity of a floodplain.

"Existing manufactured home park or subdivision" shall mean a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

"Expansion to an existing manufactured home park or subdivision" shall mean the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

"Flood, flooding, or flood water" shall mean a general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland waters; the unusual and rapid accumulation or runoff of surface waters from any source.

"Flood boundary and floodway map (FBFM)" shall mean 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.

"Flood insurance rate map (FIRM)" shall mean 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.

"Flood insurance study" shall mean 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.

"Floodplain or flood-prone area" shall mean any land area susceptible to being inundated by water from any source. See "Flooding".

"Floodplain administrator" shall mean the individual appointed to administer and enforce the floodplain management regulations.

"Floodplain management" shall mean 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.

"Floodplain management regulations" shall mean this chapter and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose chapter (such as grading and erosion control) and other application 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.

"Floodproofing" shall mean 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.

"Floodway" shall mean 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 foot. Also referred to as "Regulatory floodway".

"Floodway fringe" shall mean area of the floodplain on either side of the "Regulatory floodway" where encroachment may be permitted.

"Functionally dependent use" shall mean 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 does not include long-term storage or related manufacturing facilities.

"Governing body" shall mean the local governing unit, i.e. county or municipality, that is empowered to adopt and implement regulations to provide for the public health, safety and general welfare of its citizenry.

"Hardship" as related to Article 5, of this chapter shall mean the exceptional hardship that would result from a failure to grant the requested variance. The board of supervisors requires that the variance be exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship.

"Highest adjacent grade" shall mean the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

"Historic structure" shall mean any structure that is:

1. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the secretary to qualify as a registered historic district;
3. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or
4. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either by an approved state program as determined by the Secretary of the Interior or directly by the Secretary of the Interior in states with approved programs.

"Levee" shall mean a manmade 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.

"Levee system" shall mean 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.

"Lowest floor" shall mean 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 floodproofing standard in Section 15.52.410(c)3.

    b. The anchoring standards in Section 15.52.410(a).

    c. The construction materials and methods standards in Section 15.52.410(b).

    d. The standards for utilities in Section 15.52.420.

2. For residential structures, all sub-grade, enclosed areas are prohibited as they are considered to be basements. This prohibition includes below-grade garages and storage areas.

"Manufactured home" shall mean a structure, transportable in one or more sections, which, in the traveling mode, is eight body feet or more in width, or forty body feet or more in length, or, when erected on site, is three hundred twenty or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein. "Manufactured home" includes a mobilehome subject to the National Manufactured Housing Construction and Safety Act of 1974 (42 U.S.C., Sec. 5401, et seq.).

"Manufactured home park or subdivision" shall mean a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

"Market value" shall be determined by estimating the cost to replace the structure in new condition and adjusting that cost figure by the amount of depreciation, which has accrued since the structure was constructed. The cost of replacement of the structure shall be based on a square foot cost factor determined by reference to a building cost estimating guide recognized by the building construction industry. The amount of depreciation shall be determined by taking into account the age and physical deterioration of the structure and functional obsolescence as approved by the floodplain administrator, but shall not include economic obsolescence. Use of replacement costs or accrued depreciation factors different from those contained in recognized building cost estimating guides may be considered only if such factors are included in a report prepared by an independent professional appraiser and supported by a written explanation of the differences.

"Mean sea level" shall mean, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum of 1988, or other datum, to which base flood elevations shown on a community's flood insurance rate map are referenced.

"Mobilehome" shall mean a structure that meets the requirements of a manufactured home. Mobilehome does not include a commercial coach, factory-built housing, or a recreational vehicle.

"New construction," for floodplain management purposes, shall mean structures for which the "start of construction" commenced on or after the effective date of floodplain management regulations adopted by this community, and includes any subsequent improvements to such structures.

"New manufactured home park or subdivision" shall mean a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed

(including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by this community.

"Obstruction" shall include, but is not limited to, any dam, wall, wharf, embankment, levee, dike, pile, abutment, protection, excavation, channelization, bridge, conduit, culvert, building, wire, fence, rock, gravel, refuse, fill, structure, vegetation or other material in, along, across or projecting into any watercourse which may alter, impede, retard or change the direction and/or velocity of the flow of water, or due to its location, its propensity to snare or collect debris carried by the flow of water, or its likelihood of being carried downstream.

"One hundred year flood" or "100-year flood." See "Base flood."

"Public safety and nuisance" as related to Article 5, of this chapter shall mean that the granting of a variance must not result in anything, which is injurious to safety or health or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.

"Recreational vehicle" shall mean either of the following:

A. A motor home, travel trailer, truck camper, or camping trailer, with or without motive power, designed for human habitation for recreational, emergency or temporary occupancy, which meets all of the following criteria:

    1. It contains less than three hundred twenty square feet of internal living room area, excluding built-in equipment, including, but not limited to, wardrobe, closets, cabinets, kitchen units or fixtures, and bath or toilet rooms.

    2. It contains four hundred square feet or less of gross area measured at maximum horizontal projections.

    3. It is built on a single chassis.

    4. It is either self-propelled, truck-mounted, or permanently towable on the highways without a permit.

B. A park trailer designed for human habitation for recreational or seasonal use only, which meets all of the following criteria:

    1. It contains four hundred square feet or less of gross floor area measured at the maximum horizontal projections. However, it may not exceed twelve feet in width or forty feet in length in the traveling mode.

    2. It is built on a single chassis.

    3. It may only be transported upon public highways with a permit.

"Regulatory floodway" shall mean 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 foot.

"Remedy a violation" shall mean to bring the structure or other development into compliance with state or local floodplain management regulations, or, if this is not possible, to reduce the impacts of its noncompliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of the chapter or otherwise deterring future similar violations, or reducing state or federal financial exposure with regard to the structure or other development.

"Riverine" shall mean relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

"Special flood hazard area (SFHA)" shall mean an area of land that would be inundated by a 100-year flood, and shown on an FHBM or FIRM as Zone A, A1—A30, AE, AO, A99, AH.

"Start of construction" shall mean and include substantial improvement and other proposed new development and means the date the building permit was issued, provided the actual start of construction, repair,

reconstruction, rehabilitation, addition, placement, or other improvement was within one hundred eighty days from the date of the permit issuance. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufacture home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

"Structure" shall mean a walled and roofed building that is principally above ground; this includes a gas or liquid storage tank or a manufactured home.

"Substantial damage" shall mean damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed fifty percent of the market value of the structure before the damage occurred.

"Substantial improvement" shall mean any reconstruction, rehabilitation, addition, or other proposed new development of a structure, the cost of which equals or exceeds fifty percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures, which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a structure to correct existing violations or state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or

2. Any alteration of an "historic structure," provided that the alteration will not preclude the structure's continued designation as an "historic structure."

"Variance" shall mean a grant of relief from the requirements of this chapter, which permits construction in a manner that would otherwise be prohibited by this chapter.

"Violation" shall mean the failure of a structure or other development to be fully compliant with this chapter. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this chapter is presumed to be in violation until such time as that documentation is provided.

"Water surface elevation" shall mean the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum of 1988, or other datum, where specified, of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

"Watercourse" shall mean a lake, river, creek, stream, wash, arroyo, channel or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur.

(Ord. 1792 § 2, 2003)

(Ord. No. 1917, §§ 2, 3, 4-28-2009)

15.52.220 Lands to which this chapter applies.

This chapter shall apply to all areas of special flood hazards within the jurisdiction of the county of Tehama.

(Ord. 1708 § 2(part), 1999)

15.52.230 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) dated May 4, 2009, is hereby adopted by reference and declared to be part of this chapter. In addition, the accompanying flood insurance rate maps (FIRMs) and flood boundary and floodway maps (FBFMs), with map indexes dated May 4, 2009, are hereby adopted by reference and declared to be a part of this chapter. This FIS and attendant mapping is the minimum area of applicability of this chapter and may be supplemented by studies for other areas which allow implementation of this chapter and which are recommended to the board of supervisors by the floodplain administrator. The study, FIRMs and FBFMs are on file at the Tehama County department of building and safety, 444 Oak Street, Room H, Red Bluff, California.

(Ord. 1792 § 3, 2003)

(Ord. No. 1917, §§ 4, 5, 4-28-2009)

15.52.240 Violations.

No structure or land shall hereafter be constructed, located, extended, converted or altered without full compliance with the terms of this chapter and other applicable regulations. Violation of the provisions of this chapter or failure to comply with any of its requirements shall constitute a misdemeanor. Each day such violation continues shall be considered a separate offense. Any violation of the provisions of this chapter is declared to be a nuisance and may be abated. Nothing herein contained shall prevent the county from taking such lawful actions as are necessary to prevent or remedy any violations.

(Ord. 1761 § 3, 2001: Ord. 1708 § 2(part), 1999)

15.52.250 Abrogation and greater restrictions.

This chapter is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this chapter and another ordinance conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

(Ord. 1708 § 2(part), 1999)

15.52.260 Interpretation.

In the interpretation and application of this chapter, all provisions shall be:

A. Considered as minimum requirements;

B. Liberally construed in favor of the governing body; and

C. Deemed neither to limit nor repeal any other powers granted under state statutes.

(Ord. 1708 § 2(part), 1999)

15.52.270 Warning and disclaimer of liability.

The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be

increased by man-made or natural causes. This chapter 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 chapter shall not be construed to impose any mandatory duty upon the County of Tehama or any officer or employee thereof, or to otherwise impose liability upon the County of Tehama or any officer or employee thereof for any act or omission of any nature beyond the liability imposed by the laws of the state or the United States, if any. Without limiting the generality of the foregoing, this chapter shall not be construed to impose liability upon the County of Tehama or any officer or employee thereof for any flood-related damage or injury that may result from reliance upon this chapter or any administrative decision made pursuant to this chapter, regardless of whether such decision is determined to have been correctly made.

(Ord. 1708 § 2(part), 1999)

(Ord. No. 1917, §§ 6, 7, 4-28-2009)

15.52.280 Severability.

This chapter and the various parts thereof are hereby declared to be severable. Should any section of this chapter be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the chapter as a whole, or any portion thereof other than the section so declared to be unconstitutional or invalid.

(Ord. 1708 § 2(part), 1999)

ARTICLE III. ADMINISTRATION

15.52.310 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 15.52.230. 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. Location, dimensions, and elevation of the area in question, existing or proposed structures, storage of materials and equipment and their location, and

   2. For all proposed structures, spot ground elevations at twenty-foot or smaller intervals along the foundation footprint, or one foot contour elevations throughout the building site, and

   3. Proposed locations of water supply, sanitary sewer, and utilities, and

   4. If available, the base flood elevation from the flood insurance study and/or flood insurance rate map, and

   5. If applicable, the location of the regulatory floodway; and

   6. Base flood elevation information as specified in Section 15.52.230 or 15.52.330(B) of this chapter, as applicable, and

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 openings as required in Section 15.52.410(C)(3) of this chapter 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 using Standard Proctor Test method); and

C. Proposed elevation in relation to mean sea level to which any nonresidential structure will be floodproofed, as required in Section 15.52.410(C)(2) of this chapter and FEMA Technical Bulletin 3-93; and

D. All appropriate certifications listed in Section 15.52.330(D) of this chapter; and

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

(Ord. 1708 § 2(part), 1999)

(Ord. No. 1917, §§ 8, 9, 4-28-2009)

15.52.320 Designation of the floodplain administrator.

The building official is hereby appointed to administer, implement, and enforce this chapter by granting or denying development permits in accord with its provisions.

(Ord. 1708 § 2(part), 1999)

15.52.330 Duties and responsibilities of the floodplain administrator.

A. Permit Review. Review all development permits to determine that:

1. Permit requirements of this chapter have been satisfied;

2. All other required state and federal permits have been obtained;

3. The site is reasonably safe from flooding; and

4. 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 chapter, "adversely affects" shall mean 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 foot at any point.

5. Where applicable, all letters of map revision (LOMR's) for flood control projects are approved prior to the issuance of building permits. Building permits may not be issued based on conditional letters of map revision (CLOMR's).

B. Review and Use of Any Other Base Flood Data. When base flood elevation data has not been provided in accordance with Section 15.52.230, 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 Article 4.

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 any of the 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.

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 within six months after the data becomes available; and

3. Assure that the flood carrying capacity within the altered or relocated portion of said watercourse is maintained.

D. Base Flood Elevation changes due to physical alterations:

1. Within six months of information becoming available or project completion, whichever comes first, the floodplain administrator shall submit or assure that the permit applicant submits technical or scientific data to FEMA for a letter of map revision (LOMR).

E. Changes in corporate boundaries: The floodplain administrator shall notify FEMA in writing whenever the boundaries of the area subject to the regulatory jurisdiction of the County of Tehama have been modified by annexation or other means and include a copy of a map of the community clearly delineating the new corporate limits.

F. Documentation of Floodplain Development. Obtain and maintain for public inspection and make available, as needed the following:

1. Certification required by Section 15.52.410(c)1. (lowest floor elevations);

2. Certification required by Section 15.52.410(c)2. (elevation or floodproofing of nonresidential structures);

3. Certification required by Sections 15.52.410(c)3. (wet floodproofing standard);

4. Certification of elevation required by Section 15.52.430(b) (subdivision standards);

5. Certification required by Section 15.52.460 (floodway encroachments).

G. Map Determinations. Make interpretations, where needed, as to the exact location of the boundaries of the areas of special flood hazard; for example, where there appears to be a conflict between a mapped boundary and actual field conditions. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in Article 5, Variance and Appeal Procedure.

H. Remedial Action. Take action to remedy violations of this chapter as specified in Section 15.52.240.

(Ord. 1792 § 4, 2003)

(Ord. No. 1917, §§ 10, 11, 4-28-2009)

ARTICLE IV. PROVISIONS FOR FLOOD HAZARD REDUCTION

15.52.410 Standards of construction.

In all areas of special flood hazards the following standards are required:

A. Anchoring.

1. 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.

2. All manufactured homes shall meet the anchoring standards of Section 15.52.440.

B. Construction Materials and Methods. All new construction and substantial improvement shall be constructed:

1. With materials and utility equipment resistant to flood damage;

2. Using methods and practices that minimize flood damage;

3. 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 if

4. Within zones AH or AO, so that there are adequate drainage paths around structures on slopes to guide floodwaters around and away from proposed structures.

C. Elevation and Floodproofing. (See Section 15.52.210, definitions for "basement," "lowest floor," "new construction," "substantial damage" and "substantial improvement.")

1. Residential construction, new or substantial improvement, shall have the lowest floor, including basement:

   a. In an A zone, elevated to or above the base flood elevation; said base flood elevation shall be determined by one of the methods in Section 15.52.330(B) of this chapter.

   b. In an AO zone, 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 feet above the highest adjacent grade if no depth number is specified.

   c. In all other zones, elevated to or 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.

2. Nonresidential construction, new or substantial improvement, shall either be elevated to conform with Section 15.52.410(C)(1) or together with attendant utility and sanitary facilities:

   a. Be floodproofed below the elevation recommended under Section 15.52.410(C)(1) so that the structure is watertight with walls substantially impermeable to the passage of water;

   b. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy; and

   c. 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.

3. 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 may follow the guidelines in FEMA Technical Bulletins 1-93 and 7-93, however in any event, must meet or exceed the following minimum criteria:

   a. Be certified by a registered professional engineer or architect; or

   b. Have a minimum of two openings on different sides of the structure 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 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.

4. Manufactured homes shall also meet the standards in Section 15.52.440.

(Ord. 1708 § 2(part), 1999)

(Ord. No. 1917, §§ 12, 13, 4-28-2009)

15.52.420 Standards for utilities.

A. Water Supply and Sanitary Sewage. All new and replacement water supply and sanitary sewage systems shall be designed to minimize or eliminate:

   1. Infiltration of floodwaters into the systems; and

   2. Discharge from the systems into floodwaters.

B. On-Site Waste Disposal Systems. On-site waste disposal systems shall be located to avoid impairment to them, or contamination from them during flooding.

(Ord. 1708 § 2(part), 1999)

15.52.430 Standards for subdivisions.

A. All preliminary subdivision proposals and other proposed developments (including proposals for manufactured home parks and subdivisions) greater than fifty lots or five acres, whichever is lesser, shall identify the flood hazard area and the elevation of the base flood.

B. All subdivision plans will provide the elevation of proposed structure(s) and pad(s). If the site is filled above the base flood elevation, the following as-built information for each structure shall be certified by a registered civil engineer or licensed land surveyor and provided to the floodplain administrator:

   1. Lowest floor elevation.

   2. Pad elevation.

   3. Lowest adjacent grade.

C. All subdivision proposals shall be consistent with the need to minimize flood damage.

D. All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage.

E. All subdivisions shall provide adequate drainage to reduce exposure to flood hazards.

(Ord. 1792 § 5, 2003)

(Ord. No. 1917, §§ 14, 15, 4-28-2009)

15.52.440 Standards for manufactured homes.

A. All manufactured homes that are placed or substantially improved, within Zones A, A1-30, AE, AO and AH 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

and be securely fastened to an adequately anchored foundation system to resist flotation collapse and lateral movement.

B. All manufactured homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision within Zones A, A1-30, AE, AO and AH on the community's Flood Insurance Rate Map that are not subject to the provisions of subsection A of this section will be securely fastened to an adequately anchored foundation system to resist flotation collapse and lateral movement, and elevated so that either the:

1. Lowest floor of the manufactured home is at or 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 inches in height above grade.

(Ord. 1708 § 2(part), 1999)

15.52.450 Standards for recreational vehicles.

All recreational vehicles placed on sites within Zones A, A1-30, AE, AO and AH on the community's Flood Insurance Rate Map will be on the site for fewer than one hundred eighty 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.

(Ord. 1708 § 2(part), 1999)

15.52.460 Floodways.

Located within areas of special flood hazard established in Section 15.52.230 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.

B. If subsection A of this section is satisfied, all new construction, substantial improvement, and other proposed new development shall comply with all other applicable flood hazard reduction provisions of Article IV.

(Ord. 1708 § 2(part), 1999)

ARTICLE V. VARIANCE AND APPEAL PROCEDURE

15.52.510 Nature of variances.

The variance criteria set forth in this section are based on the general principle of zoning law that variances pertain to a piece of property and are not personal in nature. A variance may be granted for a parcel of property with physical characteristics so unusual that complying with the requirements of this chapter would create an exceptional hardship to the applicant or the surrounding property owners. The characteristics must be unique to the property and not be shared by adjacent parcels. The unique characteristic must pertain to the land itself, not to the structure, its inhabitants, or the property owners.

The granting of a variance shall not cause fraud on or victimization of the public. In examining this requirement, the board of supervisors will consider the fact that every newly constructed building adds to government responsibilities and remains a part of the community for fifty to one hundred 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.

It is the duty of the board of supervisors to help protect its citizens from flooding. This need is so compelling and the implications of the cost of insuring a structure built below flood level are so serious that variances from the flood elevation or from other requirements in the flood ordinance are quite rare. The long-term goal of preventing and reducing flood loss and damage can only be met if variances are strictly limited. Therefore, the variance guidelines provided in this chapter are more detailed and contain multiple provisions that must be met before a variance can be properly granted. The criteria are designed to screen out those situations in which alternatives other than a variance are more appropriate.

(Ord. 1708 § 2(part), 1999)

15.52.520 Conditions for variances.

A. Variances may be issued for the repair, rehabilitation or restoration of "historic structures" (as defined in Section 15.52.210 of this chapter) upon a determination that the proposed repair, rehabilitation or restoration will not preclude the structure's continued designation as an historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

B. Variances shall not be issued within any mapped regulatory floodway if any increase in flood levels during the base flood discharge would result.

C. Variances shall only be issued upon a determination that the variance is the "minimum necessary" considering the flood hazard, to afford relief.

D. Variances shall only be issued upon:

    1. A showing of good and sufficient cause;

    2. A determination that failure to grant the variance would result in exceptional "hardship" (as defined in Section 15.52.210 of this chapter) to the applicant; and

    3. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, or extraordinary public expense, create a nuisance (as defined in Section 15.52.210, see "Public Safety and Nuisance"), cause fraud or victimization of the public, or conflict with the existing local laws or ordinances.

E. Variances may be issued for new construction, substantial improvement, and other proposed new development necessary for the conduct of a functionally dependent use provided that the provisions of subsections A through F of Section 15.52.530 are satisfied and that the structure or other development is protected by methods that minimize flood damages during the base flood and does not result in additional threats to public safety and does not create a public nuisance.

F. Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing items 1 through 11 of subsection C of Section 15.52.530 have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.

(Ord. 1708 § 2(part), 1999)

15.52.530 Appeal board.

A. The board of supervisors of the county shall hear and decide appeals and requests for variances from the requirements of this chapter.

B. The board of supervisors of the county 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 enforcement or administration of this chapter.

C. In passing upon such appeals and variances, the board of supervisors shall consider all technical evaluations, all relevant factors, standards specified in other sections of this chapter, and

1. The danger that materials may be swept onto other lands to the injury of others;
2. The danger of life and property due to flooding or erosion damage;
3. The 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. The importance of the services provided by the proposed facility to the community;
5. The necessity to the facility of a waterfront location, where applicable;
6. The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
7. The compatibility of the proposed use with existing and anticipated development;
8. The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
9. The safety of access to the property in time of flood for ordinary and emergency vehicles;
10. The expected heights, velocity, duration, rate of rise, and sediment transport of the flood waters, and allowance for debris, if applicable, expected at the site;
11. The 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.

D. Upon consideration of the factors of Section 15.52.530(c) and the purposes of this chapter, the board of supervisors may attach such conditions to the granting of variances as it deems necessary to further the purposes of this chapter.

E. The floodplain administrator shall maintain the records of all appeal actions and report any variance to the Federal Insurance Administration upon request.

F. 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 for one hundred dollars of insurance coverage; and
2. Such construction below the base flood level increases risks to life and property; and
3. Insurance premium rates are determined by statute according to actuarial risk and will not be modified by the granting of a variance.

A copy of the notice shall be recorded by the floodplain administrator in the office of the Tehama County recorder and shall be recorded in a manner so that is appears in the chain of title of the affected parcel of land.

(Ord. 1792 § 6, 2003)

15.52.540 Appeal procedure.

A. Those aggrieved by a decision of any county department pursuant to this chapter may appeal such decision upon payment of a fee of one hundred dollars to the board of supervisors of the county.

B. In passing upon such appeal, the board of supervisors shall consider all items delineated in Sections 15.52.520 and 15.52.530 of this chapter.

(Ord. 1708 § 2(part), 1999)

15.52.550 Nonconforming uses.

A structure or the use of a structure or premises which was lawful before the passage or amendment of Chapter 15.52 of the Tehama County code and/or these rules but which is not in conformity with their provisions, may be continued as a nonconforming use subject to the following conditions:

A. No such use shall be expanded, changed, enlarged or altered in any way.

B. Any substantial improvement of a nonconforming structure shall be made in compliance with the provisions of this chapter.

C. If any nonconforming use or structure is destroyed by any means, including flood, to the extent of fifty percent or more of its market value immediately prior to the destruction, it shall not be reconstructed except in conformity with the provisions of this chapter.

(Ord. 1708 § 2(part), 1999)

15.52.560 Property rights.

The board of supervisors finds and declares that this chapter is not intended, and shall not be construed, as authorizing the county to exercise its power to adopt, amend or repeal this chapter or implement administrative regulations in a manner which will take or damage private property for public use without the payment of just compensation therefor. This section is not intended to increase or decrease the rights of any owner of property under the Constitution of the state of California or of the United States.

(Ord. 1708 § 2(part), 1999)

Chapter 15.60 STREAMLINED PERMIT PROCESS FOR SMALL RESIDENTIAL ROOFTOP SOLAR ENERGY SYSTEMS

15.60.010 Title.

This chapter shall be known as the Tehama County "Streamlined Permit Process For Small Residential Rooftop Solar Energy Systems."

(Ord. No. 2010, § 1, 8-18-2015)

15.60.020 Purpose.

This [chapter] adopts a streamlined solar permitting process in compliance with California Government Code section 65850.5, to expedite cost-effective installations of small residential rooftop solar energy systems. Small residential rooftop solar energy systems permitted prior to the effective date of this [chapter] are not subject to the requirements herein unless physical modifications or alterations are undertaken that materially change the size, type, or components of a small rooftop energy system in such a way as to require new permitting. Routine operation and maintenance or like-kind replacements shall not require a permit.

(Ord. No. 2010, § 1, 8-18-2015)

15.60.030 Definitions.

All terms used in this chapter shall have the following definitions:

(a) "Electronic submittal" means submittal by any of the following means:

(1) Email.

(2) Facsimile.

(b) "A feasible method to satisfactorily mitigate or avoid the specific, adverse impact" includes but is not limited to, any cost-effective method, condition, or mitigation, imposed by the County on another similarly situated application in a prior successful application for a permit. The County shall use its best efforts to ensure that the selected method, condition, or mitigation meets the conditions of subparagraphs (A) and (B) of paragraph (1) of subdivision (d) of section 714 of the Civil Code, incorporated here by reference.

(c) "Small residential rooftop solar energy system" means all of the following:

(1) A solar energy system that is no larger than 10 kilowatts alternating current nameplate rating or thirty kilowatts thermal.

(2) A solar energy system that (1) conforms to all applicable state fire, structural, electrical, and other building codes as adopted by the state and/or amended by the County; (2) all state and county health and safety standards; and (3) all applicable safety and performance standards established by the California Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwrites Laboratories and, where applicable, rules of the public utilities commission regarding safety and reliability;

(3) A solar energy system that is installed on a single or duplex family dwelling; and

(4) A solar panel or module array that does not exceed the maximum legal building height as defined by the county.

(d) "Solar energy system" has the same meaning set forth in paragraphs (1) and (2) of subdivision (a) of Section 801.5 of the Civil Code, incorporated herein by reference.

(e) "Specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

(Ord. No. 2010, § 1, 8-18-2015)

15.60.040 Application process, review and inspection.

(a) On or before September 30, 2015, the director of the building department shall adopt an administrative, nondiscretionary expedited review process for small residential rooftop solar energy systems, including standard plan(s) and checklists which shall substantially conform to the recommendations for expedited permitting, including the checklists and standard plans contained in the most current version of the California Solar Permitting Guidebook adopted by the Governor's Office of Planning and Research. Said standard plan(s) and checklist shall set forth all requirements with which a small residential rooftop solar energy system must comply in order to be eligible for expedited review.

(b) The director of the building department shall make the checklist and all permitting documentation required for a small residential rooftop solar energy system available to the public on the county website. The building department shall accept applications for such energy systems through electronic submittal, as specified on the county website, and accept electronic signatures in lieu of a wet signature.

(c) An application shall be deemed complete when staff determines that it satisfies all the information requirements in the checklist.

(d) If an application is deemed incomplete a written correction notice detailing all deficiencies in the application and any additional information or documentation required to be eligible for expedited permits issuance shall be sent to the applicant for resubmission.

(e) Only one, timely, inspection shall be required and performed by staff for small residential rooftop solar energy systems eligible for expedited review, excepting a separate fire inspection if necessary. If the system fails inspection, a subsequent inspection is authorized but need not conform to the requirements of this article.

(f) Upon the building official or its designee's determination that the application is complete, correct, and that it meets the requirements of the checklist, staff shall administratively approve the application and issue all required permits or authorizations. Such approval does not authorize an applicant to connect the small residential rooftop energy system to the local utility provider's electricity grid. The applicant is responsible for obtaining such approval or permission from the local utility provider and in conformance with all other county regulations of such uses.

(g) If the director of the building department finds, based on substantial evidence, that the proposed energy system could have a specific adverse impact upon the public health and safety, he will refer the application to the Planning Department. If the planning director concurs with the finding, based on substantial evidence, that the proposed energy system could have a specific, adverse impact upon the public health and safety then the applicant must apply for a use permit. The applicant may appeal the planning director's determination that a use permit is required to the planning commission by submitting a written request for appeal within ten calendar days from the date of the planning director's decision. The applicant's failure to so appeal shall make the planning director's determination final and be constituted as a failure to exhaust administrative remedies. The planning commission shall not deny an application for such a use permit unless it makes written findings based on substantial evidence that the proposed installation would have a specific, adverse impact upon the public health or safety, and there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact. The findings shall include the basis for the rejection of potential feasible alternatives preventing the adverse impact.

(h) Any conditions imposed on an application to install a solar energy system shall be designed to mitigate the specific, adverse impact upon the public health and safety at the lowest possible cost.

(Ord. No. 2010, § 1, 8-18-2015)

15.60.050 Severability.

If any section, subsection, phrase, or clause of this ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this chapter.

(Ord. No. 2010, § 1, 8-18-2015)

If any section, subsection, sentence, clause, portion, or phrase of this chapter is for any reason held illegal, invalid, or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof. The board hereby declares that it would have passed this chapter and each section, subsection, sentence, clause, portion, or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared illegal, invalid or unconstitutional.

This ordinance shall take effect thirty (30) days from the date of its adoption, and prior to the expiration of fifteen (15) days from the adoption thereof shall be published at least one time in the Red Bluff Daily News, a newspaper of general circulation in Tehama County.

The foregoing ordinance was duly passed and adopted by the Board of Supervisors of the County of Tehama, State of California, at a regular meeting of the Board of Supervisors on the _____ day of _____, 2025 by the following vote:

AYES:

NOES:

ABSENT OR NOT VOTING:

_____
CHAIRMAN, Board of Supervisors

STATE OF CALIFORNIA)
) ss
COUNTY OF TEHAMA)

I, Sean Houghtby, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify that above and foregoing to be a full, true and correct copy of an ordinance adopted by the Board of Supervisors on the
_____ day of _____, 2025.

DATED: This _____ day of _____, 2025.

SEAN HOUGHTBY, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California.
By: _____

E-Contract Review
Approval as to Form

Department Name: Tehama County Building Department

Ordinance Description: Ordinance to Repeal Title 15 of the Tehama County Code and Adopt Proposed Version of Title 15

APPROVED AS TO FORM:

Office of the Tehama County Counsel
Brittany T. Ziegler, Deputy County Counsel

Date: 11/06/2025

Advertising Order Confirmation

Red Bluff Daily News
PO Box 885, Red Bluff, CA 96080 □ 530-737-5046 □ Adjudicated 1955 - No. 9670

Ad Number	Ad Size	Color	Production Color	Ad Attributes	Production Method	Production Notes
0006931654-01	2 X 76 Li				AdBooker	

External Ad Number	Pick Up	Ad Type	Released for Publication
		Legal Liner	

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Tehama County Board of Supervisors will hold a public hearing on **Tuesday, DECEMBER 9, 2025 at 10:00 a.m.**, or as soon thereafter as may be heard, in Board Chambers, 727 Oak Street, Red Bluff, California, on the following matters:

SUMMARY NOTICE OF PROPOSED ORDINANCE: The Tehama County Board of Supervisors will consider adoption of an ordinance repealing and re-adopting Title 15 – Building and Construction of the Tehama County Code to incorporate the most current California Building Standards Code and related updates.

A copy of the full text of the proposed ordinance will be available at the following locations: Tehama County Building Department, 444 Oak Street, Room H, Red Bluff, CA, 96080 and online at https://www.tehama.gov/government/departments/building-and-safety and the Tehama County Clerk of the Board of Supervisors Office 633 Washington Street, Room 12 County Courthouse, P.O. Box 250, Red Bluff CA 96080.

All interested persons are invited to attend and be heard. Please be advised that if you challenge above entitled matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered at or prior to the Public Hearing to the Tehama County Clerk of the Board Office, Room 12 County Courthouse, P.O. Box 250, Red Bluff CA 96080.
SEAN HOUGHTBY
Clerk of the Board
11-25 & 12-2/25

Product	Requested Placement	Requested Position	Run Dates	# Inserts
Red Bluff Daily News	Legals CLS NC	Notice of Hearing NC - 1076~	11/25/25, 12/02/25	2

Advertising Order Confirmation

Red Bluff Daily News
PO Box 885, Red Bluff, CA 96080 □ 530-737-5046 □ Adjudicated 1955 - No. 9670

Ad Order Number	Customer	Payor Customer	PO Number
0006931654	TEHAMA COUNTY BUILDING & SAFETY DEPT.	TEHAMA COUNTY BUILDING & SAFETY DEPT.	
Sales Representative	**Customer Account**	**Payor Account**	**Ordered By**
Suzy Noble	3525755	3525755	
Order Taker	**Customer Address**	**Payor Address**	**Customer Fax**
Susan Fullbright	ATTN: ACCOUNTS PAYABLE 444 OAK STREET ROOM H RED BLUFF, CA 96080	ATTN: ACCOUNTS PAYABLE 444 OAK STREET ROOM H RED BLUFF, CA 96080	
Order Source	**Customer Phone**	**Payor Phone**	**Customer EMail**
Select Source	530-527-7002	530-527-7002	

Current Queue
Ready

Invoice Text

Tear Sheets	Affidavits	Blind Box	Materials	Promo Type	Special Pricing
0	0				

Advertising Order Confirmation

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PO Box 885, Red Bluff, CA 96080 □ 530-737-5046 □ Adjudicated 1955 - No. 9670

Order Charges:

Net Amount	Tax Amount	Total Amount	Payment Amount	Amount Due
151.79	0.00	151.79	0.00	$151.79

Please note: If you pay by bank card, your card statement will show "CAL NEWSPAPER ADV" or "CALIFORNIA NEWSPAPER ADVERTISING SERVICES", depending on the type of card used.

Tehama County

Agenda Request Form

File #: 25-1998 **Agenda Date:** 12/9/2025 **Agenda #:** 25.

ADMINISTRATION - Fiscal Manager Orepa Mamea

Requested Action(s)
a) PUBLIC HEARING - Conduct a public hearing to consider written requests submitted for appropriations to Citizens Options for Public Safety (COPS) AB 1913 Supplemental Law Enforcement Services Account for FY 25/26

b) RESOLUTION - Request adoption of a resolution approving the FY 25/26 COPS expenditure plans and allocate the available funds as proposed

Financial Impact:
Fiscal Year 25/26 Citizen's Option for Public Safety Funding is available as follows: DA Criminal Prosecution, $18,091: Jail Operations, $18,091; Sheriff Front Line / City of Tehama, $100,000; City of Corning, $100,000; City of Red Bluff, $100,000. Prior-year balance and interest brought forward are not included in the forgoing sum.

Background Information:
The Department of Finance for FY 25/26 allocated $436,182 in Citizens Option for Public Safety (COPS) and Juvenile Justice Crime Prevention Act (JJCPA) funds. This allocation is based on a percentage outlined in Government Code section 30029.05 and 30061.

KRISTA PETERSON
Auditor-Controller

JULIEANNE MANNING
Assistant Auditor-Controller

TEHAMA COUNTY AUDITOR-CONTROLLER

October 15, 2025

TO: COPS Committee

FROM: Krista Peterson, Auditor-Controller
Tehama County

SUBJECT: SUPPLMENTAL LAW ENFORCEMENT ANNUAL REPORT

Background
The State of California allocates designated funds to counties and cities for the Citizens Option for Public Safety (COPS) program. This funding is intended to fill the need for additional resources at the local level to ensure public safety. The funds must supplement existing services, cannot be used to supplant any existing funds, and must be used to benefit front-line law enforcement efforts.

Tehama County deposits the allocations received from the State into the County Treasury. The funds accrue interest at the pooled rate that is posted on a quarterly basis. The interest is then allocated to each city and county department by calculating the average daily balance.

Cities are required to deposit any COPS funds received from the County into a separate Supplemental Law Enforcement Services Fund to ensure these funds are not intermingled with General Fund dollars.

At each fiscal year-end, the Tehama County Auditor-Controller charges an administrative fee of $215 to each agency.

Frontline Law Enforcement Allocations and Distributions
During Fiscal Year (FY) 2024-25, the frontline law enforcement agencies (which includes the three incorporated cities of Corning, Red Bluff, and Tehama, and the Tehama County Sheriff's Office) received their full allocations of $100,000.

During the FY, the City of Corning drew $142,612 for a dispatcher voice logger, patrol officer salary expenses, and K-9 program expenses; and the City of Red Bluff drew $146,276 for software, equipment, cameras, and community service officers salary expenses. A disbursement of $100,000, which represented their unclaimed 2023-24 allocation, was also provided to the City of Corning during the FY.

The City of Tehama drew funds totaling $204,451 for patrol vehicles, patrol deputy salary expenses, and one phone alert system, and the Sheriff's Office drew funds totaling $158,846 for evidence lockers and salary expenses.

County Department Allocations and Distributions
During FY 2024-25, the District Attorney (DA) and the Jail each received allocations totaling $39,406. At year end, the Jail used $104,572 to cover new flooring, furniture expenses, and a transit vehicle, and the DA used $4,782 to cover excess salaries expense.

KRISTA PETERSON
Auditor-Controller

JULIEANNE MANNING
Assistant Auditor-Controller

TEHAMA COUNTY AUDITOR-CONTROLLER

FY 2024-25 Ending Fund Balance

As of FY 2024-25 year-end, the Fund Balance held in the County Treasury for each agency is as follows:

City of Corning	$49,168
City of Red Bluff	48,586
City of Tehama	48,378
Sheriff's Office	50,670
District Attorney	173,570
Jail	22,672
Juvenile Justice	1,430,682

FY 2025-26 Allocations and Distributions

On September 9, 2025, the State Controller released their funding projections for FY 2025-26. We are happy to report that the frontline law enforcement agencies are fully funded at $100,000 each, and the District Attorney and Jail can anticipate receiving $18,091 each.

Each agency is asked to provide a spending plan for their allocation and any excess funds for FY 2025-26. Spending plans must be approved by the committee and the Board of Supervisors prior to expending funds. Agencies will also be required to provide supporting documentation of their expenditures to the Auditor-Controller before receiving reimbursement.

All agencies are reminded that these funds are intended to supplement your law enforcement budgets and not substitute for other available funding. For County agencies (Sheriff, Jail, and DA), this means that allocations are available for expenditures that have been and/or would be denied General Fund funding.

Any amendments or additions to a spending plan that may arise after the committee has met, should be submitted to the Committee Chair (i.e., Chief Administrator of Tehama County) in letter form for consideration and will be forwarded to the Auditor-Controller for distribution as appropriate.

The Auditor's office will charge a flat fee of $215 to each agency for FY 2025-26 accounting services and is also proposing to allocate any interest earned to each agency based upon the quarter-end balances instead of the average daily cash balances.

If you have any questions, please contact Julieanne Manning, Assistant Auditor-Controller, at (530) 527-3474 or jmanning@co.tehama.ca.us.

Sincerely,

Krista Peterson

Krista Peterson, Auditor-Controller

Attachment
KP:JM

TEHAMA COUNTY
FY 2024-25
COPS FUND 502

TRANSACTION DESCRIPTION	TRANSACTION DATE	ACTIVITY							TOTAL
		JUVENILE JUSTICE	COUNTY		FRONTLINE				
			DA	JAIL	CORNING	RED BLUFF	TEHAMA	SHERIFF	
		556250	556251	556252	55622	55623	55624	55625	
BEGINNING BALANCE	***7/1/2024***	***836,801.73***	***135,130.51***	***84,794.99***	***147,688.49***	***50,664.54***	***105,714.03***	***63,960.85***	***1,424,755.14***
REMITTANCE[1]	9/23/2024	13,324.16	1,372.39	1,372.39	7,569.64	7,569.64	7,569.64	7,569.64	**46,347.48**
DISBURSEMENTS	9/24/2024				(100,000.00)				**(100,000.00)**
GROWTH REMITTANCE[2]	9/25/2024	206,562.50	21,275.94	21,275.94	41,002.66	41,002.66	41,002.66	41,002.66	**413,124.99**
GROWTH REMITTANCE[4]	9/26/2024	167,335.62							**167,335.62**
Q1 INTEREST APPORTIONMENT	10/15/2024	8,855.52	1,406.11	888.12	1,475.83	555.67	1,122.18	692.50	**14,995.93**
REMITTANCE[1]	10/23/2024	28,340.01	2,919.02	2,919.02	16,100.34	16,100.34	16,100.34	16,100.34	**98,579.39**
REMITTANCE[1]	11/21/2024	27,726.85	2,855.87	2,855.87	15,751.99	15,751.99	15,751.99	15,751.99	**96,446.56**
REMITTANCE[1]	12/23/2024	22,787.83	2,347.15	2,347.15	12,946.07	12,946.07	12,946.07	12,946.07	**79,266.42**
Q2 INTEREST APPORTIONMENT	12/31/2024	10,936.50	1,403.95	965.69	1,019.28	1,037.00	1,516.30	1,152.76	**18,031.48**
DISBURSEMENTS	1/2/2025				(108,130.28)		(419.00)		**(108,549.28)**
REMITTANCE[1]	1/23/2025	29,371.21	3,025.23	3,025.23	16,686.18	16,686.18	16,686.18	16,686.18	**102,166.38**
DISBURSEMENTS	2/18/2025				(34,481.87)				**(34,481.87)**
REMITTANCE[1]	2/24/2025	31,436.81	3,237.99	3,237.99	17,859.67	17,859.67	17,859.67	17,859.67	**109,351.46**
REMITTANCE[1]	3/24/2025	23,034.35	2,372.54	2,372.54	13,086.12	13,086.12	13,086.12	13,086.12	**80,123.92**
DISBURSEMENTS	3/26/2025		(940.00)						**(940.00)**
DISBURSEMENTS	3/28/2025							(90,000.00)	**(90,000.00)**
Q3 INTEREST APPORTIONMENT	3/31/2025	8,116.75	1,029.55	723.69	247.47	994.33	1,326.78	1,051.35	**13,489.92**
DISBURSEMENTS	4/14/2025					(143,143.87)			**(143,143.87)**
DISBURSEMENTS/CORR	4/24/2025			(90,571.69)			(60,000.00)	60,000.00	**(90,571.69)**
Q4 INTEREST APPORTIONMENT	6/30/2025	16,267.16	2,040.38	679.59	561.41	822.88	2,362.26	1,870.87	**24,604.55**
P13 DISBURSEMENTS	> 6/30/2025		(5,691.46)	(14,000.00)		(3,132.56)	(144,032.34)	(128,846.26)	**(295,702.62)**
ADMIN FEES	9/6/2025	(215.00)	(215.00)	(215.00)	(215.00)	(215.00)	(215.00)	(215.00)	**(1,505.00)**
YEAR END BALANCE	***6/30/2025***	***1,430,681.99***	***173,570.17***	***22,671.51***	***49,167.99***	***48,585.65***	***48,377.87***	***50,669.73***	**1,823,724.91**

2025-2025 Citizens Option for Public Safety Expenditure Plans

SHERIFF

Jail Division		
FY 2024-25 Fund Balance	**$**	**22,671.51**
FY 2025-2026 Allocation	**$**	**18,091.00**
Request		
Encumbered Funds for FY 26/27		
Administrative Fee	**$**	**215.00**
Total Remainder	**$**	**40,547.51**

Sheriff		
FY 2024-25 Fund Balance	**$**	**50,669.73**
FY 2025-2026 Allocation	**$**	**100,000.00**
Request		
Encumbered Funds for FY 26/27		
Administrative Fee	**$**	**215.00**
Total Remainder	**$**	**150,454.73**

City of Tehama		
FY 2024-25 Fund Balance	**$**	**48,377.87**
FY 2025-2026 Allocation	**$**	**100,000.00**
Request		
Phone Alert System		$500.00
Request to encumber remaining funds for FY 26/27		
Adminsitrative Fee	**$**	**215.00**
Total Remainder	**$**	**147,662.87**

City of Corning		
FY 2024-25 Fund Balance	**$**	**49,167.99**
FY 2025-2026 Allocation	**$**	**100,000.00**
Request		
Funding for 1 police officer position excluding overtime	$	100,000.00
Encumbered funds for the following expense: Dispatch center upgrades, dispatch chairs, Permitium Software for CCW's, Popup Canopy, tabelcloth, and backdrop with current patch/emblem for Community Events	$	48,952.99
Administrative Fee	**$**	**215.00**
Total Remainder	**$**	**-**

City of Red Bluff		
FY 2024-25 Fund Balance	**$**	**48,585.65**
FY 2025-2026 Allocation	**$**	**100,000.00**
Request		
Partial Salary and Benefits - two commnity service officers	$	70,833.00
Radio Maintenance Agreement	$	8,010.00
Volunteer Programs	$	2,000.00
PowerDMS Scheduling Softward	$	2,822.25
Frontline Body Worn Camera Audit Software	$	2,187.91
Shield Training Center Agreement	$	1,537.31
Skyfire Consulting	$	2,500.00
DUI Trailer Decals	$	1,000.00
Law Enforcement Equipment	$	8,894.53
Peltor Communication Headset	$	4,000.00
Records Unit Desk-Three Person	$	10,000.00
Vehicle In-Car Radar Units	$	12,000.00
Special Event Traffic Signs	$	3,200.00
Rifle Sound Suppressors (6)	$	7,800.00
Dispatch Headsets	$	700.00
Handheld Radio Docking Stations	$	3,185.65
Property and Evidence Building Security Cameras, Bike Storage Racks, and Evidence Supplies	$	7,700.00
Administrative Fee	**$**	**215.00**
Total Remainder	**$**	**-**

District Attorney		
FY 2024-25 Fund Balance	**$**	**173,570.17**
FY 2025-2026 Allocation	**$**	**18,091.00**
Request		
Cover any shortfalls in the Salaries/Benefits, Services/Supplies and fixed asset account for various budget units for DA	$	35,000.00
Administrative Fee	**$**	**215.00**
Total Remainder	**$**	**156,446.17**

City of Corning
POLICE DEPARTMENT
774 Third Street
Corning, California 96021

R. Craig Bassett
Chief of Police

www.corningpd.org (530) 824-7000 Fax (530) 824-7010

November 13, 2025

Gabriel Hydrick
County of Tehama
727 Oak Street
Red Bluff, CA 96080

RE: Tehama County Supplemental Law Enforcement Oversight Committee 2025/26 Citizens' Option for Public Safety (COPS) Fund Proposed Expenditures

Dear Mr. Hydrick:

Corning Police Department proposes that the 2025/2026 COPS fund allocations be expended during the 2025/26 fiscal year to continue funding a police officer position. Excluding overtime, the current estimated salary and benefits for the police officer are expected to exceed $100,000.00. The balance of funds that are needed to fund the police officer position will come from the City of Corning General Fund.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

R. Craig Bassett
Chief of Police

RCB/jds

xc: City Manager
Finance

City of Corning
POLICE DEPARTMENT
774 Third Street
Corning, California 96021

R. Craig Bassett
Chief of Police

www.corningpd.org (530) 824-7000 Fax (530) 824-7010

November 13, 2025

Gabriel Hydrick
County of Tehama
727 Oak Street
Red Bluff, CA 96080

RE: Tehama County Supplemental Law Enforcement Oversight Committee 2024/25 Citizens' Option for Public Safety (COPS) Unencumbered Overage Fund Proposed Expenditures

Dear Mr. Hydrick:

In the email dated October 29, 2025, we were informed that there is an unencumbered overage in the COPS fund for the City of Corning in the amount of $49,167.99. We would like the Oversight Committee to consider that $49,167.99, minus the $215 administrative fee, of these monies be encumbered toward the purchase of the following:

(1) Dispatch center upgrades
(2) Dispatch chairs
(3) Permitium Software for CCW's
(4) Pop-Up canopy, tablecloth, and backdrop with current patch/emblem for Community Events.

If permitted, these funds will be expended during the 25/26 fiscal year, with any remainder to be held in the COPS fund in trust.

Thank you for your consideration of this request.

Respectfully,

R. Craig Bassett
Chief of Police

RCB/jds

xc: City Manager
Finance

City of Red Bluff

POLICE DEPARTMENT

Quintan Ortega
Chief of Police
555 Washington St., Red Bluff, CA 96080

Dispatch	(530) 527-3131
TDD	(530) 527-3131
Records	(530) 527-3134
Administration	(530) 527-8282
Investigations	(530) 527-8282
FAX	(530) 529-4768

November 1, 2025

County of Tehama
Attention: Gabriel Hydrick, Chief Administrative Officer
P.O. Box 250
Red Bluff, CA 96080

SUBJECT: 2025 /2026 SUPPLEMENTAL LAW ENFORCEMENT SERVICES GRANT FUNDS - $48,585.65

Mr. Hydrick,

The following is the proposed expenditure plan for the Supplemental Law Enforcement Services Excess or Carry-Over Funds:

1.	Peltor Communication Headset System (SWATx2):	$4,000.00
2.	Records Unit Desk: Three Person Desk System	$10,000.00
3.	Vehicle In-Car Radar ($2,000x6):	$12,000.00
4.	Special Event Traffic Signs ($400x8):	$3,200.00
5.	Rifle Sound Suppressor ($1300x6) :	$7,800.00
6.	Dispatch Headsets:	$700.00
7.	Handheld Radio Docking Station and Accessories (x4):	$3185.65
8.	Property and Evidence Building: Security Cameras, Bike Storage Rack, Evidence Supplies	$7,700.00
	Total:	**$48,585.65**

Sincerely,

Quintan Ortega,
Chief of Police

Tom Westbrook,
City Manager

The City of Red Bluff is an Equal Opportunity Provider

We are committed to providing safe, compassionate, and trustworthy law enforcement by supporting one another, upholding the law with fairness, and building meaningful connections with the community we serve.

City of Red Bluff

POLICE DEPARTMENT

Quintan Ortega
Chief of Police
555 Washington St., Red Bluff, CA 96080

Dispatch	(530) 527-3131
TDD	(530) 527-3131
Records	(530) 527-3134
Administration	(530) 527-8282
Investigations	(530) 527-8282
FAX	(530) 529-4768

November 1, 2025

County of Tehama
Attention: Gabriel Hydrick, Chief Administrative Officer
P.O. Box 250
Red Bluff, CA 96080

SUBJECT: 2025/2026 SUPPLEMENTAL LAW ENFORCEMENT SERVICES GRANT FUNDS - $100,000.00

Mr. Hydrick,

The following is the proposed expenditure plan for the Supplemental Law Enforcement Services Funds:

1.	**Partial Salary and Benefits**: Two (2) Community Service Officers	$70,833.00
2.	**Radio Maintenance Agreement**:	$8,010.00
3.	**Volunteer Programs:**	$2,000.00
4.	**PowerDMS Scheduling Software:**	$2,822.25
5.	**Frontline Body Worn Camera Audit Software:**	$2,187.91
6.	**SHIELD Training Center Agreement:**	$1,537.31
7.	**SkyFire Consulting:** Drone Certificate of Authorization (COA)	$2500.00
8.	**DUI Trailer Decals**	$1,000.00
9.	**Law Enforcement Equipment**: *Replacement gear and miscellaneous equipment/accessories, software programs, furniture, miscellaneous supplies, etc.:*	$8,894.53
10.	**Tehama County Administrative Fee**:	$215.00
	Total:	**$100,000.00**

Sincerely,

Quintan Ortega,
Chief of Police

Tom Westbrook,
City Manager

The City of Red Bluff is an Equal Opportunity Provider

We are committed to providing safe, compassionate, and trustworthy law enforcement by supporting one another, upholding the law with fairness, and building meaningful connections with the community we serve.

COURTHOUSE ANNEX
444 OAK ST., RM "L"
P.O. BOX 519
RED BLUFF, CA 96080

HOURS
8 A.M. - 5 P.M.

FAX
(530) 527-4735

District Attorney
County of Tehama

CRIMINAL DIVISION
(530) 527-3053

VICTIM/WITNESS DIVISION
(530) 527-4296

BUREAU OF INVESTIGATION
(530) 529-3590



MATTHEW D. ROGERS

November 12, 2025

Gabriel Hydrick
Chief Administrator
Tehama County Supplemental Law Enforcement Oversight Committee

Re: FY 2025-2026 Cal COPS AB 3229 Funds, Proposed Expenditures

Dear Gabriel:

As per your recent request, please find the following proposed expenditure for FY 2025-2026 for this office's share of allocated Cal COPS funds:

1. We anticipate using these funds (from COPS FY 2024-2025 Fund balance) to cover any shortfalls in the salaries/benefits, services/supplies and fixed asset accounts for various budget units under the control of the District Attorney's Office. The date for transfer of funds is to be determined at a later time.

Estimated Cost:	**$35,000**
TOTAL PROPOSED EXPENDITURES:	**$35,000**

Thank you for your consideration.

Best Regards,

MATTHEW D. ROGERS
District Attorney

TEHAMA COUNTY SHERIFF'S OFFICE

Dave Kain, Sheriff-Coroner

Mailing Address: P.O. Box 729, Red Bluff, CA 96080

Main Office:	22840 Antelope Blvd., Red Bluff, CA 96080	(530) 529-7940
Jail/Dispatch:	502 Oak St., Red Bluff, CA 96080	(530) 529-7900

November 12, 2025

Gabriel Hydrick
County of Tehama
727 Oak Street
Red Bluff, CA 96080

Supplemental Law Enforcement Oversight Committee Members

Ref: COPS Fiscal Year 2025/2026 Proposed Expenditures

Dear Honorable Board Members, Supplemental Law Enforcement Oversight Committee Members, and Mr. Hydrick,

Currently, we are requesting that any excess funds from prior years remain encumbered for future unspecified expenditures.

Thank you,

Dave Kain
Sheriff-Coroner

Advertising Order Confirmation

Red Bluff Daily News
PO Box 885, Red Bluff, CA 96080 □ 530-737-5046 □ Adjudicated 1955 - No. 9670

Ad Order Number	Customer	Payor Customer	PO Number
0006934354	TEHAMA COUNTY CLERK & RECORDER	TEHAMA COUNTY CLERK & RECORDER	
Sales Representative	**Customer Account**	**Payor Account**	**Ordered By**
House NVRB	2123821	2123821	
Order Taker	**Customer Address**	**Payor Address**	**Customer Fax**
Susan Fullbright	PO BOX 250 RED BLUFF, CA 96080	PO BOX 250 RED BLUFF, CA 96080	
Order Source	**Customer Phone**	**Payor Phone**	**Customer EMail**
Select Source	530-527-3350	530-527-3350	brilliantbeginningsmidwifery@gmail.com

Current Queue
Ready

Invoice Text
Ordered on 11/19/2025 by Sean Houghtby

Tear Sheets	Affidavits	Blind Box	Materials	Promo Type	Special Pricing
0	0				

Ad Number	Ad Size	Color	Production Color	Ad Attributes	Production Method	Production Notes
0006934354-01	2 X 45 Li				AdBooker	

External Ad Number	Pick Up	Ad Type	Released for Publication
		Legal Liner	

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Tehama County Board of Supervisors will conduct a public hearing pursuant to AB 1913, Chapter 353, Statutes of 2000, and as amended by Chapter 475, Statutes of 2001, on Tuesday, December 9, 2025 at 10:00 a.m., or soon thereafter as may be heard, to consider appropriation of 2024-2025 Citizens Option for Public Safety Supplemental Law Enforcement Service Funds (COPS / SLESF). The hearing will be held in the Board Chambers located at the 727 Oak Street, Red Bluff.

All interested parties are invited to attend and be heard. Written comments may be submitted at or prior to the hearing to the Clerk of the Board of Supervisors, County Courthouse, Room 12, 633 Washington Street, P. O. Box 250, Red Bluff, CA 96080.
Sean Houghtby, Clerk
of the Board of Supervisors
of the County of Tehama
RED BLUFF DAILY NEWS:
Publish: November 25, 2025

Product	Requested Placement	Requested Position	Run Dates	# Inserts
Red Bluff Daily News	Legals CLS NC	Notice of Hearing NC - 1076~	11/25/25	1

Advertising Order Confirmation

Red Bluff Daily News
PO Box 885, Red Bluff, CA 96080 □ 530-737-5046 □ Adjudicated 1955 - No. 9670

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Net Amount	Tax Amount	Total Amount	Payment Amount	Amount Due
47.63	0.00	47.63	0.00	**$47.63**

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RESOLUTION NO. 2025-

A RESOLUTION OF THE TEHAMA COUNTY BOARD OF SUPERVISORS APPROVING EXPENDITURE PLANS FOR FY 2025/26 BY CITIZENS' OPTIONS FOR PUBLIC SAFETY PROGRAM FUND.

WHEREAS, the Citizens Options for Public Safety (COPS) Program provides Supplemental Law Enforcement Services funds that shall be appropriated exclusively to provide front line law enforcement services, except as provided by statute for county jail construction and operation and for criminal prosecution;

WHEREAS, the Board of Supervisors shall consider the written expenditure requests submitted by the County Sheriff and the District Attorney for funding appropriation in accordance with Sections 30061 and 30063 of the Government Code; and

WHEREAS, the Board of Supervisors shall transmit approved expenditure plans to the County Supplemental Law Enforcement Oversight Committee for certification by the County Auditor.

NOW, THEREFORE, BE IT RESOLVED that the Tehama County Board of Supervisors, hereby approves the following expenditure plans and allocation of Supplemental Law Enforcement Services funds for 2025-26 Fiscal Year.

Tehama County Sheriff / Front Line Law Enforcement: Partially fund one Deputy Sheriff	$100,000
Tehama County Sheriff / Jail Operations: Partially fund one Correctional Officer	$ 18,091
Tehama County Sheriff / City of Tehama: Partially fund one Deputy Sheriff,	$100,000
Tehama County District Attorney / Criminal Prosecution Salaries and benefits using prior year funds.	$ 18,091

STATE OF CALIFORNIA)
)
County of Tehama)

I, Sean Houghtby, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said Board of Supervisors on the ___ day of December 2025

DATED: This ____ day of December 2025.

Sean Houghtby, County Clerk and Ex-Officio Clerk of the Board of Supervisors of the County of Tehama, State of California

By _____

Deputy

Tehama County

Agenda Request Form

File #: 25-1879 **Agenda Date:** 12/9/2025 **Agenda #:** 26.

BOARD OF SUPERVISORS

Requested Action(s)
a) DISCUSSION AND DIRECTION TO STAFF - On September 23, 2025, the Board provided direction to staff to present a proposal and recommendation regarding organizational restructuring for the department of Social Services and Public Guardian/Public Administrator office. Staff recommends restructuring all three services, Public Guardian/Public Administrator/Public Conservator, under the department of Social Services

Financial Impact:
It is recommended the Board restructure the Department of Social Services to incorporate the services of the Public Guardian, Public Conservator, and Public Administrator. A restructuring in this fashion will provide more efficiency, effectiveness, and realize cost savings and new revenues while ultimately saving taxpayer dollars.
An overall estimated budget savings of $304,591 is expected for the County's General Fund.

The proposed reorganization includes holding three previously budgeted full-time positions and replacing them with two more targeted, half-time roles. While reducing overall costs, small, necessary investments are also being made in budget line items, such as Training and Professional Services.

In addition to these savings, the projected new revenue estimate from the Public Administrator cases has a preliminary estimate of approximately $50,000. While this is a significant increase from the $15,000 historically budgeted, it is recognized that this projection is optimistic in its initial term; however, staff are still evaluating the status of the current caseload.

This revenue estimate will be closely monitored throughout the year. The strategy includes conducting a comprehensive review of the new workflow, with budget projections to be adjusted within the year based on actual staff workload and revenues collected.

The reorganization is a vital step towards the County’s fiscal health. Immediate results include a reduction in departmental spending, increases revenue, alleviates the strain on the General Fund while simultaneously focusing on the County’s residents who rely on these services.

Background Information:
At the September 23, 2025, Board of Supervisors meeting, the Board provided direction to staff to present a proposal and recommendation regarding organizational restructuring for the Department of Social Services and Public Guardian/Public Administrator office. Following extensive discussion and collaboration, the recommendation is to restructure all three services (Public Guardian, Public Conservator, Public Administration) under the Department of Social Services.

The restructuring aims to enhance the efficiency, financial sustainability, and effectiveness of the

Public Guardian, Public Conservator, and Public Administrator services for the residents they serve. A range of options have been carefully considered.

The proposed recommendation is projected to save the General Fund more than $304,000. The fiscal advantages expand into making county assets work smarter for the taxpayer:

1. Unlocking County Assets: As a result of this restructuring, an entire county building will be vacated, providing the Board with a valuable opportunity to either lease or surplus the property, thereby generating a new revenue stream.

2. Increasing Revenue: This newly focused team will be better positioned to manage Public Administrator cases. It is anticipated that this approach will allow for the capture of approximately $50,000 in additional revenue, representing a dramatic increase over the $15,000 historically re-budgeted annually.

3. Reducing Operating Costs: The department has historically maintained more vehicles than employees. Under the proposed recommended plan, the fleet will be aligned with the operational needs and staffing levels, directly reducing ongoing fuel costs, maintenance, and insurance.

The budget will reflect a more accurate and realistic projection. A modest allocation of $5,000 for overtime has been included to address emergencies, an essential consideration that was missing in previous budgets.

Finally, the recommended plan streamlines management by consolidating these services under the existing Department Head, establishing clear accountability while reducing administrative overhead.

The overall outcome is a more efficient department, a balanced workload for staff, and a stronger, more resilient budget. This plan reduces expenditures, increases revenue, and streamlines county operations, all while ensuring the continued and improved delivery of essential services to the community.

Overall, this reorganization represents a necessary measure to support the County’s long-term fiscal health, particularly the General Fund. In today's challenging financial climate, where stable funding from state and federal sources is not guaranteed, identifying local efficiencies is essential. This initiative directly aligns with the Board of Supervisors' strategic goal of safeguarding county resources and promoting more efficient operations.

	EXPENSES	Adopted Budget	Orig Proposal	Proposed	Adopted v. Proposed
	Budget Unit 2073	Current	10/16/2025	Revised 10/17/2025	
		6 staff	**3 staff**	**4 staff**	
51010	Salary & Wages	$ 475,041.10	$ 213,740.80	$ 252,992.80	$ (222,048.30)
5101014	Standby	$ 40,000.00	$ 40,000.00	$ 52,000.00	$ 12,000.00
51011	Extra Help	$ 43,173.00	$ 18,802.00	$ 18,802.00	$ (24,371.00)
51012	*Overtime Compensation*	$ -		$ 5,000.00	$ 5,000.00
51015	Pay in Lieu Payouts	$ 1,210.00	$ 1,210.00	$ 1,210.00	$ -
51020	PERS Retirement	$ 42,285.99	$ 20,530.66	$ 27,771.99	$ (14,514.00)
51021	OASDI	$ 40,305.10	$ 20,849.52	$ 25,262.96	$ (15,042.14)
51022	Unfunded PERs Liab Misc	$ 56,749.99	$ 56,749.99	$ 56,749.99	$ -
51024	ADP Misc PERS Unfunded	$ 16,678.81	$ 16,678.81	$ 16,678.81	$ -
51030	Group Insurance	$ 116,049.60	$ 77,853.72	$ 88,975.68	$ (27,073.92)
51031	Unemployment Insurance	$ 1,038.85	$ 545.09	$ 657.59	$ (381.26)
51040	Workers Compensation	$ 8,048.17	$ 8,048.17	$ 8,048.17	$ -
51050	Deferred Comp Match	$ 6,000.00	$ 2,520.00	$ 2,520.00	$ (3,480.00)
Total Salary & Benefits		**$846,580.61**	**$477,528.76**	**$ 556,669.99**	**$ (289,910.62)**
53120	Communications	$ 9,600.00	$ 1,440.00	$ 1,440.00	$ (8,160.00)
53140	Household Expense	$ 500.00	$ -	$ -	$ (500.00)
53150	Insurance	$ 9,791.00	$ 9,791.00	$ 9,791.00	$ -
53170	Maintenance of Equipment (Vehicle Repair)	$ 25,600.00	$ 20,000.00	$ 20,000.00	$ (5,600.00)
53180	Maintenance of Grounds	$ 1,440.00	$ -	$ -	$ (1,440.00)
53200	Memberships & Dues	$ 4,350.00	$ 4,350.00	$ 4,350.00	$ -
53210	Miscellaneous Expense	$ 2,400.00	$ -	$ -	$ (2,400.00)
53220	Office Expense	$ 8,230.00	$ 4,115.00	$ 4,115.00	$ (4,115.00)
53230	Professional/Spec Services	$ 40,500.00	$ 58,588.69	$ 58,588.69	$ 18,088.69
53260	Rent/Lease of Buildings	$ 6,120.00	$ 2,801.30	$ 2,801.30	$ (3,318.70)
53280	Special Department Expense	$ 1,166.00	$ 1,166.00	$ 1,166.00	$ -
53290	Employee Travel & Taining	$ 6,872.00	$ 3,436.00	$ 10,000.00	$ 3,128.00
53291	Transportaiion Expense (Fuel)	$ 8,000.00	$ 5,717.00	$ 5,717.00	$ (2,283.00)
53300	Utilities	$ 8,080.00	$ -	$ -	$ (8,080.00)
Total Services & Supplies		**$ 132,649.00**	**$ 111,404.99**	**$ 117,968.99**	**$ (14,680.01)**
55400	Support & Care of Persons	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ -
55418	Support & Care of Public Administration	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ -
Total Other Charges		**$ 18,000.00**	**$ 18,000.00**	**$ 18,000.00**	**$ -**
	Total Estimated Budget			**$ 692,638.98**	**$ (304,590.63)**

REVENUE
Budget Unit 2073

			Revised 10/17/2025
440300	Interest	$	100.00
Total Revenue From Money & Prop.		**$**	**100.00**
450500	State Mental Health	$	8,809.00
450502	Health & Welfare Realignment	$	-
Total AID From Other Gov Agency		**$**	**8,809.00**
460920	Pub Guardian Probate Fees	$	8,500.00
460921	Pub Guardian LPS Fees	$	20,000.00
460922	Representative Payee Fees	$	33,000.00
460924	Pub Admin Estate Fees	$	-
460925	Special Needs Trust Fees	$	-
461070	Interfund Revenue	$	-
Total Charge for Current Service		**$**	**61,500.00**
471101	Misc Repayments	$	-
471120	Misc Revenue	$	15,000.00
Other Revenue		**$**	**15,000.00**
Total Pub Guardian/Pub Admin		**$**	**85,409.00**

Tehama County

Agenda Request Form

File #: 25-2036 **Agenda Date:** 12/9/2025 **Agenda #:** 27.

ADMINISTRATION / PERSONNEL - Chief Administrator Gabriel Hydrick

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Chairman to sign an agreement increasing Rebecca Emery's annual salary by an additional fifteen percent (15%) for additional assigned duties, effective 9/15/25 and continuing until the need for an Interim Public Guardian / Public Administrator no longer exists, as determined by the Board of Supervisors

Financial Impact:
The financial impact will vary based on the duration of the appointment. The recommended fifteen percent (15%) salary increase results in an increased cost of approximately $865.57 per pay period. This expense will be paid out of the Public Guardian / Public Administrator Department budget, which will impact the General Fund.

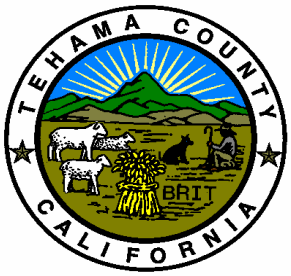
Background Information:
On November 18, 2025, the Board appointed Social Services Director Rebecca Emery as the Interim Public Guardian / Public Administrator, effective September 15, 2025.

Rebecca Emery has agreed to perform the additional duties of the Public Guardian / Public Administrator for the period beginning September 15, 2025, and continue to do so until the need for an Interim Public Guardian / Public Administrator no longer exists, as determined by the Board of Supervisors. The Interim Public Guardian / Public Administrator is a department head level position and serves as the appointing authority for all personnel of the Public Guardian / Public Administrator Department. Directs and administers program policies and operations to ensure the effective provision of conservatorship administration to County citizens. Performs related administrative and professional work as required.

In order to compensate Ms. Emery for performing these additional duties, her salary will be increased by an additional fifteen percent (15%) for the aforementioned period.

Gabriel Hydrick
Chief Administrator

Coral Ferrin
Personnel Director



Tehama County
Personnel & Risk Mgmt
727 Oak Street, Suite 105
Red Bluff, California 96080

Phone: (530) 527-4183
Fax: (530) 527-9562

TEHAMA COUNTY

On November 18, 2025, the Board of Supervisors approved the appointment of Social Services Director Rebecca Emery as the Interim Public Guardian / Public Administrator with a fifteen percent (15%) pay increase, effective September 15, 2025 and continuing until the need for an Interim Public Guardian / Public Administrator no longer exists, as determined by the Board of Supervisors.

Date: _____ _____
Chairman, Tehama County Board of Supervisors

Date: _____ _____
REBECCA EMERY

E-Contract Review
Approval as to Form

Department Name: Personnel

Vendor Name: Rebecca Emery

Contract Description: For the purpose of interim Public Guardian/Public Administrator duties

APPROVED AS TO FORM:



Date: 12/1/2025

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Agenda Request Form

File #: 25-1988 **Agenda Date:** 12/9/2025 **Agenda #:** 28.

PERSONNEL / HEALTH SERVICES - Executive Director Jayme Bottke

Requested Action(s)
a) Request approval of new classification specifications of Health Services Assistant I/II and Senior Health Services Assistant within the Joint Council bargaining unit, effective 1/1/25

b) RESOLUTION - Request adoption of a resolution amending the FY 25/26 Position Allocation List (PAL), (Reso #2025-074) by deleting nine (9.00 FTE) Office Assistant I/II allocations, deleting eleven (11.00 FTE) Office Assistant III allocations, and adding twenty (20.00 FTE) Health Services Assistant I/II allocations, effective 1/1/25

c) Request approval to reclassify four (4.00 FTE) Office Assistant II incumbents as a Health Services Assistant I and seven (7.00 FTE) Office Assistant III incumbents as a Health Services Assistant II, effective 1/1/25

Financial Impact:
The total approximate increase for reclassifying four (4.00 FTE) Office Assistant II incumbents to a Health Services Assistant I and seven (7.00 FTE) Office Assistant III incumbents to a Health Services Assistant II would be approximately $200,283. There is no impact to the General Fund.

Background Information:
The Tehama County Health Services Agency (TCHSA) is requesting approval for new classifications of Health Services Assistant I/II and Senior Health Services Assistant. The creation of the new classification series is predicated on the necessity to increase the minimum wages for staff in the healthcare industry as required by SB 525, which was effective for small counties on January 1, 2025.

The Legislation of SB 525 (Chapter 890, Statutes of 2023), SB 828 (Chapter 12, Statutes of 2024), and SB 159 (Chapter 40, Statutes of 2024, added sections 1182.14, 1182.15, and 1182.16 to the Labor Code, increasing the minimum wage for workers of certain health care employers. To receive the higher minimum wage, employees must, (1) work for certain “health care facilities” that are covered in the new law and (2) provide health care services or support the provision of health care.

The health care facilities that are covered include the following: A county mental health facility; clinics providing primary care; or a clinic operated by a city, county, other political subdivision of the State or the University of California. “Health care services” or “services supporting the provision of health care” mean patient care-related services including nursing; caregiving; services provided by medical residents, interns, or fellows; and services supporting patient care including technical and ancillary services; janitorial work, housekeeping; groundskeeping; guard duties; business office clerical work; food services; laundry; medical coding and billing; call center and warehouse work; scheduling; and gift shop work.

In accordance with SB 525, as of January 1, 2025, these classifications were required to be paid at a minimum of $18.00 per hour, and the amount increased to $18.63 per hour on July 1, 2025. The minimum wage for this classification series will continue to increase incrementally each July 1st until the minimum wage reaches $25.00 per hour on July 1, 2033. Thereafter, beginning January 1, 2035, the minimum wage will be adjusted annually for inflation.

While every Office Assistant assignment in TCHSA may not have this mandate (e.g. certain roles in Public Health and front desk at the administrative office), TCHSA positions provide coverage across the Agency and having a salary disparity would continue to cause recruitment and retention issues. As part of meeting the requirements of SB 525, the Agency feels this also provides an opportunity to expand the breadth of activities this classification can perform. In recent years, the Agency has seen increasing complexity with the work requirements in healthcare due to working in electronic health records and meeting increasing regulatory burdens. The goal with this new classification series is to provide increase job duties and a salary commensurate to those tasks.

TCHSA has had trouble recruiting and retaining Office Assistant positions and one of the reasons is because of the low pay they receive for the integral functions they fulfill. After reviewing comparable positions in surrounding counties and weighing the internal positioning of this series, the Agency has developed a recommended rate that meets criteria of SB 525.

The requested placement for Health Services Assistant I would be at Range 17 ($19.51 - $23.72), the Health Services Assistant II at Range 21 ($21.54 - $26.18), and the Senior Health Services Assistant at Range 25 ($23.77 - $28.90) as there are typically four ranges between serial job classifications.

The Agency is also requesting Board of Supervisor approval to reclassify four (4.00 FTE) Office Assistant II incumbents as a Health Services Assistant I and seven (7.00 FTE) Office Assistant III incumbents as a Health Services Assistant II.

The Joint Council bargaining unit has been notified of the requested changes, and an agreement has been reached.

TEHAMA COUNTY HEALTH SERVICES AGENCY

Interoffice Memo

Date: 7/21/25

To: Coral Ferrin
Personnel Director

From: Jayme Bottke
Executive Director

RE: Proposed New Health Services Assistant I/II and Senior Health Services Assistant

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The Tehama County Health Services Agency (TCHSA) is requesting approval for a new Health Services Assistant I/II and Senior Health Services Assistant series. The creation of this new class specification series is predicated on the necessity to increase the minimum wages for staff in the health care industry as required by SB 525 that became effective for small counties on January 1, 2025.

The Legislation of SB 525 (Chapter 890, Statutes of 2023), SB 828 (Chapter 12, Statutes of 2024), and SB 159 (Chapter 40, Statutes of 2024), added sections 1182.14, 1182.15, and 1182.16 to the Labor Code, increasing the minimum wage for workers of certain health care employers. To receive the higher minimum wage, workers must, (1) work for certain "health care facilities" that are covered in the new law and (2) provide health care services or support the provision of health care.

The health care facilities that are covered include the following:

- A county mental health facility
- Clinics providing Primary Care
- A clinic operated by a city, county, other political subdivision of the State or the University of California.

"Health care services" or "services supporting the provision of health care" mean patient care-related services including nursing; caregiving; services provided by medical residents, interns, or fellows; and services supporting patient care including technical and ancillary services; janitorial work, housekeeping; groundskeeping; guard duties; business office clerical work; food services; laundry; medical coding and billing; call center and warehouse work; scheduling; and gift shop work.

Health Care Worker Minimum Wage Increases by Type of Health Care Facility

Type of Health Care Facility	Full Minimum Wage Schedule
Covered Health Care Facilities run by Small Counties (less than 250,000 people as of 1/1/23)	1/1/25 to 6/30/25: $18 7/1/25 to 6/30/26: $18.63 7/1/26 to 6/30/27: $19.28 7/1/27 to 6/30/28: $19.95 7/1/28 to 6/30/29: $20.65 7/1/29 to 6/30/30: $21.37 7/1/30 to 6/30/31: $22.12 7/1/31 to 6/30/32: $22.89 7/1/32 to 6/30/33: $23.69 7/1/33 to 12/31/34: $25 1/1/35: adjusted for inflation each year

For more information: Health Care Worker Minimum Wage Frequently Asked Questions

While every Office Assistant assignment in TCHSA may not have this mandate (e.g. certain roles in public health and our front desk at the administrative office), our positions provide coverage across the Agency and having a salary disparity would continue to cause recruitment and retention issues. As part of meeting the requirements of SB 525, we feel this also provides an opportunity to expand the breadth of activities this classification can perform. In recent years, we have seen increasing complexity with the work requirements in healthcare due to working in electronic health records and meeting increasing regulatory burdens. Our goal with this new classification series is to provide increased job duties and a salary commensurate to those tasks.

TCHSA has had trouble recruiting and retaining Office Assistant positions and one of the reasons is because of the low pay they receive for the integral functions they fulfill. After reviewing comparable positions in surrounding counties and weighing the internal positioning of this series, we have developed a recommended rate that meets criteria for SB 525.Our recommendation after looking over the ranges is that the Health Services Assistant I would be at range 17, the Health Services Assistant II at range 21, and the Senior Health Services Assistant at range 25 as there are typically four ranges between serial job classifications. The financial impact to TCHSA in making these changes in job classifications are detailed in Attachment A. These changes have been included in the final budget for FY25/26.

Thank you for your consideration of this proposal.

ATTACHMENT A

				Budget Unit #40121		Budget Unit #40131		Budget Unit #40171		Budget Unit #40251	
Action	FTE	Class Specification	Total Cost	Public Health FTE	Public Health Cost	Mental Health FTE	Mental Health Cost	Drug / Alcohol FTE	Drug / Alcohol Cost	Clinic FTE	Clinic Cost
Delete	-4.00	Office Assistant II	-$329,451.00	0.00	$0.00	-2.00	-$164,725.50	0.00	$0.00	-2.00	-$164,725.50
Delete	-5.00	Office Assistant II - Bilingual	-$433,568.33	-2.00	-$173,427.33	-1.00	-$86,713.67	-1.00	-$86,713.67	-1.00	-$86,713.67
Delete	-7.00	Office Assistant III	-$682,392.00	-2.00	-$194,969.14	-3.00	-$292,453.71	-1.00	-$97,484.57	-1.00	-$97,484.57
Delete	-4.00	Office Assistant III - Bilingual	-$269,609.00	-2.00	-$134,804.50	-2.00	-$134,804.50	0.00	$0.00	0.00	$0.00
Add	5.00	Health Services Assistant I	$359,895.00	1.00	$71,979.00	2.00	$143,958.00	0.00	$0.00	2.00	$143,958.00
Add	6.00	Health Services Assistant I - Bilingual	$474,475.00	3.00	$237,237.50	1.00	$79,079.17	1.00	$79,079.17	1.00	$79,079.17
Add	6.00	Health Services Assistant II	$774,284.00	1.00	$129,047.33	3.00	$387,142.00	1.00	$129,047.33	1.00	$129,047.33
Add	3.00	Health Services Assistant II - Bilingual	$306,649.00	1.00	$102,216.33	2.00	$204,432.67	0.00	$0.00	0.00	$0.00
Totals	**0.00**		**$200,282.67**	**0.00**	**$37,279.19**	**0.00**	**$135,914.45**	**0.00**	**$23,928.26**	**0.00**	**$3,160.76**

NOTE: Although no FTE is added at this point for a Senior Health Services Assistant the on-going additional cost per FTE at Step E would be:

Senior Health Services Assistant	$110,700.47
Senior Health Services Assistant - Bilingual	$117,289.85

TITLE: HEALTH SERVICES ASSISTANT I/II **FLSA: Non-Exempt**

BOARD APPROVED: **BARGAINING UNIT: Misc.**

DEFINITION

Under director general supervision, performs a variety of support activities for County clinics and behavioral or public health programs. Activities may include medical office support, word processing, data entry and organization, receipt of payments, telephone and counter reception, patient scheduling and intake, and maintaining, processing, and filing applications and medical records; creates routine correspondence and/or reports; provides information and assistance to staff and the general public; and performs related duties as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives direct or general supervision from assigned supervisory or management personnel. May provide guidance and work direction to less experienced staff. Exercises no direct supervision over staff.

CLASS CHARACTERISTICS

Health Services Assistant I: This is the entry-level classification in the Health Services Assistant series. Initially under close supervision, incumbents learn and perform clerical duties in support of medical records, clinic, or program operations and performing special projects as assigned. As experience is gained, assignments become more varied and complex; close supervision and frequent review of work lessen as an incumbent demonstrates skill to perform the work independently. Exceptions or changes in procedures are explained in detail as they arise. It is distinguished from the Health Services Assistant II level in that the latter performs responsible and specialized support duties and may provide work direction to less experienced staff.

Health Services Assistant II: This is the journey-level classification in the Health Services Assistant series. Positions at this level are distinguished from the Health Services Assistant I by the performance of the full range of duties as assigned, working independently, and exercising judgment and initiative with general supervision. Positions at this level receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit. Incumbents perform a variety of specialized and more technical projects as well as provide guidance and work coordination for other staff.

This series is flexibly staffed, with assignment at and advancement to the appropriate level within the series based on departmental need and supervisory assessment of an incumbent's performance and experience.

EXAMPLES OF ESSENTIAL FUNCTIONS (Illustrative Only)

- Serves as a receptionist; receives and screens visitors and checks them in for appointments; receives and screens telephone calls, and takes messages; provides factual information regarding County, department, or center activities. Addresses issues and concerns from members of the public, vendors, and County staff; replies to voicemail and email messages; distributes literature pertaining to County services and events.
- Responds to inquiries and requests for information from clients/patients, families and staff in accordance with legal, regulatory and departmental policies and procedures; researches inaccuracies; adheres to privacy, security and consent mandates in the completion of requests. Enter reviews, processes and retrieves documents, including correspondence, memos, and statistical data, charts; processes records requests and other forms, ensuring accuracy and proper filing.
- Schedules patient appointments and prepares daily appointment schedule; schedules medical tests and procedures, as assigned; may gather and code diagnosis, procedures, and operations using health records for statistical indexing using ICD and CPT classification systems; prepares related statistical reports. Maintains records for program services, quality measures, uses electronic health records to collect and manage demographic, medical and billing information.
- Orders, receives, and organizes patient charts for daily appointment schedule preparation and varied record keeping activities; may pull and file charts located within assigned area; reviews charts for necessary documentation and authorizations from health care staff; processes and closes patient charts as authorized. Archives, maintains, verifies accuracy, researches discrepancies and audits files for compliance with federal, state and local laws and records retention schedules.
- Provides for intake and registration of patients; interviews patients to obtain medical information and appropriate documentation required to open patient charts; may assist clients with applications for various programs; explains program eligibility; and processes enrollment forms. Assists, receives, processes, and verifies various applications, permits, forms and other documents or completeness and conformance with established regulations and procedures.
- Performs a wide variety of routine and/or repetitive tasks such as preparing, copying, filing, billing and collecting, receipting, reconciling fees or other payments; enters, edits, and retrieves data and prepares agendas, bid packages, contracts, vouchers, educational materials regular or special reports; may perform high volume production typing/keyboarding/data entry.
- Reviews financial and insurance status of patients; provides and explains treatment costs and methods of payment; performs periodic re-evaluations, re-determinations and adjustments as necessary; collects fees, issues receipts and balances daily monies received. Prepares, maintains, verifies, and processes a wide variety of accounts payable and/or accounts receivable documents; maintains and updates related spreadsheets and records. May perform cashiering duties; balances cash register/drawer with checks, cash, and receipts, and prepares bags for courier to pick up; receives money and issues receipts; collects service fees.

- Provides information to patients or program participants related to program activities, educational material, and community resources; accompanies patients to meetings and appointments to provide support and facilitate better communication with service providers.
- Gathers information from a variety of sources for the completion and processing of forms, records, applications, and other documents; reviews forms and records for content, accuracy, completeness and compliance with regulatory, legal and organizational requirements; resolves routine errors, contacts individuals to obtain additional information, and completes records processing in accordance with policies and procedures.
- Enters, edits, and retrieves data; prepares periodic or special reports from a computer system following established formats and menus; may create report formats using programmed software to meet individual needs.
- Prepares information timely in accordance with agency statutory requirements; prepares records for court proceedings.
- Maintains records and processes various forms, applications, charts, or other documents specific to the center or program.
- Composes, types, formats, and proofreads a wide variety of reports, meeting minutes, letters, and memoranda with automated word processing and spreadsheet software; types from rough drafts, verbal instructions, or transcribing machine recordings. May assist in the contract development process. Proofreads and checks written materials for accuracy, completeness, compliance with departmental policies, and correct English usage, including grammar, punctuation, and spelling.
- Establishes and maintains office files; prepares, scans and indexes documents in online archive systems; verifies the accuracy of scanned documents and source documents and ensures documents are legible and properly indexed for accurate retrieval; purges files as required according to policies and procedures.
- May assist in ordering supplies and maintaining inventory for assigned programs; ensures immunization refrigerators and freezers are within required temperature range.
- Receives, opens, time stamps, sorts, and distributes incoming and interdepartmental mail; prepares, meters, and distributes outgoing mail. Retrieves, transfers, and delivers mail utilizing a County vehicle, files, records, and funds/deposits to and from County locations as requested by department.
- Opens, closes, and secures facilities pursuant to department policy.
- Reviews, verifies and processes documentation and eligibility for medical insurance during patient interactions and office operations.
- Serves as liaison between client's medical providers, vendors and other community agencies.
- Responsible for assigned County vehicle including delivery and pick up from approved vendors and reporting maintenance issues to appropriate staff.
- Compliance with all provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) if assigned to the Health Services Agency.
- Observes and complies with County and mandated safety rules, confidentiality, regulations, policies, and all relevant laws.
- Participates in special projects; attends training courses, meetings and conferences as assigned.
- Provides instruction and training to new staff as assigned.
- Performs related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Clerical practices and procedures
- County and assigned center programs, goals, and policies and procedures.
- Applicable federal, state, and local laws, regulatory codes, ordinances, and procedures relevant to assigned area of responsibility
- Basic recordkeeping principles and practices
- Medical terminology related to health records and medical office support work
- Methods of preparing and processing various records, reports, forms, and other documents particular to assigned center or program
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and County staff
- Techniques of effective oral and written communication in English; proper spelling, rules of composition and grammar, and punctuation
- Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed
- Basic principles of scanning, filing, maintaining, archiving and retrieving records including Word processing methods, techniques, and programs; database and spreadsheet applications and programs
- Safe driving techniques
- Techniques for dealing effectively with and providing a high level of customer service to all individuals contacted in the course of work
- Techniques for dealing with people of all socio-economic levels under hostile and emergency situations
- General office business and administrative practices including basic business arithmetic
- Basic medical insurance principles, including insurance plans and forms
- Procedures for preparing, tracking and processing invoices, purchases orders, purchase requisitions and billings

Ability to:

- Perform specialized processes, procedures, and office support tasks related to the center or program to which assigned
- Perform detailed office support work accurately
- Extract medical information from patient charts
- Understand, interpret and apply applicable departmental or program policies and procedures
- Organize and maintain accurate files and records
- Type accurately at speeds necessary for successful job performance
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments
- Deal tactfully and effectively with persons contacted in the course of work, including those of diverse socioeconomic and cultural backgrounds
- Maintain client/patient confidentiality
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed

- Effectively use computer systems, software applications relevant to work performed and modern business equipment to perform a variety of work tasks
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work
- Understand, respond to and effectively prioritize multiple phone calls and other requests for assistance from the public and County staff, both on the telephone and in person; take detailed messages, resolve requests or complaints in a professional and timely manner
- Compose correspondence and reports independently or from brief instructions; maintain records and databases
- Perform a wide range of specialized administrative tasks in support of assigned center; prepare and type a variety of documents and forms such as correspondence, agendas and reporting using correct punctuation and grammar with accuracy, speed, and minimal supervision
- Learn and understand the organization, services and operation of the County and of outside agencies as necessary to assume assigned responsibilities
- Organize, maintain, and update office database and records systems; with sufficient speed and accuracy to perform the assigned work
- File materials alphabetically, chronologically, and numerically
- Schedule and coordinate projects; set priorities; adapt to changing priorities; meet critical time deadlines
- Use word-processing, databases, spreadsheet, and graphics software applications programs; to maintain accurate records and files and prepare statistical reports
- Follow a planned courier route while adhering to a routine schedule
- Demonstrate responsibility when handling sensitive and confidential documents
- Review and process invoices from vendors for payment; monitor expenditures and accurately process cash transactions; including accurate arithmetic computations
- React calmly and professionally in emergencies, emotional and/or stressful situations
- Maintain significant flexibility in daily operations and decision making, including organizing own work, setting priorities and meeting critical time deadlines
- Work independently and as a team member

Education and Experience:
Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Health Services Assistant I/II: Equivalent to the completion of the twelfth (12^{th}) grade.

Health Services Assistant I: One (1) year of general office experience is preferred. Other combinations of education and experience may be considered.

Health Services Assistant II: Two (2) years of clerical experience in records management, or in a medical office, behavioral or public health program, or community-based organization or higher-level coursework in office or business practices.

License and Special Requirements:

- A valid Class C California driver's license or alternative form of transportation may be required for some positions at the time of appointment. Individuals who do not meet this requirement due to a disability will be reviewed on a case-by-case basis.
- Current, less than 1 year old, typing certificate.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer and copier; strength stamina, and mobility to perform light to medium physical work including transporting mail, supplies, filing, operating a motor vehicle and visiting various County and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups and over the telephone. Finger dexterity is needed to access, enter, and retrieve data manually as well as using a computer keyboard, typewriter keyboard, or calculator, to set up and file various data and records, and to operate standard office equipment. Positions in this classification occasionally bend, carry, stoop, squat, twist, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to constantly move about on foot and to lift, carry, reach, push, and pull materials and objects, up to 30 pounds, as necessary to perform job functions. On occasion, when performing courier duties, exposure to inclement weather may occur.

WORKING CONDITIONS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and potential exposure to hazardous physical substances. Tasks may require exposure to illness/disease, work related stress and hostile clients. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

EQUAL OPPORTUNITY EMPLOYER / AMERICANS WITH DISABILITIES ACT COMPLIANT / VETERANS' PREFERENCE POLICY / DRUG-FREE WORKPLACE

TITLE: SENIOR HEALTH SERVICES ASSISTANT **FLSA: Non-Exempt**

BOARD APPROVED: **BARGAINING UNIT: Misc.**

DEFINITION

Under supervision, performs lead direction and training to Health Services Assistants; performs a variety of medical office, medical records and/or program support activities for County clinics and behavioral or public health programs, which includes assisting staff and providing guidance related to word processing, data entry and organization, telephone and counter reception, patient scheduling and intake, and maintaining, processing, and filing applications and medical records; may provide guidance related to preparing correspondence and/or reports; provides information and assistance to subordinate staff and the general public; and performs related duties as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from assigned supervisory or management staff. Exercises technical and functional direction over and provides training to lower-level staff. Exercises no direct supervision of staff.

CLASS CHARACTERISTICS

This is the advanced journey-level classification in the Health Services Assistant series responsible for performing the most complex work assigned to the series. Incumbents regularly work on tasks which are varied and complex, requiring considerable discretion and independent judgment. Positions in the classification rely on experience and judgement to perform assigned duties. Assignments are given with general guidelines and incumbents are responsible for establishing objectives, timelines, and methods to deliver services. Work is typically reviewed upon completion for soundness, appropriateness and conformity to policy and requirements.

EXAMPLES OF ESSENTIAL FUNCTIONS (Illustrative Only)

- Provides lead direction to and reviews work of assigned staff; organizes and assigns work, sets priorities, and follows up to ensure completion of assigned work.
- May assist supervisory staff by providing input into selection decisions, performance evaluations, disciplinary matters, and other personnel decisions.
- Trains and monitors staff in appropriate methods and techniques used for health services and program related activities, including performing complex clerical assignments, coordinating schedules and monitoring workflow; overseeing and

assisting with managing patient scheduling, records management and initiation of process improvement techniques.

- Responds to and provides direction to staff regarding inquiries and requests for information from patients, families and staff in accordance with legal, regulatory and departmental policies and procedures; researches inaccuracies; adheres to privacy, security and consent mandates in the completion requests.
- Retrieves and researches medical or mental health charts; runs reports to assist with eligibility determination; completes a variety of forms and documents relating to entries in the medical record; generates and processes legal documents such as birth and death certificates; maintains logs and records.
- Responds to inquiries and requests for information from clients/patients, families and staff in accordance with legal, regulatory and departmental policies and procedures; researches inaccuracies; adheres to privacy, security and consent mandates in the completion of requests. Enter reviews, processes and retrieves documents, including correspondence, memos, and statistical data, charts; processes records requests and other forms, ensuring accuracy and proper filing.
- Provides guidance related to gathering and coding diagnoses, procedures, and operations using health records for statistical indexing using ICD-10 and CPT classification systems; may oversee preparation of statistical reports.
- Ensures patient information is verified; assists staff and collects and assembles patient medical records; obtains discharge records; performs records processing and enters information into proper patient record and information system.
- Provides for intake and registration of patients; interviews patients to obtain medical information and appropriate documentation required to open patient charts; may assist clients with applications for various programs; explains program eligibility; and processes enrollment forms. Assists, receives, processes, and verifies various applications, permits, forms and other documents or completeness and conformance with established regulations and procedures.
- Provides direction regarding review of records and content, accuracy, completeness and compliance with regulatory, legal and organizational requirements; resolves routine errors and completes records processing in accordance with policies and procedures.
- Accepts subpoenas and requests for information from various entities; prepares information timely in accordance with agency statutory requirements; prepares records for court proceedings and provides testimony as to the authenticity of records; attends court proceedings.
- May oversee audits of lower-level staff and ensure quality control of documents; verifies forms and records; identifies and documents inaccuracies in accordance with established criteria; prepares and provides reproductions of records as appropriate; advises healthcare staff and supervisors as needed.
- Performs a wide variety of routine and/or repetitive tasks such as preparing, copying, filing, billing and collecting, receipting, reconciling fees or other payments; enters, edits, and retrieves data and prepares agendas, bid packages, contracts, vouchers, educational materials regular or special reports; may perform high volume production typing/keyboarding/data entry.
- Prepares, scans and indexes documents in online archive system; verifies the accuracy of scanned documents and source documents and ensures documents are legible and properly indexed for accurate retrieval.
- Operates a variety of office equipment such as computer terminals, scanners, copiers, and information and image management systems.

- Provides general information, instruction and assistance to employees and the public; answers questions regarding laws, regulatory requirements, and departmental policies and procedures.
- Provides clerical support oversight including scheduling appointments for medical staff and clients; providing phone support, file management, correspondence and assistance with coordinating routine maintenance of fleet vehicles.
- Composes, types, formats, and proofreads a wide variety of reports, meeting minutes, letters, and memoranda with automated word processing and spreadsheet software; types from rough drafts, verbal instructions, or transcribing machine recordings. May assist in the contract development process. Proofreads and checks written materials for accuracy, completeness, compliance with departmental policies, and correct English usage, including grammar, punctuation, and spelling.
- Receives, opens, time stamps, sorts, and distributes incoming and interdepartmental mail; prepares, meters, and distributes outgoing mail. Retrieves, transfers, and delivers mail utilizing a County vehicle, files, records, and funds/deposits to and from County locations as requested by department.
- Opens, closes, and secures facilities pursuant to department policy.
- Reviews, verifies and processes documentation and eligibility for medical insurance during patient interactions and office operations.
- Serves as liaison between client's medical providers, vendors and other community agencies.
- Responsible for assigned County vehicle including delivery and pick up from approved vendors and reporting maintenance issues to appropriate staff.
- Compliance with all provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) if assigned to the Health Services Agency.
- Observes and complies with County and mandated safety rules, confidentiality, regulations, policies, and all relevant laws.
- Participates in special projects; attends training courses, meetings and conferences as assigned.
- Provides instruction and training to new staff as assigned.
- Performs related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Principles of providing functional direction and training
- Clerical practices and procedures
- County and assigned department programs, goals, and policies and procedures
- Applicable federal, state, and local laws, regulatory codes, ordinances, and procedures relevant to assigned area of responsibility
- Basic record keeping principles and practices
- Medical terminology related to health records, release of medical records and information, and medical office support work
- Methods of preparing and processing various records, reports, forms, and other documents particular to assigned department of program
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and County staff
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar

- Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed
- Basic principles of scanning, filing, maintaining, archiving and retrieving records including Word processing methods, techniques, and programs; database and spreadsheet applications and programs
- Safe driving techniques
- Techniques for dealing effectively with and providing a high level of customer service to all individuals contacted in the course of work
- Techniques for dealing with people of all socio-economic levels under hostile and emergency situations
- General office business and administrative practices including basic business arithmetic
- Basic medical insurance principles, including insurance plans and forms
  Procedures for preparing, tracking and processing invoices, purchases orders, purchase requisitions and billings

Ability to:

- Plan, organize, coordinate the work of assigned staff
- Effectively provide staff leadership and work direction
- Perform specialized processes, procedures, and office support tasks related to the center or program to which assigned
- Perform detailed office support work accurately
- Extract medical information from patients' charts
- Understand, interpret and apply applicable departmental or program policies and procedures
- Organize and maintain accurate files and records
- Type accurately at speeds necessary for successful job performance
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments
- Deal tactfully and effectively with persons contacted in the course of work, including those of diverse socioeconomic and cultural backgrounds
- Maintain client/patient confidentiality
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed
- Effectively use computer systems, software applications relevant to work performed and modern business equipment to perform a variety of work tasks
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work
- Compose correspondence and reports independently or from brief instructions; maintain records and databases
- Perform a wide range of specialized administrative tasks in support of assigned center; prepare and type a variety of documents and forms such as correspondence, agendas and reporting using correct punctuation and grammar with accuracy, speed, and minimal supervision
- Learn and understand the organization, services and operation of the County and of outside agencies as necessary to assume assigned responsibilities

- Organize, maintain, and update office database and records systems; with sufficient speed and accuracy to perform the assigned work
- File materials alphabetically, chronologically, and numerically
- Schedule and coordinate projects; set priorities; adapt to changing priorities; meet critical time deadlines
- Use word-processing, databases, spreadsheet, and graphics software applications programs; to maintain accurate records and files and prepare statistical reports
- Follow a planned courier route while adhering to a routine schedule
- Demonstrate responsibility when handling sensitive and confidential documents
- Review and process invoices from vendors for payment; monitor expenditures and accurately process cash transactions; including accurate arithmetic computations
- React calmly and professionally in emergencies, emotional and/or stressful situations
- Maintain significant flexibility in daily operations and decision making, including organizing own work, setting priorities and meeting critical time deadlines
- Work independently and as a team member

Education and Experience:
Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

- Equivalent to completion of the twelfth (12th); and
- Four (4) years of clerical experience in records management, or in a medical office, behavioral or public health program, or community-based organization.

License and Special Requirements:

- A valid Class C California driver's license or alternative form of transportation may be required for some positions at the time of appointment. Individuals who do not meet this requirement due to a disability will be reviewed on a case-by-case basis.
- Current, less than 1 year old, typing certificate.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer and copier; strength stamina, and mobility to perform light to medium physical work including transporting mail, supplies, filing, operating a motor vehicle and visiting various County and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups and over the telephone. Finger dexterity is needed to access, enter, and retrieve data manually as well as using a computer keyboard, typewriter keyboard, or calculator, to set up and file various data and records, and to operate standard office equipment. Positions in this classification occasionally bend, carry, stoop, squat, twist, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to constantly move about on foot and to lift, carry, reach, push, and pull materials and objects, up to 30 pounds, as necessary to perform job functions. On occasion, when performing courier duties, exposure to inclement weather may occur.

WORKING CONDITIONS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and potential exposure to hazardous physical substances. Tasks may require exposure to illness/disease, work related stress and hostile clients. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

EQUAL OPPORTUNITY EMPLOYER / AMERICANS WITH DISABILITIES ACT COMPLIANT / VETERANS' PREFERENCE POLICY / DRUG-FREE WORKPLACE

RESOLUTION NO. _____

PAL CHANGE

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Tehama, State of California, does hereby amend **Resolution 2025-074, the 2025-26** Position Allocation List, as follows:

DEPARTMENT (BUDGET)/POSITION		**ALLOCATION** From	To	**RANGE** From	To	**EFFECTIVE DATE**
HEALTH SERVICES AGENCY (40121/40131/40171/40251)						
Office Assistant I/II	Decrease	9.00	0.00	8/12	-	1/1/25
Office Assistant III	Decrease	11.00	0.00	14	-	1/1/25
Health Services Assistant I/II	Increase	0.00	20.00	-	17/21	1/1/25

The Master Salary Schedule and any affected Exhibits will be updated to reflect the above changes, if applicable.

The foregoing resolution was offered on a motion by Supervisor _____, seconded by Supervisor _____ and adopted by the following vote of the Board:

AYES:

NOES:

ABSENT OR NOT VOTING:

STATE OF CALIFORNIA)
) SS
COUNTY OF TEHAMA)

I, Sean Houghtby, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full true and correct copy of a Resolution and Order adopted by the Board of Supervisors on the _____ day of _____, 2025.

Dated this _____ day of _____, 2025.

Sean Houghtby, County Clerk and ex-officio Clerk of the Board of Supervisors, County of Tehama, State of California

By _____
Deputy

RESOLUTION NO. _____

Tehama County

Agenda Request Form

File #: 25-2033 **Agenda Date:** 12/9/2025 **Agenda #:** 29.

SHERIFF / PERSONNEL - Sheriff Dave Kain

Requested Action(s)
a) OTHER THAN “A” STEP - Request approval to appoint applicant as Deputy Sheriff, Range 40, Step D, upon successful completion of all pre-employment requirements.

Financial Impact:
The funds for this position are currently budgeted in the FY 25/26, Budget Unit 2027.

Background Information:
The selected candidate is a POST-certified Peace Officer with five years of law enforcement experience with allied agencies. The applicant holds specialized training in POST Firearms/Tactical Rifle operations, CHP Radar, Desert Storm Criminal/Narcotics/Terrorist Interdiction, and Police K-9 handling. The applicant’s experience includes patrol, interdiction team assignments, watch commander duties, court appearances, and criminal investigations

The combination of his training and experience justifies the increase to Step D. The hiring of this employee is a benefit to the Tehama County Sheriff’s Office and the community we serve.

The Personnel Office has reviewed the candidate's qualifications and agrees with placement at Salary Range 40, Step D, upon successful completion all pre-employment requirements.

OTHER THAN "A" STEP REQUEST

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

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

FROM: Jennifer Crane, Accountant I
TO: Board of Supervisors/Personnel Office

RE: Request to hire an applicant in the following classification:
Deputy Sheriff at other than "A" step.

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

1. $ 34.43 Step 1 Range 40 Request: $ 39.86 Step 4 Range 40

2. Total applications received during recruitment for this position: 4
Total number of "qualified" applicants: 2

3. Justification for requesting higher step than A:
The selected candidate is a POST-certified Peace Officer with five years of law enforcement experience with allied agencies. They hold specialized training in POST Firearms/Tactical Rifle operations, CHP Radar, Desert Storm Criminal/Narcotics/Terrorist Interdiction, and Police K-9 handling. Their experience includes patrol, interdiction team assignments, watch commander duties, court appearances, and criminal investigations The combination of his training and experience justifies the increase to Step 4. The hiring of this employee is a benefit to the Tehama County Sheriff's Office and the community we serve.

4. How has the Department budgeted for this additional cost?
The department has budgeted for this position as part of the position allocation list and will not place the department over approved budget.

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

Department Head Signature

Tehama County

Agenda Request Form

File #: 25-2034 **Agenda Date:** 12/9/2025 **Agenda #:** 30.

SHERIFF / PERSONNEL - Sheriff Dave Kain

Requested Action(s)
a) OTHER THAN “A” STEP - Request approval to appoint applicant as Deputy Sheriff, Range 40, Step D, upon successful completion of all pre-employment requirements

Financial Impact:
The funds for this position are currently budgeted in the FY 25/26, Budget Unit 2027.

Background Information:
The selected candidate is a POST Academy graduate and POST Certified Peace Officer with 10 years of combined law enforcement experience through allied agencies and the U.S. Air Force. The applicant offers specialized K-9 handling and training expertise, supported by certifications in K-9 interdiction, handling, training, and narcotics apprehension. The applicant’s experience includes extensive patrol work, military duties, and collaboration with local, state, and federal law enforcement partners.

The combination of his training and experience justifies the increase to Step D. The hiring of this employee is a benefit to the Tehama County Sheriff’s Office and the community we serve.

The Personnel Office has reviewed the candidate's qualifications and agrees with placement at Salary Range 40 Step D upon successful completion all pre-employment requirements.

OTHER THAN "A" STEP REQUEST

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

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

FROM: Jennifer Crane, Accountant I
TO: Board of Supervisors/Personnel Office

RE: Request to hire an applicant in the following classification:
Deputy Sheriff at other than "A" step.

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

1. $ 34.43 Step 1 Range 40 Request: $ 39.86 Step 4 Range 40

2. Total applications received during recruitment for this position: 4
Total number of "qualified" applicants: 2

3. Justification for requesting higher step than A:
The selected candidate is a POST Academy graduate and POST Certified Peace Officer with 10 years of combined law enforcement experience through allied agencies and the U.S. Air Force. They offer specialized K-9 handling and training expertise, supported by certifications in K-9 interdiction, handling, training, and narcotics apprehension. Their experience includes extensive patrol work, military duties, and collaboration with local, state, and federal law enforcement partners.

The combination of his training and experience justifies the increase to Step 4. The hiring of this employee is a benefit to the Tehama County Sheriff's Office and the community we serve.

4. How has the Department budgeted for this additional cost?
The department has budgeted for this position as part of the position allocation list and will not place the department over approved budget.

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

Department Head Signature

Tehama County

Agenda Request Form

File #: 25-2046 **Agenda Date:** 12/9/2025 **Agenda #:** 31.

SHERIFF'S OFFICE - Sheriff Dave Kain

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Chair and the Sheriff to sign Agreement with Ronald L. Clark, DDS, for the purpose of providing medical services to assist the Tehama County Coroners with decedent investigations, with a not to exceed amount of $25,000, effective 1/1/26, and shall remain in effect until 6/30/26

Financial Impact:
The funding source for the agreement has been budgeted for FY 25/26 in Coroner Budget 2072-53230.

Background Information:
For more than ten years, Dr. Clark has provided specialized dental and medical support to the Tehama County Coroner's Office. His expertise plays a critical role in assisting with decedent identification and related investigative needs when required. Dr. Clark's longstanding service and technical knowledge have contributed significantly to the accuracy and efficiency of coroner investigations in the county.

There is a deviation in the insurance requirements presented in Exhibit A. The deviation follows the Board Approved Agreement 2025-204. Dr. Clark has carried coverage with The Dentists Insurance Company (TDIC) since 1993 with no malpractice claims being filed against him. Dr. Clark has always carried the required malpractice insurance, general liability insurance and workers' compensation necessary to run his dental business successfully and safely for his patients and employees.

AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND RONALD L. CLARK, DDS

This agreement is entered into between the County of Tehama, through its Sheriff's Office (County) and Ronald L. Clark, DDS (Contractor) for the provision of providing certain medical services to assist the Tehama County Sheriff/Coroner in performing his/her statutory duties.

1. **RESPONSIBILITIES OF CONTRACTOR**

During the term of this agreement, Contractor shall, upon request by the Tehama County Sheriff/Coroner or his/her authorized deputies, perform a review of the medical or dental records of decedents, perform external examinations of decedents, and/or perform external and internal investigations of decedents.

2. **RESPONSIBILITIES OF THE COUNTY**

County shall compensate Contractor for its services pursuant to Sections 3 and 4 of this agreement.

3. **COMPENSATION**

Contractor shall be paid the sum of $100.00 for each review of a decedent's medical or dental records. Contractor shall be paid in the sum of $500.00 for each external examination of a decedent at the morgue facility. Contractor shall be paid the sum of $500.00 for each external examination of a decedent in the field. Contractor shall be paid the sum of $700.00 for each full examination of a decedent. The Maximum Compensation payable under this Agreement shall not exceed $25,000.00. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

4. BILLING AND PAYMENT

On or before the 15th of each month, Contractor shall submit to County an itemized invoice for all services rendered during the preceding calendar month. County shall make payment of all undisputed amounts within 30 days of receipt of Contractor's invoice. County shall be obligated to pay only for services properly invoiced in accordance with this section.

5. TERM OF AGREEMENT

This agreement shall commence on January 1, 2026, and shall terminate June 30, 2026, unless terminated due to the conditions set forth herein.

6. TERMINATION OF AGREEMENT

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

The County's right to terminate this agreement may be exercised by the Sheriff.

7. ENTIRE AGREEMENT; MODIFICATION

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

8. **NONASSIGNMENT OF AGREEMENT**

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

9. **EMPLOYMENT STATUS**

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

10. **INDEMNIFICATION**

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

"independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

11. **INSURANCE**

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

12. **PREVAILING WAGE**

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. (Prevailing Wage Laws), which require the payment of prevailing wage rates and the performance of other requirements on certain public works and maintenance projects. Contractor shall pay, at least, the general prevailing wage rates, as determined by the Director of the Department of Industrial Relations of the State of California, for all work hereunder. Contractor further agrees to fully comply with and to require its subcontractor to fully comply with such Prevailing Wage Laws. County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code Section 1773 at its principal office, and will make this information available to any interested party upon request. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws.

Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) 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 Codes section 1771.1(a)).

Contractor acknowledges that no contractor or subcontractor may be awarded a contract for public works on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5

Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

13. **NON-DISCRIMINATION**

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

14. **GREEN PROCUREMENT POLICY**

Tehama County Resolution No. 49-2002, the Green Procurement Policy (available upon request) supports recycling and waste reduction, and promotes the purchase of products made with recycled materials when product fitness and quality are equal and they are available at no more than the total cost of non-recycled products. Contractor is encouraged to conform to this policy.

15. **COMPLIANCE WITH LAWS AND REGULATIONS**

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

16. **LAW AND VENUE**

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

17. **AUTHORITY**

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

18. **NOTICES**

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

NOTICES TO COUNTY:
Tehama County Sheriff's Office
Attn: Dave Kain, Sheriff-Coroner
P.O. BOX 729
Red Bluff, CA 96080
(530) 527-7900
dkain@tehamaso.org

NOTICES TO CONTRACTOR:
Ronald L. Clark, DDS
727 Washington Street
Red Bluff, CA 96080
P: (530) 527-4311
F: (530) 527-7725
jstacy@redbluffdental.com

INVOICES SUBMITTED TO COUNTY:
Tehama County Sheriff's Office
Attn: Accounting Division
P.O. BOX 729
Red Bluff, CA 96080
(530) 528-8979 option 1
nbrummond@tehamaso.org

GRANTS/CONTRACTS TO COUNTY:
Tehama County Sheriff's Office
Attn: Grants/Contracts
P.O. BOX 729
Red Bluff, CA 96080
(530) 528-8979 option 2
jcrane@tehamaso.org

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

19. **NON-EXCLUSIVE AGREEMENT**

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

20. **STANDARDS OF THE PROFESSION**

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

21. **LICENSING OR ACCREDITATION**

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

22. **RESOLUTION OF AMBIGUITIES**

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

23. **NO THIRD PARTY BENEFICIARIES**

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

24. **HAZARDOUS MATERIALS**

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

25. **HARASSMENT**

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

26. **COUNTERPARTS, ELECTRONIC SIGNATURES - BINDING**

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civil Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of

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

27. **EXHIBITS**

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

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

COUNTY OF TEHAMA

Date: _____

_____
Sheriff-Coroner

Date: _____

_____
Chairman, Board of Supervisors

RONALD L. CLARK, DDS

Date: 11/20/25

Ronald L Clark DDS
Authorized Agent

Agreement #: _____

100382
Vendor Number

2072-53230
Budget Account Number

jstacy@redbluffdental.com
Vendor/Contractor Email Address

(530) 527- 4311
Vendor/Contractor Phone Number

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

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

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

Workers' Compensation

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

Professional Liability (Contractor/Professional services standard agreement only)

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

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

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

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include "Tehama County" as an additional insured.

The certificate holder shall be "County of Tehama."

Deductibles and Self-Insured Retentions

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

Primary Insurance Coverage

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

Coverage Cancellation

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

Acceptability of Insurers

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

Subcontractors

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

Material Breach

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

Policy Obligations

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

Verification of Coverage

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

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

The Dentists Insurance Company
1201 K Street, 14th Floor, Sacramento, CA 95814

Declarations Insert

In consideration of the required premium, this policy is effective for the **policy period** beginning and ending at 12:01 a.m. at the insured address below and subject to the Limit of Liability for each Coverage stated below and subject to all provisions of the Policy Form, all Endorsements, and **your** application. This Declarations Insert attaches to and becomes part of Policy Form PBL2200-0115AS.

Policy Number	Policy Period Effective Date	Policy Period Expiration Date
8015444301	07/01/2025	07/01/2026

Named Insured	Class Description
Ronald L. Clark, DDS 727 Washington St Red Bluff, CA 96080-3322	11 General Dentist utilizing local, nitrous oxide or oral conscious sedation.

Dental Specialty	State / Component	Territory
00 General Dentist	California	C

Limits of Liability		Coverage	Retroactive Date
Each Claim	$1,000,000	Coverage A - Dentists Professional Liability Claims Made Form	07/01/1993
Each Occurrence	$1,000,000	Coverage B - Dentists Business Liability Occurrence Form	Not Applicable
Aggregate Limit for All Claims Under Coverages A & B combined	$3,000,000		
Aggregate	$100,000	Coverage C - Dental Employment Benefits Liability Claims Made Form	07/01/1993
Aggregate Defense Costs Reduce Limits	Not Applicable	Coverage D - Dental Employment Practices Liability (optional) Claims Made Form - 20% co-payment	Not Applicable
Aggregate	$60,000	Coverage E - Dental Medical Waste Legal Defense Occurrence Form - 20% co-payment	Not Applicable
Aggregate	$100,000	Coverage F - Regulatory Authority Legal Defense Costs Claims Made Form	07/01/1993

Policy Premium

Total: $1,868.00

Discounts

Notices

Endorsements made a part of this policy:

PBL2026-0524AS	PBL2122-0524AS	PBL2044-0524AS	PBL2500-0524CA	PBL2010-0524AS
PBL2527-0524AS	PBL2560-0524AS	PBL2565-0524AS	PBL2900-0524AS	

For questions regarding your insurance call: 800.733.0633

05/29/2025
Date issued

Todd D. Lewis
Chief Executive Officer

PBL1111-0524AS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/8/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Dolling Insurance Agency
804 Main Street
Red Bluff CA 96080

CONTACT NAME: Travis Dolling
PHONE (A/C, No, Ext): (530) 527-1616 **FAX (A/C, No):**
E-MAIL ADDRESS: travis@dollinginsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: SENTINEL INS CO LTD	11000
INSURER B: MARKEL INS CO	38970F
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Ronald L. Clark DDS
Po Box 969
Red Bluff CA 96080

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 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			57SBABK4IIN2	04/05/2025	04/05/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		MWC0236575-01	04/01/2025	04/01/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
County of Tehama
Po Box 250
Red Bluff CA 96080

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
Travis Dolling

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Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

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

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

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

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

Professional Liability (Contractor/Professional services standard agreement only)
If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less

than $1,000,000 per claim and $2,000,000 aggregate on a claims made basis. However, if coverage is written on a claims made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

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

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

Endorsements: Additional Insureds

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

The certificate holder shall be "County of Tehama."

Deductibles and Self-Insured Retentions

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

Primary Insurance Coverage

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

Coverage Cancellation

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

Acceptability of Insurers

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

Subcontractors

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

Material Breach

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

Policy Obligations

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

Verification of Coverage

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

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

E-Contract Review
Approval as to Form

Department Name: Tehama County Sheriff's Office

Vendor Name: Dr. Ronald Clark, DDS.

Document Description: Agreement for Post-Mortem Dental Inspections

APPROVED AS TO FORM:

Office of the Tehama County Counsel
Daniel B. Klausner, Senior Deputy County Counsel

Date: 2/24/25

Tehama County

Agenda Request Form

File #: 25-2038 **Agenda Date:** 12/9/2025 **Agenda #:** 32.

ARCH COLLABORATIVE - CEO Kimberly Johnson

Requested Action(s)
a) INFORMATIONAL PRESENTATION - Presentation regarding the True North Behavioral Health Campus

Financial Impact:
There is no financial impact associated with receiving this presentation.

Background Information:
The True North Behavioral Health Campus is designed to be more than a facility; it is a turning point for the rural North State. The proposed model will bring together a comprehensive crisis continuum, ensuring that children, youth, and adults have access to safe, timely, and appropriate treatment much closer to home. California is in the midst of an unprecedented behavioral health transformation that will either compound the challenges rural counties already face or serve as a catalyst for lasting, regional solutions for individuals experiencing severe behavioral health crises. Our emergency rooms are already holding patients in mental health crisis or those who are needing medical detox for days at a time while they await appropriate placement. Meanwhile, Medicaid cuts have caused concern for rural critical access hospitals in our region which are often the first stop for many in behavioral health crises. The development of True North Behavioral Health Campus is poised to strengthen the crisis continuum.

Beginning in January 2026, SB 43 will expand involuntary hold criteria to include substance use disorder, and Proposition 1 will soon require what are currently mental health-only facilities to treat patients needing substance use disorder treatment. These changes will increase the strain on emergency rooms, law enforcement, mobile crisis teams, and overall bed availability. Given this impact, the State of California established SB 1238, which allows stand-alone facilities to receive patients who are gravely disabled to ease the burden on emergency rooms. The BHCIP bond was then created to build behavioral health facilities, especially the kind of integrated campus we have designed.

Since January 2025, Arch Collaborative and the Shasta Health Assessment and Redesign Collaborative have engaged more than 100 stakeholders-providers, counties, law enforcement, physicians, Veterans Affairs, mobile crisis teams, and families of those with severe behavioral health needs-to shape the design of this campus.

Stakeholder input, paired with Arch’s qualitative review of regional needs assessments, contracts, and provider availability, and a quantitative analysis of hospital and jail data, has identified the most urgent gaps in the crisis continuum. The result is a proposal grounded in both lived experience and data, positioned to take advantage of this once-in-a-generation opportunity through BHCIP Round 2: Unmet Needs.

True North

BEHAVIORAL HEALTH CAMPUS

Regional Update for Tehama County

A brief update on project development, regional need, and next steps.

Presented by:
Kimberly L. Johnson, CEO, Arch Collaborative

Why We Are Here

- Share about the True North Behavioral Health Campus!
- Share how we got here & the current status.
- Highlight unmet needs across the rural North State.
- Share about the campus' location.
- To explore what this project could mean for Tehama residents

How We Got Here

Two-part legislation

PROP 1
March 2024

SB326
BEHAVIORAL HEALTH SERVICES ACT

AB531 $6.4B
BEHAVIORAL HEALTH BOND

$4.4B
BHCIP

ROUND 1:
SHOVEL-READY APPLICATION
DEADLINE: 12/24

ROUND 2:
UNMET NEEDS:
DUE OCTOBER 28, 2025

$2B
PERM. SUP. HOUSING:
HOME KEY MODEL - 1/2 VETS.

What the Campus Actually Is

“A clinical campus that provides every level of behavioral health care in one place.”

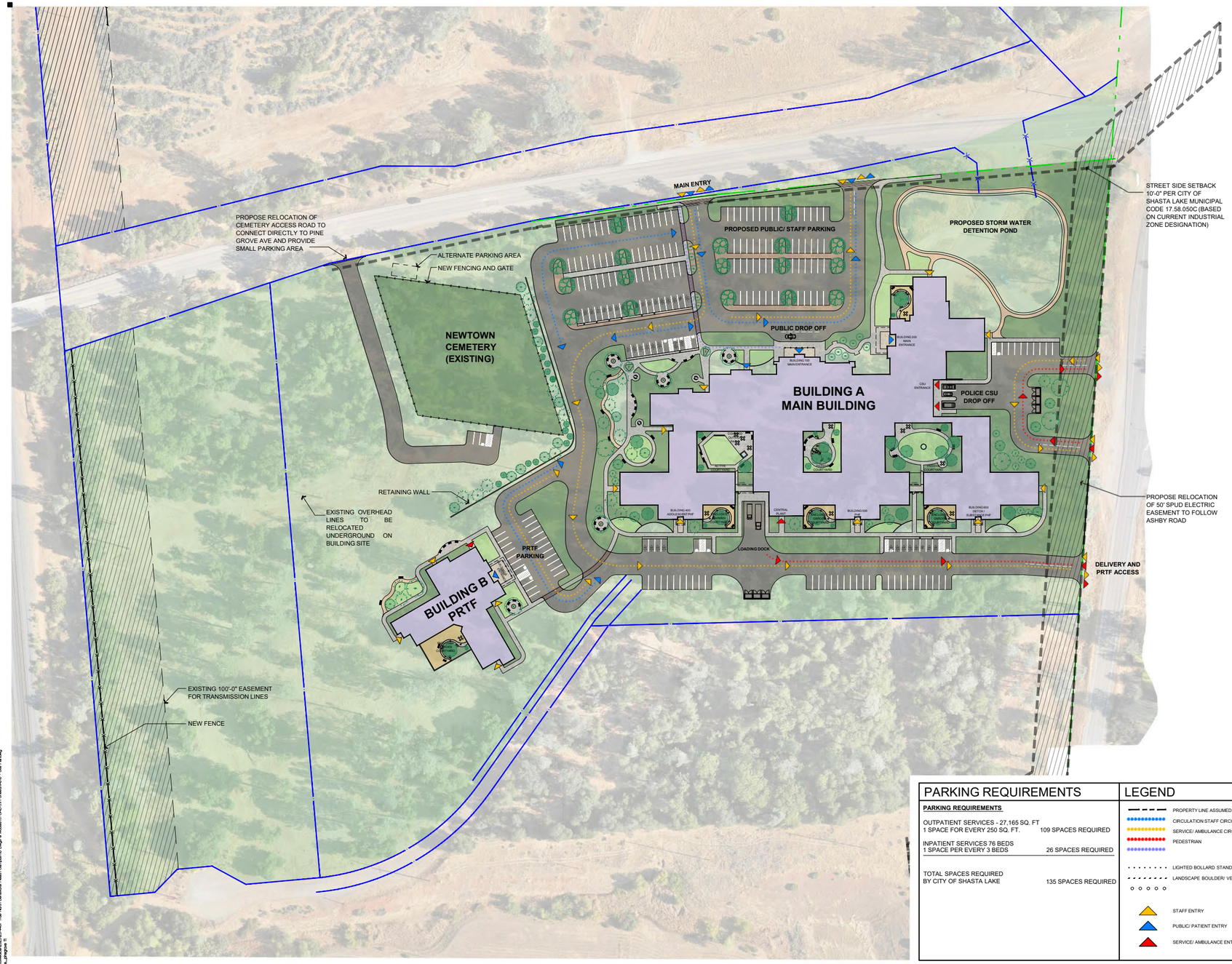
- Crisis Stabilization Unit (23-hour)
- Social Substance Use Detox
- Inpatient Psychiatric Hospital (acute)
- Subacute residential stabilization
- Short-Term Residential Facility (SRF)
- Step-down and aftercare coordination

Instead of the ER, jail, or out-of-county beds, people can stabilize locally and transition directly to the right level of care.




TRUE NORTH
BEHAVIORAL HEALTH


TRUE NORTH
BEHAVIORAL HEALTH



PARKING REQUIREMENTS	
PARKING REQUIREMENTS	
OUTPATIENT SERVICES - 27,165 SQ. FT 1 SPACE FOR EVERY 250 SQ. FT.	109 SPACES REQUIRED
INPATIENT SERVICES 76 BEDS 1 SPACE PER EVERY 3 BEDS	26 SPACES REQUIRED
TOTAL SPACES REQUIRED BY CITY OF SHASTA LAKE	135 SPACES REQUIRED

LEGEND

- PROPERTY LINE ASSUMED PATIENT
- CIRCULATION STAFF CIRCULATION
- SERVICE/ AMBULANCE CIRCULATION
- PEDESTRIAN
- LIGHTED BOLLARD STANDARD BOLLARD
- LANDSCAPE BOULDER/ VEHICLE BARRIER
- STAFF ENTRY
- PUBLIC/ PATIENT ENTRY
- SERVICE/ AMBULANCE ENTRY

0' 15'30' 60' 120' 240' 480'

PROPOSED SITES ARE ZONED INDUSTRIAL PER CITY OF SHASTA LAKE GIS ZONING MAP

OVERALL SITE PLAN

SCALE: 1" = 60'-0"

NICHOLS MELBURG & ROSSETTO ARCHITECTS + ENGINEERS
300 Knollcrest Drive Redding, CA. 96002 (530)222-3300 (530) 222-3538Fax
http://www.nmrdesign.com

REVISIONS

Delta	Description	Date

If drawing is not 42" x 30" it is a reduced print

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AGENCY APPROVAL

#

LICENSE STAMPS

KEYPLAN

PROJECTNAME

TRUE NORTH BEHAVIORAL HEALTH CAMPUS

Signature Healthcare Services

FOR

SIGNATURE HEALTHCARE SERVICES

PINE GROVE, SHASTA LAKE, CA.

SHEET TITLE

CONCEPTUAL SITE PLAN

DRAWING STATUS

DESIGN DEVELOPMENT

Drawn By	
Date Issued	10/2157/20
Scale	2'55
Project No.	25-4437

SHEET No.

A010

Login Name: abenjamin
Plot Date: October 31, 2025 - 5:44 pm
File Name: C:\Users\abenjamin\Documents\25-4437 True North Behavioral Health Campus\03 Drgs & Models\11 CAD\11 Sheets\A010 - Site Plan.dwg

Departments		
	Actual Area (SF)	Pro Rated Area (SF)
Building A SRC:		
CSU: PHF: IOP:	11,890	16,375
Departments Total:	8,419	11,595
	36,417	50,154
	7,076	9,745
	63,802	
Building A Total:	**87,869**	87,869
Common Areas	**24,067**	
Public Spaces/ Admitting / Intake	5,108	
Pharmacy Receiving /	843	
environmental Support Nutrition	423	
Services Circulation Recreation	6,148	
Staff Support	5,463	
Central Plant	2,872	
	1,118	
	1,695	
Building B Total:	**13,856**	
Bldg. A & B Total:	**101,725**	





SOCIAL REHABILITATION FACILITY (SRF) - (16 BEDS)

SRF COURTYARD

8-BED (MALE)

8-BED (FEMALE)

BUILDING 100 MAIN ENTRANCE

BUILDING 200 MAIN ENTRANCE

INTENSIVE OUTPATIENT PROGRAM

IOP ENTRANCE

CRISIS STABILIZATION UNIT - (16 BEDS)

CSU - YOUTH

CSU - ADULT

STAFF ENTRANCE

MAIN ENTRY / LOBBY

RECREATIONAL ACTIVITIES

LAW ENFORCEMENT

ADOLESCENT

ADULT

MENS'

GALLERY

GALLERY



OUTDOOR DINING

COURTYARD

DINING

COURTYARD

COURTYARD

DIETARY

PHF - MODULE 1

PHF - MODULE 2

PHF - MODULE 3

PHF COURTYARD

PHF COURTYARD

PHF COURTYARD

BUILDING 400

CENTRAL PLANT

BUILDING 500

BUILDING 600

PSYCHIATRIC HEALTH FACILITY - ADOLESCENT - (16 BEDS)

PSYCHIATRIC HEALTH FACILITY - (16 BEDS)

PSYCHIATRIC HEALTH FACILITY - DETOX / SUBSTANCE - (16 BEDS)



TOTAL AREA: 87,869 SF.

BUILDING A - DEPARTMENTAL PLAN WITH VISUAL CONCEPTS

SCALE: 1" = 20'-0"

NICHOLS MELBURG & ROSSETTO
ARCHITECTS + ENGINEERS
300 Knollcrest Drive Redding, CA 96002 (530)222-3300 (530) 222-3538Fax
http://www.nmrdesign.com

REVISIONS

Delta	Description	Date

If drawing is not 42" x 30" it is a reduced print

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AGENCY APPROVAL

#

LICENSE STAMPS

KEYPLAN

PROJECT NAME

TRUE NORTH BEHAVIORAL HEALTH CAMPUS

ARCH Collaborative

FO
R

ARCH COLLABORATIVE

PINE GROVE, SHASTA LAKE, CA.

SHEET TITLE

BUILDING A DEPARTMENTAL PLAN

DRAWING STATUS

SCHEMATIC DESIGN

Drawn By	NMR
Date Issued	10/15/2025
Scale	1" = 20'-0"
Project No.	25-4437

SHEET No.

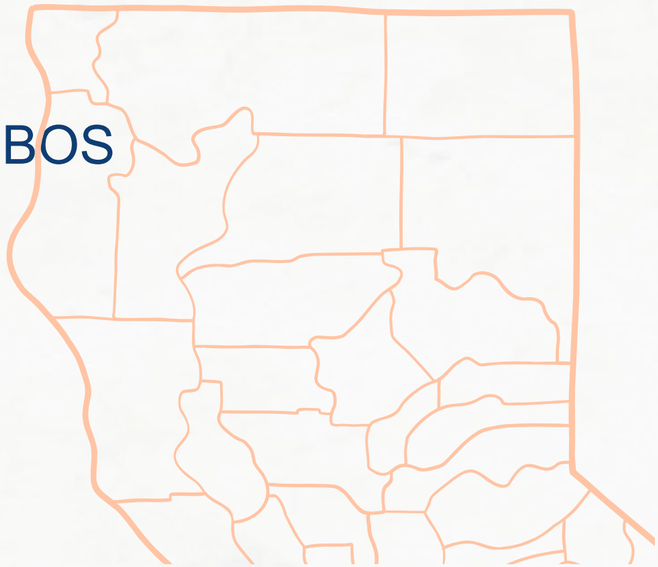
A202

Why This Matters for the Rural North State

- Today, crisis care defaults to:
  - Emergency Department, jail, or long transport out of the area.
- The rural North State is facing critical workforce shortages and insufficient mental health and substance use disorder access.
- Transporting individuals hours away increases:
  - cost,
  - staff burden,
  - recidivism,
  - trauma for families,
  - and court-ordered treatment complications.

Campus Location: Current Status & Possible Options

- **The grant application required the applicant to have site control over the location.**
  - Written: City of Shasta Lake Location
- **The project iscurrently in escrowon a property in theCity of Shasta Lake**; however, following the initial resistance by the Shasta County BOS
- **Two alternative sites are on the table, if needed:**
  - **Shasta County**– previously evaluated, but the owner was not interested, and is reconsidering
  - **Tehama County**– potential sites remain open for exploration
- **We remain fully open to all location scenarios that best support the rural North State.**
- **A location change would require approval from the state.**



69 Letters of Support Across the Rural North State

- County agencies, hospitals, tribal nations, law enforcement, behavioral health providers, and community organizations submitted 69 Letters of Support (LOS).
- LOS are not binding contracts—they signal to the State that counties are willing to participate and coordinate regionally.
- For the State, LOS demonstrate regional unity, readiness, and widespread recognition of the need.
- Tehama's early and consistent engagement helped build that momentum.

Behavioral Health Bed Needs Across the North State

After more then 200 stakeholder, partner and community engagements these are the top priority needs identified:

Emergency Room & Jail Diversion; Crisis Stabilization,

Substance Use Detox

Inpatient Access & High Acuity Youth Services

Additional Needs: Skilled Nursing, Mental Health Rehabilitation Centers, Youth Substance Use Treatment

Current Status & Next Steps

- BHCIP application submitted (October 2025).
- Property in escrow in the City of Shasta Lake (still exploratory).
- Environmental, planning, and community engagement processes are underway.
- Alternate locations remain possible depending on outcomes.
- State award expected: Late Spring 2026.
- Post-award: detailed design → permitting → construction.

Questions?

Kimberly L. Johnson
prop1@archcollaborative.org

ARCH Collaborative

Tehama County

Agenda Request Form

File #: 25-2027 **Agenda Date:** 12/9/2025 **Agenda #:** 33.

CLOSED SESSION

Requested Action(s)
a) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Paragraph (1) of subdivision (d) of Government Code Section 54956.9). Name of Case: Poland et al v. Tehama County Board of Supervisors (Discussion and possible action relative to existing litigation.)

Financial Impact:
Click here to enter Financial Impact.

Background Information:
Click here to enter Background Info.

Tehama County

Agenda Request Form

File #: 25-2041 **Agenda Date:** 12/9/2025 **Agenda #:** 34.

CLOSED SESSION

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

Agency Negotiators: TBD

Employee: Health Services Agency Executive Director

Financial Impact:
None.

Background Information:
None.