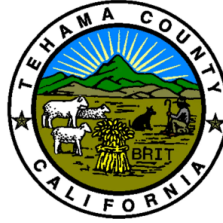


TEHAMA COUNTY BOARD OF SUPERVISORS

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, NOVEMBER 25, 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

REMINDER - The December 2nd Board meeting is cancelled pursuant to Board policy.

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

This is a time set aside for members of the public to directly address the Board of Supervisors on any item of interest to the public that is within the subject matter jurisdiction of this board. No action shall be taken on any item not appearing on the agenda unless the action is otherwise authorized by subdivision (b) of section 54954.2 of the government code. This board has chosen to exercise its discretion and limit each speaker to three (3) minutes. 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 - 11/02/25 - 11/08/25** [25-1989](#)
2. **AUDITOR'S CLAIMS** [25-1995](#)
 - a) Court Operations, 2009-555215, State Treasurer-Cash Management, \$23,122.50
 - b) Court Operations, 2009-555215, State Treasurer-Cash Management, \$156,990.00
3. **SHERIFF** [25-2016](#)
 - a) Request approval and authorization for the Sheriff to sign the application for submittal to the Division of Boating and Waterways, State of California-Natural Resources Agency for funding in the amount of \$404,217.91, for the Boating and Safety Enforcement Financial Aid program for FY 2026-27
 - b) RESOLUTION - Request adoption of the resolution authorizing the Sheriff, or his designee, to sign and submit an application to the California Department of Parks and Recreation, Division of Boating and Waterways for the boating Safety and Enforcement Financial Aid Program for Fiscal Year 2026-27, and accept, if awarded, funding in the

anticipated amount of \$133,448, and to have signature authority on all program-related documents to carry out the purpose of this resolution

4. SHERIFF [25-1906](#)

a) AGREEMENT - Request approval and authorization for the Chairman to sign the Agreement with Lexipol, LLC for access to the Lexipol Knowledge Management System and subscriptions for the Law Enforcement Policy Manual and Law Enforcement Daily Training Bulletins Services; and for the Custody Policy Manual, and Custody Daily Training Bulletins Services, for the rates as listed, with a maximum contract amount not to exceed \$21,187.47, effective 12/1/25 and shall terminate 11/30/26

5. SHERIFF [25-1931](#)

a) AGREEMENT - Request for approval and authorization for the Chairman and the Sheriff to sign the agreement with Permitium for the maintenance, support, and hosting of Permitium to our website to process concealed weapon applications online, effective 10/11/25 and shall terminate 09/30/26

6. SHERIFF [25-1954](#)

a) AGREEMENT- Request approval and authorization for the Sheriff and the Chair to sign Amendment No. 1 to the agreement with Ducor Telephone Company DBA Varcomm (Misc Agree. #2020-112), for the lease of a portion of part of the Premises of the real property referred to as Ducor Telephone Company DBA Varcomm Site in Rancho Tehama, CA in the amount of \$923.67 for the first year; thereafter the fee will be increased by an amount not to exceed 4% yearly, with the total maximum amount not to exceed \$9,100, effective 1/1/26 and shall terminate 12/31/30

7. SOCIAL SERVICES [25-2002](#)

a) AGREEMENT - Request approval and authorization for the Social Services Director or Designee to sign the Agreement with Peerless Building Maintenance Company for the purpose of janitorial services at the office located at 310 S. Main St, Red Bluff, for the amounts as set forth in Exhibit "E", with maximum compensation not to exceed \$107,086.10, effective 11/01/25 and shall terminate 10/31/26

8. BOARD OF SUPERVISORS [25-1955](#)

a) Determine that there is a need to continue the emergency proclamation, proclaiming the existence of the local emergency in Tehama County that caused conditions of peril

9. APPROVAL OF MINUTES [25-2025](#)

- a) Waive the reading and approve the minutes of the regular meeting held
- 1) 10/21/2025
 - 2) 10/28/2025
 - 3) 10/28/2025 Special Meeting

REGULAR AGENDA

10. AMERICAN LEGION - Service Officer Norman L. Goodin [25-2028](#)

a) PROCLAMATION - Request adoption of the proclamation proclaiming November 11th as Veterans Day

11. ADMINISTRATION / SOCIAL SERVICES / ENVIRONMENTAL HEALTH / PUBLIC WORKS [25-1999](#)

a) Request approval of certificates recognizing the following employees for their years of faithful and dedicated service to the County of Tehama:

1) ADMINISTRATION - Orepá Mamea, 15 years

2) SOCIAL SERVICES

a. Jennifer DeCiero, 20 years

b. Corina Moen, 20 years

c. Wendy Richards, 15 years

3) ENVIRONMENTAL HEALTH - Lauri Dilworth, 15 years

4) PUBLIC WORKS - Ashley Fox, 10 years

b) Request approval of a retirement award recognizing the following employee for their many years of faithful and dedicated service to the County of Tehama:

1) SOCIAL SERVICES - Shelley Zimmerman

12. DEPARTMENT OF AGRICULTURE - Agricultural Commissioner Thomas A. Moss & USDA Wildlife Services Derek Milsaps [25-2004](#)

a) INFORMATIONAL PRESENTATION - Regarding a 2025/2026 proposed cooperative agreement between the U.S. Department of Agriculture Animal (USDA) and Plant Health Inspection Service (APHIS) Wildlife Services and Tehama County

13. HEALTH SERVICES AGENCY - Executive Director Jayme Bottke [25-1967](#)

a) AGREEMENT - Request approval and authorization for the Executive Director to sign the agreement with AB Staffing for the purpose of locating and arranging for locum tenens Psychiatrists, Psychiatric Nurse Practitioners, Physician Assistants, Licensed Clinical Social Workers and Licensed Marriage and Family Therapists to provide medical services at the amounts set forth on Exhibit "B", with maximum compensation not to exceed \$600,000 in any one fiscal year, effective 12/1/25 and shall terminate 6/30/28

14. COMMUNITY ACTION AGENCY - Executive Director Bekkie Emery [25-1990](#)

a) AGREEMENT - Request approval and authorization for the Executive Director to sign the agreement and all other required forms, with Partnership HealthPlan of California to provide Community Support services, effective from date of approval and shall remain in effect until terminated by either party

15. DIVISION OF ANIMAL SERVICES / PERSONNEL - Animal Care Center Manager Christine McClintock [25-2003](#)

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) Animal Services Coordinator (Limited Term) from 12/31/25 to 6/30/26, effective 11/25/25

16. PUBLIC WORKS - Interim-Director Tom Provine and Deputy Director Jessica Riske-Gomez [25-1996](#)

a) INFORMATIONAL PRESENTATION - Project update and status report for Phase I of the Hazard Tree Debris Removal project closeout and Phase II initiation

b) AGREEMENT - Request approval and authorization for the Interim Director of Public Works to sign the Amendment No. 1 to the Agreement with Resource Conservation District (RCD) of Tehama County, extending the agreement's term from December 31, 2025, to June 30, 2026, to accommodate changes in project approach and timeline for woody debris removal associated with the Park Fire

17. PROBATION / ADMINISTRATION - Chief Probation Officer Pam Gonzalez and Administrative Services Director Tom Provine [25-1997](#)

a) AGREEMENT - Request approval and authorization for the Chairman to sign the agreement between the County of Tehama and World Telecom & Surveillance for the purpose of replacing and/or upgrading the detention security electronics equipment at the Tehama County Juvenile Hall Facility. The agreement will be effective as of the date of signing and will terminate at the completion of the project, for a total amount not to exceed \$300,000

18. ADMINISTRATION - Administrative Services Director Tom Provine [25-1337](#)

a) CHANGE ORDER - Request confirmation of Change Order No. 1 to the agreement with SnL Group, Inc. (Misc. Agree. #2025-058) for the Walnut Street Complex Site Accessibility Upgrade Project, thereby allowing for changes as listed, for a contract increase in the amount of \$20,638.04

19. PERSONNEL - Personnel Director Coral Ferrin [25-1937](#)

a) Request adoption of TCPR §3301: Working Out-of-Class

b) Request adoption of TCPR §7302: On-the-Job Training

20. PERSONNEL / ADMINISTRATION - Personnel Director Coral Ferrin [25-1956](#)

a) Request approval to apply the provision outlined in Resolution No. 2025-071 Section 2: Sick Leave Accrual retroactively for the following elected officials, effective November 25, 2025:

Matt Rogers, District Attorney
David Kain, Sheriff / Coroner
Krista Peterson, Auditor / Controller
Burley Phillips, Assessor
Jennifer Vise, Clerk and Recorder (Retired)

21. SHERIFF'S OFFICE - Sheriff Dave Kain [25-1871](#)

- a) INFORMATIONAL PRESENTATION - Tehama County's involvement to opt-into the Cal-ID Program

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.

22. CLOSED SESSION

[25-1992](#)

- a) Liability Claims Pursuant to Government code 54956.95

Claimant: David Fennel

Agency claimed against: Tehama County

23. CLOSED SESSION

[25-2005](#)

- a) CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (54956.9 (d)(2)) (one case)

24. CLOSED SESSION

[25-2020](#)

- a) CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (54956.9 (d)(2)) (one case)

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.

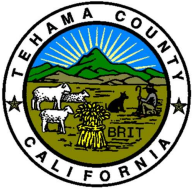
PROVIDE PUBLIC COMMENT DURING THE MEETING BY:

- 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 #: 25-1989

Agenda Date: 11/25/2025

Agenda #: 1.

GENERAL WARRANT REGISTER - 11/02/25 - 11/08/25

Financial Impact:

As listed.

Background Information:

As listed.

Tehama County
TEBK400 - Check Register
Issue Dates between Nov 2, 2025 and Nov 8, 2025

Report Generated on: Nov 10, 2025 8:20:44 AM

Check Number	Check Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Check Amount
00000636	11/03/2025	122962	PSYNERGY PROGRAMS INC	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	105863	\$4,695.75
00000636	11/03/2025	122962	PSYNERGY PROGRAMS INC	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	11097	\$6,351.11
00000636	11/03/2025	122962	PSYNERGY PROGRAMS INC	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	117973	\$3,882.03
00000636	11/03/2025	122962	PSYNERGY PROGRAMS INC	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	123052	\$3,533.23
00000636	11/03/2025	122962	PSYNERGY PROGRAMS INC	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	105861	\$5,514.90
00000636	11/03/2025	122962	PSYNERGY PROGRAMS INC	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	11097	\$5,514.90
00000636	11/03/2025	122962	PSYNERGY PROGRAMS INC	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	117973	\$2,757.45
00000636	11/03/2025	122962	PSYNERGY PROGRAMS INC	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	123052	\$5,514.90
00000637	11/04/2025	132340	ANTELOPE AUTO REPAIR LLC	108	SOCIAL SERVICES	5013-53170	SOCIAL SERVICES	MAINTENANCE OF EQUIPMENT	\$329.77
00000638	11/04/2025	133772	RINGCENTRAL INC	112	HEALTH SERVICES	40121-53120	PUBLIC HEALTH	COMMUNICATIONS	\$2,307.09
00000638	11/04/2025	133772	RINGCENTRAL INC	112	HEALTH SERVICES	40131-53120	MENTAL HEALTH	COMMUNICATIONS	\$3,784.01
00000638	11/04/2025	133772	RINGCENTRAL INC	112	HEALTH SERVICES	40171-53120	DRUG & ALCOHOL	COMMUNICATIONS	\$1,074.26
00000638	11/04/2025	133772	RINGCENTRAL INC	112	HEALTH SERVICES	40251-53120	CLINIC SERVICES	COMMUNICATIONS	\$971.50
00000639	11/05/2025	108325	STAPLES ADVANTAGE	101	GENERAL FUND	2061-53140	AGRICULTURE COMM	Hand towels, 2 ply TP	\$113.54
00000639	11/05/2025	108325	STAPLES ADVANTAGE	101	GENERAL FUND	2061-53220	AGRICULTURE COMM	Office supplies	\$436.25
00000639	11/05/2025	108325	STAPLES ADVANTAGE	108	SOCIAL SERVICES	5013-53220	SOCIAL SERVICES	LA 1054406	\$449.74
00000640	11/06/2025	108325	STAPLES ADVANTAGE	101	GENERAL FUND	2073-53280	PUB GUARDIAN / P	LA 1054406	\$9.98

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Check Number	Check Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Check Amount
00000640	11/06/2025	108325	STAPLES ADVANTAGE	101	GENERAL FUND	6021-53220	LIBRARY	LA 1054406	\$215.11
00000640	11/06/2025	108325	STAPLES ADVANTAGE	108	SOCIAL SERVICES	5013-53220	SOCIAL SERVICES	LA 1054406	\$113.91
00000640	11/06/2025	108325	STAPLES ADVANTAGE	113	CHILD SUPPORT	5015-53220	CHILD SUPPORT SE	LA 1054406	\$410.46
00000641	11/07/2025	132340	ANTELOPE AUTO REPAIR LLC	108	SOCIAL SERVICES	5013-53170	SOCIAL SERVICES	MAINTENANCE OF EQUIPMENT	\$338.34
00000642	11/07/2025	100502	CALIFORNIA NEWSPAPERS PARTNERS	101	GENERAL FUND	1026-53240	TAX COLLECTOR	AC#3525809	\$745.77
00000643	11/07/2025	101705	TEHAMA TIRE SERVICE	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	MAINTENANCE OF EQUIPMENT	\$5,223.42
70881314	11/03/2025	101233	AT&T	112	HEALTH SERVICES	40251-53120	CLINIC SERVICES	235 841 3029 809 0	\$31.54
70881315	11/03/2025	103939	AT&T	112	HEALTH SERVICES	40121-53120	PUBLIC HEALTH	9391032853	\$43.19
70881315	11/03/2025	103939	AT&T	112	HEALTH SERVICES	40121-53120	PUBLIC HEALTH	9391032856	\$11.02
70881315	11/03/2025	103939	AT&T	112	HEALTH SERVICES	40121-53120	PUBLIC HEALTH	9391032939	\$87.49
70881315	11/03/2025	103939	AT&T	112	HEALTH SERVICES	40131-53120	MENTAL HEALTH	9391032851	\$153.60
70881315	11/03/2025	103939	AT&T	112	HEALTH SERVICES	40131-53120	MENTAL HEALTH	9391032856	\$13.44
70881315	11/03/2025	103939	AT&T	112	HEALTH SERVICES	40131-53120	MENTAL HEALTH	9391032901	\$11.82
70881315	11/03/2025	103939	AT&T	112	HEALTH SERVICES	40131-53120	MENTAL HEALTH	9391032932	\$31.41
70881315	11/03/2025	103939	AT&T	112	HEALTH SERVICES	40131-53120	MENTAL HEALTH	9391032939	\$119.91
70881315	11/03/2025	103939	AT&T	112	HEALTH SERVICES	40171-53120	DRUG & ALCOHOL	9391032856	\$5.67
70881315	11/03/2025	103939	AT&T	112	HEALTH SERVICES	40171-53120	DRUG & ALCOHOL	9391032901	\$95.78
70881315	11/03/2025	103939	AT&T	112	HEALTH SERVICES	40171-53120	DRUG & ALCOHOL	9391032939	\$24.01
70881315	11/03/2025	103939	AT&T	112	HEALTH SERVICES	40251-53120	CLINIC SERVICES	9391032856	\$5.27
70881315	11/03/2025	103939	AT&T	112	HEALTH SERVICES	40251-53120	CLINIC SERVICES	9391032939	\$122.96
70881316	11/03/2025	113573	AT&T U-VERSE	106	PUBLIC SAFETY	2037-53120	PROBATION	AC 138860118 thru 11/25	\$96.30

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TEBK400 - Check Register
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Check Number	Check Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Check Amount
70881317	11/03/2025	132407	CAPITAL ONE	112	HEALTH SERVICES	40131-53280	MENTAL HEALTH	616772	\$540.35
70881317	11/03/2025	132407	CAPITAL ONE	112	HEALTH SERVICES	40171-53280	DRUG & ALCOHOL	616772	\$288.96
70881318	11/03/2025	100376	CITY OF RED BLUFF	112	HEALTH SERVICES	40121-53300	PUBLIC HEALTH	005551-000	\$79.74
70881318	11/03/2025	100376	CITY OF RED BLUFF	112	HEALTH SERVICES	40121-53300	PUBLIC HEALTH	005856-000	\$285.75
70881318	11/03/2025	100376	CITY OF RED BLUFF	112	HEALTH SERVICES	40121-53300	PUBLIC HEALTH	006331-000	\$266.30
70881318	11/03/2025	100376	CITY OF RED BLUFF	112	HEALTH SERVICES	40131-53300	MENTAL HEALTH	005551-000	\$20.41
70881318	11/03/2025	100376	CITY OF RED BLUFF	112	HEALTH SERVICES	40131-53300	MENTAL HEALTH	005815-000	\$54.21
70881318	11/03/2025	100376	CITY OF RED BLUFF	112	HEALTH SERVICES	40131-53300	MENTAL HEALTH	005856-000	\$483.96
70881318	11/03/2025	100376	CITY OF RED BLUFF	112	HEALTH SERVICES	40131-53300	MENTAL HEALTH	006331-000	\$554.65
70881318	11/03/2025	100376	CITY OF RED BLUFF	112	HEALTH SERVICES	40131-53300	MENTAL HEALTH	006408-000	\$106.72
70881318	11/03/2025	100376	CITY OF RED BLUFF	112	HEALTH SERVICES	40171-53300	DRUG & ALCOHOL	005551-000	\$8.61
70881318	11/03/2025	100376	CITY OF RED BLUFF	112	HEALTH SERVICES	40171-53300	DRUG & ALCOHOL	005856-000	\$190.57
70881318	11/03/2025	100376	CITY OF RED BLUFF	112	HEALTH SERVICES	40171-53300	DRUG & ALCOHOL	006331-000	\$226.40
70881318	11/03/2025	100376	CITY OF RED BLUFF	112	HEALTH SERVICES	40171-53300	DRUG & ALCOHOL	006408-000	\$42.02
70881318	11/03/2025	100376	CITY OF RED BLUFF	112	HEALTH SERVICES	40251-53300	CLINIC SERVICES	005551-000	\$8.00
70881318	11/03/2025	100376	CITY OF RED BLUFF	112	HEALTH SERVICES	40251-53300	CLINIC SERVICES	005856-000	\$314.30
70881318	11/03/2025	100376	CITY OF RED BLUFF	112	HEALTH SERVICES	40251-53300	CLINIC SERVICES	006331-000	\$362.10
70881318	11/03/2025	100376	CITY OF RED BLUFF	112	HEALTH SERVICES	40251-53300	CLINIC SERVICES	006408-000	\$69.30
70881319	11/03/2025	133220	NAPA AUTO PARTS	106	PUBLIC SAFETY	2036-53170	JUVENILE HALL	AC 56355	\$9.84
70881319	11/03/2025	133220	NAPA AUTO PARTS	106	PUBLIC SAFETY	2037-53170	PROBATION	AC 56355	\$29.85
70881320	11/03/2025	108526	EXPRESS PERSONNEL SERVICES INC	112	HEALTH SERVICES	40121-53230	PUBLIC HEALTH	33751643	\$3,533.80
70881320	11/03/2025	108526	EXPRESS PERSONNEL	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	33751643	\$10,937.99

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			SERVICES INC						
70881320	11/03/2025	108526	EXPRESS PERSONNEL SERVICES INC	112	HEALTH SERVICES	40251-53230	CLINIC SERVICES	33751643	\$999.09
70881321	11/03/2025	113434	FEDEX	112	HEALTH SERVICES	40131-53220	MENTAL HEALTH	2509 5380 1	\$113.96
70881322	11/03/2025	V000059	FOSTER & FOSTER , INC	101	GENERAL FUND	1105-532313	PROFESSIONAL COU	Prep. of GASB 75 AG#294PA25	\$7,500.00
70881323	11/03/2025	136667	GARETH J BRISCOE	101	GENERAL FUND	1031-53280	COUNTY COUNSEL	SPECIAL DEPARTMENTAL EXP	\$384.03
70881324	11/03/2025	142511	GRAINGER INC	106	PUBLIC SAFETY	2036-53170	JUVENILE HALL	AC 830621579	\$317.29
70881325	11/03/2025	129531	JOHN LESSLEY QUALITY INNOVATIO	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	PROFESSIONAL/SPECIAL SERV	\$260.00
70881326	11/03/2025	101699	JOHN W CORNELISON DBA	112	HEALTH SERVICES	40121-53220	PUBLIC HEALTH	OFFICE EXPENSE	\$10.73
70881326	11/03/2025	101699	JOHN W CORNELISON DBA	112	HEALTH SERVICES	40131-53180	MENTAL HEALTH	MTCE STRUCT-IMPRV-GROUNDS	\$20.00
70881326	11/03/2025	101699	JOHN W CORNELISON DBA	112	HEALTH SERVICES	40131-53220	MENTAL HEALTH	OFFICE EXPENSE	\$53.59
70881327	11/03/2025	106086	LOCUM TENENS COM	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	PROFESSIONAL/SPECIAL SERV	\$2,600.00
70881328	11/03/2025	104757	OFFICE DEPOT (BUSINESS SVCS DI	113	CHILD SUPPORT	5015-53220	CHILD SUPPORT SE	89517192	\$83.50
70881329	11/03/2025	113442	OPTUM360	112	HEALTH SERVICES	40251-53220	CLINIC SERVICES	1024422	\$148.23
70881330	11/03/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	7031-53300	CORNING VETERANS	2856470763-7	\$7.08
70881330	11/03/2025	101231	PACIFIC GAS & ELECTRIC	112	HEALTH SERVICES	40121-53300	PUBLIC HEALTH	0590316959-6	\$55.49
70881330	11/03/2025	101231	PACIFIC GAS & ELECTRIC	112	HEALTH SERVICES	40121-53300	PUBLIC HEALTH	0631983623-2	\$1,553.88
70881330	11/03/2025	101231	PACIFIC GAS & ELECTRIC	112	HEALTH SERVICES	40121-53300	PUBLIC HEALTH	4423493458-4	\$1,039.87
70881330	11/03/2025	101231	PACIFIC GAS & ELECTRIC	112	HEALTH SERVICES	40121-53300	PUBLIC HEALTH	9090130622-6	\$5.35

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70881330	11/03/2025	101231	PACIFIC GAS & ELECTRIC	112	HEALTH SERVICES	40131-53300	MENTAL HEALTH	0590316959-6	\$87.96
70881330	11/03/2025	101231	PACIFIC GAS & ELECTRIC	112	HEALTH SERVICES	40131-53300	MENTAL HEALTH	0631983623-2	\$1,134.04
70881330	11/03/2025	101231	PACIFIC GAS & ELECTRIC	112	HEALTH SERVICES	40131-53300	MENTAL HEALTH	4423493458-4	\$1,268.35
70881330	11/03/2025	101231	PACIFIC GAS & ELECTRIC	112	HEALTH SERVICES	40131-53300	MENTAL HEALTH	9090130622-6	\$6.52
70881330	11/03/2025	101231	PACIFIC GAS & ELECTRIC	112	HEALTH SERVICES	40171-53300	DRUG & ALCOHOL	0590316959-6	\$141.99
70881330	11/03/2025	101231	PACIFIC GAS & ELECTRIC	112	HEALTH SERVICES	40171-53300	DRUG & ALCOHOL	0631983623-2	\$1,494.22
70881330	11/03/2025	101231	PACIFIC GAS & ELECTRIC	112	HEALTH SERVICES	40171-53300	DRUG & ALCOHOL	4423493458-4	\$535.14
70881330	11/03/2025	101231	PACIFIC GAS & ELECTRIC	112	HEALTH SERVICES	40171-53300	DRUG & ALCOHOL	9090130622-6	\$2.75
70881330	11/03/2025	101231	PACIFIC GAS & ELECTRIC	112	HEALTH SERVICES	40251-53300	CLINIC SERVICES	0590316959-6	\$461.59
70881330	11/03/2025	101231	PACIFIC GAS & ELECTRIC	112	HEALTH SERVICES	40251-53300	CLINIC SERVICES	0631983623-2	\$3,178.64
70881330	11/03/2025	101231	PACIFIC GAS & ELECTRIC	112	HEALTH SERVICES	40251-53300	CLINIC SERVICES	4423493458-4	\$497.05
70881330	11/03/2025	101231	PACIFIC GAS & ELECTRIC	112	HEALTH SERVICES	40251-53300	CLINIC SERVICES	9090130622-6	\$2.55
70881331	11/03/2025	101241	PAINT MARTS	108	SOCIAL SERVICES	5013-53180	SOCIAL SERVICES	R404889	\$37.66
70881332	11/03/2025	102904	PITNEY BOWES	112	HEALTH SERVICES	40121-53250	PUBLIC HEALTH	0017321861	\$380.21
70881332	11/03/2025	102904	PITNEY BOWES	112	HEALTH SERVICES	40131-53250	MENTAL HEALTH	0017321861	\$352.30
70881332	11/03/2025	102904	PITNEY BOWES	112	HEALTH SERVICES	40171-53250	DRUG & ALCOHOL	0017321861	\$40.34
70881332	11/03/2025	102904	PITNEY BOWES	112	HEALTH SERVICES	40251-53250	CLINIC SERVICES	0017321861	\$116.19
70881333	11/03/2025	130929	PRAXIS WITH INTEGRITY CONSULTI	112	HEALTH SERVICES	40131-53290	MENTAL HEALTH	EMPLOYEE TRAVEL/TRAINING	\$200.00
70881334	11/03/2025	131712	PREMIER INDEPENDENCE INC	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	PROFESSIONAL/SPECIAL SERV	\$25,912.50
70881335	11/03/2025	127714	PROVIDER HEALTHCARE, LLC	112	HEALTH SERVICES	40251-53230	CLINIC SERVICES	PROFESSIONAL/SPECIAL SERV	\$16,280.00
70881336	11/03/2025	101509	SHELBY'S PEST CONTROL	108	SOCIAL SERVICES	5013-53180	SOCIAL SERVICES	MTCE STRUCT-IMPRV-	\$145.00

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			INC					GROUND	
70881337	11/03/2025	117079	VERIZON WIRELESS	106	PUBLIC SAFETY	2035-53120	DAY REPORTING CE	AC 770720905-00041 thru 10/18/	\$248.34
70881337	11/03/2025	117079	VERIZON WIRELESS	106	PUBLIC SAFETY	2036-53120	JUVENILE HALL	770720905-00041 thru 10/18/25	\$158.80
70881337	11/03/2025	117079	VERIZON WIRELESS	106	PUBLIC SAFETY	2037-53120	PROBATION	770720905-00041 thru 10/18/25	\$1,163.92
70881337	11/03/2025	117079	VERIZON WIRELESS	106	PUBLIC SAFETY	2037-53120	PROBATION	770720905-0023 THRU 10/18/25	\$204.03
70881338	11/03/2025	V000256	WEST COAST PAPER CO INC	108	SOCIAL SERVICES	5013-53140	SOCIAL SERVICES	1895	\$326.80
70881339	11/03/2025	135829	ADAM LINDAUER	102	ROAD FUND	3011-53110	ROAD DEPARTMENT	SAFETY BOOT REIMBURSEMENT 2025	\$116.04
70881340	11/03/2025	V000585	COUNTY WELFARE DIRECTORS ASSOC	108	SOCIAL SERVICES	5013-53290	SOCIAL SERVICES	EMPLOYEE TRAVEL/TRAINING	\$450.00
70881341	11/03/2025	T00755	DANIEL H MICKE	421	TAX COLLECTOR TR	421-301311	NOT APPLICABLE	024-310-004-000 2025	\$601.44
70881342	11/03/2025	101743	DEANNA GEE TRUSTEE-HEALTH AGEN	112	HEALTH SERVICES	40131-53290	MENTAL HEALTH	EMPLOYEE TRAVEL/TRAINING	\$140.41
70881342	11/03/2025	101743	DEANNA GEE TRUSTEE-HEALTH AGEN	112	HEALTH SERVICES	40251-53220	CLINIC SERVICES	OFFICE EXPENSE	\$11.00
70881343	11/03/2025	V000197	DEVIN PIKE	601	AIR POLLUTION DI	60110-53290	AIR POLLUTION DI	CAPCOA	\$66.00
70881344	11/03/2025	T00756	KAREN SKELTON	421	TAX COLLECTOR TR	421-301311	NOT APPLICABLE	031-290-086-000 2025	\$60.00
70881345	11/03/2025	104018	KYLE BUTTON	102	ROAD FUND	3011-53110	ROAD DEPARTMENT	SAFETY BOOTS 2025	\$300.00
70881346	11/03/2025	T00757	MARY J PIERCE	421	TAX COLLECTOR TR	421-301311	NOT APPLICABLE	039-370-060-000 2025	\$759.36
70881347	11/03/2025	124029	NCCDI	112	HEALTH SERVICES	40121-53280	PUBLIC HEALTH	SPECIAL DEPARTMENTAL EXP	\$15.00

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70881347	11/03/2025	124029	NCCDI	112	HEALTH SERVICES	40131-53280	MENTAL HEALTH	SPECIAL DEPARTMENTAL EXP	\$15.00
70881348	11/04/2025	122809	AMERICAN JANITORIAL & MAINTENA	112	HEALTH SERVICES	40121-53140	PUBLIC HEALTH	HOUSEHOLD EXPENSE	\$1,750.96
70881348	11/04/2025	122809	AMERICAN JANITORIAL & MAINTENA	112	HEALTH SERVICES	40131-53140	MENTAL HEALTH	HOUSEHOLD EXPENSE	\$2,459.44
70881348	11/04/2025	122809	AMERICAN JANITORIAL & MAINTENA	112	HEALTH SERVICES	40171-53140	DRUG & ALCOHOL	HOUSEHOLD EXPENSE	\$534.14
70881348	11/04/2025	122809	AMERICAN JANITORIAL & MAINTENA	112	HEALTH SERVICES	40251-53140	CLINIC SERVICES	HOUSEHOLD EXPENSE	\$1,500.46
70881349	11/04/2025	V000364	DEVELOPMENT COMPLIANCE SOLUTIO	115	BUILDING & SAFET	2065-53230	BUILDING & SAFET	151PA25	\$2,829.00
70881350	11/04/2025	104716	DIVERSIFIED SERVICES/COPY CENT	115	BUILDING & SAFET	2065-53220	BUILDING & SAFET	Stop Work Orders for Building	\$75.24
70881351	11/04/2025	104716	DIVERSIFIED SERVICES/COPY CENT	101	GENERAL FUND	1023-53200	ASSESSOR	in24711	\$418.18
70881352	11/04/2025	104716	DIVERSIFIED SERVICES/COPY CENT	101	GENERAL FUND	1023-53220	ASSESSOR	in24678	\$2,273.63
70881353	11/04/2025	135358	FASTRAK	113	CHILD SUPPORT	5015-53290	CHILD SUPPORT SE	EMPLOYEE TRAVEL/TRAINING	\$8.00
70881354	11/04/2025	136121	HUNT & SONS LLC	115	BUILDING & SAFET	2065-53291	BUILDING & SAFET	Acct 6098 BPO428170	\$499.85
70881355	11/04/2025	127078	M SUSAN HAUN	112	HEALTH SERVICES	40121-53230	PUBLIC HEALTH	PROFESSIONAL/SPECIAL SERV	\$8,500.00
70881356	11/04/2025	101241	PAINT MARTS	108	SOCIAL SERVICES	5013-53180	SOCIAL SERVICES	R404889	\$204.37
70881357	11/04/2025	V000455	PATRICK BOREL	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	PROFESSIONAL/SPECIAL SERV	\$375.00
70881358	11/04/2025	101267	PEERLESS BUILDING	113	CHILD SUPPORT	5015-53140	CHILD SUPPORT SE	HOUSEHOLD EXPENSE	\$1,155.30

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			MAINT INC						
70881359	11/04/2025	130243	PRIME42 LLC	113	CHILD SUPPORT	5015-53230	CHILD SUPPORT SE	PROFESSIONAL/SPECIAL SERV	\$35.00
70881360	11/04/2025	106620	RALEYS IN STORE CHARGE	112	HEALTH SERVICES	40121-53280	PUBLIC HEALTH	5000323-102391-92225	\$27.66
70881360	11/04/2025	106620	RALEYS IN STORE CHARGE	112	HEALTH SERVICES	40121-53280	PUBLIC HEALTH	5000323-102413-92525	\$42.56
70881361	11/04/2025	127224	RED BLUFF JOINT UNION HIGH	112	HEALTH SERVICES	40121-53280	PUBLIC HEALTH	SPECIAL DEPARTMENTAL EXP	\$14.20
70881362	11/04/2025	105130	REMI VISTA INC	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	PROFESSIONAL/SPECIAL SERV	\$61,109.54
70881363	11/04/2025	126210	RESTPADD HEALTH CORP	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	SUPPORT & CARE OF PERSONS	\$58,396.00
70881364	11/04/2025	119576	RESTPADD	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	SUPPORT & CARE OF PERSONS	\$67,980.00
70881365	11/04/2025	112809	SAVE MART SUPERMARKET	112	HEALTH SERVICES	40171-53280	DRUG & ALCOHOL	SPECIAL DEPARTMENTAL EXP	\$25.51
70881366	11/04/2025	130112	SHANNON BOWLIN	106	PUBLIC SAFETY	2026-53230	PUBLIC DEFENDER	SERVICES NOV 2025	\$4,000.00
70881367	11/04/2025	105424	TEHAMA COUNTY DEPT OF EDUCATIO	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	001007	\$19,098.76
70881368	11/04/2025	111041	THE SAIL HOUSE INC	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	SUPPORT & CARE OF PERSONS	\$19,050.00
70881369	11/04/2025	120407	VERIZON BUSINESS	101	GENERAL FUND	1023-53120	ASSESSOR	in6126343273 acc770720905	\$307.44
70881370	11/04/2025	117079	VERIZON WIRELESS	113	CHILD SUPPORT	5015-53120	CHILD SUPPORT SE	770720905-00038	\$114.03
70881371	11/04/2025	107171	VESPER MASONIC TEMPLE ASSOC	112	HEALTH SERVICES	40121-53260	PUBLIC HEALTH	NOVEMBER 2025 RENT	\$1,730.08
70881371	11/04/2025	107171	VESPER MASONIC TEMPLE	112	HEALTH SERVICES	40131-53260	MENTAL HEALTH	NOVEMBER 2025 RENT	\$2,110.22

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			ASSOC						
70881371	11/04/2025	107171	VESPER MASONIC TEMPLE ASSOC	112	HEALTH SERVICES	40171-53260	DRUG & ALCOHOL	NOVEMBER 2025 RENT	\$890.33
70881371	11/04/2025	107171	VESPER MASONIC TEMPLE ASSOC	112	HEALTH SERVICES	40251-53260	CLINIC SERVICES	NOVEMBER 2025 RENT	\$826.97
70881372	11/04/2025	129754	VICTOR COMMUNITY SUPPORT SERVI	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	PROFESSIONAL/SPECIAL SERV	\$278,659.34
70881373	11/04/2025	118871	VISTA PACIFICA ENT INC	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	SUPPORT & CARE OF PERSONS	\$22,600.00
70881374	11/04/2025	105571	WILLOW GLEN CARE CENTER	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	SUPPORT & CARE OF PERSONS	\$75,740.00
70881374	11/04/2025	105571	WILLOW GLEN CARE CENTER	112	HEALTH SERVICES	40131-55407	MENTAL HEALTH	INSTITUTE MENTAL DISEASE	\$34,170.00
70881375	11/04/2025	V000633	ZND RESIDENTIAL INC	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	PROFESSIONAL/SPECIAL SERV	\$10,398.12
70881377	11/04/2025	V000700	ETHAN J BIRNBERG TRUSTEE	106	PUBLIC SAFETY	106-208100	NOT APPLICABLE	23CI 000349/20CI-000041	\$30,947.70
70881379	11/04/2025	T00758	DALE PATRICK BLAIR ETAL	307	CURRENT YEAR SEC	307-301800	NOT APPLICABLE	029306005000 2024	\$268.52
70881380	11/04/2025	V000722	DARRELL ALLEN	449	DA RESTITUTION	449-301800	NOT APPLICABLE	RESTITUTION FOR NATHAN HILL	\$1,000.00
70881381	11/04/2025	T00760	DAVID H MINEAR JR	307	CURRENT YEAR SEC	307-301800	NOT APPLICABLE	007450037000 2022	\$1,294.67
70881381	11/04/2025	T00760	DAVID H MINEAR JR	307	CURRENT YEAR SEC	307-301800	NOT APPLICABLE	007450037000 2023	\$1,494.93
70881381	11/04/2025	T00760	DAVID H MINEAR JR	307	CURRENT YEAR SEC	307-301800	NOT APPLICABLE	007450037000 2024	\$1,518.79
70881382	11/04/2025	120882	DIGNITY HEALTH REG OFFICE-SAC	101	GENERAL FUND	4024-53230	AMBULANCE SERVIC	153-704000-57800-000 NOV 2025	\$4,500.00
70881384	11/04/2025	132334	KENNETH W BOWLIN	106	PUBLIC SAFETY	2026-53230	PUBLIC DEFENDER	SERVICES NOV 2025	\$4,000.00

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70881389	11/04/2025	108794	POSTMASTER	101	GENERAL FUND	1052-53220	ELECTIONS	Postage Account BR-15-001	\$2,000.00
70881390	11/04/2025	112066	RED BLUFF MEADOW VISTA ASSOCIA	101	GENERAL FUND	5062-55400	COMMUNITY ACTION	CAA Deposit #208	\$861.00
70881391	11/04/2025	T00761	REYNOLDS CONSUMER PRODUCTS LLC	307	CURRENT YEAR SEC	307-301800	NOT APPLICABLE	035470023000 2023	\$16,103.12
70881392	11/04/2025	V000712	ROBERT MCFARLEN	115	BUILDING & SAFET	2065-53110	BUILDING & SAFET	BOOT REIMBURSEMENT 2025	\$209.61
70881393	11/04/2025	T00759	SANDRA HUGHEY	307	CURRENT YEAR SEC	307-301800	NOT APPLICABLE	0731010060000 2020	\$1,228.83
70881394	11/04/2025	T00762	SANDRA LEE HUGHEY REV TR 7/17/	307	CURRENT YEAR SEC	307-301800	NOT APPLICABLE	073101006000 2021	\$1,369.27
70881394	11/04/2025	T00762	SANDRA LEE HUGHEY REV TR 7/17/	307	CURRENT YEAR SEC	307-301800	NOT APPLICABLE	073101006000 2022	\$1,378.19
70881394	11/04/2025	T00762	SANDRA LEE HUGHEY REV TR 7/17/	307	CURRENT YEAR SEC	307-301800	NOT APPLICABLE	073101006000 2023	\$1,433.10
70881394	11/04/2025	T00762	SANDRA LEE HUGHEY REV TR 7/17/	307	CURRENT YEAR SEC	307-301800	NOT APPLICABLE	073101006000 2024	\$1,466.22
70881395	11/04/2025	115047	SHASTA REGIONAL MEDICAL CENTER	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	PROFESSIONAL/SPECIAL SERV	\$2,800.00
70881398	11/04/2025	117079	VERIZON WIRELESS	117	TRANSPORTATION O	3037-53230	TRAX	442340919-00002	\$798.21
70881398	11/04/2025	117079	VERIZON WIRELESS	527	TC TRANS COMM AD	3033-53120	TCTC PLANNING	442340919-00002	\$641.68
70881400	11/05/2025	107355	AIRGAS USA LLC	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	SNIPTEMBER Oxygen	\$104.79
70881401	11/05/2025	132399	AMAZON CAPITAL SERVICES	535	TC CHILD & FAMIL	53510-53220	TC CHILD & FAMIL	A3S7MY8K7CJBZ0	\$263.33
70881401	11/05/2025	132399	AMAZON CAPITAL SERVICES	535	TC CHILD & FAMIL	53510-555206	TC CHILD & FAMIL	A3S7MY8K7CJBZ0	\$354.75

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70881401	11/05/2025	132399	AMAZON CAPITAL SERVICES	535	TC CHILD & FAMIL	53510-555219	TC CHILD & FAMIL	A3S7MY8K7CJBZ0	\$48.39
70881401	11/05/2025	132399	AMAZON CAPITAL SERVICES	535	TC CHILD & FAMIL	53510-555220	TC CHILD & FAMIL	A3S7MY8K7CJBZ0	\$2,243.21
70881401	11/05/2025	132399	AMAZON CAPITAL SERVICES	535	TC CHILD & FAMIL	53510-555221	TC CHILD & FAMIL	A3S7MY8K7CJBZ0	\$348.06
70881402	11/05/2025	103939	AT&T	101	GENERAL FUND	2075-53120	OFFICE OF EMERG	9394066749	\$244.53
70881402	11/05/2025	103939	AT&T	101	GENERAL FUND	4011-53120	ENVIRONMENTAL HE	9391032902	\$166.27
70881402	11/05/2025	103939	AT&T	106	PUBLIC SAFETY	2027-53120	SHERIFF	9391032841	\$36.08
70881402	11/05/2025	103939	AT&T	106	PUBLIC SAFETY	2027-53120	SHERIFF	9391032926	\$91.12
70881402	11/05/2025	103939	AT&T	108	SOCIAL SERVICES	5013-53120	SOCIAL SERVICES	9391037769	\$12.36
70881403	11/05/2025	V000558	B & T CA LLC	101	GENERAL FUND	4011-53170	ENVIRONMENTAL HE	MAINTENANCE OF EQUIPMENT	\$16.00
70881404	11/05/2025	107169	BAY ALARM	106	PUBLIC SAFETY	2032-53250	JAIL	76866	\$585.00
70881405	11/05/2025	111995	BETTER CHOICES INC	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	PROFESSION/SPEC OTHER	\$1,800.00
70881406	11/05/2025	122025	BIMBO BAKERIES USA	106	PUBLIC SAFETY	2032-53130	JAIL	64-000010291-04	\$360.00
70881407	11/05/2025	132804	BOEHRINGER INGELHEIM ANIMAL HE	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	IMRAB 3TB (50x1DS)	\$1,379.07
70881408	11/05/2025	V000640	CALIBER OFFICE FURNITURE	103	CAPITAL OUTLAY	1081-57586	PLANT ACQUISITIO	PO428988	\$22,952.73
70881409	11/05/2025	112712	CARDAN AIRCRAFT SERVICES INC	106	PUBLIC SAFETY	2027-53260	SHERIFF	BACK PAY RENT	\$208.62
70881409	11/05/2025	112712	CARDAN AIRCRAFT SERVICES INC	106	PUBLIC SAFETY	2027-53260	SHERIFF	TEHAMA COUNTY SHERIFF	\$2,387.04
70881410	11/05/2025	102768	CHILDREN FIRST	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	PROFESSION/SPEC OTHER	\$1,290.00

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70881411	11/05/2025	112120	DAVIS COURIER SERVICE	101	GENERAL FUND	1023-53220	ASSESSOR	in23922 acc448 PO429030	\$74.34
70881412	11/05/2025	T0027247	DAY MANAGEMENT CORP. INC.	106	PUBLIC SAFETY	2027-53170	SHERIFF	11125699	\$2,737.28
70881413	11/05/2025	110482	DOMINION VOTING SYSTEMS INC	101	GENERAL FUND	1052-53220	ELECTIONS	Agmt 2025-057	\$2,347.20
70881414	11/05/2025	133368	ECO MEDICAL INC	101	GENERAL FUND	2072-53230	SHERIFF - CORONE	TCSO 22840 ANTELOPE	\$135.00
70881414	11/05/2025	133368	ECO MEDICAL INC	106	PUBLIC SAFETY	2032-53230	JAIL	TCSO 502 OAK ST	\$234.00
70881415	11/05/2025	V000233	GENUINE PARTS COMPANY INC	101	GENERAL FUND	2061-53170	AGRICULTURE COMM	Wipers for# 246	\$40.23
70881416	11/05/2025	113113	GREEN WASTE OF TEHAMA	106	PUBLIC SAFETY	2032-53230	JAIL	10097	\$125.97
70881417	11/05/2025	113244	GREEN WASTE OF TEHAMA	535	TC CHILD & FAMIL	53510-53300	TC CHILD & FAMIL	4018-2781765	\$47.81
70881418	11/05/2025	V000088	HEALTH MANAGEMENT ASSOCIATES I	106	PUBLIC SAFETY	2032-53230	JAIL	TEHAMA CO SHERIFF	\$69,729.06
70881419	11/05/2025	115028	HILL'S PET NUTRITION SALES INC	101	GENERAL FUND	2078-53280	DIV OF ANIMAL SE	Cat & Dog Food	\$450.52
70881420	11/05/2025	136121	HUNT & SONS LLC	101	GENERAL FUND	2061-53291	AGRICULTURE COMM	B-428170-25 Fuel	\$977.53
70881420	11/05/2025	136121	HUNT & SONS LLC	101	GENERAL FUND	2062-53291	CODE/MARIJUANA E	6176	\$258.51
70881420	11/05/2025	136121	HUNT & SONS LLC	101	GENERAL FUND	2078-53291	DIV OF ANIMAL SE	B-428170-25	\$192.91
70881420	11/05/2025	136121	HUNT & SONS LLC	101	GENERAL FUND	4011-53291	ENVIRONMENTAL HE	6012	\$234.97
70881420	11/05/2025	136121	HUNT & SONS LLC	101	GENERAL FUND	5062-53291	COMMUNITY ACTION	6238 CAA	\$59.40
70881420	11/05/2025	136121	HUNT & SONS LLC	116	SENIOR NUTRITION	5063-53291	SENIOR NUTRITION	6238 MOW	\$12.81
70881421	11/05/2025	115402	LIONAKIS	103	CAPITAL OUTLAY	1081-57586	PLANT ACQUISITIO	JAIL RE-ENTRY	\$15,900.00
70881422	11/05/2025	120101	MANDI SELVESTER	101	GENERAL FUND	1052-53230	ELECTIONS	Agmt 412PA24	\$300.00
70881423	11/05/2025	120024	MARILYN J WOOLEY PH D	106	PUBLIC SAFETY	2032-53230	JAIL	TEHAMA CO SHERIFF	\$500.00

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70881424	11/05/2025	123038	MENDES SUPPLY COMPANY	106	PUBLIC SAFETY	2032-53140	JAIL	0007377	\$866.11
70881425	11/05/2025	V000447	MORGAN VAZQUEZ	535	TC CHILD & FAMIL	53510-555206	TC CHILD & FAMIL	COMM STRENGTH/BUILDING	\$3,500.00
70881426	11/05/2025	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	Syr 03cc	\$54.76
70881426	11/05/2025	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-532807	DIV OF ANIMAL SE	cought tab,amoxicillin	\$300.84
70881426	11/05/2025	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-532807	DIV OF ANIMAL SE	Ostifen	\$10.97
70881426	11/05/2025	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-532807	DIV OF ANIMAL SE	Ostifen chew 75mg	\$13.50
70881427	11/05/2025	106919	NORTHERN CAL CHILD DEVELOPMENT	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	PROFESSION/SPEC OTHER	\$33,636.82
70881427	11/05/2025	106919	NORTHERN CAL CHILD DEVELOPMENT	535	TC CHILD & FAMIL	53510-555206	TC CHILD & FAMIL	COMM STRENGTH/BUILDING	\$1,500.00
70881428	11/05/2025	123562	OBSIDIAN	106	PUBLIC SAFETY	2027-53170	SHERIFF	TEHAMA CO SHERIFF	\$15,672.41
70881428	11/05/2025	123562	OBSIDIAN	106	PUBLIC SAFETY	2027-53230	SHERIFF	TEHAMA CO SHERIFF	\$1,888.25
70881429	11/05/2025	104757	OFFICE DEPOT (BUSINESS SVCS DI	101	GENERAL FUND	4011-53220	ENVIRONMENTAL HE	44149	\$432.41
70881429	11/05/2025	104757	OFFICE DEPOT (BUSINESS SVCS DI	115	BUILDING & SAFET	2065-53220	BUILDING & SAFET	Acct# 89517192	\$459.49
70881430	11/05/2025	133323	OFFICE THREE SIXTY INC	101	GENERAL FUND	2078-53220	DIV OF ANIMAL SE	Folders	\$139.32
70881431	11/05/2025	130285	PLEXUS GLOBAL LLC	102	ROAD FUND	3011-53230	ROAD DEPARTMENT	PROFESSIONAL/SPECIAL SERV	\$873.00
70881431	11/05/2025	130285	PLEXUS GLOBAL LLC	105	FIRE FUND	2042-53230	FIRE SCH C VOL	PROFESSIONAL/SPECIAL SERV	\$78.00

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70881432	11/05/2025	117529	PRO PACIFIC	106	PUBLIC SAFETY	2032-53130	JAIL	61960	\$321.72
70881433	11/05/2025	108185	PRODUCERS DAIRY FOODS INC	106	PUBLIC SAFETY	2032-53130	JAIL	818652	\$544.90
70881434	11/05/2025	135299	REDDING SPINE AND SPORTS MEDIC	106	PUBLIC SAFETY	20321-532395	JAIL - HEALTH SE	03261977	\$679.00
70881435	11/05/2025	134904	S&R ENTERPRISES INC	113	CHILD SUPPORT	5015-53280	CHILD SUPPORT SE	SPECIAL DEPARTMENTAL EXP	\$490.00
70881436	11/05/2025	113581	SATELLITE TRACKING OF PEOPLE L	106	PUBLIC SAFETY	2032-53230	JAIL	0016-000048	\$4,273.65
70881436	11/05/2025	113581	SATELLITE TRACKING OF PEOPLE L	106	PUBLIC SAFETY	2032-53230	JAIL	0016-000049	\$2,585.40
70881437	11/05/2025	131443	SMARTSHEET INC	535	TC CHILD & FAMIL	535-105580	NOT APPLICABLE	3654981	\$214.76
70881437	11/05/2025	131443	SMARTSHEET INC	535	TC CHILD & FAMIL	53510-53220	TC CHILD & FAMIL	3654981	\$644.29
70881438	11/05/2025	108325	STAPLES ADVANTAGE	106	PUBLIC SAFETY	2027-53220	SHERIFF	LA1054406	\$681.85
70881439	11/05/2025	107566	SYSCO	106	PUBLIC SAFETY	2032-53130	JAIL	619919	\$1,925.86
70881439	11/05/2025	107566	SYSCO	106	PUBLIC SAFETY	2032-53140	JAIL	619919	\$316.49
70881440	11/05/2025	122810	TRANSUNION RISK	106	PUBLIC SAFETY	2027-53230	SHERIFF	859113	\$160.00
70881441	11/05/2025	V000217	TRUEPOINT SOLUTIONS LLC	601	AIR POLLUTION DI	60110-57603	AIR POLLUTION DI	Agr#2025-173 Encumbered 23/24	\$3,960.00
70881441	11/05/2025	V000217	TRUEPOINT SOLUTIONS LLC	601	AIR POLLUTION DI	60110-57603	AIR POLLUTION DI	Encumbered 23/24 Agr:2025-173	\$6,765.00
70881442	11/05/2025	135756	TRUSTED TECH TEAM LLC	601	AIR POLLUTION DI	60110-53170	AIR POLLUTION DI	MAINTENANCE OF EQUIPMENT	\$54.61
70881443	11/05/2025	134948	UBEO MIDCO LLC	106	PUBLIC SAFETY	2027-53220	SHERIFF	5271551	\$39.53
70881443	11/05/2025	134948	UBEO MIDCO LLC	106	PUBLIC SAFETY	2027-53250	SHERIFF	5271551	\$12.22

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70881444	11/05/2025	101798	VALLEY VETERINARY CLINIC	101	GENERAL FUND	2078-53230	DIV OF ANIMAL SE	#2024-336 SN for October	\$5,620.00
70881444	11/05/2025	101798	VALLEY VETERINARY CLINIC	101	GENERAL FUND	2078-532807	DIV OF ANIMAL SE	MED DON October	\$1,164.60
70881444	11/05/2025	101798	VALLEY VETERINARY CLINIC	106	PUBLIC SAFETY	2027-5323016	SHERIFF	208362	\$100.12
70881444	11/05/2025	101798	VALLEY VETERINARY CLINIC	106	PUBLIC SAFETY	2029-53230	SHERIFF ANIMAL R	220569	\$2,046.36
70881445	11/05/2025	117079	VERIZON WIRELESS	101	GENERAL FUND	2061-53120	AGRICULTURE COMM	10/19/25-10/18/25 service	\$379.40
70881445	11/05/2025	117079	VERIZON WIRELESS	101	GENERAL FUND	2078-53120	DIV OF ANIMAL SE	742624470-00001MiFi 9/24-10/23	\$38.01
70881445	11/05/2025	117079	VERIZON WIRELESS	101	GENERAL FUND	4011-53120	ENVIRONMENTAL HE	770720905-00032	\$70.24
70881445	11/05/2025	117079	VERIZON WIRELESS	601	AIR POLLUTION DI	60110-53120	AIR POLLUTION DI	Acct# 770720905-00044	\$139.17
70881446	11/05/2025	112950	WEST MARINE	106	PUBLIC SAFETY	2024-53170	BOATING GRANTS	461884	\$61.05
70881447	11/05/2025	V000441	WISE REFRIGERATION	101	GENERAL FUND	2072-57608	SHERIFF - CORONE	TCSO	\$10,000.00
70881448	11/05/2025	130779	HEIDI MENDENHALL	535	TC CHILD & FAMIL	53510-53220	TC CHILD & FAMIL	OFFICE SUPPLIES	\$13.12
70881448	11/05/2025	130779	HEIDI MENDENHALL	535	TC CHILD & FAMIL	53510-555219	TC CHILD & FAMIL	EIP	\$125.00
70881448	11/05/2025	130779	HEIDI MENDENHALL	535	TC CHILD & FAMIL	53510-555220	TC CHILD & FAMIL	CRM TRAINING	\$2,050.00
70881449	11/05/2025	V000721	LORNA GUNSAULS	101	GENERAL FUND	101-207766	NOT APPLICABLE	DEVELOPEMENT IMPACT FEES	\$1,553.00
70881450	11/05/2025	123562	OBSIDIAN	527	TC TRANS COMM AD	3033-53230	TCTC PLANNING	PROFESSIONAL/SPECIAL SERV	\$1,842.37
70881451	11/05/2025	130642	OPTIMIZE WORLDWIDE INC	527	TC TRANS COMM AD	3033-53230	TCTC PLANNING	PROFESSIONAL/SPECIAL SERV	\$75.00
70881451	11/05/2025	130642	OPTIMIZE WORLDWIDE	527	TC TRANS COMM AD	3034-53230	TCTC ADMINISTRAT	PROFESSIONAL/SPECIAL	\$50.00

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			INC					SERV	
70881452	11/05/2025	101232	PACIFIC GAS & ELECTRIC	117	TRANSPORTATION O	3037-53300	TRAX	4985704735-8	\$1,878.28
70881453	11/05/2025	135960	TIMOTHY PETERS	112	HEALTH SERVICES	40121-53290	PUBLIC HEALTH	EMPLOYEE TRAVEL/TRAINING	\$1,225.34
70881454	11/05/2025	134948	UBEO MIDCO LLC	527	TC TRANS COMM AD	3033-53220	TCTC PLANNING	OFFICE EXPENSE	\$269.91
70881455	11/06/2025	115432	ALPHA VISTA PROPERTIES LLC	113	CHILD SUPPORT	5015-53260	CHILD SUPPORT SE	RENT/LEASE OF BUILDINGS	\$5,015.27
70881456	11/06/2025	122809	AMERICAN JANITORIAL & MAINTENA	220	TC SOLID WASTE M	4045-53230	TC/RB LANDFILL M	PROFESSIONAL/SPECIAL SERV	\$475.00
70881457	11/06/2025	103939	AT&T	101	GENERAL FUND	6021-53120	LIBRARY	9391037345	\$360.59
70881457	11/06/2025	103939	AT&T	101	GENERAL FUND	7031-53120	CORNING VETERANS	9391032961	\$35.21
70881459	11/06/2025	133447	AUTOZONE DEVELOPMENT CORP	106	PUBLIC SAFETY	2028-53170	AUTO SHOP	11715864	\$57.05
70881460	11/06/2025	122460	BIG VALLEY SANITATION INC	102	ROAD FUND	3011-53250	ROAD DEPARTMENT	RENT/LEASE OF EQUIPMENT	\$116.50
70881461	11/06/2025	V000530	BLUE TRITON BRANDS INC	712	TEHAMA MAJOR CRI	71210-53230	TEHAMA MAJOR CRI	8730225486	\$50.24
70881462	11/06/2025	118030	BRAKE PARTS SUPPLY	106	PUBLIC SAFETY	2028-53170	AUTO SHOP	2452	\$124.57
70881463	11/06/2025	109928	CDW GOVERNMENT INC	101	GENERAL FUND	1023-53800	ASSESSOR	inAG5PM5G cus11431177	\$1,331.98
70881464	11/06/2025	102768	CHILDREN FIRST	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	PROFESSION/SPEC OTHER	\$180.00
70881465	11/06/2025	100376	CITY OF RED BLUFF	101	GENERAL FUND	6021-53300	LIBRARY	UTILITIES	\$230.76
70881466	11/06/2025	100442	CORNING LUMBER CO INC	102	ROAD FUND	3011-53180	ROAD DEPARTMENT	TEHARO	\$8.77
70881466	11/06/2025	100442	CORNING LUMBER CO INC	102	ROAD FUND	3011-53280	ROAD DEPARTMENT	TEHARO	\$47.40
70881467	11/06/2025	108456	CROWN MOTORS	106	PUBLIC SAFETY	2028-53170	AUTO SHOP	137883	\$283.92
70881468	11/06/2025	135923	CRUSADER FENCE CO LLC	108	SOCIAL SERVICES	5013-53180	SOCIAL SERVICES	MTCE STRUCT-IMPRV-	\$1,758.00

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								GROUNDS	
70881470	11/06/2025	T0041012	DASH MEDICAL GLOVES	106	PUBLIC SAFETY	2032-53220	JAIL	31227	\$1,247.10
70881471	11/06/2025	114247	DEBBIE FOX-CHOW DVM	101	GENERAL FUND	2078-53230	DIV OF ANIMAL SE	#150PA24 SN Van 9/12, 10/14	\$1,500.00
70881471	11/06/2025	114247	DEBBIE FOX-CHOW DVM	101	GENERAL FUND	2078-53230	DIV OF ANIMAL SE	#198PA23 Shelter Svc Jul-Sep	\$3,000.00
70881472	11/06/2025	116123	DEER CREEK BROADCASTING LLC	504	TCSLA GRANTS	50410-558005	TCSLA GRANTS	4725	\$1,500.00
70881473	11/06/2025	100525	DEMCO SUPPLY INC	101	GENERAL FUND	6021-53220	LIBRARY	OFFICE EXPENSE	\$867.24
70881474	11/06/2025	136051	ELIOR INC	116	SENIOR NUTRITION	5063-53130	SENIOR NUTRITION	A7022	\$4,200.00
70881475	11/06/2025	108526	EXPRESS PERSONNEL SERVICES INC	106	PUBLIC SAFETY	2027-53230	SHERIFF	33750345	\$653.45
70881475	11/06/2025	108526	EXPRESS PERSONNEL SERVICES INC	106	PUBLIC SAFETY	2032-53230	JAIL	33750345	\$1,477.50
70881476	11/06/2025	116059	FARM BUREAU NEWS	504	TCSLA GRANTS	50410-558005	TCSLA GRANTS	UOBG (USED OIL)	\$55.00
70881477	11/06/2025	134605	FASTENERS INC	101	GENERAL FUND	1074-53170	FACILITIES MAINT	MAINTENANCE OF EQUIPMENT	\$6.61
70881478	11/06/2025	V000233	GENUINE PARTS COMPANY INC	101	GENERAL FUND	1074-53170	FACILITIES MAINT	MAINTENANCE OF EQUIPMENT	\$38.19
70881479	11/06/2025	119865	GHD INC	102	ROAD FUND	3015-53230	ROAD CAPITAL PRO	PROFESSIONAL/SPECIAL SERV	\$8,859.74
70881480	11/06/2025	142511	GRAINGER INC	102	ROAD FUND	3011-53190	ROAD DEPARTMENT	832564827	\$94.69
70881480	11/06/2025	142511	GRAINGER INC	102	ROAD FUND	3011-532801	ROAD DEPARTMENT	SHOP SUPPLIES EXPENSE	\$94.70
70881481	11/06/2025	113113	GREEN WASTE OF TEHAMA	101	GENERAL FUND	1074-53180	FACILITIES MAINT	MTCE STRUCT-IMPRV-GROUNDS	\$157.75
70881481	11/06/2025	113113	GREEN WASTE OF TEHAMA	101	GENERAL FUND	7021-53606	PARKS & RECREATI	RIDGEWAY PARK	\$33.65

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70881482	11/06/2025	113429	GREEN WASTE OF TEHAMA	108	SOCIAL SERVICES	5013-53140	SOCIAL SERVICES	4018-2756737-001	\$72.01
70881483	11/06/2025	136121	HUNT & SONS LLC	101	GENERAL FUND	1074-53170	FACILITIES MAINT	6013	\$435.28
70881483	11/06/2025	136121	HUNT & SONS LLC	101	GENERAL FUND	1074-53291	FACILITIES MAINT	6013	\$2,426.00
70881483	11/06/2025	136121	HUNT & SONS LLC	101	GENERAL FUND	6021-53291	LIBRARY	6022	\$119.31
70881483	11/06/2025	136121	HUNT & SONS LLC	113	CHILD SUPPORT	5015-53291	CHILD SUPPORT SE	6174	\$38.52
70881484	11/06/2025	131709	INDEPENDENCE ROCK MEDIA GROUP	113	CHILD SUPPORT	5015-53230	CHILD SUPPORT SE	PROFESSIONAL/SPECIAL SERV	\$250.00
70881485	11/06/2025	102715	JOEL SNOW DBA	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	MAINTENANCE OF EQUIPMENT	\$4.76
70881486	11/06/2025	108877	LEXIS NEXIS RISK DATA MGMT INC	113	CHILD SUPPORT	5015-53200	CHILD SUPPORT SE	4525ZDMTK	\$167.00
70881488	11/06/2025	134086	MCC ENGINEERING	102	ROAD FUND	3011-53230	ROAD DEPARTMENT	PROFESSIONAL/SPECIAL SERV	\$7,089.31
70881488	11/06/2025	134086	MCC ENGINEERING	102	ROAD FUND	3015-53230	ROAD CAPITAL PRO	PROFESSIONAL/SPECIAL SERV	\$7,481.66
70881489	11/06/2025	121834	MEALS ON WHEELS OF AMERICA	116	SENIOR NUTRITION	5063-53200	SENIOR NUTRITION	Meals on Wheels Membership	\$250.00
70881490	11/06/2025	123038	MENDES SUPPLY COMPANY	101	GENERAL FUND	1074-53140	FACILITIES MAINT	0007366	\$1,025.24
70881491	11/06/2025	101170	NORTH MAIN EQUIPMENT	101	GENERAL FUND	1074-53170	FACILITIES MAINT	MAINTENANCE OF EQUIPMENT	\$628.51
70881491	11/06/2025	101170	NORTH MAIN EQUIPMENT	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	PO 41573	\$122.25
70881492	11/06/2025	101180	NVCSS	108	SOCIAL SERVICES	5013-53230	SOCIAL SERVICES	PROFESSIONAL/SPECIAL SERV	\$10,223.31
70881493	11/06/2025	110884	O'REILLY AUTOMOTIVE INC	106	PUBLIC SAFETY	2028-53170	AUTO SHOP	1047279	\$208.67

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70881494	11/06/2025	104757	OFFICE DEPOT (BUSINESS SVCS DI	101	GENERAL FUND	2073-53220	PUB GUARDIAN / P	89517192	\$167.54
70881495	11/06/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	6021-53300	LIBRARY	383060327-0	\$3,755.29
70881497	11/06/2025	112147	PANORAMIC SOFTWARE INC	101	GENERAL FUND	2073-53170	PUB GUARDIAN / P	MAINTENANCE OF EQUIPMENT	\$1,837.50
70881498	11/06/2025	101267	PEERLESS BUILDING MAINT INC	102	ROAD FUND	3011-53140	ROAD DEPARTMENT	HOUSEHOLD EXPENSE	\$2,590.00
70881499	11/06/2025	101276	PETERSON TRACTOR	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	MAINTENANCE OF EQUIPMENT	\$69.53
70881500	11/06/2025	110618	PITNEY BOWES INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	0011632611	\$25.00
70881501	11/06/2025	V000668	PREMIER METAL LLC	106	PUBLIC SAFETY	2032-53180	JAIL	TEHCOU001	\$1,467.68
70881502	11/06/2025	127583	PRESTIGE RADIOLOGY INC	106	PUBLIC SAFETY	20321-532394	JAIL - HEALTH SE	TEHAMA CO JAIL	\$5,513.00
70881503	11/06/2025	121598	RELIAS LEARNING	112	HEALTH SERVICES	40121-53230	PUBLIC HEALTH	SEPT 2025	\$677.83
70881503	11/06/2025	121598	RELIAS LEARNING	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	SEPT 2025	\$1,161.27
70881503	11/06/2025	121598	RELIAS LEARNING	112	HEALTH SERVICES	40171-53230	DRUG & ALCOHOL	SEPT 2025	\$387.60
70881503	11/06/2025	121598	RELIAS LEARNING	112	HEALTH SERVICES	40251-53230	CLINIC SERVICES	SEPT 2025	\$343.17
70881504	11/06/2025	102334	SATCOM GLOBAL INC	106	PUBLIC SAFETY	2027-53120	SHERIFF	5028WCC	\$187.35
70881505	11/06/2025	123088	TRITES BACKFLOW SERVICES INC	101	GENERAL FUND	6021-53180	LIBRARY	MTCE STRUCT-IMPRV-GROUNDS	\$200.00
70881506	11/06/2025	V000217	TRUEPOINT SOLUTIONS LLC	601	AIR POLLUTION DI	60110-57603	AIR POLLUTION DI	Agr#2025-173	\$12,540.00
70881507	11/06/2025	135756	TRUSTED TECH TEAM LLC	101	GENERAL FUND	1073-53170	GENERAL SERVICES	MICROSOFT 365/DEFENDER	\$34.08
70881508	11/06/2025	134948	UBEO MIDCO LLC	101	GENERAL FUND	2073-53170	PUB GUARDIAN / P	TC38	\$98.51
70881509	11/06/2025	105075	US FOODS INC	106	PUBLIC SAFETY	2032-53130	JAIL	3370715	\$1,721.92

Tehama County
TEBK400 - Check Register
Issue Dates between Nov 2, 2025 and Nov 8, 2025

Report Generated on: Nov 10, 2025 8:20:44 AM

Check Number	Check Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Check Amount
70881510	11/06/2025	117079	VERIZON WIRELESS	101	GENERAL FUND	2073-53120	PUB GUARDIAN / P	770720905-00036	\$268.58
70881511	11/06/2025	136143	VESTIS SERVICES LLC	106	PUBLIC SAFETY	2028-53230	AUTO SHOP	792263916	\$157.28
70881512	11/06/2025	102610	WASTE MANAGEMENT CORPORATE SER	220	TC SOLID WASTE M	4045-53280	TC/RB LANDFILL M	33 16191 23002	\$136.96
70881513	11/06/2025	V000256	WEST COAST PAPER CO INC	101	GENERAL FUND	7021-53604	PARKS & RECREATI	MILL CREEK PARK	\$379.60
70881514	11/06/2025	135829	ADAM LINDAUER	102	ROAD FUND	3011-53230	ROAD DEPARTMENT	DOT PHYSICAL	\$80.00
70881515	11/06/2025	136528	ALICIA MEYER	101	GENERAL FUND	6021-53280	LIBRARY	ART SUPPLIES REIMB	\$41.23
70881516	11/06/2025	V000724	AMBER CLAY	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT AND CARE - OTHER	\$200.00
70881519	11/06/2025	V000715	BKS LAW FIRM A PROFESSIONAL CO	603	TC FLOOD CTRL/WA	60310-53230	TC FLOOD CTRL/WA	PROFESSIONAL/SPECIAL SERV	\$3,877.50
70881523	11/06/2025	103346	DMV RENEWAL	106	PUBLIC SAFETY	2027-53170	SHERIFF	SE48522	\$32.00
70881531	11/06/2025	119450	JOE TONA	601	AIR POLLUTION DI	60110-53290	AIR POLLUTION DI	CAPCOA MEETING TRAVEL/TRAINING	\$774.48
70881536	11/06/2025	118804	MARIN CONSULTING ASSOCIATES	106	PUBLIC SAFETY	2032-53290	JAIL	TEHAMA CO - V.MANZO	\$375.00
70881538	11/06/2025	103161	NATHAN STAVROS	102	ROAD FUND	3011-53110	ROAD DEPARTMENT	SAFETY BOOTS 2025	\$175.00
70881541	11/06/2025	101232	PACIFIC GAS & ELECTRIC	117	TRANSPORTATION O	3037-53300	TRAX	4985704735-8	\$1,878.28
70881543	11/06/2025	102927	ROBBIE REED	102	ROAD FUND	3011-53110	ROAD DEPARTMENT	SAFETY BOOTS 2025	\$274.13
70881547	11/06/2025	102478	TEHAMA COUNTY CLERK & RECORDER	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT AND CARE - OTHER	\$29.00
70881551	11/06/2025	117079	VERIZON WIRELESS	115	BUILDING & SAFET	2065-53120	BUILDING & SAFET	Account 707720905-00031	\$395.13
70881553	11/07/2025	133924	ANA MEX PROMOTIONS	113	CHILD SUPPORT	5015-53230	CHILD SUPPORT SE	0327	\$900.00

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
70881554	11/07/2025	102447	CAL APCO ASSOCIATION	601	AIR POLLUTION DI	60110-53290	AIR POLLUTION DI	Retreat Registration	\$863.00
70881555	11/07/2025	132407	CAPITAL ONE	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	648271	\$719.11
70881556	11/07/2025	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	1026-53170	TAX COLLECTOR	ACCT #TC57 AG#190PA24	\$59.33
70881556	11/07/2025	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	1026-53170	TAX COLLECTOR	AG#190PA24 AC #TC57	\$306.49
70881557	11/07/2025	115376	EL DORADO COUNTY DCSS	113	CHILD SUPPORT	5015-53230	CHILD SUPPORT SE	PROFESSIONAL/SPECIAL SERV	\$6,250.00
70881558	11/07/2025	134605	FASTENERS INC	102	ROAD FUND	3011-53270	ROAD DEPARTMENT	SMALL TOOLS & INSTRUMENTS	\$20.58
70881558	11/07/2025	134605	FASTENERS INC	102	ROAD FUND	3011-53280	ROAD DEPARTMENT	SPECIAL DEPARTMENTAL EXP	\$64.84
70881559	11/07/2025	113434	FEDEX	101	GENERAL FUND	2062-53230	CODE/MARIJUANA E	6393-5994-8	\$39.85
70881560	11/07/2025	113113	GREEN WASTE OF TEHAMA	101	GENERAL FUND	2062-53230	CODE/MARIJUANA E	4019-10196	\$303.80
70881561	11/07/2025	101699	JOHN W CORNELISON DBA	108	SOCIAL SERVICES	5013-53170	SOCIAL SERVICES	MAINTENANCE OF EQUIPMENT	\$8.26
70881562	11/07/2025	110951	LIEBERT CASSIDY WHITMORE	101	GENERAL FUND	1041-53230	PERSONNEL	PROFESSIONAL/SPECIAL SERV	\$285.00
70881563	11/07/2025	135843	MEEDER PUBLIC FUNDS INC	320	INTEREST CLEARIN	32010-440305	INTEREST CLEARIN	July - Sept 2025 AG#TTC001	\$6,576.77
70881564	11/07/2025	116981	NORCAL PRESORT	101	GENERAL FUND	1026-53220	TAX COLLECTOR	AC Tax Collector#1026 PO36715	\$97.97
70881564	11/07/2025	116981	NORCAL PRESORT	101	GENERAL FUND	1026-53220	TAX COLLECTOR	AC#Tax Collector#1026 PO36714	\$333.54
70881564	11/07/2025	116981	NORCAL PRESORT	101	GENERAL FUND	1026-53220	TAX COLLECTOR	AC#Tax Collector#1026 PO36715	\$187.42

Tehama County
TEBK400 - Check Register
Issue Dates between Nov 2, 2025 and Nov 8, 2025

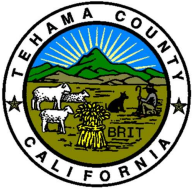
Report Generated on: Nov 10, 2025 8:20:44 AM

Check Number	Check Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Check Amount
70881564	11/07/2025	116981	NORCAL PRESORT	101	GENERAL FUND	1026-53220	TAX COLLECTOR	P.O.#36714 Tax Collector#1026	\$162.74
70881565	11/07/2025	102677	NORCAL SERVICES FOR THE DEAF	108	SOCIAL SERVICES	5013-53230	SOCIAL SERVICES	PROFESSIONAL/SPECIAL SERV	\$250.00
70881566	11/07/2025	104757	OFFICE DEPOT (BUSINESS SVCS DI	101	GENERAL FUND	1026-53220	TAX COLLECTOR	ACCT #89517192	\$37.30
70881566	11/07/2025	104757	OFFICE DEPOT (BUSINESS SVCS DI	101	GENERAL FUND	1026-53230	TAX COLLECTOR	ACCT 89517192	\$87.92
70881566	11/07/2025	104757	OFFICE DEPOT (BUSINESS SVCS DI	101	GENERAL FUND	2062-53220	CODE/MARIJUANA E	44149	\$308.08
70881567	11/07/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	6021-53300	LIBRARY	5187236272-1	\$61.78
70881568	11/07/2025	114012	PRE-SORT CENTER	101	GENERAL FUND	1026-53220	TAX COLLECTOR	AG#320PA25	\$7,148.58
70881569	11/07/2025	101509	SHELBY'S PEST CONTROL INC	102	ROAD FUND	3011-53140	ROAD DEPARTMENT	HOUSEHOLD EXPENSE	\$290.00
70881570	11/07/2025	108976	STEVEN HILL DBA	101	GENERAL FUND	2062-53230	CODE/MARIJUANA E	PROFESSIONAL/SPECIAL SERV	\$500.00
70881570	11/07/2025	108976	STEVEN HILL DBA	101	GENERAL FUND	2062-532341	CODE/MARIJUANA E	NUISANCE ABATMENT EXP	\$1,200.00
70881571	11/07/2025	V000725	SWANK MOVIE LICENSING USA	101	GENERAL FUND	6021-53280	LIBRARY	SPECIAL DEPARTMENTAL EXP	\$550.00
70881572	11/07/2025	V000184	TECHNICAL RESOURCE MANAGEMENT	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	FS-14078	\$54.00
70881573	11/07/2025	122810	TRANSUNION RISK	101	GENERAL FUND	1026-53220	TAX COLLECTOR	ACCT #1353487 AG018PA21	\$100.00
70881574	11/07/2025	113681	WORLD TELECOM INC	108	SOCIAL SERVICES	5013-53170	SOCIAL SERVICES	MAINTENANCE OF EQUIPMENT	\$156.25
70881575	11/07/2025	112395	HOME DEPOT CREDIT SERVICES	102	ROAD FUND	3011-53180	ROAD DEPARTMENT	MTCE STRUCT-IMPRV-GROUNDS	\$234.89

Tehama County
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70881575	11/07/2025	112395	HOME DEPOT CREDIT SERVICES	102	ROAD FUND	3011-53270	ROAD DEPARTMENT	SMALL TOOLS & INSTRUMENTS	\$51.43
70881575	11/07/2025	112395	HOME DEPOT CREDIT SERVICES	102	ROAD FUND	3011-53280	ROAD DEPARTMENT	SPECIAL DEPARTMENTAL EXP	\$2,620.01
70881575	11/07/2025	112395	HOME DEPOT CREDIT SERVICES	605	TC SANITATION DI	60510-53140	TC SANITATION DI	HOUSEHOLD EXPENSE	\$33.06
70881575	11/07/2025	112395	HOME DEPOT CREDIT SERVICES	605	TC SANITATION DI	60510-53180	TC SANITATION DI	MTCE STRUCT-IMPRV-GROUNDS	\$85.73
70881576	11/07/2025	133064	JACKLYN COOK	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	\$360.00
70881577	11/07/2025	T00765	JOHNSON FAMILY TRUST 5/1/06	307	CURRENT YEAR SEC	307-301800	NOT APPLICABLE	025090082000 2024	\$43.06
70881578	11/07/2025	136442	LUARA FIERCE	112	HEALTH SERVICES	40251-53290	CLINIC SERVICES	NATIONAL ASS OF RURAL CL CONF	\$625.00
70881579	11/07/2025	T00763	MARTA DIXON ETAL	300	C/Y UNSECURED	300-301800	NOT APPLICABLE	063240007000 2025	\$40.56
70881580	11/07/2025	127551	MICHAEL JOSEPH KLEIN	108	SOCIAL SERVICES	5013-55400	SOCIAL SERVICES	SUPPORT & CARE OF PERSONS	\$15,000.00
70881581	11/07/2025	T00764	NORMIE J RODGERS LIV TR 4/5/25	300	C/Y UNSECURED	300-301800	NOT APPLICABLE	063240007000 2025	\$29.28
70881582	11/07/2025	101232	PACIFIC GAS & ELECTRIC	102	ROAD FUND	3011-53300	ROAD DEPARTMENT	4264120917-8	\$101.73
70881582	11/07/2025	101232	PACIFIC GAS & ELECTRIC	102	ROAD FUND	3011-53300	ROAD DEPARTMENT	5408033337-7	\$2,559.50
70881583	11/07/2025	134089	TIA BRANTON TRUSTEE	101	GENERAL FUND	2062-53220	CODE/MARIJUANA E	PETTY CASH ACCOUNT	\$20.00



Tehama County

Agenda Request Form

File #: 25-1995

Agenda Date: 11/25/2025

Agenda #: 2.

AUDITOR'S CLAIMS

Requested Action(s)

- a) Court Operations, 2009-555215, State Treasurer-Cash Management, \$23,122.50
- b) Court Operations, 2009-555215, State Treasurer-Cash Management, \$156,990.00

Financial Impact:

As listed.

Background Information:

As listed.

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

CLAIMANT'S NAME **STATE TREASURER-CTSMD FINANCE**

ADDRESS **901 P STREE, 2ND FLOOR, RM 213-B
SACRAMENTO, CA 95814**

(Do not address if transaction is between County departments)

DEPARTMENT: **Trial Court Contribution**

AUDITORS USE ONLY

COUNTY CLAIM No:

VENDOR No:
101620

KP & VERIFIED:

PURCHASE ORDER / AGREEMENT No.:

NEEDS BOARD APPROVAL

FUND / DEPT.	ACCT. No.	PROJECT No.	ACCT. No.	WARRANT DESCRIPTION (25 positions)	AMOUNT
2009	555210			TEHAMA COUNTY GC77201 (b) (2)	\$ 156,990.00
				11/10/25	
				PLEASE RETURN WARRANT TO FRAN	
DATE	DESCRIPTION - CLAIMS MUST BE ITEMIZED AND INVOICES ATTACHED				TOTAL
11/10/2025	25% PAYMENT 4th INSTALLMENT 2025-26 REQUIRED BY AB233 CHAPTER 850 STATUTES OF 1997 WITH REDUCTIONS FOR AB139 & AB145 REQUIRED BY AB1759 CHAPTER 157 STATUTES OF 2003 #3 OF 4 2025-26 * Tehama County MOE Annual requirement of \$627,958 Required by AB227 Chapter 383				\$156,990.00

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

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

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

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

AUDITORS USE ONLY

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

KRISTA PETERSON
Auditor-Controller

By **AZ 11/10/25**
Deputy County Auditor

BOARD OF SUPERVISORS

Approved:
Date
Chairman

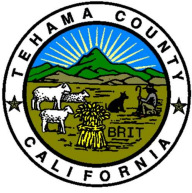
CLAIMANT

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

SIGNED

Department Head or Authorized Signature / Date

11/10/25



Tehama County

Agenda Request Form

File #: 25-2016

Agenda Date: 11/25/2025

Agenda #: 3.

SHERIFF

Requested Action(s)

a) Request approval and authorization for the Sheriff to sign the application for submittal to the Division of Boating and Waterways, State of California-Natural Resources Agency for funding in the amount of \$404,217.91, for the Boating and Safety Enforcement Financial Aid program for FY 2026-27

b) RESOLUTION - Request adoption of the resolution authorizing the Sheriff, or his designee, to sign and submit an application to the California Department of Parks and Recreation, Division of Boating and Waterways for the boating Safety and Enforcement Financial Aid Program for Fiscal Year 2026-27, and accept, if awarded, funding in the anticipated amount of \$133,448, and to have signature authority on all program-related documents to carry out the purpose of this resolution

Financial Impact:

This anticipated revenue will be utilized to fund the Sheriff's Office Boating Unit.

Background Information:

This Financial Aid Program has been in place for well over 30+ years to fund the boating unit along with the boating taxes that the county collects. These funds cover one full time Sergeant salary and his back up which could be a Detective or Deputy listed on the Marine Patrol. It also funds some repairs on the boats, equipment, training, boat fuel, and mileage.

The Department's application requests funds in the amount of \$404,217.91 but the state anticipates funding in the amount of \$133,448, and requested the Resolution reflects the lesser amount.



Application for Financial Aid -- 801

Fiscal Year 26/27

Agency Tehama County Sheriff's OfficeCounty TehamaAddress 22840 Antelope Blvd. Red Bluff, CA 96080**General Description of Boating Safety and Enforcement Programs:**

(Give a comprehensive description of all programs in the County. If more space is needed, please attach a separate sheet).

Waterways to be Patrolled					Estimated Density by Quarter ^{a/}			
Lakes, Open Ocean	Area in Square Miles	Primary Usage ^{b/}	Type(s) of Patrols ^{c/}	FT or PT ^{d/}	1st	2nd	3rd	4th
1. Black Butte Lake	7	B	C	FT	100	50	25	100
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								
11.								
12.								
13.								
14.								
Rivers	Length in Miles	Primary Usage ^{b/}	Type(s) of Patrols ^{c/}	FT or PT ^{d/}	1st	2nd	3rd	4th
1. Sacramento	81	B	C	FT	75	40	10	100
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								

a/ Enter the highest number of boats on the waterway at any one time on any one day in each quarter, excluding holidays and holiday weekends.

b/ A = Fishing; B = Combined recreational boating activities (fishing, water skiing, pleasure boating, etc.)

c/ On-water, foot, truck/vehicle, and/or air

d/ FT = Full-time; PT = Part-time. If less than full-time, specify patrol schedule on a separate sheet.



Boating Safety and Enforcement Aid Program
Proposed Program Costs -- 801.1
Fiscal Year 26/27

Agency Tehama County Sheriff's Office

Address 22840 Antelope Blvd. Red Bluff, CA 96080

County Tehama

Proposed Program Costs

1. Personnel (Form 801.2)	\$370,217.91
2. Operations, Maintenance and Equipment (Form 801.3) ^{a/}	\$34,000.00
3. Total direct BS&E proposed program cost (2+3)	\$404,217.91
4. Administrative costs ^{b/}	
5. Total BS&E proposed program costs (3+4)	\$404,217.91
6. Less: Boat Taxes (Form 801.4)	\$51,076.30
7. Total Net Proposed Program Cost (5-6)	\$353,141.61

a/ New applicant agencies should use 30% of personnel costs to estimate operations, maintenance and equipment costs in lieu of form 801.3.

b/ Administrative costs cannot exceed five percent of direct BS&E proposed program cost (line 3).

County Authorized Representative:

SIGNATURE

DATE

DAVE KAIN, SHERIFF-CORONER
 TYPED NAME AND TITLE

(530) 529-7950
 TELEPHONE



Boating Safety and Enforcement Aid Program
Proposed Personnel Costs -- 801.2
Fiscal Year 26/27

Agency Tehama County Sheriff's OfficeCounty Tehama

Proposed Personnel Costs

Employee Compensation

	Title (NO NAMES)	Grade	No. Hours or Months	Pay per Hour or Month	Total Compensation
1.	Sergeant	6	2,080.00	\$49.75	\$103,480.00
2.	Captain	6	520.00	\$103.89	\$54,022.80
3.	Detective	6	520.00	\$69.29	\$36,028.20
4.	Deputy	6	520.00	\$65.52	\$34,070.40
5.	Sergeant	6	520.00	\$77.88	\$40,497.60
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					
18.					
19.					
20.					
21.	Total		4,160.00		\$268,099.00

22. Average Customary Fringe Benefit Percent 38.09000000%

23. Total Proposed Personnel Costs \$370,217.91



Boating Safety and Enforcement Aid Program

Proposed Operations, Maintenance and Equipment Costs -- 801.3

Fiscal Year 26/27

Agency Tehama County SheriffCounty Tehama

Patrol Vessels: Fuel \$10,000.00 + Repair \$10,000.00 + Storage _____ = \$ 20,000.00

Vehicles: Miles 20,000 Mileage Allowance 0.70 = 14,000

LIST OTHER O&M AND EQUIPMENT

1.	\$	
2.	\$	
3.	\$	
4.	\$	
5.	\$	
6.	\$	
7.	\$	
8.	\$	
9.	\$	
##	\$	
11.	\$	
12.	\$	
13.	\$	
14.	\$	
15.	\$	
16.	\$	
17.	\$	
18.	\$	
19.	\$	
20.	\$	
21.	\$	
22.	\$	
23.	\$	
24.	\$	
25.	\$	
Total		\$ <u>34,000.00</u>

Fiscal Year 2026/2027

Agency

Tehama County S.B.

County

Tehama

Total estimated costs are offset by the estimated prior year vessel taxes received by the county to determine the maximum amount of financial aid you are eligible for. Vessel taxes received by the county represent 100% of the amount received by the county from the share of personal property taxes on vessels allocated to the County General Fund for boating safety and enforcement activities. Report on line 1 the estimated amount of prior year vessel taxes you anticipate you will receive.

1. Estimated boat tax revenues from prior fiscal year

\$ 51,076.30

C e r t i f i c a t i o n

I attest that I am a duly authorized representative of the auditor's office of

Tehama County county/city;

and that this calculation results in the best estimate of boat tax revenues

for the fiscal year noted.

Haydee Arellano

SIGNATURE

10/29/25

DATE

Haydee Arellano, Deputy Auditor

TYPED NAME AND TITLE

530-527-3474

TELEPHONE

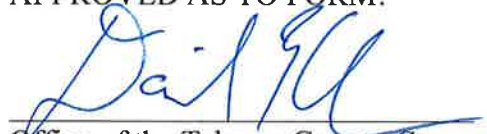
E-Contract Review
Approval as to Form

Department Name: Tehama County Sheriff's Office

Vendor Name: California State Parks and Recreation

Document Description: Application for boating safety and enforcement financial aid program

APPROVED AS TO FORM:



Office of the Tehama County Counsel

Daniel B. Klausner, Senior Deputy County Counsel

Date: _____

12/23/25

RESOLUTION NO. 2025-_____
A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF TEHAMA
AUTHORIZING THE TEHAMA COUNTY SHERIFF'S OFFICE TO APPLY FOR AND
ACCEPT FUNDING FOR FISCAL YEAR 2026-2027 BOATING SAFETY AND
ENFORCEMENT FINANCIAL AID PROGRAM FROM THE STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION, DIVISION OF BOATING AND
WATERWAYS IN THE AMOUNT OF \$133,448.00 AND AUTHORIZATION TO
PARTICIPATE IN THE PROGRAM.

WHEREAS funding from the Boating Safety and Enforcement Financial Aid Program helps support the provision of necessary law enforcement services on the waterways of Tehama County; and

WHEREAS Harbors and Navigation Code Section 663.7 and California Code of Regulations Section 6593 together require that certain assurance be provided as a condition of receiving such financial aid; and

NOW, THEREFORE, BE IT RESOLVED that the Tehama County Sheriff, or his designee, is hereby authorized and directed on behalf of the COUNTY OF TEHAMA, a political subdivision of the State of California, to submit an application to the California Department of Parks and Recreation, Division of Boating and Waterways for the Boating Safety and Enforcement Financial Aid Program for Fiscal Year 2026-2027, and accept, if awarded, funding in the anticipated amount of \$133,448.00, and to have signature authority on all program-related documents and to perform everything necessary to carry out the purpose of this Resolution.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Board of Supervisors of the County of Tehama that the Tehama County Sheriff's Office Boating Safety Unit is authorized to participate in the Fiscal Year 2026-2027 Boating Safety and Enforcement Financial Aid Program, that it shall expend on boating safety programs not less than an amount equal to 100% of the amount received by the County from personal property taxes on vessels, and that the County Auditor is authorized to certify the amount of prior year vessel taxes received by the County.

Passed and approved this _____ day of _____, 20_____

Certification

I, _____, duly appointed and
(Name)

Deputy Clerk of the Board of Supervisors do hereby certify that the above is a true and correct copy of a resolution passed and approved by the Board of Supervisors of the County of Tehama on the

_____ day of _____, 20_____

(Official Position)

(Signature)

(Date)

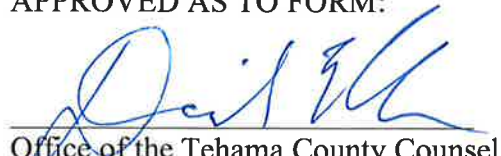
E-Contract Review
Approval as to Form

Department Name: Tehama County Sheriff's Office

Vendor Name: Board of Supervisors

Document Description: Resolution Authorizing Application for and Acceptance of Funds
for Boating Safety

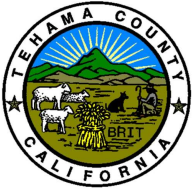
APPROVED AS TO FORM:



Office of the Tehama County Counsel

Daniel B. Klausner, Senior Deputy County Counsel

Date: 10/30/25



Tehama County

Agenda Request Form

File #: 25-1906

Agenda Date: 11/25/2025

Agenda #: 4.

SHERIFF

Requested Action(s)

a) AGREEMENT - Request approval and authorization for the Chairman to sign the Agreement with Lexipol, LLC for access to the Lexipol Knowledge Management System and subscriptions for the Law Enforcement Policy Manual and Law Enforcement Daily Training Bulletins Services; and for the Custody Policy Manual, and Custody Daily Training Bulletins Services, for the rates as listed, with a maximum contract amount not to exceed \$21,187.47, effective 12/1/25 and shall terminate 11/30/26

Financial Impact:

The funds are budgeted in Maintenance of Equipment accounts (53170), \$11,210.66 in the Sheriff's Budget 2027 and \$9,976.81 in the Jail Budget 2032. The maximum compensation will not exceed \$21,187.47.

Background Information:

Lexipol is a proven on-line policy manual and daily training tool for law enforcement personnel. The Lexipol system has helped public agencies reduce risk and stay ahead of litigation trends while communicating clear and concise guidance to employees. This agreement continues the progress toward automating comprehensive policies and training in law enforcement and custody.

The on-line policy manual and daily training tool for law enforcement personnel has been utilized successfully since 2012.

AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND LEXIPOL, LLC

This agreement is entered into between the County of Tehama, (“County”) and Lexipol, LLC (“Contractor”) for Tehama County Sheriff’s Office access to the Lexipol Knowledge Management System and subscriptions for the Law Enforcement Policy Manual and Daily Training Bulletin Services, and the Custody Policy Manual and Custody Daily Training Bulletin Services.

1. RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall provide County with access to the Lexipol Knowledge Management System as set forth in the Responsibilities and Scope of Work attached hereto, as Exhibit B.

2. RESPONSIBILITIES OF THE COUNTY

County shall compensate Contractor for said services pursuant to Section 3 and 4 of this agreement. County shall perform responsibilities as set forth in Exhibit C.

3. COMPENSATION

Contractor shall be paid an all-inclusive annual flat fee of \$11,210.66 for annual Law Enforcement updates and Law Enforcement Daily Training Bulletins, and an all-inclusive flat fee of \$9,976.81 for annual Corrections Policy Manual updates and Corrections Daily Training Bulletins, as set forth in the pricing proposal attached hereto as Exhibit D and E. The maximum contract amount shall not exceed \$21,187.47. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall not be paid any compensation or reimbursement beyond the flat fee amounts 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 contract 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.

TEHAMA COUNTY

AGREEMENT #: _____

4. **BILLING AND PAYMENT**

Contractor shall submit an invoice for the annual flat fee amounts to County at the commencement of the Subscription Service. County shall make payment of all undisputed amounts within 30 days of receipt of Contractor's invoice.

5. **TERM OF AGREEMENT**

This agreement shall commence on 12/1/25 and shall terminate on 11/30/26, unless terminated in accordance with section 6 below.

6. **TERMINATION OF AGREEMENT**

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

The County's right to terminate this agreement may be exercised by the Sheriff-Coroner.

7. **ENTIRE AGREEMENT; MODIFICATION**

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

8. **NONASSIGNMENT OF AGREEMENT**

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

9. **EMPLOYMENT STATUS**

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

10. **INDEMNIFICATION**

County understands that Contractor and its agents, employees and representatives have developed policy guidelines and content in a good faith effort to comply with all applicable statutes, case law and industry standards in effect at the time such policies were approved and adopted by County. County acknowledges that Contractor shall not be responsible for updating these policies to adhere to subsequent changes in the law or other conditions and those changes and updates will only be provided by Contractor as a part of an annual subscription. While Contractor has made a good faith effort to develop all policies and training in accordance with existing law and standards, County acknowledges that neither Contractor nor any of its agents, attorneys, employees or representatives are obligated to provide legal representation, defense, or indemnification for any litigation in which said policies are subject to challenge. To the fullest

extent permissible under applicable law, and except as otherwise herein, Contractor and/or other persons creating or transmitting the information and the service will in no event be liable to County or anyone else for any direct, indirect, consequential, incidental, special, exemplary, or punitive damages for the information, even if Contractor or other persons creating or transmitting the information or the service shall have been advised of the possibility of such damages. To the fullest extent permitted by law, Contractor or other persons creating or transmitting the service and the information shall have no responsibility or liability to County or anyone else under any tort, contract, negligence, strict liability, products liability or other theory with respect to any subject matter of this agreement or terms and conditions of use thereto with the exception of liability resulting from a finding of gross negligence, and/or willful and wanton conduct of Contractor.

11. **INSURANCE**

Contractor shall procure and maintain insurance pursuant to Exhibit A, “Insurance Requirements for Contractor,” attached hereto and incorporated by reference.

12. **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.

13. **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.

14. **COMPLIANCE WITH LAWS AND REGULATIONS**

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

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:

Lexipol, LLC
Attn: Angela Poole, Manager
2611 Internet Blvd. Ste. 100
Frisco, TX 75034
(469) 731-0826
apoole@lexipol.com

INVOICES SUBMITTED TO COUNTY:

Tehama County Sheriff's Office
Attn: Nickoli Brummond
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.

18. **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.

19. **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.

20. **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.

21. **EXHIBITS**

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

22. **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.

23. **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.

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 Contractor have executed this agreement on the day and year set forth below.

COUNTY OF TEHAMA

Date: _____

Sheriff-Coroner

Date: _____

Chairman, Board of Supervisors

Date: 10/8/2025 | 9:40 AM PDT


Authorized Agent

102227
Vendor Number

Multiple-53170
Budget Account Number

apoole@lexipol.com
Vendor Email Address

(469)-731-0826
Vendor/Contractor Phone Number

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

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

Commercial General Liability (including operations, products and completed operations)

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

Automobile Liability

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

Workers' Compensation

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

Professional Liability (Contractor/Professional services standard agreement only)

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

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

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

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

Endorsements: Additional Insureds

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

The certificate holder shall be “County of Tehama.”

Deductibles and Self-Insured Retentions

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

Primary Insurance Coverage

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

Coverage Cancellation

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

Acceptability of Insurers

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

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

Subcontractors

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

Material Breach

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

Policy Obligations

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

Verification of Coverage

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

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

Exhibit B

CONTRACTOR SCOPE OF WORK AND RESPONSIBILITIES

I. DESCRIPTION OF SERVICES

Through Lexipol's Website, Lexipol provides County with access to the Lexipol Knowledge Management System. Lexipol provides numerous subscriptions to this system, each with varying services depending on the level of subscription. The County is subscribing to the following services:

Policy Manual Development: Lexipol has created policy content that is specific to federal law and to California state law. This "master" content can then be customized by the County. The County is prompted through interactive online software to develop Policy Manuals standardized with regulatory requirements yet customized to the agency's unique mission, philosophy and resource availability. The proprietary software allows efficient and accurate generation of a draft version of the manual from an online questionnaire.

Daily Training Bulletin Component: The training component consists of Lexipol's Daily Training Bulletins (DTBs). These give Tehama County the ability to train and test employees on its policies and procedures. The DTBs consist of a brief scenario illustrating realistic circumstances officers typically encounter. Each scenario is linked to a policy, which puts the policy in an operational context and helps sworn personnel understand why the policy exists and how it applies to their daily tasks. The DTB system includes a brief test, which the officer must pass to be credited with the DTB training. Tehama County will receive DTB packages (via email) monthly, with each bulletin linked to a current policy. Your department staff will also have the ability to create their own customized DTBs in the Lexipol system as they identify areas that require additional training.

Lexipol's DTB training component allows Tehama County to track its training by officer, topic or policy. This information is archived electronically and can be produced immediately for current reports, or retrieved years later, thereby providing significant litigation and administrative support.

Updates: Lexipol provides regular updates in response to legislative mandates, case law and evolution in best practices. We also provide client alerts in response to precedent setting court decisions or events that call for immediate changes to policy. These updates would be customized for Tehama County and your mission.

Archiving: Each version of your manual is archived on the Lexipol system. This is an invaluable resource in defense litigation or personnel matters that call for authenticated copies of policy or training records years after an incident.

Cost Effective Development: A fully burdened officer can cost an agency upward of \$100K in salary and benefits. Most small to mid-sized agencies assign one officer to update and maintain their policy manual, which can consume 50% to 80% of the officer's time. A typical officer does not have the experience or resources to translate statutes, case law and emerging trends into usable, defensible policy in patrol, investigations, traffic, property, custody or personnel. At Lexipol we proactively do this work for you, typically at less than 5% of the cost of an officer.

Policy Training: The integrated Daily Training Bulletin component is a customized, scenario based daily training program that links directly to the policy manuals. The Daily Training Bulletin program is standardized, verifiable, realistic, and ongoing training that links directly to your policy manual. Archiving training records provides verifiable evidence of achieving specific learning objects.

Lexipol is uniquely qualified to provide our Policy Manual and Daily Training Bulletin service to Tehama County. For the past 10 years, we have created proven, court-tested law enforcement policy. Actuarial data shows Lexipol's unique, cost-effective policy and training system reduces the numbers of claims, and claims paid – typically by 69% over previous years. We have a 100% defense record of our policies in courtrooms across America.

In addition, Lexipol provides a highly cost-effective model and powerful, easy-to-use web-based tools that support your agencies and provide:

- Policies and procedures that reflect up-to-date, applicable industry standards and best practices.
- Customized content for Tehama County;
- Daily scenario-based training that reinforces your approved policies and procedures;
- Regular updates to your policies and procedures as statutes, case law, and regulations change

Lexipol is America's leading source of risk management resources for public safety organizations, delivering its services through a unique, web-based development system and integrated training component.

Training Support: Tehama County policy administrators may attend any and all online training sessions (which can be repeated as many times as necessary): 1) Knowledge Management System (KMS) Training – which is your portal for policy editing and development and 2) Project Management session – which will introduce your Policy manager to the Lexipol Electronic Client Toolkit (ECT) and the Project Management Guide (PMG).

Lexipol's Project Management – Guide and Electronic Toolkit are included in the Lexipol subscription fee, and will aid your agency in completing –your-manual in a timely fashion. Our Project Management Guide provides tips and guidelines on how to achieve this goal. The Electronic Toolkit contains a couple of “best practices” examples that may give your agency some ideas as to how others have implemented the manual.

Lexipol Program Development and Customer Service teams are also available throughout the development process to provide guidance and answer questions.

II. RESPONSIBILITIES OF CONTRACTOR

Lexipol shall keep all information County provides confidential and private unless required to provide information in accordance with an order from a court of competent jurisdiction. County acknowledges Lexipol may provide view only access and summary information to the County's affiliated Risk Management Authority, Insurance Pool or Group if they have provided an economic subsidy. Because security is important to Lexipol and our users, Lexipol will always

make reasonable efforts to ensure the security of Lexipol's systems. Lexipol employs security systems to protect the information Lexipol receives from Agency's users. The Lexipol Policy Website uses Secure Socket Layer (SSL) Protocol for browsers that support 128-bit encryption (such as Microsoft Internet Explorer 5 and greater). SSL encrypts information as it travels between customer and Lexipol. Please be aware that internet data transmission is not always 100% secure and Lexipol cannot warrant that information Agency transmits utilizing Lexipol's Service or Website is 100% secure.

III. DISCLAIMER OF WARRANTIES

Lexipol shall use its best efforts, including industry standards of care, to insure satisfactory quality, performance and accuracy.

IV. NON-WAIVER AND SEVERABILITY

If a court of competent jurisdiction holds any provision of this Agreement to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and agree that the other provisions of this Agreement remain in full force and effect.

Exhibit C

COUNTY RESPONSIBILITIES

I. MEMBER ACCOUNT, PASSWORD AND SECURITY

If any of the Services provided to County by this Website requires County to open an account, county must complete the registration process by providing Lexipol with current, complete and accurate information as prompted by the applicable registration form. County will also be able to change the user name and password on the account after initial login. County is entirely responsible for maintaining the confidentiality of County's password and account. County is entirely responsible for any and all activities that occur under County's account. County agrees to notify Lexipol immediately of any unauthorized use of County's account or any other breach of security.

County may not use any other County's account at any time, as County's password and user name are for the purchaser's sole use. Purchase(s) of content through this Website are not permitted to share, distribute, sell or otherwise transfer their password to other individuals. Significant or unusual use of a single user name and password (including, but not limited to; significant use of a single user name and password on multiple computers) could result in suspension of that password.

II. COPYRIGHT; DERIVATIVE WORKS; LEXIPOL'S OWNERSHIP

County acknowledges and agrees that the Subscription Material is a proprietary product of Lexipol, protected under U.S. copyright. County is hereby given the right to prepare Derivate Works; provided, however, that County acknowledges and agrees that Lexipol will be the sole owner of all right, title and interest in and to any and all Lexipol copyright Subscription material used in any Derivative Works prepared by or for County, including all copyrights pertaining thereto. County will take reasonable and appropriate measures to preclude release of Subscription material and Derivative Works therefrom to any third parties and will not remove from any copies of the Subscription Material provided by Lexipol to County any copyright notice or other proprietary notice of Lexipol appearing thereon, and shall include such copyright

and other notices and copyright disclaimers at the appropriate place on each copy of the Subscription Material and each copy of any Derivative Work made by County that is published or displayed by any means or in any medium. Copyright disclaimers used in Derivative Works made by or for County in accordance with the foregoing shall include the following texts:

The contents of all or most of the material contained herein is copyrighted by Lexipol Inc. unless otherwise indicated. All rights are reserved by Lexipol, and content may not be reproduced, disseminated, published, or transferred in any form or by any means, except with the prior written consent of Lexipol and the Tehama County Sheriff's Department. Copyright infringement is a violation of federal law subject to criminal and civil penalties.

III. RIGHT TO USE; LIMITATIONS ON USE OF SUBSCRIPTION MATERIAL AND DERIVATIVE WORKS

On and subject to the terms and conditions contained in this Agreement, County is hereby granted a perpetual right to use, the Subscription Material and any Derivative Works prepared by or for County solely for the conduct of County business. County will not copy, republish, lend, distribute, post of servers, transmit, redistribute, display, in whole or in part, by any means or medium, electronic or mechanical, or by any information storage and retrieval system, any Subscription Material or any Derivative Work prepared by or for County except as necessary and appropriate for the conduct of County business. County will not import any Subscription Material or any Derivative Work prepared by or for County into any third-party knowledge/content management system or service which provides services comparable to the services provided under this Agreement in competition with Lexipol, regardless of commercial purpose or compensation. The foregoing does not, however, prohibit or restrict County from providing Subscription Material or Derivative Works prepared by or for County pursuant to an order from a court or other governmental agency or other legal process, now does it prohibit or restrict County from displaying the adopted/approved final policy document on a publicly accessible website for official County purposes.

IV. PATENT AND COPYRIGHT INDEMNITY

Contractor shall not provide County with any product or design that violates or infringes any registered United States patent, copyright, trade secret or other intellectual property right. If County promptly notifies Contractor in writing of any their party claim against County that any software or other item provided to County by Contractor infringes any patent, copyright, trade secret or other intellectual property right of any third party, Contract shall indemnify, defend and hold harmless County against such claims. Contractor shall not indemnify County, however, to the extent the alleged infringement is caused by (1) County's modification of the software or item, (2) use of the software or item other than in accordance with the documentation or this agreement, (3) County's failure to use acceptable non-infringing corrections or enhancements made available by Contractor, or (4) information, specifications or materials provided by County or any third party. If any software or other item is, or in Contractor's reasonable opinion is likely to be held to be infringing, Contractor shall at its expense and option: (a) procure the right for County to continue using it; or (b) replace or modify it so that it becomes non-infringing while giving equivalent performance.

V. POLICY ADOPTION

The County hereby agrees and certifies that any and all policies developed and provided by Lexipol LCC and its agents, employees and representatives have been individually reviewed, customized and adopted for the exclusive use of the County. It is further acknowledged and agreed that Lexipol LLC and its agents, employees and representatives shall not be considered "policy makers" in any legal or other sense and that; upon acceptance of the policy manual(s) and execution of this Agreement, the chief executive of the County for all purposes be considered the "policy maker" with regard to each and every policy contained in said manual.

Exhibit D

Q-161276



MASTER SERVICE AGREEMENT

Initial Term Start Date: 12/01/2025

Initial Term End Date: 11/30/2026

Account Executive Information

Angela Poole
Customer Success Manager
apoole@lexipol.com

Lexipol LLC
2611 Internet Blvd., Ste. 120
Frisco, Texas 75034

Agency Information

Nickoli Brummond
Fiscal Analyst
nbrummond@tehamaso.org
(530) 529-7950

Tehama County Sheriff's Office
22840 Antelope Blvd POB 729
Red Bluff, California 96080

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency").

This Agreement consists of:

- (a) this **Cover Sheet**
- (b) **Exhibit A** - Selected Services and Associated Fees
- (c) **Exhibit B** - Description of Services
- (d) **Exhibit C** - Terms and Conditions of Service

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

Tehama County Sheriff's Office

DocuSigned by:
Jan Roos
E06AE53CE2B942A...

Signature: _____
Print Name: _____
Title: _____
Date Signed: _____

Lexipol, LLC

Signature: _____
Print Name: Jan Roos
Title: Vice President & General Counsel
Date Signed: 10/8/2025 | 9:40 AM PDT

Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

Order Summary

Qty	Description	Unit Price	Disc (%)	Disc Amount	Tax Amount	Extended
36	Annual Law Enforcement Policy Manual & Daily Training Bulletins	\$17,271.00	35.09%	\$6,060.34	\$0.00	\$11,210.66
Discount:				\$6,060.34	Subtotal:	\$11,210.66

Discount:	\$6,060.34
Subtotal:	\$11,210.66
Tax:	
Total Due:	\$11,210.66

Exhibit B

Description of Services

Policy Manual

Constitutionally sound, up-to-date policies are the foundation for consistent, safe public safety operations and are key to reducing risk and enhancing personnel and community safety. Lexipol's comprehensive policy manual covers all aspects of your agency's operations.

- More than 155 policies researched and written by public safety attorneys and subject matter experts
- Policies based on State and federal laws and regulations as well as nationwide best practices
- Content customized to reflect your agency's terminology and structure

Daily Training Bulletins (DTBs)

Even the best policy manual lacks effectiveness if it's not backed by training. Lexipol's Daily Training Bulletins are designed to help your personnel learn and apply your agency's policy content through 2-minute training exercises.

- Scenario-based training ties policy to real-world applications
- Understanding and retention of policy content is improved via a singular focus on one distinct aspect of the policy
- Each Daily Training Bulletin concludes with a question that confirms the user understood the training objective
- Daily Training Bulletins can be completed via computers or from smartphones, tablets or other mobile devices
- Reports show completion of Daily Training Bulletins by agency member and topic

Policy Updates

Lexipol's legal and content development teams continuously review state and federal laws and regulations, court decisions and evolving best practices. When needed, we create new and updated policies and provide them to your agency, making it simple and efficient to keep your policy content up to date.

- Updates delivered to you through Lexipol's web-based content delivery platform
- Changes presented in side-by-side comparison against existing policy so you can easily identify modifications/improvements
- Your agency can accept, reject or customize each update

Web-Based Delivery Platform and Mobile App (Knowledge Management System)

Lexipol's online content delivery platform, called KMS, provides secure storage and easy access to all your policy and training content, and our KMS mobile app facilitates staff use of policies and training completion.

- Ability to edit and customize content to reflect your agency's mission and philosophy
- Efficient distribution of policies, updates and training to staff
- Archival and easy retrieval of all versions of your agency's policy manual
- Mobile app provides in-the-field access to policy and training materials

Reports

Lexipol's Knowledge Management System provides intuitive reporting capabilities and easy-to-read reports that enhance command staff meetings and strategic planning.

- Track and report when your personnel have acknowledged policies and policy updates
- Produce reports showing completion of Daily Training Bulletins
- Sort reports by agency member, topic and other subgroups (e.g., shift, assignment)
- Reduce the time your supervisors spend verifying policy acknowledgement and training completion

Exhibit C

Terms and Conditions of Service

These Terms and Conditions of Service (the “Terms”) govern the rights and obligations of Lexipol, LLC (“Lexipol”) and Agency under this Agreement. Lexipol and Agency may each be referred to herein as a “Party” and collectively as the “Parties.”

1. Definitions. Each of the following capitalized terms will have the meaning included in this Section. Other capitalized terms are defined within their respective sections, below.

1.1 “Agency” means the department, agency, office, organization, company, or other entity purchasing and/or subscribing to Lexipol Services, as may be further denoted on the cover sheet to which these Terms are attached.

1.2 “Agency Data” means all data, information, and content owned by Agency for purposes of identifying authorized users, confirming departmental information, or which are ancillary to receipt of Lexipol Services.

1.3 “Agreement” means the combination of the cover sheet; Exhibit A (“Selected Services and Associated Fees”); Exhibit B (Description of Services); this Exhibit C (“Terms and Conditions of Service”); and any other documents attached hereto and expressly incorporated herein by reference.

1.4 “Custom Agreement Terms” refers to an optional section within Exhibit A which allows the Parties to modify this Agreement and/or incorporate additional exhibits or addenda by reference.

1.5 “Initial Term” means the initial period of time in which Agency has elected to receive Lexipol Services.

1.6 “Initial Term Start Date” is specified on the cover sheet and represents the first day of the Initial Term.

1.7 “Initial Term End Date” is specified on the cover sheet and represents the last day of the Initial Term.

1.8 “Lexipol Content” means all content in any format including but not limited to written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.

1.9 “Services” means all products and services, including but not limited to all online services, software subscriptions, content licensing, professional services, and ancillary support services as may be offered by Lexipol and/or its affiliates.

2. Term; Renewal. This Agreement becomes enforceable upon signature by Agency’s authorized representative, and effective as of the Initial Term Start Date. Following the Initial Term, this Agreement shall automatically renew in successive one-year periods (each, a “Renewal Term”) unless terminated as set forth herein. The Initial Term and all Renewal Terms collectively comprise the “Term” of this Agreement.

3. Termination.

3.1 For Convenience; Non-Appropriation. During the Initial Term, this Agreement may only be terminated through mutual written approval from an authorized representative of each Party. Following the Initial Term, this Agreement may be terminated by either party for convenience (including due to lack of appropriation of funds for Agency) by providing sixty (60) days written notice to the other Party. NOTE: Fees paid for Online Services are not eligible for refund, proration, or offset in the event of termination for convenience by Agency. Fees pre-paid for Professional Services may be eligible for refund, proration or offset to the extent such Services have not been delivered.

3.2 For Cause. This Agreement may be terminated by either party, effective immediately, (a) in the event the other party fails to discharge any material obligation, including payment obligations, or remedy any material default hereunder for a period of more than thirty (30) calendar days after it has been provided written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

3.3 Effect of Expiration or Termination. Upon the expiration or termination of this Agreement for any reason, Agency’s access to the Services herein shall cease unless Lexipol has, in its sole discretion, provided for their limited continuation. Termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration, including payment obligations.

4. Fees; Invoicing. Lexipol will invoice Agency at the commencement of the Initial Term and thirty (30) days prior to the commencement of each Renewal Term, if applicable. Agency agrees to remit payment within thirty (30) calendar days of receipt

of Lexipol's invoice. Payments may be made electronically through Lexipol's online customer portal or by mailing a check to Lexipol, LLC at PO Box 676232 Dallas, TX 75267-6232 (Attn: Accounts Receivable). Agency is responsible for all third-party fees (e.g., wire fees, bank fees, credit card processing fees) incurred when paying electronically, and such fees are in addition to those listed on Exhibit A. Lexipol reserves the right to increase fees for Renewal Terms following notice to Agency. All fee amounts stated in Exhibit A are exclusive of taxes. Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to receipt of Lexipol's Services. If Agency is exempt, it must send its exemption certificate(s) to taxes@lexipol.com.

5. Terms of Service. The following provisions govern access to and use of specific Lexipol's Services:

5.1 Online Services. Lexipol's Online Services include all online services offered by Lexipol and its partners, affiliates, and licensors. Online Services include, without limitation, Lexipol's Policy Knowledge Management System ("KMS"), Learning Management System ("LMS"), Cordico wellness application(s), GrantFinder, Virtual Instructor-Led Training, and the LEFTA Systems suite of solutions (collectively, the "Online Services"). Note: LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU.

5.2 Professional Services. Lexipol's Professional Services include those Services that are not part of Lexipol's Online Services and which require the direct, hands-on professional expertise of Lexipol personnel and/or contractors, including implementation support for policy manuals and software, technical support for online learning, accreditation consulting, grant writing, and projects requiring regular input from Lexipol's subject matter experts (collectively, "Professional Services"). Professional Services may also be referred to as "One-Time" Services on Exhibit A and may also include the provision of supplemental documentation from Lexipol's Professional Services team, either with this Agreement or during the provision of Service. NOTE: Agency is responsible for submitting all information reasonably required by Lexipol's grant writing team in a timely manner and always at least five (5) days prior to each grant application submission date. Agency is responsible for submissions of final grant applications by grant deadlines. Failure to timely submit required materials to Lexipol's grant writing team will result in rollover of project fees to next grant application cycle, not a refund of fees. Requests for cancellation of grant writing services which have already begun will result in a 50% fee of the total value of the service.

5.3 Account Security. Access to Lexipol's Services is personal and unique to Agency. Agency shall not assign, transfer, or provide access to Lexipol Services to any third party without Lexipol's prior written consent. Agency is responsible for maintaining the security and confidentiality of Agency's usernames and passwords and the security of Agency's accounts. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's account or Agency's usernames and/or passwords.

5.4 Agency Data. Lexipol's use of Agency Data is limited to providing and improving the Services, retaining records in the regular course of business, and complying with applicable legal obligations. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data, including technical and organizational measures to protect Agency Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure, including through measures specified by the National Institute of Standards and Technology (NIST). Lexipol's Services use the Secure Socket Layer (SSL) protocol, which encrypts information as it travels between Lexipol and Agency. However, data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits is 100% secure.

5.5 Intellectual Property. Lexipol's Services, and all Lexipol Content underlying such Services, are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. When subscribing to Lexipol's Online Services, Agency and its authorized personnel receive a personal, limited, non-sublicensable and non-assignable license to access and use the Services in conformity with these Terms. Nothing contained in this Agreement, and no course of dealing, shall be construed as conferring any right of ownership to Lexipol's Services or Lexipol Content. Lexipol Content may be incorporated into Agency's final policy manuals, including beyond the Term of this Agreement, but Agency may not otherwise share Lexipol Content with private, for-profit, or commercial third parties, or commercialize Lexipol Content in any way. Agency acknowledges and agrees that Lexipol shall have no responsibility to update the Lexipol Content used by Agency beyond the Term of this Agreement and that Lexipol hereby disclaims and shall have no liability whatsoever for Agency's reliance on or use of modified or derivative forms of Lexipol Content including, without limitation, any revision, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, adapted, or modified from its original form. NOTE: AGENCY ACKNOWLEDGES AND AGREES THAT, PRIOR TO USE AND FINAL PUBLICATION, ALL AGENCY POLICIES AND DAILY TRAINING BULLETINS (DTBs) HAVE BEEN INDIVIDUALLY REVIEWED AND ADOPTED BY AGENCY. AGENCY ACKNOWLEDGES AND AGREES THAT IT, AND NOT LEXIPOL, IS CONSIDERED THE "POLICY MAKER" WITH REGARD TO EACH AND EVERY SUCH POLICY AND DTB.

6. Confidentiality. Each Party may disclose information to the other Party that would be reasonably considered confidential,

including Agency Data (collectively, "Confidential Information"). Upon receiving such Confidential Information, each Party will: (a) limit disclosure of such Confidential Information to authorized representatives only; (b) advise its personnel and agents of the confidential nature of such Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing Party. Notwithstanding the foregoing, this section shall not operate to limit Agency's disclosure authority pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, Freedom of Information Act request, Public Records Act request, or equivalent, provided that Agency notifies Lexipol of such disclosure, to the extent practicable, such that Lexipol may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of Lexipol's Confidential Information and trade secrets.

7. **Warranty.** LEXIPOL WARRANTS THAT IT SHALL NOT KNOWINGLY INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS; THAT ITS SERVICES ARE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS; AND THAT THEY SHALL BE FIT FOR THE SPECIFIC PURPOSES SET FORTH HEREIN. BEYOND THE FOREGOING, LEXIPOL'S SERVICES ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE.

8. **Indemnification; Limitation of Liability.** Lexipol will indemnify, defend, and hold harmless Agency from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising directly and solely out of Lexipol's acts or omissions in providing the Services. Each Party's cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed the aggregate amount of fees paid by Agency to Lexipol during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall either Party be liable for indirect, incidental, consequential, special, exemplary damages, or lost profits.

9. **General Terms.**

9.1 **Entire Agreement.** This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by either party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both parties.

9.2 **General Interpretation.** The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.

9.3 **Invalidity of Provisions.** Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

9.4 **Governing Law.** Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

9.5 **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, this Agreement may be assumed by a party's successor in interest through merger, acquisition, or consolidation without additional notice or consent.

9.6 **Waiver.** Either party's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

9.7 **Notices.** Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.



MASTER SERVICE AGREEMENT

Initial Term Start Date: 12/01/2025

Initial Term End Date: 11/30/2026

Account Executive Information

Angela Poole
Customer Success Manager
apoole@lexipol.com

Lexipol LLC
2611 Internet Blvd., Ste. 120
Frisco, Texas 75034

Agency Information

Nickoli Brummond
Fiscal Analyst
nbrummond@tehamaso.org
(530) 529-7950

Tehama County Sheriff's Office
22840 Antelope Blvd POB 729
Red Bluff, California 96080

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency").

This Agreement consists of:

- (a) this **Cover Sheet**
- (b) **Exhibit A** - Selected Services and Associated Fees
- (c) **Exhibit B** - Description of Services
- (d) **Exhibit C** - Terms and Conditions of Service

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

Tehama County Sheriff's Office

DocuSigned by:
Jan Roos
E06AE53CE2B942A...

Signature: _____
Print Name: _____
Title: _____
Date Signed: _____

Lexipol, LLC

Signature: _____
Print Name: Jan Roos
Title: Vice President & General Counsel
Date Signed: 10/8/2025 | 9:40 AM PDT

Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

Order Summary

Qty	Description	Unit Price	Disc (%)	Disc Amount	Tax Amount	Extended
200	Annual Corrections Policy Manual & Daily Training Bulletins	\$13,037.00	23.473%	\$3,060.19	\$0.00	\$9,976.81
Discount:				\$3,060.19	Subtotal:	\$9,976.81

Discount:	\$3,060.19
Subtotal:	\$9,976.81
Tax:	
Total Due:	\$9,976.81

Exhibit B

Description of Services

Policy Manual

Constitutionally sound, up-to-date policies are the foundation for consistent, safe public safety operations and are key to reducing risk and enhancing personnel and community safety. Lexipol's comprehensive policy manual covers all aspects of your agency's operations.

- More than 155 policies researched and written by public safety attorneys and subject matter experts
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- Content customized to reflect your agency's terminology and structure

Daily Training Bulletins (DTBs)

Even the best policy manual lacks effectiveness if it's not backed by training. Lexipol's Daily Training Bulletins are designed to help your personnel learn and apply your agency's policy content through 2-minute training exercises.

- Scenario-based training ties policy to real-world applications
- Understanding and retention of policy content is improved via a singular focus on one distinct aspect of the policy
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Lexipol's legal and content development teams continuously review state and federal laws and regulations, court decisions and evolving best practices. When needed, we create new and updated policies and provide them to your agency, making it simple and efficient to keep your policy content up to date.

- Updates delivered to you through Lexipol's web-based content delivery platform
- Changes presented in side-by-side comparison against existing policy so you can easily identify modifications/improvements
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Web-Based Delivery Platform and Mobile App (Knowledge Management System)

Lexipol's online content delivery platform, called KMS, provides secure storage and easy access to all your policy and training content, and our KMS mobile app facilitates staff use of policies and training completion.

- Ability to edit and customize content to reflect your agency's mission and philosophy
- Efficient distribution of policies, updates and training to staff
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- Mobile app provides in-the-field access to policy and training materials

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Lexipol's Knowledge Management System provides intuitive reporting capabilities and easy-to-read reports that enhance command staff meetings and strategic planning.

- Track and report when your personnel have acknowledged policies and policy updates
- Produce reports showing completion of Daily Training Bulletins
- Sort reports by agency member, topic and other subgroups (e.g., shift, assignment)
- Reduce the time your supervisors spend verifying policy acknowledgement and training completion

Exhibit C

Terms and Conditions of Service

These Terms and Conditions of Service (the “Terms”) govern the rights and obligations of Lexipol, LLC (“Lexipol”) and Agency under this Agreement. Lexipol and Agency may each be referred to herein as a “Party” and collectively as the “Parties.”

1. Definitions. Each of the following capitalized terms will have the meaning included in this Section. Other capitalized terms are defined within their respective sections, below.

1.1 “Agency” means the department, agency, office, organization, company, or other entity purchasing and/or subscribing to Lexipol Services, as may be further denoted on the cover sheet to which these Terms are attached.

1.2 “Agency Data” means all data, information, and content owned by Agency for purposes of identifying authorized users, confirming departmental information, or which are ancillary to receipt of Lexipol Services.

1.3 “Agreement” means the combination of the cover sheet; Exhibit A (“Selected Services and Associated Fees”); Exhibit B (Description of Services); this Exhibit C (“Terms and Conditions of Service”); and any other documents attached hereto and expressly incorporated herein by reference.

1.4 “Custom Agreement Terms” refers to an optional section within Exhibit A which allows the Parties to modify this Agreement and/or incorporate additional exhibits or addenda by reference.

1.5 “Initial Term” means the initial period of time in which Agency has elected to receive Lexipol Services.

1.6 “Initial Term Start Date” is specified on the cover sheet and represents the first day of the Initial Term.

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1.8 “Lexipol Content” means all content in any format including but not limited to written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.

1.9 “Services” means all products and services, including but not limited to all online services, software subscriptions, content licensing, professional services, and ancillary support services as may be offered by Lexipol and/or its affiliates.

2. Term; Renewal. This Agreement becomes enforceable upon signature by Agency’s authorized representative, and effective as of the Initial Term Start Date. Following the Initial Term, this Agreement shall automatically renew in successive one-year periods (each, a “Renewal Term”) unless terminated as set forth herein. The Initial Term and all Renewal Terms collectively comprise the “Term” of this Agreement.

3. Termination.

3.1 For Convenience; Non-Appropriation. During the Initial Term, this Agreement may only be terminated through mutual written approval from an authorized representative of each Party. Following the Initial Term, this Agreement may be terminated by either party for convenience (including due to lack of appropriation of funds for Agency) by providing sixty (60) days written notice to the other Party. NOTE: Fees paid for Online Services are not eligible for refund, proration, or offset in the event of termination for convenience by Agency. Fees pre-paid for Professional Services may be eligible for refund, proration or offset to the extent such Services have not been delivered.

3.2 For Cause. This Agreement may be terminated by either party, effective immediately, (a) in the event the other party fails to discharge any material obligation, including payment obligations, or remedy any material default hereunder for a period of more than thirty (30) calendar days after it has been provided written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

3.3 Effect of Expiration or Termination. Upon the expiration or termination of this Agreement for any reason, Agency’s access to the Services herein shall cease unless Lexipol has, in its sole discretion, provided for their limited continuation. Termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration, including payment obligations.

4. Fees; Invoicing. Lexipol will invoice Agency at the commencement of the Initial Term and thirty (30) days prior to the commencement of each Renewal Term, if applicable. Agency agrees to remit payment within thirty (30) calendar days of receipt

of Lexipol's invoice. Payments may be made electronically through Lexipol's online customer portal or by mailing a check to Lexipol, LLC at PO Box 676232 Dallas, TX 75267-6232 (Attn: Accounts Receivable). Agency is responsible for all third-party fees (e.g., wire fees, bank fees, credit card processing fees) incurred when paying electronically, and such fees are in addition to those listed on Exhibit A. Lexipol reserves the right to increase fees for Renewal Terms following notice to Agency. All fee amounts stated in Exhibit A are exclusive of taxes. Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to receipt of Lexipol's Services. If Agency is exempt, it must send its exemption certificate(s) to taxes@lexipol.com.

5. Terms of Service. The following provisions govern access to and use of specific Lexipol's Services:

5.1 Online Services. Lexipol's Online Services include all online services offered by Lexipol and its partners, affiliates, and licensors. Online Services include, without limitation, Lexipol's Policy Knowledge Management System ("KMS"), Learning Management System ("LMS"), Cordico wellness application(s), GrantFinder, Virtual Instructor-Led Training, and the LEFTA Systems suite of solutions (collectively, the "Online Services"). Note: LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU.

5.2 Professional Services. Lexipol's Professional Services include those Services that are not part of Lexipol's Online Services and which require the direct, hands-on professional expertise of Lexipol personnel and/or contractors, including implementation support for policy manuals and software, technical support for online learning, accreditation consulting, grant writing, and projects requiring regular input from Lexipol's subject matter experts (collectively, "Professional Services"). Professional Services may also be referred to as "One-Time" Services on Exhibit A and may also include the provision of supplemental documentation from Lexipol's Professional Services team, either with this Agreement or during the provision of Service. NOTE: Agency is responsible for submitting all information reasonably required by Lexipol's grant writing team in a timely manner and always at least five (5) days prior to each grant application submission date. Agency is responsible for submissions of final grant applications by grant deadlines. Failure to timely submit required materials to Lexipol's grant writing team will result in rollover of project fees to next grant application cycle, not a refund of fees. Requests for cancellation of grant writing services which have already begun will result in a 50% fee of the total value of the service.

5.3 Account Security. Access to Lexipol's Services is personal and unique to Agency. Agency shall not assign, transfer, or provide access to Lexipol Services to any third party without Lexipol's prior written consent. Agency is responsible for maintaining the security and confidentiality of Agency's usernames and passwords and the security of Agency's accounts. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's account or Agency's usernames and/or passwords.

5.4 Agency Data. Lexipol's use of Agency Data is limited to providing and improving the Services, retaining records in the regular course of business, and complying with applicable legal obligations. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data, including technical and organizational measures to protect Agency Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure, including through measures specified by the National Institute of Standards and Technology (NIST). Lexipol's Services use the Secure Socket Layer (SSL) protocol, which encrypts information as it travels between Lexipol and Agency. However, data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits is 100% secure.

5.5 Intellectual Property. Lexipol's Services, and all Lexipol Content underlying such Services, are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. When subscribing to Lexipol's Online Services, Agency and its authorized personnel receive a personal, limited, non-sublicensable and non-assignable license to access and use the Services in conformity with these Terms. Nothing contained in this Agreement, and no course of dealing, shall be construed as conferring any right of ownership to Lexipol's Services or Lexipol Content. Lexipol Content may be incorporated into Agency's final policy manuals, including beyond the Term of this Agreement, but Agency may not otherwise share Lexipol Content with private, for-profit, or commercial third parties, or commercialize Lexipol Content in any way. Agency acknowledges and agrees that Lexipol shall have no responsibility to update the Lexipol Content used by Agency beyond the Term of this Agreement and that Lexipol hereby disclaims and shall have no liability whatsoever for Agency's reliance on or use of modified or derivative forms of Lexipol Content including, without limitation, any revision, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, adapted, or modified from its original form. NOTE: AGENCY ACKNOWLEDGES AND AGREES THAT, PRIOR TO USE AND FINAL PUBLICATION, ALL AGENCY POLICIES AND DAILY TRAINING BULLETINS (DTBs) HAVE BEEN INDIVIDUALLY REVIEWED AND ADOPTED BY AGENCY. AGENCY ACKNOWLEDGES AND AGREES THAT IT, AND NOT LEXIPOL, IS CONSIDERED THE "POLICY MAKER" WITH REGARD TO EACH AND EVERY SUCH POLICY AND DTB.

6. Confidentiality. Each Party may disclose information to the other Party that would be reasonably considered confidential,

including Agency Data (collectively, “Confidential Information”). Upon receiving such Confidential Information, each Party will: (a) limit disclosure of such Confidential Information to authorized representatives only; (b) advise its personnel and agents of the confidential nature of such Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing Party. Notwithstanding the foregoing, this section shall not operate to limit Agency’s disclosure authority pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, Freedom of Information Act request, Public Records Act request, or equivalent, provided that Agency notifies Lexipol of such disclosure, to the extent practicable, such that Lexipol may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of Lexipol’s Confidential Information and trade secrets.

7. Warranty. LEXIPOL WARRANTS THAT IT SHALL NOT KNOWINGLY INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS; THAT ITS SERVICES ARE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS; AND THAT THEY SHALL BE FIT FOR THE SPECIFIC PURPOSES SET FORTH HEREIN. BEYOND THE FOREGOING, LEXIPOL’S SERVICES ARE PROVIDED “AS-IS” AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE.

8. Indemnification; Limitation of Liability. Lexipol will indemnify, defend, and hold harmless Agency from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising directly and solely out of Lexipol’s acts or omissions in providing the Services. Each Party’s cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed the aggregate amount of fees paid by Agency to Lexipol during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall either Party be liable for indirect, incidental, consequential, special, exemplary damages, or lost profits.

9. General Terms.

9.1 Entire Agreement. This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by either party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both parties.

9.2 General Interpretation. The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.

9.3 Invalidity of Provisions. Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties’ intention as reflected in such provision to the maximum extent possible.

9.4 Governing Law. Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

9.5 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, this Agreement may be assumed by a party’s successor in interest through merger, acquisition, or consolidation without additional notice or consent.

9.6 Waiver. Either party’s failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

9.7 Notices. Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.

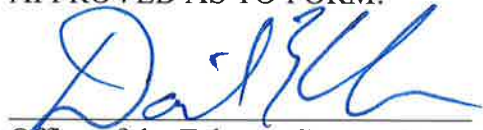
E-Contract Review
Approval as to Form

Department Name: Tehama County Sheriff's Office

Vendor Name: Lexipol, LLC

Document Description: Agreement to provide access for TCSO to Lexipol Knowledge Management Systems and subscriptions to Policy Manuals and Training Bulletin Services

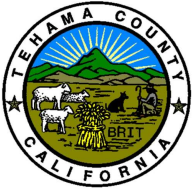
APPROVED AS TO FORM:



Office of the Tehama County Counsel

Daniel B. Klausner, Senior Deputy County Counsel

Date: 10/27/25



Tehama County

Agenda Request Form

File #: 25-1931

Agenda Date: 11/25/2025

Agenda #: 5.

SHERIFF

Requested Action(s)

a) AGREEMENT - Request for approval and authorization for the Chairman and the Sheriff to sign the agreement with Permitium for the maintenance, support, and hosting of Permitium to our website to process concealed weapon applications online, effective 10/11/25 and shall terminate 09/30/26

Financial Impact:

Vendor will collect online payments based on our current Fee Schedule and will send a monthly statement with check or ACH for total amount collected less the processing fee & credit card fees per transaction. Payments will be deposited to 418-301800.

Background Information:

Permitium provides a convenient online solution to process Concealed Weapons Applications. This program is being used by over 200 law enforcement agencies nationwide, including many of our neighboring counties in Northern California. This self-service system provides automatic notifications sent to the applicant as their application goes through the process.

Citizens will be able to apply for a Concealed Carry Permit online via computer, tablet or smartphone and pay for the service using a credit card. Applicants will be charged for the permit itself based on our Fee Schedule, plus a processing fee and credit card transaction fee based on the vendor's current contract rate.

Order Form

Customer Information:

Agency Name ("Customer"):	Tehama County Sheriff's Office
Primary Contact Name:	Jennifer Crane
Primary Contact Email Address:	jcrane@tehamaso.org
Primary Contact Phone:	(530) 528-8979 Ext. 2

Order Form Information:

Prepared By:	Jeana Tavano
Order Form Creation Date:	10/10/2025
Order Form Expiration Date:	12/31/2025
Payment Terms:	Net 30
Payment Mechanism:	Invoice

Transaction Services:

Name of Service	Term Start Date	Term End Date	Service Fee per Transaction ⁽¹⁾	Customer Revenue Share from Service Fee ⁽²⁾
PermitDirector - CCW	10/11/2025	9/30/2026	\$6.00	\$0.00

(1): Service Fee is charged to consumer (record requester or applicant); there is no charge to the Customer (agency) with the exception of applications or orders where the Customer elects not to pass the Service Fee on to the consumer and instead covers the Service Fee cost.

(2): If Customer elects to participate in a revenue share from the Service Fee, then the agency's revenue share will be deducted from the total Service Fee. For example, if the Service Fee is \$8.00 per transaction, and the Customer's revenue share is \$1.00, then the Customer will receive \$1.00 from the \$8.00 Service Fee for each transaction.

Additional terms and conditions related to this Order Form (the "Order Form Terms") are set forth in Appendix A.



By signing this Order Form, I represent and warrant that the information provided is true and accurate, and I am authorized to sign on behalf of Customer and bind Customer to the terms and conditions of this Order Form, including the Order Form Terms and any documents attached to the Order Form or otherwise incorporated by reference. This Order Form is effective as of the earlier of the date of signature below or the first service term start date above (the "Effective Date").

Customer

Signature:

Printed Name:

Title:

Date:

Permitium

Signature:

A handwritten signature in black ink, appearing to read "Seth Moucka".

Printed Name: Seth Moucka

Title: Director of Customer Success

Date: 10/29/2025

Signature:

Printed Name:

Title:

Date:

Appendix A – Order Form Terms

ORDER TERMS

Upon execution of this Order Form, Customer (as identified above in Customer Name) and Permitium, LLC ("Permitium") will be parties to a legally binding contract consisting of:

- 1) This Order Form
- 2) The Software as a Service ("SaaS") Terms and Conditions located here: <https://www.permitium.com/legal/terms-conditions>

(collectively, the "Agreement").

The parties agree as follows:

- A. Customer agrees to pay the Total Fees Payable in accordance with the Invoicing Frequency and Payment Terms indicated above for the use of the services. Invoices will be sent by electronic delivery unless Customer requests otherwise; in which case, additional fees will apply. Customer's obligations may not be canceled prior to expiration of the Term End Date.
- B. Permitium agrees to offer consumers the option to use their credit cards with credit card processing fees at the rate of \$0.30 per transaction plus 3.3% of the transaction total.
- C. The provisions of this Agreement constitute the entire agreement between the parties regarding the subject matter hereof and supersede all proposals, prior agreements, oral or written, and all other communications with respect thereto. No terms and conditions on any purchase order or other document exchanged by the parties will be deemed to modify or amend this Agreement.
- D. In the event of any inconsistency or conflict between this Order Form and the Software as a Service Terms and Conditions, this Order Form will take precedence and prevail.
- E. All capitalized terms used in this Order, but not defined, shall have the meanings provided in the Software as a Service Terms and Conditions.
- F. Unless otherwise specified in this Order Form, travel and expenses are not included in the total price on this Order Form or in any referenced Statement of Work ("SOW"). The Customer is responsible for reimbursing Permitium for all travel and expense costs related to any services performed under this Agreement.
- G. Terms described in the Additional Terms section below will, to the extent in conflict, override terms in the Order Terms and/or the Software as a Service Terms and Conditions and/or the Professional Services Terms and Conditions.

ADDITIONAL TERMS

None.

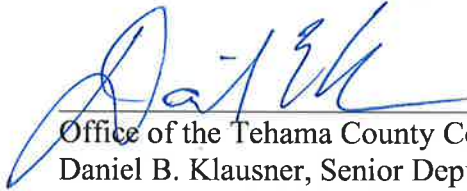
E-Contract Review
Approval as to Form

Department Name: Tehama County Sheriff's Office

Vendor Name: Permitium, LLC

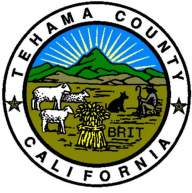
Document Description: Agreement to provide SaSS service to allow application for CCWs
through the Sheriff's Office

APPROVED AS TO FORM:



Office of the Tehama County Counsel
Daniel B. Klausner, Senior Deputy County Counsel

Date: 20/28/25



Tehama County

Agenda Request Form

File #: 25-1954

Agenda Date: 11/25/2025

Agenda #: 6.

SHERIFF

Requested Action(s)

a) AGREEMENT- Request approval and authorization for the Sheriff and the Chair to sign Amendment No. 1 to the agreement with Ducor Telephone Company DBA Varcomm (Misc Agree. #2020-112), for the lease of a portion of part of the Premises of the real property referred to as Ducor Telephone Company DBA Varcomm Site in Rancho Tehama, CA in the amount of \$923.67 for the first year; thereafter the fee will be increased by an amount not to exceed 4% yearly, with the total maximum amount not to exceed \$9,100, effective 1/1/26 and shall terminate 12/31/30

Financial Impact:

The funds are budgeted in Rent/Lease of Equipment account (53250). The maximum compensation will not exceed \$9,100.

Background Information:

This is a renewal of the lease with Ducor Telephone Company dba Varcomm to enhance radio communication for Public Safety and Wellness in the Rancho Tehama Area. The Sheriff's Office leases a portion of the Ducor Telephone Company site for a communications tower, antennae, and equipment storage shed.

The agreement term to extend the agreement for an additional five years is being exercised with the new agreement term being January 1, 2026, to December 31, 2030.

COMMUNICATION TOWER AND EQUIPMENT STORAGE LEASE AGREEMENT
BETWEEN
THE TEHAMA COUNTY SHERIFF'S OFFICE
AND DUCOR TELEPHONE COMPANY DBA VARCOMM

THIS COMMUNICATION TOWER AND EQUIPMENT STORAGE LEASE AGREEMENT (hereinafter "LEASE" is entered into between the County of Tehama, through its Sheriff's Office ("Lessee") and Ducor Telephone Company, dba Varcomm ("Lessor") for the purpose of leasing the "Portion of part of the Premises" of the real property referred to as the Ducor Telephone Company, dba Varcomm, Inc. Tower Site ("Site"), Rancho Tehama, CA.



1. LEASED PREMISES-LESSOR hereby leases to and for LESSEE'S use, space on a communication tower ("Communication Tower") for antennae and, additionally, use of an equipment storage shed ("Shed") near the base of the Communication Tower for LESSEE to store radio communication equipment, both of which are situated at the premises of the **Ducor Telephone Company, dba Varcomm, Tower Site, Rancho Tehama, Ca**, in the County of Tehama, (hereinafter "Premises"). The antennae and radio communication equipment (collectively, hereinafter the "Equipment") are listed in Exhibit "A", attached hereto and incorporated herein by this reference, and stored at the Premises.

2. TERM- The initial term of this LEASE shall commence on January 1, 2020 and end on December 31, 2025 (hereinafter "Term").

3. RENTS- Lessor shall be paid in the amount of \$729.99 for the first year, thereafter the yearly flat fee will be increased annually on each anniversary of the Effective date in an amount not to exceed Four Percent (4%), for the use and occupancy of the Premises, Communication Tower, and shed in accordance with this LEASE. The maximum Compensation payable under this Lease shall not exceed \$4,000.00. Upon reaching the 5 year anniversary of this lease, Lessee has the right to renew two (2) additional 5 year terms. Should County Funds cease to fund this agreement the Lessee has the right to terminate the agreement with a 90 day written notice to Lessor. Lessor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Lessor shall not be paid any compensation or reimbursement beyond the Yearly, flat fee amount set forth above, and Lessor agrees that Lessee has no obligation, whatsoever, to compensate or reimburse Lessor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Lessor that exceed the flat fee amount set forth above. Should Lessor receive any such payment it shall immediately notify Lessee and shall immediately repay all such funds to the Lessee. This provision shall survive the expiration or other termination of this agreement.

4. BILLING AND PAYMENTS - Lessor shall submit an invoice to Lessee within thirty (30) days after service has been completed to the reasonable satisfaction of Lessee. Lessee shall make payment of all undisputed billing amounts within thirty (30) days of receipt of Lessor's invoice.

5. USE - LESSEE shall use the Communication Tower and Shed to operate the Equipment thereon. LESSEE agrees to comply with all applicable federal and state laws, rules and regulations, and all applicable local ordinances and regulations, in connection with its use of the Premises, including the Communication Tower and Shed. LESSOR covenants that the Premises are suitable for LESSEE'S intended use. LESSOR further covenants to LESSEE that the Premises, including the Communication Tower and Shed, is in compliance with all federal, state and local laws, rules and regulations including, but not limited to, health and safety laws and regulations, federal aviation laws, rules and regulations, federal communication laws, rules, and regulations, and building codes and ordinances, and that the Premises, including the Communications Tower and Shed, shall remain in such compliance throughout the Term of this LEASE. LESSEE acknowledges that other persons and entities (hereinafter, each a "Third Party User"), as of the effective date of this LEASE, have equipment installed and attached to the Communication Tower and Shed. LESSOR reserves the right to lease and/or authorize Third Party users to attach, install, and operate equipment on or nearby the Communication Tower and Shed, provided that (a) such additional equipment does not unreasonably interfere with the operation of LESSEE'S use of the Premises, including the Communication Tower, and LESSEE'S proportional use of the Shed, and LESSEE'S operation of LESSEE'S Equipment and (b) LESSEE shall not be required to move or alter the location or orientation of LESSEE'S Equipment which has been installed on/or at the Communication Tower and Shed.

6. LESSEE COMMUNICATION EQUIPMENT- LESSEE shall, at its sole cost, install, operate and maintain the Equipment, including any and all related or required environmental documentation, permits and licenses, in a manner consistent with all (federal, state and local) legal and regulatory requirements and this LEASE. LESSEE may request to install additional equipment by providing thirty (30) days prior written notice to LESSOR, which approval shall not be unreasonably withheld.

7. OWNERSHIP OF PROPERTY- Except as specifically provided in this LEASE, nothing contained in this LEASE shall be interpreted to grant to LESSEE any rights of ownership to or interest in the Premises, Communication Tower and Shed. LESSEE shall retain ownership of its Equipment (including associated lines, hardware, software, and related equipment or fixtures) notwithstanding the fact that LESSEE has attached or installed any such items of Equipment to or on the Premises. LESSOR shall not cause or otherwise allow LESSEE'S Equipment to be encumbered by any third party encumbrances, claims, or liens. LESSEE is responsible for the licensing, operation and maintenance of its Equipment.

8. MAINTENANCE OF COMMUNICATION TOWER, SHED AND PREMISES

a) LESSOR shall be responsible for the structural condition of the Communication Tower and Shed on which LESSEE'S Equipment is installed, and for all exterior and interior maintenance, including but not limited to the (Shed) roof, all painting, and electrical panels for the Communication Tower and Shed.

b) LESSOR shall provide the Premises with locks and/or other security entry devices that will permit only LESSOR, LESSEE and its authorized technicians, and third parties authorized by LESSOR to access the Premises, including the Communication Tower and Shed.

c) LESSOR shall be responsible for and reasonably repair any damage that LESSOR, any Third Party User, or their respective representatives, cause to the Premises, including the Communication Tower, Shed, or Equipment of LESSEE. LESSEE shall be responsible for and reasonably repair any damage it causes to the Communication Tower, Shed or Premises, or the communication systems or property of LESSOR, or any Third Party User. LESSOR shall permit LESSEE access to the Communication Tower and Shed to make repairs to the LESSEE'S Equipment. LESSEE shall use an independent licensed contractor to install or repair the antennas or equipment located on the Communication Tower. LESSEE shall provide prior notice to LESSOR of any work to be done on the Communication Tower or in the Shed by an independent contractor and LESSOR shall approve the contractor prior to the work being done, provided however, LESSOR shall not unreasonably withhold such approval.

d) In the event that any repair or maintenance work to be performed by LESSOR on/or around the Communication Tower and/or Shed will interrupt and/or disrupt LESSEE'S use of the Equipment, LESSOR will coordinate any such work with LESSEE in order to minimize the disruption and/or interruption to LESSEE'S use of the Equipment

e) At any time LESSEE or its agents or contractors need to make entry into the property for repairs, maintenance or other reasons, it must be done so with the permission and in the presence of the LESSOR or its designee.

f) LESSOR shall, upon written request, provide LESSEE the names of all persons that have access to the Tower, Shed or Equipment.

9. ELECTRIAL POWER INTERRUPTION- LESSOR, shall at its sole cost, provide electrical power to the Premises, including the Communication Tower and Shed. However, LESSOR will not be responsible to LESSEE for any monetary loss

and/or damage to the Equipment installed by LESSEE that may result from the loss of electrical power to the Communication Tower, Shed or Premises, which is not the fault of LESSOR, or any Third Party User.

10. ELIMINATION OF INTERFERENCE- In the event LESSEE'S Equipment or operation in any way hinders, obstructs, or interferes with the communication systems or electronic equipment of the LESSOR or any Third Party User, LESSEE, at its sole cost and expense, upon receipt of written notification by LESSOR, and within thirty (30) days thereof (or immediately in the event of an emergency or where public safety requires), shall forthwith cease the interfering installation or operation. If such hindrance, interference or obstruction does not fully cease within said period, LESSOR, in addition to its rights/remedies otherwise available under this LEASE and controlling laws, may take reasonable action to correct or eliminate the interference at the sole cost of LESSEE.

11. GOVERNMENTAL COMPLIANCE AND SITE INSPECTION- LESSOR and LESSEE shall each comply with all applicable federal and state laws, rules, and regulations, and all applicable local ordinances and regulations, in connection with its use of the Premises, including the Communication Tower and Shed, as provided in this LEASE. LESSEE covenants that it has inspected the Premises, including the Communication Tower and Shed, prior to entering into this LEASE and accepts them as suitable for the LESSEE'S intended uses hereunder. The communication operations by LESSEE in connection with this LEASE shall meet with all applicable rules and regulations of the Federal Communications Commission (FCC), Federal Aviation Agency (FAA), and any other applicable federal, state or local government codes and regulations, and this LEASE.

12. BREACH OF OBLIGATION TO MAINTAIN- In the event LESSOR materially breaches its obligation to maintain or cause legal compliance of the Premises, including the Communication Tower and Shed, as provided in this LEASE, LESSEE shall give written notice to LESSOR within fifteen (15) days of the discovery of the material breach. LESSOR shall then have thirty (30) days from the date of such notice to cure it material breach, provided, however, that if the item of maintenance or compliance is of such a nature that it requires more than thirty (30) days to complete, then LESSOR shall have such additional time as is necessary to complete such maintenance or compliance as long as (a) LESSOR commences work on such maintenance or compliance within said thirty (30) day period and diligently prosecutes such maintenance to completion, and (b) such additional time does not adversely affect LESSEE'S right to use the Premises, including the Communication Tower and Shed. Subject to the foregoing, if the period for cure expires and if LESSOR has failed to cure, the LESSEE may at its election:

- a) Terminate this LEASE as hereinafter provided in Section 14; or
- b) With at least five (5) business day's prior written notice given to

LESSOR, cure LESSOR'S material breach and invoice LESSOR for the cost of the repairs, including reasonable administrative costs.

LESSEE'S decision to cure LESSOR'S material breach shall not constitute a waiver of any rights or remedies that LESSEE may have arising from this LEASE or by operation of law.

13. DESTRUCTION OR DAMAGE FROM CASUALTY- If the Premises, including the Communication Tower or Shed, or any part thereof is damaged or destroyed as a result of fire, earthquake, act of God, or any other identifiable event of a sudden, unexpected, or unusual nature (hereinafter "Casualty"), then LESSOR shall either promptly and diligently repair the damage at its own cost, or terminate this LEASE as hereinafter provided in Section 14.

a) Election to Repair: If LESSOR elects to repair the Casualty damage to the Premises, including the Communication Tower and Shed, or any part thereof, then LESSOR shall within thirty (30) days after the date of Casualty provide written notice (hereinafter "Notice of Repair") to LESSEE indicating the anticipated time required to repair. LESSOR shall bear the cost of all repairs to the Premises, including the Communication Tower and Shed, and LESSEE shall bear the cost of all repairs to the Equipment and any alteration to fixtures installed at or attached to the Communication Tower and Shed or located on the Premises by LESSEE. Such repairs by LESSOR shall restore the Premises, including the Communication Tower and Shed, to substantially the same condition as that existing at the commencement of this LEASE. All repairs shall also be made in compliance with all applicable federal and state laws and regulations, and all local building codes, ordinances, and regulations. LESSOR shall not be liable to LESSEE for compensation or consequential damages for any loss of business, or any inconvenience or annoyance arising from repair of the Communication Tower and Shed and/or Premises as a result of Casualty. LESSEE shall be responsible at its sole cost and expense for the replacement or repair of the Equipment and any of its personal property damaged or destroyed by such Casualty.

b) LESSOR'S Election to Terminate Due to Casualty: LESSOR may only elect to terminate this LEASE due to Casualty if: the Communication Tower, Shed and Premises have been completely destroyed or substantially destroyed by said Casualty; or the estimated time to repair the Premises, Communication Tower and Shed, exceeds sixty (60) days from the date the Casualty occurred. LESSOR shall provide LESSEE with written notice of LESSOR'S election to terminate this LEASE hereinafter provided in Section 14.

c) LESSEE'S Election to Terminate Due to Casualty: If LESSEE does not receive a Notice of Repair from LESSOR within thirty (30) days after the date a Casualty occurred, or if the anticipated period of repair contained in the Notice of Repair exceeds sixty (60) days,

then LESSEE may elect to terminate this LEASE as hereinafter provided in Section 14.

14. TERMINATION — This LEASE may be terminated if any of the following occur:

- a) If pursuant to the terms provided herein, either LESSOR or LESSEE has an election to terminate under this LEASE and LESSOR or LESSEE so elects;
- b) LESSEE may terminate this LEASE if LESSOR has materially breached any obligation stated in this LEASE;
- c) LESSOR may terminate this LEASE if LESSEE has materially breached any obligation of LESSEE stated in this LEASE.
- d) Either party to this LEASE may terminate this LEASE, if a governmental regulatory agency prohibits or substantially restricts the use and operation of the Communication Tower and Shed through no fault of either the parties to this LEASE.
- e) LESSEE may terminate this LEASE in accordance with Section 17 of this LEASE.

In the event either LESSOR or LESSEE chooses to terminate this LEASE as provided herein, then:

- a) written notice of such termination shall be provided to the other party, and
- b) where required by this LEASE, such notice shall specify the reason for termination and,
- c) unless otherwise provided in this LEASE, such notice shall have an effective date of termination of not less than sixty (60) days from the date of said notice.

In case of any termination of the LEASE by LESSEE, the County Administrative Officer or the Tehama County Sheriff, or one of their designees, is authorized to provide such notice to terminate this LEASE.

15. Hold Harmless- LESSOR agrees to indemnify, save, hold harmless, and at LESSEE'S request, defend the LESSEE, its officers, agents, and employees from any and all costs and expenses including attorneys' fees and costs, damages, liabilities, claims, and losses occurring or resulting to LESSEE in connection with the performance, or failure to perform, by LESSOR, its officers, agents, or employees under this LEASE, and from any and all costs and expenses including attorneys' fees and costs, damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform of LESSOR, its

officers, agents, or employees under this LEASE, and from any and all costs and expenses including attorneys' fees and costs, damages, liabilities, claims, and losses occurring or resulting to LESSEE in connection with any acts or omissions by any Third Party User, or their respective officers, agents, or employees.

LESSEE agrees to indemnify, save, hold harmless for all damages to any person or property occurring in, on, or about the Premises and arising out of LESSEES'S use and occupation of said Premises, except that LESSOR shall be liable to LESSEE and shall hold LESSEE harmless for damage resulting from acts or omissions of LESSOR or its officers, agents, or employees. The parties acknowledge that as between LESSOR and LESSEE, each is responsible for acts or omissions of its own officers, agents, employees and invitees, and that LESSOR also is responsible for the acts or omissions of any Third Party User, or their respective officers, agents, employees and invitees.

The provisions of this Section 15 shall survive the termination of this LEASE.

16. INSURANCE- Without limiting the indemnification of each party as stated in Section 15 above, it is understood and agreed that LESSOR and LESSEE shall each maintain, at their sole expense, insurance policies or self-insurance programs to fund their respective liabilities throughout the Term of this LEASE. Coverage shall be provided for comprehensive general liability, automobile liability, and workers' compensation exposure. Evidence of Insurance, Certificates of Insurance or other similar documentation shall not be required of either party under this LEASE but shall be provided upon the request of the other party.

17. NON-FUNDING TERMINATION- This LEASE is contingent on the approval of funds by the appropriating governmental agency, Notwithstanding the termination provisions of Section 14, should funds not be allocated by the County of Tehama Board of Supervisors, this LEASE may be terminated by the LESSEE by giving at least thirty (30) days prior written notice to LESSOR.

18. SURRENDER OF POSSESSION- Upon the expiration or termination of this LEASE, LESSEE will remove the Equipment and surrender LESSEE'S use of the Communication Tower and Shed to LESSOR in such condition as existing at the commencement of this LEASE less reasonable wear and tear, less the effects of any Casualty as herein defined, less any repair or work of improvement by LESSOR, and less the effects of any material breach of LESSOR'S covenant to maintain and cause legal compliance of the Premises, including Communication Tower and Shed.

19. MODIFICATION- Any matter of this LEASE may be modified from time to time during the Term, or its extension, by written amendment to this LEASE signed by the LESSOR and LESSEE, without in any way, affecting the remainder.

20. NON-ASSIGNMENT- Neither LESSOR or LESSEE shall assign or transfer this LEASE or its rights or duties under this LEASE, nor shall LESSOR or

LESSEE delegate its duties under this LEASE, without the prior written consent of the other party to this LEASE.

21. GOVERNING LAW- Venue for any action arising out of or relating to this LEASE shall only be in Tehama County, California. The rights and obligations of each party and all interpretation and performance of this LEASE shall be governed in all respects by the laws of the State of California.

22. NOTICES- All notices, demands, requests, exercises, and other communications under this LEASE by either party shall be in writing and:

a) Sent by the United States Certified Mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United mail, or

b) Sent by a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with that courier, as follows:

LESSEE:

County of Tehama
Dave Hencratt
Sheriff-Coroner
22840 Antelope Blvd
P.O. Box 729
Red Bluff, Ca. 96080
530 529-7950
530-529-7933

LESSOR:

Ducor Telephone Company dba Varcomm
Eric N. Votaw
President & CEO
9950 W. Van Buren St., Suite 135
Avondale, AZ 85338
530-585-2211

Notices given hereunder shall not be amendments or modifications to this LEASE.

23. INDEPENDENT CONTRACTORS- In performance of this LEASE mutually understood and agreed that the parties, including and all of their officer, agents, and employees, will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the other party.

24. AUTHORITY TO EXECUTE LEASE- Each party to this LEASE represents and warrants to the other party to this LEASE that the individual signing this LEASE on behalf such party has been duly authorized to execute this LEASE on behalf of such party, and will, by signing this LEASE on behalf of such party, legally bind such party to the terms and conditions of this LEASE. Each party to this LEASE further represents and warrants to the other party that no other officer, agency, or board, as applicable, is required to give its approval or consent to this LEASE in order for such party to authorize, enter into, and perform its obligations under this LEASE or that if such approval or consent to this LEASE is required, that such approval or consent has been duly obtained.

25. SEVERABILITY- In the event any provisions of this LEASE are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the parties to this LEASE will use their best efforts to meet and confer to determine how to mutually amend such provisions with valid and enforceable provisions, and the remaining provisions of this LEASE will nevertheless continue in force and effect without being impaired or invalidated in any way.

26. NO THIRD PARTY BENEFICIARIES- Notwithstanding anything to the contrary in the LEASE, the provisions of this LEASE are only for the benefit of the LESSOR and the LESSEE, and there are no intended third party beneficiaries of this LEASE, including any Third Party Users.

27. ENTIRE LEASE- This LEASE constitutes the entire agreement between the LESSOR and LESSEE with respect to the subject matter hereof and supersedes all prior agreements, negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly referenced in this LEASE.

This LEASE shall be binding on and inure to the benefit of LESSOR'S and LESSEE'S heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this LEASE to be executed as of the date first herein written.

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

COUNTY OF TEHAMA

Date: MAY - 5 2020

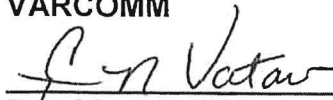

Chairman

Date: 030920


Sheriff-Coroner

**DUCOR TELEPHONE COMPANY, DBA
VARCOMM**

Date: 12-March 2020


President & CEO

E-Contract Review
Approval as to Form

Department Name: Sheriff

Vendor Name: Varcomm.

Contract Description: Lease agreement between the County and Varcomm for the purpose of the Repeater site location for the Southside of the County in Rancho Tehama.

APPROVED AS TO FORM:



Date: 02/28/2020

Office of the Tehama County Counsel
Richard Stout, County Counsel

0505 2 - YAM

E-Contract Review
Approval as to Form

Department Name: Sheriff

Vendor Name: Varcomm.

Contract Description: Lease agreement between the County and Varcomm for the purpose of the Repeater site location for the Southside of the County in Rancho Tehama.

APPROVED AS TO FORM:



Date: 02/28/2020

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: Dennis Garton, Supervisor - District 3
SECONDER: Steve Chamblin, Supervisor - District 1
AYES: Chamblin, Garton, Williams, Bundy, Carlson

10. SHERIFF'S DEPARTMENT

- a) **AGREEMENT** - Approval and authorization for the Chairman to sign the Communication Tower and Equipment Storage Lease Agreement with Ducor Telephone Company dba Varcomm for the lease of a portion of part of the Premises of the real property referred to as Ducor Telephone Company dba Varcomm Site in Rancho Tehama, CA in the amount of \$729.99 for the first year; thereafter the fee will be increased by an amount not to exceed 4% yearly, in the maximum amount not to exceed \$4,000, effective 1/1/20 and ends on 12/31/25.
(Miscellaneous Agreement #2020-112)

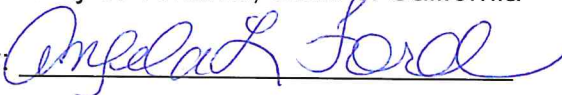
STATE OF CALIFORNIA)
) ss
COUNTY OF TEHAMA)

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 5th day of May, 2020.

DATED: May 19, 2020

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

Deputy:



AMENDMENT #1

**TO THE AGREEMENT BETWEEN THE COUNTY OF TEHAMA
AND DUCOR TELEPHONE COMPANY DBA VARCOMM**

Whereas, the County is for the first time invoking its right to an additional five (5) year lease under Agreement Number 2020-112.

Now therefore, the County of Tehama, through its Sheriff's Office (County) and Ducor Telephone Company DBA Varcomm hereby agree to this Amendment to Agreement Number 2020-112, dated March 12th, 2020, (the "Agreement"). The Agreement shall be amended so that the maximum compensation in **Section 3: RENTS** is increased to \$9,100 to cover the funds necessary for the additional five years.

The lease agreement between the parties shall now extend to December 31, 2030 and the County shall retain the right to renew for one more five-year term which can be invoked unilaterally by the County before December 31, 2030.

It is mutually agreed that all other terms and conditions of Agreement Number 2020-112 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: _____

Sheriff-Coroner Dave Kain

Date: _____

Chairman, Board of Supervisors

**DUCOR TELEPHONE COMPANY, DBA
VARCOMM**

Date: November 4, 2025



AUTHORIZED AGENT

CEO & Chairman of the Board

Agreement #: _____

104766
Vendor Number

2027-53250
Budget Account Number

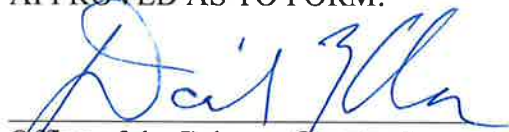
E-Contract Review
Approval as to Form

Department Name: Tehama County Sheriff's Office

Vendor Name: Ducor Telephone Company DBA Varcomm

Document Description: Amendment to Lease Agreement

APPROVED AS TO FORM:

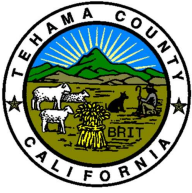


Office of the Tehama County Counsel

Daniel B. Klausner, Senior Deputy County Counsel

Date: _____

11/5/25



Tehama County

Agenda Request Form

File #: 25-2002

Agenda Date: 11/25/2025

Agenda #: 7.

SOCIAL SERVICES

Requested Action(s)

a) AGREEMENT - Request approval and authorization for the Social Services Director or Designee to sign the Agreement with Peerless Building Maintenance Company for the purpose of janitorial services at the office located at 310 S. Main St, Red Bluff, for the amounts as set forth in Exhibit "E", with maximum compensation not to exceed \$107,086.10, effective 11/01/25 and shall terminate 10/31/26

Financial Impact:

This service is budgeted through account 5013-53140, Household Expense. It is a generic cost to all Social Services programs and has been planned in the 2025/2026 Adopted Budget. There is no impact to the General Fund.

Background Information:

Peerless Building Maintenance Company has satisfactorily provided janitorial services for the Department of Social Services for many years. This agreement is for janitorial services at our main building.

**AGREEMENT BETWEEN
THE COUNTY OF TEHAMA AND
PEERLESS BUILDING MAINTENANCE COMPANY**

This agreement is entered into between the County of Tehama, through its Department of Social Services, (“County”) and Peerless Building Maintenance Company (“Contractor”) for the purpose of providing janitorial services at 310 S. Main Street, Red Bluff, CA 96080.

1. **RESPONSIBILITIES OF CONTRACTOR**

During the term of this agreement, Contractor shall:

- A. Designate an individual to have primary responsibility as a liaison with County in carrying out the terms of this contract: Terry Tuttle, 530-222-6369.
- B. Provide services in accordance with the Scope of Work, Exhibit D, and agrees to terms in Debarment, Suspension, and Other Responsibility Matters, Exhibit C, attached hereto and made a part of this contract.
- C. Provide an onsite supervisor to ensure all of the tasks listed in Exhibit D are up to the listed standards, completed as scheduled and to fill out Exhibit F, attached hereto and made a part of this contract.

2. **RESPONSIBILITIES OF THE COUNTY**

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

County shall designate an individual to have primary responsibility as a liaison with Contractor in carrying out the terms of this contract: Michael Emigh, 530-528-4048.

3. **COMPENSATION**

Contractor shall be paid in accordance with the rates set forth in the Fee Schedule, attached hereto as Exhibit E after satisfactorily completing the duties described in this Agreement. The Maximum Compensation payable under this Agreement shall not exceed \$107,086.10. 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. **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 11/01/2025 and shall terminate 10/31/2026, 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:
Bekkie F. Emery, Director Tehama County Department of Social Services P. O. Box 1515 Red Bluff, CA 96080 Fax: 530-527-5410	Terry Tuttle, Owner Peerless Building Maintenance Company 4665 Mountain Lakes Blvd. Redding, CA 96003 Phone: 530-222-6369

INVOICES SUBMITTED TO COUNTY:	PERSON RESPONSIBLE FOR INVOICING:
Invoices may be mailed to: <u>AccountsPayable@tcdss.org</u>	Terry Tuttle, Owner Peerless Building Maintenance Company 4665 Mountain Lakes Blvd. Redding, CA 96003 Phone: 530-222-6369

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 E, attached hereto, and incorporated by reference. In the event of a conflict between the provisions of the main body of this Agreement and any attached Exhibit(s), the main body of the Agreement shall take precedence.

29. **OWNERSHIP OF DOCUMENTS**

All documents, notes, reports, electronic storage media, plans, or any other materials produced by Contractor, with the exception of materials that are made confidential by applicable state and federal law, 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 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 government 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 janitorial services. 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).

37. **DUPLICATION OF SERVICES AND REFERRALS**

Contractor, Contractors' employees and partners, and any Sub-Contractors agree to refer clients to other existing services as appropriate. New and Existing services shall be coordinated to prevent duplication of services.

Contractor certifies, by signing this agreement, that the services being provided would not otherwise be available to registrants free of charge in the absence of County funding.

38. **GOVERNMENT CODE SECTION 31000 FINDING**

Whereas, the Board of Supervisors finds that the custodial and maintenance requirements for the site is sufficiently remote in location and in time from available County maintenance and custodial employee resources that entering into a contract for custodial and maintenance services instead of paying additional expenses to existing County employee resources is in the County's economic interest.

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: 11/3/25


Bekkie F. Emery, Director

**PEERLESS BUILDING
MAINTENANCE COMPANY**

Date: 11/3/25


Terry Tuttle, Owner

101267
Vendor Number

5013-53140
Budget Account Number

93.659, 10.561, 93.558, 93.658, 93.645,
93.667, 63.090, 93.556
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.

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 “Tchama 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

DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Contractor certifies to the best of its knowledge and belief, that it:

- A) Is not presently debarred, suspended, proposed for disbarment, and declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.
- B) Has not been convicted within the preceding three years of this agreement or had a civil judgement rendered against it for:
 - i. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction;
 - ii. Violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocations of customers between competitors, and bid rigging;
 - iii. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or
 - iv. Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility
- C) Is not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses listed above in paragraph (B) (i-iv) of this agreement.
- D) Has not had one or more public transactions (Federal, State, or local) terminated within the preceding three years of this agreement for cause or default.
- E) Contractor shall report immediately to County in writing, any incidents of alleged fraud and/or abuse by either contractor or subcontractors.
- F) Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by County.
- G) Contractor agrees to timely execute any and all amendments to this agreement or other required documentation relating to the contractor's debarment/suspension status.
- H) Contractor agrees to timely execute any and all amendments to this agreement or other required documentation relating to the contractor's debarment/suspension status.

Exhibit D
SCOPE OF WORK

Standards are expected to be at a level 3 or higher. If these standards are not met, Contractor shall RETURN THE FOLLOWING MORNING TO CORRECT AND COMPLETE the activity at an acceptable level. No charges will be incurred for the corrective visit.

For the purpose of these cleaning standards, the term "clean" is defined as: free of dirt, dust, lint, stains, streaks, film, grease, mildew, food, fingerprints, cleaning material, mineral deposits, and all foreign matter.

TCDSS will provide toilet paper, paper towels, paper tissue, seat covers, air freshener, urinal cakes, hand soap, and trash bags. The janitorial crew is to provide any items necessary for cleaning, such as, but not limited to cart, brooms, mops, cleaners, disinfectants, buckets, dusters, vacuums, and any other items needed to properly clean and disinfect the building.

1. RESTROOMS

EACH CLEANING DAY

Clean sinks, countertops, and faucets

- Use an antibacterial cleaner for countertops, sinks and faucets.

Empty trash & replace liners & clean container if soiled

- If the trash containers are soiled, clean with disinfectant, and dry prior to replacing bag.

Clean toilets & urinals, including both sides of seat, around top & sides of bowl

- Urinals, toilet, toilet bowls, and toilet seats will be clean. Take bleach or disinfectant and pour a cup into the basin of the toilet, let sit for a few minutes. (Contact kill time for disinfectant detergent is 30 seconds to one minute). All toilet seats will be washed on both sides and around the fasteners. Clean around the outside of the toilet, especially the front near the top. Take a toilet brush and scrub in and around the basin to clean. Flush.

Check & stock towels, toilet paper, seat cover & hand soap

Wipe door & stall handles with disinfectant

EACH CLEANING DAY

Sweep & mop floors, including around toilets and urinals (more often if needed)

Spot clean walls stall, walls as needed

Clean mirrors - Use a cleaner for mirrors to avoid streaking

ONCE A MONTH

Thoroughly clean corners & remove cobwebs.

Dust top of stall railings

Dust top of lighting fixtures

ONCE A QUARTER

Machine Scrub Restroom Floors (once annually the floors will be stripped and re-waxed rather than scrubbed)

2. RECEPTION AND PUBLIC AREAS

EACH CLEANING DAY

- Empty trash containers & replace liners
- Vacuum entrance mats
- Check & clean entrance glass inside and out, as needed
- Sweep outside entrances & pick up debris
- Vacuum all carpet areas
- Spot clean walls
- Dust visible counter areas (not individual desks)
- Sweep & mop hard surface floors

ONCE A MONTH

- Thoroughly check all corners and remove cobwebs
- Clean window ledges
- Dust top of lighting fixtures

ONCE A QUARTER

- Clean all windows inside and outside

3. OUTSIDE

ONCE A WEEK OR AS NEEDED

- Clean cigarette butts and debris from Entrance area
- Pick up debris as needed in planter

CLEANING STANDARDS REQUIRED

Standards are expected to be at a level 3 or higher. If these standards are not met, Contractor shall RETURN THE FOLLOWING MORNING TO CORRECT AND COMPLETE the activity at an acceptable level. No charges will be incurred for the corrective visit.

1. EXCEPTIONAL

- floor coverings are clean and free of debris, including staples and paperclips.
- litter containers clean with little waste.
- no dust on vertical surfaces.
- glass clean and sparkling.
- toilet seats are shiny and white, no foreign matter on seat or floor
- GENERAL IMPRESSION IS ONE OF ORDERLY SPOTLESSNESS

2. EXCEEDS STANDARD

- floor coverings clean and free of debris, including paperclips.
- litter containers clean with little waste.
- little dust accumulation.
- glass clean and sparkling.
- toilet seats are shiny and white, no foreign matter on seat or floor
- GENERAL IMPRESSION IS ONE OF ORDINARY TIDINESS

3. MEETS STANDARDS

- floor coverings clean and free of paper scraps.
- litter containers have little waste.
- some dust accumulation on others surfaces
- glass clean and sparkling
- toilet seats are shiny and white, no foreign matter on seat or floor
- GENERAL IMPRESSION IS ONE OF CASUAL INATTENTION

4. MARGINAL

- floor coverings dirty
- litter containers often full or overflowing
- dust accumulation is evident
- glass will show some streaks and hand prints
- toilet seats are not shiny, may be dull in appearance.
- GENERAL IMPRESSION IS ONE OF MODERATE DINGINESS

5. UNACCEPTABLE

- floor coverings will be dirty and dusty
- litter containers will be full to overflowing
- there are dust marks on furniture
- glass will be dirty and hand printed
- toilet seats are not shiny, may be dull in appearance, foreign matter on seat or floor
- GENERAL IMPRESSION IS ONE OF UNKEMPT NEGLECT.

Contractor also agrees to the following facility access requirements:

Physical Access Security

Contractor agrees to review access provided to all Contractor personnel at least once per month and notify County of any changes required. Contractor agrees to notify County of any Contractor personnel who no longer require access to County facilities as soon as possible, but no later than 24 hours of that access no longer being required. Contractor agrees that this notice is required for reasons including but not limited to termination, transfer, reassignment of duties, leave of absence longer than 2 weeks, or any other reason for which access is no longer required.

Contractor agrees to secure all devices that allow access to County facilities. Contractor agrees to notify County immediately upon knowledge of lost badges or keys that allow access to County facilities.

Upon request, Contractor must provide County with a current list of Contractor personnel and (sub) contractors, including job descriptions, with privileges to access County facilities.

County may, at its sole discretion, revoke access provided to any Contractor personnel or (sub) contractor for any reason at any time, without prior notice.

Exhibit E

FEE SCHEDULE

Monthly fee for services listed in Exhibit D:

November and December 2025 \$8,055.55

Effective January 1, 2026, accommodating the CA minimum wage increase to \$16.90 per hour:

January 2026 – October 2026 \$8,277.00

Services below will be billed separately, at time of service:

Quarterly Carpet Cleaning in Conference Rooms	\$250.00 per quarter
Carpet Cleaning for Entire Office (twice per year)	\$2,700.00 per service
Scotch Guard Treatment for Heavy Traffic Areas (twice per year)	\$675.00 per service
Annual Cleaning of the Skylight Windows	\$455.00 per service

Exhibit F

CLEANING SCHEDULE FOR MONTH OF _____

		Verified by Supervisor _____ Date: _____		
DAILY		1 x MONTH	1 x Quarter	1 x Quarter
RESTROOMS	M T W TH F Clean Sinks countertops, and faucets	Date _____ Sweep & mop floors, including around toilets and urinals (more often if needed)	Date _____ Thoroughly clean corners & remove cobwebs.	Date _____ Strip and re-wax restroom floors
	M T W TH F Empty Trash & replace liners & clean container if soiled	Date _____ Spot clean walls and stall walls as needed	Date _____ Dust top of light fixtures.	Date _____ Strip and re-wax restroom floors
	M T W TH F Clean toilets & Urinals	Date _____ Clean Mirrors using cleaner	Date _____ Dust top of stall railings	Date _____ Strip and re-wax restroom floors
	M T W TH F Check & Stock towels, toilet paper, seat cover & handsoap			
	M T W TH F Wipe door & stall handles with disinfectant			
		WEEK 1 _____	WEEK 2 _____	WEEK 3 _____
		WEEK 4 _____	WEEK 5 _____	

	DAILY	WEEKLY	3 X WEEK	1 X MONTH	1 x Quarter	1 x Quarter	1 x Quarter	1 x Quarter
Offices and Public Areas including hallways, cubicles and entrances	M T W TH F Empty trash containers & replace liners	Date Vacuum all carpet areas	Date Sweep & Mop hard surface floors	Date Dust top of light fixtures.	Date Clean all windows inside and out	Date Clean all windows inside and out	Date Clean all windows inside and out	Date Clean all windows inside and out
	M T W TH F Vacuum entrance mats	Date Spot clean walls	Date Clean drinking fountains	Date Clean window ledges	Date Strip and re-wax Lobby and Kitchen floors	Date Strip and re-wax Lobby and Kitchen floors	Date Strip and re-wax Lobby and Kitchen floors	Date Strip and re-wax Lobby and Kitchen floors
	M T W TH F Check & clean entrance glass	Date Dust counter areas	Date Vacuum all TRAFFIC areas (carpet)	Date Thoroughly check all corners and remove cobwebs	Date Strip and re-wax Lobby and Kitchen floors	Date Strip and re-wax Lobby and Kitchen floors	Date Strip and re-wax Lobby and Kitchen floors	Date Strip and re-wax Lobby and Kitchen floors
	inside and out, as needed	Date Dust top of panels		Date Dust top of cubicle railings	Date Clean Carpet in Conference Rooms	Date Clean Carpet in Conference Rooms	Date Clean Carpet in Conference Rooms	Date Clean Carpet in Conference Rooms
	M T W TH F Sweep outside entrance & pick up debris							

CLEANING SCHEDULE FOR MONTH OF _____

Verified by Supervisor _____

Date: _____

DAILY		WEEKLY	1 x MONTH	1 x Quarter	1 x Quarter	1 x Quarter	1 x Quarter
SHOWER ROOM	M T W TH F Clean Sinks countertops, and faucets	Date Sweep & mop floors, (more often if needed)	Date Thoroughly clean corners & remove cobwebs	Date Strip and re-wax restroom floors	Date Strip and re-wax restroom floors	Date Strip and re-wax restroom floors	Date Strip and re-wax restroom floors
	M T W TH F Wipe door handles with disinfectant	Date Disinfect shower stall walls	Date Dust top of light fixtures				
	M T W TH F Empty trash and replace liners and clean container if soiled	Date Clean Mirrors					
	M T W TH F Check and stock paper towels and hand soap						

E-Contract Review
Approval as to Form

Department Name: Social Services

Vendor Name: Peerless Building Maintenance Company

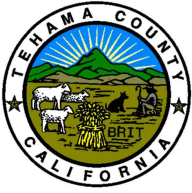
Contract Description: For the purpose of janitorial services

APPROVED AS TO FORM:



Date: 11/10/2025

Office of the Tehama County Counsel
Margaret Long, County Counsel



Tehama County

Agenda Request Form

File #: 25-1955

Agenda Date: 11/25/2025

Agenda #: 8.

BOARD OF SUPERVISORS

Requested Action(s)

a) Determine that there is a need to continue the emergency proclamation, proclaiming the existence of the local emergency in Tehama County that caused conditions of peril

Financial Impact:

The requested action has no financial impact. Total impacts of the flooding damage are still being quantified, and State assistance is being sought.

Background Information:

At the September 16, 2025 meeting, the Board of Supervisors approved an emergency proclamation due to the forced closure of the Newville Road Bridge and the looming threat to Woodson Bridge, both caused by Winter Storm events. The Board also declared an emergency for this situation on February 7, 2025, before the full extent of the damage was known.

Staff are working to mitigate the existing issues to restore public access and prevent further damages but has not yet been able to meet all needs.

The Board took action to extend this emergency on October 7, 2025, October 28, 2025, and action must continue every 30 days to continue.

**PROCLAMATION OF A LOCAL EMERGENCY
BY THE TEHAMA COUNTY BOARD OF SUPERVISORS**

WHEREAS, the Board of Supervisors of Tehama County does hereby find; that conditions of extreme peril to the safety of persons and property have arisen within said Tehama County, caused by the unanticipated closure of the Newville Road bridge at Kendrick Creek due to the scour and undermining caused by Winter Storms in a previous emergency proclaimed February 7, 2025; that catastrophic damage from this event was not apparent in the immediate aftermath of the storms; that closure of this route limits the response ability of law enforcement, medical, and fire services; that the looming threat of catastrophic erosion-caused damage to Woodson Bridge was accelerated to a critical point by the Winter Storms in the aforementioned and another previously-declared emergency and; that these conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of Tehama County;

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a local emergency now exists throughout Tehama County due to both the existing and threatened conditions, as set forth above, and;

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of said local emergency the powers, functions, and duties of the emergency organization of Tehama County shall be those prescribed by state law, by ordinances, and resolutions of Tehama County, and approved by the Board of Supervisors and by the Tehama County Operational Area Emergency Operations Plan as approved by the Board of Supervisors; and,

IT IS FURTHER ORDERED that a copy of this proclamation be forwarded to the Secretary of the California Emergency Management Agency.

Signed: 
Chairman, Tehama County Board of Supervisors

Dated: 9/16/2025

Print Name Matt Hansen

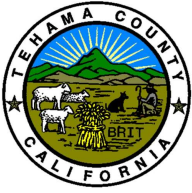
Address 727 Oak Street
 Red Bluff, CA 96080

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 Proclamation adopted by the Board of Supervisors on the 16th, day of September, 2025.

Dated this 16 day of September, 2025.

Sean Houghtby, County Clerk and ex-officio
Clerk of the Board of Supervisors,
County of Tehama, State of California

By 
Deputy



Tehama County

Agenda Request Form

File #: 25-2025

Agenda Date: 11/25/2025

Agenda #: 9.

APPROVAL OF MINUTES

Requested Action(s)

- a) Waive the reading and approve the minutes of the regular meeting held
- 1) 10/21/2025
 - 2) 10/28/2025
 - 3) 10/28/2025 Special Meeting

Financial Impact:

None

Background Information:



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

Gabriel Hydrick
Chief Administrator

Margaret Long
County Counsel

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

Present: Supervisor Greg Jones, Supervisor Rob Burroughs, Supervisor Tom Walker, Vice Chair Pati Nolen, and Chairperson Matt Hansen

9:00 AM CALL TO ORDER / PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

A resident commented about the bible and read a passage about authority.

9:07 A.M. Chairman Hansen joined the meeting.

A resident shared information sent to the Board regarding the closing of the Tehama Concert Series.

A resident commented about a voter ID petition that is in circulation. He further commented that we are blessed with some good music from the Western Open today.

A resident commented about a settlement that the Chief Administrator received and about complaints filed against him.

A resident commented that the courts are fictitious and presented some paperwork in his ongoing court cases.

A resident commented about an in-custody death in the jail and conditions of the jail.

A resident commented about a settlement to the Chief Administrator and his contract renewal. She further commented about rumors about her and other settlements the County has paid. A resident commented about the fiddlers and mental health.

9:26 A.M. Supervisor Nolen joined the meeting

Sheriff Dave Kain commented that the Jail is inspected annually by the Grand Jury, Public Health, and the State and that the jail has passed all inspections.

ANNOUNCEMENT OF AGENDA CORRECTIONS

None

PREVIOUS REPORTABLE ACTIONS FROM CLOSED SESSION

21. CLOSED SESSION 25-1590

a) PERSONNEL / PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957)

Title: Part One of the Environmental Health Director Annual Performance Evaluation Process

Reportable Action: Part One of Evaluation Completed

22. CLOSED SESSION 25-1682

a) PERSONNEL / PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957)

Title: Part Two of the Chief Probation Officer Annual Performance Evaluation Process

Reportable Action: Evaluation complete

23. CLOSED SESSION 25-1713

a) PERSONNEL / PUBLIC APPOINTMENT OR EMPLOYMENT (Government Code Section 54957)

Title: Interim Public Guardian / Public Administrator Director

Reportable Action: No reportable action

24. CLOSED SESSION 25-1714

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

Agency Negotiators: TBD

Employee: Social Services Director

Reportable Action: 4-0 to appoint Gabriel Hydrick as Agency Labor Negotiator

25. CLOSED SESSION 25-1735

a) CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Paragraph (1) of subdivision (d) of Government Code Section 54956.9). Case name: Bline. v. Rogers et al., Case No. 2:25-CV-02318-JDP

Reportable Action: 4-0 to appoint Angelo, Kilday & Kilduff LLP to represent County and individually named employees.

BOARD OF SUPERVISORS STANDING AND AD HOC COMMITTEE

Public Works Committee (Standing) (Hansen, Walker) - Meets October 22nd

Veterans Halls Advisory Committee (Standing) (Burroughs, Jones) - Did not meet

Public Safety Tax Initiative Working Group (Burroughs, Jones) - Update to be included as part of Item 34

Personnel Procedures & Guidelines Ad Hoc Committee (Burroughs, Walker) - Did not meet

City of Red Bluff/Tehama County Ad Hoc Committee (Walker, Burroughs) - Meeting to be rescheduled

Rent Control Ordinance Ad Hoc (Jones, Nolen) - Met October 20th, encouraged people to schedule interviews.

REPORTS OF MEETINGS ATTENDED INCLUDING AB1234

Supervisor Jones - Groundwater Commission

Supervisor Burroughs - Groundwater Commission, Flood Control and Water Conservation District

Supervisor Walker - Tehama County Health Fair, St. Elizabeth announcement of Sierra Pacific donation for remodel, Flood Control Commission

Supervisor Nolen - Groundwater Commission, Flood Control and Water Conservation District, 1st Five meeting, Mobile Home Rent Stabilization

Supervisor Hansen - St. Elizabeth announcement of Sierra Pacific donation for remodel, Groundwater Commission, Flood Control and Water Conservation District, Behavioral Health Advisory Board, Multi-Casualty Incident Team

ANNOUNCEMENTS BY COUNTY DEPARTMENTS

Personnel Director Coral Ferrin discussed the Health Fair attendance and the information that was available there. Mrs. Ferrin thanked Facilities Maintenance, the vendors and her staff for putting on the event.

Health Services Executive Director Jayme Bottke gave an update on out of state travel by the Clinic Director for training. Mrs. Bottke further gave information about the Federal shut down and that WIC looks to have funding through the end of November.

Social Services Director Bekkie Emery gave an update on the impacts of the Federal shutdown on Social Services. CalFresh benefits are currently on hold and the November benefits will be impacted if the shutdown continues through Thursday. Mrs. Emery and her staff are working on messaging to send to clients regarding updates and resources available in the community.

CONSENT AGENDA

Approval of the Consent Agenda

A motion was made by Supervisor Walker, seconded by Supervisor Jones, to approve the Consent Agenda. The motion carried by the following vote:

RESULT: APPROVED THE CONSENT AGENDA
MOVER: Tom Walker
SECONDER: Greg Jones
AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

1. **GENERAL WARRANT REGISTER - 9/21/25 - 10/04/25** **25-1775**
2. **AUDITOR'S CLAIMS** **25-1769**
 - a) Court Operations, 2026-53221, Lindsay T. Stone, \$2,720.00.
3. **AUDITOR'S CLAIMS** **25-1776**
 - a) Court Operations, 2026-53221, CASL Inc DBA Diana M Callahan, \$862.00.
 - b) Court Operations, 2026-53221, Stone Law Office DBA Lindsay T. Stone, \$3,120.00.
4. **ADMINISTRATION / PURCHASING** **25-1678**
 - a) Declare the following vehicles to be surplus County property:
 - 1) ROAD - 2007 Ford F-250, VIN # 1FTNX20547EB08644, County Inventory #26666, Stock #623
 - 2) HEALTH SERVICES AGENCY - 2008 Dodge Caravan, VIN # 1D8HN44H68B149798, County Inventory #26966, Stock #950
 - b) Request authorization for Trindel to dispose of the property in the manner that provides the highest possible return to the County
5. **SOCIAL SERVICES / PERSONNEL** **25-1728**
 - a) OTHER THAN "A" STEP - Request approval to appoint the applicant as Supervising Staff Services Analyst, Range 39 Step B, effective 9/21/25 or upon successful completion of all pre-employment requirements
6. **TREASURER / TAX COLLECTOR** **25-1709**
 - a) RESOLUTION - Request adoption of a resolution to authorize the Tax Collector, or designee, to accept partial payments of delinquent unsecured taxes as provided in Revenue and Taxation Code section 2927.6 and to establish a delinquent unsecured property tax installment plan

Enactment No: RESO NO. 2025-089
7. **SOCIAL SERVICES** **25-1773**
 - a) AGREEMENT - Request approval and authorization for the Social Services Director to sign the agreement with SolutionsWest for the provision of temporary Medi-Cal support services with a maximum compensation not to exceed \$250,000 effective from the date of signing through 2/28/26 (*Subject to receipt of required insurance documentation*)

Enactment No: MISC. AGR 2025-304
8. **DISTRICT ATTORNEY** **25-1780**

a) Request approval and authorization for the District Attorney to apply for the 2025 Victim/Witness Assistance Program Grant through the California Emergency Management Agency for funding in the amount of \$334,113

b) AGREEMENT- Request approval and authorization for the District Attorney to sign the Grant Award Agreement for the 2025 Victim Witness Assistance Program Grant and all related documents with the California Emergency Management Agency in the amount of \$334,113

Enactment No: MISC. AGR 2025-305

9. DISTRICT ATTORNEY

25-1782

a) Request approval and authorization for the District Attorney to apply for the 2025 Human Trafficking Advocacy Grant through the California Emergency Management Agency for funding in the amount of \$147,000

b) AGREEMENT- Request approval and authorization for the District Attorney to sign the Grant Award Agreement for the Human Trafficking Advocacy Grant and all related documents with the California Emergency Management Agency in the amount of \$147,000

Enactment No: MISC. AGR 2025-306

10. SHERIFF'S OFFICE

25-1783

a) AGREEMENT - Request approval and authorization for the Sheriff to sign the Asset Disposition Services Agreement Addendum No. 1 with PropertyRoom.com, Inc. (Misc. Agree. 2020-288) for the provision of web-based auctions to dispose of excess property collected during the investigations, extending the term effective 9/16/25 and shall terminate 9/16/30

Enactment No: MISC. AGR 2025-307

11. SHERIFF'S OFFICE

25-1722

a) TRANSFER OF FUNDS: SHERIFF; B-11 - From Public Safety (106-301900), to Contingency (2002-59000), \$63,366.25; and From Contingency (2002-59000) to Professional/Special Services (2027-53230), \$63,366.25 (**Requires 4/5's vote**)

12. DEPARTMENT OF AGRICULTURE

25-1784

a) AGREEMENT - Request approval and authorization for the Agricultural Commissioner to sign cooperative agreement No. 25-0251-018-SF with the California Department of Food and Agriculture (CDFA) for the provision of Asian Citrus Psyllid detection trapping in the amount not to exceed \$8,000, effective 10/1/25 through 9/30/26

Enactment No: MISC. AGR 2025-308

13. DEPARTMENT OF AGRICULTURE

25-1785

a) AGREEMENT - Request approval and authorization for the Agricultural Commissioner to sign Agreement No. 24-0469-036-SF with the California Department of Food and Agriculture for the provision of conducting Pierce's Disease Control Program with an amount not to exceed \$43,829.29 effective 7/1/25 and shall terminate 9/30/26

Enactment No: MISC. AGR 2025-309

14. HEALTH SERVICES AGENCY / MENTAL HEALTH

25-1412

a) AGREEMENT - Request approval and authorization for the Executive Director to sign the agreement with California State University, Humboldt for placement of students for the Social Work Program, effective 10/14/25 and shall terminate 6/30/30

Enactment No: MISC. AGR 2025-310

15. HEALTH SERVICES AGENCY / MENTAL HEALTH 25-1756

a) AGREEMENT - Request approval and authorization for the Health Services Agency Executive Director to sign Amendment No. 1 to the Standard Agreement 24MHSOAC038 (Misc. Agree. 2024-357) with the Behavioral Health Services Oversight and Accountability Commission for Round 4, Category 1 of the Behavioral Health Student Services Act of 2019 (BHSSA) grant, in an amount not to exceed \$500,000 effective 12/12/24 and extended until 3/31/28

Enactment No: MISC. AGR 2025-311

16. HEALTH SERVICES AGENCY / MENTAL HEALTH 25-1791

a) AGREEMENT - Request approval and authorization for the Health Services Agency Executive Director to sign Amendment No. 1 to the Standard Agreement 24MHSOAC023 (Misc. Agree. 2024-358) with the Behavioral Health Services Oversight and Accountability Commission for Round 4, Category 3 of the Behavioral Health Student Services Act (BHSSA) of 2019, in an amount not to exceed \$450,000, effective 12/9/24 and extended until 3/31/28

Enactment No: MISC. AGR 2025-312

17. HEALTH SERVICES AGENCY / MENTAL HEALTH 25-1800

a) AGREEMENT - Request approval and authorization for the Executive Director to sign the Amendment No. 1 to the Misc. Agreement 2024-202 with Psynergy Programs Inc. for the purpose of providing long-term care for adults with serious mental illness in need of high-level placements, in the amount not to exceed \$450,000 during any fiscal year, with a total maximum compensation not to exceed \$900,000, effective 7/1/24 and shall terminate 6/30/26, thereby amending the rates in Exhibit B and C (*Subject to receipt of required insurance documentation*)

Enactment No: MISC. AGR 2025-313

18. HEALTH SERVICES AGENCY / MENTAL HEALTH 25-1793

a) OTHER THAN "A" STEP - Request approval to appoint the applicant as an Office Assistant II, Range 12, Step B, effective 11/2/25, or upon successful completion of all pre-employment requirements

- 19. HEALTH SERVICES AGENCY / PUBLIC HEALTH 25-1798**
a) AGREEMENT - Request approval and authorization for the Executive Director to sign the FY 25/26 Federal Compliance Requirements of the Immunization Grant No.: 1 NH23IP922690-01-00 with the California Department of Public Health (CDPH), for the purpose of grant funding to provide immunization services to the general public, not to exceed \$28,964, effective 7/1/25 to 6/30/26
Enactment No: MISC. AGR 2025-314

- 20. CLERK & RECORDER 25-1742**
a) AGREEMENT - Request confirmation of the Clerk & Recorder to sign the Addendum to the Memorandum of Understanding with the Department of Justice (DOJ) (Misc. Agree. #185-2013) for regulation and oversight of the Electronic Recording Delivery System (ERDS) Program in the amount of \$1,057.57, thereby extending the date through 6/30/26
Enactment No: MISC. AGR 2025-315

REGULAR AGENDA

- 21. WESTERN OPEN FIDDLE ASSOCIATION - Western Open Fiddle Championships Co-Chairman Sharon Barrett 25-1771**

a) INFORMATIONAL PRESENTATION - Performance by Western Open Fiddle Championships

Western Open Fiddle Championships Co-Chairman Sharon Barret gave some information about the Western Open Fiddle Championship and introduced the band that performed for the Board.

- 22. IHSS PUBLIC AUTHORITY / PERSONNEL - Social Services Director Bekkie Emery 25-1688**

a) Request approval of a new classification specification of Public Authority Supervisor, effective 10/21/25

RESULT: APPROVE

MOVER: Tom Walker

SECONDER: Pati Nolen

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

~~b) IHSSPA RESOLUTION - Request adoption of a resolution amending the Terms & Conditions of Employment for In-Home Support Services Public Authority Unrepresented Employees IHSSPA Resolution Number 2022-96~~

~~**RESULT:** APPROVE~~

~~**MOVER:** Pati Nolen~~

~~**SECONDER:** Tom Walker~~

~~**AYES:** Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen~~

c) RESOLUTION - Request adoption of a resolution to amend the FY 2025-26 Position Allocation List (PAL), (Reso #2025-074), by adding one (1.00) Public Authority Supervisor, effective 10/21/25

In response to Supervisor Walker, Director Emery gave information on a position that will be eliminated with this change.

RESULT: APPROVE

MOVER: Pati Nolen

SECONDER: Tom Walker

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

Enactment No: RESO NO. 2025-091

10:00 A.M.

RECESS to convene as the Tehama County Board of Equalization

24. TEHAMA COUNTY BOARD OF EQUALIZATION - County Assessor 25-1807

Burley Phillips

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

1) Assessment Appeal No. 22-2023, Reynolds Consumer Products LLC

RESULT: APPROVE

MOVER: Tom Walker

SECONDER: Pati Nolen

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

b) Request approval of the following withdrawals as recommended by the County Assessor:

1) Assessment Appeal No. 17-2023, US Bank of California

2) Assessment Appeal No. 20-2023 A-D, TA Operating LLC

RESULT: APPROVE

MOVER: Pati Nolen

SECONDER: Greg Jones

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

ADJOURN to reconvene as the Tehama County Board of Supervisors

25. ASSESSOR / PERSONNEL - Assessor Burley Phillips 25-1792

a) OTHER THAN "A" STEP - Request approval to appoint the applicant as Assessment Clerk I, Range 12, Step E, effective 10/22/25 or upon successful completion of all pre-employment requirements.

RESULT: APPROVE

~~MOVER:~~ Pati Nolen

~~SECONDER:~~ Rob Burroughs

~~AYES:~~ Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice
Chair Nolen, and Chairperson Hansen

23. TREASURER / TAX COLLECTOR - Treasurer/Tax Collector Parker 25-1533

R. Hunt

a) RECEIVE DEPARTMENT HEAD OUT OF STATE TRAVEL REPORT -
Treasurer/Tax Collector Parker R. Hunt to travel to Virginia for the Government AI
Summit with David Bliss, Information System Manager.

b) TRANSFER OF FUNDS - TREASURER/TAX COLLECTOR, B-5, from Contingency
(1109-59000) to Other Fees (1022-461060) \$4,000; and from Contingency
(1109-59000) to Travel (1022-53290) \$4,000 **(Requires a 4/5's vote)**

RESULT: APPROVE

MOVER: Pati Nolen

SECONDER: Rob Burroughs

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice
Chair Nolen, and Chairperson Hansen

RECESS to convene as the Tehama County Sanitation District No. 1

26. SANITATION DISTRICT NO. 1 - Interim Public Works Director Tom 25-1739

Provine

a) INCREASE REVENUE / EXPENDITURE: SANITATION DIST. NO. 1, B-12 - From
American Rescue Act revenue (60510-450751) (-\$38,138.00), Fund Balance Available
(605-301900) \$65,573.00, Maintenance Structure & Grounds (60510-53180)
(-\$136,336.00), Intrafund Transfer (60510-59900) (-\$56,000), Insurance
(60510-53150) \$12,640.00 and Professional Services (60510-53230) \$207,131.00, for
a total increase amount of \$27,435 **(Requires 4/5's vote)**

RESULT: APPROVE

MOVER: Pati Nolen

SECONDER: Rob Burroughs

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice
Chair Nolen, and Chairperson Hansen

ADJOURN to reconvene as the Tehama County Board of Supervisors

27. SHERIFF / PURCHASING - Sheriff Dave Kain 25-1747

a) TRANSFER OF FUNDS: SHERIFF, B-10 - From Public Safety (106-301900) to
Contingency (2002-59000) \$65,301.80; and From Contingency (2002-59000) to
Vehicles (2027-57605), \$65,301.80 **(Requires 4/5's vote)**

RESULT: APPROVE

MOVER: Rob Burroughs

SECONDER: Pati Nolen

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice
Chair Nolen, and Chairperson Hansen

b) BID WAIVER:

- 1) Request to adopt the finding that California State Contract 1-22-23-20F with Downtown Ford for the acquisition of (2) two 2025 Ford Mavericks meet all Tehama County bidding criteria and allow the County to take advantage of special low pricing without the time and expense involved with conducting a formal bid process
- 2) Request to find it in the best interest of the County to waive the formal bid process for the acquisition of (2) two 2025 Ford vehicles based on the finding

RESULT: APPROVE
MOVER: Tom Walker
SECONDER: Pati Nolen
AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

c) Request authorization for the Purchasing Agent to sign a purchase order to Downtown Ford for the acquisition of (2) two 2025 Ford Mavericks in the amount of \$65,301.80

RESULT: APPROVE
MOVER: Greg Jones
SECONDER: Pati Nolen
AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

28. SHERIFF / PURCHASING - Sheriff Dave Kain 25-1751

a) BID WAIVER:

- 1) Request to adopt the finding that California State Contract 1-22-23-20A with Downtown Ford, for the acquisition of (1) one new 2024 Ford F150 Regular Cab 4X4 meets all Tehama County bidding criteria and allow the County to take advantage of special low pricing without the time and expense involved with conducting a formal bid process
- 2) Request to find it in the best interest of the County to waive the formal bid process for the acquisition of (1) one new 2024 Ford Regular Cab based on the finding

RESULT: APPROVE
MOVER: Rob Burroughs
SECONDER: Pati Nolen
AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

b) Request authorization for the Purchasing Agent to sign a purchase order to Downtown Ford, for the acquisition of (1) one new 2024 Ford F150 Regular Cab 4X4 in the amount of \$45,754.31

RESULT: APPROVE
MOVER: Tom Walker
SECONDER: Pati Nolen

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

29. SHERIFF / PERSONNEL - Sheriff Dave Kain 25-1746

a) OTHER THAN "A" STEP - Request approval to appoint applicant as Sheriff's Supervising Communications Dispatcher, Range 34, Step E, upon successful completion of all pre-employment requirements

RESULT: APPROVE

MOVER: Greg Jones

SECONDER: Pati Nolen

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

30. PERSONNEL - Personnel Director Coral Ferrin 25-1724

a) Request adoption of revised TCPR §1407: Political Activities

RESULT: APPROVE

MOVER: Pati Nolen

SECONDER: Tom Walker

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

b) Request adoption of revised TCPR §2103: Recruitment

RESULT: APPROVE

MOVER: Pati Nolen

SECONDER: Tom Walker

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

c) Request adoption of revised TCPR §2105: Screening Process

RESULT: APPROVE

MOVER: Pati Nolen

SECONDER: Tom Walker

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

d) Request adoption of revised TCPR §2106: Interview Process

RESULT: APPROVE

MOVER: Pati Nolen

SECONDER: Tom Walker

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

e) Request adoption of revised TCPR §2301: Probation Period Permanent Status

RESULT: APPROVE

MOVER: Pati Nolen

SECONDER: Tom Walker

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

f) Request adoption of revised TCPR §7409: Skelly Process

RESULT: APPROVE

MOVER: Pati Nolen

SECONDER: Tom Walker

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

g) Request adoption of revised TCPR §7410: Appeals Process

Jenny Alexander commented that she is opposed to any Tehama County employee serving as a Skelly officer.

RESULT: APPROVE

MOVER: Pati Nolen

SECONDER: Tom Walker

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

Sheriff Dave Kain commented that the Skelly policy is in conflict with the Deputy Sheriff MOU.

Michael Kain commented that the changes do not spell out who does what and that more discussion is needed.

Personnel Director Coral Ferrin commented that there is language in the policies that the MOUs prevail over these policies if there is a conflict.

Supervisor Burroughs asked who would be the Skelly officer and how they are chosen.

Mrs. Ferrin responded that both the employee and the bargaining unit have the ability to request a new Skelly officer if they feel there is a conflict.

Supervisor Hansen asked if a family member could be a Skelly Officer.

Mrs. Ferrin responded that a family member could not be the Skelly Officer, as they need to be unbiased.

31. PERSONNEL - Personnel Director Coral Ferrin

25-1779

a) Request adoption of revised TCPR §4201: Holidays

RESULT: APPROVE

MOVER: Pati Nolen

SECONDER: Greg Jones

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

32. BOARD OF SUPERVISORS

25-1741

a) RESOLUTION - Request adoption of resolution affirming Tehama County's commitment to fair treatment and condemning caste-based discrimination

RESULT: APPROVE

MOVER: Tom Walker

SECONDER: Pati Nolen

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

Enactment No: RESO NO 2025-092

33. BOARD OF SUPERVISORS

25-1736

a) STUDY SESSION - To review and receive input regarding an increase to the current monthly fuel stipend for the Board of Supervisors

Supervisor Burroughs explained that he has a large district and that he has to drive in order to do his job. He further commented that it costs him personally to drive and do his job as a Supervisor.

Discussion took place on the current vehicle/fuel stipend at the current amount of \$500 per month.

Liz Merry asked if the stipend requires any proof. She further commented that the Supervisors should be paid more and that the Board should think about another ballot initiative for a raise.

Michael Kain asked why a Supervisor wasn't informed about what stipends are available to them.

Administrative Services Director Tom Provine clarified that all of the Supervisors are receiving a vehicle stipend.

Discussion took place regarding the distance the Supervisors have to drive and the cost of gas.

Direction was given to staff to research the vehicle stipend and bring back numbers adjusted for inflation.

FUTURE AGENDA ITEMS

Supervisor Burroughs - Study session on flood control issues around enforcement and permitting.

Chairman Hansen - Christmas lights contest.

11:09 A.M. RECESS to convene in Closed Session

35. CLOSED SESSION 25-1591

PERSONNEL / PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957)

Title: Part Two of the Environmental Health Director Annual Performance Evaluation Process

36. CLOSED SESSION 25-1723

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

Agency Negotiators: Che Johnson & Coral Ferrin

Employee Organization: Joint Council of International Union of Operating Engineers, Local 39

37. CLOSED SESSION 25-1744

a) PERSONNEL / PUBLIC APPOINTMENT OR EMPLOYMENT (Government Code Section 54957)

Title: Interim Public Works Director

38. CLOSED SESSION 25-1789

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

Agency Negotiators: Gabriel Hydrick

Employee: Social Services Director

39. CLOSED SESSION 25-1809

a) CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (54956.9 (d)(2))

1:30 P.M.

1:30 P.M. RECONVENE

Chairman Hansen announced that the Board would recess to closed session, as the presenter for the next item is running late.

1:31 P.M. RECESS

2:00 P.M. RECONVENE

34. BOARD OF SUPERVISORS 25-1750

a) STUDY SESSION - To review and receive input regarding the Public Safety Sales Tax Initiative

Joy Kummer from TeamCivX gave a presentation regarding the services her company provides for Ballot Measure research and surveys.

In response to Supervisor Walker, the presenter explained how her firm will conduct the research to develop a good survey covering many potential priorities.

Chairman Hansen commented that he feels this survey has value to determine voter priorities.

In response to Supervisor Burroughs, the presenter gave an estimate of \$50,000 for the total costs of the survey.

Jenny Alexander commented that she appreciates Supervisor Jones efforts and would like to see a bid process for selecting the contractor.

Jessica Clark commented that she thinks the sales tax measure would be more successful if it was only for the Sheriff. Ms. Clark further commented that the City of Red Bluff did a survey and their sales tax measure failed.

Sheriff Dave Kain commented that he would like to see this tax measure go for public safety as a whole. Mr. Kain commented that he wants a survey and that a sales tax also captures funds from people who are not residents and just passing through. Mr. Kain further discussed things that can be looked at if there is more funding for public safety.

Chairman Hansen commented that this survey will provide needed information to move forward.

In response to Chairman Hansen, County Counsel Margaret Long said that it would be a good idea to go to RFP but exceptions can be made based on policy.

In response to Supervisor Nolen, the presenter commented that the Butte County measure was passed in perpetuity and discussed how the survey was structured in Butte County.

CHAIR REOPENED FUTURE AGENDA ITEMS

Supervisor Jones - Requested that an item be added to the October 28th Board meeting regarding the Public Safety Tax Initiative (consensus reached)

2:38 P.M. RECESS

REPORTABLE ACTIONS FROM CLOSED SESSION

35. CLOSED SESSION

25-1591

PERSONNEL / PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957)

Title: Part Two of the Environmental Health Director Annual Performance Evaluation Process

Reportable Action: Evaluation completed.

36. CLOSED SESSION 25-1723

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

Agency Negotiators: Che Johnson & Coral Ferrin

Employee Organization: Joint Council of International Union of Operating Engineers,
Local 39

Reportable Action: Direction given to negotiator

37. CLOSED SESSION 25-1744

a) PERSONNEL / PUBLIC APPOINTMENT OR EMPLOYMENT (Government Code
Section 54957)

Title: Interim Public Works Director

Reportable Action: Direction given to staff

38. CLOSED SESSION 25-1789

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

Agency Negotiators: Gabriel Hydrick

Employee: Social Services Director

Reportable Action: Direction given to negotiator

39. CLOSED SESSION 25-1809

a) CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (54956.9
(d)(2))

Reportable Action: No reportable action

ADJOURN

5:05 P.M. There being no further business before the Board, the meeting was adjourned.

ATTEST: October 23, 2025

APPROVED

Chairman of the Board
of Supervisors

SEAN HOUGHTBY, Clerk
of the Board of Supervisors

by_____



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

Gabriel Hydrick
Chief Administrator

Margaret Long
County Counsel

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

Present: Supervisor Greg Jones, Supervisor Rob Burroughs, Supervisor Tom Walker, and Chairperson Matt Hansen

9:00 AM CALL TO ORDER / PLEDGE OF ALLEGIANCE

REMINDER - The November 4th and November 11th Board meetings are cancelled pursuant to Board policy.

PUBLIC COMMENT

A resident led a prayer.

A resident read a Bible passage.

A resident commented about decorating the Old Courthouse for Christmas.

A resident read a Bible passage and commented about Chairman Hansen as the Board Chair and Pati Nolen's legal matters.

A resident commented about mental health.

A resident commented that he thinks an evening Board meeting would be beneficial.

A resident commented about answers to emails and phone calls.

A resident commented about the Pledge of Allegiance and the words contained in it. She further commented about injustice being done to one of the Board members.

A resident commented about number of times the words love, king, and hate are used in the Bible. He further commented about Bible passages.

A resident commented about the number of people who show up for the meeting and Public Comment.

ANNOUNCEMENT OF AGENDA CORRECTIONS

None.

PREVIOUS REPORTABLE ACTIONS FROM CLOSED SESSION

35. CLOSED SESSION 25-1591

PERSONNEL / PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957)

Title: Part Two of the Environmental Health Director Annual Performance Evaluation Process

Reportable Action: Evaluation completed

36. CLOSED SESSION 25-1723

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

Agency Negotiators: Che Johnson & Coral Ferrin

Employee Organization: Joint Council of International Union of Operating Engineers, Local 39

Reportable Action: Direction given to negotiator

37. CLOSED SESSION 25-1744

a) PERSONNEL / PUBLIC APPOINTMENT OR EMPLOYMENT (Government Code Section 54957)

Title: Interim Public Works Director

Reportable Action: Direction given to staff

38. CLOSED SESSION 25-1789

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

Agency Negotiators: Gabriel Hydrick

Employee: Social Services Director

Reportable Action: Direction given to negotiator

39. CLOSED SESSION 25-1809

a) CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (54956.9 (d)(2))

Reportable Action: No reportable action

BOARD OF SUPERVISORS STANDING AND AD HOC COMMITTEE

Public Works Committee (Standing) (Hansen, Walker) - Met on Wednesday

Veterans Halls Advisory Committee (Standing) (Burroughs, Jones) - Has not met

Public Safety Tax Initiative Working Group (Burroughs, Jones) - Has not met

Personnel Procedures & Guidelines Ad Hoc Committee (Burroughs, Walker) - Meeting Dec. 8th

City of Red Bluff/Tehama County Ad Hoc Committee (Walker, Burroughs) - Has not met due to the meeting being canceled

Rent Control Ordinance Ad Hoc (Jones, Nolen) - Met yesterday

REPORTS OF MEETINGS ATTENDED INCLUDING AB1234

Supervisor Jones - Nothing to report

Supervisor Burroughs - Public Works Committee

Supervisor Walker - Tehama County Transportation Commission, Tehama County Technical Advisory Board

Supervisor Hansen - Tehama County Transportation Commission, Tehama County Technical Advisory Board, Public Works Committee

ANNOUNCEMENTS BY COUNTY DEPARTMENTS

Chief Probation Officer Pam Gonzalez shared information and statistics about the Juvenile Detention Facility and the employees who work there. She further commented about the importance of staffing the Juvenile Detention Facility and the vacancies they have.

Fire Chief Monty Smith announced that effective 11/3/25 that the Fire Marshalls office will be open Monday through Thursday 8am-12pm and 1pm-5pm, and Friday 8am-12pm and 1pm-5pm by appointment only.

Interim Public Works Director Tom Provine announced that the department is working with CalTrans to get the Newville Road Bridge opened. He further announced that lighted stop signs were added on Rawson & Gyle Roads and grants that are being explored for the boat ramps.

Social Services Director Bekkie Emery commented about impacts of the Federal Government shutdown on CalFresh benefits. She further commented about other resources available within Tehama County for food assistance. She further announced the Meals on Wheels Trivia Night on 11/8/25.

Sheriff Dave Kain commented about the career of Margaret Arano and thanked her for her 20 years of service to the Sheriff's Office.

CONSENT AGENDA

A motion was made by Supervisor Walker, seconded by Supervisor Jones, to APPROVE the consent agenda. The motion carried by the following vote:

RESULT: APPROVE
MOVER: Tom Walker
SECONDER: Greg Jones
AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, and Chairperson Hansen
ABSENT: Vice Chair Nolen

1. **GENERAL WARRANT REGISTER - 10/5/25 - 10/11/25** **25-1812**
2. **AUDITOR'S CLAIMS** **25-1834**
 - a) Court Operations, 2026-53221, Forensic Analytical Crime Lab, \$6,745.00.
4. **HEALTH SERVICES AGENCY / MENTAL HEALTH** **25-1875**
 - a) OTHER THAN "A" STEP - Request approval to appoint the applicant as a Psychiatric Aide II, Range 11, Step B, effective 11/2/25, or upon successful completion of all pre-employment requirements
5. **HEALTH SERVICES AGENCY / ADMINISTRATION** **25-1829**
 - a) AGREEMENT - Request approval and authorization for the Executive Director to sign the Agreement with Express Services Inc. dba Express Employment Professionals, for the purpose of providing temporary employees, for the rates as set forth in Exhibit "B", with maximum compensation not to exceed \$900,000, effective 10/1/25 and shall terminate 6/30/28
Enactment No: MISC. AGR 2025-316
6. **SOCIAL SERVICES** **25-1813**
 - a) AGREEMENT - Request approval and authorization for the Director of Social Services to sign the agreement with Grand Canyon University for Social Work Intern experience with Tehama County Social Services for the term of 8/14/25 through 8/13/28 (*Subject to receipt of required insurance documentation*)
Enactment No: MISC. AGR 2025-317
8. **SHERIFF'S OFFICE** **25-1839**
 - a) TRANSFER OF FUNDS: SHERIFF, B-13 - From CALAIM (2032-4505723), to Contingency (2002-59000), \$46,271.56; and from Contingency (2002-59000) to Professional/Special Services (2032-53230), \$46,271.56 (**Requires a 4/5's vote**)
9. **CLERK OF THE BOARD** **25-1811**
 - a) AGREEMENT - Request approval and authorization for the Chair to sign the agreement between the County of Tehama and Granicus, LLC for the purpose of providing meeting management software with hosted services, to be effective 5/1/26 and shall terminate 4/30/29, for a total not to exceed amount of \$94,259.54 (*Subject to receipt of required insurance documentation*)
Enactment No: MISC. AGR 2025-318

10. **BOARD OF SUPERVISORS** **25-1855**
a) Determine that there is a need to continue the emergency proclamation, proclaiming the existence of the local emergency in Tehama County caused conditions of peril
11. **APPROVAL OF MINUTES** **25-1832**
a) Waive the reading and approve the minutes of the regular meeting held
1) 09/16/2025
2) 09/23/2025
3) 09/30/2025
4) 10/07/2025

REGULAR AGENDA

7. **PERSONNEL** **25-1778**

a) **AGREEMENT** - Request approval and authorization for the Chairman of the Board to sign the second Amendment to Purchasing Agreement 370PA24, as amended by Misc. Agree 2025-031, with Van Dermeyden Makus Law Corporation for the purpose of conducting independent, impartial and objective investigations of County employees, thereby increasing the maximum compensation not to exceed \$200,000, and extending the term effective 11/15/24 and shall terminate 11/15/26 (*Subject to receipt of required insurance documentation*)

Supervisor Burroughs asked what investigations are being paid for. Chairman Hansen responded that it was a closed session matter and that the investigation is moving forward.

Jenny Alexander commented that she is disappointed that outside law firms are being used.

RESULT: APPROVE
MOVER: Tom Walker
SECONDER: Greg Jones
AYES: Supervisor Jones, Supervisor Walker, and Chairperson Hansen
NAYS: Supervisor Burroughs
ABSENT: Vice Chair Nolen

Enactment No: MISC AGR 2025-319

3. **DISTRICT ATTORNEY/ SHERIFF'S OFFICE/ FACILITIES** **25-1787**
MAINTENANCE/ PUBLIC WORKS/ FIRE/ PROBATION/ HEALTH
SERVICES AGENCY

a) Request approval of certificates recognizing the following employees for their years of faithful and dedicated service to the County of Tehama:

1) DISTRICT ATTORNEY - Jacob Rickey, 10 years

2) SHERIFF'S OFFICE - Margaret Arano, 20 years

- 3) FACILITIES MAINTENANCE - Hugo Chavez, 10 years
- 4) PUBLIC WORKS - Will Pike, 15 years
- 5) FIRE - David Haugen, 15 years
- 6) PROBATION
 - a) Glennda Allen, 25 years
 - b) Todd Hansen, 10 years

Interim Public Works Director Tom Provine gave information about Will Pikes career and thanked him for his years of service.

Chief Probation Officer Pam Gonzalez congratulated Glennda Allen and Todd Hansen for their years of service. She further commented that Glennda Allen keeps the office running efficiently, and commented on Todd Hansen's career.

b) Request approval of a retirement award recognizing the following employee for their many years of faithful and dedicated service to the County of Tehama:

- 1) HEALTH SERVICES AGENCY
 - a) Michael Nystrom

Health Services Agency Executive Director Jayme Bottke gave the career history of Mike Nystrom and thanked him for his years of service.

12. **SOCIAL SERVICES/ HEALTH SERVICES AGENCY/ PROBATION** **25-1760**

a) Request approval of certificates recognizing the following employees for their years of faithful and dedicated service to the County of Tehama:

- 1) SOCIAL SERVICES - Alaina Imhoff, 10 years
- 2) HEALTH SERVICES AGENCY - Jamie Castro, 15 years

Social Services Director Bekkie Emery introduced Aliana Imhoff and commented about her career. Mrs. Emery complimented Aliana on her work and the support and time she puts into her staff. Aliana commented about the Meals on Wheels Trivia Night and encouraged everyone to attend.

Health Services Agency Executive Director Jayme Bottke introduced Jaime Castro and gave her career history. Mrs. Bottke further commented about Jaime's ability to work the crisis unit and her ability to help patients.

RESULT: APPROVE
MOVER: Rob Burroughs
SECONDER: Tom Walker
AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, and Chairperson Hansen
ABSENT: Vice Chair Nolen

b) Request approval of a retirement award recognizing the following employees for their many years of faithful and dedicated service to the County of Tehama:

1) PROBATION - Margy Clifford

Chief Probation Officer Pam Gonzalez introduced Margy Clifford and gave her career history. Ms. Gonzalez complimented Margy on her compassion and her presence in the office.

RESULT: APPROVE

MOVER: Tom Walker

SECONDER: Greg Jones

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, and Chairperson Hansen

ABSENT: Vice Chair Nolen

13. BOARD OF SUPERVISORS 25-1708

a) INFORMATIONAL PRESENTATION - United Way of Northern California to present information detailing its disaster services programs across the different phases of a disaster

Chief Administrator Gabriel Hydrick introduced Theresia Acevedo and Kristen Graham from United Way of Northern California.

Theresia Acevedo, Manager of Community Resilience, gave a presentation on United Way of Northern California's activities and services during disasters.

In response to Supervisor Burroughs, Kristen Gray, Director of Development, gave details on funding streams that United Way receives from grants and private donations.

Sharon Novak asked what percentage of overhead United Way has and if they offer any trauma response services.

Ms. Graham responded that the overall budget is \$4.5 million but that approximately 10% of the funds go to overhead for disaster services.

Ms. Acevedo also responded that United Way has offered trauma response at times, but it is not a normal part of their services and that other non-profits offer mental health services.

RECESS to convene as the Tehama County Board of Equalization

**16. TEHAMA COUNTY BOARD OF EQUALIZATION - County Assessor 25-1847
Burley Phillips**

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

1) Assessment Appeal No. 15-2024, Wal-Mart Stores, Inc.

2) Assessment Appeal No. 02-2025, Robert H. Goren

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, and Chairperson Hansen

ABSENT: Vice Chair Nolen

1) Assessment Appeal No. 21-2023 (A-B) & 16-2024 (A-B), Wal-Mart Stores, Inc.

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, and Chairperson Hansen

ABSENT: Vice Chair Nolen

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, and Chairperson Hansen

ABSENT: Vice Chair Nolen

Enactment No: RESO NO 2025-093

10:00 A.M.

ADJOURN to reconvene as the Tehama County Board of Supervisors

17. PURCHASING / PUBLIC WORKS - Interim Director Tom Provine 25-1814

a) Request to award the bid for one (1) new ½ ton 4x4 Extended Cab Standard Bed Pickup Truck to Corning Ford in the amount of \$47,950 and further authorize the Purchasing Agent to sign a purchase order for the acquisition

RESULT: APPROVE

MOVER: Rob Burroughs

SECONDER: Tom Walker

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, and Chairperson Hansen

ABSENT: Vice Chair Nolen

18. PUBLIC WORKS - Interim Director Tom Provine 25-1828

a) BID AWARD - Request to award the following two contracts for the bid for Job Order Contracting General Civil Services 2025:

- 1) North Star Construction & Engineering, Inc. with a weighted Adjustment Factor of 1.3720
- 2) Dirt Dynasty, Inc. with a weighted Adjustment Factor of 1.4000

RESULT: APPROVE

MOVER: Tom Walker

SECONDER: Rob Burroughs

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, and Chairperson Hansen

ABSENT: Vice Chair Nolen

b) ROAD AGREEMENTS - Request approval and authorization for the Interim Director to sign the following agreements, with maximum compensation of \$1,500,000 for each contract:

- 1) ROAD AGREEMENT 2025-008 - North Star Construction & Engineering, Inc. *(Subject to receipt of required insurance documentation)*
- 2) ROAD AGREEMENT 2025-009 - Dirt Dynasty, Inc. *(Subject to receipt of required insurance documentation)*

RESULT: APPROVE

MOVER: Tom Walker

SECONDER: Rob Burroughs

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, and Chairperson Hansen

ABSENT: Vice Chair Nolen

Enactment No: ROAD AGR 2025-008

Enactment No: ROAD AGR 2025-009

19. PUBLIC WORKS / ADMINISTRATION / PERSONNEL - Chief 25-1868

Administrator Gabriel Hydrick

a) Request approval and authorization to re-recruit for the Director of Public Works with a salary range of \$181,489 - \$220,601 (Steps A - E) per year and an additional \$3,000 per year (\$250 per month) for duties performed as Road Commissioner

RESULT: APPROVE

MOVER: Rob Burroughs

SECONDER: Tom Walker

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, and Chairperson Hansen

ABSENT: Vice Chair Nolen

20. SHERIFF / PERSONNEL - Sheriff Dave Kain 25-1805

a) OTHER THAN "A" STEP - Request approval to appoint applicant as Correctional Deputy I, Range 28, Step 3, upon successful completion of all pre-employment requirements.

Sheriff Dave Kain gave an update on the hiring event and current staffing levels.

RESULT: APPROVE

MOVER: Greg Jones

SECONDER: Rob Burroughs

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, and Chairperson Hansen

ABSENT: Vice Chair Nolen

21. SHERIFF'S OFFICE - Sheriff Dave Kain 25-1820

a) RESOLUTION - Request adoption of the resolution authorizing signatory authority for the Sheriff, Undersheriff, and Captain for the purpose of participating in the JAG Equipment and Training Program supported by the Edward Byrne Memorial Justice Assistance Grant Program and Administered by the Board of State Community Corrections (BSCC)

RESULT: APPROVE

MOVER: Rob Burroughs

SECONDER: Tom Walker

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, and Chairperson Hansen

ABSENT: Vice Chair Nolen

Enactment No: RESO NO 2025-094

b) AGREEMENT - Request approval and authorization for the Sheriff to sign Standard Agreement #BSCC 1547-25 with the State of California Board of State and Community Corrections to accept grand funding for the Tehama County Sheriff's Office to be utilized for the purchase of a portable drug identification tester in the amount of \$50,551, effective 10/1/25 through 09/30/26

RESULT: APPROVE

MOVER: Greg Jones

SECONDER: Rob Burroughs

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, and Chairperson Hansen

ABSENT: Vice Chair Nolen

Enactment No: MISC. AGR 2025-320

22. ADMINISTRATION - Chief Administrator Gabriel Hydrick 25-1852

a) STUDY SESSION - Presentation of the Strategic Plan and possible direction to staff for Strategic Plan modifications in preparation for the coming budget cycle

Chief Administrator Gabriel Hydrick gave a presentation on the strategic plan and progress made.

In response to Supervisor Walker, Mr. Hydrick commented that a single grant writer for the County is a nicety, not a necessity, and the Departments have done well pursuing grants that are specific to them.

Sheriff Dave Kain thanked Mr. Hydrick for his strategic plan and that the Sheriff's Office is planning on bringing forward a presentation on their progress with the plan. Mr. Kain further commented about the responsibilities of a grant writer.

Michael Kain commented that grant writers are a unique opportunity and that a Countywide grant writer would be beneficial.

Jessica Clark commented that a grant writer is important to the County. She further commented about the potential MOU with the Tribe.

Chairman Hansen commented that each Department should develop their own strategic plan using the overall framework provided by the Board. He further commented that writing grants takes specific knowledge of the subject matter and that the grant administration sometimes exceeds the benefit of the funds received.

Supervisor Burroughs commented that having employees that can monitor and write grants is important and that departments should hire individuals who have the skill set.

Direction to bring the plan back to Board by late November or early December.

23. COMMITTEES / COMMISSIONS - Board of Supervisors 25-1745

a) Request to appoint one (1) representative of the Board of Supervisors and one (1) alternate to serve on the California State Association of Counties (CSAC) Board of Directors for the 2025-2026 term, effective 12/1/2025 (Incumbents: Pati Nolen, Alternate: Tom Walker)

Table to the November 18th Board meeting.

RESULT: TABLED

MOVER: Rob Burroughs

SECONDER: Tom Walker

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, and Chairperson Hansen

ABSENT: Vice Chair Nolen

24. BOARD OF SUPERVISORS 25-1869

a) Request formal direction to staff to draft and sign the agreement with TeamCivX for services related to the Public Safety Tax Initiative

RESULT: APPROVE

MOVER: Greg Jones

SECONDER: Rob Burroughs

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, and Chairperson Hansen

ABSENT: Vice Chair Nolen

b) TRANSFER OF FUNDS: PROFESSIONAL COUNTY SERVICES, B-15- From Fund Balance (101-301900) to Contingency (1109-59000) \$46,750.00; and From Contingency (1109-59000) to Professional Services (1105-53230), \$46,750.00
(Requires 4/5's vote)

In response to Supervisor Burroughs, Chief Administrator Hydrick provided costs of the survey and consulting.

Michael Kain commented that he is concerned about the County asking for more money and suggested that the County be specific about what the money is for.

Jessica Clark commented that she doesn't think that people want a new tax.

Jenny Alexander commented that she is not in favor of spending money on this.

Jesse Maguire commented professional polling will give direction on what the public wants.

Supervisor Jones commented that the polling would be an accurate piece of data for decisions going forward.

Supervisor Burroughs commented that the sales tax would be paid by everyone who travels through Tehama County and that having more law enforcement is important.

Supervisor Walker commented that, since taking his position as a Supervisor, he has learned that getting tax dollars out of the State is difficult and that the rules change frequently. He further commented that the survey will help shape the potential tax to what the public views as important.

Chairman Hansen commented that the Board cant make good decisions without good information. He further commented that the County needs to make a decision on what is important.

RESULT: APPROVE
MOVER: Greg Jones
SECONDER: Rob Burroughs

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, and Chairperson Hansen

ABSENT: Vice Chair Nolen

25. BOARD OF SUPERVISORS 25-1808

a) Board discussion and direction to staff regarding the drafted 2026 Regular Board meeting schedule

RESULT: APPROVE
MOVER: Greg Jones
SECONDER: Tom Walker

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, and Chairperson Hansen

ABSENT: Vice Chair Nolen

26. BOARD OF SUPERVISORS 25-1861

a) Discussion and announcement regarding the 3rd Annual Tehama County Holiday Lights Contest

Jessica Clark thanked the Board for putting this on the agenda and asked for the Historic Courthouse be decorated on the outside.

John Ward announced that he and his wife will be providing \$100 to the winner of the lights contest. He further invited the rest of the community to donate prizes for the winners.

Sheriff Dave Kain thanked John Ward and pledged to match the \$100.

FUTURE AGENDA ITEMS

Supervisor Walker - Letter of Support for horse racing at the Fairgrounds (consensus)

CLOSED SESSION

Michael Kain commented about Closed Session Item #28.

27. CLOSED SESSION 25-1592

a) PERSONNEL / PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957)

Title: Part One of the Health Services Agency Director Annual Performance Evaluation Process

28. CLOSED SESSION 25-1790

a) Liability Claims Pursuant to Government Code 54956.95

Claimant: Pati Nolen

Agency claimed against: Tehama County

29. CLOSED SESSION 25-1860

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.)

12:03 P.M. RECESS

REPORTABLE ACTIONS FROM CLOSED SESSION

27. CLOSED SESSION 25-1592

a) PERSONNEL / PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957)

Title: Part One of the Health Services Agency Director Annual Performance Evaluation Process

Reportable Action: Part 1 of the Evaluation was completed

28. CLOSED SESSION 25-1790

a) Liability Claims Pursuant to Government Code 54956.95

Claimant: Pati Nolen

Agency claimed against: Tehama County

Reportable Action: This item was continued to the November 18th Board meeting

29. CLOSED SESSION 25-1860

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.)

Reportable Action: The Board voted 4/0 to retain the law firm Maire and Deedon for this case

ADJOURN

2:23 P.M. There being no further business before the Board, the meeting was adjourned.

ATTEST: October 31, 2025

APPROVED

Chairman of the Board
of Supervisors

SEAN HOUGHTBY, Clerk
of the Board of Supervisors

by _____

Special Meeting

Tehama County
Tuesday, October 28, 2025 3:00 PM
Board of Supervisors
Meeting Minutes



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

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

Gabriel Hydrick
Chief Administrator

Margaret Long
County Counsel

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

Present: Supervisor Greg Jones, Supervisor Rob Burroughs, Supervisor Tom Walker, and Chairperson Matt Hansen
ABSENT: Vice Chair Pati Nolen

3:00 PM CALL TO ORDER / PLEDGE OF ALLEGIANCE

REGULAR AGENDA

CLOSED SESSION

Jessica Clark commented about Closed Session #1.

Jenny Alexander commented about Closed Session #1.

1. **CLOSED SESSION** **25-1900**
 - a) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Paragraph (1) of subdivision (d) of Government Code Section 54956.9. Name of Case: People v. Nolen (Discussion and possible action relative to existing litigation.)

3:08 P.M. RECESS

3:33 P.M. RECONVENE

REPORTABLE ACTIONS FROM CLOSED SESSION

1. **CLOSED SESSION** **25-1900**
 - a) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Paragraph (1) of subdivision (d) of Government Code Section 54956.9. Name of Case: People v. Nolen (Discussion and possible action relative to existing litigation.)

Reportable Action: Direction was given to staff

Special Meeting

ADJOURN

3:33 P.M. There being no further business before the Board, the meeting was adjourned.

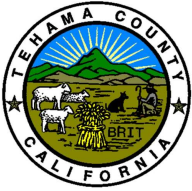
ATTEST: November 4, 2025

APPROVED

Chairman of the Board
of Supervisors

SEAN HOUGHTBY, Clerk
of the Board of Supervisors

by _____



Tehama County

Agenda Request Form

File #: 25-2028

Agenda Date: 11/25/2025

Agenda #: 10.

AMERICAN LEGION - Service Officer Norman L. Goodin

Requested Action(s)

a) PROCLAMATION - Request adoption of the proclamation proclaiming November 11th as Veterans Day

Financial Impact:

None.

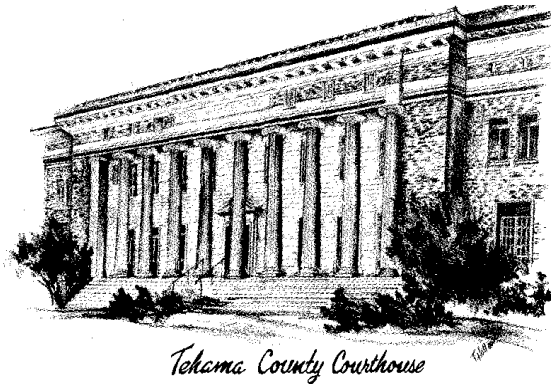
Background Information:

This request was received from a local veteran's group to be brought forward to the Board for recognition of Veterans Day. Due to cancelled meetings in recognition of Election Day on November 4th and the Veterans Day holiday observed by Tehama County on November 11th, this proclamation is being brought after the fact, with notification to the requesters.

Board of Supervisors
COUNTY OF TEHAMA

Gabriel Hydrick
Chief Administrator

District 1 – Rob Burroughs
District 2 – Tom Walker
District 3 – Vacant
District 4 – Matt Hansen
District 5 – Greg Jones



PROCLAMATION

**HONORING ALL VETERANS, THE VOLUNTEERS WHO ASSIST THEM, AND
RECOGNIZING NOVEMBER 11th AS VETERANS' DAY**

WHEREAS, the contributions and sacrifices of the men and women who served in the Armed Forces have been vital in maintaining our freedoms and way of life; and

WHEREAS, tens of millions of Americans have served in the Armed Forces and hundreds of thousands of Americans have given their lives while serving the Armed Forces during the past century; and

WHEREAS, the State of California is home to over 1.8 million veterans and their families; and

WHEREAS, our veterans are brave and selfless individuals who, when duty called, willingly put themselves in harm's way to defend the lives and liberty of others; and

WHEREAS, Tehama County is home to a robust group of volunteers who continue to serve long after their tour is done assisting other veterans; and

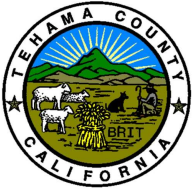
WHEREAS, our veterans understand the important task before those American service men and women now keeping watch; and

WHEREAS, all Americans should observe and appreciate the sacrifices our veterans made who fought for peace and defended democracy in our land and abroad; and the volunteer efforts of those who assist them.

**NOW, THEREFORE, WE THE TEHAMA COUNTY BOARD OF SUPERVISORS
HEREBY PROCLAIM NOVEMBER 11th AS VETERANS' DAY**

In Tehama County and urge all citizens to honor and recognize the members of our communities who have served in the armed forces.

Matt Hansen, Chairman
Tehama County Board of Supervisors



Tehama County

Agenda Request Form

File #: 25-1999

Agenda Date: 11/25/2025

Agenda #: 11.

ADMINISTRATION / SOCIAL SERVICES / ENVIRONMENTAL HEALTH / PUBLIC WORKS

Requested Action(s)

a) Request approval of certificates recognizing the following employees for their years of faithful and dedicated service to the County of Tehama:

- 1) ADMINISTRATION - Orepá Mamea, 15 years
- 2) SOCIAL SERVICES
 - a. Jennifer DeCiero, 20 years
 - b. Corina Moen, 20 years
 - c. Wendy Richards, 15 years
- 3) ENVIRONMENTAL HEALTH - Lauri Dilworth, 15 years
- 4) PUBLIC WORKS - Ashley Fox, 10 years

b) Request approval of a retirement award recognizing the following employee for their many years of faithful and dedicated service to the County of Tehama:

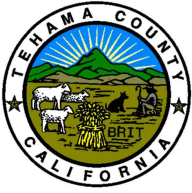
- 1) SOCIAL SERVICES - Shelley Zimmerman

Financial Impact:

None

Background Information:

None



Tehama County

Agenda Request Form

File #: 25-2004

Agenda Date: 11/25/2025

Agenda #: 12.

**DEPARTMENT OF AGRICULTURE - Agricultural Commissioner Thomas A. Moss & USDA
Wildlife Services Derek Milsaps**

Requested Action(s)

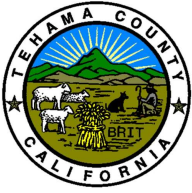
a) INFORMATIONAL PRESENTATION - Regarding a 2025/2026 proposed cooperative agreement between the U.S. Department of Agriculture Animal (USDA) and Plant Health Inspection Service (APHIS) Wildlife Services and Tehama County

Financial Impact:

N/A

Background Information:

Informational presentation by USDA Wildlife Services



Tehama County

Agenda Request Form

File #: 25-1967

Agenda Date: 11/25/2025

Agenda #: 13.

HEALTH SERVICES AGENCY - Executive Director Jayme Bottke

Requested Action(s)

a) AGREEMENT - Request approval and authorization for the Executive Director to sign the agreement with AB Staffing for the purpose of locating and arranging for locum tenens Psychiatrists, Psychiatric Nurse Practitioners, Physician Assistants, Licensed Clinical Social Workers and Licensed Marriage and Family Therapists to provide medical services at the amounts set forth on Exhibit "B", with maximum compensation not to exceed \$600,000 in any one fiscal year, effective 12/1/25 and shall terminate 6/30/28

Financial Impact:

Services are paid for using Mental Health Realignment funds. Budget unit is 40131 for Mental Health. There is no impact to the General Fund.

Background Information:

This is a new agreement with the vendor to locate and arrange for Psychiatrist(s), Psychiatric Nurse Practitioners, Physician Assistants, Licensed Clinical Social Workers and Licensed Marriage and Family Therapists to provide medical services for the Department during periods of staffing shortages or vacation coverage either on-site or through telehealth. This is one of several locum tenens contracts the Department can utilize to provide temporary staffing arrangements for Psychiatrists, Physician Assistants, and mid-level providers. Maintaining contracts for provider services is necessary to meet state requirements for network adequacy.

AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND AB STAFFING

This agreement is entered into between the County of Tehama, through its Health Services Agency, (“County”) and AB Staffing (“Contractor”) for the purpose of locating and arranging for locum tenens Psychiatrist(s), and/or Psychiatric Nurse Practitioner(s) (PNPs) and/or Physician Assistant (PAs), and/or Licensed Clinical Social Worker(s) (LCSWs) and/or Licensed Marriage and Family Therapist(s) (LMFTs) to provide services at the placement address or by telemedicine.

1. RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall:

- a) use its best efforts to locate and arrange for Psychiatrist(s), and/or Psychiatric Nurse Practitioner(s) (PNPs) and/or Physician Assistant (PAs), and/or Licensed Clinical Social Worker(s) (LCSWs) and/or Licensed Marriage and Family Therapist(s) (LMFTs) acceptable to County and properly licensed for the placement to provide medical services from time to time as specifically requested by County and as mutually agreed upon by County and Contractor during the term described below. The term psychiatrist(s) shall include psychiatrist(s) that may provide telemedicine outpatient psychiatry utilizing telemedicine tools, supplies, support personnel or equipment that is offsite and not owned or provided by the County;
- b) Make payments to psychiatrist(s)/PNP(s)/PA(s)/ LCSW(s)/LMFT(s) providing medical coverage under this Agreement from payments made under this contract by County;
- c) be responsible for providing the billing information on the form provided by the County;
- d) shall require all psychiatrist(s)/PNP(s)/PA(s)/ LCSW(s)/LMFT(s) assigned to the County to participate in the County HIPAA (Health Insurance Portability and Accountability Act) compliance training prior to gaining access to County EMR or providing services to Tehama County beneficiaries.
- e) ensure that all psychiatrist(s)/PNP(s)/PA(s)/ LCSW(s)/LMFT(s) have a valid National Provider Identifier prior to placement at County.
- f) Shall comply with all contractual provisions pursuant to EXHIBIT C, "COMPLIANCE AND PROGRAM INTEGRITY" attached hereto and incorporated by reference.
Contractor will not be responsible for any falsification of information, purposeful or not, by any employee.

Contractor shall be liable for State Department of Health Care Services audit exceptions due to inadequate documentation as per medical necessity requirements and shall reimburse County for any recoupments ordered by the State within sixty (60) days of the date of the State or County's notice of such recoupment order. If Contractor fails to reimburse County within such period, County may offset the unpaid amount against any sums due from County to Contractor pursuant to this agreement or any other agreement of obligation.

2. RESPONSIBILITIES OF THE COUNTY

During the term of this agreement, County shall:

- a) provide all instruments, tools, supplies, and support personnel necessary to enable the psychiatrist(s)/PNP(s)/PA(s)/ LCSW(s)/LMFT(s) that are on-site to perform the medical services required;
- b) comply with American Medical Association, ("AMA") and governmental procedural and ethical standards relating to patient care and other operations and to provide a reasonable work schedule and suitable practice environment for the psychiatrist(s)/PNP(s)/PA(s)/ LCSW(s)/LMFT(s) to perform medical services;
- c) shall provide HIPAA (Health Insurance Portability and Accountability Act) compliance training to psychiatrist(s)/PNP(s)/PA(s)/ LCSW(s)/LMFT(s) assigned to County prior to granting access to County EMR or establishing Tehama County beneficiary caseload.
- d) have the obligation to collect, and may retain, all fees generated by psychiatrist(s)/PNP(s)/PA(s)/LCSW(s)/LMFT(s) providing services under this Agreement.
- e) maintain all telemedicine equipment used by the County in good working order and repair. County shall provide system support for all telemedicine equipment used by the County for telemedicine outpatient Services provided by Contractor.

3. COMPENSATION

County agrees to pay to Contractor at the times and in the amounts set forth on Exhibit "B", attached hereto, all amounts due for psychiatrist(s)/PNP(s)/PA(s)/LCSW(s)/LMFT(s) services under this agreement after completing the duties described in this agreement. The total maximum compensation payable to Contractor under this agreement shall not exceed Six Hundred

Thousand dollars and no cents (\$600,000.00) in any one fiscal year (July 1 – June 30). If County fails to make any payments when due, or to perform any of its obligations under this agreement, Contractor may declare termination of this agreement and shall be released from all obligations in law or equity to continue performance under this agreement. Termination shall not operate as a forfeiture of Contractor's rights under this agreement, and the rights granted by this provision shall be in addition to any other rights which Contractor may have in law or in equity.

4. BILLING AND PAYMENT

On or before the 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.

When, on the basis of retrospective review, it has been determined that Contractor has failed to meet service standards or documentation standards established by the MHP and Title 9, California Code of Regulations, payment will be denied on the basis of audit exception. Payment will not be made on the basis of added, amended, or altered records presented after the date of the retrospective review.

Whenever there is audit exception against the County resulting from a claim for funding for an expenditure by the Contractor that is not allowable, the County may offset reimbursement to the Contractor for the exception.

5. TERM OF AGREEMENT

This agreement shall commence on December 1, 2025, and shall terminate June 30, 2028, unless terminated in accordance with section 6 below.

6. TERMINATION OF AGREEMENT

If Contractor fails to perform his/her duties to the satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then the County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Contractor. Either party may terminate this agreement on 30 days' written

notice. County shall pay contractor for all work satisfactorily completed as of the date of notice. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The County's right to terminate this agreement may be exercised by the Health Services Agency's Executive Director.

7. ENTIRE AGREEMENT; MODIFICATION

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

8. NONASSIGNMENT OF AGREEMENT

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

9. EMPLOYMENT STATUS

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

from Contractor's compensation. Contractor shall not be eligible for coverage under County's Workers Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

10. INDEMNIFICATION

Contractor shall defend, hold harmless, and indemnify 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, to the extent caused by the negligent acts or omissions of Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Contractor shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

Contractor shall defend and indemnify Tehama County for any recoupment of funding resulting from periodic audit by the State of California, or United States of America and arising from Contractor's negligent acts, willful acts, or errors or omissions or such acts of Contractor's subcontractors, any person employed under Contractor, or under any subcontractor. Should County become subject to such recoupment Contractor shall reimburse County for recouped funds in proportion to Contractor's share of audit exceptions to the total audit exceptions charged against County.

11. INSURANCE

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

12. PREVAILING WAGE

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq.

(“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. If the Services hereunder are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office and will make this information available to any interested party upon request. Contractor shall defend, indemnify, and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a “public work.” To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

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

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

13. NON-DISCRIMINATION

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

14. GREEN PROCUREMENT POLICY

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

15. COMPLIANCE WITH LAWS AND REGULATIONS

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

16. LAW AND VENUE

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

17. AUTHORITY

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

18. NOTICES

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

If to County: Tehama County Health Services Agency
Attn: Executive Director
P.O. Box 400
Red Bluff, CA 96080
(530) 527-8491

If to Contractor: AB Staffing
3451 Mercy Rd.
Gilbert, AZ 85297
(888) 515-3900

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

19. COUNTY PLACEMENT INFORMATION

Specialty: Psychiatry or Psychiatric Nurse Practitioner or Physician Assistant or
Licensed Clinical Social Worker or Licensed Marriage and Family
Therapist

Placement Address: 1860 Walnut St.

Mailing Address: Post Office Box 400
Red Bluff, CA 96080

Placement Telephone: (530) 527-5631

Contact Person: Mental Health Director

20. NON-ECLUSIVE 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. HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA)

The parties acknowledge that the performance of Contractor’s obligations under this contract does not involve the use or disclosure of individually identifiable health information. Contractor shall not receive individually identifiable health information from the County, nor create or receive individually identifiable health information on County’s behalf. Consequently, the parties hereby agree that Contractor is not a “business associate” of County for purposes of the Health Insurance Portability and Accountability Act of 1996 and implementing regulations (HIPAA).

29. CLINICAL RECORDS

Contractor shall maintain adequate records. Patient records must comply with all appropriate State and Federal requirements. Individual records shall contain intake information, interviews, and progress notes. Program records shall contain detail adequate for the evaluation of the service. Contractor agrees that its inability to produce records adequate for evaluation of the service shall constitute ground for audit exception and denial of Contractor’s claim for payment

for those services. Contractor shall provide monthly reports to the County in conformance with the Client and Service Information (CSI) System as prescribed by the State Department of Mental Health.

If Contractor maintains an Electronic Health Record (EHR) with Protected Health Information (PHI), and an individual request a copy of such information in an electronic format, Contractor shall provide such information in an electronic format to enable the County to fulfill its obligations under the HITECH Act, including but not limited to, 42 U.S.C. Section 17935(e) and the HIPAA regulations.

30. MONITORING

Contractor agrees to extend to the Mental Health Director or designees, the right to review and monitor all records, programs, or procedures, at any time in regard to clients, as well as the overall operation of Contractor's program in order to ensure compliance with the terms and conditions of this agreement.

31. FINANCIAL RECORDS

Contractor shall maintain financial records that clearly reflect the cost of each type of service for which payment is claimed. Any apportionment of costs shall be made in accordance with generally accepted accounting principles and shall evidence proper audit trails reflecting the true cost of the services rendered. Appropriate service and financial records must be kept in accordance with the Department of Mental Health rules and regulations.

Upon termination of this Agreement, Contractor shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in Contractor's possession or under Contractor's control and that are County's property or relate to County's business.

32. HIRING

This section applies only to hiring a psychiatrist(s)/PNP(s)/PA(s)// LCSW(s)/LMFT(s) in a permanent position.

Contractor encourages County to hire psychiatrist(s)/PNP(s)/PA(s)// LCSW(s)/LMFT(s) introduced to County in connection with this agreement for a permanent position.

County agrees to pay a hiring fee for any Licensed Marriage & Family Therapists / Licensed Clinical Social Workers introduced to County by Contractor in the amounts set forth below:

Contract Buyout Rate - % of First Year Earnings pursuant to Direct Client Employment	Straight Time Hours Worked and Billed to Client by ABSS Prior to Direct Client Employment
25%	Introduction – 520 hours
15%	521 hours – 1040 hours
7.5%	1041 hours +

County agrees to pay a hiring fee for any Psychiatrists / Psychiatric Nurse Practitioners / Physician Assistants introduced to County by Contractor in the amounts set forth below:

Contract Buyout - % of First Year Earnings pursuant to Direct Client Employment	
25% of Locum Tenen first year compensation including salary and bonuses	Within the first year of AB Staffing Assignment to Direct Client

Hiring fees are applicable for any psychiatrist(s)/PNP(s)/PA(s)// LCSW(s)/LMFT(s):

- a) accepts a permanent position with County, or any organization or group owned by or affiliated with County, whether or not in County's actual community; or,
- b) accepts a permanent position in County's community if County deliberately provides any substantial enticements or substantially participates in any negotiations or agreements relating to that position.

The hiring fee shall be payable on the earlier of:

- a) the date any contract is made for the psychiatrist(s)/PNP(s)/PA(s)// LCSW(s)/LMFT(s) permanent position; or

- b) the date the psychiatrist(s)/PNP(s)/PA(s)// LCSW(s)/LMFT(s) permanent position commences.

Until the hiring fee is paid, all services by that psychiatrist(s)/PNP(s)/PA(s)// LCSW(s)/LMFT(s) in such permanent position shall be treated as provided through Contractor's locum tenens program, and payment for such services shall be made to Contractor as provided in this agreement in Exhibit B.

County's obligation under this paragraph will apply only to any hiring fee first payable within two (2) years of the termination of this agreement. The obligation to pay the hiring fee shall continue for the period described regardless of the date or reason of termination or cancellation of this agreement and regardless of any breach by either party of this agreement.

Notwithstanding any other provision of this Agreement, or of any other Agreement between County and Contractor, no hiring fee shall be payable if a psychiatrist(s)/PNP(s)/PA(s)// LCSW(s)/LMFT(s) introduced to County in connection with this Agreement, or any other Agreement between County and Contractor, provides locum tenens services to any party through a locum tenens program other than Contractor. Contractor shall not be entitled to any payment whatsoever by reason of such locum tenens services.

This Section shall supersede and replace the hiring fee provisions of any prior or contemporaneous Agreement between County and Contractor, which shall have no further force or effect.

33. GENERAL PROVISIONS

- a) No Waiver: The failure of either party to exercise any of its rights under this agreement shall not be deemed to be a waiver of such rights.
- b) Severability: If any part of this agreement shall be held unenforceable, the rest of this agreement will nevertheless remain in full force and effect.

34. QUALIFICATIONS AND PERFORMANCE

If County reasonably finds the performance of any psychiatrist/PNP/PA/LCSW/LMFT providing coverage under this agreement to be unacceptable for reasons of professional competence or personal conduct, it shall give notice to Contractor and may then remove the

psychiatrist/PNP/PA/LCSW/LMFT from the placement. Contractor may either replace such psychiatrist/PNP/PA/LCSW/LMFT in a timely manner with a psychiatrist/PNP/PA/LCSW/LMFT approved by County or may terminate this agreement immediately by giving notice of such termination to County. Fees calculated to the date of termination shall be paid to Contractor by County.

35. INDEPENDENT CONTRACTORS

The relationship between Contractor and County, Contractor and psychiatrist(s)/PNP(s)/PA(s)/LCSW(s)/LMFT(s) providing services under this agreement, and between psychiatrist(s)/PNP(s)/PA(s)/LCSW(s)/LMFT(s) providing services under this agreement and County, are each that of an independent contractor providing services. As such, Contractor does not involve itself in the practice of medicine, nor have any responsibility for the medical acts of psychiatrist(s)/PNP(s)/PA(s)/LCSW(s)/LMFT(s) providing services under this agreement.

36. DELAY

Neither party shall be liable in damages for any delay or default in performing its respective obligations under this agreement if such delay or default is caused by conditions beyond its control, including, but not limited to, acts of God, governmental restrictions, strikes, fires, floods, or work stoppages. So long as any such delay or default continues, the party affected by the conditions beyond its control shall keep the other party fully informed concerning the matters causing the delay or default and the prospects of their ending.

37. CULTURAL COMPETENCY

Contractor shall ensure that services delivered under the terms of this agreement reflect a comprehensive range of age appropriate, cost effective, high quality intervention strategies directed so as to promote wellness, avert crises, and maintain beneficiaries within their own communities. Contractor shall make every effort to deliver services which are culturally sensitive and culturally competent and which operationalize the following values:

- a. Services should be delivered in the client's primary language or language of choice since language is the primary "carrier of culture,"
- b. Services should encourage the active participation of individuals in their own care, protect their confidentiality at all times, and recognize the rights of all individuals

- regardless of race, ethnicity, cultural background, disability or personal characteristics,
- c. Service delivery staff should reflect the racial, ethnic, and cultural diversity of the population being served,
 - d. Certain culturally sanctioned behaviors, values, or attitudes of individuals legitimately may conflict with "mainstream values" without indicating psychopathology or moral deviance,
 - e. Service delivery systems should reflect cultural diversity in methods of service delivery as well as policy,
 - f. The organization should instill values in staff which encourage them to confront racially or culturally biased behavior in themselves and others and which encourage them to increase their sensitivity and acceptance of culturally based differences.
 - g. Contractor's staff shall receive cultural competency training and provide evidence of such training to County upon request.

38. CODE OF CONDUCT

Contractor shall comply with the Code of Conduct.

Tehama County Health Services Agency, ("TCHSA") maintains high ethical standards and is committed to complying with all applicable statutes, regulations, and guidelines. TCHSA and each of its employees and Contractor shall follow an established Code of Conduct.

PURPOSE

The purpose of the TCHSA Code of Conduct is to ensure that all TCHSA employees and Contractor are committed to conducting their activities in accordance with the highest levels of ethics and in compliance with all applicable State and Federal statutes, regulations, and guidelines. The Code of Conduct also serves to demonstrate TCHSA's dedication to providing quality care to its patients.

CODE OF CONDUCT – General Statement

- The Code of Conduct is intended to provide TCHSA employees and Contractor with general guidelines to enable them to conduct the business of TCHSA in an ethical and legal manner;
- Every TCHSA employee and Contractor is expected to uphold the Code of Conduct;

- Failure to comply with the Code of Conduct or failure to report non-compliance may subject the TCHSA employee or Contractor to disciplinary action, up to or including termination of employment or contracted status.
- Shall perform their duties in good faith and to the best of their ability.
- Shall comply with all statutes, regulations, and guidelines applicable to Federal health care programs, and with TCHSA's own policies and procedures.
- Shall refrain from any illegal conduct. When an employee or Contractor is uncertain of the meaning or application of a statute, regulation, or guideline, or the legality of a certain practice or activity, he or she shall seek guidance from his or her immediate Supervisor, Division Director, or the Quality Assurance Manager, or the Compliance Auditor.
- Shall not obtain any improper personal benefit by virtue of their employment or contractual relationship with TCHSA;
- Shall notify their Supervisor, Division Director, or Agency Executive Director immediately upon receipt (at work or at home) of any inquiry, subpoena, or other agency or governmental request for information regarding TCHSA;
- Shall not destroy or alter TCHSA information or documents in anticipation of, or in response to, a request for documents by any applicable governmental agency or from a court of competent jurisdiction;
- Shall not engage in any practice intended to unlawfully obtain favorable treatment or business from any entity, physician, patient, resident, vendor, or any other person or entity in a position to provide such treatment or business;
- Shall not accept any gift of more than nominal value or any hospitality or entertainment, which because of its source or value, might influence the employee's or Contractor's independent judgment in transactions involving TCHSA;
- Shall disclose to their Division Director any financial interest, official position, ownership interest, or any other relationship that they (or a member of their immediate family) has with TCHSA vendors or Contractor;
- Shall not participate in any false billing of patients, governmental entities, or any other party;
- Shall not participate in preparation of any false cost report or other type of report submitted to the government;

- Shall not pay or arrange for TCHSA to pay any person or entity for the referral of patients to TCHSA, and shall not accept any payment or arrangement for TCHSA to accept any payment for referrals from TCHSA;
- Shall not use confidential TCHSA information for their own personal benefit or for the benefit of any other person or entity while employed at or under contract to TCHSA, or at any time thereafter;
- Shall not disclose confidential medical information pertaining to TCHSA's patients or clients without the express written consent of the patients or clients or pursuant to court order and in accordance with the applicable law and TCHSA applicable policies and procedures;
- Shall promptly report to the Quality Assurance Manager any and all violations or suspected violations of the Code of Conduct;
- Shall promptly report to the Quality Assurance Manager any and all violations or suspected violations of any statute, regulation, or guideline applicable to Federal health care programs or violations of TCHSA's own policies and procedures;
- Shall not engage in or tolerate retaliation against employees or Contractor's employees who report or suspect wrongdoing.

39. TELECOMMUNICATION FOR ASSESSMENTS OF CLIENTS

Contractor will utilize "VSee" software platform tool or other platform, or software approved by County at the request of the County to facilitate assessments of clients.

40. TRAFFICKING VICTIMS PROTECTION ACT OF 2000

Contractor and its Subcontractors that provide services covered by this Contract shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended (22 U.S.C.7104)."

41. BYRD ANTI-LOBBYING AMENDMENT (31 USC 1352)

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by

31 USC 1352. Contractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

42. HATCH ACT

County agrees to comply with the provisions of the Hatch Act (USC, Title 5, Part III, Subpart F., Chapter 73, Subchapter III), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

43. EXHIBITS

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

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

Date: 10-30-25

COUNTY OF TEHAMA

Jayne S. Bottke
Jayme S. Bottke, Executive Director

AB STAFFING

Date: 10-29-2025

Samuel Shelton
Samuel Shelton, Chief Sales Officer

Contractor Number

Vendor Number

Budget Account Number

Standard Form of Agreement – Services adopted 12/08/22

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

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

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

Automobile Liability

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

Workers' Compensation

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

Professional Liability (Contractor/Professional services standard agreement only)

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

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

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

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

Endorsements: Additional Insureds

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

The certificate holder shall be “County of Tehama.”

Deductibles and Self-Insured Retentions

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

Primary Insurance Coverage

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

Coverage Cancellation

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

Acceptability of Insurers

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

Subcontractors

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

Material Breach

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

Policy Obligations

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

Verification of Coverage

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

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

Exhibit B



Rate Sheet

Specialty	Rates
Psychiatrist	All Inclusive: \$305/hr - \$345/hr Travel/Lodge: \$285/hr - \$325/hr
PMHNP/ Psych PA	All Inclusive: \$215/hr - \$225/hr Travel/Lodge: \$195/hr - \$205/hr
LCSW/LFT	All Inclusive: \$120/hr - \$130/hr

Exhibit C
COMPLIANCE AND PROGRAM INTEGRITY

Evidence of Contractual Compliance

Contractor shall document evidence of compliance with all contractual provisions and provide to County upon request.

Exclusions Checks

Consistent with the requirements of 42 Code of Federal Regulations, (C.F.R.) part 455.436, Contractor shall confirm the identify and determine the exclusion status of all providers (employees and subcontractors), as well as any person with an ownership or control interest, or who is an agent or managing employee of Contractor through monthly checks of Federal and State databases. The databases to be included are:

- A. The Social Security Administration's Death Master File
- B. The National Plan and Provider Enumeration System (NPPES)
- C. The Office of Inspector General's List of Excluded Individuals/Entities (LEIE)
- D. The System for Award Management (SAM)
- E. The California Department of Health Care Services (DHCS) Medi-Cal Suspended and Ineligible Provider List (S & I List)

Contractor shall retain evidence of monthly checks and provide to County upon request. If the Contractor finds a party that is excluded, Contractor shall notify the County within one (1) business day. Contractor shall not permit an excluded provider to render services to a County client.

Ownership Disclosure

Pursuant to the requirements of 42 C.F.R. § 455.104, Contractor must make disclosures regarding any person (individual or corporation) who has an ownership or control interest in the Contractor, whether the person (individual or corporation) is related to another person with an ownership or control interest in the Contractor as a spouse, parent, child, or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the Contractor has a five percent (5%) or more interest is related to another person with ownership or control interest in the Contractor as a spouse, parent, child or sibling.

The term "person with an ownership or control interest" means, with respect to the Contractor, a person who:

- A. Has directly or indirectly an ownership of five percent (5%) or more in the Contractor; or
- B. Is the owner of a whole or part interest in any mortgage, deed of trust, note, or other obligation secured in whole (or in part) by the Contractor or any property of or assets thereof, which whole or part interest is equal to or exceeds five percent (5%) of the total property and assets or the entity; or
- C. Is an officer or director of the Contractor if the Contractor is organized as a corporation; or
- D. Is a partner in the Contractor, if the Contractor is organized as a partnership

Contractor will provide County the following disclosures prior to the execution of this contract (and annually thereafter), prior to its extension or renewal (and annually thereafter), and within thirty five (35) days after any change in Contractor ownership:

- A. The name and address of any person (individual or corporation) with an ownership or control interest in the Contractor. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address;
- B. Date of birth and Social Security Number (in the case of an individual);
- C. Other tax identification number [in the case of a corporation with an ownership or control interest in the Contractor or in any subcontractor in which the Contractor has a five percent (5%) or more interest];
- D. Whether the person (individual or corporation) with an ownership or control interest in the Contractor is related to another person with ownership or control interest in the Contractor as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the Contractor has a five percent (5%) or more interest is related to another person with ownership or control interest in the Contractor as a spouse, parent, child, or sibling;
- E. The name of any other disclosing entity in which the Contractor has an ownership or control interest. Other disclosing entity means any other Medicaid disclosing entity and any entity that does not participate in Medicaid, but is required to disclose certain ownership and control information because of participation in any of the programs established under title V, XVIII, or XX of the Act. This includes:
 - (1) Any hospital, skilled nursing facility, home health agency, independent clinical laboratory, renal disease facility, rural health clinic, or health maintenance organization that participates in Medicare (title XVIII);
 - (2) Any Medicare intermediary or carrier; and
 - (3) Any entity (other than an individual practitioner or group of practitioners) that furnishes, or arranges for the furnishing of, health-related services for which it claims payment under any plan or program established under title V or title XX of the Act.
 - (4) The name, address, date of birth, and Social Security Number of any managing employee of the managed care entity.

Business Transactions Disclosure

Contractor must submit disclosures and updated disclosures to County regarding certain business transactions within thirty five (35) days, upon request. The following must be disclosed:

- A. The ownership of any subcontractor with whom Contractor had business transactions totaling more than \$25,000 during the 12-month period ending on the date of request; and
- B. Any significant business transactions between Contractor and any wholly owned supplier, or between Contractor and any subcontractor, during the 5-year period ending on the date of request.

///

Persons Convicted of Crimes Disclosure

Contractor shall submit the following disclosures to County regarding Contractor's management prior to execution of this contract and at any time upon County request:

- (A) The identity of any person who is a managing employee of Contractor who has been convicted of a crime related to federal health care programs. [42 C.F.R. § 455.106(a)(1), (2).]
- (B) The identity of any person who is an agent of Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).) For this purpose, the word "agent" has the meaning described in 42 C.F.R. §455.101.

Criminal Background Checks

Contractor must require providers (employees and contracted) to consent to criminal background checks including livescans pursuant to 42 C.F.R. 455.434(a). Upon DHCS' determination that Contractor or a person with a five percent (5%) or more direct or indirect ownership interest in Contractor meets DHCS' criteria for criminal background checks as a high risk to the Medicaid program, Contractor's providers (employees and contracted) must submit livescans pursuant to 42 C.F.R. 455.434(b)(1).

End of Exhibit C

E-Contract Review
Approval as to Form

Department Name: Health Services

Vendor Name: AB Staffing

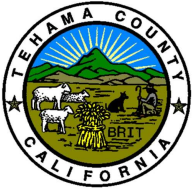
Contract Description: For the purpose of providing locum tenens

APPROVED AS TO FORM:



Date: 09/30/2025

Office of the Tehama County Counsel
Margaret Long, County Counsel



Tehama County

Agenda Request Form

File #: 25-1990

Agenda Date: 11/25/2025

Agenda #: 14.

COMMUNITY ACTION AGENCY - Executive Director Bekkie Emery

Requested Action(s)

a) AGREEMENT - Request approval and authorization for the Executive Director to sign the agreement and all other required forms, with Partnership HealthPlan of California to provide Community Support services, effective from date of approval and shall remain in effect until terminated by either party

Financial Impact:

Partnership HealthPlan of California will reimburse Community Action Agency for approved Community Support services provided to members of Partnership HealthPlan, at a per-member, per-month rate. This reimbursement amount will depend on the services provided and the duration of the services. There is no impact to the county General Fund.

Background Information:

This new agreement will allow Community Action Agency (CAA) to provide specific Community Support services to members of Partnership HealthPlan during the term of the contract. Community Support services include Housing Transition Navigation Services, Housing Deposits, and Housing Tenancy and Sustaining Services. With approval of this agreement, CAA will invoice Partnership HealthPlan for reimbursement of pre-approved Community Supports rendered.



PARTNERSHIP HEALTHPLAN OF CALIFORNIA
MASTER SERVICES AGREEMENT
FOR COMMUNITY SUPPORTS

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PARTNERSHIP HEALTHPLAN OF CALIFORNIA

MASTER SERVICES AGREEMENT

FOR COMMUNITY SUPPORTS

This Master Services Agreement and its Exhibits (“Agreement”) is made and entered into on August 1, 2025 (“Effective Date”) by and between the Partnership HealthPlan of California (“Partnership”), a public entity contracted with the Department of Health Care Services (“DHCS”), and subject to the California Public Records Act, and County of Tehama dba Community Action Agency (“Community Supports Provider”, or “Provider”), individually the “Party” and collectively the “Parties”.

RECITALS

WHEREAS, Partnership is a non-profit community-based healthcare organization that has entered into and will maintain contract(s) (“Medi-Cal Contract”) with the State of California, Department of Health Care Services (“DHCS”) in accordance with Title 10, CCR, Section 1300 et seq.; W&I Code, Section 14200 et seq.; Title 22, CCR, Section 53250; and applicable federal and State laws and regulations, under which Partnership provides services to Medi-Cal beneficiaries.

WHEREAS, Partnership desires to retain County of Tehama dba Community Action Agency to provide services to Partnership and County of Tehama dba Community Action Agency desires to accept such retention, under the terms and conditions of this Agreement.

WHEREAS, County of Tehama dba Community Action Agency is able to provide the scope of work as set forth herein, and will abide by any attachments hereto.

BACKGROUND

California Advancing & Innovating Medi-Cal (“CalAIM”) is a new initiative by DHCS to improve the quality of life and health outcomes of Medi-Cal Members by implementing broad delivery system, program, and payment reform across Medi-Cal. A key feature of CalAIM is the offering of Community Supports (formerly In Lieu of Services), which, at the option of a Medi-Cal managed care health plan and a Member, can substitute for covered Medi-Cal services as cost-effective alternatives.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter stated, the Parties agree as follows:

ARTICLE I - COMMUNITY SUPPORTS DEFINITIONS

The following are key terms related to the provision of Community Supports services. If a capitalized term used in this Agreement or any Exhibit attached hereto is not defined in this Agreement or in the Exhibit, it will have the same meaning ascribed to it in the Medi-Cal Contract. Key terms are defined as follows:

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 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; DHCS Medi-Cal Provider Manual; the Medi-Cal Contracts, including the Community Supports Provisions; all Regulatory Agency guidance, executive orders, instructions, All Plan Letters (“APL(s)”), bulletins, and policies; and all standards, rules, and regulations of Accreditation Organizations.

Authorization or Prior Authorization: Written and/or electronic approval by Partnership for the rendering of Community Supports, which shall be determined pursuant to the authorization procedures described in the Partnership Provider Manual and Policies.

Community Supports Services: Community Supports are those services or settings set forth in Exhibit A of this Agreement that are offered in place of services or settings covered under the California Medicaid State Plan and are medically appropriate, cost-effective alternatives to services or settings under the State Plan.

Community Supports Provider: a Partnership-contracted provider of DHCS-approved Community Supports. Community Supports Providers are entities with experience and/or training providing one or more of the Community Supports approved by DHCS.

DHCS: means the California Department of Health Care Services which funds health care for Medi-Cal Members.

Enhanced Care Management (ECM): a whole-person, interdisciplinary approach to care that addresses the clinical and non-clinical needs of high-need and/or high-cost Members through systematic coordination of services and comprehensive care management that is community-based, interdisciplinary, high-touch and person centered. ECM is a Medi-Cal benefit.

ECM Provider: A Partnership -contracted provider of ECM. ECM Providers are community-based entities with experience and expertise providing intensive, in-person care management services to individuals. ECM Providers may include, but are not limited to, the following entities: (i) counties; (ii) county behavioral health providers; (iii) Primary Care Physician, Specialist, or physician groups; (iv) Federally Qualified Health Centers; (v) Community Health Centers; (vi) Community-based organizations; (vii) hospitals or hospital-based physician groups or clinics (including public hospitals and district and/or municipal public hospitals); (viii) Rural Health Clinics and/or Indian Health Services Programs; (ix) local health departments; (x) behavioral health entities; (xi) community mental health centers; (xii) substance use disorder treatment providers; (xiii) organizations serving individuals experiencing homelessness; (xiv) organizations serving justice involved individuals; (xv) California Children Services Program providers; and (xvi) other qualified providers or entities not listed above, as approved by DHCS.

Health Disparity: Differences in health, including mental health, and outcomes closely linked with social, economic, and environmental disadvantage, which are often driven by the social conditions in which individuals live, learn, work, and play. Characteristics such as race, ethnicity, age, disability, sexual orientation or gender identity, socio-economic status, geographic location, and other factors historically linked to exclusion or discrimination are known to influence the health of individuals, families, and communities.

Health Equity: The reduction or elimination of Health Disparities, Health Inequities, or other disparities in health that adversely affect vulnerable populations.

Health Inequity: A systematic difference in the health status of different population groups arising from the social conditions in which Members are born, grow, live, work, and/or age, resulting in significant social and economic costs both to individuals and societies.

Member: A Medi-Cal recipient who resides in Partnership’s service area and is enrolled in a Medi-Cal managed care health plan administered by Partnership.

Model of Care (MOC): Partnership’s framework for providing ECM and Community Supports, including its Policies and Procedures for partnering with ECM Providers and Community Supports Providers, as approved by DHCS. The MOC is hereby incorporated into this Agreement by reference.

Provider: Any individual or entity that is engaged in the delivery of services, or ordering or referring for those services, and is licensed or certified to do so.

Provider Manual or Partnership Provider Manual: The Manual of Operational Policies and Procedures for Partnership’s Medi-Cal Managed Care Program.

Regulatory Agencies: The federal, State, county, and local government agencies and entities with regulatory or other authority over Partnership, Provider, and/or this Agreement. Regulatory Agency includes, but is not limited to, DHCS, Department of Managed Health Care (“DMHC”), State Auditor, United States Department of Health and Human Services (“DHHS”) and its agents (the “Secretary”), DHHS Inspector General, CMS, Department of Justice (“DOJ”), California Attorney General - Division of Medi-Cal Fraud and Elder Abuse (“DMFEA”), and Comptroller General of the United States.

Urgent Community Supports: Those Services that qualify for expedited Authorization under specific circumstances set forth in the MOC, such as, but not limited to, when a delay in the provision of Community Supports would be harmful to the Member or inconsistent with efficiency and cost-effectiveness. For example, recuperative care services for an individual who no longer requires hospitalization, but still needs to heal from an injury or illness, including behavioral health conditions, and whose condition would be exacerbated by an unstable living environment.

ARTICLE II - COMMUNITY SUPPORTS PROVIDER REQUIREMENTS

2.1 Provider shall:

- a. Provide those contracted Services, as set forth in Exhibit A, which are within Provider’s service specialty, to Members in accordance with the terms and conditions of this Agreement.
- b. Provide contracted Services to Partnership Members that are within the Provider’s professional competence, with the same standards of care, skill, diligence and in the same economic and efficient manner, as are generally accepted practices and standards prevailing in the professional community.
- c. If a state-level pathway to enrollment is available, Provider must enroll in Medi-Cal, pursuant to relevant DHCS APLs, including Provider/Recredentialing and Screening/Enrollment in APL 19-004. If a pathway for enrollment is not available, Provider shall comply with Partnership’s enrollment and credentialing process, including compliance with requirements for individuals employed by or delivering Services on behalf of Provider, to ensure Provider can meet the capabilities and standards required by DHCS to be a Community Supports Provider, including but not limited to:
 - i. Experience and training in elected Community Supports.
 1. Provider shall have experience and/or training in the provision of the Community Supports being offered.
 2. Provider shall have the capacity to provide the Community Supports in a culturally and linguistically competent manner, and comply with all cultural competency requirements, including but not limited to, Partnership’s mandatory cultural competency provider training as well as requirements set forth in Exhibit A, Attachment III, Subsection 5.2.11.C (*Cultural and Linguistic Programs and Committees*) of the Medi-Cal Contract.

- 2.2 Provider shall deliver contracted Community Supports in a timely manner, in accordance with Partnership's MOC, all Applicable Requirements, and the requirements set forth in this Agreement.
- 2.3 Provider shall maintain staffing that allows for timely, high-quality service delivery of the Community Supports that it is contracted to provide as set forth in Exhibit A.
- 2.4 Provider shall participate in all mandatory, Community Supports Provider-focused Community Supports training and technical assistance provided by Partnership, including in-person sessions, webinars, and/or calls, as necessary, in addition to meeting Network Provider training requirements described in Exhibit A, Attachment III, Subsection 3.2.5 (*Network Provider Training*) of the Medi-Cal Contract.
- 2.5 Provider shall comply with Partnership's Policies and Procedures, incorporated by reference herein.
- 2.6 Provider shall:
- a. Accept and act upon Member referrals from Partnership for Authorized Community Supports, unless Provider is at pre-determined capacity;
 - b. Conduct outreach to the referred Member for Authorized Community Supports as soon as possible, including by making best efforts to conduct initial outreach within 24 hours of assignment, if applicable;
 - c. Coordinate with other Providers in the Member's care team, including ECM Providers, if applicable, other Community Support Providers, and Partnership;
 - d. Comply with cultural competency and linguistic requirements required by Applicable Requirements, and in contract(s) with Partnership;
 - e. Comply with non-discrimination requirements set forth in Applicable Requirements and in this Agreement;
 - f. Adhere to compliance requirements set forth in Applicable Requirements and in this Agreement as well as all Community Supports program requirements.
 - g. Ensure the Member agrees to receive Community Supports; and
 - h. Obtain Member authorization to communicate electronically with the Member, Member's family legal guardians, Authorized Representatives, caregivers and other authorized support persons, if Provider intends to do so.
- 2.7 When federal and/or state law or DHCS APLs require authorization for data sharing, Provider shall obtain and/or document such authorization from each assigned Member, including sharing of protected health information (PHI), and shall confirm it has obtained such authorization to Partnership.
- 2.8 Provider may not require Member authorization for Community Supports-related data sharing for Provider to initiate delivery of Community Supports unless such authorization is required by federal law. Provider will be reimbursed only for Services that are Authorized by Partnership. In the event of a Member requesting Services not yet Authorized by Partnership, Provider shall send Prior Authorization request(s) to Partnership, unless a different agreement is in place (e.g., if Partnership has given Provider authority to authorize Community Supports directly).
- 2.9 If Community Supports is discontinued for any reason, Provider shall support transition planning for the Member into other programs or services that meet the Member's needs.
- 2.10 Provider is encouraged to identify additional Community Supports the Member may benefit from and send any additional request(s) for Community Supports to Partnership for Authorization.

- 2.11 Member Eligibility.** Provider will verify Medi-Cal Member eligibility with Partnership prior to rendering Services. Prior Authorization from Partnership is not a guarantee of Medi-Cal Member eligibility with Partnership or eligibility in the State Medi-Cal Program. 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.
- 2.12 Prior Authorization.** Provider will obtain referral and Prior Authorization when required before rendering Services to Partnership Member.
- 2.13 Accessibility and Hours of Services.** Provider shall provide Services to Medi-Cal Members on a readily available and accessible basis in accordance with Partnership policies and procedures as set forth in Partnership's Provider Manual during normal business hours at Provider's usual place of business.
- 2.14 Locations and Services.** This Agreement will apply to Services provided by Provider at any location set forth in this Agreement. Upon execution of this Agreement, if Provider renders Services at a location not listed in this Agreement, Provider understands that any new site(s) not listed in the Agreement may be added upon notice to Partnership of new site(s) and successful completion of Partnership's Credentialing requirements, as applicable. Further, any new site(s) added to this Agreement will be subject to the same reimbursement rates set forth in the Agreement.
- 2.15 Community Supports Provider Affiliate.** In the event Provider acquires or is acquired by, merges with or otherwise becomes affiliated with another Community Supports Provider that is currently contracted with Partnership, this Agreement, and the current agreement between Partnership and the other Community Supports 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.
- 2.16 Plan Directories and Updates.** Partnership shall be allowed to use the name of Provider and its subcontractors, if any, in its provider listings or directories and in other materials and marketing literature of Partnership, whether in paper or electronic form, without the prior consent of Provider or its subcontractor, which listings and directories may be made accessible on Partnership's website to the public, potential enrollees, Regulatory Agencies, and other providers, without any restrictions or limitations. To the extent required by Section 1367.27 of the California Health and Safety Code, or by other Applicable Requirements, Provider shall provide Partnership information as and when reasonably requested by Partnership, and no less frequently than every six (6) months, to update its provider directories. Provider shall report to Partnership any change to provider directory information, including Provider name or practice name, address, telephone number, hours and days when Provider's service location(s) is/are open; the services and benefits available and whether the office/facility can accommodate Members with physical disabilities; Provider's cultural and linguistic capabilities, including whether non-English languages and American Sign Language are offered either by the Provider or a skilled medical interpreter at the Provider's facility; and availability to accept new Members, within thirty (30) days of any such change or within thirty (30) days of any request of Partnership to provide updated Provider information, unless another time frame is mandated by Applicable Requirements or specified herein.

ARTICLE III - OBLIGATIONS OF PARTNERSHIP

3.1 Community Supports Program

- a. Partnership shall inform Members about Community Supports and how to access it.
- b. Partnership shall ensure accurate and up-to-date Member-level records are maintained for the Members Authorized for Community Supports.

c. Partnership shall notify Provider when Community Supports has been discontinued.

3.2 Authorization of Community Supports. Partnership shall ensure Community Supports and Urgent Community Supports Authorization or a decision not to Authorize occurs as soon as possible and in accordance with Applicable Requirements and the Provider Manual.

3.3 Assignment to a Community Supports Provider. Partnership shall ensure communication of the assignment of a Member to Provider as soon as possible following Community Supports Authorization. Partnership shall follow Member's preferences for a specific Community Supports Provider, if known, to the extent practicable.

ARTICLE IV - PAYMENT FOR COMMUNITY SUPPORTS

4.1 Provider shall record, generate, and send a claim or invoice to Partnership for Community Supports rendered.

- a. If Provider submits claims, Provider shall submit claims to Partnership using specifications based on national standards and code sets to be defined by DHCS.
- b. In the event Provider is unable to submit claims to Partnership for Community Supports using specifications based on national standards or DHCS-defined standard specifications and code sets, Provider shall submit invoices with an excel spreadsheet with the minimum necessary data elements defined by DHCS, or as defined in Partnership Policy which includes information about the Member, the Community Supports rendered, and Provider's information to support appropriate reimbursement by Partnership that will allow Partnership to convert Community Supports invoice information into DHCS-defined standard specifications and code sets for submission to DHCS. Upon receipt of such an invoice, Partnership shall document the Encounter for the Community Supports rendered.
- c. Provider will submit complete, timely, reasonable, and accurate claims or invoices, Provider Data, Encounter Data, and any other reports and data that Partnership might need, according to all Applicable Requirements for all Services rendered to Medi-Cal Members as described in Partnership's Provider Manual.
- d. All claims or invoices for reimbursement of Services must be submitted to Partnership as soon as possible, but no later than within three hundred and sixty-five (365) days from the date of Services. Claims or invoices received on the 366th day from the date of service will be denied. Partnership will make no exceptions or pro-rated payments beyond the twelve (12) month billing limit.

4.2 Provider shall not receive payment from Partnership for the provision of any Community Supports not authorized by Partnership.

4.3 Provider must have a system in place to accept payment from Partnership for Community Supports rendered.

- a. Partnership shall pay 90 percent of all Clean Claims and invoices within 30 calendar days of receipt and 99 percent of Clean Claims and invoices within 90 calendar days of receipt. The date of receipt shall be the date Partnership receives the claim, as indicated by its date stamp on the claim. The date of payment shall be the date on the check or other form of payment.
- b. Partnership shall provide expedited payments for Urgent Community Supports pursuant to its policies and procedures, Medi-Cal Contract, and any other related DHCS guidance. Partnership may also provide expedited payments for Urgent Community Supports at Partnership's discretion.

4.4 Overpayments or recoupments. Provider will report all overpayments directly to Partnership, repay all overpayments within sixty (60) days of the date the overpayment was identified, and notify Partnership in writing of the reason for the overpayment. (42 CFR section 438.608(d)(2)). Pursuant to 42 CFR Section 438.608(d) Partnership is required to report Provider overpayments to DHCS annually. Overpayment is any payment made to Provider by Partnership to which Provider is not entitled under Title XIX of the Social Security Act. Provider acknowledges and agrees that, if Partnership identifies the overpayment, Provider will

reimburse Partnership within thirty (30) Working Days of receipt of a timely written or electronic notice from Partnership of an overpayment, unless Provider contests such overpayment within thirty (30) Working Days in writing and identifies the portion of the overpayment being contested and the specific reasons for contesting the overpayment. Provider agrees that Partnership shall have the right to recover such uncontested amounts from Provider. If payment of uncontested recoupment is not received by Partnership within sixty (60) days from Partnership's mailing notice, Partnership reserves the right to recoupment or offset from current or future amounts due from Partnership to Provider.

- 4.5 **Entire Payment.** Provider will accept from Partnership compensation as payment in full and discharge of Partnership's financial liability. Services provided to Medi-Cal Members by Provider will be reimbursed as listed hereunder in those amounts set forth in Exhibit B to this Agreement and in accordance with Partnership's Provider Manual and policies and procedures. Provider will look only to Partnership for such compensation. Partnership has the sole authority to determine reimbursement policies and methodology of reimbursement under this Agreement, which includes reduction of reimbursement rates if rates from the State to Partnership are reduced by DHCS.

ARTICLE V - DATA SYSTEM REQUIREMENTS AND DATA SHARING TO SUPPORT COMMUNITY SUPPORTS

- 5.1 As part of the referral process, Partnership will ensure Provider has access to:
- a. Demographic and administrative information confirming the referred Member's eligibility and authorization for the requested Service;
 - b. Appropriate administrative, clinical, and social service information Provider might need in order to effectively provide the requested service; and
 - a. Billing information necessary to support Provider's ability to submit invoices to Partnership.
- 5.2 Partnership shall comply with all State and federal reporting requirements.
- 5.3 Partnership shall use defined federal and State standards, specifications, code sets, and terminologies when sharing physical, behavioral, social, and administrative data with Provider and with DHCS, to the extent practicable.
- 5.4 Partnership shall track Community Supports referrals and verify if the Authorized Service has been delivered to the Member. If the Member receiving Community Supports is also receiving Enhanced Care Management services, Partnership shall monitor to ensure that the ECM Provider tracks whether the Member receives the Authorized Service from Provider. Partnership shall also support Provider notification to Partnership and EMC Provider and Member's Primary Care Provider (PCP), as applicable, when a referral has been fulfilled, as described in Exhibit A, Attachment III, Subsection 4.5.9 (*Data System Requirements and Data Sharing to Support Community Supports*) of the Medi-Cal Contract.
- 5.5 Partnership will support Provider access to systems and processes allowing them to track and manage referrals for Community Supports and Member information.

ARTICLE VI - HOLD HARMLESS

- 6.1 Provider shall hold harmless both the State and the Member in the event Partnership, or another Partnership Subcontractor or Downstream Subcontractor as applicable, cannot or will not pay for Services performed by Provider pursuant to the terms of the Agreement.
- 6.2 Provider will not bill Members for Community Supports.

6.3 The terms of this Article VI shall survive the termination of this Agreement.

ARTICLE VII - QUALITY AND OVERSIGHT

- 7.1 Provider acknowledges Partnership will conduct oversight of its delivery of Community Supports to ensure the quality of Services rendered and ongoing compliance with all legal and contractual obligations both Partnership and the Provider have, including but not limited to, required reporting, audits, and corrective actions, among other oversight activities and Community Supports requirements set forth in the Medi-Cal Contract and applicable DHCS APLs, which are incorporated herein by this reference.
- 7.2 Provider shall respond to all Partnership requests for information and documentation to permit ongoing monitoring of Community Supports.
- 7.3 Provider shall be responsible for the same reporting requirements, as those Partnership must report to DHCS, including Encounter Data and other supplemental reporting, as applicable.
- 7.4 Failure of Provider to follow Partnership's Policies and Procedures, reporting requirements, sub contractual requirements, or Applicable Requirements, may result, at Partnership's option, in a corrective action plan or any sanctions incorporated in the Partnership Provider Manual or as set forth in Section 12.6.
- 7.5 Provider acknowledges that Partnership shall have the right to immediately withdraw Members from assignment to Provider in the event the health or safety of Members is jeopardized by the actions of Provider or by reason of Provider's failure to provide Services in accordance with Partnership's utilization management.

ARTICLE VIII - INDEPENDENT CONTRACTOR

- 8.1 It is understood and agreed that in the performance of the services in this Agreement, Provider is acting as an independent contractor and not as an agent or employee of, or partner, joint venture, or in any other relationship with Partnership. Provider agrees that its staff are not and will not become employees, agents, or principals of Partnership while this Agreement is in effect. Provider agrees that its staff are not entitled to the rights or benefits afforded to Partnership employees, including disability or unemployment, worker's compensation, medical insurance, sick leave, or any other employment benefit. Provider is responsible for providing its staff with disability or unemployment, worker's compensation, training, permits, certifications, and licenses for itself and staff.
- 8.2 Provider acknowledges that no income, social security, or other taxes will be withheld or accrued by Partnership. Provider is responsible for filing and payment when due of all income taxes including estimated taxes, incurred as a result of the compensation paid by Partnership for Services under this Agreement. On request, Provider will provide Partnership with proof of timely payment of taxes. Provider agrees to indemnify Partnership for any claims, cost losses, fees, penalties, interest or damages suffered by Provider resulting from Provider's failure to comply with this provision.

ARTICLE IX - CONFIDENTIALITY

- 9.1 As used in this Agreement, "Confidential Information" means all confidential and proprietary information of a Party ("Disclosing Party") disclosed to the other Party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement (including pricing and other terms reflected in all SOWs under this Agreement), business and marketing plans, technology and technical information, product designs, and business processes, including information

concerning or obtained from patients, customers, Community Supports Providers and other third Parties. Confidential Information does not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party. The Receiving Party may not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission and the Receiving Party must restrict access to such Confidential Information to personnel within its organization other than employees who need such access in order to perform obligations contemplated under this Agreement. The Receiving Party agrees to protect the confidentiality of the Confidential Information of the other Party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event will either Party exercise less than reasonable care in protecting the Confidential Information.

9.2 Provider shall abide by confidentiality policies and professional ethics concerning patient medical information, including the privacy and security laws and regulations set forth in Applicable Requirements, including, but not limited to, HIPAA, HITECH Act, and CMIA.

9.3 With respect to any identifiable information concerning a Medi-Cal Member under this Agreement that is obtained by Provider: Provider (1) will not use any such information for any purpose other than carrying out the express terms of the Agreement; (2) will promptly transmit to Partnership all requests for disclosure of such information; (3) will not disclose except as otherwise specifically permitted by the Agreement, any such information to any party other than DHCS without prior written authorization from Partnership 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; and (4) will, at the expiration or termination of the Agreement, return all such information to Partnership or maintain such information according to written procedures of Partnership.

9.4 Provider will not disclose the payment provisions of this Agreement except as may be required by law.

ARTICLE X - INDEMNIFICATION AND INSURANCE

10.1 Provider accepts all responsibility for loss or damage to any person or entity, and to indemnify, hold harmless and defend Partnership, its agents and employees from and against any and all actions, claims, damages, disabilities or expenses including attorneys' fees, experts' fees, and witness costs that may be asserted by any person or entity, arising out of or in connection with the activities of Provider, its Subcontractors or employees provided for herein, but excluding any and all actions, claims, damages, liabilities or expenses due to the sole negligence or willful misconduct of Partnership. This indemnification obligation is not limited in any way by any limitation of the amount or type of damages, or compensation payable by or for Provider or its Subcontractors under workers' compensation acts, disability benefits acts, or other employee benefit acts.

10.2 Provider will maintain worker's compensation insurance in the amount required by law, comprehensive general liability insurance with coverage in the amount of \$1,000,000 each occurrence and \$2,000,000 in general aggregate, and professional liability coverage in the amount of \$1,000,000 per each occurrence and \$2,000,000 in general aggregate. Partnership must be listed as an additional insured with a waiver of subrogation in favor of Partnership. Provider acknowledges that specific projects may require they obtain additional insurance. Provider shall provide details about the additional insurance on the applicable Statement of Work, if necessary. Provider shall notify Partnership at least 30 days in advance of any insurance cancellations. Upon request, Provider shall provide Partnership with a certificate of insurance evidencing required coverage. These indemnification provisions are independent of and may not in any way be limited by the Insurance requirements

of this Agreement. Partnership's approval of the insurance required by this Agreement does not in any way relieve the Provider from liability under this section.

ARTICLE XI - TERM, TERMINATION, AND AMENDMENT

11.1 TERM. The term of this Agreement begins on the Effective Date; provided, however, Provider shall not provide Services hereunder until Provider has satisfactorily completed the Partnership provider credentialing process, if applicable. This Agreement shall remain in effect until cancelled by either party hereto by giving the other party thirty (30) days written notice. 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 or within DHCS' estimated date of completion, whichever is later, may be used at Partnership's sole risk and subject to possible subsequent disapproval by DHCS.

11.2 TERMINATION WITH CAUSE. In the event of a material breach by either Party, other than those material breaches set forth in Section 11.2, Immediate Termination by Partnership, the non-breaching Party, may terminate this Agreement by providing thirty (30) days written notice of the material breach of this Agreement to the breaching Party setting forth the reasons for such termination, provided, however, that if the breaching Party cures such breach during the thirty (30) day period, then this Agreement will not be terminated because of such breach unless the breach is not subject to cure.

11.3 TERMINATION WITHOUT CAUSE. This Agreement may be terminated by either Party, without cause, by providing ninety (90) days written notice of their intent to terminate and/or renegotiate this Agreement. Termination of this Agreement by either Party will not act as a waiver of any breach of this Agreement and will not act as a release of either Party from any liability for breach of such Party's obligations under this Agreement.

11.4 AMENDMENT. Except as may otherwise specified in this Agreement and its exhibits, the Agreement may be amended only by both Parties agreeing to the amendment in writing, and must be executed by a duly authorized person of each Party. Partnership will inform Provider of prospective requirements added by federal or State law or DHCS that apply to the Medi-Cal Contract before the requirements become effective and Provider agrees to comply with the new requirements within thirty (30) calendar days of the new requirements effective date, unless otherwise instructed by DHCS.

- a. Amendments to this Agreement will be submitted to DHCS for approval before use. Proposed changes that are neither approved nor disapproved by DHCS within sixty (60) calendar days after DHCS has acknowledged receipt or within DHCS' estimated date of completion, whichever is later, may be used at Partnership's sole risk and subject to possible subsequent disapproval by DHCS.
- b. In the event a change in law, regulation or the Medi-Cal Contract requires an amendment to this Agreement, Provider's refusal to accept such amendment will constitute reasonable cause for Partnership to terminate this Agreement pursuant to the termination provisions hereof.

11.5 SURVIVAL OF TERMS. 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. Any provisions of this Agreement which by nature, extend beyond the expiration, or termination of this Agreement, and those provisions that are expressly stated to survive termination, will survive the termination of this Agreement, and will remain in effect until all such obligations are satisfied. The following obligations of Provider will survive the termination of this Agreement regardless of the cause giving rise to termination and will be construed for the benefit of the Medi-Cal Member: Section 4.4 Overpayments or Recoupments; Article

VI Member Hold Harmless; Article X Indemnification and Insurance; Section 11.6 Continuity of Care Following Termination; and Section 12.2 Access to Records.

11.6 CONTINUITY OF CARE FOLLOWING TERMINATION. Provider agrees to assist Partnership in the orderly transfer of Medi-Cal Members to another Community Supports Provider of their choice or to whom they are referred. Furthermore, Provider shall assist Partnership as applicable in the transfer of a Member's care as needed and in accordance with Exhibit E, Section 1.17 (*Phaseout Requirements*) of the Medi-Cal Contract, in the event of termination of the Medi-Cal Contract for any reason. Should this Agreement be terminated, Provider will, at Partnership's option, continue to provide Services to Medi-Cal Members who are under the care of Provider at the time of termination until the Services being rendered to the Medi-Cal Members by Provider are completed, unless Partnership has made appropriate provisions for the assumption of such services by another Community Supports Provider. Provider agrees to accept payment at the contract rate in place at the time of termination, which shall apply for up to six months following termination of the Agreement, and agrees to adhere to Partnership policies and procedures.

11.7 TERMINATION NOT AN EXCLUSIVE REMEDY. Any termination by either Party is not meant as an exclusive remedy and such terminating Party may seek whatever action in law or equity as may be necessary to enforce its rights under this Agreement.

ARTICLE XII - OTHER PROVISIONS

12.1 NON-EXCLUSIVITY. Nothing in this Agreement shall prohibits Partnership from seeking similar services from other companies, including signing an agreement with another similar company that would be considered competition. Provider agrees this will not be a conflict of interest.

12.2 ACCESS TO RECORDS.

12.2.1 Provider shall permit Partnership, any of Partnership's duly authorized representatives, and Regulatory Agencies, including, but not limited to, DHCS, the Department of Health Services, CMS, DHHS, DOJ, DMFEA, DMHC, or their designees to examine and audit all directly permitted books, documents, papers, records, computer, and other electronic systems of Provider involving transactions related to the Services outlined and included in this Agreement for the purpose of making audits, evaluations, examinations, excerpts and transcripts. Provider shall maintain records for a period of ten (10) years after the final date of the Medi-Cal Contract period or from the date of completion of any audit, whichever is later. Partnership shall give Provider thirty (30) days written notice of such request(s) unless a shorter timeframe is required for access by a Regulatory Agency. Provider agrees to timely gather, preserve, and provide to Regulatory Agencies, including, but not limited to, DHCS, CMS, and DMFEA, any records in Provider's possession, in accordance with Exhibit E, Section 1.27 (*Litigation Support*) of the Medi-Cal Contract.

12.3 NON-DISCRIMINATION.

a. **Medi-Cal Members.** Provider shall comply with all laws and regulations applicable to its operations and to the provision of services hereunder. Provider shall not discriminate against Members on the basis of race, color, creed, religion, language, sex, gender, gender identity, gender expression, marital status, political affiliation, ancestry, sexual orientation, sexual preference, national origin, ethnic group identification, health status, age, physical or mental disability, medical condition (including cancer), genetic information, pregnancy, childbirth, or related medical conditions, veteran's status, income, source of payment, or identification with any other persons or groups defined in Penal Code 422.56, or status as a Member of Partnership, or filing a complaint as a Member of Partnership. Members may exercise their patient rights without adversely affecting how they are treated by Provider. Provider shall not condition

treatment or otherwise discriminate on the basis of whether a Member has executed an advance directive. Provider shall fully comply with all Applicable Requirements that prohibit discrimination, including, but not limited to, Title I and II of the Age Discrimination Act of 1975, Section 504 of the Rehabilitation Act, of 1973, 45 C.F.R. Part 80 and 84, Title 28 CFR Part 36, Title IX of the Educational Amendments of 1973, California Government Code Sections 7405 and 11135, California Confidentiality of Medical Information Act at Civil Code Section 51 et seq., the Unruh Civil Rights Act, W&I Code section 14029.91, Title VI of the Civil Rights Act of 1964, 42 United States Code (USC) Section 2000(d), Section 1557 of the Patient Protection and Affordable Care Act, and all rules and regulations promulgated pursuant thereto. Discrimination includes, but is not limited to, denying any Member any Community Supports or availability of a facility; providing to a Member any Community Supports 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 Community Supports; restricting a Member in any way in the enjoyment of any advantage or privilege enjoyed by others receiving many Community Supports, 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 Community Supports; the assignment of times or places for the provision of services on the basis of the sex, race, color, religion, ancestry, national origin, creed, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sexual orientation, identification with any other persons or groups defined in Penal Code section 422.56, or any other protected category of the Members to be served; utilizing criteria or methods of administration which have the effect of subjecting individuals to discrimination; failing to make auxiliary aids available, or to make reasonable accommodations in policies, practices, or procedures, when necessary to avoid discrimination on the basis of disability; and failing to ensure meaningful access to programs and activities for Limited English Proficient (LEP) Members and potential Members.

- i. For the purpose of this Section 12.3, genetic information includes the carrying of a gene, which may, under some circumstances, be associated with disability in that person's offspring, but which causes no adverse effects on the carrier. Such genes include, but are not limited to, Tay-Sachs trait, sickle-cell trait, Thalassemia trait, and X-linked hemophilia.
- b. **Employees or applicants for employment.** Provider and its subcontractors will not unlawfully discriminate or harass against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, ethnic group identification, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age, marital status, use of family care leave, identification with any other persons or groups defined in Penal Code 422.56, or other protected status, and any other characteristics covered under state and federal law. Provider and its subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. 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. Provider will give notice of Provider's obligations under this Section to labor organizations with which Provider has a collective bargaining or other agreement.

12.4 NOTICES. Notices to the Parties in connection with the provisions of this Agreement shall be given either by electronic mail, fax, or by regular mail or overnight courier addressed as follows:

Sonja Bjork, CEO
Partnership HealthPlan of California
4665 Business Center Drive
Fairfield, CA 94534

Honey Touvell, Program Manager
County of Tehama dba Community Action
Agency
310 S Main St.
Red Bluff, CA 96080

12.5 COMPLIANCE WITH LAW. Partnership with good cause, may impose and enforce administrative and/or financial sanctions, corrective action, and/or penalties against Provider due to non-compliance or failure to comply with applicable federal or state statutes, regulations, rules, contractual obligations, and as applicable, Partnership policies and procedures as solely determined by Partnership.

12.6 CORRECTIVE ACTION AND NOTIFICATION OF SANCTIONS. Partnership will provide written notice outlining the specific reasons, in Partnership's determination; Provider is in non-compliance of this Agreement. Required actions for Provider to cure the breach through corrective action will be set forth in the written notice. In the event Provider fails to cure those specific claims set forth by Partnership within twenty (20) days of the receipt of the notice, Partnership reserves the right to impose an administrative and/or financial sanctions and/or penalties against Provider up to and including termination of the Agreement immediately upon notice to Provider. Partnership shall notify the affected in writing twenty (20) days prior to the implementation date of any administrative sanction and thirty (30) days prior to the implementation date of any financial sanction. Such notice shall include:

- a. Effective date;
- b. Detailed findings of non-compliance;
- c. Reference to the applicable statutory, regulatory, contractual, Partnership policy and procedures, or other requirements that are the basis of the findings;
- d. Detailed information describing the sanction(s);
- e. Timeframes by which the organization or individual shall be required to achieve compliance, as applicable;
- f. Indication that Partnership may impose additional sanctions if compliance is not achieved in the manner and time frame specified;
- g. Providers notice shall include their right to file a complaint (grievance) in accordance with Partnership policy and procedure MPPRGR210 Provider Grievance; and
- h. Nonprovider entities notice shall include their right to file a complaint under the terms of their agreement with Partnership.

12.7 FEDERAL AND STATE PROGRAM ELIGIBILITY. Provider, to the best of its knowledge represents that neither it nor any of its employees have been or currently are under investigation for any violations of the various provisions or laws governing Medicare, Medicaid, any federally funded health care benefit program and/or any private health care benefit program which could lead to exclusion from such programs; and neither it nor any of its employees or agents has ever (1) been convicted of; (a) any offense related to the delivery of an item or service under Medicare, Medicaid, any private health care benefit program or any federally funded program; (b) a criminal offense relating to neglect or abuse of patients in connection with the delivery of a health care item or service; (c) fraud, theft, embezzlement, or other financial misconduct in connection with the delivery of a health care item or service; (d) obstructing an investigation of any crime referred to in (a), (b), or (c) above; or (e) unlawful manufacture, distribution, prescription or dispensing of a controlled substance; (2) been required to pay any civil monetary penalty regarding false, fraudulent or impermissible claims under, or payment to induce a reduction or limitation of health care services to beneficiaries of, any state, federal or private health care benefit program or any other federally funded program.

12.8 FRAUD, WASTE, and ABUSE. Provider shall implement and maintain policies and procedures designed to detect and prevent fraud, waste, and abuse as outlined in 42 CFR 438.608. Provider is responsible for reporting

all cases of suspected fraud, waste, and abuse, as defined in 42 CFR Section 455.2 where there is reason to believe that an incident of fraud and/or abuse has occurred by Medi-Cal Members or by providers. Provider shall report cases of suspected or confirmed fraud, waste, or abuse to Partnership immediately upon discovery, but no later than ten (10) days. Provider agrees to cooperate with any investigations under this section and provide DHCS and/or Partnership any documentation, reports or records deemed relevant to the investigation in accordance with Exhibit A, Attachment III, Subsection 1.3.2.D (*Contractor's Reporting Obligations*) and Subsection 1.3.2.D.6) (*Confidentiality*) of the Medi-Cal Contract.

12.9 WAIVER/ESTOPPEL. Nothing in this Agreement is considered to be waived by any Party, unless the Party claiming the waiver receives the waiver in writing. No breach of the Agreement is considered to be waived unless the non-breaching Party waives it in writing. A waiver of one provision does not constitute a waiver of any other. A failure of either Party to enforce at any time any of the provisions of this Agreement, or to exercise any option which is herein provided in this Agreement, will in no way be construed to be a waiver of such provision of this Agreement.

12.10 FORCE MAJEURE. Each Party will take commercially reasonable steps to prevent and recover from disruptive events that are beyond its control and represents that it has backup systems in place in case of emergencies or natural disasters. If either Party is wholly or in part, unable to perform any or part of its duties or functions under this Agreement because an act of war, riot, terrorist action, weather-related disaster, earthquake, public health emergency, governmental action, unavailability or breakdown of equipment, or other industrial disturbance which is beyond the reasonable control of the Party obligated to perform and which by the exercise of reasonable diligence such Party is unable to prevent (each a "Force Majeure Event"), then, and only upon giving the other Party notice by telephone, facsimile, e-mail, or in writing within a reasonable time frame and in reasonably full detail of the Force Majeure Event, such Party's duties or functions will be suspended during such inability; provided, however, that in the event that a Force Majeure Event delays such Party's performance more than thirty (30) days following the date on which notice was given to the other Party of the Force Majeure Event, the other Party may terminate this Agreement. Neither Party will be liable to the other for any damages caused or occasioned by a Force Majeure Event. Government actions resulting from matters that are subject to the control of the Party will not be deemed Force Majeure Events.

12.11 ASSIGNMENT AND DELEGATION. Provider shall not assign, sublet, or transfer any interest in or duty under this Agreement without written consent of Partnership and DHCS, and no assignment shall be of any force or effect whatsoever unless and until Partnership shall have so consented in writing. Provider agrees that the assignment or delegation of this Agreement shall void unless prior written approval is obtained by DHCS. Provider shall make sure those employees properly perform their responsibilities under this Agreement.

12.12 DISPUTE RESOLUTION.

- a. In the event that any dispute, claim, or controversy of any kind or nature relating to this Agreement arise between the Parties, the Parties agree to meet and make a good faith effort to resolve the dispute.
- b. Any dispute or controversy arising under or in connection with this Agreement, or the breach thereof, or the commercial or economic relationship of the Parties hereto unresolved by the mechanisms above shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award will be rendered by the arbitrator, and may be entered in any court having jurisdiction thereof. The arbitration will be governed by the U.S. Arbitration Act 9 U.S.C. 33 1-16, to the exclusion of any provisions of state law inconsistent therewith or which would produce a different result. The arbitration is to take place in Solano County and by a single arbitrator knowledgeable in health care administration. The arbitrator shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected pursuant to California Code of Civil Procedure Sections 1286.2 or 1286.6 for such error. The arbitrator(s) shall have the power to grant all legal and

equitable remedies available under California law, including but not limited to, preliminary and permanent private injunctions, specific performance, reformation, cancellation, accounting and compensatory damages; provided, however, that the arbitrator(s) shall not be empowered to award punitive damages, penalties, forfeitures or attorney's fees. Each party shall be responsible for their own attorney fees. The party against whom the award is rendered will pay any monetary award and/or comply with any other order of the arbitrator within sixty (60) days of the entry of judgment on the award, or take an appeal pursuant to the provisions of the California Civil Code. Notwithstanding the dispute resolution process herein, all disputes are subject to the provisions of the California Government Claims Act (Government Code § 905 et seq.).

12.13 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the Medi-Cal Contract, the Applicable Requirements, including, but not limited to, 42 CFR Section 438.230, the Knox-Keene Health Care Service Plan Act of 1975 as codified in H&S Code section 1340 *et seq.* (unless otherwise excluded under the Medi-Cal Contract), 28 CFR Section 1300.43 *et seq.*, W&I Code section 14000 *et seq.*, and 22 CCR sections 53800 *et seq.*, 22 CCR sections 53900 *et seq.* Each party represents and warrants that it is currently, and for the duration of this Agreement will remain in compliance with all applicable local, State and federal laws and regulations. The validity, construction, interpretation and enforcement of this Agreement will be governed by the laws of the State of California, the United States of America, and the contractual obligations of Partnership. Partnership and Provider agree to comply with all Applicable Requirements and the Medi-Cal Managed Care Program.

12.14 ENTIRE AGREEMENT. This Agreement and its attachments, constitutes the entire agreement between the Parties governing the subject matter of this Agreement. This Agreement replaces any prior written or oral communications or agreements between the Parties relating to the subject matter of this Agreement.

12.15 SEVERABILITY. The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provision of this Agreement, which will remain in full force and effect.

12.16 COUNTERPARTS. This Agreement may be executed by electronic signature or in one or more counterparts, each of which will be deemed an original, but all of which, together, shall constitutes one agreement.

IN WITNESS THEREOF, the Parties have caused their duly authorized representatives to execute this Agreement.

**PARTNERSHIP HEALTHPLAN
OF CALIFORNIA**

Signed by:
By: Sonja Bjork
10A81AB5333C440...
Name: Sonja Bjork
Title: CEO
Date: 11/9/2025

**COUNTY OF TEHAMA dba COMMUNITY
ACTION AGENCY**

By: [Signature]
Name: Bekkie F. Emery
Title: Director
Date: 10/24/25

EXHIBIT A – DHCS PRE-APPROVED COMMUNITY SUPPORTS

Pursuant to the terms of this Agreement, Provider shall provide the following DHCS Pre-Approved Community Supports to Members (check as applicable):

- i. ☒ Housing Transition Navigation Services
- ii. ☒ Housing Deposits
- iii. ☒ Housing Tenancy and Sustaining Services
- iv. ☐ Short-Term Post-Hospitalization Housing
- v. ☐ Recuperative Care (Medical Respite)
- vi. ☐ Respite Services
- vii. ☐ Day Habilitation Programs
- viii. ☐ Nursing Facility Transition/Diversion to Assisted Living Facilities, such as Residential Care Facilities for Elderly (RCFE) and Adult Residential Facilities (ARF)
- ix. ☐ Community Transition Services/Nursing Facility Transition to a Home
- x. ☐ Personal Care and Homemaker Services
- xi. ☐ Environmental Accessibility Adaptations (Home Modifications)
- xii. ☐ Meals/Medically Tailored Meals
- xiii. ☐ Sobering Centers
- xiv. ☐ Asthma Remediation

EXHIBIT B – COMMUNITY SUPPORTS FEE SCHEDULE

COUNTY OF TEHAMA dba COMMUNITY ACTION AGENCY

EFFECTIVE DATE: August 1, 2025

COMMUNITY SUPPORTS SERVICES

Community Supports services will be reimbursed on a Fee-For-Service (FFS) basis in accordance with the approved Treatment Authorization Request (TAR) on file.

Service	Rate	Frequency
Housing Transition Navigation Services	\$386.00	Once Per Month
Housing Deposits	Up to \$5,000.00	Once Per Lifetime
Housing Tenancy and Sustaining Services	\$222.00	Up to Two (2) Units Per Month

Refer to the Provider Manual for additional billing criteria at www.Partnershiphp.org

EXHIBIT C – DATA SHARING AGREEMENT

RECITALS

WHEREAS, Partnership HealthPlan of California (Partnership) is a county organized health system (COHS) contracted with the State of California Department of Health Services to develop and maintain a health delivery system for assigned Medi-Cal Beneficiaries (Members) in several counties in Northern California.

WHEREAS, County of Tehama dba Community Action Agency is an entity with experience and/or training providing one or more of the Community Supports approved by DHCS to the identified Members.

FURTHERMORE, County of Tehama dba Community Action Agency is a contracted provider in good standing with Partnership.

WHEREAS, both Parties desire to implement and participate in a two-way Data Sharing Agreement (“DSA”) to act as both a Data Provider and a Data Recipient in that each has agreed to provide and obtain patient data (Medi-Cal data file(s)) through a direct exchange with the focus on treatment purposes for identified Members.

WHEREAS, to ensure the integrity, security, and confidentiality of such data and to permit only appropriate disclosure and use as may be permitted by law, Partnership and County of Tehama dba Community Action Agency (also referred to as “Party”, “Parties”) enter into this DSA to comply with the following specific sections. This DSA shall be binding on any successors to the Parties.

AGREEMENT FOR DISCLOSURE AND USE OF DATA AND DOCUMENTS

1. This DSA is by and between Partnership HealthPlan of California (Partnership) and County of Tehama dba Community Action Agency and is effective August 1, 2025.
2. This DSA addresses the conditions under which the Parties will disclose and the User(s) of each Party will obtain and use Medi-Cal data file(s). This DSA supplements any agreements between the Parties with respect to the use of information from data and overrides any contrary instructions, directions, agreements, or other understandings with respect to the data specified in this DSA not contained in the Master Services Agreement to which this is an Exhibit, the Medi-Cal Contract, and the Applicable Requirements. The terms of this DSA may be changed only by a written modification to this DSA or by the Parties entering into a new agreement. The Parties agree further that instructions or interpretations issued to the User(s) of each Party concerning this DSA, and the data specified herein in Exhibits C-1 and C-2 to be shared, shall not be valid unless issued in writing by each Party’s point-of-contact specified in Section 4 or the signatories to this DSA.
3. The parties mutually agree that the following named individuals are designated as “Custodians of the Files” on behalf of the user(s) and shall be responsible for the observance of all conditions of use and for establishment

and maintenance of security arrangements as specified in this DSA to prevent unauthorized use or disclosure. The Parties agree to notify the other Party within fifteen (15) days of any change to the custodianship information.

Partnership HealthPlan of California
Name of Custodian of Files Title/Component Tina Buop, CIO
Company Address 4665 Business Center Dr.
City/State/Zip Fairfield, CA 94534
Phone Number/Email Address 707-366-3825 / tbuop@partnershiphp.org

County of Tehama dba Community Action Agency
Name of Custodian of Files Title/Component Honey Touvell
Company Address 310 S Main St.
City/State/Zip Red Bluff, CA, 96080
Phone Number/Email Address 530-528-5410

4. The Parties mutually agree that the following named individual(s) will be designated as “point-of-contact” for the Agreement on behalf of each Party.

Partnership HealthPlan of California
Name of Designated Individual and Title Sonja Bjork, CEO
Direct Phone Line

707-419-7931
Direct Email Address Direct Email Address sbjork@partnershiphp.org

County of Tehama dba Community Action Agency
Name of Designated Individual and Title Bekkie Emery, Director
Direct Phone Line 530-528-4078
Direct Email Address Bemery@tcdss.org

5. The Parties mutually agree that the following specified Exhibits are part of this DSA:

Exhibit C-1 – (Inbound Data)

Exhibit C-2 – (Outbound Data)

This DSA will terminate on the expiration date of the Agreement, or on the date Partnership terminates the Community Supports Master Services Agreement with County of Tehama dba Community Action Agency, or when the Parties agree the data sharing is no longer needed as part of continuing healthcare operations, as set forth in this Exhibit C.

6. The data specified in this DSA constitutes Protected Health Information (PHI), including protected health information in electronic media (ePHI), under federal law, and personal information (PI) under state law. The parties mutually agree that the creation, receipt, maintenance, transmittal, and disclosure of data from Partnership containing PHI or PI shall be subject to the provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its implementing regulations, as amended by the Health Information Technology for Economic and Clinical Health Act (“HITECH”) enacted as part of the American Recovery and Reinvestment Act of 2009, (collectively, “the HIPAA Rules”), California Confidentiality of Medical Information Act, California Health and Safety Code 1280.15, California Civil Code § 56 et. seq., and California Civil Code 1798 et. seq., 42 CFR Part 2, and the provisions of other applicable federal and state law. The User(s) specifically agree they will not use the Exhibit C data for any purpose other than that authorized in this DSA. The User(s) also specifically agree they will not use any Partnership data, by itself or in combination with any other data from any source, whether publicly available or not, to individually identify any person to anyone other than Partnership as provided in this DSA.

7. The following definitions shall apply to this DSA. The terms used in this DSA, but not otherwise defined, shall have the same meanings as those terms have in the HIPAA regulations or other applicable law. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.
 - a. Breach shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, the Final Omnibus Rule, and the California Information Practices Act.
 - b. Individually Identifiable Health Information means health information, including demographic information collected from an individual, that is created or received by a health care provider, health plan, employer, or health care clearinghouse, and 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, that identifies the individual or where there is a reasonable basis to believe the information can be used to identify the individual, as set forth under 45 CFR section 160.103.
 - c. Personal Information (PI) shall have the meaning given to such term in Civil Code section 1798.29.
 - d. Protected Health Information (PHI) means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as set forth under 45 CFR section 160.103.
 - e. Required by law, as set forth under 45 CFR section 164.103, means a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas, or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
 - f. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PI, or confidential data that is essential to the ongoing operation of the User's organization and intended for internal use; or interference with system operations in an information system.
 - g. Unsecured PHI shall have the meaning given to such term under the HITECH Act, any guidance issued pursuant to such Act including, but not limited to, 42 USC section 17932(h), the HIPAA regulations and the Final Omnibus Rule.
8. The Parties represent and warrant that, except as authorized in writing and agreed upon by both Parties, the User(s) shall not disclose, release, reveal, show, sell, rent, lease, loan, or otherwise grant access to the data covered by this DSA to any person, company, or organization. The Parties agree that, within each Party's organizations, access to the data covered by this DSA shall be limited to the minimum number of individuals

(User(s)) necessary to achieve the purpose stated in this DSA or Exhibit C-1 and Exhibit C-2 and to those individuals on a need-to-know basis only. The user(s) shall not use or further disclose the information other than is permitted by this DSA or as otherwise required by law. The user(s) shall not use the information to identify or contact any individuals.

9. The Parties agree to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or access to it. The safeguards shall provide a level and scope of security that is not less than the level and scope of security established in HIPAA and the HITECH, and the Final Omnibus Rule as set forth in 45 CFR, parts 160, 162 and 164 of the HIPAA Privacy and Security Regulations. The Parties also agree to provide 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, which sets forth guidelines for automated information systems in Federal agencies. In addition, the Parties agree to comply with the specific security controls enumerated in Exhibit D of this DSA. The Parties also agree to ensure that any agents, including a subcontractor, to whom they provide Partnership data, agree to the same requirements for privacy and security safeguards for confidential data that apply to the Parties with respect to such information.
10. The Parties acknowledge that in addition to the requirements of this DSA they must also abide by the privacy and disclosure laws and regulations under 45 CFR Parts 160 and 164 of the HIPAA regulations, section 14100.2 of the California Welfare & Institutions Code, Civil Code section 1798.3 et. seq., and the Alcohol and Drug Abuse patient records confidentiality law 42 CFR Part 2, as well as any other applicable state or federal law or regulation. 42 CFR section 2.1(b)(2)(B) allows for the disclosure of such records to qualified personnel for the purpose of conducting management or financial audits, or program evaluation. 42 CFR Section 2.53(d) provides that patient identifying information disclosed under this section may be disclosed only back to the program from which it was obtained and used only to carry out an audit or evaluation purpose or to investigate or prosecute criminal or other activities, as authorized by an appropriate court order. The Parties also agree to ensure that any agents, including a subcontractor, to whom they provide the Partnership data, agree to the same restrictions and conditions that apply to each Party with respect to such information.
11. The Parties agree to report to the other any use or disclosure of the information not provided for by this DSA of which it becomes aware, immediately upon discovery, and to take further action regarding the use or disclosure as specified in Exhibit D, Business Associate Agreement.
12. The Parties agree to train and use reasonable measures to ensure compliance with the requirements of this DSA by employees who assist in the performance of functions or activities under this DSA and use or disclose data, and to discipline such employees who intentionally violate any provisions of this DSA, including by termination of employment. In complying with the provisions of this section, the Parties shall observe the following requirements:
 - a. The Parties shall provide information privacy and security training, at least annually, at its own expense, to all its employees who assist in the performance of functions or activities under this DSA and use or disclose data; and

- b. The Parties shall require each employee who receives information privacy and security training to sign a certification, indicating the employee's name and the date on which the training was completed.
13. From time to time, Partnership may, upon prior written notice and at mutually convenient times, inspect the facilities, systems, books, and records of County of Tehama dba Community Action Agency to monitor compliance with this DSA. County of Tehama dba Community Action Agency shall promptly remedy any violation of any provision of this DSA and shall certify the same to the Partnership Privacy Officer in writing. The fact that Partnership inspects, or fails to inspect, or has the right to inspect, County of Tehama dba Community Action Agency facilities, systems and procedures does not relieve County of Tehama dba Community Action Agency of their responsibility to comply with this DSA.
14. From time to time, County of Tehama dba Community Action Agency may, upon prior written notice and at mutually convenient times, inspect the facilities, systems, books and records of Partnership to monitor compliance with this DSA. Partnership shall promptly remedy any violation of any provision of this DSA and shall certify the same to the County of Tehama dba Community Action Agency Privacy Officer in writing. The fact that County of Tehama dba Community Action Agency inspects, or fails to inspect, or has the right to inspect Partnership facilities, systems and procedures does not relieve Partnership of their responsibility to comply with this DSA.
15. The Parties acknowledge that penalties under 45 CFR, parts 160, 162, and 164 of the HIPAA regulations, and section 14100.2 of the California Welfare & Institutions Code, including possible fines and imprisonment, may apply with respect to any disclosure of information in the file(s) that is inconsistent with the terms of this DSA. The User(s) further acknowledge that criminal penalties under the Confidentiality of Medical Information Act (Civ. Code § 56) may apply if it is determined that the User(s), or any individual employed or affiliated therewith, knowingly and willfully obtained any data under false pretenses.
16. By signing this DSA, the Parties agree to abide by all provisions set out in this DSA and in Exhibit D and for protection of the data file(s) specified in this DSA, and acknowledge having received notice of potential criminal, administrative, or civil penalties for violation of the terms of the DSA. Further, the Parties agree that any material violations of the terms of this DSA or any of the laws and regulations governing the use of data may result in denial of access to data to the Party in breach of the DSA.
17. This DSA shall remain in effect both during the term of the project, and during continuing operations of the project defined in Exhibit D. If there comes a time when there is no longer a requirement for the data sharing to continue, then this DSA will terminate, and at that time all data provided by Partnership must be destroyed, in accordance with 45 CFR Parts 160 and 164 of the HIPAA regulations and a certificate of destruction sent to the Partnership representative named in Section 4, unless data has been destroyed prior to the termination date and a certificate of destruction sent to Partnership. All representations, warranties, and certifications shall survive termination.
18. Termination for Cause. Upon a Party's knowledge of a material breach or violation of this DSA by the other

Party, said Party may provide an opportunity for the breaching Party to cure the breach or end the violation and may terminate this DSA if the breaching Party does not cure the breach or end the violation within the time specified by said Party, said Party may terminate this DSA immediately if the breaching Party breaches a material term and said Party determines, in its sole discretion, that a cure is not possible or available under the circumstances. Upon termination of this DSA, the breaching Party must destroy all PHI and PI in accordance with 45 CFR Parts 160 and 164 of the HIPAA regulations. The provisions of this DSA governing the privacy and security of the PHI and PCI shall remain in effect until all PHI and PI is destroyed or returned to said Party.

19. This DSA may be signed in counterpart and all parts taken together shall constitute one agreement.

On behalf of Partnership and County of Tehama dba Community Action Agency the undersigned individual, hereby attests that he or she is authorized to enter into this DSA and agrees to all the terms specified herein.

**PARTNERSHIP HEALTHPLAN
OF CALIFORNIA**

Signed by:
By: Sonja Bjork
10A81AB5333C440...
Name: Sonja Bjork
Title: CEO
Date: 11/9/2025

**COUNTY OF TEHAMA dba COMMUNITY
ACTION AGENCY**

By: [Signature]
Name: Bekkie F. Emery
Title: Director
Date: 10/24/25

EXHIBIT C-1 – REQUEST FOR CLINICAL DATA (INBOUND)

Partnership HealthPlan of California (Partnership) Request for Clinical Data (Inbound)
Project Background and Scope

Background

Partnership HealthPlan of California coordinates the health care of its members. To do this, Partnership maintains information about its members, such as the lab results, the medications they are taking, and the treatment they are receiving. Partnership’s competencies in core health care operations include claims adjudication, utilization management, care coordination, quality improvement, cost avoidance and many more. Partnership is engaged in coordinating and managing health care and related services of its members by consulting between health care providers and in referring its members to other health services. Partnership conducts quality assessment and improvement activities to improve member health, and to reduce overall health care costs. Partnership is also involved in other health care operations activities listed under 45 CFR 164.506.

Purpose

The purpose of Partnership’s request for clinical data is to receive and store all clinical data in a central data repository so it can be used to improve quality of care, reduce cost of care, and improve efficiency and coordination of care with the help of most current summary of care records and enhanced quality of reporting and analytics.

Scope

The scope of Partnership’s request for Clinical Data includes the following list of data types as applicable to services rendered by County of Tehama dba Community Action Agency to Partnership members. County of Tehama dba Community Action Agency will send the data to Partnership in the formats and methods mutually agreed upon.

Req#	Type of Data
1	• Provider Information ○ Name ○ Address ○ Phone Number ○ Fax Number ○ NPI • Member Information ○ CIN (State Identification Number) ○ Member ID (Partnership Identification Number) ○ Member First Name ○ Member Last Name ○ Member DOB ○ Member Sex ○ Member Address ○ Member Phone Number

	○ Member Authorized Representative (if any – Name and Address) ● Member Diagnosis Information ○ Member Diagnosis Description ○ Medical Justification ○ Current ICD-CM Code
2	● Service Request Information ○ Specific Services Requested ○ Units of Service ○ NDC/UPC or Procedure Code ○ Quantity ○ Charges

EXHIBIT C-2 – REQUEST FOR PATIENT DATA (OUTBOUND)

Background and Purpose

The Patient Level Utilization Data in Medi-Cal requested from Partnership provides value to capitated PCPs in the following ways:

- Supports PCP participation in Complex Care Management programs and allows for better program planning related to infrastructure and staffing.
- Permits PCPs to target particular target populations for intervention.
- Allows PCPs to have a more complete medical record for patients which will lead to better diagnosis/coding for complexity and ultimately better care/treatment
- Enables more sophisticated program evaluation
- Promotes system level coordinated care across the health system
- All inpatient data will come from claims, no authorizations will be included since the implementation of EDIE will be coming shortly.

REQ #	Type of Data	Examples	Comments
1	Member Information	Will contain the following elements: • Member Information ○ CIN (State Identification Number) ○ Member ID # (Partnership Identification Number) ○ Member First Name ○ Member Last Name ○ Date of Birth ○ Sex ○ Member Address ○ Member Phone Number	

EXHIBIT D – BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”), effective as of August 1, 2025 (“Effective Date”) is entered into by and between PARTNERSHIP HEALTHPLAN OF CALIFORNIA (the “Plan” or “Covered Entity”) and COUNTY OF TEHAMA dba COMMUNITY ACTION AGENCY (“Business Associate”). PARTNERSHIP HEALTHPLAN OF CALIFORNIA and COUNTY OF TEHAMA dba COMMUNITY ACTION AGENCY may be referred to individually as a “Party” or collectively as “Parties.”

WHEREAS, the Parties have entered into a Community Supports Master Services Agreement effective August 1, 2025 (“Agreement”) which may require Business Associate’s use or disclosure of protected health information (“PHI”) in performance of the services described in the Agreement on behalf of the Plan.

WHEREAS, the Parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the Health Information Technology for Economic and Clinical Health (“HITECH”) Act and any regulations promulgated thereunder (collectively the “HIPAA Rules”), and other applicable State and federal laws, including but not limited to, the California Confidentiality of Medical Information Act (“CMIA”), California Health and Safety Code §1280.15, the Information Practices Act located at California Civil Code § 1798.82 et seq., Confidentiality of Alcohol and Drug Abuse Patient Records located at 42 CFR Part 2, California Welfare and Institutions Code § 5328, and California Health and Safety Code § 11845.5 as amended from time to time (collectively referred to as the “Privacy Rules”).

WHEREAS, this BAA, in conjunction with the HIPAA Rules, sets forth the terms and conditions pursuant to which PHI (in any format) that is created, received, maintained, or transmitted by, the Business Associate from or on behalf of the Plan, will be handled between the Business Associate, the Plan and with third parties during the term of the Agreement(s) and after its termination.

WHEREAS, Covered Entity has a Medi-Cal contract (“Medi-Cal Contract”) with the California Department of Health Care Services (“DHCS”), pursuant to which Covered Entity provides services or arranges, performs or assists in the performance of functions or activities on behalf of DHCS, and may create, receive, maintain, transmit, aggregate, use or disclose PHI in order to fulfill Covered Entity’s obligations under the Medi-Cal Contract. As a subcontractor of Covered Entity, Business Associate will be assisting in the performance of functions or activities on behalf of DHCS, and may create, receive, maintain, transmit, aggregate, use or disclose PHI in order to help fulfill Covered Entity’s obligations under the Medi-Cal Contract and its own obligations under the Agreement.

NOW THEREFORE, the Parties hereby agree as follows:

1. DEFINITIONS

- 1.1 The following terms used in this BAA shall have the same meaning as those terms in the HIPAA Rules: Availability, Breach, Confidentiality, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Integrity, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

2. SPECIFIC DEFINITIONS

- 2.1 “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this BAA, shall mean COUNTY OF TEHAMA dba COMMUNITY ACTION AGENCY.
- 2.2 “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this BAA, shall mean PARTNERSHIP HEALTHPLAN OF CALIFORNIA.
- 2.3 “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164 and HITECH.
- 2.4 “Services” shall mean, to the extent and only to the extent, they involve the creation, use or disclosure of PHI, the services provided by Business Associate to the Plan under the Agreement, including those set forth in this BAA, as amended by written consent of the parties from time to time.

3. RESPONSIBILITIES OF BUSINESS ASSOCIATE

Business Associate agrees to:

- 3.1 Not use or disclose PHI or other confidential information other than as permitted or required by the BAA or as required by law;
- 3.2 Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the BAA;
- 3.3 Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI that it creates, receives, maintains, or transmits on behalf of the Plan. Business Associate shall comply with the applicable standards at Subpart C of 45 CFR Part 164. Such safeguards shall be based on applicable Federal Information Processing Standards (FIPS) Publication 199 protection levels;
- 3.4 Identify the security official who is responsible for the development and implementation of the policies and procedures required by 45 CFR Part 164, Subpart C;
- 3.5 Shall, at a minimum, utilize an industry-recognized security framework when selecting and implementing its security controls, and shall maintain continuous compliance with its selected framework;
- 3.6 Apply security patches and upgrades, and keep virus software up-to-date, on all systems on which PHI and other confidential information may be used;
- 3.7 Employ FIPS 140-2 compliant encryption of PHI at rest and in motion unless Business Associate determines it is not reasonable and appropriate to do so based upon a risk assessment, and equivalent alternative measures are in place and documented as such. In addition, Business Associate shall maintain, at a minimum, the most current industry standards for transmission and storage of PHI and other confidential information;

- 3.8 Immediately report to the Plan any use or disclosure of PHI not provided for by the BAA of which it becomes aware, including, but not limited to, Breaches or suspected Breaches of unsecured PHI under 45 CFR 164.410, and any Security Incident or suspected Security Incidents of PHI or confidential information which it becomes aware. Business Associate shall report the improper or unauthorized use or disclosure of PHI or potential loss of confidential information within 24 hours to the Plan. Business Associate shall immediately investigate any suspected Security Incident or Breach. Business Associate shall provide Covered Entity with all requested information so Covered Entity may comply with its reporting obligations to DHCS per the Medi-Cal Contract and all required Breach notifications. Business Associate shall mitigate, to the extent practicable, any harmful effects that is known to Business Associate of such Breach or Security Incident of PHI or other confidential information in violation of this BAA. Business Associate shall indemnify Covered Entity against any losses, damages, expenses or other liabilities including reasonable attorney's fees incurred as a result of Business Associate's or its agent's or Subcontractor's unauthorized use or disclosure of PHI including, but not limited to, the costs of notifying individuals affected by a Breach;
- 3.9 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors, agents, vendors, or others that create, receive, maintain, or transmit PHI and/or confidential information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;
- 3.10 Make available PHI in a designated record set to the Plan as necessary to satisfy the Plan's obligations under 45 CFR 164.524;
- 3.11 Make any amendment(s) to PHI in a designated record set as directed or agreed to by the Plan pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy the Plan's obligations under 45 CFR 164.526;
- 3.12 Forward any requests from a Plan member for access to records maintained in accordance with the BAA as soon as they are received. The Plan will maintain responsibility for making determinations regarding access to records;
- 3.13 Direct any requests for an amendment from an individual as soon as they are received to the Plan. The Business Associate will incorporate any amendments from the Plan immediately upon direction from the covered entity;
- 3.14 Maintain and make available the information required to provide an accounting of disclosures to the Plan as necessary to satisfy the Plan's obligations under 45 CFR 164.528;
- 3.15 Forward any requests from a Plan member for an accounting of disclosures maintained in accordance with the BAA as soon as they are received. The Plan will maintain responsibility for making determinations regarding the provision of an accounting of disclosures;
- 3.16 To the extent the Business Associate is to carry out one or more of the Plan's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s);

- 3.17 Make its internal practices, books, and records available to Covered Entity, the Secretary, and DHCS upon reasonable request for purposes of determining compliance with the HIPAA Rules. Make its facilities and systems available to DHCS to monitor compliance with the Medi-Cal Contract;
- 3.18 Ensure that all members of its Workforce with access to PHI and/or other confidential information sign a confidentiality statement prior to access to such data. The confidentiality statement must be renewed annually;
- 3.19 Agree to comply with DHCS's monitoring provisions contained in the Medi-Cal Contract;
- 3.20 Agree to comply with the more protective of the privacy and security standards defined herein as Privacy Rules. Therefore, to the extent other applicable state laws or federal laws provide a greater degree of protection and security than HIPAA or are more favorable to the individuals whose information is concerned, Business Associate shall comply with the more protective applicable privacy and security standards. Business Associate shall treat any violation of the more protective standards as a Breach or Security Incident pursuant to Section 3.8 herein;
- 3.21 If applicable, in the event Business Associate received data from Covered Entity that was verified by or provided by Social Security Administration ("SSA") and is subject to an agreement between DHCS and SSA, upon request, Business Associate shall provide Covered Entity with a list of all employees and agents who have access to such data, including employees and agents of its agents, so that Covered Entity can submit this list to DHCS. Business Associate shall notify Covered Entity immediately upon the discovery of a suspected breach or security incident that involves SSA data;
- 3.22 Shall promptly report to Covered Entity if Business Associate is the subject of any audit, compliance review, investigation, or any proceeding that is related to the performance of its obligations pursuant to the Agreement, so Covered Entity can report this information to DHCS per the Medi-Cal Contract;
- 3.23 Shall promptly report to Covered Entity if Business Associate is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, Business Associate shall report this to Covered Entity unless it is legally prohibited from doing so. Covered Entity is then required to report this information to DHCS per the Medi-Cal Contract; and
- 3.24 Shall make itself, and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under the Agreement, available to Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings commenced against DHCS or Covered Entity, or their directors, officers or employees.

4. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- 4.1 Business Associate may only use or disclose PHI, inclusive of de-identified data derived from such PHI, as necessary to perform the functions, activities, Services set forth in the Agreement, provided that such use and disclosure would not violate HIPAA or other applicable laws if done by Covered Entity.

- 4.2 Business Associate must obtain approval from the Plan before providing any de-identified information in accordance with 45 CFR 164.514(a)-(c). Business Associate, if approved, will obtain instructions for the manner in which the de-identified information will be provided.
- 4.3 Business Associate may use or disclose PHI as required by law.
- 4.4 Business Associate agrees to make uses, disclosures, and requests for PHI consistent with the Plan's minimum necessary policies and procedures.
- 4.5 Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by the Plan except for the specific uses and disclosures set forth below.
- 4.6 Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- 4.7 Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI and other confidential information.

5. PROVISIONS FOR COVERED ENTITY TO INFORM BUSINESS ASSOCIATE OF PRIVACY PRACTICES AND RESTRICTIONS

- 5.1 The Plan shall notify Business Associate of any limitations in the notice of privacy practices under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- 5.2 The Plan shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- 5.3 The Plan shall notify Business Associate of any restriction on the use or disclosure of PHI that the Plan has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

6. PERMISSIBLE REQUESTS BY COVERED ENTITY

- 6.1 The Plan shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by covered entity.

7. TERM AND TERMINATION

- 7.1 Term. The Term of this BAA shall be effective as of August 1, 2025 and shall terminate on the expiration date of the Agreement or on the date the Plan terminates for cause as authorized in Paragraph 7.2 below, whichever is sooner.
- 7.2 Termination for Cause. Business Associate authorizes termination of this BAA by the Plan, if the Plan determines, in its sole discretion, that Business Associate has violated a material term of this BAA and either:
 - 7.2.1 The Plan provides Business Associate an opportunity to cure the Breach or end the violation within a time specified and Business Associate does not cure the Breach or end the violation within the time specified by the Plan; or
 - 7.2.2 The Plan immediately terminates this BAA upon notice if the Plan determines, in its sole discretion, that a cure is not possible.
- 7.3 Obligations of Business Associate Upon Termination. Upon termination of this BAA for any reason, Business Associate, with respect to PHI received from the Plan, or created, maintained, or received by Business Associate on behalf of the Plan, shall:
 - 7.3.1 Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - 7.3.2 Return to covered entity or, if agreed to by covered entity, destroy the remaining PHI that the Business Associate still maintains in any form. If return or destruction is not feasible, Business Associate shall notify Covered Entity. Covered Entity is then required to notify DHCS and DHCS may require additional terms and conditions under which Business Associate may retain the PHI and Business Associate shall agree to such terms;
 - 7.3.3 Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;
 - 7.3.4 Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at section 4 of this BAA which applied prior to termination; and
 - 7.3.5 Return to covered entity or, if agreed to by covered entity, destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- 7.4 Survival. The obligations of Business Associate under this Section shall survive the termination of this BAA.

8. MISCELLANEOUS

- 8.1 No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of Parties, any rights, remedies, obligations or liabilities whatsoever.
- 8.2 Regulatory References. A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended.
- 8.3 Amendment. The Parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law. Any provision of this BAA which is in conflict with current or future applicable Federal or State laws is hereby amended to conform to the provisions of those laws. Such amendment of this BAA shall be effective on the effective date of the laws necessitating it, and shall be binding on the Parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the Parties.
- 8.4 Interpretation. Any ambiguity in this BAA shall be interpreted to permit compliance with the HIPAA Rules.
- 8.5 Counterparts; Facsimile Signatures. This BAA may be executed in any number of counterparts, each of which will be deemed an original and all of which together will constitute one and the same document. This BAA may be executed and delivered by facsimile or in PDF format via email, and any such signatures will have the same legal effect as manual signatures. If a Party delivers its executed copy of this BAA by facsimile signature or email, such party will promptly execute and deliver to the other party a manually signed original if requested by the other party.

Acknowledged and agreed:

**PARTNERSHIP HEALTHPLAN
OF CALIFORNIA**

Signed by:
By: Sonja Bjork
10A61AB5333C440...
Name: Sonja Bjork
Title: CEO
Date: 11/9/2025

**COUNTY OF TEHAMA dba COMMUNITY
ACTION AGENCY**

By: 
Name: Bekkie F. Emery
Title: Director
Date: 10/24/25

EXHIBIT E – DHCS REGULATORY REQUIREMENTS

This Exhibit sets forth the applicable requirements that are mandated by the DHCS Medi-Cal Contract with PARTNERSHIP (“DHCS Contract”). State and Federal laws and regulations, and applicable All Plan Letters. Any citations in this Exhibit are to the applicable sections of the DHCS Contract, or applicable law. This Exhibit will automatically be modified to conform to subsequent changes in law or government program requirements. In the event of a conflict between this Exhibit and any other provision of the Agreement, this Exhibit will control with respect to Medi-Cal. Any capitalized term utilized in this Exhibit will have the same meaning ascribed to it in the Agreement unless otherwise set forth in this Exhibit. If a capitalized term used in this Exhibit is not defined in the Agreement or this Exhibit, it will have the same meaning ascribed to it in the DHCS Contract.

1. The parties acknowledge and agree that this Agreement specifies Partnership’s obligations and functions undertaken by Provider. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.1.)

2. The parties acknowledge and agree that the term of the Agreement, including the beginning and end dates as well as methods of extension, renegotiation, phaseout, and termination, are included in this Agreement. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.2.)

3. The parties acknowledge and agree that this Agreement contains full disclosure of the method and amount of compensation or other consideration to be received by Provider from Partnership. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.3.)

4. The parties acknowledge that this Agreement and any amendments thereof shall become effective only upon approval by DHCS. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.2.B and Section 3.1.6.B.4.)

5. Provider agrees that assignment or delegation of this Agreement and any related subcontract will be void unless prior written approval is obtained from DHCS. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.5)–6.)

6. This Agreement will be governed by and construed in accordance with all applicable laws and regulations governing the DHCS Contract, including, but not limited to, 42 CFR section 438.230, the Knox-Keene Health Care Services Plan Act of 1975 as codified in Health and Safety Code Section 1340 *et seq.* (unless expressly excluded under the DHCS Contract); 28 CCR Section 1300.43 *et seq.*; W&I Code Sections 14000 *et seq.*; 22 CCR Sections 53800 *et seq.*; and 22 CCR Sections 53900 *et seq.* (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.7.)

7. Provider shall comply with all applicable requirements of the DHCS Medi-Cal Managed Care Program pertaining to the obligations and functions undertaken by Provider, including, but not limited to, all applicable Medicaid and Medi-Cal laws, regulations, sub-regulatory guidance, All Plan Letters, and the provisions of the DHCS Contract. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.8.)

8. If applicable, Provider shall submit to Partnership, either directly or through an Partnership subcontractor, as applicable, complete, accurate, reasonable, and timely reports and data as needed by Partnership, in order for Partnership to meet its reporting requirements to DHCS. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.10); DHCS APL 23-006.)

9. Provider will comply with all monitoring provisions in the DHCS Contract and any monitoring requests by DHCS. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.11).)

10. Provider shall maintain and make available to DHCS, upon request, copies of all contracts it enters related to the performance of the obligations and functions it undertakes pursuant to the Agreement, and to ensure that such contracts are in writing. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.12).)

11. Provider shall make all of its premises, facilities, equipment, books, records, contracts, computer, and other electronic systems pertaining to the obligations and functions undertaken pursuant to the Agreement, available for the purpose of an audit, inspection, evaluation, examination, or copying pursuant to the Access Requirements and State's Right to Monitor, as set forth in DHCS Contract, Exhibit E, Section 1.22 (*Inspection and Audit of Records and Facilities*), as follows: (a) In accordance with inspections and audits, as directed by DHCS, CMS, U.S. Department of Health and Human Services (DHHS) Inspector General, the Comptroller General, Department of Justice (DOJ), Department of Managed Health Care (DMHC), or their designees; and (b) At all reasonable times at Provider's place of business or at such other mutually agreeable location in California. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.13).)

12. Provider shall maintain all of its books and records, including Encounter Data, as applicable, 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 DHCS Contract period or from the date of completion of any audit, whichever is later. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.14).)

13. Provider shall timely gather, preserve and provide to DHCS, CMS, Attorney General's Division of Medi-Cal Fraud and Elder Abuse (DMFEA), and any authorized State or federal regulatory agencies, any records in Provider's possession, in accordance with the DHCS Contract, Exhibit E, Section 1.27 (*Litigation Support*). (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.15).)

14. To the extent applicable, Provider and its subcontractors must assist Partnership in the transfer of the Member's care as needed, and in accordance with the DHCS Contract, Exhibit E, Section 1.17 (*Phaseout Requirements*), in the event of termination of this Agreement, or the Medi-Cal Contract termination for any reason. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.16).)

15. Provider shall notify DHCS in the event this Agreement is amended or terminated for any reason. Notice is considered given when properly sent via the United States Postal Service as first-

class registered mail to the address listed below, or when sent via email to DHCS at the email address designated by DHCS. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.17).)

Department of Health Care Services
Managed Care Operations Division
MS 4407
P.O. Box 997413
Sacramento, CA 95899-7413
Attention: DHCS Contract Manager

16. Provider must hold harmless both the State and Members in the event Partnership, or another Partnership subcontractor if applicable, cannot or will not pay for obligations and functions undertaken pursuant to this Agreement. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.18).)

17. Provider and its subcontractors must participate and cooperate in Partnership's Quality Improvement System as applicable. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.19).)

18. If Provider and its subcontractors takes on Quality Improvement activities, the Agreement and/or the relevant subcontracts must include those provisions stipulated in DHCS Contract, Exhibit A, Attachment III, Subsection 2.2.5 (*Subcontractor and Downstream Subcontractor QI Activities*). (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.20).)

19. To the extent Provider undertakes coordination of care obligations and functions for Members, Partnership shall share with Provider any utilization data that DHCS has provided to Partnership and Provider agrees to receive the utilization data and use it solely for the purpose of Member care coordination. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.21).)

20. Partnership must inform Provider of prospective requirements added by State or federal law or DHCS related to the DHCS Contract that impact obligations and functions undertaken through the Agreement before the requirement would be effective, and Provider must comply with the new requirements within 30 calendar days of the effective date, unless otherwise instructed by DHCS. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.22).)

21. Provider must inform its subcontractors taking on delegated Partnership functions of prospective requirements added by State or federal law or DHCS related to the DHCS Contract that impact obligations and functions undertaken through the subcontract before the requirement would be effective, and the subcontractors must comply with the new requirements within 30 calendar days of the effective date, unless otherwise instructed by DHCS. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.23).)

22. To the extent applicable, Provider must ensure that cultural competency, sensitivity, Health Equity, and diversity training is provided for Provider's staff at key points of contact with Members. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.24).)

23. To the extent that Provider communicates with Members, Provider must provide interpreter services for Members and comply with language assistance standards developed pursuant to Health and Safety Code section 1367.04. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.25).)

24. Provider will notify Partnership within ten (10) working days of any suspected fraud, waste, or abuse. Provider agrees that Partnership may share such information with DHCS in accordance with DHCS Contract, Exhibit A, Attachment III, Section 1.3.2.D (*Contractor's Reporting Obligations*) and Section 1.3.2.D.6) (*Confidentiality*). (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.26).)

25. Provider shall (i) report to Partnership, or to an Partnership subcontractor as applicable, when Provider has received an overpayment, (ii) return the overpayment to Partnership within sixty (60) calendar days after the date on which the overpayment was identified, and (iii) notify Partnership in writing of the reason for the overpayment. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.27).)

26. Provider must perform the obligations and functions undertaken pursuant to this Agreement, including, but not limited to, reporting responsibilities, in compliance with Partnership's obligations under the DHCS Contract in accordance with 42 CFR section 438.230(c)(1)(ii). (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.28).)

27. Provider agrees and acknowledges that DHCS is a direct beneficiary of the Agreement with respect to all obligations and functions undertaken pursuant to this Agreement and that DHCS may directly enforce any and all provisions of the Agreement. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.29).)

28. Provider agrees to provide Partnership with written disclosures on ownership and control as required under 42 CFR 455.104 and 22 CCR 51000.35, prior to commencing services under this Agreement. This Agreement and all information received from Provider in accordance with the subcontract requirements under the DHCS Contract shall become public record on file with DHCS, except as specifically exempted in statute. The names of the officers and owners of Provider, stockholders owning more than 5 percent of the stock issued by Provider, and major creditors holding more than 5 percent of the debt of Provider will be attached to the Agreement at the time the Agreement is presented to DHCS. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.12; DHCS APL 23-006.)

29. Provider, and Provider's employees, officers, and directors, shall comply with the conflict of interest requirements set forth in Exhibit H of the DHCS Contract. (DHCS Contract, Exhibit

H, Section A.)

30. Provider agrees that in the event Provider delegates its duties under this Agreement to a third party, the third party will be a Downstream Subcontractor. Provider must enter into a written agreement with the Downstream Subcontractor and ensure the written agreement contains the provisions set forth in this Exhibit and all other requirements under the Agreement and the DHCS Contract that are applicable to the specific obligations and functions that Provider delegates to the Downstream Subcontractor. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.)

31. Provider agrees to all remedies specified by the Agreement and the DHCS Contract, including, but not limited to, revocation of delegated functions, imposition of corrective actions, and imposition of financial sanctions, in instances where DHCS or Partnership determine Provider has not performed satisfactorily. Provider acknowledges that Partnership must, upon discovery of Provider's noncompliance with the terms of the Agreement or any Medi-Cal requirements, report any significant instances (i.e., in terms of gravity, scope and/or frequency) of noncompliance, imposition of corrective actions, or financial sanctions pertaining to the obligations under the DHCS Contract to DHCS within three Working Days of the discovery or imposition. (DHCS APL 23-006.)

EXHIBIT F – MEDI-CAL DISCLOSURE FORM

(Medi-Cal Contract Exhibit A, Attachment 1,2.B; Medi-Cal Contract, Exhibit A, Attachment 6, 13.E.; 42 CFR 455.104)

The undersigned hereby certifies that the following information regarding Entity is true and correct as of the date set forth below:

I. Form of Business: (Please state whether a Corporation, LLC, Partnership, Sole Proprietorship, etc.)

II. If a Sole Proprietorship, LLC, Partnership, (or any form of business other than a Corporation):

List name(s) of the Owner(s), Member(s), or Partner(s), etc. of Entity. (If more than one person listed, indicate who owns more than five percent 5%):

County of Tehama

III. If a Corporation:

a. List all shareholders owning more than five percent (5%) of stock:

b. List all members of the Board of Directors (BOD):

IV. If a Corporation or LLC:

Name the following designated corporate or LLC Officers:

Company Officers	
President:	
Secretary:	
Treasurer:	
Other: (Indicate Officer Title)	

V. List major creditors holding more than five percent (5%) of Entity debt:

VI. Is Entity, or a co-owner, partner, stockholder, or director of officer of Entity, either directly or indirectly related to, or affiliated with Medi-Cal Health Plan? If so, explain:

**COUNTY OF TEHAMA dba COMMUNITY ACTION
AGENCY**

By: _____

Name: Bekkie F. Emery

Title: Director

Date: 12/24/25



Partnership HealthPlan of California

ECM & CS Invoice Enrollment & Payer Agreement

EDI PAYER AGREEMENT

ECM & CS Invoice Billing

The **Enhanced Care Management (ECM) & Community Supports (CS) Invoice Enrollment & Payer Agreement Document** should be completed and signed by the Trading Partner and the Billing Provider. The Trading Partner is the party that submits electronic claims directly to Partnership HealthPlan of California (PHC). The Trading Partner and the Billing Provider representatives that sign the **ECM & CS Invoice Enrollment & Payer Agreement Document** indicate that the Trading Partner is authorized to submit claim transactions in Excel format on behalf of the Billing Provider.

Partnership HealthPlan of CA accepts ECM & CS Invoice files in the Excel file format provided by PHC.

The completed **ECM & CS Invoice Enrollment & Payer Agreement Document** should be
faxed to 707-863-4390 or
emailed to: **EDI-Enrollment-Testing@partnershiphp.org**

After the completed **ECM & CS Invoice Enrollment & Payer Agreement Document** is received, our EDI Team will process it and email the Trading Partner regarding enrollment completion or testing requirements. New Trading Partners will be provided with connection details for EDI ECM & CS Billing Invoice file transmissions.

Trading Partners should not submit ECM & CS Invoice until they receive confirmation from PHC that enrollment is complete and that the Billing Provider's NPI number has been set up for electronic claims submission.



Partnership HealthPlan of California

ECM & CS Invoice Enrollment & Payer Agreement

EDI PAYER AGREEMENT

ECM & CS Invoice Billing

This Electronic Data Interchange (EDI) Payer Service Agreement (the “**Agreement**”) is entered into by and between Partnership HealthPlan of California, a California corporation, with a principal place of business at 4665 Business Center Drive, Fairfield, California 94534 (hereinafter, “**PHC**”), and Tehama County Community Action Agency (hereinafter, “**Trading Partner**”). The purpose of this Agreement is to memorialize in writing, the existing connection PHC has with the Trading Partner to submit and receive EDI transactions on behalf of the Provider named in this agreement. In accordance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996, PHC must have Business Associate Agreements in place to assure compliance with the rules and regulations dictated by it.

TRADING PARTNER'S (SUBMITTER) INFORMATION

Trading Partner's Full Legal Name:
Tehama County Community Action Agency

Trading Partner's Principal Business Address:
310 S Main St, Red Bluff, CA 96080

Trading Partner's Mailing Address (if different from principal business address above):
P.O. Box 8263, Red Bluff, CA 96080

Trading Partner's Tax ID #: 94-6000543

Trading Partner's State of Incorporation: CA

Trading Partner's Contact Person:
Honey Touvell

Trading Partner's Telephone Number:
530-528-4111

Trading Partner's E-Mail Address:
HTouvell@tcdss.org

Trading Partner's Fax Number:
530-527-5410

BILLING PROVIDER'S INFORMATION

Billing Provider's Name:
Tehama County Community Action Agency

Billing Provider's Pay-To NPI Number:
1740085067

Billing Provider's Contact Person:
Honey Touvell

Billing Provider's Email Address:
HTouvell@tcdss.org

Billing Provider's Telephone Number:
530-528-4111

Billing Provider's Fax Number:
530-527-5410

Billing Provider's Physical Address:
310 S Main St, Red Bluff, CA 96080



Partnership HealthPlan of California
ECM & CS Invoice Enrollment & Payer Agreement

TRANSMISSION/FORMAT INFORMATION
ECM & CS Invoice

Trading Partner plans to transmit the following transactions to PHC.

☒ **Excel ECM & CS Invoice Template**

BILLING PROVIDER AND TRADING PARTNER (SUBMITTER) CONFIRMATION

The representative that signs this document on behalf of the Billing Provider and Trading Partner indicates that they are authorized to submit and receive claim transactions on behalf of the Provider named in this agreement.

On behalf of **Billing Provider**
Tehama County Community Action Agency

Signature of authorized representative

Printed Name
Bekkie F. Emery

Title
Director

Date
Oct. 21, 2025

On behalf of **Trading Partner**
Tehama County Community Action Agency

Signature of authorized representative

Printed Name
Bekkie F. Emery

Title
Director

Date

Please return this form to our EDI Team by faxing or emailing a copy to:

E-Mail: EDI-Enrollment-Testing@partnershiphp.org

Fax: 707-863-4390

To inquire about this form, please call 707-863-4527

E-Contract Review
Approval as to Form

Department Name: Tehama Community Action Agency

Vendor Name: Partnership HealthPlan of California

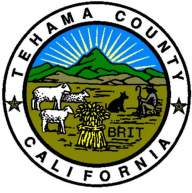
Contract Description: For the purpose of providing community support services

APPROVED AS TO FORM:



Date: 10/15/2025

Office of the Tehama County Counsel
Margaret Long, County Counsel



Tehama County

Agenda Request Form

File #: 25-2003

Agenda Date: 11/25/2025

Agenda #: 15.

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 extending the sunset date for one (1.00 FTE) Animal Services Coordinator (Limited Term) from 12/31/25 to 6/30/26, effective 11/25/25

Financial Impact:

The requested action results in a financial impact of approximately \$31,616. 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 is requesting to extend the current limited-term Animal Services Coordinator allocation through the end of the fiscal year, beyond its current sunset date of 12/31/25. This role is critical to operations, as it covers the front half of the week and serves as the sole client services staff member on Sundays, Mondays, and alternating Tuesdays. Responsibilities include volunteer onboarding and training, coordination of special events during the front half of the week, processing adoptions, returns to owners, rescue transfers, and issuing dog licenses to the public. To maintain these essential services, Animal Services seeks to extend the position's sunset date to 6/30/26.

The Joint Council Bargaining Unit has been notified of the requested 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		EFFECTIVE DATE
	From	To	
<u>DIVISION OF ANIMAL SERVICES (2078)</u>			
Animal Services Coordinator (Limited Term)	12/31/25	6/30/26	11/25/25

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: cmclintock@tehama.gov
Ph: (530) 527-3439

September 30, 2025

Coral Ferrin
Personnel Director, Tehama County
727 Oak Street
Red Bluff, CA 96080

Dear Coral,

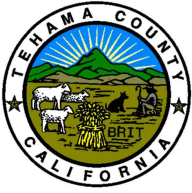
This is a request to address the Board of Supervisors to amend the Position Allocation List, as follows:

- 1.0 Animal Services Coordinator position- Limited Term, will be maintained on the Position Allocation List through June 30, 2026, thus changing the Position Allocation List.

Animal Services Position Allocation FY 2023-24	
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
Animal Services Office Assistant	1.0
Animal Care Specialist	1.0
Animal Care Attendants	3.0
TOTAL	8.0

This memo contains the justification for the retention of one sunset employee, and the budgetary implications. 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. This 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.

Budgetary implications: This request, if granted, would increase the Department's Salary and Wages accounts (51010-51015) by approximately \$31,616. 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.



Tehama County

Agenda Request Form

File #: 25-1996

Agenda Date: 11/25/2025

Agenda #: 16.

PUBLIC WORKS - Interim-Director Tom Provine and Deputy Director Jessica Riske-Gomez

Requested Action(s)

a) INFORMATIONAL PRESENTATION - Project update and status report for Phase I of the Hazard Tree Debris Removal project closeout and Phase II initiation

b) AGREEMENT - Request approval and authorization for the Interim Director of Public Works to sign the Amendment No. 1 to the Agreement with Resource Conservation District (RCD) of Tehama County, extending the agreement's term from December 31, 2025, to June 30, 2026, to accommodate changes in project approach and timeline for woody debris removal associated with the Park Fire

Financial Impact:

No additional funds added to agreement.

Background Information:

Project Update (as of Bidder's Meeting held on November 12, 2025):

- The mandatory bidder's meeting for subcontracted removal was successfully held, and final contracting is underway.
- Site assessments and load mapping are complete for all priority corridors.
- The project remains within budget and is on track for completion within the amended timeframe.
 - Delays were experienced in project preparation for Phase II but are now back on track.
- Tehama County has received full reimbursement of the 75% Cal Fire cost share for Phase I activities and have been placed in the Disaster Relief Reserve Fund.
- As of this date, the project is now in full compliance with the County's adopted Hazard Mitigation Plan, strengthening eligibility for additional state and federal cost-share.
- The County has submitted a formal cost-share waiver request to the State of California, and we are hopeful that additional contributions beyond the standard 75% will be awarded. More information will be provided as it becomes available.

Action Item Request:

In response to the 2024 Park Fire, the County of Tehama entered into a second agreement with the Resource Conservation District of Tehama County (RCDTC) to manage and dispose of woody material left within County rights-of-way following the initial emergency hazard tree felling operations. That agreement was approved on June 24, 2025, with a not-to-exceed amount of \$840,000.00 and a termination date of December 31, 2025

Since that time, the RCDTC has worked in coordination with Public Works staff to implement the scope of work, which included subcontracting for tree and wood removal, field inventory, prevailing

wage compliance, and environmental oversight by a Registered Professional Forester

However, during implementation, several factors required modification to the original approach:

- Adjustment in processing methods: Originally anticipated biomass haul-out was supplemented with additional chipping and staging to adapt to site-specific access issues, disposal costs, and market fluctuations.
- Field conditions and permitting coordination: Unanticipated issues in landowner coordination, road access constraints, and verification of right-of-way boundaries caused delays in staging and hauling operations.
- Weather and seasonal restrictions: Wet conditions and red flag warnings restricted safe heavy equipment access during several critical windows in fall and winter 2025.
- Ongoing mapping and compliance activities: Additional time was required to finalize monitoring, documentation, and mapping activities needed for reimbursement and auditing.

As a result, Amendment No. 1 to the agreement was prepared to formally extend the term through June 30, 2026, allowing the RCDTC to complete the full scope of work in a safe, environmentally compliant, and cost-effective manner

No increase to the contract amount is requested at this time. All other terms and conditions of the original agreement remain in full force and effect.

**AMENDMENT NO. 1
TO THE SECOND INTERAGENCY AGREEMENT BETWEEN THE COUNTY OF
TEHAMA AND THE RESOURCE CONSERVATION DISTRICT OF TEHAMACOUNTY
FOR THE PERFORMANCE OF EMERGENCY SUPPORT SERVICES ASSOCIATE
WITH THE PARK INCIDENT OF 2024**

The Agreement approved on June 24, 2025, between the County of Tehama “COUNTY” and the Resource Conservation District of Tehama County “DISTRICT” for the purpose of burned area mitigation efforts related to and attributed to the Park Incident of 2024 in order to clear debris and roadways for the purpose of public safety and emergency responses in the burned areas is hereby amended as follows:

5. TERM OF AGREEMENT

This agreement shall commence on the date of signing and shall terminate **June 30, 2026** unless terminated in accordance with section 6 below.

In sum:

Original Agreement terminated: December 31, 2025

Amendment No. 1 shall now terminate: June 30, 2026

All other terms of the original Agreement approved on June 24, 2025, shall remain in full force and effect.

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

COUNTY OF TEHAMA

Date: _____

Tom Provine, Interim Director of Public Works

**TEHAMA COUNTY RESOURCE
CONSERVATION DISTRICT**

Date: _____

Jon Barrett, District Manager

E-Contract Review
Approval as to Form

Department Name: Tehama County Public Works

Contractor Name: Resource Conservation District of Tehama County

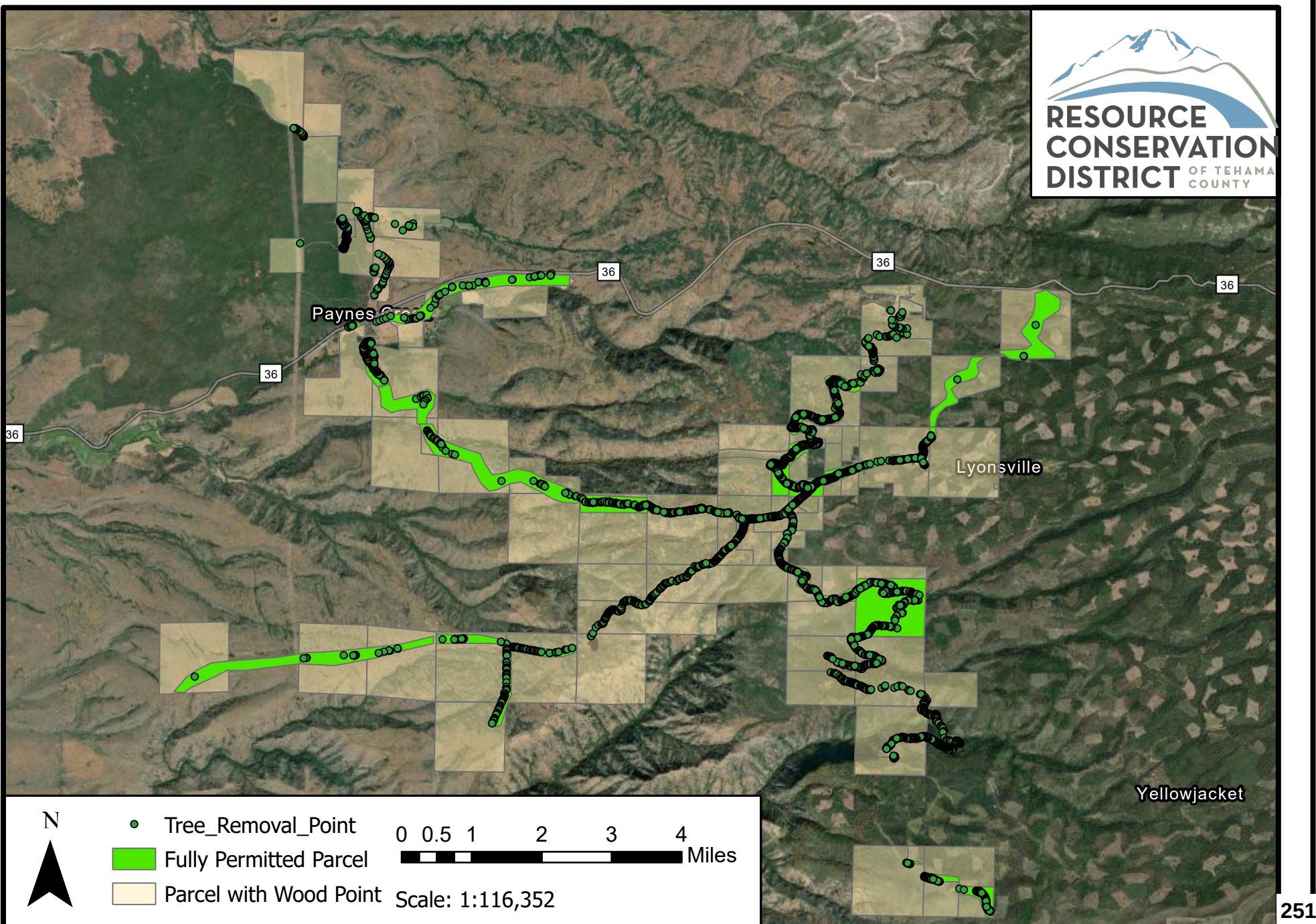
Contract Description: Amendment No. 1 to Second Interagency Agreement for Performance of
Emergency Support Services Associated with the Park Incident of 2024

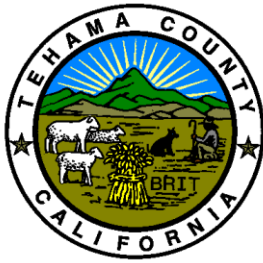
APPROVED AS TO FORM:


Office of the Tehama County Counsel
Brittany T. Ziegler, Deputy County Counsel

Date: 11/07/2025

Post Park Wood Management Project





**COUNTY OF TEHAMA
DEPARTMENT OF PUBLIC WORKS**

9380 San Benito Avenue
Gerber, CA 96035-9701
(530) 385-1462
(530) 385-1189 Fax

Road Commissioner
Surveyor
Engineer
Public Transit
Flood Control & Water
Conservation District
Sanitation District No. 1

July 8, 2025

Mr. Jon Barrett
District Manager
Resource Conservation District of Tehama County
206 Walnut St, Red Bluff, CA 96080

Subject: Authorization to Proceed

Dear Mr. Barrett,

This letter serves as formal Authorization to Proceed with the work described under the agreement between Tehama County and the Resource Conservation District (RCD) for Phase II Emergency Support Services and Wood Management Activities following the 2024 Park Fire.

Per Board approval on June 24, 2025, you are authorized to begin work effective immediately upon approval of the agreement. This authorization includes, but is not limited to:

- Support services related to hazard tree removal and wood management in fire-impacted areas;
- Coordination with County staff and contractors on site access, processing, and material disposition;
- Compliance with all applicable environmental, safety, and public contracting standards;
- Timely invoicing and reporting as outlined in the agreement.

The not-to-exceed contract amount for this phase is \$840,000.00, and funding has been allocated.

If there are any questions regarding the scope, invoicing procedures, or coordination needs, please contact Jessica Riske-Gomez, Deputy Director, at 530-602-8282 or jriskegomez@tehamartpa.org.

Thank you for your continued collaboration and support of Tehama County's recovery and resilience efforts.

Sincerely,

Deputy Director
Tehama County Department of Public Works-Transportation
(530) 602-8282
jriskegomez@tehamarta.org

**SECOND INTERAGENCY AGREEMENT BETWEEN THE COUNTY OF
TEHAMA AND THE RESOURCE CONSERVATION DISTRICT OF TEHAMA
COUNTY FOR THE PERFORMANCE OF EMERGENCY SUPPORT SERVICES
ASSOCIATE WITH THE PARK INCIDENT OF 2024**

1. RESPONSIBILITIES OF RESOURCE CONSRVATION DISRICT

This Agreement is entered into between the County of Tehama "COUNTY" and the Resource Conservation District of Tehama County "DISTRICT" for the purpose of burned area mitigation efforts related to and attributed to the Park Incident of 2024 in order to clear debris and roadways for the purpose of public safety and emergency responses in the burned areas. This work is intended to address and mitigate Tehama County's transportation infrastructure damages.

2. RESPONSIBILITIES OF THE COUNTY OF TEHAMA

THE COUNTY shall compensate THE DISTRICT for said services pursuant to Section 3 and 4 of this agreement. COUNTY may also provide the necessary access, permits, and assistance required to fulfill the obligations under this agreement.

3. COMPENSATION

DISTRICT shall be paid in accordance with the rates set forth in the Fee Schedule, attached hereto as Exhibit C for performing the Scope of Services described in this Agreement. The rates set forth in the Fee Schedule are inclusive of all other expenses. Reimbursement for actual travel expenses will not exceed the currently authorized rates and per diem for COUNTY employees. The Maximum Compensation (including expense reimbursement) payable under this Agreement shall not exceed **\$840,000.00**. DISTRICT shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. DISTRICT shall have no claim against COUNTY for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by DISTRICT after the expiration or other termination of this Agreement. DISTRICT shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and DISTRICT agrees that COUNTY has no obligation, whatsoever, to compensate or reimburse DISTRICT for any expenses, direct or indirect costs, expenditures, or charges of any nature by DISTRICT that exceed the Maximum Compensation amount set forth above. Should DISTRICT 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, DISTRICT shall submit to COUNTY an itemized invoice for all services rendered, as well as expense reimbursement requested, during the preceding calendar month. COUNTY shall make payment of all undisputed amounts within 30 days of

receipt of DISTRICT'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 the date of signing and shall terminate **December 31, 2025** unless terminated in accordance with section 6 below.

6. **TERMINATION OF AGREEMENT**

If DISTRICT fails to perform his/her duties to the satisfaction of the COUNTY, or if DISTRICT fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if DISTRICT 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 DISTRICT. Either party may terminate this agreement on 30 days' written notice. COUNTY shall pay DISTRICT for all work satisfactorily completed as of the date of notice. COUNTY may terminate this agreement immediately upon written notice should funding cease or be materially decreased or should the COUNTY Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The COUNTY's right to terminate this agreement may be exercised by the Director of Public Works.

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. DISTRICT 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. DISTRICT specifically acknowledges that in entering into and executing this agreement, DISTRICT relies solely upon the provisions contained in this agreement and no other written representation.

8. **NONASSIGNMENT OF AGREEMENT**

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

9. **EMPLOYMENT STATUS**

DISTRICT shall, during the entire term of this agreement, be construed to be an independent DISTRICT 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 DISTRICT performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by DISTRICT 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. DISTRICT 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 DISTRICT, if DISTRICT were a COUNTY employee. COUNTY shall not be liable for deductions for any amount for any purpose from DISTRICT's compensation. DISTRICT shall not be eligible for coverage under COUNTY's Workers Compensation Insurance Plan nor shall DISTRICT be eligible for any other COUNTY benefit.

10. INDEMNIFICATION

DISTRICT 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 DISTRICT's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. DISTRICT shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. DISTRICT 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 DISTRICT's "independent DISTRICT" 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

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

12. PREVAILING WAGE

DISTRICT 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, DISTRICT 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. DISTRICT 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 DISTRICT or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, DISTRICT specifically acknowledges that COUNTY has not affirmatively represented to DISTRICT 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, DISTRICT hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

DISTRICT acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no DISTRICT or subcontractors 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)).

DISTRICT acknowledges that no DISTRICT or subcontractors 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

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

13. NON-DISCRIMINATION

DISTRICT 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 DISTRICT 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 Public Works
9380 San Benito
Gerber, CA 96035

If to DISTRICT: Resource Conservation District of Tehama County
P.O. Box 1232
Red Bluff, CA 96080

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

19. NON-EXCLUSIVE AGREEMENT:

DISTRICT 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 DISTRICT, 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. 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.

23. FEDERAL REQUIREMENTS:

This agreement shall incorporate all applicable federal clauses required for federally funded contracts if required, including but not limited to:

- Buy America provisions
- Federal civil rights and non-discrimination compliance
- Compliance with federal debarment and suspension regulations
- Lobbying restrictions and certifications
- Environmental and energy conservation requirements
- DBE (Disadvantaged Business Enterprise) participation and reporting requirements
- Record-keeping and access to records provisions
- Compliance with Clean Air Act and Federal Water Pollution Control Act
- Compliance with ADA and accessibility regulations

24. EXHIBITS

- Exhibit A: Insurance Requirements
- Exhibit B: Scope of Work – Park Fire Wood Management (Full document attached)
- Exhibit C: Fee Schedule

IN WITNESS WHEREOF, COUNTY and DISTRICT have executed this agreement on the day and year set forth below upon signature by the Chair of the Board of Supervisors.

COUNTY OF TEHAMA

Date: _____

William Pike, Interim Director of Public Works

**TEHAMA COUNTY RESOURCE
CONSERVATION DISTRICT**

Date: 5.6.2025

District Manager

Jon Barrett as RCDTC

**Approved as to form by
Tehama County Counsel**

By: Brittany Ziegler

Exhibit A

INSURANCE REQUIREMENTS FOR DISTRICT

DISTRICT 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 DISTRICT, his/her agents, representatives, employees or subcontractors. At a minimum, DISTRICT shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations)
\$5,000,000 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 DISTRICT has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover DISTRICT and DISTRICT'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 (DISTRICT/Professional services standard agreement only)

If DISTRICT is a state-licensed architect, engineer, DISTRICT, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, DISTRICT 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 DISTRICT maintains higher limits than the minimums shown above, COUNTY shall be entitled to coverage for the higher limits maintained by DISTRICT.

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 DISTRICT's liability to COUNTY and will be the sole responsibility of DISTRICT.

Primary Insurance Coverage

For any claims related to this project, DISTRICT'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 DISTRICT'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

DISTRICT'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. DISTRICT shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors

DISTRICT shall require and verify that all Subcontractors maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, DISTRICT 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 DISTRICT resulting from breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to DISTRICT, COUNTY may deduct from sums due to DISTRICT any premium costs advanced by COUNTY for such insurance.

Policy Obligations

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

Verification of Coverage

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

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

Exhibit B

Scope of Work

Tehama County Post Park Fire – Wood Management

Work performed is for the purpose of dealing with wood, logs, and woody debris generated by Emergency Hazard Tree Removal as a response to the 2024 Park Fire.

Project area to include roads identified by Tehama County Public Works – Transportation. Including but not limited to: Little Giant Mill Road, Plumb Creek Road, Hogsback Road, Ponderosa Way, Lanes Valley, Inskip Road, Vianet Road, Moulton Loop Road, Paynes Creek Loop, Campbellville Road down to Ponderosa Way and Roads adjacent to/around the Sky Ranch and Canyon View Loop area, Staging Area. *NOTE: Addition/removal of roads/project area may vary due to non-County/RCDTC agents who removed trees during Park Fire Incident.

RCDTC Role & Responsibilities

1. Subcontracting for tree removal.
 - Subcontractor scope creation, bid packet creation, pre bid conference facilitation and bid review), prevailing wage compliance, contractor selection, and direct contracting.
2. Initial assessment of woody material.
 - Driving, assessing and mapping debris data for comprehensive inventory.
3. Permitting - Including but not limited to all required environmental studies.
 - (CEQA – *unless otherwise specified, NEPA will result in change order or separate contract).
4. Monitoring & Mitigation.
 - Environmental, archeological, Tribal (to potentially include Outreach, acquisition, invoicing, conducting, scheduling, and coordination).
5. Site preparation.
 - Flagging, mapping avoidance measures, site surveys, riparian assessment (can include *ancillary tasks as needed).
6. Contractor Oversight/ Management.
 - Registered professional Forester, Project Manager, and Forestry Specialist oversight, management, and work verification of contractor, Environmental and necessary training of staff and contractor.
7. Documentation.
 - Of work completed and mapping of completed roads and area.
 - Of internal RCDTC records, invoices and accounting.
8. Adding additional services.
 - Tehama County, without invalidating this agreement may order additions to or deletions from the work to be performed. Such changes shall be specified to RCD in writing. If justified, the "Maximum Obligation" will be adjusted accordingly. New provisions must be mutually agreeable to both County and RCD of up to twenty (20) percent within the current maximum allowable and would not constitute a change as defined in this agreement, but any such shift or change shall only occur at the direction of County.

Exhibit C
Fee Schedule

E-Contract Review
Approval as to Form

Department Name: Tehama County Public Works

Agency Name: Resource Conservation District of Tehama County

Agreement Description: Second Interagency Agreement Between Tehama County and
Resource Conservation District of Tehama County for the
Performance of Emergency Support Services Associated with the
Park Incident of 2024

APPROVED AS TO FORM:

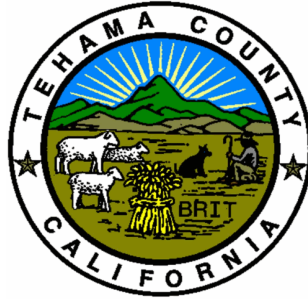


Office of the Tehama County Counsel
Brittany T. Ziegler, Deputy County Counsel

Date: 04/15/2025

Tehama County

*Tehama County Board of Supervisors Chambers
727 Oak Street, Red Bluff, CA 96080
<https://tehamacounty.legistar.com/Calendar.aspx>*



Meeting Minutes

Monday, May 19, 2025

8:30 AM

Board Chambers

Transportation Commission

Chairman: Jim Bacquet Vice-Chairman: Patrick Hurton
Commissioners: Pati Nolen, Matt Hansen, Tom Walker, Dave Demo

Will Pike, Interim Executive Director
Jessica Riske-Gomez, Deputy Director

This meeting conforms to the Brown Act Open Meeting Requirements, in that actions and deliberations of the TCTC created to conduct the people's business are taken openly; and that the people remain fully informed about the conduct of its business. Any written materials related to an open session item on this agenda that are submitted to the Deputy County Clerk less than 72 hours prior to this meeting, and that are not exempt from disclosure under the Public Records Act, will promptly be made available for public inspection at Tehama County Transportation Commission, 1509 Schwab St., Red Bluff, CA 96080.

Standing Items

1. Call to Order / Pledge of Allegiance / Introductions

The meeting was called to order at 8:30 A.M.

Present: Commissioner Matt Hansen, Vice Chair Patrick Hurton,
Commissioner Pati Nolen, and Commissioner Tom Walker
ABSENT: Chairperson Jim Bacquet, and Commissioner Dave Demo

2. Public Comment

This time is set aside for citizens to address this Board on any item of interest to the public that is within the subject matter jurisdiction of this Board provided the matter is not on the agenda or pending before this Board. The Chair reserves the right to limit each speaker to three (3) minutes. Disclosure of the speaker's identity is purely voluntary during the public comment period.

No Public Comment

3. Announcements

a. In accordance with AB23, it is hereby announced, the Transportation Commissioners and Transit Directors in attendance at today's meeting shall receive a stipend of \$100, per the adopted Bylaws.

b. The next scheduled Tehama County Transportation Commission and Tehama County Transit Agency Board regular meetings are scheduled for May 20th 2025, at 8:30 AM and 8:45 AM respectively.

Correction to packet: Next scheduled TCTC and TCTAB meetings will be on June 23rd 2025.

4. Announcement of Agenda Corrections

No additional announcements of agenda corrections.

Regular Items**1. Approval of Claims - Accountant Jensen**

Approve Tehama County Transportation Commission claims for March and April 2025, in the amount of \$930,341.99.

RESULT: APPROVE

MOVER: Tom Walker

SECONDER: Pati Nolen

AYES: Commissioner Hansen, Vice Chair Hurton, Commissioner Nolen, and Commissioner Walker

ABSENT: Chairperson Bacquet, and Commissioner Demo

2. Approval of Minutes - Senior Transportation Planner Fox

Waive the reading and approve the minutes from the March 24, 2025 Tehama County Transportation Commission regular meeting.

RESULT: APPROVE

MOVER: Pati Nolen

SECONDER: Matt Hansen

AYES: Commissioner Hansen, Vice Chair Hurton, Commissioner Nolen, and Commissioner Walker

ABSENT: Chairperson Bacquet, and Commissioner Demo

3. CMAQ Commitment of Funding to I-5 Intercity Bus Service

Adopt a Resolution authorizing the Executive Director or the Transportation Manager to formally commit \$100,000 in Congestion Mitigation and Air Quality (CMAQ) funding annually to support intercity bus service between Redding and Sacramento, in partnership with the Shasta Regional Transportation Agency (SRTA) and the Redding Area Bus Authority (RABA), and to take necessary administrative steps to transfer said funds to the Federal Transit Administration (FTA) in accordance with applicable regulations.

RESULT: ADOPT

MOVER: Pati Nolen

SECONDER: Tom Walker

AYES: Commissioner Hansen, Vice Chair Hurton, Commissioner Nolen, and Commissioner Walker

ABSENT: Chairperson Bacquet, and Commissioner Demo

4. 2025-26 Overall Work Program - Senior Planner Fox

Adopt the 2025-2026 Overall Work Program (OWP) by resolution and authorize the Executive Director or designee to submit the adopted OWP and execute all required documents, including the Overall Work Program Agreement (OWPA), with the California Department of Transportation (Caltrans). TCTC staff are further authorized to incorporate any additional administrative language or technical changes requested by Caltrans staff during the review process to ensure approval and maintain eligibility for Rural Planning Assistance (RPA) funding.

RESULT: ADOPT

MOVER: Pati Nolen

SECONDER: Tom Walker

AYES: Commissioner Hansen, Vice Chair Hurton, Commissioner Nolen, and Commissioner Walker

ABSENT: Chairperson Bacquet, and Commissioner Demo

5. Loan of Funds to Tehama County Public Works - Senior Planner Fox

- a) Approve a short-term loan in the amount of \$188,775.00 from the Local Transportation Fund (LTF) reserves administered by the Tehama County Transportation Commission (TCTC) to the Tehama County Public Works (TCPW) Road Fund.
- b) Authorize TCTC to staff to prepare, execute, and process all necessary interagency agreements, fund transfer documents, and supporting paperwork required to facilitate the disbursement and tracking of the loaned funds in accordance with the terms set forth in the Interagency Cooperative Agreement between TCTC and TCPW once approved by counsel.
- c) Approve the formal fund transfer from the Local Transportation Fund (LTF) reserves to the Tehama County Public Works Road Fund, and direct staff to coordinate with the Tehama County Auditor's Office and all relevant departments to ensure timely execution and compliance with agreement's repayment schedule and accounting requirements.

RESULT: APPROVE

MOVER: Pati Nolen

SECONDER: Tom Walker

AYES: Commissioner Hansen, Vice Chair Hurton, Commissioner Nolen, and Commissioner Walker

ABSENT: Chairperson Bacquet, and Commissioner Demo

6a. Cooperative Agreement - Deputy Director Riske-Gomez

Staff recommend that the Tehama County Transportation Commission (TCTC) take one of the following actions:

- a.) Approve the Cooperative Agreement (No. 02-0237) between TCTC and the California Department of Transportation (Caltrans) for the Congestion Mitigation and Air Quality (CMAQ) Improvement Program funding contribution toward the Mineral Multi-Use Path Project in the amount of \$1.5 million, and authorize the Interim Executive Director to execute the agreement; or
- b.) Authorize staff to amend the Cooperative Agreement to increase the total amount to \$1.9 million in order to include an additional crosswalk and safety features that would enhance pedestrian accessibility for community members on the north side of the Mineral project area, and authorize the Interim Executive Director to execute the amended agreement.

RESULT: APPROVE

MOVER: Pati Nolen

SECONDER: Tom Walker

AYES: Commissioner Hansen, Vice Chair Hurton, Commissioner Nolen, and Commissioner Walker

ABSENT: Chairperson Bacquet, and Commissioner Demo

6b. Cooperative Agreement - Deputy Director Riske-Gomez

b.) Authorize staff to amend the Cooperative Agreement to increase the total amount to \$1.9 million in order to include an additional crosswalk and safety features that would enhance pedestrian accessibility for community members on the north side of the Mineral project area, and authorize the Interim Executive Director to execute the amended agreement.

RESULT: APPROVE

MOVER: Pati Nolen

SECONDER: Tom Walker

AYES: Commissioner Hansen, Vice Chair Hurton, Commissioner Nolen, and Commissioner Walker

ABSENT: Chairperson Bacquet, and Commissioner Demo

7. EV Oasis North Project - Caltrans District 2

Informational Presentation by Tamy Quigley, Division Manager, Office of Transportation Planning, Caltrans District 2, on the bp pulse EV Oasis North Project Installation in Petro Corning.

Commissioner : Are we collecting tax dollars on charging?

Presenter: I do not have that answer at this time and can get that information for you.

8. Items for Future Agenda

No items for future agenda.

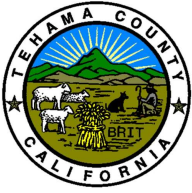
9. Closing Comments

No closing comments.

10. Adjourn

With no further business the meeting was adjourned at 9:06.

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 Tehama County Transportation Commission meetings, please contact the ADA Coordinator prior to the day of the meeting. This notice is available in accessible alternate formats from the affected department or the ADA Coordinator.



Tehama County

Agenda Request Form

File #: 25-1997

Agenda Date: 11/25/2025

Agenda #: 17.

PROBATION / ADMINISTRATION - Chief Probation Officer Pam Gonzalez and Administrative Services Director Tom Provine

Requested Action(s)

a) AGREEMENT - Request approval and authorization for the Chairman to sign the agreement between the County of Tehama and World Telecom & Surveillance for the purpose of replacing and/or upgrading the detention security electronics equipment at the Tehama County Juvenile Hall Facility. The agreement will be effective as of the date of signing and will terminate at the completion of the project, for a total amount not to exceed \$300,000

Financial Impact:

This project will be funded by LATCF funds, approved by the board during the FY 25/26 budget process.

Background Information:

We respectfully request an increase to the Improvement and Structure account in the amount of \$300,000 to replace outdated Juvenile Detention Facility control panel. The current system is no longer reliable, and several operational issues have emerged that directly impact facility safety and efficiency:

- **Compromised Access Verification:** The control panel's outdated technology makes it difficult to reliably verify who is attempting to gain access, posing a significant security risk for youths and staff.
- **Faulty Indicator Lights:** Numerous indicator lights on the control panel have failed, complicating our ability to verify that doors are safely closed which increases a risk to public safety.
- **Lack of Vendor Support:** The vendor that originally installed our control panel no longer provides repairs or support for this specific model. This absence of maintenance support exacerbates the challenges we face in ensuring the panel's functionality and, by extension, the overall security of our facility.
- **Temporary Fixes No Longer Suffice:** Over the years, we have implemented Band-Aid solutions to prolong the life of the current control panel. However, these measures have reached their limit and can no longer adequately address the operational deficiencies and safety risks.
- **Safety Concerns Amid Understaffing:** For over five years, our facility has functioned with limited staffing, inadvertently saving money to the General Fund by leaving positions vacant. Despite these savings, the combination of understaffing and our outdated

control system has significantly increased the risk to youths, staff members, and the overall safety of our community.

AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND WORLD TELECOM & SURVEILLANCE

This agreement is entered into between the County of Tehama, through its Department of Probation, (“County”) and World Telecom & Surveillances (“Contractor”) for the purpose of replace and/or upgrade the detention security electronic equipment at the Tehama County Juvenile Hall Facility. The project includes project management, engineering design, product supply, installation, staff training, and warranty.

1) RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall provide services as specified in Exhibit “B”.

2) RESPONSIBILITIES OF THE COUNTY

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

3) COMPENSATION

Contractor shall be paid in accordance with the rates set forth in the Fee Schedule, attached hereto as Exhibit “B”, after satisfactorily completing the duties described in this Agreement. The details on the terms of the phase billing are as follow – 10% due at completion of engineering / mobilization, 80% due at completion of installation, 10% due at the completion of testing and training. The Maximum Compensation payable under this Agreement shall not exceed **\$300,000.00**. 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 monthly itemized invoices to County for the prorated portion of the flat fee earned during the preceding month based on a percentage of services completed to the reasonable satisfaction of County up to the date of billing. County shall make payment of all undisputed amounts within 30 days of receipt of Contractor's invoice.

5) TERM OF AGREEMENT

This agreement shall commence on the date of signing and shall terminate upon completion of work satisfactorily completed, 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 Chief Probation Officer.

7) ENTIRE AGREEMENT; MODIFICATION

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

8) NONASSIGNMENT OF AGREEMENT

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

9) EMPLOYMENT STATUS

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

10) INDEMNIFICATION

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

11) INSURANCE

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

12) PREVAILING WAGE

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. (Prevailing Wage Laws), which require the payment of prevailing wage rates and the performance of other requirements on certain public works and maintenance projects. Contractor shall pay, at least, the general prevailing wage rates, as determined by the Director of the Department of Industrial Relations of the State of California, for all work hereunder. Contractor further agrees to fully comply with and to require its subcontractor to fully comply with such Prevailing Wage Laws. County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code Section 1773 at its principal office, and will make this information available to any interested party upon request. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws.

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

Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

13) NON-DISCRIMINATION

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

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

14) GREEN PROCUREMENT POLICY

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural resources, water and energy; (2) minimize the jurisdiction's contribution to pollution and solid waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the purchase of products made with recycled materials, in compliance with the California Integrated Waste Management Act of 1989 (AB 939) and SB1383 when product fitness and quality are equal and they are available at the same or lesser cost of non-recycled products. Contractor shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

15) COMPLIANCE WITH LAWS AND REGULATIONS

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

16) LAW AND VENUE

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

17) AUTHORITY

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

18) NOTICES

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

a. If to County: Pam Gonzales, Chief Probation Officer
Tehama County Probation
1840 Walnut Street
Red Bluff, CA 96080

If to Contractor: World Telecom & Surveillance
2925 Innsbruck Drive
Redding, CA 96003
530-223-9753

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) CONFIDENTIALITY

The intent of this agreement is for the Contractor to provide service and maintenance for the Juvenile Hall Detention Facility control panel. 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 the 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

not to **disclose** any such information to any third party without the express written consent of the other party or as required by law. This provision shall survive the **termination**, expiration, or cancellation of the agreement.

- d. Notwithstanding any other provision of this Agreement, the 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/ita is subject to all the confidentiality requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPPA); Title 42, Section 2.1 through 2.67-1, Code of Federal Regulations; and Confidentiality of Medical Information Act [Part 2.6 (commencing with Section 56)] of Division 1 of the Civil Code. Violation of the confidentiality of patient, client or resident medical information may result in federally imposed fines and penalties and the cancellation of this agreement.

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

Date: 11/4/25

COUNTY OF TEHAMA

P. Gonzalez
**PAM GONZALEZ, CHIEF PROBATION
OFFICER**

Date: _____

**CHAIRMAN, BOARD OF
SUPERVISORS**

Date: 11/4/25

WORLD TELECOM & SURVEILLANCE

Kellie Belcastro
**KELLIE BELCASTRO, CHIEF FINANCIAL
OFFICER**

113681
Vendor Number

1081-57576
Budget Account Number

Standard Form of Agreement -- Services adopted 12/08/22

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

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

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

Automobile Liability

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

Workers' Compensation

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

Professional Liability (Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less

than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However, if coverage is written on a claims made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

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

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

Endorsements: Additional Insureds

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

The certificate holder shall be “County of Tehama.”

Deductibles and Self-Insured Retentions

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

Primary Insurance Coverage

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

Coverage Cancellation

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

Acceptability of Insurers

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

Subcontractors

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

Material Breach

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

Policy Obligations

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

Verification of Coverage

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

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



Date: April 21, 2025

Company: Tehama County Probation Department

Street Address: 1840 Walnut St

City, State, Zip: Red Bluff CA 96080

From: World Telecom & Surveillance, Inc. (WT&S)

WT&S is bidding on the following project:

Project Name: Tehama County Juvenile Facility – Detention Electronics Upgrade

Under this proposal, World Telecom & Surveillance Inc. and CTG shall replace and/or upgrade the Detention Security Electronics in the Tehama County Juvenile facility, as detailed herein. WQT&S/CTG shall provide and install the systems and products as detailed below, and includes project management, engineering design and submittals, products, installation, Owner training, and a one-year warranty on all new parts. Additionally, service agreements are available, both for the electronics and the detention doors and locks.

Scope of Work: Detention Electronics Upgrade

Control Room:

The Control Room currently consists of 3 control panels, each in its own cabinet, and each facing the Pod that is controlled by that panel. This necessitates the Control Room operator to be continuously running back and forth to answer calls, open doors, and generally monitor each area separately, which contributes to loss of concentration and focus on any particular situation. To combat these inefficiencies, WT&S/CTG recommends that the 3 consoles be eliminated, and a central horseshoe-shaped console be installed on an elevated platform, with a single touchscreen, intercom master (desk-mounted, with a gooseneck microphone), and a Movement CCTV monitor. The horseshoe design also allows room for a logging computer, radio, paperwork, etc. in a design which accommodates an operator in a swivel chair, with access to the above and still have a visual into the Pods. The cabinetry is not included in this proposal, but our Design/Build team will help with designing the new console, with the County utilizing either their own Carpenter staff or a local cabinetry shop to fabricate and install the product. A back-up control station, with touchscreen, intercom master, and Movement monitor will also be set up at an auxiliary desk in the Control room, which provides redundancy, a location for a second operator to take charge of a particular situation while the primary operator controls the rest of the facility, and for operator training purposes.

Operator Workstations:

The touchscreen workstation allows the operator to control and monitor all of the normal aspects of control room operations, which allows for integration of door control, intercom, paging, and video surveillance in a single, easy to use interface. When an intercom call comes in, the screen quickly switches to that location, the door icon and intercom icon become active, and any cameras associated with that door are automatically displayed. This helps the operator to more quickly identify what's going on and respond to it. The operator interface is displayed on a 27" monitor which is accessed by a

quick touch on the touchscreen, using Dell PC's and non-proprietary detention control software, identical to what is being installed at the **Tehama County Juvenile Facility**

Control System:

The control system consists of a network of industrial controllers, called PLC's or Programmable Logic Controllers. These controllers are an industrial line, made for high-critical applications such as auto plants, water and sewage plants, and nuclear reactors. These are typically featured as having a 20-year Mean-Time-Between-Failures rating of 20 years. Your existing PLC's are a much older line that has not been made in years, and parts availability is becoming a problem. WT&S/CTG will be providing new Modicon PLC's as manufactured by Square D/Schneider Electric, with over a hundred units installed by our companies in detention facilities throughout the West. To keep costs down, we will re-use the existing cabinet racks, power supplies, and relays, plus all field wiring. In addition, we will be installing a remote access PC that is firewalled, to allow a faster response by our service technicians to remotely access the system.

Intercom System:

The existing intercom system is an older analog system, with discrete amplifiers for each of the 3 existing control stations and switching by old commercial quality relays. Under this proposal, WT&S/CTG shall provide a detention-quality microprocessor-based intercom system, as manufactured by Harding Instruments. As a smart system, we can individually adjust the volume for each station and also tune it to help reduce echo effects and soften the slamming sound when the door closes. This results in increased intelligibility and also helps reduce the stress on the control room operator.

CCTV Surveillance System:

The existing CCTV system will need to be upgraded by WT&S/CTG using the Ocularis VMS, and WT&S/CTG will provide an interface between the VMS and the detention control system, to provide automatic and manual call-up by the control system. **The CCTV Software/Storage upgrade is not part of this quote, WT&S/CTG will need more information on the duration of storage that is needed and what is currently on site.**

General Notes:

- 1) Prices Indicated include engineering, submittals, project management, installation and programming labor, parts, freight, air and vehicle costs, per diem, Owner training, and one-year warranty on installation and three-year warranty on parts.
- 2) Does not include suggested cabinetry changes nor their demolition
- 3) Removed materials will become the property of the County
- 4) This proposal is predicated upon the re-use of the existing field devices and associated wiring, which are assumed to be in good, working condition. Any repairs to existing will be repaired on a T&M basis, or on a quoted basis.
- 5) All field devices and wiring shall be re-used, including locks, door position switches, intercom stations, and associated wiring, and are assumed to be in good working order. Any repairs shall be done on a quoted or T&M basis.

6)WT&S/CTG engineer, and Project Manager will come to the site at the beginning of the project and will spend time investigating site conditions and equipment. They will then sit down with the Staff and determine if any room names are to be changed, and more importantly, work out how the system will operate, and suggest improvements to make the Control Room operation more efficient. After this meeting, the engineers will design and program the system, assemble it and test it in our office. The County representatives will be invited to the **WT&S/CTG** shop for an Owner's Witnessed Shop Test, where we will run the system through its paces with the staff, and make any necessary changes and improvements. The system will be packaged and shipped to the facility and installed by **WT&S/CTG** field technicians. The system will be commissioned, and the Maintenance Staff will receive training on Level 1 maintenance and the Control Room Staff on operation of the system.

7)The system will have a one-year warranty on the newly installed parts and systems, and the remote access PC will be enabled and Maintenance trained on how to enable it when needed.

8)**This price is currently based upon there being no tariffs in place, and as some of the parts are produced in Canada and Mexico, there will exist the possibility of tariff charges being imposed, and these costs will be forwarded to the County with no mark-ups.**

World Telecom & Surveillance Inc. will install Tehama County Juvenile Facility – Detention Electronics Upgrade, for the cost of Two Hundred Forty-Nine Thousand Nine Hundred Twenty-Five and 35/100 Dollars (\$249,925.35)

These costs include the labor required but does not include anything not mentioned or included in this cost quotation.

Todd, I want to thank you for this opportunity to work with you and show you the professionalism of our staff and the quality of our work. If you have any questions, or need additional information, please feel free to call.

Sincerely,

World Telecom & Surveillance Inc.

Ryan M. Belcastro, RCDD

CONTRACTOR'S INFORMATION

World Telecom & Surveillance Inc. is a licensed California Contractor. Contractor Classification: C7
Contractor License Number: 793485

Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractor's State License Board, and 9835 Goethe Road, Sacramento, CA 95827. Mailing Address: P.O. Box 26000, Sacramento CA 95826

REGULATED BY THE CONTRACTORS STATE LICENCE BOARD. ANY QUESTIONS CONCERNING THE RESPONSIBILITIES OF A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR OF THE BOARD WHOSE ADDRESS IS: "CONTRACTORS STATE LICENSE BOARD"

PROJECT CONTACTS

World Telecom & Surveillance Inc.
Ryan Belcastro, RCDD
2925 Innsbruck Dr.
Redding, CA 96002
530-223-9753/ Fax 530-223-9186

PROJECT LOCATION

Tehama County Probation Department
1840 Walnut St
Red Bluff CA 96080

BILLING ADDRESS

Tehama County Probation Department
1840 Walnut St
Red Bluff CA 96080

TERMS

Phase Billing

World Telecom& Surveillance Inc. certifies that all statements in this proposal are true and acknowledges that if the proposal contains any false statements, Tehama County Probation Department may declare any contract made as a result of the proposal to be void.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. This quote is only valid for 30 days from the date of the proposal.

Date of acceptance: _____ **Signature** _____

E-Contract Review
Approval as to Form

Department Name: Tehama County Probation

Vendor Name: World Telecom & Surveillance

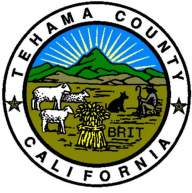
Contract Description: Agreement for Replacement and Upgrade of Detention Security Electronic
Equipment at the Tehama County Juvenile Hall Facility

APPROVED AS TO FORM:



Office of the Tehama County Counsel
Brittany T. Ziegler, Deputy County Counsel

Date: 10/23/2025



Tehama County

Agenda Request Form

File #: 25-1337

Agenda Date: 11/25/2025

Agenda #: 18.

ADMINISTRATION - Administrative Services Director Tom Provine

Requested Action(s)

a) CHANGE ORDER - Request confirmation of Change Order No. 1 to the agreement with SnL Group, Inc. (Misc. Agree. #2025-058) for the Walnut Street Complex Site Accessibility Upgrade Project, thereby allowing for changes as listed, for a contract increase in the amount of \$20,638.04

Financial Impact:

There is sufficient funding provided by the grant for the requested change orders. There is no impact on the County General Fund.

Background Information:

The Walnut Street Complex Accessibility Project began in April 2025. As work progressed, minor changes have been necessary in the course of the project.

Change Order #01 includes items:

- Storm drain repair and ADA concrete
- Saw cutting and demo of existing concrete doorway
- Forms and concrete against existing chain-link fencing
- Adding a bollard in front of the Animal Services office

Items were added at the County's request, or due to a discovered need, and are all eligible for grant reimbursement. The net change of these items is an increase in overall cost. Nothing is outside the range of ordinary change orders or outside the project budget's contingency.

CONTRACT CHANGE ORDER NO. 1
WALNUT STREET COMPLEX SITE ACCESSIBILITY PROJECT

Date: November 18, 2025

Sheet 1 of 2

SnL Group, Inc. is hereby directed to make the herein-described changes from the plans and specifications, or do the following described work in accordance with applicable provisions of the Contract Documents. Work described herein shall include furnishing of all materials, equipment, labor and services necessary for its completion.

This Change Order constitutes a full accord and satisfaction as to claims for all additional costs and extensions of the contract time relating to the portion of the work described under the term "Item." The execution of this Change Order is a waiver of any rights or claims by the Contractor to any additional compensation for the "Item" work or extensions of the contract time for that work.

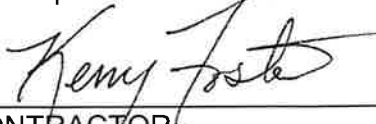
ITEM: See attached

The above change results in the following adjustment to the Contract Price:

Add: \$20,638.04

Contract Time is increased by 0 working days by this Change Order.

I, the undersigned Contractor,
have given careful consideration
to the change proposed and hereby
agree to do the work above specified
and will accept as full payment
therefore the prices shown above.

By 
CONTRACTOR

By Project Manager
Title

Date 11/18/2025

COUNTY APPROVAL:

By 
CHIEF ADMINISTRATOR

Date 11/18/25

CONTRACT CHANGE ORDER NO. 1
WALNUT STREET COMPLEX SITE ACCESSIBILITY PROJECT

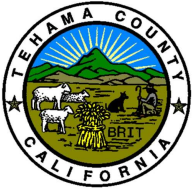
Date: November 18, 2025

Sheet 2 of 2

The Contract is changed as follows:

COR #	DESCRIPTION		AMOUNT
01	Change: Storm drain sawcutting and repair, ADA concrete at Animal Services	ADD	12,961.86
02	Add concrete and patch back at ADA transitions per plan change	ADD	6,279.45
03	Bollard and signage at ADA parking space	ADD	1,396.73
	TOTAL CHANGE ORDER NO. 1	ADD	20,638.04

The original Contract Sum	\$515,000.00
Net Change by previously authorized Change Orders	\$0
The Contract Sum prior to this Change Order	\$515,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$20,638.04
The New Contract Sum including this Change Order will be	\$535,638.04
The Contract Time will be extended	(-0-) work days



Tehama County

Agenda Request Form

File #: 25-1937

Agenda Date: 11/25/2025

Agenda #: 19.

PERSONNEL - Personnel Director Coral Ferrin

Requested Action(s)

- a) Request adoption of TCPR §3301: Working Out-of-Class
- b) Request adoption of TCPR §7302: On-the-Job Training

Financial Impact:

There is no financial impact.

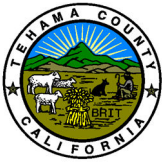
Background Information:

Regular implementation of Personnel Rules is a crucial part of an effective policy and procedure management plan. The rules below were developed by the Personnel Office in collaboration with the Personnel Rules Ad Hoc Committee. They have been reviewed by the Department Heads as well as the bargaining unit representatives. Further, these policies are consistent, effective, and compliant with State and Federal laws.

TCPR §7302: On-the-Job Training: The purpose of this rule is to encourage employee participation in self-improvement through on-the-job training with the goal of improving the quality and timeliness of services Tehama County employees provide in the scope of their employment. On-the-job training must be directly related to the employee's specific current professional career field in Tehama County. On-the-job training is not intended to serve as a method of career advancement outside Tehama County and is not intended to be used to pay an employee's tuition for college level coursework, to qualify employees for other positions, or to obtain certifications required to promote. However, this personnel rule does allow employees to take up to two unpaid education leaves of absence with approval of the Department Head, Personnel Director, and Chief Administrator for a period not to exceed twelve months.

TCPR §3301: Working Out of Class: The purpose of this rule is to ensure employees who work out-of-class are doing so in accordance with CalPERS compliance. All Tehama County employees assigned to work out-of-class must be assigned to either a work out-of-class or temporary upgrade pay assignment and shall be in accordance with established standards outlined in this rule. Further, the Tehama County Personnel Director of his / her designee is tasked with reviewing working out-of-class assignments to ensure CalPERS compliance.

These Personnel Rules align with the negotiated agreements and ensure consistency across all bargaining units. The Personnel Office has met the requirement to meet and confer with the bargaining unit representatives regarding these new personnel rules and agreements have been reached.



PERSONNEL RULES

EMPLOYEE PERFORMANCE ON-THE-JOB TRAINING §7302

Overview: The purpose of this rule is to encourage employee participation in self-improvement through on-the-job training with the goal of improving the quality and timeliness of those services Tehama County employees provide in the course and scope of their Tehama County employment. On-the-job training must be directly related to the employee's specific current professional career field in Tehama County and is not intended to serve as a method of career advancement outside of their employment in Tehama County.

Applicable to: All Tehama County employees. Unpaid education leave of absence is not applicable to Department Heads, Elected Officials, and Extra-Help.

Definitions: Continuing Education Units (CEUs): Continuing education units are a measurement used within continuing education programs and are mandated in certain professional fields to maintain a license or certificate as specified in the employee's job description or approved by the Department Head.

On-the-Job-Training: On-the-job training is a time and cost-effective method of using internal resources, knowledge, and talent to assist in the development of employees.

Guidelines: It is the policy of the County of Tehama to encourage training, self-improvement and personal development programs for employees through on-the-job-training. On-the-job training is developed and assigned by Department Heads and the employee's supervisor or their designee, is completed during the employee's scheduled workday, is directly related to their specific current professional career field in Tehama County and is paid by the Department.

On-the-job training shall not be used as a mechanism for a Department to pay an employee's tuition for college level coursework, to qualify employees for other positions, or to obtain certifications required to promote.

On-the-Job Training

The responsibility for developing and assigning on-the-job training for employees shall be assumed by the Department Head and the employee's supervisor or their designee. The Tehama County Personnel Office may aid in the process. On-the-job training is completed during the employee's regularly scheduled workday and can occur through demonstration, lecture, seminars, assignment of reading materials, or attendance at conferences inside or outside the workplace. Assigned training should be for the purpose of strengthening the effectiveness and broadening the knowledge of employees in the performance of their respective duties. Assigned training shall have a direct bearing on the work of the employee. On-the-job training shall not be used for the purpose of qualifying for non-County related employment.

All on-the-job training shall be assigned or otherwise approved in advance by the Department Head or their designee. Consideration should be made for the following:

- Impacts on the Department's operations and its ability to provide services and perform functions in the absence of the employee.

- Subject of training in relationship to the function performed by the employee and the Department, and the employee's professional development.
- Value and expense of the training in relationship to the enhanced work performance expected to result from the training.

The cost of on-the-job training will be paid by the Department, including any other expenditures incurred, such as transportation, lodging, meals, registration, etc., as a result of participating in the training. The Department must have an adequate budget to cover costs associated with training..

Occasionally, the County's budget may not permit on-the-job training to be paid by the Department, however; the employee may be willing to incur expenses associated with training themselves if the employee is permitted to attend the training during work hours. In this instance, with the prior approval of the Department Head, an employee's participating in training may be considered regular hours worked and recorded as such on the employee's timesheet.

Unpaid Education Leave of Absence

An employee, with prior approval from the Department Head, Personnel Director, and Chief Administrator, may be granted up to two (2) unpaid education leave of absence not to exceed twelve (12) months each to pursue advanced education. When reviewing requests for an unpaid education leave of absence, considerations should be made for the following;

- Impacts on the Department's operations and budget and its ability to provide services and perform functions in the absence of the employee.
- Whether advanced education will increase on-the-job skills or improve the employee's qualifications for promotions.
- The employee has demonstrated a high motivation for self-improvement and indicates a desire to make County employment a career.
- The employee has demonstrated superior work performance in their present position and can perform in a more responsible position.
- The employee has demonstrated potential, motivation, and suitability for further educational opportunities.

Unpaid education leave of absence may be taken on an intermittent basis or as a continuous block. Requests for unpaid education leave of absence shall be initiated by the employee at least sixty (60) days in advance of the desired start date for the unpaid education leave of absence. The request should include the specific reason for the request, the desired start date, and the expected return date. If approved, the Department Head may request Board of Supervisor approval to temporary fill the employee's vacancy with a temporary allocation in accordance with TCPR §2201: Position Allocation List.

Employees approved for a continuous block of unpaid education leave of absence will have their leave banks frozen until their return to full-time employment. In addition, employees will have their salary anniversary date adjusted in the same manner as other employees who are in a non-pay status. Further, during unpaid education leave, employees will not accrue leave accruals, seniority, service credit towards their retirement, nor will they be eligible to participate in the health insurance plan or receive the deferred compensation match or any other benefits. For employees approved for an intermittent unpaid education leave of absence, accruals and health insurance plan contributions will be prorated accordingly. Deferred

compensation match will not be impacted by an intermittent unpaid education leave of absence.

Continuing Education Units (CEUs)

At the Department Head's discretion, County may pay for or reimburse an employee for their registration fees and course materials for continuing education classes, which are required to maintain licensure or qualification for continued County employment and not taken for the purpose of qualifying for another position or qualifying for non-County employment.

Procedure: Responsibilities for implementation, application, and enforcement of this Personnel Rule are listed below.

Employee Employees who wish to receive on-the-job training or request an unpaid education leave of absence should communicate with their Department Head or designee and complete an Unpaid Education Leave of Absence Request form.

Department Head The Department Head or their designee is responsible for reviewing requests for on-the-job training and unpaid education leave of absence received from employees and approving or denying the requests in consultation with the Personnel Director and Chief Administrator.

Personnel Office The Personnel Office is responsible for providing employees with information regarding on-the-job training. In addition, the Personnel Office may aid in the process of developing and assigning on-the-job training for employees.

Required Forms: Unpaid Education Leave of Absence Request form

References: Database of Accredited Postsecondary Institutions and Programs (<http://ope.ed.gov/accreditation/>); TCPR §2201: Position Allocation List

Effective Date:

The provisions of this Code shall not supersede any state law, federal Law or current collective bargaining agreement between an employee organization and Tehama County. The provisions of these Codes shall not preclude specific County departments from developing operational policies and procedures.



PERSONNEL RULES

COMPENSATION WORK OUT-OF-CLASS §3301

Overview: All Tehama County employees assigned to work out-of-class in either a work out-of-class or temporary upgrade pay assignment shall be in accordance with established standards outlined in this policy.

Applicable to: All Tehama County employees, excluding Extra-Help and Elected Officials.

Definitions: Work Out-of-Class – Work out-of-class occurs when an employee is temporarily assigned to perform duties in addition to the employee's regularly assigned duties. This cannot be used in recognition of workload volume.

Temporary Upgrade Pay – Temporary upgrade pay occurs when an employee is temporarily assigned to perform the full scope of duties in an upgraded classification and is not performing any of their regularly assigned duties in their lower-level classification.

Guidelines: From time to time, employees may be temporarily assigned to work in a classification which is higher in pay than their regularly assigned classification. This is called working out-of-class. Working out-of-class normally occurs when a position is vacant for recruitment or a leave of absence. However, for purposes of reporting requirements under the California Public Employees Retirement System (CalPERS), there are two types of working out-of-class assignments, work out-of-class and temporary upgrade pay. Employees assigned to work out-of-class shall be assigned to one of these two categories.

Work Out-of-Class vs. Temporary Upgrade Pay

When an employee is temporarily assigned to work out-of-class in recognition of duties performed in addition to the employee's regularly assigned duties, this is called work out-of-class. Work out-of-class is not in recognition of workload volume. Rather, work out-of-class is in recognition of the additional higher-level duties assigned which fall outside the employee's regular classification. In other words, an employee assigned to work out-of-class is being compensated for the additional higher-level duties being performed in addition to their regularly assigned duties.

Temporary Upgrade Pay is distinguished from work out-of-class pay in that the latter is in recognition for assignments in which the employee is temporarily performing the full scope of an upgraded classification. Meaning, the employee temporarily assigned in this capacity is not performing any of the duties of their regularly assigned duties in the lower-level classification. When an employee is required to perform the full range of duties of the higher position it is considered Temporary Upgrade Pay and the additional pay is reportable to CalPERS as outlined in CCR Section 571(a)(3).

Employees who meet the definition of "Classic" members as defined by the California Public Employee's Pension Reform Act of 2013 (PEPRA), working in a Temporary Upgrade Pay assignment vacant due to an ongoing recruitment, cannot exceed 960 hours per fiscal year. Although both "Classic" and PEPRA "New Members" will be

allowed to work in Temporary Upgrade Pay assignments, “Classic” employees will not be permitted to exceed the 960 hour per fiscal year limit.

All employees assigned to work out-of-class, and PEPRA “New Members” working in a Temporary Upgrade Pay assignment, for a period of more than six months, shall be reviewed by the Personnel Director, or his/her designee for CalPERS compliance.

Terms and Compensation

All work out-of-class assignments must be in accordance with the terms and compensation listed in the applicable bargaining unit memorandum of understanding (MOU).

Work out-of-class or temporary upgrade pay shall be assigned in writing (on the County’s Work Out-of-Class or Temporary Upgrade Pay Assignment form) approved by a Department Head and/or designee and submitted to the Personnel Director and Chief Administrator for verification of eligibility and/or approval. A copy of the completed form will be provided to the employee.

An employee assigned to perform duties of a classification paid at a higher rate of pay than an employee’s regularly assigned classification shall be compensated on an hourly basis only for those hours worked while assigned in a work out-of-class or temporary upgrade pay capacity. In other words, an employee may be assigned to work in either capacity for a limited number of hours per week as long as they are compensated accordingly.

An employee assigned to perform duties of a classification paid at a lower rate of pay than the employees regularly assigned classification will suffer no loss of compensation because of such an assignment.

Employees designated as bilingual will continue to receive bilingual pay, based on the working out-of-class or temporary upgrade rate of pay, when assigned to a working out-of-class or temporary upgrade pay assignment.

Probationary Employees

Probationary employees are not eligible to be assigned to work out-of-class or in a temporary upgrade pay capacity.

Training

A work out-of-class or temporary upgrade pay assignment for training purposes may be excluded from compensation for up to a cumulative total of twenty (20) working days per fiscal year provided such training purposes can be adequately demonstrated. “Training purposes” shall not be primarily for the purpose of production or to fill a vacant position. The County will notify the employee it intends to place in a temporary training position prior to the assignment and may not retrospectively inform the employee.

Procedure: Responsibilities for implementation, application, and enforcement of this rule are listed below.

Employee The employee shall review the job specification for the higher paid classification and complete the Work Out of Class or Temporary Upgrade Pay Assignment form acknowledging the terms of the assignment.

Department Head The Department Head and/or designee shall notify the employee of the anticipated end date, as well as any revisions to extend or shorten the assignment, provide the employee with the most recent classification specification for the work out-of-class or temporary upgrade pay assignment, and complete the Work Out of Class or Temporary Upgrade Pay Assignment form and provide a copy to the employee.

The Department Head or their designee shall thoroughly review the employee's experience, knowledge, training, and skills prior to the work out-of-class or temporary upgrade pay assignment to ensure the assignment is appropriate. The Department Head or their designee shall review and discuss expectations with the employee. The Department Head or their designee shall submit a Personnel Action Form, and the Tehama County Work Out of Class or Temporary Upgrade Pay Assignment form to the Personnel Office outlining the terms of the assignment.

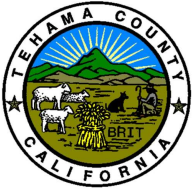
Personnel Office The Personnel Office will review all documentation to ensure the assignment is in accordance with the guidelines established in this rule and CalPERS compliance.

Required Forms: Personnel Action Form, Tehama County Work Out-of-Class or Temporary Upgrade Pay Assignment form.

References: CalPERS Government (Gov.) Code Section §20480, CCR §571(a)(3), MOU's

Effective Date:

The provisions of this Code shall not supersede any state law, federal Law or current collective bargaining agreement between an employee organization and Tehama County. The provisions of these Codes shall not preclude specific County departments from developing operational policies and procedures.



Tehama County

Agenda Request Form

File #: 25-1956

Agenda Date: 11/25/2025

Agenda #: 20.

PERSONNEL / ADMINISTRATION - Personnel Director Coral Ferrin

Requested Action(s)

a) Request approval to apply the provision outlined in Resolution No. 2025-071 Section 2: Sick Leave Accrual retroactively for the following elected officials, effective November 25, 2025:

Matt Rogers, District Attorney
David Kain, Sheriff / Coroner
Krista Peterson, Auditor / Controller
Burley Phillips, Assessor
Jennifer Vise, Clerk and Recorder (Retired)

Financial Impact:

The financial impact for retroactively approving Resolution No. 2025-071 Section 2 for the five employees listed will be a one-time cost of \$44,669.26.

Background Information:

Tehama County Personnel Office is requesting the Board of Supervisors approve an action to apply the provision outlined in Resolution No. 2025-071 Section 2: Sick Leave Accrual retroactively to the Elected Officials listed in Section a). These Elected Officials were formally working as employees and transitioned to Elected Official status prior to the establishment of Resolution no. 2025-071. Therefore, in order for these individuals to receive the same benefits they would have received otherwise, the Personnel Office is requesting the Board of Supervisors apply this provision retroactively.

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TEHAMA
ESTABLISHING BENEFITS OF COUNTY OF TEHAMA DEPARTMENT HEADS APPOINTED
AS ELECTED OFFICIALS**

WHEREAS, for purposes of this resolution, the term “elected officials” refers to County of Tehama Department Heads appointed as elected officials, including Assessor, Auditor-Controller, Clerk-Recorder, District Attorney, Sheriff-Coroner and Treasurer-Tax Collector; and

WHEREAS, the Board of Supervisors of the County of Tehama extends certain benefits to these elected officials which are the same or equally as comparable to those provided to other County of Tehama employees; and

WHEREAS, this resolution is intended to formally identify the benefits entitled to these elected officials; and

WHEREAS, IT IS THE DESIRE OF THE Board of Supervisors to provide certain benefits, to establish certain conditions of employment and to set working conditions for said employees; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Tehama, State of California, does hereby establish the benefits of elected officials shall be as follows:

1. Vacation Leave Accrual

Elected officials do not accrue vacation. Regular County of Tehama employees transitioning to elected officials will have their vacation leave accruals cashed out effective one day prior to the day they assume office. Meaning, the payment for vacation leave accruals will be computed based on the employee’s wage rate in the non-elected classification.

2. Sick Leave Accrual

Elected officials do not accrue sick leave. Regular County of Tehama employees transitioning to elected officials will have their sick leave accruals cashed out in accordance with the applicable bargaining unit memorandum of understanding.

3. Holiday Leave

Elected officials do not receive compensation for holidays.

4. Paid Administrative Leave

Elected officials are not eligible for paid administrative leave.

5. Bereavement Leave

Elected officials do not receive bereavement leave.

6. Retirement Plan

Elected officials are eligible to participate in the County of Tehama retirement program as contracted through CalPERS. The retirement program is integrated with Social Security.

Participation in the retirement plan shall be consistent with the requirements of the California Public Employees' Pension Reform Act of 2013 as it is currently enacted and as it is amended in the future, and its regulations. To the extent PEPRA conflicts with any provision of this resolution, PEPRA will govern.

Elected officials shall pay the entire required California Public Employees' Retirement System (CalPERS) member contribution, and County of Tehama will not pay any part of the required member contribution on behalf of those elected officials.

County of Tehama shall pay one hundred (100) percent of the required employer contribution to CalPERS.

7. Unemployment Insurance

Elected officials are not covered by unemployment insurance.

8. Health, Dental, Vision, and Life Insurance

Elected officials are entitled to participate in the County of Tehama sponsored Health Plan, including medical, dental, vision, and life insurance (\$30,000 for employee only), in accordance with TCPR §5101: Health Benefits. The method used to calculate the portion of the premium paid by the County of Tehama shall be consistent with the method used by the County of Tehama to calculate the contribution for employees covered by the Tehama County Management Employee's Association Memorandum of Understanding. Elected officials shall pay their premium for the County of Tehama sponsored Health plan bi-monthly through a payroll deduction. The County of Tehama does not provide cash-in-lieu benefits for employees who choose not to enroll.

Elected officials may voluntarily elect to purchase supplemental life insurance for themselves and their dependents. In addition, elected officials may also voluntarily elect to purchase disability insurance, accident insurance, and cancer insurance.

Elected officials may participate in the County's Premium Only Section 125 benefit program, which allows pre-tax benefits for employee contributions to the group health insurance premium.

The County-sponsored Employee Assistance Program (EAP) will be available to elected officials. The EAP will provide personal counseling and legal services and personal and work-related issues for the elected officials and their immediate family members.

Elected officials will be allowed to establish an employee-funded Flexible Spending Account (FSA), which provides employees with an option for Dependent Care Assistance and unreimbursed medical expenses. The plan year maximum for FSA will be determined by the contribution limits set by the Internal Revenue Service.

Elected officials retiring with a minimum of five (5) or more years of County of Tehama employment who move directly from active employment with active health insurance

coverage to retirement under the California Public Employees Retirement System (CalPERS) may elect to continue participation in the County of Tehama sponsored Retiree Group Health Insurance plan. The retiree is responsible for paying the full premium cost for this benefit.

9. Deferred Compensation

The County of Tehama shall contribute 2% of the salary for each elected official, as identified in Section 2 of the elected official salary ordinance currently in effect, into the County's Section 457 Deferred Compensation Plan (traditional or Roth). In addition, such elected officials may contribute into the County's Section 457 Deferred Compensation Plan insofar as combined contributions of County of Tehama and the elected official do not exceed the maximum allowable by law.

10. Travel and Mileage Reimbursement

Elected officials shall comply with County of Tehama travel policies. Elected officials conducting County of Tehama business in their private vehicle outside of the County, shall be reimbursed at the employee travel reimbursement rate adjusted annually each July 1st by the Auditor-Controller. Elected officials who have a County of Tehama assigned emergency vehicle which is available for their use during non-business hours are not eligible for mileage, however, may be eligible for meal expenses incurred while traveling pursuant to County of Tehama policy.

11. Cell Phone Allowance

The duties of elected officials require the use of a cellular phone in the course of conducting County of Tehama business, County of Tehama agrees to provide the elected officials with a cellular telephone allowance of \$60.00 per month to cover all costs of related equipment and service. This reimbursement is not considered part of salary and is, therefore, not included in California Public Employees Retirement System (CalPERS) calculations for elected officials.

12. Other

Elected officials are eligible to participate in voluntary benefit programs on the same terms and conditions as other regular employees, including but not limited to 529 plans, air ambulance plans, mortgage assistance plans, and employee discount programs, etc.

BE IT FURTHER RESOLVED

The foregoing resolution was offered on a motion by Supervisor Jones , seconded by Supervisor Walker and adopted by the following vote of the Board:

AYES: Supervisor Jones, Supervisor Walker, and Chairperson Hansen

NOES: Supervisor Burroughs, and Vice Chair Nolen

ABSENT OR NOT VOTING:

STATE OF CALIFORNIA)

) SS

COUNTY OF TEHAMA)

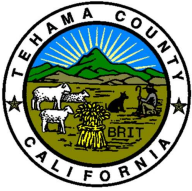
I, Sean Houghtby, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a Resolution and Order adopted by the Board of Supervisors on the 5th day of August, 2025.

Dated this 8th day of August, 2025.

Sean Houghtby, County Clerk and ex-officio
Clerk of the Board of Supervisors, County of
Tehama, State of California

By *[Signature]*
Deputy

RESOLUTION NO. 2025-071



Tehama County

Agenda Request Form

File #: 25-1871

Agenda Date: 11/25/2025

Agenda #: 21.

SHERIFF'S OFFICE - Sheriff Dave Kain

Requested Action(s)

a) INFORMATIONAL PRESENTATION - Tehama County's involvement to opt-into the Cal-ID Program

Financial Impact:

There would be no financial impact to the general fund.

Background Information:

"Cal-ID" refers to the California Identification System maintained by the California Department of Justice (DOJ). It is a state-wide law enforcement fingerprint identity infrastructure that local agencies plug into.

The purpose of Senate Bill 720 (SB720) was to fund programs that enhance the capacity of local law enforcement to provide fingerprint and other biometric identification modalities and effectively created what is now known as the Cal-ID Program.

California Penal Code §11112 defines the requirement for a Remote Access Network (RAN) Board to approve the use of the collected funds. The RAN Board shall determine the placement of RAN equipment within the county and coordinate the acceptance, delivery and installation of RAN equipment. The board shall develop any procedures necessary to regulate the ongoing use and maintenance of that equipment, adhering to the guidelines adopted by the department. The local board shall consider placement of equipment on the basis of the following criteria:

- (1) The crime rate of the jurisdiction or jurisdictions served by the agency.
- (2) The number of criminal offenses reported by the agency or agencies to the department.
- (3) The potential number of fingerprint cards and latent fingerprints processed.
- (4) The number of sworn personnel of the agency or agencies.

Tehama County

Background

On September 30, 1997, the State of California enacted Senate Bill 720 (SB720), adding Section 9250.19 to the California Vehicle Code (VC). This section authorizes, upon the adoption of a resolution by the County Board of Supervisors, that a fee of one dollar (\$1) shall be paid at the time of registration, renewal, or supplemental application for vehicle registration and two dollars (\$2) for commercial vehicle registration, in addition to any other specified fees.

On September 1, 2011, California Assembly Bill (AB674) was signed into law removing any sunset clause and making the collection of these fees permanent.

On February 21, 2014, California Assembly Bill 2393 (AB2393) amended VC 9250.19 and authorized a county, that has already adopted the resolution to impose the one dollar (\$1) fee, to increase that fee to two dollars (\$2) for vehicle registrations and four dollars (\$4) for commercial vehicle registrations in the same manner that it imposed the initial one-dollar (\$1) fee.

California Penal Code 11112

California Penal Code 11112 defines the requirement for a Remote Access Network or RAN Board which approves the use of the collected funds.

Section 11112.4 – Local RAN board

(a) Within each county or group of counties eligible to receive funding under the department's master plan for equipment, that elects to participate in the Remote Access Network, a local RAN board shall be established. Where a single county is eligible to receive funding, that county's RAN board shall be the local RAN board. Where a group of counties is eligible for funding, the local RAN board shall consist of a regional board. The RAN board shall determine the placement of RAN equipment within the county or counties, and coordinate acceptance, delivery, and installation of RAN equipment. The board shall also develop any procedures necessary to regulate the ongoing use and maintenance of that equipment, adhering to the policy guidelines and procedures adopted by the department. The local board shall consider placement of equipment on the basis of the following criteria:

- (1) The crime rate of the jurisdiction or jurisdictions served by the agency.
- (2) The number of criminal offenses reported by the agency or agencies to the department.
- (3) The potential number of fingerprint cards and latent fingerprints processed.
- (4) The number of sworn personnel of the agency or agencies.

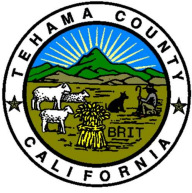
(b) Except as provided in subdivision (c), each RAN board shall be composed of seven members, as follows: a member of the board of supervisors, the sheriff, the district attorney, the chief of police of the Cal-ID member department having the largest number of sworn personnel within the county, a second chief selected by all other police chiefs within the county, a mayor elected by the city selection committee established pursuant to

Section 50270 of the Government Code, and a member-at-large chosen by the other members. In any county lacking two chiefs of police, a substitute member shall be selected by the other members on the board. Groups of counties forming a region shall establish a seven-member board with each county having equal representation on the board and at least one member-at-large. If the number of participating counties precludes equal representation on a seven-member board, the size of the board shall be expanded so that each county has at least two representatives and there is a single member-at-large.

(c) In any county with a population of 5,000,000 or more, each local board shall be composed of seven members, as follows: a member of the board of supervisors, the sheriff, the district attorney, the chief of police of the Cal-ID member department having the largest number of sworn personnel within the county, a second chief selected by all other police chiefs within the county, the mayor of the city with the greatest population within the county that has a Cal-ID member police department, and a member-at-large chosen by the other members. In any county lacking two chiefs of police, a substitute member shall be selected by the other members of the board.

(d) A county which is a part of a regional board may form a local RAN advisory board. The purpose of the local RAN advisory board shall be to provide advice and recommendations to the county's representatives on the regional RAN board. The local RAN advisory board may appoint alternate members to the regional RAN board from the local RAN advisory board to serve and work in the place of a regional RAN board member who is absent or who disqualifies himself or herself from participation in a meeting of the regional RAN board.

If a vacancy occurs in the office of a regional RAN board in a county which has established a local RAN advisory board, an alternate member selected by the local RAN advisory board may serve and vote in place of the former regional RAN board member until the appointment of a regional RAN board member is made to fill the vacancy.



Tehama County

Agenda Request Form

File #: 25-1992

Agenda Date: 11/25/2025

Agenda #: 22.

CLOSED SESSION

Requested Action(s)

a) Liability Claims Pursuant to Government code 54956.95

Claimant: David Fennel

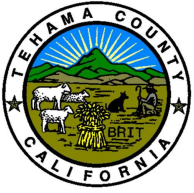
Agency claimed against: Tehama County

Financial Impact:

[Click here to enter Financial Impact.](#)

Background Information:

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



Tehama County

Agenda Request Form

File #: 25-2005

Agenda Date: 11/25/2025

Agenda #: 23.

CLOSED SESSION

Requested Action(s)

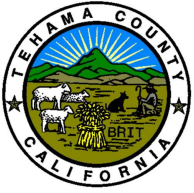
a) CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (54956.9 (d)(2)) (one case)

Financial Impact:

[Click here to enter Financial Impact.](#)

Background Information:

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



Tehama County

Agenda Request Form

File #: 25-2020

Agenda Date: 11/25/2025

Agenda #: 24.

CLOSED SESSION

Requested Action(s)

a) CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (54956.9 (d)(2)) (one case)

Financial Impact:

[Click here to enter Financial Impact.](#)

Background Information:

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



PARTNERSHIP HEALTHPLAN OF CALIFORNIA
MASTER SERVICES AGREEMENT
FOR COMMUNITY SUPPORTS

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PARTNERSHIP HEALTHPLAN OF CALIFORNIA

MASTER SERVICES AGREEMENT

FOR COMMUNITY SUPPORTS

This Master Services Agreement and its Exhibits (“Agreement”) is made and entered into on August 1, 2025 (“Effective Date”) by and between the Partnership HealthPlan of California (“Partnership”), a public entity contracted with the Department of Health Care Services (“DHCS”), and subject to the California Public Records Act, and County of Tehama dba Community Action Agency (“Community Supports Provider”, or “Provider”), individually the “Party” and collectively the “Parties”.

RECITALS

WHEREAS, Partnership is a non-profit community-based healthcare organization that has entered into and will maintain contract(s) (“Medi-Cal Contract”) with the State of California, Department of Health Care Services (“DHCS”) in accordance with Title 10, CCR, Section 1300 et seq.; W&I Code, Section 14200 et seq.; Title 22, CCR, Section 53250; and applicable federal and State laws and regulations, under which Partnership provides services to Medi-Cal beneficiaries.

WHEREAS, Partnership desires to retain County of Tehama dba Community Action Agency to provide services to Partnership and County of Tehama dba Community Action Agency desires to accept such retention, under the terms and conditions of this Agreement.

WHEREAS, County of Tehama dba Community Action Agency is able to provide the scope of work as set forth herein, and will abide by any attachments hereto.

BACKGROUND

California Advancing & Innovating Medi-Cal (“CalAIM”) is a new initiative by DHCS to improve the quality of life and health outcomes of Medi-Cal Members by implementing broad delivery system, program, and payment reform across Medi-Cal. A key feature of CalAIM is the offering of Community Supports (formerly In Lieu of Services), which, at the option of a Medi-Cal managed care health plan and a Member, can substitute for covered Medi-Cal services as cost-effective alternatives.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter stated, the Parties agree as follows:

ARTICLE I - COMMUNITY SUPPORTS DEFINITIONS

The following are key terms related to the provision of Community Supports services. If a capitalized term used in this Agreement or any Exhibit attached hereto is not defined in this Agreement or in the Exhibit, it will have the same meaning ascribed to it in the Medi-Cal Contract. Key terms are defined as follows:

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 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; DHCS Medi-Cal Provider Manual; the Medi-Cal Contracts, including the Community Supports Provisions; all Regulatory Agency guidance, executive orders, instructions, All Plan Letters (“APL(s)”), bulletins, and policies; and all standards, rules, and regulations of Accreditation Organizations.

Authorization or Prior Authorization: Written and/or electronic approval by Partnership for the rendering of Community Supports, which shall be determined pursuant to the authorization procedures described in the Partnership Provider Manual and Policies.

Community Supports Services: Community Supports are those services or settings set forth in Exhibit A of this Agreement that are offered in place of services or settings covered under the California Medicaid State Plan and are medically appropriate, cost-effective alternatives to services or settings under the State Plan.

Community Supports Provider: a Partnership-contracted provider of DHCS-approved Community Supports. Community Supports Providers are entities with experience and/or training providing one or more of the Community Supports approved by DHCS.

DHCS: means the California Department of Health Care Services which funds health care for Medi-Cal Members.

Enhanced Care Management (ECM): a whole-person, interdisciplinary approach to care that addresses the clinical and non-clinical needs of high-need and/or high-cost Members through systematic coordination of services and comprehensive care management that is community-based, interdisciplinary, high-touch and person centered. ECM is a Medi-Cal benefit.

ECM Provider: A Partnership -contracted provider of ECM. ECM Providers are community-based entities with experience and expertise providing intensive, in-person care management services to individuals. ECM Providers may include, but are not limited to, the following entities: (i) counties; (ii) county behavioral health providers; (iii) Primary Care Physician, Specialist, or physician groups; (iv) Federally Qualified Health Centers; (v) Community Health Centers; (vi) Community-based organizations; (vii) hospitals or hospital-based physician groups or clinics (including public hospitals and district and/or municipal public hospitals); (viii) Rural Health Clinics and/or Indian Health Services Programs; (ix) local health departments; (x) behavioral health entities; (xi) community mental health centers; (xii) substance use disorder treatment providers; (xiii) organizations serving individuals experiencing homelessness; (xiv) organizations serving justice involved individuals; (xv) California Children Services Program providers; and (xvi) other qualified providers or entities not listed above, as approved by DHCS.

Health Disparity: Differences in health, including mental health, and outcomes closely linked with social, economic, and environmental disadvantage, which are often driven by the social conditions in which individuals live, learn, work, and play. Characteristics such as race, ethnicity, age, disability, sexual orientation or gender identity, socio-economic status, geographic location, and other factors historically linked to exclusion or discrimination are known to influence the health of individuals, families, and communities.

Health Equity: The reduction or elimination of Health Disparities, Health Inequities, or other disparities in health that adversely affect vulnerable populations.

Health Inequity: A systematic difference in the health status of different population groups arising from the social conditions in which Members are born, grow, live, work, and/or age, resulting in significant social and economic costs both to individuals and societies.

Member: A Medi-Cal recipient who resides in Partnership’s service area and is enrolled in a Medi-Cal managed care health plan administered by Partnership.

Model of Care (MOC): Partnership’s framework for providing ECM and Community Supports, including its Policies and Procedures for partnering with ECM Providers and Community Supports Providers, as approved by DHCS. The MOC is hereby incorporated into this Agreement by reference.

Provider: Any individual or entity that is engaged in the delivery of services, or ordering or referring for those services, and is licensed or certified to do so.

Provider Manual or Partnership Provider Manual: The Manual of Operational Policies and Procedures for Partnership’s Medi-Cal Managed Care Program.

Regulatory Agencies: The federal, State, county, and local government agencies and entities with regulatory or other authority over Partnership, Provider, and/or this Agreement. Regulatory Agency includes, but is not limited to, DHCS, Department of Managed Health Care (“DMHC”), State Auditor, United States Department of Health and Human Services (“DHHS”) and its agents (the “Secretary”), DHHS Inspector General, CMS, Department of Justice (“DOJ”), California Attorney General - Division of Medi-Cal Fraud and Elder Abuse (“DMFEA”), and Comptroller General of the United States.

Urgent Community Supports: Those Services that qualify for expedited Authorization under specific circumstances set forth in the MOC, such as, but not limited to, when a delay in the provision of Community Supports would be harmful to the Member or inconsistent with efficiency and cost-effectiveness. For example, recuperative care services for an individual who no longer requires hospitalization, but still needs to heal from an injury or illness, including behavioral health conditions, and whose condition would be exacerbated by an unstable living environment.

ARTICLE II - COMMUNITY SUPPORTS PROVIDER REQUIREMENTS

2.1 Provider shall:

- a. Provide those contracted Services, as set forth in Exhibit A, which are within Provider’s service specialty, to Members in accordance with the terms and conditions of this Agreement.
- b. Provide contracted Services to Partnership Members that are within the Provider’s professional competence, with the same standards of care, skill, diligence and in the same economic and efficient manner, as are generally accepted practices and standards prevailing in the professional community.
- c. If a state-level pathway to enrollment is available, Provider must enroll in Medi-Cal, pursuant to relevant DHCS APLs, including Provider/Recredentialing and Screening/Enrollment in APL 19-004. If a pathway for enrollment is not available, Provider shall comply with Partnership’s enrollment and credentialing process, including compliance with requirements for individuals employed by or delivering Services on behalf of Provider, to ensure Provider can meet the capabilities and standards required by DHCS to be a Community Supports Provider, including but not limited to:
 - i. Experience and training in elected Community Supports.
 1. Provider shall have experience and/or training in the provision of the Community Supports being offered.
 2. Provider shall have the capacity to provide the Community Supports in a culturally and linguistically competent manner, and comply with all cultural competency requirements, including but not limited to, Partnership’s mandatory cultural competency provider training as well as requirements set forth in Exhibit A, Attachment III, Subsection 5.2.11.C (*Cultural and Linguistic Programs and Committees*) of the Medi-Cal Contract.

- 2.2 Provider shall deliver contracted Community Supports in a timely manner, in accordance with Partnership's MOC, all Applicable Requirements, and the requirements set forth in this Agreement.
- 2.3 Provider shall maintain staffing that allows for timely, high-quality service delivery of the Community Supports that it is contracted to provide as set forth in Exhibit A.
- 2.4 Provider shall participate in all mandatory, Community Supports Provider-focused Community Supports training and technical assistance provided by Partnership, including in-person sessions, webinars, and/or calls, as necessary, in addition to meeting Network Provider training requirements described in Exhibit A, Attachment III, Subsection 3.2.5 (*Network Provider Training*) of the Medi-Cal Contract.
- 2.5 Provider shall comply with Partnership's Policies and Procedures, incorporated by reference herein.
- 2.6 Provider shall:
- a. Accept and act upon Member referrals from Partnership for Authorized Community Supports, unless Provider is at pre-determined capacity;
 - b. Conduct outreach to the referred Member for Authorized Community Supports as soon as possible, including by making best efforts to conduct initial outreach within 24 hours of assignment, if applicable;
 - c. Coordinate with other Providers in the Member's care team, including ECM Providers, if applicable, other Community Support Providers, and Partnership;
 - d. Comply with cultural competency and linguistic requirements required by Applicable Requirements, and in contract(s) with Partnership;
 - e. Comply with non-discrimination requirements set forth in Applicable Requirements and in this Agreement;
 - f. Adhere to compliance requirements set forth in Applicable Requirements and in this Agreement as well as all Community Supports program requirements.
 - g. Ensure the Member agrees to receive Community Supports; and
 - h. Obtain Member authorization to communicate electronically with the Member, Member's family legal guardians, Authorized Representatives, caregivers and other authorized support persons, if Provider intends to do so.
- 2.7 When federal and/or state law or DHCS APLs require authorization for data sharing, Provider shall obtain and/or document such authorization from each assigned Member, including sharing of protected health information (PHI), and shall confirm it has obtained such authorization to Partnership.
- 2.8 Provider may not require Member authorization for Community Supports-related data sharing for Provider to initiate delivery of Community Supports unless such authorization is required by federal law. Provider will be reimbursed only for Services that are Authorized by Partnership. In the event of a Member requesting Services not yet Authorized by Partnership, Provider shall send Prior Authorization request(s) to Partnership, unless a different agreement is in place (e.g., if Partnership has given Provider authority to authorize Community Supports directly).
- 2.9 If Community Supports is discontinued for any reason, Provider shall support transition planning for the Member into other programs or services that meet the Member's needs.
- 2.10 Provider is encouraged to identify additional Community Supports the Member may benefit from and send any additional request(s) for Community Supports to Partnership for Authorization.

- 2.11 Member Eligibility.** Provider will verify Medi-Cal Member eligibility with Partnership prior to rendering Services. Prior Authorization from Partnership is not a guarantee of Medi-Cal Member eligibility with Partnership or eligibility in the State Medi-Cal Program. 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.
- 2.12 Prior Authorization.** Provider will obtain referral and Prior Authorization when required before rendering Services to Partnership Member.
- 2.13 Accessibility and Hours of Services.** Provider shall provide Services to Medi-Cal Members on a readily available and accessible basis in accordance with Partnership policies and procedures as set forth in Partnership's Provider Manual during normal business hours at Provider's usual place of business.
- 2.14 Locations and Services.** This Agreement will apply to Services provided by Provider at any location set forth in this Agreement. Upon execution of this Agreement, if Provider renders Services at a location not listed in this Agreement, Provider understands that any new site(s) not listed in the Agreement may be added upon notice to Partnership of new site(s) and successful completion of Partnership's Credentialing requirements, as applicable. Further, any new site(s) added to this Agreement will be subject to the same reimbursement rates set forth in the Agreement.
- 2.15 Community Supports Provider Affiliate.** In the event Provider acquires or is acquired by, merges with or otherwise becomes affiliated with another Community Supports Provider that is currently contracted with Partnership, this Agreement, and the current agreement between Partnership and the other Community Supports 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.
- 2.16 Plan Directories and Updates.** Partnership shall be allowed to use the name of Provider and its subcontractors, if any, in its provider listings or directories and in other materials and marketing literature of Partnership, whether in paper or electronic form, without the prior consent of Provider or its subcontractor, which listings and directories may be made accessible on Partnership's website to the public, potential enrollees, Regulatory Agencies, and other providers, without any restrictions or limitations. To the extent required by Section 1367.27 of the California Health and Safety Code, or by other Applicable Requirements, Provider shall provide Partnership information as and when reasonably requested by Partnership, and no less frequently than every six (6) months, to update its provider directories. Provider shall report to Partnership any change to provider directory information, including Provider name or practice name, address, telephone number, hours and days when Provider's service location(s) is/are open; the services and benefits available and whether the office/facility can accommodate Members with physical disabilities; Provider's cultural and linguistic capabilities, including whether non-English languages and American Sign Language are offered either by the Provider or a skilled medical interpreter at the Provider's facility; and availability to accept new Members, within thirty (30) days of any such change or within thirty (30) days of any request of Partnership to provide updated Provider information, unless another time frame is mandated by Applicable Requirements or specified herein.

ARTICLE III - OBLIGATIONS OF PARTNERSHIP

3.1 Community Supports Program

- a. Partnership shall inform Members about Community Supports and how to access it.
- b. Partnership shall ensure accurate and up-to-date Member-level records are maintained for the Members Authorized for Community Supports.

c. Partnership shall notify Provider when Community Supports has been discontinued.

3.2 Authorization of Community Supports. Partnership shall ensure Community Supports and Urgent Community Supports Authorization or a decision not to Authorize occurs as soon as possible and in accordance with Applicable Requirements and the Provider Manual.

3.3 Assignment to a Community Supports Provider. Partnership shall ensure communication of the assignment of a Member to Provider as soon as possible following Community Supports Authorization. Partnership shall follow Member's preferences for a specific Community Supports Provider, if known, to the extent practicable.

ARTICLE IV - PAYMENT FOR COMMUNITY SUPPORTS

4.1 Provider shall record, generate, and send a claim or invoice to Partnership for Community Supports rendered.

- a. If Provider submits claims, Provider shall submit claims to Partnership using specifications based on national standards and code sets to be defined by DHCS.
- b. In the event Provider is unable to submit claims to Partnership for Community Supports using specifications based on national standards or DHCS-defined standard specifications and code sets, Provider shall submit invoices with an excel spreadsheet with the minimum necessary data elements defined by DHCS, or as defined in Partnership Policy which includes information about the Member, the Community Supports rendered, and Provider's information to support appropriate reimbursement by Partnership that will allow Partnership to convert Community Supports invoice information into DHCS-defined standard specifications and code sets for submission to DHCS. Upon receipt of such an invoice, Partnership shall document the Encounter for the Community Supports rendered.
- c. Provider will submit complete, timely, reasonable, and accurate claims or invoices, Provider Data, Encounter Data, and any other reports and data that Partnership might need, according to all Applicable Requirements for all Services rendered to Medi-Cal Members as described in Partnership's Provider Manual.
- d. All claims or invoices for reimbursement of Services must be submitted to Partnership as soon as possible, but no later than within three hundred and sixty-five (365) days from the date of Services. Claims or invoices received on the 366th day from the date of service will be denied. Partnership will make no exceptions or pro-rated payments beyond the twelve (12) month billing limit.

4.2 Provider shall not receive payment from Partnership for the provision of any Community Supports not authorized by Partnership.

4.3 Provider must have a system in place to accept payment from Partnership for Community Supports rendered.

- a. Partnership shall pay 90 percent of all Clean Claims and invoices within 30 calendar days of receipt and 99 percent of Clean Claims and invoices within 90 calendar days of receipt. The date of receipt shall be the date Partnership receives the claim, as indicated by its date stamp on the claim. The date of payment shall be the date on the check or other form of payment.
- b. Partnership shall provide expedited payments for Urgent Community Supports pursuant to its policies and procedures, Medi-Cal Contract, and any other related DHCS guidance. Partnership may also provide expedited payments for Urgent Community Supports at Partnership's discretion.

4.4 Overpayments or recoupments. Provider will report all overpayments directly to Partnership, repay all overpayments within sixty (60) days of the date the overpayment was identified, and notify Partnership in writing of the reason for the overpayment. (42 CFR section 438.608(d)(2)). Pursuant to 42 CFR Section 438.608(d) Partnership is required to report Provider overpayments to DHCS annually. Overpayment is any payment made to Provider by Partnership to which Provider is not entitled under Title XIX of the Social Security Act. Provider acknowledges and agrees that, if Partnership identifies the overpayment, Provider will

reimburse Partnership within thirty (30) Working Days of receipt of a timely written or electronic notice from Partnership of an overpayment, unless Provider contests such overpayment within thirty (30) Working Days in writing and identifies the portion of the overpayment being contested and the specific reasons for contesting the overpayment. Provider agrees that Partnership shall have the right to recover such uncontested amounts from Provider. If payment of uncontested recoupment is not received by Partnership within sixty (60) days from Partnership's mailing notice, Partnership reserves the right to recoupment or offset from current or future amounts due from Partnership to Provider.

- 4.5 **Entire Payment.** Provider will accept from Partnership compensation as payment in full and discharge of Partnership's financial liability. Services provided to Medi-Cal Members by Provider will be reimbursed as listed hereunder in those amounts set forth in Exhibit B to this Agreement and in accordance with Partnership's Provider Manual and policies and procedures. Provider will look only to Partnership for such compensation. Partnership has the sole authority to determine reimbursement policies and methodology of reimbursement under this Agreement, which includes reduction of reimbursement rates if rates from the State to Partnership are reduced by DHCS.

ARTICLE V - DATA SYSTEM REQUIREMENTS AND DATA SHARING TO SUPPORT COMMUNITY SUPPORTS

- 5.1 As part of the referral process, Partnership will ensure Provider has access to:
- a. Demographic and administrative information confirming the referred Member's eligibility and authorization for the requested Service;
 - b. Appropriate administrative, clinical, and social service information Provider might need in order to effectively provide the requested service; and
 - a. Billing information necessary to support Provider's ability to submit invoices to Partnership.
- 5.2 Partnership shall comply with all State and federal reporting requirements.
- 5.3 Partnership shall use defined federal and State standards, specifications, code sets, and terminologies when sharing physical, behavioral, social, and administrative data with Provider and with DHCS, to the extent practicable.
- 5.4 Partnership shall track Community Supports referrals and verify if the Authorized Service has been delivered to the Member. If the Member receiving Community Supports is also receiving Enhanced Care Management services, Partnership shall monitor to ensure that the ECM Provider tracks whether the Member receives the Authorized Service from Provider. Partnership shall also support Provider notification to Partnership and EMC Provider and Member's Primary Care Provider (PCP), as applicable, when a referral has been fulfilled, as described in Exhibit A, Attachment III, Subsection 4.5.9 (*Data System Requirements and Data Sharing to Support Community Supports*) of the Medi-Cal Contract.
- 5.5 Partnership will support Provider access to systems and processes allowing them to track and manage referrals for Community Supports and Member information.

ARTICLE VI - HOLD HARMLESS

- 6.1 Provider shall hold harmless both the State and the Member in the event Partnership, or another Partnership Subcontractor or Downstream Subcontractor as applicable, cannot or will not pay for Services performed by Provider pursuant to the terms of the Agreement.
- 6.2 Provider will not bill Members for Community Supports.

6.3 The terms of this Article VI shall survive the termination of this Agreement.

ARTICLE VII - QUALITY AND OVERSIGHT

- 7.1 Provider acknowledges Partnership will conduct oversight of its delivery of Community Supports to ensure the quality of Services rendered and ongoing compliance with all legal and contractual obligations both Partnership and the Provider have, including but not limited to, required reporting, audits, and corrective actions, among other oversight activities and Community Supports requirements set forth in the Medi-Cal Contract and applicable DHCS APLs, which are incorporated herein by this reference.
- 7.2 Provider shall respond to all Partnership requests for information and documentation to permit ongoing monitoring of Community Supports.
- 7.3 Provider shall be responsible for the same reporting requirements, as those Partnership must report to DHCS, including Encounter Data and other supplemental reporting, as applicable.
- 7.4 Failure of Provider to follow Partnership's Policies and Procedures, reporting requirements, sub contractual requirements, or Applicable Requirements, may result, at Partnership's option, in a corrective action plan or any sanctions incorporated in the Partnership Provider Manual or as set forth in Section 12.6.
- 7.5 Provider acknowledges that Partnership shall have the right to immediately withdraw Members from assignment to Provider in the event the health or safety of Members is jeopardized by the actions of Provider or by reason of Provider's failure to provide Services in accordance with Partnership's utilization management.

ARTICLE VIII - INDEPENDENT CONTRACTOR

- 8.1 It is understood and agreed that in the performance of the services in this Agreement, Provider is acting as an independent contractor and not as an agent or employee of, or partner, joint venture, or in any other relationship with Partnership. Provider agrees that its staff are not and will not become employees, agents, or principals of Partnership while this Agreement is in effect. Provider agrees that its staff are not entitled to the rights or benefits afforded to Partnership employees, including disability or unemployment, worker's compensation, medical insurance, sick leave, or any other employment benefit. Provider is responsible for providing its staff with disability or unemployment, worker's compensation, training, permits, certifications, and licenses for itself and staff.
- 8.2 Provider acknowledges that no income, social security, or other taxes will be withheld or accrued by Partnership. Provider is responsible for filing and payment when due of all income taxes including estimated taxes, incurred as a result of the compensation paid by Partnership for Services under this Agreement. On request, Provider will provide Partnership with proof of timely payment of taxes. Provider agrees to indemnify Partnership for any claims, cost losses, fees, penalties, interest or damages suffered by Provider resulting from Provider's failure to comply with this provision.

ARTICLE IX - CONFIDENTIALITY

- 9.1 As used in this Agreement, "Confidential Information" means all confidential and proprietary information of a Party ("Disclosing Party") disclosed to the other Party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement (including pricing and other terms reflected in all SOWs under this Agreement), business and marketing plans, technology and technical information, product designs, and business processes, including information

concerning or obtained from patients, customers, Community Supports Providers and other third Parties. Confidential Information does not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party. The Receiving Party may not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission and the Receiving Party must restrict access to such Confidential Information to personnel within its organization other than employees who need such access in order to perform obligations contemplated under this Agreement. The Receiving Party agrees to protect the confidentiality of the Confidential Information of the other Party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event will either Party exercise less than reasonable care in protecting the Confidential Information.

9.2 Provider shall abide by confidentiality policies and professional ethics concerning patient medical information, including the privacy and security laws and regulations set forth in Applicable Requirements, including, but not limited to, HIPAA, HITECH Act, and CMIA.

9.3 With respect to any identifiable information concerning a Medi-Cal Member under this Agreement that is obtained by Provider: Provider (1) will not use any such information for any purpose other than carrying out the express terms of the Agreement; (2) will promptly transmit to Partnership all requests for disclosure of such information; (3) will not disclose except as otherwise specifically permitted by the Agreement, any such information to any party other than DHCS without prior written authorization from Partnership 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; and (4) will, at the expiration or termination of the Agreement, return all such information to Partnership or maintain such information according to written procedures of Partnership.

9.4 Provider will not disclose the payment provisions of this Agreement except as may be required by law.

ARTICLE X - INDEMNIFICATION AND INSURANCE

10.1 Provider accepts all responsibility for loss or damage to any person or entity, and to indemnify, hold harmless and defend Partnership, its agents and employees from and against any and all actions, claims, damages, disabilities or expenses including attorneys' fees, experts' fees, and witness costs that may be asserted by any person or entity, arising out of or in connection with the activities of Provider, its Subcontractors or employees provided for herein, but excluding any and all actions, claims, damages, liabilities or expenses due to the sole negligence or willful misconduct of Partnership. This indemnification obligation is not limited in any way by any limitation of the amount or type of damages, or compensation payable by or for Provider or its Subcontractors under workers' compensation acts, disability benefits acts, or other employee benefit acts.

10.2 Provider will maintain worker's compensation insurance in the amount required by law, comprehensive general liability insurance with coverage in the amount of \$1,000,000 each occurrence and \$2,000,000 in general aggregate, and professional liability coverage in the amount of \$1,000,000 per each occurrence and \$2,000,000 in general aggregate. Partnership must be listed as an additional insured with a waiver of subrogation in favor of Partnership. Provider acknowledges that specific projects may require they obtain additional insurance. Provider shall provide details about the additional insurance on the applicable Statement of Work, if necessary. Provider shall notify Partnership at least 30 days in advance of any insurance cancellations. Upon request, Provider shall provide Partnership with a certificate of insurance evidencing required coverage. These indemnification provisions are independent of and may not in any way be limited by the Insurance requirements

of this Agreement. Partnership's approval of the insurance required by this Agreement does not in any way relieve the Provider from liability under this section.

ARTICLE XI - TERM, TERMINATION, AND AMENDMENT

11.1 TERM. The term of this Agreement begins on the Effective Date; provided, however, Provider shall not provide Services hereunder until Provider has satisfactorily completed the Partnership provider credentialing process, if applicable. This Agreement shall remain in effect until cancelled by either party hereto by giving the other party thirty (30) days written notice. 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 or within DHCS' estimated date of completion, whichever is later, may be used at Partnership's sole risk and subject to possible subsequent disapproval by DHCS.

11.2 TERMINATION WITH CAUSE. In the event of a material breach by either Party, other than those material breaches set forth in Section 11.2, Immediate Termination by Partnership, the non-breaching Party, may terminate this Agreement by providing thirty (30) days written notice of the material breach of this Agreement to the breaching Party setting forth the reasons for such termination, provided, however, that if the breaching Party cures such breach during the thirty (30) day period, then this Agreement will not be terminated because of such breach unless the breach is not subject to cure.

11.3 TERMINATION WITHOUT CAUSE. This Agreement may be terminated by either Party, without cause, by providing ninety (90) days written notice of their intent to terminate and/or renegotiate this Agreement. Termination of this Agreement by either Party will not act as a waiver of any breach of this Agreement and will not act as a release of either Party from any liability for breach of such Party's obligations under this Agreement.

11.4 AMENDMENT. Except as may otherwise specified in this Agreement and its exhibits, the Agreement may be amended only by both Parties agreeing to the amendment in writing, and must be executed by a duly authorized person of each Party. Partnership will inform Provider of prospective requirements added by federal or State law or DHCS that apply to the Medi-Cal Contract before the requirements become effective and Provider agrees to comply with the new requirements within thirty (30) calendar days of the new requirements effective date, unless otherwise instructed by DHCS.

- a. Amendments to this Agreement will be submitted to DHCS for approval before use. Proposed changes that are neither approved nor disapproved by DHCS within sixty (60) calendar days after DHCS has acknowledged receipt or within DHCS' estimated date of completion, whichever is later, may be used at Partnership's sole risk and subject to possible subsequent disapproval by DHCS.
- b. In the event a change in law, regulation or the Medi-Cal Contract requires an amendment to this Agreement, Provider's refusal to accept such amendment will constitute reasonable cause for Partnership to terminate this Agreement pursuant to the termination provisions hereof.

11.5 SURVIVAL OF TERMS. 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. Any provisions of this Agreement which by nature, extend beyond the expiration, or termination of this Agreement, and those provisions that are expressly stated to survive termination, will survive the termination of this Agreement, and will remain in effect until all such obligations are satisfied. The following obligations of Provider will survive the termination of this Agreement regardless of the cause giving rise to termination and will be construed for the benefit of the Medi-Cal Member: Section 4.4 Overpayments or Recoupments; Article

VI Member Hold Harmless; Article X Indemnification and Insurance; Section 11.6 Continuity of Care Following Termination; and Section 12.2 Access to Records.

11.6 CONTINUITY OF CARE FOLLOWING TERMINATION. Provider agrees to assist Partnership in the orderly transfer of Medi-Cal Members to another Community Supports Provider of their choice or to whom they are referred. Furthermore, Provider shall assist Partnership as applicable in the transfer of a Member's care as needed and in accordance with Exhibit E, Section 1.17 (*Phaseout Requirements*) of the Medi-Cal Contract, in the event of termination of the Medi-Cal Contract for any reason. Should this Agreement be terminated, Provider will, at Partnership's option, continue to provide Services to Medi-Cal Members who are under the care of Provider at the time of termination until the Services being rendered to the Medi-Cal Members by Provider are completed, unless Partnership has made appropriate provisions for the assumption of such services by another Community Supports Provider. Provider agrees to accept payment at the contract rate in place at the time of termination, which shall apply for up to six months following termination of the Agreement, and agrees to adhere to Partnership policies and procedures.

11.7 TERMINATION NOT AN EXCLUSIVE REMEDY. Any termination by either Party is not meant as an exclusive remedy and such terminating Party may seek whatever action in law or equity as may be necessary to enforce its rights under this Agreement.

ARTICLE XII - OTHER PROVISIONS

12.1 NON-EXCLUSIVITY. Nothing in this Agreement shall prohibits Partnership from seeking similar services from other companies, including signing an agreement with another similar company that would be considered competition. Provider agrees this will not be a conflict of interest.

12.2 ACCESS TO RECORDS.

12.2.1 Provider shall permit Partnership, any of Partnership's duly authorized representatives, and Regulatory Agencies, including, but not limited to, DHCS, the Department of Health Services, CMS, DHHS, DOJ, DMFEA, DMHC, or their designees to examine and audit all directly permitted books, documents, papers, records, computer, and other electronic systems of Provider involving transactions related to the Services outlined and included in this Agreement for the purpose of making audits, evaluations, examinations, excerpts and transcripts. Provider shall maintain records for a period of ten (10) years after the final date of the Medi-Cal Contract period or from the date of completion of any audit, whichever is later. Partnership shall give Provider thirty (30) days written notice of such request(s) unless a shorter timeframe is required for access by a Regulatory Agency. Provider agrees to timely gather, preserve, and provide to Regulatory Agencies, including, but not limited to, DHCS, CMS, and DMFEA, any records in Provider's possession, in accordance with Exhibit E, Section 1.27 (*Litigation Support*) of the Medi-Cal Contract.

12.3 NON-DISCRIMINATION.

a. **Medi-Cal Members.** Provider shall comply with all laws and regulations applicable to its operations and to the provision of services hereunder. Provider shall not discriminate against Members on the basis of race, color, creed, religion, language, sex, gender, gender identity, gender expression, marital status, political affiliation, ancestry, sexual orientation, sexual preference, national origin, ethnic group identification, health status, age, physical or mental disability, medical condition (including cancer), genetic information, pregnancy, childbirth, or related medical conditions, veteran's status, income, source of payment, or identification with any other persons or groups defined in Penal Code 422.56, or status as a Member of Partnership, or filing a complaint as a Member of Partnership. Members may exercise their patient rights without adversely affecting how they are treated by Provider. Provider shall not condition

treatment or otherwise discriminate on the basis of whether a Member has executed an advance directive. Provider shall fully comply with all Applicable Requirements that prohibit discrimination, including, but not limited to, Title I and II of the Age Discrimination Act of 1975, Section 504 of the Rehabilitation Act, of 1973, 45 C.F.R. Part 80 and 84, Title 28 CFR Part 36, Title IX of the Educational Amendments of 1973, California Government Code Sections 7405 and 11135, California Confidentiality of Medical Information Act at Civil Code Section 51 et seq., the Unruh Civil Rights Act, W&I Code section 14029.91, Title VI of the Civil Rights Act of 1964, 42 United States Code (USC) Section 2000(d), Section 1557 of the Patient Protection and Affordable Care Act, and all rules and regulations promulgated pursuant thereto. Discrimination includes, but is not limited to, denying any Member any Community Supports or availability of a facility; providing to a Member any Community Supports 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 Community Supports; restricting a Member in any way in the enjoyment of any advantage or privilege enjoyed by others receiving many Community Supports, 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 Community Supports; the assignment of times or places for the provision of services on the basis of the sex, race, color, religion, ancestry, national origin, creed, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sexual orientation, identification with any other persons or groups defined in Penal Code section 422.56, or any other protected category of the Members to be served; utilizing criteria or methods of administration which have the effect of subjecting individuals to discrimination; failing to make auxiliary aids available, or to make reasonable accommodations in policies, practices, or procedures, when necessary to avoid discrimination on the basis of disability; and failing to ensure meaningful access to programs and activities for Limited English Proficient (LEP) Members and potential Members.

- i. For the purpose of this Section 12.3, genetic information includes the carrying of a gene, which may, under some circumstances, be associated with disability in that person's offspring, but which causes no adverse effects on the carrier. Such genes include, but are not limited to, Tay-Sachs trait, sickle-cell trait, Thalassemia trait, and X-linked hemophilia.
- b. **Employees or applicants for employment.** Provider and its subcontractors will not unlawfully discriminate or harass against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, ethnic group identification, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age, marital status, use of family care leave, identification with any other persons or groups defined in Penal Code 422.56, or other protected status, and any other characteristics covered under state and federal law. Provider and its subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. 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. Provider will give notice of Provider's obligations under this Section to labor organizations with which Provider has a collective bargaining or other agreement.

12.4 NOTICES. Notices to the Parties in connection with the provisions of this Agreement shall be given either by electronic mail, fax, or by regular mail or overnight courier addressed as follows:

Sonja Bjork, CEO
Partnership HealthPlan of California
4665 Business Center Drive
Fairfield, CA 94534

Honey Touvell, Program Manager
County of Tehama dba Community Action
Agency
310 S Main St.
Red Bluff, CA 96080

12.5 COMPLIANCE WITH LAW. Partnership with good cause, may impose and enforce administrative and/or financial sanctions, corrective action, and/or penalties against Provider due to non-compliance or failure to comply with applicable federal or state statutes, regulations, rules, contractual obligations, and as applicable, Partnership policies and procedures as solely determined by Partnership.

12.6 CORRECTIVE ACTION AND NOTIFICATION OF SANCTIONS. Partnership will provide written notice outlining the specific reasons, in Partnership's determination; Provider is in non-compliance of this Agreement. Required actions for Provider to cure the breach through corrective action will be set forth in the written notice. In the event Provider fails to cure those specific claims set forth by Partnership within twenty (20) days of the receipt of the notice, Partnership reserves the right to impose an administrative and/or financial sanctions and/or penalties against Provider up to and including termination of the Agreement immediately upon notice to Provider. Partnership shall notify the affected in writing twenty (20) days prior to the implementation date of any administrative sanction and thirty (30) days prior to the implementation date of any financial sanction. Such notice shall include:

- a. Effective date;
- b. Detailed findings of non-compliance;
- c. Reference to the applicable statutory, regulatory, contractual, Partnership policy and procedures, or other requirements that are the basis of the findings;
- d. Detailed information describing the sanction(s);
- e. Timeframes by which the organization or individual shall be required to achieve compliance, as applicable;
- f. Indication that Partnership may impose additional sanctions if compliance is not achieved in the manner and time frame specified;
- g. Providers notice shall include their right to file a complaint (grievance) in accordance with Partnership policy and procedure MPPRGR210 Provider Grievance; and
- h. Nonprovider entities notice shall include their right to file a complaint under the terms of their agreement with Partnership.

12.7 FEDERAL AND STATE PROGRAM ELIGIBILITY. Provider, to the best of its knowledge represents that neither it nor any of its employees have been or currently are under investigation for any violations of the various provisions or laws governing Medicare, Medicaid, any federally funded health care benefit program and/or any private health care benefit program which could lead to exclusion from such programs; and neither it nor any of its employees or agents has ever (1) been convicted of; (a) any offense related to the delivery of an item or service under Medicare, Medicaid, any private health care benefit program or any federally funded program; (b) a criminal offense relating to neglect or abuse of patients in connection with the delivery of a health care item or service; (c) fraud, theft, embezzlement, or other financial misconduct in connection with the delivery of a health care item or service; (d) obstructing an investigation of any crime referred to in (a), (b), or (c) above; or (e) unlawful manufacture, distribution, prescription or dispensing of a controlled substance; (2) been required to pay any civil monetary penalty regarding false, fraudulent or impermissible claims under, or payment to induce a reduction or limitation of health care services to beneficiaries of, any state, federal or private health care benefit program or any other federally funded program.

12.8 FRAUD, WASTE, and ABUSE. Provider shall implement and maintain policies and procedures designed to detect and prevent fraud, waste, and abuse as outlined in 42 CFR 438.608. Provider is responsible for reporting

all cases of suspected fraud, waste, and abuse, as defined in 42 CFR Section 455.2 where there is reason to believe that an incident of fraud and/or abuse has occurred by Medi-Cal Members or by providers. Provider shall report cases of suspected or confirmed fraud, waste, or abuse to Partnership immediately upon discovery, but no later than ten (10) days. Provider agrees to cooperate with any investigations under this section and provide DHCS and/or Partnership any documentation, reports or records deemed relevant to the investigation in accordance with Exhibit A, Attachment III, Subsection 1.3.2.D (*Contractor's Reporting Obligations*) and Subsection 1.3.2.D.6) (*Confidentiality*) of the Medi-Cal Contract.

12.9 WAIVER/ESTOPPEL. Nothing in this Agreement is considered to be waived by any Party, unless the Party claiming the waiver receives the waiver in writing. No breach of the Agreement is considered to be waived unless the non-breaching Party waives it in writing. A waiver of one provision does not constitute a waiver of any other. A failure of either Party to enforce at any time any of the provisions of this Agreement, or to exercise any option which is herein provided in this Agreement, will in no way be construed to be a waiver of such provision of this Agreement.

12.10 FORCE MAJEURE. Each Party will take commercially reasonable steps to prevent and recover from disruptive events that are beyond its control and represents that it has backup systems in place in case of emergencies or natural disasters. If either Party is wholly or in part, unable to perform any or part of its duties or functions under this Agreement because an act of war, riot, terrorist action, weather-related disaster, earthquake, public health emergency, governmental action, unavailability or breakdown of equipment, or other industrial disturbance which is beyond the reasonable control of the Party obligated to perform and which by the exercise of reasonable diligence such Party is unable to prevent (each a "Force Majeure Event"), then, and only upon giving the other Party notice by telephone, facsimile, e-mail, or in writing within a reasonable time frame and in reasonably full detail of the Force Majeure Event, such Party's duties or functions will be suspended during such inability; provided, however, that in the event that a Force Majeure Event delays such Party's performance more than thirty (30) days following the date on which notice was given to the other Party of the Force Majeure Event, the other Party may terminate this Agreement. Neither Party will be liable to the other for any damages caused or occasioned by a Force Majeure Event. Government actions resulting from matters that are subject to the control of the Party will not be deemed Force Majeure Events.

12.11 ASSIGNMENT AND DELEGATION. Provider shall not assign, sublet, or transfer any interest in or duty under this Agreement without written consent of Partnership and DHCS, and no assignment shall be of any force or effect whatsoever unless and until Partnership shall have so consented in writing. Provider agrees that the assignment or delegation of this Agreement shall void unless prior written approval is obtained by DHCS. Provider shall make sure those employees properly perform their responsibilities under this Agreement.

12.12 DISPUTE RESOLUTION.

- a. In the event that any dispute, claim, or controversy of any kind or nature relating to this Agreement arise between the Parties, the Parties agree to meet and make a good faith effort to resolve the dispute.
- b. Any dispute or controversy arising under or in connection with this Agreement, or the breach thereof, or the commercial or economic relationship of the Parties hereto unresolved by the mechanisms above shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award will be rendered by the arbitrator, and may be entered in any court having jurisdiction thereof. The arbitration will be governed by the U.S. Arbitration Act 9 U.S.C. 33 1-16, to the exclusion of any provisions of state law inconsistent therewith or which would produce a different result. The arbitration is to take place in Solano County and by a single arbitrator knowledgeable in health care administration. The arbitrator shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected pursuant to California Code of Civil Procedure Sections 1286.2 or 1286.6 for such error. The arbitrator(s) shall have the power to grant all legal and

equitable remedies available under California law, including but not limited to, preliminary and permanent private injunctions, specific performance, reformation, cancellation, accounting and compensatory damages; provided, however, that the arbitrator(s) shall not be empowered to award punitive damages, penalties, forfeitures or attorney's fees. Each party shall be responsible for their own attorney fees. The party against whom the award is rendered will pay any monetary award and/or comply with any other order of the arbitrator within sixty (60) days of the entry of judgment on the award, or take an appeal pursuant to the provisions of the California Civil Code. Notwithstanding the dispute resolution process herein, all disputes are subject to the provisions of the California Government Claims Act (Government Code § 905 et seq.).

12.13 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the Medi-Cal Contract, the Applicable Requirements, including, but not limited to, 42 CFR Section 438.230, the Knox-Keene Health Care Service Plan Act of 1975 as codified in H&S Code section 1340 *et seq.* (unless otherwise excluded under the Medi-Cal Contract), 28 CFR Section 1300.43 *et seq.*, W&I Code section 14000 *et seq.*, and 22 CCR sections 53800 *et seq.*, 22 CCR sections 53900 *et seq.* Each party represents and warrants that it is currently, and for the duration of this Agreement will remain in compliance with all applicable local, State and federal laws and regulations. The validity, construction, interpretation and enforcement of this Agreement will be governed by the laws of the State of California, the United States of America, and the contractual obligations of Partnership. Partnership and Provider agree to comply with all Applicable Requirements and the Medi-Cal Managed Care Program.

12.14 ENTIRE AGREEMENT. This Agreement and its attachments, constitutes the entire agreement between the Parties governing the subject matter of this Agreement. This Agreement replaces any prior written or oral communications or agreements between the Parties relating to the subject matter of this Agreement.

12.15 SEVERABILITY. The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provision of this Agreement, which will remain in full force and effect.

12.16 COUNTERPARTS. This Agreement may be executed by electronic signature or in one or more counterparts, each of which will be deemed an original, but all of which, together, shall constitutes one agreement.

IN WITNESS THEREOF, the Parties have caused their duly authorized representatives to execute this Agreement.

**PARTNERSHIP HEALTHPLAN
OF CALIFORNIA**

Signed by:
By: Sonja Bjork
10A81AB5333C440...
Name: Sonja Bjork
Title: CEO
Date: 11/9/2025

**COUNTY OF TEHAMA dba COMMUNITY
ACTION AGENCY**

By: [Signature]
Name: Bekkie F. Emery
Title: Director
Date: 10/24/25

EXHIBIT A – DHCS PRE-APPROVED COMMUNITY SUPPORTS

Pursuant to the terms of this Agreement, Provider shall provide the following DHCS Pre-Approved Community Supports to Members (check as applicable):

- i. ☒ Housing Transition Navigation Services
- ii. ☒ Housing Deposits
- iii. ☒ Housing Tenancy and Sustaining Services
- iv. ☐ Short-Term Post-Hospitalization Housing
- v. ☐ Recuperative Care (Medical Respite)
- vi. ☐ Respite Services
- vii. ☐ Day Habilitation Programs
- viii. ☐ Nursing Facility Transition/Diversion to Assisted Living Facilities, such as Residential Care Facilities for Elderly (RCFE) and Adult Residential Facilities (ARF)
- ix. ☐ Community Transition Services/Nursing Facility Transition to a Home
- x. ☐ Personal Care and Homemaker Services
- xi. ☐ Environmental Accessibility Adaptations (Home Modifications)
- xii. ☐ Meals/Medically Tailored Meals
- xiii. ☐ Sobering Centers
- xiv. ☐ Asthma Remediation

EXHIBIT B – COMMUNITY SUPPORTS FEE SCHEDULE

COUNTY OF TEHAMA dba COMMUNITY ACTION AGENCY

EFFECTIVE DATE: August 1, 2025

COMMUNITY SUPPORTS SERVICES

Community Supports services will be reimbursed on a Fee-For-Service (FFS) basis in accordance with the approved Treatment Authorization Request (TAR) on file.

Service	Rate	Frequency
Housing Transition Navigation Services	\$386.00	Once Per Month
Housing Deposits	Up to \$5,000.00	Once Per Lifetime
Housing Tenancy and Sustaining Services	\$222.00	Up to Two (2) Units Per Month

Refer to the Provider Manual for additional billing criteria at www.Partnershiphp.org

EXHIBIT C – DATA SHARING AGREEMENT

RECITALS

WHEREAS, Partnership HealthPlan of California (Partnership) is a county organized health system (COHS) contracted with the State of California Department of Health Services to develop and maintain a health delivery system for assigned Medi-Cal Beneficiaries (Members) in several counties in Northern California.

WHEREAS, County of Tehama dba Community Action Agency is an entity with experience and/or training providing one or more of the Community Supports approved by DHCS to the identified Members.

FURTHERMORE, County of Tehama dba Community Action Agency is a contracted provider in good standing with Partnership.

WHEREAS, both Parties desire to implement and participate in a two-way Data Sharing Agreement (“DSA”) to act as both a Data Provider and a Data Recipient in that each has agreed to provide and obtain patient data (Medi-Cal data file(s)) through a direct exchange with the focus on treatment purposes for identified Members.

WHEREAS, to ensure the integrity, security, and confidentiality of such data and to permit only appropriate disclosure and use as may be permitted by law, Partnership and County of Tehama dba Community Action Agency (also referred to as “Party”, “Parties”) enter into this DSA to comply with the following specific sections. This DSA shall be binding on any successors to the Parties.

AGREEMENT FOR DISCLOSURE AND USE OF DATA AND DOCUMENTS

1. This DSA is by and between Partnership HealthPlan of California (Partnership) and County of Tehama dba Community Action Agency and is effective August 1, 2025.
2. This DSA addresses the conditions under which the Parties will disclose and the User(s) of each Party will obtain and use Medi-Cal data file(s). This DSA supplements any agreements between the Parties with respect to the use of information from data and overrides any contrary instructions, directions, agreements, or other understandings with respect to the data specified in this DSA not contained in the Master Services Agreement to which this is an Exhibit, the Medi-Cal Contract, and the Applicable Requirements. The terms of this DSA may be changed only by a written modification to this DSA or by the Parties entering into a new agreement. The Parties agree further that instructions or interpretations issued to the User(s) of each Party concerning this DSA, and the data specified herein in Exhibits C-1 and C-2 to be shared, shall not be valid unless issued in writing by each Party’s point-of-contact specified in Section 4 or the signatories to this DSA.
3. The parties mutually agree that the following named individuals are designated as “Custodians of the Files” on behalf of the user(s) and shall be responsible for the observance of all conditions of use and for establishment

and maintenance of security arrangements as specified in this DSA to prevent unauthorized use or disclosure. The Parties agree to notify the other Party within fifteen (15) days of any change to the custodianship information.

Partnership HealthPlan of California
Name of Custodian of Files Title/Component Tina Buop, CIO
Company Address 4665 Business Center Dr.
City/State/Zip Fairfield, CA 94534
Phone Number/Email Address 707-366-3825 / tbuop@partnershiphp.org

County of Tehama dba Community Action Agency
Name of Custodian of Files Title/Component Honey Touvell
Company Address 310 S Main St.
City/State/Zip Red Bluff, CA, 96080
Phone Number/Email Address 530-528-5410

4. The Parties mutually agree that the following named individual(s) will be designated as “point-of-contact” for the Agreement on behalf of each Party.

Partnership HealthPlan of California
Name of Designated Individual and Title Sonja Bjork, CEO
Direct Phone Line

707-419-7931
Direct Email Address Direct Email Address sbjork@partnershiphp.org

County of Tehama dba Community Action Agency
Name of Designated Individual and Title Bekkie Emery, Director
Direct Phone Line 530-528-4078
Direct Email Address Bemery@tcdss.org

5. The Parties mutually agree that the following specified Exhibits are part of this DSA:

Exhibit C-1 – (Inbound Data)

Exhibit C-2 – (Outbound Data)

This DSA will terminate on the expiration date of the Agreement, or on the date Partnership terminates the Community Supports Master Services Agreement with County of Tehama dba Community Action Agency, or when the Parties agree the data sharing is no longer needed as part of continuing healthcare operations, as set forth in this Exhibit C.

6. The data specified in this DSA constitutes Protected Health Information (PHI), including protected health information in electronic media (ePHI), under federal law, and personal information (PI) under state law. The parties mutually agree that the creation, receipt, maintenance, transmittal, and disclosure of data from Partnership containing PHI or PI shall be subject to the provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its implementing regulations, as amended by the Health Information Technology for Economic and Clinical Health Act (“HITECH”) enacted as part of the American Recovery and Reinvestment Act of 2009, (collectively, “the HIPAA Rules”), California Confidentiality of Medical Information Act, California Health and Safety Code 1280.15, California Civil Code § 56 et. seq., and California Civil Code 1798 et. seq., 42 CFR Part 2, and the provisions of other applicable federal and state law. The User(s) specifically agree they will not use the Exhibit C data for any purpose other than that authorized in this DSA. The User(s) also specifically agree they will not use any Partnership data, by itself or in combination with any other data from any source, whether publicly available or not, to individually identify any person to anyone other than Partnership as provided in this DSA.

7. The following definitions shall apply to this DSA. The terms used in this DSA, but not otherwise defined, shall have the same meanings as those terms have in the HIPAA regulations or other applicable law. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.
 - a. Breach shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, the Final Omnibus Rule, and the California Information Practices Act.
 - b. Individually Identifiable Health Information means health information, including demographic information collected from an individual, that is created or received by a health care provider, health plan, employer, or health care clearinghouse, and 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, that identifies the individual or where there is a reasonable basis to believe the information can be used to identify the individual, as set forth under 45 CFR section 160.103.
 - c. Personal Information (PI) shall have the meaning given to such term in Civil Code section 1798.29.
 - d. Protected Health Information (PHI) means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as set forth under 45 CFR section 160.103.
 - e. Required by law, as set forth under 45 CFR section 164.103, means a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas, or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
 - f. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PI, or confidential data that is essential to the ongoing operation of the User's organization and intended for internal use; or interference with system operations in an information system.
 - g. Unsecured PHI shall have the meaning given to such term under the HITECH Act, any guidance issued pursuant to such Act including, but not limited to, 42 USC section 17932(h), the HIPAA regulations and the Final Omnibus Rule.
8. The Parties represent and warrant that, except as authorized in writing and agreed upon by both Parties, the User(s) shall not disclose, release, reveal, show, sell, rent, lease, loan, or otherwise grant access to the data covered by this DSA to any person, company, or organization. The Parties agree that, within each Party's organizations, access to the data covered by this DSA shall be limited to the minimum number of individuals

(User(s)) necessary to achieve the purpose stated in this DSA or Exhibit C-1 and Exhibit C-2 and to those individuals on a need-to-know basis only. The user(s) shall not use or further disclose the information other than is permitted by this DSA or as otherwise required by law. The user(s) shall not use the information to identify or contact any individuals.

9. The Parties agree to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or access to it. The safeguards shall provide a level and scope of security that is not less than the level and scope of security established in HIPAA and the HITECH, and the Final Omnibus Rule as set forth in 45 CFR, parts 160, 162 and 164 of the HIPAA Privacy and Security Regulations. The Parties also agree to provide 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, which sets forth guidelines for automated information systems in Federal agencies. In addition, the Parties agree to comply with the specific security controls enumerated in Exhibit D of this DSA. The Parties also agree to ensure that any agents, including a subcontractor, to whom they provide Partnership data, agree to the same requirements for privacy and security safeguards for confidential data that apply to the Parties with respect to such information.
10. The Parties acknowledge that in addition to the requirements of this DSA they must also abide by the privacy and disclosure laws and regulations under 45 CFR Parts 160 and 164 of the HIPAA regulations, section 14100.2 of the California Welfare & Institutions Code, Civil Code section 1798.3 et. seq., and the Alcohol and Drug Abuse patient records confidentiality law 42 CFR Part 2, as well as any other applicable state or federal law or regulation. 42 CFR section 2.1(b)(2)(B) allows for the disclosure of such records to qualified personnel for the purpose of conducting management or financial audits, or program evaluation. 42 CFR Section 2.53(d) provides that patient identifying information disclosed under this section may be disclosed only back to the program from which it was obtained and used only to carry out an audit or evaluation purpose or to investigate or prosecute criminal or other activities, as authorized by an appropriate court order. The Parties also agree to ensure that any agents, including a subcontractor, to whom they provide the Partnership data, agree to the same restrictions and conditions that apply to each Party with respect to such information.
11. The Parties agree to report to the other any use or disclosure of the information not provided for by this DSA of which it becomes aware, immediately upon discovery, and to take further action regarding the use or disclosure as specified in Exhibit D, Business Associate Agreement.
12. The Parties agree to train and use reasonable measures to ensure compliance with the requirements of this DSA by employees who assist in the performance of functions or activities under this DSA and use or disclose data, and to discipline such employees who intentionally violate any provisions of this DSA, including by termination of employment. In complying with the provisions of this section, the Parties shall observe the following requirements:
 - a. The Parties shall provide information privacy and security training, at least annually, at its own expense, to all its employees who assist in the performance of functions or activities under this DSA and use or disclose data; and

- b. The Parties shall require each employee who receives information privacy and security training to sign a certification, indicating the employee's name and the date on which the training was completed.
13. From time to time, Partnership may, upon prior written notice and at mutually convenient times, inspect the facilities, systems, books, and records of County of Tehama dba Community Action Agency to monitor compliance with this DSA. County of Tehama dba Community Action Agency shall promptly remedy any violation of any provision of this DSA and shall certify the same to the Partnership Privacy Officer in writing. The fact that Partnership inspects, or fails to inspect, or has the right to inspect, County of Tehama dba Community Action Agency facilities, systems and procedures does not relieve County of Tehama dba Community Action Agency of their responsibility to comply with this DSA.
14. From time to time, County of Tehama dba Community Action Agency may, upon prior written notice and at mutually convenient times, inspect the facilities, systems, books and records of Partnership to monitor compliance with this DSA. Partnership shall promptly remedy any violation of any provision of this DSA and shall certify the same to the County of Tehama dba Community Action Agency Privacy Officer in writing. The fact that County of Tehama dba Community Action Agency inspects, or fails to inspect, or has the right to inspect Partnership facilities, systems and procedures does not relieve Partnership of their responsibility to comply with this DSA.
15. The Parties acknowledge that penalties under 45 CFR, parts 160, 162, and 164 of the HIPAA regulations, and section 14100.2 of the California Welfare & Institutions Code, including possible fines and imprisonment, may apply with respect to any disclosure of information in the file(s) that is inconsistent with the terms of this DSA. The User(s) further acknowledge that criminal penalties under the Confidentiality of Medical Information Act (Civ. Code § 56) may apply if it is determined that the User(s), or any individual employed or affiliated therewith, knowingly and willfully obtained any data under false pretenses.
16. By signing this DSA, the Parties agree to abide by all provisions set out in this DSA and in Exhibit D and for protection of the data file(s) specified in this DSA, and acknowledge having received notice of potential criminal, administrative, or civil penalties for violation of the terms of the DSA. Further, the Parties agree that any material violations of the terms of this DSA or any of the laws and regulations governing the use of data may result in denial of access to data to the Party in breach of the DSA.
17. This DSA shall remain in effect both during the term of the project, and during continuing operations of the project defined in Exhibit D. If there comes a time when there is no longer a requirement for the data sharing to continue, then this DSA will terminate, and at that time all data provided by Partnership must be destroyed, in accordance with 45 CFR Parts 160 and 164 of the HIPAA regulations and a certificate of destruction sent to the Partnership representative named in Section 4, unless data has been destroyed prior to the termination date and a certificate of destruction sent to Partnership. All representations, warranties, and certifications shall survive termination.
18. Termination for Cause. Upon a Party's knowledge of a material breach or violation of this DSA by the other

Party, said Party may provide an opportunity for the breaching Party to cure the breach or end the violation and may terminate this DSA if the breaching Party does not cure the breach or end the violation within the time specified by said Party, said Party may terminate this DSA immediately if the breaching Party breaches a material term and said Party determines, in its sole discretion, that a cure is not possible or available under the circumstances. Upon termination of this DSA, the breaching Party must destroy all PHI and PI in accordance with 45 CFR Parts 160 and 164 of the HIPAA regulations. The provisions of this DSA governing the privacy and security of the PHI and PCI shall remain in effect until all PHI and PI is destroyed or returned to said Party.

19. This DSA may be signed in counterpart and all parts taken together shall constitute one agreement.

On behalf of Partnership and County of Tehama dba Community Action Agency the undersigned individual, hereby attests that he or she is authorized to enter into this DSA and agrees to all the terms specified herein.

**PARTNERSHIP HEALTHPLAN
OF CALIFORNIA**

Signed by:
By: Sonja Bjork
10A81AB5333C440...
Name: Sonja Bjork
Title: CEO
Date: 11/9/2025

**COUNTY OF TEHAMA dba COMMUNITY
ACTION AGENCY**

By: [Signature]
Name: Bekkie F. Emery
Title: Director
Date: 10/24/25

EXHIBIT C-1 – REQUEST FOR CLINICAL DATA (INBOUND)

Partnership HealthPlan of California (Partnership) Request for Clinical Data (Inbound)
Project Background and Scope

Background

Partnership HealthPlan of California coordinates the health care of its members. To do this, Partnership maintains information about its members, such as the lab results, the medications they are taking, and the treatment they are receiving. Partnership’s competencies in core health care operations include claims adjudication, utilization management, care coordination, quality improvement, cost avoidance and many more. Partnership is engaged in coordinating and managing health care and related services of its members by consulting between health care providers and in referring its members to other health services. Partnership conducts quality assessment and improvement activities to improve member health, and to reduce overall health care costs. Partnership is also involved in other health care operations activities listed under 45 CFR 164.506.

Purpose

The purpose of Partnership’s request for clinical data is to receive and store all clinical data in a central data repository so it can be used to improve quality of care, reduce cost of care, and improve efficiency and coordination of care with the help of most current summary of care records and enhanced quality of reporting and analytics.

Scope

The scope of Partnership’s request for Clinical Data includes the following list of data types as applicable to services rendered by County of Tehama dba Community Action Agency to Partnership members. County of Tehama dba Community Action Agency will send the data to Partnership in the formats and methods mutually agreed upon.

Req#	Type of Data
1	• Provider Information ○ Name ○ Address ○ Phone Number ○ Fax Number ○ NPI • Member Information ○ CIN (State Identification Number) ○ Member ID (Partnership Identification Number) ○ Member First Name ○ Member Last Name ○ Member DOB ○ Member Sex ○ Member Address ○ Member Phone Number

	○ Member Authorized Representative (if any – Name and Address) ● Member Diagnosis Information ○ Member Diagnosis Description ○ Medical Justification ○ Current ICD-CM Code
2	● Service Request Information ○ Specific Services Requested ○ Units of Service ○ NDC/UPC or Procedure Code ○ Quantity ○ Charges

EXHIBIT C-2 – REQUEST FOR PATIENT DATA (OUTBOUND)

Background and Purpose

The Patient Level Utilization Data in Medi-Cal requested from Partnership provides value to capitated PCPs in the following ways:

- Supports PCP participation in Complex Care Management programs and allows for better program planning related to infrastructure and staffing.
- Permits PCPs to target particular target populations for intervention.
- Allows PCPs to have a more complete medical record for patients which will lead to better diagnosis/coding for complexity and ultimately better care/treatment
- Enables more sophisticated program evaluation
- Promotes system level coordinated care across the health system
- All inpatient data will come from claims, no authorizations will be included since the implementation of EDIE will be coming shortly.

REQ #	Type of Data	Examples	Comments
1	Member Information	Will contain the following elements: • Member Information ○ CIN (State Identification Number) ○ Member ID # (Partnership Identification Number) ○ Member First Name ○ Member Last Name ○ Date of Birth ○ Sex ○ Member Address ○ Member Phone Number	

EXHIBIT D – BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”), effective as of August 1, 2025 (“Effective Date”) is entered into by and between PARTNERSHIP HEALTHPLAN OF CALIFORNIA (the “Plan” or “Covered Entity”) and COUNTY OF TEHAMA dba COMMUNITY ACTION AGENCY (“Business Associate”). PARTNERSHIP HEALTHPLAN OF CALIFORNIA and COUNTY OF TEHAMA dba COMMUNITY ACTION AGENCY may be referred to individually as a “Party” or collectively as “Parties.”

WHEREAS, the Parties have entered into a Community Supports Master Services Agreement effective August 1, 2025 (“Agreement”) which may require Business Associate’s use or disclosure of protected health information (“PHI”) in performance of the services described in the Agreement on behalf of the Plan.

WHEREAS, the Parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the Health Information Technology for Economic and Clinical Health (“HITECH”) Act and any regulations promulgated thereunder (collectively the “HIPAA Rules”), and other applicable State and federal laws, including but not limited to, the California Confidentiality of Medical Information Act (“CMIA”), California Health and Safety Code §1280.15, the Information Practices Act located at California Civil Code § 1798.82 et seq., Confidentiality of Alcohol and Drug Abuse Patient Records located at 42 CFR Part 2, California Welfare and Institutions Code § 5328, and California Health and Safety Code § 11845.5 as amended from time to time (collectively referred to as the “Privacy Rules”).

WHEREAS, this BAA, in conjunction with the HIPAA Rules, sets forth the terms and conditions pursuant to which PHI (in any format) that is created, received, maintained, or transmitted by, the Business Associate from or on behalf of the Plan, will be handled between the Business Associate, the Plan and with third parties during the term of the Agreement(s) and after its termination.

WHEREAS, Covered Entity has a Medi-Cal contract (“Medi-Cal Contract”) with the California Department of Health Care Services (“DHCS”), pursuant to which Covered Entity provides services or arranges, performs or assists in the performance of functions or activities on behalf of DHCS, and may create, receive, maintain, transmit, aggregate, use or disclose PHI in order to fulfill Covered Entity’s obligations under the Medi-Cal Contract. As a subcontractor of Covered Entity, Business Associate will be assisting in the performance of functions or activities on behalf of DHCS, and may create, receive, maintain, transmit, aggregate, use or disclose PHI in order to help fulfill Covered Entity’s obligations under the Medi-Cal Contract and its own obligations under the Agreement.

NOW THEREFORE, the Parties hereby agree as follows:

1. DEFINITIONS

- 1.1 The following terms used in this BAA shall have the same meaning as those terms in the HIPAA Rules: Availability, Breach, Confidentiality, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Integrity, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

2. SPECIFIC DEFINITIONS

- 2.1 “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this BAA, shall mean COUNTY OF TEHAMA dba COMMUNITY ACTION AGENCY.
- 2.2 “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this BAA, shall mean PARTNERSHIP HEALTHPLAN OF CALIFORNIA.
- 2.3 “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164 and HITECH.
- 2.4 “Services” shall mean, to the extent and only to the extent, they involve the creation, use or disclosure of PHI, the services provided by Business Associate to the Plan under the Agreement, including those set forth in this BAA, as amended by written consent of the parties from time to time.

3. RESPONSIBILITIES OF BUSINESS ASSOCIATE

Business Associate agrees to:

- 3.1 Not use or disclose PHI or other confidential information other than as permitted or required by the BAA or as required by law;
- 3.2 Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the BAA;
- 3.3 Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI that it creates, receives, maintains, or transmits on behalf of the Plan. Business Associate shall comply with the applicable standards at Subpart C of 45 CFR Part 164. Such safeguards shall be based on applicable Federal Information Processing Standards (FIPS) Publication 199 protection levels;
- 3.4 Identify the security official who is responsible for the development and implementation of the policies and procedures required by 45 CFR Part 164, Subpart C;
- 3.5 Shall, at a minimum, utilize an industry-recognized security framework when selecting and implementing its security controls, and shall maintain continuous compliance with its selected framework;
- 3.6 Apply security patches and upgrades, and keep virus software up-to-date, on all systems on which PHI and other confidential information may be used;
- 3.7 Employ FIPS 140-2 compliant encryption of PHI at rest and in motion unless Business Associate determines it is not reasonable and appropriate to do so based upon a risk assessment, and equivalent alternative measures are in place and documented as such. In addition, Business Associate shall maintain, at a minimum, the most current industry standards for transmission and storage of PHI and other confidential information;

- 3.8 Immediately report to the Plan any use or disclosure of PHI not provided for by the BAA of which it becomes aware, including, but not limited to, Breaches or suspected Breaches of unsecured PHI under 45 CFR 164.410, and any Security Incident or suspected Security Incidents of PHI or confidential information which it becomes aware. Business Associate shall report the improper or unauthorized use or disclosure of PHI or potential loss of confidential information within 24 hours to the Plan. Business Associate shall immediately investigate any suspected Security Incident or Breach. Business Associate shall provide Covered Entity with all requested information so Covered Entity may comply with its reporting obligations to DHCS per the Medi-Cal Contract and all required Breach notifications. Business Associate shall mitigate, to the extent practicable, any harmful effects that is known to Business Associate of such Breach or Security Incident of PHI or other confidential information in violation of this BAA. Business Associate shall indemnify Covered Entity against any losses, damages, expenses or other liabilities including reasonable attorney's fees incurred as a result of Business Associate's or its agent's or Subcontractor's unauthorized use or disclosure of PHI including, but not limited to, the costs of notifying individuals affected by a Breach;
- 3.9 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors, agents, vendors, or others that create, receive, maintain, or transmit PHI and/or confidential information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;
- 3.10 Make available PHI in a designated record set to the Plan as necessary to satisfy the Plan's obligations under 45 CFR 164.524;
- 3.11 Make any amendment(s) to PHI in a designated record set as directed or agreed to by the Plan pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy the Plan's obligations under 45 CFR 164.526;
- 3.12 Forward any requests from a Plan member for access to records maintained in accordance with the BAA as soon as they are received. The Plan will maintain responsibility for making determinations regarding access to records;
- 3.13 Direct any requests for an amendment from an individual as soon as they are received to the Plan. The Business Associate will incorporate any amendments from the Plan immediately upon direction from the covered entity;
- 3.14 Maintain and make available the information required to provide an accounting of disclosures to the Plan as necessary to satisfy the Plan's obligations under 45 CFR 164.528;
- 3.15 Forward any requests from a Plan member for an accounting of disclosures maintained in accordance with the BAA as soon as they are received. The Plan will maintain responsibility for making determinations regarding the provision of an accounting of disclosures;
- 3.16 To the extent the Business Associate is to carry out one or more of the Plan's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s);

- 3.17 Make its internal practices, books, and records available to Covered Entity, the Secretary, and DHCS upon reasonable request for purposes of determining compliance with the HIPAA Rules. Make its facilities and systems available to DHCS to monitor compliance with the Medi-Cal Contract;
- 3.18 Ensure that all members of its Workforce with access to PHI and/or other confidential information sign a confidentiality statement prior to access to such data. The confidentiality statement must be renewed annually;
- 3.19 Agree to comply with DHCS's monitoring provisions contained in the Medi-Cal Contract;
- 3.20 Agree to comply with the more protective of the privacy and security standards defined herein as Privacy Rules. Therefore, to the extent other applicable state laws or federal laws provide a greater degree of protection and security than HIPAA or are more favorable to the individuals whose information is concerned, Business Associate shall comply with the more protective applicable privacy and security standards. Business Associate shall treat any violation of the more protective standards as a Breach or Security Incident pursuant to Section 3.8 herein;
- 3.21 If applicable, in the event Business Associate received data from Covered Entity that was verified by or provided by Social Security Administration ("SSA") and is subject to an agreement between DHCS and SSA, upon request, Business Associate shall provide Covered Entity with a list of all employees and agents who have access to such data, including employees and agents of its agents, so that Covered Entity can submit this list to DHCS. Business Associate shall notify Covered Entity immediately upon the discovery of a suspected breach or security incident that involves SSA data;
- 3.22 Shall promptly report to Covered Entity if Business Associate is the subject of any audit, compliance review, investigation, or any proceeding that is related to the performance of its obligations pursuant to the Agreement, so Covered Entity can report this information to DHCS per the Medi-Cal Contract;
- 3.23 Shall promptly report to Covered Entity if Business Associate is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, Business Associate shall report this to Covered Entity unless it is legally prohibited from doing so. Covered Entity is then required to report this information to DHCS per the Medi-Cal Contract; and
- 3.24 Shall make itself, and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under the Agreement, available to Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings commenced against DHCS or Covered Entity, or their directors, officers or employees.

4. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- 4.1 Business Associate may only use or disclose PHI, inclusive of de-identified data derived from such PHI, as necessary to perform the functions, activities, Services set forth in the Agreement, provided that such use and disclosure would not violate HIPAA or other applicable laws if done by Covered Entity.

- 4.2 Business Associate must obtain approval from the Plan before providing any de-identified information in accordance with 45 CFR 164.514(a)-(c). Business Associate, if approved, will obtain instructions for the manner in which the de-identified information will be provided.
- 4.3 Business Associate may use or disclose PHI as required by law.
- 4.4 Business Associate agrees to make uses, disclosures, and requests for PHI consistent with the Plan's minimum necessary policies and procedures.
- 4.5 Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by the Plan except for the specific uses and disclosures set forth below.
- 4.6 Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- 4.7 Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI and other confidential information.

5. PROVISIONS FOR COVERED ENTITY TO INFORM BUSINESS ASSOCIATE OF PRIVACY PRACTICES AND RESTRICTIONS

- 5.1 The Plan shall notify Business Associate of any limitations in the notice of privacy practices under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- 5.2 The Plan shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- 5.3 The Plan shall notify Business Associate of any restriction on the use or disclosure of PHI that the Plan has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

6. PERMISSIBLE REQUESTS BY COVERED ENTITY

- 6.1 The Plan shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by covered entity.

7. TERM AND TERMINATION

- 7.1 Term. The Term of this BAA shall be effective as of August 1, 2025 and shall terminate on the expiration date of the Agreement or on the date the Plan terminates for cause as authorized in Paragraph 7.2 below, whichever is sooner.
- 7.2 Termination for Cause. Business Associate authorizes termination of this BAA by the Plan, if the Plan determines, in its sole discretion, that Business Associate has violated a material term of this BAA and either:
 - 7.2.1 The Plan provides Business Associate an opportunity to cure the Breach or end the violation within a time specified and Business Associate does not cure the Breach or end the violation within the time specified by the Plan; or
 - 7.2.2 The Plan immediately terminates this BAA upon notice if the Plan determines, in its sole discretion, that a cure is not possible.
- 7.3 Obligations of Business Associate Upon Termination. Upon termination of this BAA for any reason, Business Associate, with respect to PHI received from the Plan, or created, maintained, or received by Business Associate on behalf of the Plan, shall:
 - 7.3.1 Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - 7.3.2 Return to covered entity or, if agreed to by covered entity, destroy the remaining PHI that the Business Associate still maintains in any form. If return or destruction is not feasible, Business Associate shall notify Covered Entity. Covered Entity is then required to notify DHCS and DHCS may require additional terms and conditions under which Business Associate may retain the PHI and Business Associate shall agree to such terms;
 - 7.3.3 Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;
 - 7.3.4 Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at section 4 of this BAA which applied prior to termination; and
 - 7.3.5 Return to covered entity or, if agreed to by covered entity, destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- 7.4 Survival. The obligations of Business Associate under this Section shall survive the termination of this BAA.

8. MISCELLANEOUS

- 8.1 No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of Parties, any rights, remedies, obligations or liabilities whatsoever.
- 8.2 Regulatory References. A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended.
- 8.3 Amendment. The Parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law. Any provision of this BAA which is in conflict with current or future applicable Federal or State laws is hereby amended to conform to the provisions of those laws. Such amendment of this BAA shall be effective on the effective date of the laws necessitating it, and shall be binding on the Parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the Parties.
- 8.4 Interpretation. Any ambiguity in this BAA shall be interpreted to permit compliance with the HIPAA Rules.
- 8.5 Counterparts; Facsimile Signatures. This BAA may be executed in any number of counterparts, each of which will be deemed an original and all of which together will constitute one and the same document. This BAA may be executed and delivered by facsimile or in PDF format via email, and any such signatures will have the same legal effect as manual signatures. If a Party delivers its executed copy of this BAA by facsimile signature or email, such party will promptly execute and deliver to the other party a manually signed original if requested by the other party.

Acknowledged and agreed:

**PARTNERSHIP HEALTHPLAN
OF CALIFORNIA**

Signed by:
By: Sonja Bjork
10A81AB5333C440...
Name: Sonja Bjork
Title: CEO
Date: 11/9/2025

**COUNTY OF TEHAMA dba COMMUNITY
ACTION AGENCY**

By: 
Name: Bekkie F. Emery
Title: Director
Date: 10/24/25

EXHIBIT E – DHCS REGULATORY REQUIREMENTS

This Exhibit sets forth the applicable requirements that are mandated by the DHCS Medi-Cal Contract with PARTNERSHIP (“DHCS Contract”). State and Federal laws and regulations, and applicable All Plan Letters. Any citations in this Exhibit are to the applicable sections of the DHCS Contract, or applicable law. This Exhibit will automatically be modified to conform to subsequent changes in law or government program requirements. In the event of a conflict between this Exhibit and any other provision of the Agreement, this Exhibit will control with respect to Medi-Cal. Any capitalized term utilized in this Exhibit will have the same meaning ascribed to it in the Agreement unless otherwise set forth in this Exhibit. If a capitalized term used in this Exhibit is not defined in the Agreement or this Exhibit, it will have the same meaning ascribed to it in the DHCS Contract.

1. The parties acknowledge and agree that this Agreement specifies Partnership’s obligations and functions undertaken by Provider. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.1).)

2. The parties acknowledge and agree that the term of the Agreement, including the beginning and end dates as well as methods of extension, renegotiation, phaseout, and termination, are included in this Agreement. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.2).)

3. The parties acknowledge and agree that this Agreement contains full disclosure of the method and amount of compensation or other consideration to be received by Provider from Partnership. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.3).)

4. The parties acknowledge that this Agreement and any amendments thereof shall become effective only upon approval by DHCS. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.2.B and Section 3.1.6.B.4).)

5. Provider agrees that assignment or delegation of this Agreement and any related subcontract will be void unless prior written approval is obtained from DHCS. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.5)–6).)

6. This Agreement will be governed by and construed in accordance with all applicable laws and regulations governing the DHCS Contract, including, but not limited to, 42 CFR section 438.230, the Knox-Keene Health Care Services Plan Act of 1975 as codified in Health and Safety Code Section 1340 *et seq.* (unless expressly excluded under the DHCS Contract); 28 CCR Section 1300.43 *et seq.*; W&I Code Sections 14000 *et seq.*; 22 CCR Sections 53800 *et seq.*; and 22 CCR Sections 53900 *et seq.* (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.7).)

7. Provider shall comply with all applicable requirements of the DHCS Medi-Cal Managed Care Program pertaining to the obligations and functions undertaken by Provider, including, but not limited to, all applicable Medicaid and Medi-Cal laws, regulations, sub-regulatory guidance, All Plan Letters, and the provisions of the DHCS Contract. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.8).)

8. If applicable, Provider shall submit to Partnership, either directly or through an Partnership subcontractor, as applicable, complete, accurate, reasonable, and timely reports and data as needed by Partnership, in order for Partnership to meet its reporting requirements to DHCS. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.10); DHCS APL 23-006.)

9. Provider will comply with all monitoring provisions in the DHCS Contract and any monitoring requests by DHCS. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.11).)

10. Provider shall maintain and make available to DHCS, upon request, copies of all contracts it enters related to the performance of the obligations and functions it undertakes pursuant to the Agreement, and to ensure that such contracts are in writing. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.12).)

11. Provider shall make all of its premises, facilities, equipment, books, records, contracts, computer, and other electronic systems pertaining to the obligations and functions undertaken pursuant to the Agreement, available for the purpose of an audit, inspection, evaluation, examination, or copying pursuant to the Access Requirements and State's Right to Monitor, as set forth in DHCS Contract, Exhibit E, Section 1.22 (*Inspection and Audit of Records and Facilities*), as follows: (a) In accordance with inspections and audits, as directed by DHCS, CMS, U.S. Department of Health and Human Services (DHHS) Inspector General, the Comptroller General, Department of Justice (DOJ), Department of Managed Health Care (DMHC), or their designees; and (b) At all reasonable times at Provider's place of business or at such other mutually agreeable location in California. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.13).)

12. Provider shall maintain all of its books and records, including Encounter Data, as applicable, 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 DHCS Contract period or from the date of completion of any audit, whichever is later. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.14).)

13. Provider shall timely gather, preserve and provide to DHCS, CMS, Attorney General's Division of Medi-Cal Fraud and Elder Abuse (DMFEA), and any authorized State or federal regulatory agencies, any records in Provider's possession, in accordance with the DHCS Contract, Exhibit E, Section 1.27 (*Litigation Support*). (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.15).)

14. To the extent applicable, Provider and its subcontractors must assist Partnership in the transfer of the Member's care as needed, and in accordance with the DHCS Contract, Exhibit E, Section 1.17 (*Phaseout Requirements*), in the event of termination of this Agreement, or the Medi-Cal Contract termination for any reason. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.16).)

15. Provider shall notify DHCS in the event this Agreement is amended or terminated for any reason. Notice is considered given when properly sent via the United States Postal Service as first-

class registered mail to the address listed below, or when sent via email to DHCS at the email address designated by DHCS. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.17).)

Department of Health Care Services
Managed Care Operations Division
MS 4407
P.O. Box 997413
Sacramento, CA 95899-7413
Attention: DHCS Contract Manager

16. Provider must hold harmless both the State and Members in the event Partnership, or another Partnership subcontractor if applicable, cannot or will not pay for obligations and functions undertaken pursuant to this Agreement. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.18).)

17. Provider and its subcontractors must participate and cooperate in Partnership's Quality Improvement System as applicable. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.19).)

18. If Provider and its subcontractors takes on Quality Improvement activities, the Agreement and/or the relevant subcontracts must include those provisions stipulated in DHCS Contract, Exhibit A, Attachment III, Subsection 2.2.5 (*Subcontractor and Downstream Subcontractor QI Activities*). (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.20).)

19. To the extent Provider undertakes coordination of care obligations and functions for Members, Partnership shall share with Provider any utilization data that DHCS has provided to Partnership and Provider agrees to receive the utilization data and use it solely for the purpose of Member care coordination. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.21).)

20. Partnership must inform Provider of prospective requirements added by State or federal law or DHCS related to the DHCS Contract that impact obligations and functions undertaken through the Agreement before the requirement would be effective, and Provider must comply with the new requirements within 30 calendar days of the effective date, unless otherwise instructed by DHCS. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.22).)

21. Provider must inform its subcontractors taking on delegated Partnership functions of prospective requirements added by State or federal law or DHCS related to the DHCS Contract that impact obligations and functions undertaken through the subcontract before the requirement would be effective, and the subcontractors must comply with the new requirements within 30 calendar days of the effective date, unless otherwise instructed by DHCS. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.23).)

22. To the extent applicable, Provider must ensure that cultural competency, sensitivity, Health Equity, and diversity training is provided for Provider's staff at key points of contact with Members. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.24).)

23. To the extent that Provider communicates with Members, Provider must provide interpreter services for Members and comply with language assistance standards developed pursuant to Health and Safety Code section 1367.04. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.25).)

24. Provider will notify Partnership within ten (10) working days of any suspected fraud, waste, or abuse. Provider agrees that Partnership may share such information with DHCS in accordance with DHCS Contract, Exhibit A, Attachment III, Section 1.3.2.D (*Contractor's Reporting Obligations*) and Section 1.3.2.D.6) (*Confidentiality*). (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.26).)

25. Provider shall (i) report to Partnership, or to an Partnership subcontractor as applicable, when Provider has received an overpayment, (ii) return the overpayment to Partnership within sixty (60) calendar days after the date on which the overpayment was identified, and (iii) notify Partnership in writing of the reason for the overpayment. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.27).)

26. Provider must perform the obligations and functions undertaken pursuant to this Agreement, including, but not limited to, reporting responsibilities, in compliance with Partnership's obligations under the DHCS Contract in accordance with 42 CFR section 438.230(c)(1)(ii). (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.28).)

27. Provider agrees and acknowledges that DHCS is a direct beneficiary of the Agreement with respect to all obligations and functions undertaken pursuant to this Agreement and that DHCS may directly enforce any and all provisions of the Agreement. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.29).)

28. Provider agrees to provide Partnership with written disclosures on ownership and control as required under 42 CFR 455.104 and 22 CCR 51000.35, prior to commencing services under this Agreement. This Agreement and all information received from Provider in accordance with the subcontract requirements under the DHCS Contract shall become public record on file with DHCS, except as specifically exempted in statute. The names of the officers and owners of Provider, stockholders owning more than 5 percent of the stock issued by Provider, and major creditors holding more than 5 percent of the debt of Provider will be attached to the Agreement at the time the Agreement is presented to DHCS. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.12; DHCS APL 23-006.)

29. Provider, and Provider's employees, officers, and directors, shall comply with the conflict of interest requirements set forth in Exhibit H of the DHCS Contract. (DHCS Contract, Exhibit

H, Section A.)

30. Provider agrees that in the event Provider delegates its duties under this Agreement to a third party, the third party will be a Downstream Subcontractor. Provider must enter into a written agreement with the Downstream Subcontractor and ensure the written agreement contains the provisions set forth in this Exhibit and all other requirements under the Agreement and the DHCS Contract that are applicable to the specific obligations and functions that Provider delegates to the Downstream Subcontractor. (DHCS Contract, Exhibit A, Attachment III, Section 3.1.6.B.)

31. Provider agrees to all remedies specified by the Agreement and the DHCS Contract, including, but not limited to, revocation of delegated functions, imposition of corrective actions, and imposition of financial sanctions, in instances where DHCS or Partnership determine Provider has not performed satisfactorily. Provider acknowledges that Partnership must, upon discovery of Provider's noncompliance with the terms of the Agreement or any Medi-Cal requirements, report any significant instances (i.e., in terms of gravity, scope and/or frequency) of noncompliance, imposition of corrective actions, or financial sanctions pertaining to the obligations under the DHCS Contract to DHCS within three Working Days of the discovery or imposition. (DHCS APL 23-006.)

EXHIBIT F – MEDI-CAL DISCLOSURE FORM

(Medi-Cal Contract Exhibit A, Attachment 1,2.B; Medi-Cal Contract, Exhibit A, Attachment 6, 13.E.; 42 CFR 455.104)

The undersigned hereby certifies that the following information regarding Entity is true and correct as of the date set forth below:

I. Form of Business: (Please state whether a Corporation, LLC, Partnership, Sole Proprietorship, etc.)

II. If a Sole Proprietorship, LLC, Partnership, (or any form of business other than a Corporation):

List name(s) of the Owner(s), Member(s), or Partner(s), etc. of Entity. (If more than one person listed, indicate who owns more than five percent 5%):

County of Tehama

III. If a Corporation:

a. List all shareholders owning more than five percent (5%) of stock:

b. List all members of the Board of Directors (BOD):

IV. If a Corporation or LLC:

Name the following designated corporate or LLC Officers:

Company Officers	
President:	
Secretary:	
Treasurer:	
Other: (Indicate Officer Title)	

V. List major creditors holding more than five percent (5%) of Entity debt:

VI. Is Entity, or a co-owner, partner, stockholder, or director of officer of Entity, either directly or indirectly related to, or affiliated with Medi-Cal Health Plan? If so, explain:

**COUNTY OF TEHAMA dba COMMUNITY ACTION
AGENCY**

By: _____

Name: Bekkie F. Emery

Title: Director

Date: 12/24/25

AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND LEXIPOL, LLC

This agreement is entered into between the County of Tehama, (“County”) and Lexipol, LLC (“Contractor”) for Tehama County Sheriff’s Office access to the Lexipol Knowledge Management System and subscriptions for the Law Enforcement Policy Manual and Daily Training Bulletin Services, and the Custody Policy Manual and Custody Daily Training Bulletin Services.

1. RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall provide County with access to the Lexipol Knowledge Management System as set forth in the Responsibilities and Scope of Work attached hereto, as Exhibit B.

2. RESPONSIBILITIES OF THE COUNTY

County shall compensate Contractor for said services pursuant to Section 3 and 4 of this agreement. County shall perform responsibilities as set forth in Exhibit C.

3. COMPENSATION

Contractor shall be paid an all-inclusive annual flat fee of \$11,210.66 for annual Law Enforcement updates and Law Enforcement Daily Training Bulletins, and an all-inclusive flat fee of \$9,976.81 for annual Corrections Policy Manual updates and Corrections Daily Training Bulletins, as set forth in the pricing proposal attached hereto as Exhibit D and E. The maximum contract amount shall not exceed \$21,187.47. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall not be paid any compensation or reimbursement beyond the flat fee amounts 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 contract 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.

TEHAMA COUNTY

AGREEMENT #: _____

4. **BILLING AND PAYMENT**

Contractor shall submit an invoice for the annual flat fee amounts to County at the commencement of the Subscription Service. County shall make payment of all undisputed amounts within 30 days of receipt of Contractor's invoice.

5. **TERM OF AGREEMENT**

This agreement shall commence on 12/1/25 and shall terminate on 11/30/26, unless terminated in accordance with section 6 below.

6. **TERMINATION OF AGREEMENT**

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

The County's right to terminate this agreement may be exercised by the Sheriff-Coroner.

7. **ENTIRE AGREEMENT; MODIFICATION**

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

8. **NONASSIGNMENT OF AGREEMENT**

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

9. **EMPLOYMENT STATUS**

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

10. **INDEMNIFICATION**

County understands that Contractor and its agents, employees and representatives have developed policy guidelines and content in a good faith effort to comply with all applicable statutes, case law and industry standards in effect at the time such policies were approved and adopted by County. County acknowledges that Contractor shall not be responsible for updating these policies to adhere to subsequent changes in the law or other conditions and those changes and updates will only be provided by Contractor as a part of an annual subscription. While Contractor has made a good faith effort to develop all policies and training in accordance with existing law and standards, County acknowledges that neither Contractor nor any of its agents, attorneys, employees or representatives are obligated to provide legal representation, defense, or indemnification for any litigation in which said policies are subject to challenge. To the fullest

extent permissible under applicable law, and except as otherwise herein, Contractor and/or other persons creating or transmitting the information and the service will in no event be liable to County or anyone else for any direct, indirect, consequential, incidental, special, exemplary, or punitive damages for the information, even if Contractor or other persons creating or transmitting the information or the service shall have been advised of the possibility of such damages. To the fullest extent permitted by law, Contractor or other persons creating or transmitting the service and the information shall have no responsibility or liability to County or anyone else under any tort, contract, negligence, strict liability, products liability or other theory with respect to any subject matter of this agreement or terms and conditions of use thereto with the exception of liability resulting from a finding of gross negligence, and/or willful and wanton conduct of Contractor.

11. **INSURANCE**

Contractor shall procure and maintain insurance pursuant to Exhibit A, “Insurance Requirements for Contractor,” attached hereto and incorporated by reference.

12. **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.

13. **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.

14. **COMPLIANCE WITH LAWS AND REGULATIONS**

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

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:

Lexipol, LLC
Attn: Angela Poole, Manager
2611 Internet Blvd. Ste. 100
Frisco, TX 75034
(469) 731-0826
apoole@lexipol.com

INVOICES SUBMITTED TO COUNTY:

Tehama County Sheriff's Office
Attn: Nickoli Brummond
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.

18. **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.

19. **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.

20. **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.

21. **EXHIBITS**

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

22. **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.

23. **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.

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 Contractor have executed this agreement on the day and year set forth below.

COUNTY OF TEHAMA

Date: _____

Sheriff-Coroner

Date: _____

Chairman, Board of Supervisors

Date: 10/8/2025 | 9:40 AM PDT


Authorized Agent

102227
Vendor Number

Multiple-53170
Budget Account Number

apoole@lexipol.com
Vendor Email Address

(469)-731-0826
Vendor/Contractor Phone Number

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

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

Commercial General Liability (including operations, products and completed operations)

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

Automobile Liability

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

Workers' Compensation

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

Professional Liability (Contractor/Professional services standard agreement only)

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

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

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

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

Endorsements: Additional Insureds

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

The certificate holder shall be “County of Tehama.”

Deductibles and Self-Insured Retentions

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

Primary Insurance Coverage

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

Coverage Cancellation

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

Acceptability of Insurers

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

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

Subcontractors

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

Material Breach

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

Policy Obligations

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

Verification of Coverage

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

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

Exhibit B

CONTRACTOR SCOPE OF WORK AND RESPONSIBILITIES

I. DESCRIPTION OF SERVICES

Through Lexipol's Website, Lexipol provides County with access to the Lexipol Knowledge Management System. Lexipol provides numerous subscriptions to this system, each with varying services depending on the level of subscription. The County is subscribing to the following services:

Policy Manual Development: Lexipol has created policy content that is specific to federal law and to California state law. This "master" content can then be customized by the County. The County is prompted through interactive online software to develop Policy Manuals standardized with regulatory requirements yet customized to the agency's unique mission, philosophy and resource availability. The proprietary software allows efficient and accurate generation of a draft version of the manual from an online questionnaire.

Daily Training Bulletin Component: The training component consists of Lexipol's Daily Training Bulletins (DTBs). These give Tehama County the ability to train and test employees on its policies and procedures. The DTBs consist of a brief scenario illustrating realistic circumstances officers typically encounter. Each scenario is linked to a policy, which puts the policy in an operational context and helps sworn personnel understand why the policy exists and how it applies to their daily tasks. The DTB system includes a brief test, which the officer must pass to be credited with the DTB training. Tehama County will receive DTB packages (via email) monthly, with each bulletin linked to a current policy. Your department staff will also have the ability to create their own customized DTBs in the Lexipol system as they identify areas that require additional training.

Lexipol's DTB training component allows Tehama County to track its training by officer, topic or policy. This information is archived electronically and can be produced immediately for current reports, or retrieved years later, thereby providing significant litigation and administrative support.

Updates: Lexipol provides regular updates in response to legislative mandates, case law and evolution in best practices. We also provide client alerts in response to precedent setting court decisions or events that call for immediate changes to policy. These updates would be customized for Tehama County and your mission.

Archiving: Each version of your manual is archived on the Lexipol system. This is an invaluable resource in defense litigation or personnel matters that call for authenticated copies of policy or training records years after an incident.

Cost Effective Development: A fully burdened officer can cost an agency upward of \$100K in salary and benefits. Most small to mid-sized agencies assign one officer to update and maintain their policy manual, which can consume 50% to 80% of the officer's time. A typical officer does not have the experience or resources to translate statutes, case law and emerging trends into usable, defensible policy in patrol, investigations, traffic, property, custody or personnel. At Lexipol we proactively do this work for you, typically at less than 5% of the cost of an officer.

Policy Training: The integrated Daily Training Bulletin component is a customized, scenario based daily training program that links directly to the policy manuals. The Daily Training Bulletin program is standardized, verifiable, realistic, and ongoing training that links directly to your policy manual. Archiving training records provides verifiable evidence of achieving specific learning objects.

Lexipol is uniquely qualified to provide our Policy Manual and Daily Training Bulletin service to Tehama County. For the past 10 years, we have created proven, court-tested law enforcement policy. Actuarial data shows Lexipol's unique, cost-effective policy and training system reduces the numbers of claims, and claims paid – typically by 69% over previous years. We have a 100% defense record of our policies in courtrooms across America.

In addition, Lexipol provides a highly cost-effective model and powerful, easy-to-use web-based tools that support your agencies and provide:

- Policies and procedures that reflect up-to-date, applicable industry standards and best practices.
- Customized content for Tehama County;
- Daily scenario-based training that reinforces your approved policies and procedures;
- Regular updates to your policies and procedures as statutes, case law, and regulations change

Lexipol is America's leading source of risk management resources for public safety organizations, delivering its services through a unique, web-based development system and integrated training component.

Training Support: Tehama County policy administrators may attend any and all online training sessions (which can be repeated as many times as necessary): 1) Knowledge Management System (KMS) Training – which is your portal for policy editing and development and 2) Project Management session – which will introduce your Policy manager to the Lexipol Electronic Client Toolkit (ECT) and the Project Management Guide (PMG).

Lexipol's Project Management – Guide and Electronic Toolkit are included in the Lexipol subscription fee, and will aid your agency in completing –your-manual in a timely fashion. Our Project Management Guide provides tips and guidelines on how to achieve this goal. The Electronic Toolkit contains a couple of “best practices” examples that may give your agency some ideas as to how others have implemented the manual.

Lexipol Program Development and Customer Service teams are also available throughout the development process to provide guidance and answer questions.

II. RESPONSIBILITIES OF CONTRACTOR

Lexipol shall keep all information County provides confidential and private unless required to provide information in accordance with an order from a court of competent jurisdiction. County acknowledges Lexipol may provide view only access and summary information to the County's affiliated Risk Management Authority, Insurance Pool or Group if they have provided an economic subsidy. Because security is important to Lexipol and our users, Lexipol will always

make reasonable efforts to ensure the security of Lexipol's systems. Lexipol employs security systems to protect the information Lexipol receives from Agency's users. The Lexipol Policy Website uses Secure Socket Layer (SSL) Protocol for browsers that support 128-bit encryption (such as Microsoft Internet Explorer 5 and greater). SSL encrypts information as it travels between customer and Lexipol. Please be aware that internet data transmission is not always 100% secure and Lexipol cannot warrant that information Agency transmits utilizing Lexipol's Service or Website is 100% secure.

III. DISCLAIMER OF WARRANTIES

Lexipol shall use its best efforts, including industry standards of care, to insure satisfactory quality, performance and accuracy.

IV. NON-WAIVER AND SEVERABILITY

If a court of competent jurisdiction holds any provision of this Agreement to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and agree that the other provisions of this Agreement remain in full force and effect.

Exhibit C

COUNTY RESPONSIBILITIES

I. MEMBER ACCOUNT, PASSWORD AND SECURITY

If any of the Services provided to County by this Website requires County to open an account, county must complete the registration process by providing Lexipol with current, complete and accurate information as prompted by the applicable registration form. County will also be able to change the user name and password on the account after initial login. County is entirely responsible for maintaining the confidentiality of County's password and account. County is entirely responsible for any and all activities that occur under County's account. County agrees to notify Lexipol immediately of any unauthorized use of County's account or any other breach of security.

County may not use any other County's account at any time, as County's password and user name are for the purchaser's sole use. Purchase(s) of content through this Website are not permitted to share, distribute, sell or otherwise transfer their password to other individuals. Significant or unusual use of a single user name and password (including, but not limited to; significant use of a single user name and password on multiple computers) could result in suspension of that password.

II. COPYRIGHT; DERIVATIVE WORKS; LEXIPOL'S OWNERSHIP

County acknowledges and agrees that the Subscription Material is a proprietary product of Lexipol, protected under U.S. copyright. County is hereby given the right to prepare Derivate Works; provided, however, that County acknowledges and agrees that Lexipol will be the sole owner of all right, title and interest in and to any and all Lexipol copyright Subscription material used in any Derivative Works prepared by or for County, including all copyrights pertaining thereto. County will take reasonable and appropriate measures to preclude release of Subscription material and Derivative Works therefrom to any third parties and will not remove from any copies of the Subscription Material provided by Lexipol to County any copyright notice or other proprietary notice of Lexipol appearing thereon, and shall include such copyright

and other notices and copyright disclaimers at the appropriate place on each copy of the Subscription Material and each copy of any Derivative Work made by County that is published or displayed by any means or in any medium. Copyright disclaimers used in Derivative Works made by or for County in accordance with the foregoing shall include the following texts:

The contents of all or most of the material contained herein is copyrighted by Lexipol Inc. unless otherwise indicated. All rights are reserved by Lexipol, and content may not be reproduced, disseminated, published, or transferred in any form or by any means, except with the prior written consent of Lexipol and the Tehama County Sheriff's Department. Copyright infringement is a violation of federal law subject to criminal and civil penalties.

III. RIGHT TO USE; LIMITATIONS ON USE OF SUBSCRIPTION MATERIAL AND DERIVATIVE WORKS

On and subject to the terms and conditions contained in this Agreement, County is hereby granted a perpetual right to use, the Subscription Material and any Derivative Works prepared by or for County solely for the conduct of County business. County will not copy, republish, lend, distribute, post of servers, transmit, redistribute, display, in whole or in part, by any means or medium, electronic or mechanical, or by any information storage and retrieval system, any Subscription Material or any Derivative Work prepared by or for County except as necessary and appropriate for the conduct of County business. County will not import any Subscription Material or any Derivative Work prepared by or for County into any third-party knowledge/content management system or service which provides services comparable to the services provided under this Agreement in competition with Lexipol, regardless of commercial purpose or compensation. The foregoing does not, however, prohibit or restrict County from providing Subscription Material or Derivative Works prepared by or for County pursuant to an order from a court or other governmental agency or other legal process, now does it prohibit or restrict County from displaying the adopted/approved final policy document on a publicly accessible website for official County purposes.

IV. PATENT AND COPYRIGHT INDEMNITY

Contractor shall not provide County with any product or design that violates or infringes any registered United States patent, copyright, trade secret or other intellectual property right. If County promptly notifies Contractor in writing of any their party claim against County that any software or other item provided to County by Contractor infringes any patent, copyright, trade secret or other intellectual property right of any third party, Contract shall indemnify, defend and hold harmless County against such claims. Contractor shall not indemnify County, however, to the extent the alleged infringement is caused by (1) County's modification of the software or item, (2) use of the software or item other than in accordance with the documentation or this agreement, (3) County's failure to use acceptable non-infringing corrections or enhancements made available by Contractor, or (4) information, specifications or materials provided by County or any third party. If any software or other item is, or in Contractor's reasonable opinion is likely to be held to be infringing, Contractor shall at its expense and option: (a) procure the right for County to continue using it; or (b) replace or modify it so that it becomes non-infringing while giving equivalent performance.

V. POLICY ADOPTION

The County hereby agrees and certifies that any and all policies developed and provided by Lexipol LCC and its agents, employees and representatives have been individually reviewed, customized and adopted for the exclusive use of the County. It is further acknowledged and agreed that Lexipol LLC and its agents, employees and representatives shall not be considered "policy makers" in any legal or other sense and that; upon acceptance of the policy manual(s) and execution of this Agreement, the chief executive of the County for all purposes be considered the "policy maker" with regard to each and every policy contained in said manual.



MASTER SERVICE AGREEMENT

Initial Term Start Date: 12/01/2025

Initial Term End Date: 11/30/2026

Account Executive Information

Angela Poole
Customer Success Manager
apoole@lexipol.com

Lexipol LLC
2611 Internet Blvd., Ste. 120
Frisco, Texas 75034

Agency Information

Nickoli Brummond
Fiscal Analyst
nbrummond@tehamaso.org
(530) 529-7950

Tehama County Sheriff's Office
22840 Antelope Blvd POB 729
Red Bluff, California 96080

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency").

This Agreement consists of:

- (a) this **Cover Sheet**
- (b) **Exhibit A** - Selected Services and Associated Fees
- (c) **Exhibit B** - Description of Services
- (d) **Exhibit C** - Terms and Conditions of Service

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

Tehama County Sheriff's Office

DocuSigned by:

E06AE53CE2B942A...

Signature: _____
Print Name: _____
Title: _____
Date Signed: _____

Lexipol, LLC

Signature: _____
Print Name: Jan Roos
Title: Vice President & General Counsel
Date Signed: 10/8/2025 | 9:40 AM PDT

Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

Order Summary

Qty	Description	Unit Price	Disc (%)	Disc Amount	Tax Amount	Extended
36	Annual Law Enforcement Policy Manual & Daily Training Bulletins	\$17,271.00	35.09%	\$6,060.34	\$0.00	\$11,210.66
Discount:				\$6,060.34	Subtotal:	\$11,210.66

Discount:	\$6,060.34
Subtotal:	\$11,210.66
Tax:	
Total Due:	\$11,210.66

Exhibit B

Description of Services

Policy Manual

Constitutionally sound, up-to-date policies are the foundation for consistent, safe public safety operations and are key to reducing risk and enhancing personnel and community safety. Lexipol's comprehensive policy manual covers all aspects of your agency's operations.

- More than 155 policies researched and written by public safety attorneys and subject matter experts
- Policies based on State and federal laws and regulations as well as nationwide best practices
- Content customized to reflect your agency's terminology and structure

Daily Training Bulletins (DTBs)

Even the best policy manual lacks effectiveness if it's not backed by training. Lexipol's Daily Training Bulletins are designed to help your personnel learn and apply your agency's policy content through 2-minute training exercises.

- Scenario-based training ties policy to real-world applications
- Understanding and retention of policy content is improved via a singular focus on one distinct aspect of the policy
- Each Daily Training Bulletin concludes with a question that confirms the user understood the training objective
- Daily Training Bulletins can be completed via computers or from smartphones, tablets or other mobile devices
- Reports show completion of Daily Training Bulletins by agency member and topic

Policy Updates

Lexipol's legal and content development teams continuously review state and federal laws and regulations, court decisions and evolving best practices. When needed, we create new and updated policies and provide them to your agency, making it simple and efficient to keep your policy content up to date.

- Updates delivered to you through Lexipol's web-based content delivery platform
- Changes presented in side-by-side comparison against existing policy so you can easily identify modifications/improvements
- Your agency can accept, reject or customize each update

Web-Based Delivery Platform and Mobile App (Knowledge Management System)

Lexipol's online content delivery platform, called KMS, provides secure storage and easy access to all your policy and training content, and our KMS mobile app facilitates staff use of policies and training completion.

- Ability to edit and customize content to reflect your agency's mission and philosophy
- Efficient distribution of policies, updates and training to staff
- Archival and easy retrieval of all versions of your agency's policy manual
- Mobile app provides in-the-field access to policy and training materials

Reports

Lexipol's Knowledge Management System provides intuitive reporting capabilities and easy-to-read reports that enhance command staff meetings and strategic planning.

- Track and report when your personnel have acknowledged policies and policy updates
- Produce reports showing completion of Daily Training Bulletins
- Sort reports by agency member, topic and other subgroups (e.g., shift, assignment)
- Reduce the time your supervisors spend verifying policy acknowledgement and training completion

Exhibit C

Terms and Conditions of Service

These Terms and Conditions of Service (the “Terms”) govern the rights and obligations of Lexipol, LLC (“Lexipol”) and Agency under this Agreement. Lexipol and Agency may each be referred to herein as a “Party” and collectively as the “Parties.”

1. Definitions. Each of the following capitalized terms will have the meaning included in this Section. Other capitalized terms are defined within their respective sections, below.

1.1 “Agency” means the department, agency, office, organization, company, or other entity purchasing and/or subscribing to Lexipol Services, as may be further denoted on the cover sheet to which these Terms are attached.

1.2 “Agency Data” means all data, information, and content owned by Agency for purposes of identifying authorized users, confirming departmental information, or which are ancillary to receipt of Lexipol Services.

1.3 “Agreement” means the combination of the cover sheet; Exhibit A (“Selected Services and Associated Fees”); Exhibit B (Description of Services); this Exhibit C (“Terms and Conditions of Service”); and any other documents attached hereto and expressly incorporated herein by reference.

1.4 “Custom Agreement Terms” refers to an optional section within Exhibit A which allows the Parties to modify this Agreement and/or incorporate additional exhibits or addenda by reference.

1.5 “Initial Term” means the initial period of time in which Agency has elected to receive Lexipol Services.

1.6 “Initial Term Start Date” is specified on the cover sheet and represents the first day of the Initial Term.

1.7 “Initial Term End Date” is specified on the cover sheet and represents the last day of the Initial Term.

1.8 “Lexipol Content” means all content in any format including but not limited to written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.

1.9 “Services” means all products and services, including but not limited to all online services, software subscriptions, content licensing, professional services, and ancillary support services as may be offered by Lexipol and/or its affiliates.

2. Term; Renewal. This Agreement becomes enforceable upon signature by Agency’s authorized representative, and effective as of the Initial Term Start Date. Following the Initial Term, this Agreement shall automatically renew in successive one-year periods (each, a “Renewal Term”) unless terminated as set forth herein. The Initial Term and all Renewal Terms collectively comprise the “Term” of this Agreement.

3. Termination.

3.1 For Convenience; Non-Appropriation. During the Initial Term, this Agreement may only be terminated through mutual written approval from an authorized representative of each Party. Following the Initial Term, this Agreement may be terminated by either party for convenience (including due to lack of appropriation of funds for Agency) by providing sixty (60) days written notice to the other Party. NOTE: Fees paid for Online Services are not eligible for refund, proration, or offset in the event of termination for convenience by Agency. Fees pre-paid for Professional Services may be eligible for refund, proration or offset to the extent such Services have not been delivered.

3.2 For Cause. This Agreement may be terminated by either party, effective immediately, (a) in the event the other party fails to discharge any material obligation, including payment obligations, or remedy any material default hereunder for a period of more than thirty (30) calendar days after it has been provided written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

3.3 Effect of Expiration or Termination. Upon the expiration or termination of this Agreement for any reason, Agency’s access to the Services herein shall cease unless Lexipol has, in its sole discretion, provided for their limited continuation. Termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration, including payment obligations.

4. Fees; Invoicing. Lexipol will invoice Agency at the commencement of the Initial Term and thirty (30) days prior to the commencement of each Renewal Term, if applicable. Agency agrees to remit payment within thirty (30) calendar days of receipt

of Lexipol's invoice. Payments may be made electronically through Lexipol's online customer portal or by mailing a check to Lexipol, LLC at PO Box 676232 Dallas, TX 75267-6232 (Attn: Accounts Receivable). Agency is responsible for all third-party fees (e.g., wire fees, bank fees, credit card processing fees) incurred when paying electronically, and such fees are in addition to those listed on Exhibit A. Lexipol reserves the right to increase fees for Renewal Terms following notice to Agency. All fee amounts stated in Exhibit A are exclusive of taxes. Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to receipt of Lexipol's Services. If Agency is exempt, it must send its exemption certificate(s) to taxes@lexipol.com.

5. Terms of Service. The following provisions govern access to and use of specific Lexipol's Services:

5.1 Online Services. Lexipol's Online Services include all online services offered by Lexipol and its partners, affiliates, and licensors. Online Services include, without limitation, Lexipol's Policy Knowledge Management System ("KMS"), Learning Management System ("LMS"), Cordico wellness application(s), GrantFinder, Virtual Instructor-Led Training, and the LEFTA Systems suite of solutions (collectively, the "Online Services"). Note: LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU.

5.2 Professional Services. Lexipol's Professional Services include those Services that are not part of Lexipol's Online Services and which require the direct, hands-on professional expertise of Lexipol personnel and/or contractors, including implementation support for policy manuals and software, technical support for online learning, accreditation consulting, grant writing, and projects requiring regular input from Lexipol's subject matter experts (collectively, "Professional Services"). Professional Services may also be referred to as "One-Time" Services on Exhibit A and may also include the provision of supplemental documentation from Lexipol's Professional Services team, either with this Agreement or during the provision of Service. NOTE: Agency is responsible for submitting all information reasonably required by Lexipol's grant writing team in a timely manner and always at least five (5) days prior to each grant application submission date. Agency is responsible for submissions of final grant applications by grant deadlines. Failure to timely submit required materials to Lexipol's grant writing team will result in rollover of project fees to next grant application cycle, not a refund of fees. Requests for cancellation of grant writing services which have already begun will result in a 50% fee of the total value of the service.

5.3 Account Security. Access to Lexipol's Services is personal and unique to Agency. Agency shall not assign, transfer, or provide access to Lexipol Services to any third party without Lexipol's prior written consent. Agency is responsible for maintaining the security and confidentiality of Agency's usernames and passwords and the security of Agency's accounts. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's account or Agency's usernames and/or passwords.

5.4 Agency Data. Lexipol's use of Agency Data is limited to providing and improving the Services, retaining records in the regular course of business, and complying with applicable legal obligations. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data, including technical and organizational measures to protect Agency Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure, including through measures specified by the National Institute of Standards and Technology (NIST). Lexipol's Services use the Secure Socket Layer (SSL) protocol, which encrypts information as it travels between Lexipol and Agency. However, data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits is 100% secure.

5.5 Intellectual Property. Lexipol's Services, and all Lexipol Content underlying such Services, are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. When subscribing to Lexipol's Online Services, Agency and its authorized personnel receive a personal, limited, non-sublicensable and non-assignable license to access and use the Services in conformity with these Terms. Nothing contained in this Agreement, and no course of dealing, shall be construed as conferring any right of ownership to Lexipol's Services or Lexipol Content. Lexipol Content may be incorporated into Agency's final policy manuals, including beyond the Term of this Agreement, but Agency may not otherwise share Lexipol Content with private, for-profit, or commercial third parties, or commercialize Lexipol Content in any way. Agency acknowledges and agrees that Lexipol shall have no responsibility to update the Lexipol Content used by Agency beyond the Term of this Agreement and that Lexipol hereby disclaims and shall have no liability whatsoever for Agency's reliance on or use of modified or derivative forms of Lexipol Content including, without limitation, any revision, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, adapted, or modified from its original form. NOTE: AGENCY ACKNOWLEDGES AND AGREES THAT, PRIOR TO USE AND FINAL PUBLICATION, ALL AGENCY POLICIES AND DAILY TRAINING BULLETINS (DTBs) HAVE BEEN INDIVIDUALLY REVIEWED AND ADOPTED BY AGENCY. AGENCY ACKNOWLEDGES AND AGREES THAT IT, AND NOT LEXIPOL, IS CONSIDERED THE "POLICY MAKER" WITH REGARD TO EACH AND EVERY SUCH POLICY AND DTB.

6. Confidentiality. Each Party may disclose information to the other Party that would be reasonably considered confidential,

including Agency Data (collectively, “Confidential Information”). Upon receiving such Confidential Information, each Party will: (a) limit disclosure of such Confidential Information to authorized representatives only; (b) advise its personnel and agents of the confidential nature of such Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing Party. Notwithstanding the foregoing, this section shall not operate to limit Agency’s disclosure authority pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, Freedom of Information Act request, Public Records Act request, or equivalent, provided that Agency notifies Lexipol of such disclosure, to the extent practicable, such that Lexipol may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of Lexipol’s Confidential Information and trade secrets.

7. Warranty. LEXIPOL WARRANTS THAT IT SHALL NOT KNOWINGLY INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS; THAT ITS SERVICES ARE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS; AND THAT THEY SHALL BE FIT FOR THE SPECIFIC PURPOSES SET FORTH HEREIN. BEYOND THE FOREGOING, LEXIPOL’S SERVICES ARE PROVIDED “AS-IS” AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE.

8. Indemnification; Limitation of Liability. Lexipol will indemnify, defend, and hold harmless Agency from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising directly and solely out of Lexipol’s acts or omissions in providing the Services. Each Party’s cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed the aggregate amount of fees paid by Agency to Lexipol during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall either Party be liable for indirect, incidental, consequential, special, exemplary damages, or lost profits.

9. General Terms.

9.1 Entire Agreement. This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by either party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both parties.

9.2 General Interpretation. The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.

9.3 Invalidity of Provisions. Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties’ intention as reflected in such provision to the maximum extent possible.

9.4 Governing Law. Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

9.5 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, this Agreement may be assumed by a party’s successor in interest through merger, acquisition, or consolidation without additional notice or consent.

9.6 Waiver. Either party’s failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

9.7 Notices. Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.



MASTER SERVICE AGREEMENT

Initial Term Start Date: 12/01/2025

Initial Term End Date: 11/30/2026

Account Executive Information

Angela Poole
Customer Success Manager
apoole@lexipol.com

Lexipol LLC
2611 Internet Blvd., Ste. 120
Frisco, Texas 75034

Agency Information

Nickoli Brummond
Fiscal Analyst
nbrummond@tehamaso.org
(530) 529-7950

Tehama County Sheriff's Office
22840 Antelope Blvd POB 729
Red Bluff, California 96080

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency").

This Agreement consists of:

- (a) this **Cover Sheet**
- (b) **Exhibit A** - Selected Services and Associated Fees
- (c) **Exhibit B** - Description of Services
- (d) **Exhibit C** - Terms and Conditions of Service

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

Tehama County Sheriff's Office

DocuSigned by:
Jan Roos
E06AE53CE2B942A...

Signature: _____
Print Name: _____
Title: _____
Date Signed: _____

Lexipol, LLC

Signature: _____
Print Name: Jan Roos
Title: Vice President & General Counsel
Date Signed: 10/8/2025 | 9:40 AM PDT

Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

Order Summary

Qty	Description	Unit Price	Disc (%)	Disc Amount	Tax Amount	Extended
200	Annual Corrections Policy Manual & Daily Training Bulletins	\$13,037.00	23.473%	\$3,060.19	\$0.00	\$9,976.81
Discount:				\$3,060.19	Subtotal:	\$9,976.81

Discount:	\$3,060.19
Subtotal:	\$9,976.81
Tax:	
Total Due:	\$9,976.81

Exhibit B

Description of Services

Policy Manual

Constitutionally sound, up-to-date policies are the foundation for consistent, safe public safety operations and are key to reducing risk and enhancing personnel and community safety. Lexipol's comprehensive policy manual covers all aspects of your agency's operations.

- More than 155 policies researched and written by public safety attorneys and subject matter experts
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- Content customized to reflect your agency's terminology and structure

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Even the best policy manual lacks effectiveness if it's not backed by training. Lexipol's Daily Training Bulletins are designed to help your personnel learn and apply your agency's policy content through 2-minute training exercises.

- Scenario-based training ties policy to real-world applications
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Lexipol's online content delivery platform, called KMS, provides secure storage and easy access to all your policy and training content, and our KMS mobile app facilitates staff use of policies and training completion.

- Ability to edit and customize content to reflect your agency's mission and philosophy
- Efficient distribution of policies, updates and training to staff
- Archival and easy retrieval of all versions of your agency's policy manual
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Lexipol's Knowledge Management System provides intuitive reporting capabilities and easy-to-read reports that enhance command staff meetings and strategic planning.

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- Produce reports showing completion of Daily Training Bulletins
- Sort reports by agency member, topic and other subgroups (e.g., shift, assignment)
- Reduce the time your supervisors spend verifying policy acknowledgement and training completion

Exhibit C

Terms and Conditions of Service

These Terms and Conditions of Service (the “Terms”) govern the rights and obligations of Lexipol, LLC (“Lexipol”) and Agency under this Agreement. Lexipol and Agency may each be referred to herein as a “Party” and collectively as the “Parties.”

1. Definitions. Each of the following capitalized terms will have the meaning included in this Section. Other capitalized terms are defined within their respective sections, below.

1.1 “Agency” means the department, agency, office, organization, company, or other entity purchasing and/or subscribing to Lexipol Services, as may be further denoted on the cover sheet to which these Terms are attached.

1.2 “Agency Data” means all data, information, and content owned by Agency for purposes of identifying authorized users, confirming departmental information, or which are ancillary to receipt of Lexipol Services.

1.3 “Agreement” means the combination of the cover sheet; Exhibit A (“Selected Services and Associated Fees”); Exhibit B (Description of Services); this Exhibit C (“Terms and Conditions of Service”); and any other documents attached hereto and expressly incorporated herein by reference.

1.4 “Custom Agreement Terms” refers to an optional section within Exhibit A which allows the Parties to modify this Agreement and/or incorporate additional exhibits or addenda by reference.

1.5 “Initial Term” means the initial period of time in which Agency has elected to receive Lexipol Services.

1.6 “Initial Term Start Date” is specified on the cover sheet and represents the first day of the Initial Term.

1.7 “Initial Term End Date” is specified on the cover sheet and represents the last day of the Initial Term.

1.8 “Lexipol Content” means all content in any format including but not limited to written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.

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3. Termination.

3.1 For Convenience; Non-Appropriation. During the Initial Term, this Agreement may only be terminated through mutual written approval from an authorized representative of each Party. Following the Initial Term, this Agreement may be terminated by either party for convenience (including due to lack of appropriation of funds for Agency) by providing sixty (60) days written notice to the other Party. NOTE: Fees paid for Online Services are not eligible for refund, proration, or offset in the event of termination for convenience by Agency. Fees pre-paid for Professional Services may be eligible for refund, proration or offset to the extent such Services have not been delivered.

3.2 For Cause. This Agreement may be terminated by either party, effective immediately, (a) in the event the other party fails to discharge any material obligation, including payment obligations, or remedy any material default hereunder for a period of more than thirty (30) calendar days after it has been provided written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

3.3 Effect of Expiration or Termination. Upon the expiration or termination of this Agreement for any reason, Agency’s access to the Services herein shall cease unless Lexipol has, in its sole discretion, provided for their limited continuation. Termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration, including payment obligations.

4. Fees; Invoicing. Lexipol will invoice Agency at the commencement of the Initial Term and thirty (30) days prior to the commencement of each Renewal Term, if applicable. Agency agrees to remit payment within thirty (30) calendar days of receipt

of Lexipol's invoice. Payments may be made electronically through Lexipol's online customer portal or by mailing a check to Lexipol, LLC at PO Box 676232 Dallas, TX 75267-6232 (Attn: Accounts Receivable). Agency is responsible for all third-party fees (e.g., wire fees, bank fees, credit card processing fees) incurred when paying electronically, and such fees are in addition to those listed on Exhibit A. Lexipol reserves the right to increase fees for Renewal Terms following notice to Agency. All fee amounts stated in Exhibit A are exclusive of taxes. Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to receipt of Lexipol's Services. If Agency is exempt, it must send its exemption certificate(s) to taxes@lexipol.com.

5. Terms of Service. The following provisions govern access to and use of specific Lexipol's Services:

5.1 Online Services. Lexipol's Online Services include all online services offered by Lexipol and its partners, affiliates, and licensors. Online Services include, without limitation, Lexipol's Policy Knowledge Management System ("KMS"), Learning Management System ("LMS"), Cordico wellness application(s), GrantFinder, Virtual Instructor-Led Training, and the LEFTA Systems suite of solutions (collectively, the "Online Services"). Note: LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU.

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5.3 Account Security. Access to Lexipol's Services is personal and unique to Agency. Agency shall not assign, transfer, or provide access to Lexipol Services to any third party without Lexipol's prior written consent. Agency is responsible for maintaining the security and confidentiality of Agency's usernames and passwords and the security of Agency's accounts. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's account or Agency's usernames and/or passwords.

5.4 Agency Data. Lexipol's use of Agency Data is limited to providing and improving the Services, retaining records in the regular course of business, and complying with applicable legal obligations. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data, including technical and organizational measures to protect Agency Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure, including through measures specified by the National Institute of Standards and Technology (NIST). Lexipol's Services use the Secure Socket Layer (SSL) protocol, which encrypts information as it travels between Lexipol and Agency. However, data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits is 100% secure.

5.5 Intellectual Property. Lexipol's Services, and all Lexipol Content underlying such Services, are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. When subscribing to Lexipol's Online Services, Agency and its authorized personnel receive a personal, limited, non-sublicensable and non-assignable license to access and use the Services in conformity with these Terms. Nothing contained in this Agreement, and no course of dealing, shall be construed as conferring any right of ownership to Lexipol's Services or Lexipol Content. Lexipol Content may be incorporated into Agency's final policy manuals, including beyond the Term of this Agreement, but Agency may not otherwise share Lexipol Content with private, for-profit, or commercial third parties, or commercialize Lexipol Content in any way. Agency acknowledges and agrees that Lexipol shall have no responsibility to update the Lexipol Content used by Agency beyond the Term of this Agreement and that Lexipol hereby disclaims and shall have no liability whatsoever for Agency's reliance on or use of modified or derivative forms of Lexipol Content including, without limitation, any revision, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, adapted, or modified from its original form. NOTE: AGENCY ACKNOWLEDGES AND AGREES THAT, PRIOR TO USE AND FINAL PUBLICATION, ALL AGENCY POLICIES AND DAILY TRAINING BULLETINS (DTBs) HAVE BEEN INDIVIDUALLY REVIEWED AND ADOPTED BY AGENCY. AGENCY ACKNOWLEDGES AND AGREES THAT IT, AND NOT LEXIPOL, IS CONSIDERED THE "POLICY MAKER" WITH REGARD TO EACH AND EVERY SUCH POLICY AND DTB.

6. Confidentiality. Each Party may disclose information to the other Party that would be reasonably considered confidential,

including Agency Data (collectively, “Confidential Information”). Upon receiving such Confidential Information, each Party will: (a) limit disclosure of such Confidential Information to authorized representatives only; (b) advise its personnel and agents of the confidential nature of such Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing Party. Notwithstanding the foregoing, this section shall not operate to limit Agency’s disclosure authority pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, Freedom of Information Act request, Public Records Act request, or equivalent, provided that Agency notifies Lexipol of such disclosure, to the extent practicable, such that Lexipol may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of Lexipol’s Confidential Information and trade secrets.

7. Warranty. LEXIPOL WARRANTS THAT IT SHALL NOT KNOWINGLY INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS; THAT ITS SERVICES ARE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS; AND THAT THEY SHALL BE FIT FOR THE SPECIFIC PURPOSES SET FORTH HEREIN. BEYOND THE FOREGOING, LEXIPOL’S SERVICES ARE PROVIDED “AS-IS” AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE.

8. Indemnification; Limitation of Liability. Lexipol will indemnify, defend, and hold harmless Agency from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising directly and solely out of Lexipol’s acts or omissions in providing the Services. Each Party’s cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed the aggregate amount of fees paid by Agency to Lexipol during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall either Party be liable for indirect, incidental, consequential, special, exemplary damages, or lost profits.

9. General Terms.

9.1 Entire Agreement. This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by either party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both parties.

9.2 General Interpretation. The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.

9.3 Invalidity of Provisions. Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties’ intention as reflected in such provision to the maximum extent possible.

9.4 Governing Law. Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

9.5 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, this Agreement may be assumed by a party’s successor in interest through merger, acquisition, or consolidation without additional notice or consent.

9.6 Waiver. Either party’s failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

9.7 Notices. Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.