TEHAMA COUNTY BOARD OF SUPERVISORS

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

Gabriel Hydrick
Chief Administrator

Margaret Long
County Counsel

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

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

AGENDA FOR TUESDAY, JULY 22, 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. Any disorderly conduct which disrupts, disturbs, or otherwise impedes the orderly conduct of the Board meeting is prohibited.

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

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

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

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

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

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

The Agenda is divided into two sections:

CONSENT AGENDA:

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

REGULAR AGENDA:

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

9:00 AM CALL TO ORDER / PLEDGE OF ALLEGIANCE

PLEASE TURN OFF OR MUTE YOUR CELL PHONE

PUBLIC COMMENT

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

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

ANNOUNCEMENT OF AGENDA CORRECTIONS

PREVIOUS REPORTABLE ACTIONS FROM CLOSED SESSION

BOARD OF SUPERVISORS STANDING AND AD HOC COMMITTEE

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

Public Works Committee (Standing) (Hansen, Walker)

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

Public Safety Tax Initiative Working Group (Hansen, Jones)

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

REPORTS OF MEETINGS ATTENDED INCLUDING AB1234

ANNOUNCEMENTS BY COUNTY DEPARTMENTS

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

CONSENT AGENDA

1. GENERAL WARRANT REGISTER 6/29/25 - 7/5/25 25-1242

2. AUDITOR'S CLAIMS 25-1241

a) Court Operations, 2026-53221, Benjamin E. Magid, $2,800.00.
b) Court Operations, 2017-53230, Kent R. Caruso, PH.D., $1,250.00.

3. AUDITOR 25-1250

a) STALE DATED WARRANT-Pursuant to Government Code Section 29802, authorization to reissue the following stale dated warrant

1)Warrant Number 70864222, dated 10/15/2024 in the amount of $602.66 to Daniel David Etal

4. FIRE 25-1225

a) AGREEMENT / RESOLUTION - Request adoption of a Resolution approving and authorizing the Chair to sign the Cooperative Fire Protection Services Agreement #2CA07282 for Local Agencies for Schedule "A" and Amador Fire Protection Services with the California Department of Forestry and Fire Protection; and to further sign Schedule "E", Self-Insurance Certification of Local Agency of Tort Liability and Local Agency-Owned Vehicles in an amount not to exceed $4,953,856 effective 7/1/25 through 6/30/26

b) Request authorization for the Chair to sign the Intent to Renew Letter for continued services in FY 26/27

5. SHERIFF'S OFFICE 25-1229

a) AGREEMENT - Request approval and authorization for the Sheriff and the Chairman to sign Amendment No. 2 to the Agreement with Bennet Omalu Pathology

Misc. Agree. 2025-49 and as amended by Misc. Agree. 2025-89, to settle outstanding invoices totaling $10,000 related to the expired Misc. Agree. 2018-65, maintaining an amount not to exceed $100,000, effective 3/1/25 through 2/29/28

6. SHERIFF'S OFFICE **25-1230**

a) AGREEMENT- Request approval and authorization for the Chairman and Sheriff to sign the Agreement with Obsidian IT for the provision of technology support services for a monthly flat fee of $15,155.81, with maximum compensation not to exceed $181,869.72 additionally the County shall pay a maximum of $10,000 for computer services specifically requested that are not covered under Exhibit "B" at the hourly rate of $142.25 per hr., the maximum annual compensation payable under this agreement is $191,869.72, effective 7/1/25 and shall terminate 6/30/26

7. SHERIFF'S OFFICE / PROBATION DEPARTMENT **25-1271**

a) AGREEMENT - Request approval and authorization for the Sheriff and the Chief Probation Officer to sign the Interagency Memorandum of Understanding for the purpose of providing Computer Voice Stress Analyzer (CVSA) examinations to pre-employment applicants, in the amount of $400 for each CVSA examination conducted with maximum compensation not to exceed $8,000 per year, effective 7/1/25 through 6/30/28

8. SHERIFF'S OFFICE / PROBATION DEPARTMENT **25-1272**

a) AGREEMENT - Request approval and authorization for the Sheriff and the Chief Probation Officer to sign the Interagency Memorandum of Understanding for the purpose of providing maintenance on the Juvenile Hall sewage grinder, in the amount of $850 for each maintenance call with a maximum compensation not to exceed $8,000 per year, effective 7/1/25 through 6/30/28

9. DEPARTMENT OF AGRICULTURE **25-1238**

a) AGREEMENT - Request approval and authorization for the Agricultural Commissioner to sign Cooperative Agreement No. 25-0224-000-SA with the California Department of Food and Agriculture for the provision of costs incurred relative to enforcement activities of the California Organic Foods and Farming Act in an amount not to exceed $5,640, effective 7/1/25 through 6/30/26

10. DEPARTMENT OF AGRICULTURE **25-1239**

a) AGREEMENT- Request approval and authorization for the Agricultural Commissioner to sign Standard Agreement No. 25-0002-015-SF, the Contractor Certification, and the Postconsumer-Content Certification with the California Department of Food and Agriculture for the provisions of the Statewide Exotic Pest Detection for placing and servicing traps for the detection of exotic insect pests, in an amount not to exceed $27,859, effective 7/1/25 through 6/30/26

11. SOCIAL SERVICES / DISTRICT ATTORNEY **25-1246**

a) AGREEMENT - Request approval and authorization for the Social Services Director and the District Attorney to sign Amendment No. 1 to Miscellaneous Agreement 2024-227, Interagency Memorandum of Understanding for the purpose of

investigations of Welfare Fraud and IHSS Fraud through the Special Investigations Unit, to increase the maximum compensation by $150,000, bringing the total not to exceed amount to $662,418, and extending the term through 7/31/25

12. SOCIAL SERVICES 25-1252

a) AGREEMENT - Request approval and authorization for the Chair and the Social Services Director to sign the Memorandum of Understanding with the Tehama County Department of Education, Foster Youth Services Program for the purpose of coordinating Education Support for Dependent Youth in the amount of $249,018.75 effective 7/1/25 and shall terminate 6/30/26 *(Subject to receipt of required insurance documentation)*

13. HEALTH SERVICES AGENCY / MENTAL HEALTH 25-1265

a) AGREEMENT - Request approval and authorization for the Executive Director to sign the agreement with His Ideas, Inc. a California corporation dba Children First Foster Family Agency and/or Lassen Counseling Center for the provision of Mental Health Services for the rates as listed for the total compensation not to exceed $1,500,000 during any fiscal year, effective 7/1/25 and shall terminate 6/30/28

14. CLERK & RECORDER 25-1266

a) AGREEMENT - Request approval and authorization for the Clerk & Recorder to sign Amendment #1 to the License and Services Agreement with Tyler Technologies (Misc Agreement 2023-42) for the purpose of adding credit card readers to the system

15. COMMITTEES & COMMISSIONS 25-1274

a) BOARD OF LAW LIBRARY TRUSTEES OF TEHAMA COUNTY - One one-year appointment to fill the expired term of Alicia Meyer as County Librarian with new said term expiring upon first Board of Supervisors' meeting of January 2026
(Interested person: Alicia Meyer, County Librarian)

b) BOARD OF LAW LIBRARY TRUSTEES OF TEHAMA COUNTY - One one-year appointment to fill the expired term of Matthew Rogers as District Attorney with new said term expiring upon first Board of Supervisors' meeting of January 2026
(Interested person: Matthew Rogers, District Attorney)

c) BOARD OF LAW LIBRARY TRUSTEES OF TEHAMA COUNTY - One one-year appointment to fill the expired term of Andrew Plett as Deputy County Counsel with new said term expiring upon first Board of Supervisors' meeting of January 2026
(Interested person: Andrew Plett, Deputy County Counsel)

REGULAR AGENDA

16. PLANNING DEPARTMENT / TREASURER/TAX COLLECTOR - Planning Director Jessica Martinez and Treasurer/Tax Collector - Parker Hunt 25-1195

a) STUDY SESSION - To review and receive input regarding Short-Term Rentals

b) Discussion and possible direction to staff to create an ordinance and process for short-term rentals

17. SHERIFF / PERSONNEL - Sheriff Dave Kain 25-1264

a) OTHER THAN "A" STEP - Request approval to appoint applicant as Sheriff's Correctional Deputy, Range 32, Step 5, upon successful completion of all pre-employment requirements

18. SHERIFF'S OFFICE - Sheriff Dave Kain 25-1254

a) RESOLUTION - Request adoption of the resolution authorizing the Sheriff's Office to accept grant funding from the Law Enforcement: Small and Mid-Size Organizations/Agencies FY 25/26 Grant, Cannabis Tax Fund Grant Program (CTFGP), from the State of California Department of California Highway Patrol for FY 25/26, if awarded, the anticipated amount of funding is $72,798.43, and to have signature authority on all program-related documents to carry out the purpose of this resolution

b) AGREEMENT - Request approval and authorization for the Sheriff to electronically sign the FY 25/26 CTFGP Law Enforcement Grant Agreement through the State of California Department of California Highway Patrol, to accept reimbursement for the amount not to exceed $72,798.43 effective 7/1/25 and shall terminate 6/30/25

19. SHERIFF'S OFFICE - Sheriff Dave Kain 25-1255

a) RESOLUTION - Request adoption of the resolution authorizing the Sheriff's Office to accept grant funding from the Toxicology: Medical Examiners/Coroners Offices, and Law Enforcement Coroner Divisions FY 25/27 grant, Cannabis Tax Fund Grant Program (CTFGP), State of California Department of California Highway Patrol for Fiscal Years 25/26 and 26/27, if awarded, the anticipated amount of funding is $100,00, and to have signature authority on all program-related documents to carry out the purpose of this resolution

b) AGREEMENT - Request approval and authorization for the Sheriff to electronically sign the FYs 25 - 27 CTFGP Toxicology Coroners - Grant Agreement through the State of California Department of California Highway Patrol, to accept reimbursement for the amount not to exceed $100,00 effective 7/1/25 and shall terminate 6/30/27

20. SHERIFF'S OFFICE - Sheriff Dave Kain 25-1291

a) AGREEMENT - Request approval and authorization for the Sheriff and the Chairman to sign the Amendment No. 1 to the Agreement with UBEO West, LLC Misc. Agree. 2025-187 to agree that funding will be budgeted yearly to ensure the agreed upon lease payments will be made throughout the life of the multi-year agreement for the lease of 8 multifunction devices (copier/printer/scanner/fax) and 8 printers, effective 4/22/25 and shall terminate on 4/21/30

21. SHERIFF'S OFFICE - Sheriff Dave Kain 25-1177

a) RESOLUTION: Request adoption of the resolution authorizing the Sheriff's Office to retain the Law Firm of Jones Mayer to provide conflict legal counsel and advisory services in connection with an ongoing criminal investigation involving public officials

and county department heads, agreement will not exceed $100,000.00

22. PERSONNEL - Personnel Director Coral Ferrin **25-1258**

a) AGREEMENT - Request approval and authorization for the Personnel Director to sign the agreement with AirMedCare Network (AMCN) for the purpose of providing Tehama County employees with an opportunity to enroll in emergent air ambulance transportation program, effective 7/22/25

b) AGREEMENT - Request approval and authorization for the Personnel Director to sign the agreement with AirMedCare Network Fly-U-Home for the purpose of providing Tehama County employees with an opportunity to enroll in non-emergent patient transports within the contiguous 48 states, effective 7/22/25

c) AGREEMENT - Request approval and authorization for the Personnel Director to sign the agreement with AirMed International for the purpose of providing Tehama County employees with an opportunity to enroll in non-emergent patient transports internationally, effective 7/22/25

23. PERSONNEL / ADMINISTRATION - Personnel Director Coral Ferrin **25-1183**

a) Request the Board of Supervisors approve proposed revisions to the classification specification of Chief Administrator, effective 7/22/25

1:30 P.M.

24. ENVIRONMENTAL HEALTH / CODE ENFORCEMENT - Code Enforcement Officers Clint Weston and Ron Robbins **25-1253**

a) Public Nuisance Administrative Penalty Lien Hearing Pursuant to Chapter 10.16 of the Tehama County Code and Government Code section 53069.4:

1) HEARING - Conduct Hearing to review the enforcing officer's report of the amount of administrative penalty and to determine whether, and in what amount, the administrative penalty shall be enforced as a lien against the affected property listed below:

Owner: Elsie Morgan, deceased, c/o Lynda Yanez
Site Address: 23150 Smith Ave., Gerber
APN: 063-210-017 District 4
Code Case: CE-25-22

2) RESOLUTION - Request adoption of an Administrative Penalty Lien Resolution making a determination and ordering that the amount of administrative penalty relating to public nuisance be enforced as a lien against the affected property and further ordering recordation of a notice of administrative penalty lien against said property

25. ENVIRONMENTAL HEALTH / CODE ENFORCEMENT - Code Enforcement Officers Clint Weston and Ron Robbins **25-1256**

a) Public Nuisance Administrative Penalty Lien Hearing Pursuant to Chapter 10.16 of

the Tehama County Code and Government Code section 53069.4:

1) HEARING - Conduct Hearing to review the enforcing officer's report of the amount of administrative penalty and to determine whether, and in what amount, the administrative penalty shall be enforced as a lien against the affected property listed below:

Owner: Mario Andrade, Margarita Andrade, Fernandeo Torres and Lorena Torres
Site Address: 20740 Canal View Rd., Corning
APN: 061-360-013 District 4
Code Case: CE-24-124

2) RESOLUTION - Request adoption of an Administrative Penalty Lien Resolution making a determination and ordering that the amount of administrative penalty relating to public nuisance be enforced as a lien against the affected property and further ordering recordation of a notice of administrative penalty lien against said property

26. ENVIRONMENTAL HEALTH / CODE ENFORCEMENT - Code Enforcement Officers Clint Weston and Ron Robbins 25-1259

a) Public Nuisance Administrative Penalty Lien Hearing Pursuant to Chapter 10.16 of the Tehama County Code and Government Code section 53069.4:

1) HEARING - Conduct Hearing to review the enforcing officer's report of the amount of administrative penalty and to determine whether, and in what amount, the administrative penalty shall be enforced as a lien against the affected property listed below:

Owner: Shirley Lynn Burns, Deceased, Anthonius Todd Nuse
Site Address: 22825 Jorgenson Ln., Red Bluff
APN: 039-340-043 District 3
Code Case: CE-23-160

2) RESOLUTION - Request adoption of an Administrative Penalty Lien Resolution making a determination and ordering that the amount of administrative penalty relating to public nuisance be enforced as a lien against the affected property and further ordering recordation of a notice of administrative penalty lien against said property

27. ENVIRONMENTAL HEALTH / CODE ENFORCEMENT - Code Enforcement Officers Clint Weston and Ron Robbins 25-1262

a) Public Nuisance Administrative Penalty Lien Hearing Pursuant to Chapter 10.16 of the Tehama County Code and Government Code section 53069.4:

1) HEARING - Conduct Hearing to review the enforcing officer's report of the amount of administrative penalty and to determine whether, and in what amount, the administrative penalty shall be enforced as a lien against the affected

property listed below:

Owner: Peter Raap & Lois Raap
Site Address: 18200 Luce Griswold Rd., Cottonwood
APN: 006-040-037 District 1
Code Case: CE-24-135

2) RESOLUTION - Request adoption of an Administrative Penalty Lien Resolution making a determination and ordering that the amount of administrative penalty relating to public nuisance be enforced as a lien against the affected property and further ordering recordation of a notice of administrative penalty lien against said property

28. ENVIRONMENTAL HEALTH / CODE ENFORCEMENT - Code Enforcement Officers Clint Weston and Ron Robbins 25-1260

a) Public Nuisance Administrative Penalty Lien Hearing Pursuant to Chapter 10.16 of the Tehama County Code and Government Code section 53069.4:

1) HEARING - Conduct Hearing to review the enforcing officer's report of the amount of administrative penalty and to determine whether, and in what amount, the administrative penalty shall be enforced as a lien against the affected property listed below:

Owner: James R Chandler
Site Address: 3580 Toomes Ave., Corning
APN: 087-100-055 District 4
Code Case: CE-24-100

2) RESOLUTION - Request adoption of an Administrative Penalty Lien Resolution making a determination and ordering that the amount of administrative penalty relating to public nuisance be enforced as a lien against the affected property and further ordering recordation of a notice of administrative penalty lien against said property

29. ENVIRONMENTAL HEALTH / CODE ENFORCEMENT - Code Enforcement Officers Clint Weston and Ron Robbins 25-1267

a) Public Nuisance Administrative Penalty Lien Hearing Pursuant to Chapter 10.16 of the Tehama County Code and Government Code section 53069.4:

1) HEARING - Conduct Hearing to review the enforcing officer's report of the amount of administrative penalty and to determine whether, and in what amount, the administrative penalty shall be enforced as a lien against the affected property listed below:

Owner: Faith Hope Love House of Healing E L Trust
Russell Allen Smith Succ Tr
Site Address: 16900 View Dr., Cottonwood
APN: 007-110-013 District 1

Code Case: CE-24-90

2) RESOLUTION - Request adoption of an Administrative Penalty Lien Resolution making a determination and ordering that the amount of administrative penalty relating to public nuisance be enforced as a lien against the affected property and further ordering recordation of a notice of administrative penalty lien against said property

30. ENVIRONMENTAL HEALTH / CODE ENFORCEMENT - Code Enforcement Officers Clint Weston and Ron Robbins **25-0796**

a) Request that the Board of Supervisors adopt the Administrative Hearing Officer's recommended decision relating to Public Nuisance Administrative Penalty Lien Hearing Pursuant to Chapter 9.06 (Marijuana) of the Tehama County Code and Government Code section 53069.4 and section 25845:

Owner: Dakota Lane Farms, LLC
DBA Orchards
Address: 2854 Illinois Ave., Corning
APN: 091-080-004 ("Premises") (District 5)

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.

31. CLOSED SESSION **25-1090**

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

Title: Part One of the Child Support Services Director Annual Performance Evaluation Process

32. CLOSED SESSION **25-1194**

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

Title: Part Two of the Chief Administrator Annual Performance Evaluation Process

33. CLOSED SESSION **25-1270**

a) Liability Claims Pursuant to Government code 54956.95
Claimant: Olivia, Melinda, and Luke Freemyers
Agency claimed against: Tehama County

34. CLOSED SESSION **25-1306**

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

Title: Director of Public Works

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.

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.

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 #: 25-1242 **Agenda Date:** 7/22/2025 **Agenda #:** 1.

GENERAL WARRANT REGISTER 6/29/25 - 7/5/25

Requested Action(s)

Financial Impact:
As Listed.

Background Information:
Click here to enter Background Info.

Tehama County

TEBK400 - Check Register

Issue Dates between Jun 29, 2025 and Jul 5, 2025

Report Generated on: **Jul 7, 2025 8:48:28 AM**

Check Number	Post Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Check Amount
00000434	06/29/2025	101102	MOULE'S TEHAMA COUNTY GLASS IN	112	HEALTH SERVICES	40131-53170	MENTAL HEALTH	MAINTENANCE OF EQUIPMENT	$1,023.59
70875648	06/29/2025	T0041886	AIRCRAFT BLUEBOOK	101	GENERAL FUND	101-105580	NOT APPLICABLE	403043-M 811104959	$872.93
70875648	06/29/2025	T0041886	AIRCRAFT BLUEBOOK	101	GENERAL FUND	1023-53170	ASSESSOR	403043-M 811104959	$22.07
70875649	06/29/2025	134242	AMAZON CAPITAL SERVICES INC	101	GENERAL FUND	1025-53210	PURCHASING	ALHQQGV0XAUWO	$19,060.91
70875650	06/29/2025	V000250	ANTONIO CARBONELL JR	112	HEALTH SERVICES	40251-53230	CLINIC SERVICES	PROFESSIONAL/SPECIAL SERV	$1,800.00
70875651	06/29/2025	103939	AT&T	108	SOCIAL SERVICES	5013-53120	SOCIAL SERVICES	Account: 9391037769	$4.26
70875652	06/29/2025	103954	AT&T	106	PUBLIC SAFETY	2027-53170	SHERIFF	53091178551722 - Vesta System	$43,732.60
70875653	06/29/2025	113573	AT&T U-VERSE	101	GENERAL FUND	7032-53300	LOS MOLINOS VETE	313162812	$142.11
70875654	06/29/2025	122025	BIMBO BAKERIES USA	106	PUBLIC SAFETY	2032-53130	JAIL	INMATE FOOD	$142.20
70875655	06/29/2025	128476	BRYAN A JENNINGS	105	FIRE FUND	2042-53210	FIRE SCH C VOL	MISCELLANEOUS EXPENSE	$1,124.25
70875656	06/29/2025	136320	BYRON ANDERSON	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT AND CARE - OTHER	$170.00
70875657	06/29/2025	122954	CAPSA	106	PUBLIC SAFETY	106-105580	NOT APPLICABLE	FY 25/26	$250.00
70875658	06/29/2025	V000517	CARSON MCALLISTER	105	FIRE FUND	2042-53210	FIRE SCH C VOL	PIONEER	$292.31
70875659	06/29/2025	124489	CEP AMERICA CALIFORNIA	106	PUBLIC SAFETY	20321-532392	JAIL - HEALTH SE	INMATE MEDICAL - TOBISCH JUDSO	$268.80
70875660	06/29/2025	134846	CPOC	106	PUBLIC SAFETY	106-105580	NOT APPLICABLE	FY 25/26	$3,567.12
70875661	06/29/2025	100376	CITY OF RED BLUFF	101	GENERAL FUND	1014-53300	COUNTY ADMINISTR	006389-000	$32.46
70875661	06/29/2025	100376	CITY OF RED BLUFF	101	GENERAL FUND	1014-53300	COUNTY	006390-000	$42.93

Tehama County

TEBK400 - Check Register

Issue Dates between Jun 29, 2025 and Jul 5, 2025

Report Generated on: **Jul 7, 2025 8:48:28 AM**

Check Number	Post Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Check Amount
							ADMINISTR		
70875661	06/29/2025	100376	CITY OF RED BLUFF	101	GENERAL FUND	1025-53300	PURCHASING	006389-000	$6.79
70875661	06/29/2025	100376	CITY OF RED BLUFF	101	GENERAL FUND	1025-53300	PURCHASING	006390-000	$8.97
70875661	06/29/2025	100376	CITY OF RED BLUFF	101	GENERAL FUND	1031-53300	COUNTY COUNSEL	006389-000	$12.08
70875661	06/29/2025	100376	CITY OF RED BLUFF	101	GENERAL FUND	1031-53300	COUNTY COUNSEL	006390-000	$15.97
70875661	06/29/2025	100376	CITY OF RED BLUFF	101	GENERAL FUND	1041-53300	PERSONNEL	006389-000	$9.06
70875661	06/29/2025	100376	CITY OF RED BLUFF	101	GENERAL FUND	1041-53300	PERSONNEL	006390-000	$11.98
70875661	06/29/2025	100376	CITY OF RED BLUFF	101	GENERAL FUND	1076-53300	PROPERTY PLANNIN	006389-000	$7.55
70875661	06/29/2025	100376	CITY OF RED BLUFF	101	GENERAL FUND	1076-53300	PROPERTY PLANNIN	006390-000	$9.99
70875661	06/29/2025	100376	CITY OF RED BLUFF	107	RISK MANAGEMENT	1101-53300	RISK MANAGEMENT	006389-000	$7.55
70875661	06/29/2025	100376	CITY OF RED BLUFF	107	RISK MANAGEMENT	1101-53300	RISK MANAGEMENT	006390-000	$9.99
70875662	06/29/2025	T00082	CITY OF RED BLUFF	101	GENERAL FUND	1073-5330014	GENERAL SERVICES	007396-00	$116.69
70875663	06/29/2025	102616	CLIFF ROWEN	105	FIRE FUND	2042-53210	FIRE SCH C VOL	MISCELLANEOUS EXPENSE	$719.52
70875664	06/29/2025	108456	CROWN MOTORS	106	PUBLIC SAFETY	2028-53170	AUTO SHOP	AUTO SHOP PO 428899	$273.10
70875665	06/29/2025	T0041012	DASH MEDICAL GLOVES	106	PUBLIC SAFETY	2032-53220	JAIL	JAIL EXAM GLOVES	$1,314.60
70875666	06/29/2025	134605	FASTENERS INC	106	PUBLIC SAFETY	2028-53170	AUTO SHOP	AUTO SHOP NEEDS	$1.86
70875667	06/29/2025	103678	FIRST 5 TEHAMA	108	SOCIAL SERVICES	5022-55395	PUBLIC ASSISTANC	COUNTY CHILDRENS FUND	$2,057.99
70875668	06/29/2025	114635	GOLD COUNTRY HYDRAULIC & HOSE	106	PUBLIC SAFETY	2028-53170	AUTO SHOP	AUTO SHOP MAINTENANCE	$2,467.60

Tehama County

TEBK400 - Check Register

Issue Dates between Jun 29, 2025 and Jul 5, 2025

Report Generated on: **Jul 7, 2025 8:48:28 AM**

Check Number	Post Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Check Amount
70875668	06/29/2025	114635	GOLD COUNTRY HYDRAULIC & HOSE	106	PUBLIC SAFETY	2028-53170	AUTO SHOP	Field labor	$3,760.00
70875669	06/29/2025	V000498	GUAN WOOLL	112	HEALTH SERVICES	40121-53290	PUBLIC HEALTH	2025 CHEAC PH FSS TRNG SAC	$16.87
70875669	06/29/2025	V000498	GUAN WOOLL	112	HEALTH SERVICES	40251-53290	CLINIC SERVICES	2025 CHEAC PH FSS TRNG SAC	$5.63
70875670	06/29/2025	134656	HUMBOLDT MOVING & STORAGE CO I	101	GENERAL FUND	1031-53220	COUNTY COUNSEL	OFFICE EXPENSE	$57.75
70875671	06/29/2025	128891	JD POWER	101	GENERAL FUND	101-105580	NOT APPLICABLE	FY 25/26 C00008100	$266.00
70875672	06/29/2025	110694	JOSEPH R MEDELLIN	105	FIRE FUND	2042-53210	FIRE SCH C VOL	MISCELLANEOUS EXPENSE	$1,011.83
70875673	06/29/2025	103099	KEN JOHNSON	105	FIRE FUND	2042-53210	FIRE SCH C VOL	MISCELLANEOUS EXPENSE	$989.34
70875674	06/29/2025	116077	KITT MURRISON PHD	106	PUBLIC SAFETY	2032-53230	JAIL	PRE-EMPLOYMENT PSYCH - Adan Ni	$500.00
70875675	06/29/2025	110951	LIEBERT CASSIDY WHITMORE	101	GENERAL FUND	1041-53230	PERSONNEL	PROFESSIONAL/SPECIAL SERV	$9,587.00
70875676	06/29/2025	108046	MARY MORELAND	105	FIRE FUND	2042-53210	FIRE SCH C VOL	MISCELLANEOUS EXPENSE	$719.52
70875677	06/29/2025	122689	NICHOLAS D SIMPSON	105	FIRE FUND	2042-53210	FIRE SCH C VOL	MISCELLANEOUS EXPENSE	$1,011.83
70875678	06/29/2025	116981	NORCAL PRESORT	101	GENERAL FUND	1026-53220	TAX COLLECTOR	OFFICE EXPENSE	$228.69
70875679	06/29/2025	106919	NORTHERN CAL CHILD DEVELOPMENT	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	PROFESSION/SPEC OTHER	$38,703.79
70875680	06/29/2025	104757	OFFICE DEPOT (BUSINESS SVCS DI	101	GENERAL FUND	1026-53220	TAX COLLECTOR	89517192	$268.91
70875681	06/29/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	1014-53300	COUNTY ADMINISTR	8530208183-2	$332.38
70875681	06/29/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	1025-53300	PURCHASING	8530208183-2	$69.57
70875681	06/29/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	1031-53300	COUNTY COUNSEL	8530208183-2	$123.68

Tehama County

TEBK400 - Check Register

Issue Dates between Jun 29, 2025 and Jul 5, 2025

Report Generated on: **Jul 7, 2025 8:48:28 AM**

Check Number	Post Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Check Amount
70875681	06/29/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	1041-53300	PERSONNEL	8530208183-2	$92.76
70875681	06/29/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	1076-53300	PROPERTY PLANNIN	8530208183-2	$77.29
70875681	06/29/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	7021-53300	PARKS & RECREATI	1009991541-4	$249.98
70875681	06/29/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	7021-53300	PARKS & RECREATI	1051658205-2	$117.40
70875681	06/29/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	7021-53300	PARKS & RECREATI	1338174927-7	$254.43
70875681	06/29/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	7021-53300	PARKS & RECREATI	1426862609-1	$31.04
70875681	06/29/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	7021-53300	PARKS & RECREATI	8634990010-9	$568.77
70875681	06/29/2025	101231	PACIFIC GAS & ELECTRIC	107	RISK MANAGEMENT	1101-53300	RISK MANAGEMENT	8530208183-2	$77.29
70875682	06/29/2025	123194	PAMELA M NEWMAN	112	HEALTH SERVICES	40121-53280	PUBLIC HEALTH	SPECIAL DEPARTMENTAL EXP	$115.00
70875682	06/29/2025	123194	PAMELA M NEWMAN	112	HEALTH SERVICES	40131-53280	MENTAL HEALTH	SPECIAL DEPARTMENTAL EXP	$9,150.00
70875683	06/29/2025	101267	PEERLESS BUILDING MAINT INC	108	SOCIAL SERVICES	5013-53140	SOCIAL SERVICES	HOUSEHOLD EXPENSE	$8,055.55
70875684	06/29/2025	128912	PLACEWORKS INC	101	GENERAL FUND	2077-53230	PLANNING DEPARTM	For March Services	$6,065.00
70875685	06/29/2025	119576	RESTPADD	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	SUPPORT & CARE OF PERSONS	$134,400.00
70875686	06/29/2025	101509	SHELBY'S PEST CONTROL INC	101	GENERAL FUND	7032-53180	LOS MOLINOS VETE	MAY/JUNE 2025	$120.00

Tehama County

TEBK400 - Check Register

Issue Dates between Jun 29, 2025 and Jul 5, 2025

Report Generated on: **Jul 7, 2025 8:48:28 AM**

Check Number	Post Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Check Amount
70875687	06/29/2025	106940	TIME IPS INC	112	HEALTH SERVICES	112-105580	NOT APPLICABLE	135847 PP FY 25-26	$2,649.00
70875688	06/29/2025	108732	TONY'S REFRIGERATION INC	108	SOCIAL SERVICES	5013-53170	SOCIAL SERVICES	MAINTENANCE OF EQUIPMENT	$1,445.39
70875689	06/29/2025	129753	VAN DERMYDEN MAKUS LAW GROUP	107	RISK MANAGEMENT	1101-53315	RISK MANAGEMENT	INVESTIGATIONS	$38,826.49
70875690	06/29/2025	117079	VERIZON WIRELESS	101	GENERAL FUND	1023-53120	ASSESSOR	CELL PHONES	$153.60
70875690	06/29/2025	117079	VERIZON WIRELESS	101	GENERAL FUND	1031-53120	COUNTY COUNSEL	770720905-00045	$38.01
70875690	06/29/2025	117079	VERIZON WIRELESS	115	BUILDING & SAFET	2065-53120	BUILDING & SAFET	Acc#707720905-00031	$1,932.22
70875691	06/29/2025	107171	VESPER MASONIC TEMPLE ASSOC	112	HEALTH SERVICES	112-105580	NOT APPLICABLE	PP FY 25/26	$5,557.60
70875692	06/29/2025	129754	VICTOR COMMUNITY SUPPORT SERVI	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	PROFESSION/SPEC OTHER	$17,786.24
70875693	06/29/2025	V000381	XONG VANG	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT AND CARE - OTHER	$297.00
70875695	06/29/2025	126211	BETH CHRISTINE JONES	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	PROFESSIONAL/SPECIAL SERV	$3,870.00
70875697	06/29/2025	133935	BRIAN LAIR	112	HEALTH SERVICES	40251-53230	CLINIC SERVICES	OSTEO PHY &M SURG RNWL FY25/26	$475.00
70875698	06/29/2025	113004	CARMEN LENGTAT	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT AND CARE - OTHER	$132.00
70875699	06/29/2025	106801	COUNTY OF BUTTE	105	FIRE FUND	2042-57605	FIRE SCH C VOL	SPARTAN	$10,000.00
70875701	06/29/2025	110076	HOUSING AND COMMUNITY DEVELOPM	115	BUILDING & SAFET	115-207795	NOT APPLICABLE	CMH HOMES A TENNESSEE CORP	$11.00
70875702	06/29/2025	135103	JULIEANNE MANNING, TRUSTEE	101	GENERAL FUND	1021-53220	AUDITOR CONTROLL	PETTY CASH	$90.04

Tehama County

TEBK400 - Check Register

Issue Dates between Jun 29, 2025 and Jul 5, 2025

Report Generated on: **Jul 7, 2025 8:48:28 AM**

Check Number	Post Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Check Amount
70875703	06/29/2025	133736	LAURIANNE GRIFFIN, TRUSTEE	105	FIRE FUND	2042-53220	FIRE SCH C VOL	OFFICE EXPENSE	$10.32
70875706	06/29/2025	133929	MELISSA CHAMBLIN	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT AND CARE - OTHER	$300.00
70875707	06/29/2025	V000518	NATALIE BORER	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT AND CARE - OTHER	$550.00
70875708	06/29/2025	V000518	NATALIE BORER	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT AND CARE - OTHER	$550.00
70875710	06/29/2025	132917	PARKER HUNT	101	GENERAL FUND	1022-53200	TREASURER	BLOOMBERG SUBSCRIP	$299.00
70875710	06/29/2025	132917	PARKER HUNT	101	GENERAL FUND	1022-53220	TREASURER	REMOTE BATTERY	$3.11
70875710	06/29/2025	132917	PARKER HUNT	101	GENERAL FUND	1022-53220	TREASURER	TELEVISON, WALL MOUNT	$677.83
70875710	06/29/2025	132917	PARKER HUNT	101	GENERAL FUND	1022-53290	TREASURER	EMPLOYEE TRAVEL/TRAINING	$1,127.71
70875710	06/29/2025	132917	PARKER HUNT	101	GENERAL FUND	1026-53290	TAX COLLECTOR	EMPLOYEE TRAVEL/TRAINING	$1,022.52
70875711	06/29/2025	V000519	SHELLY SHELLENBERGER	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT AND CARE - OTHER	$75.00
70875712	06/29/2025	V000515	SUSAN BENNETT	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT AND CARE - OTHER	$700.00
70875713	06/29/2025	V000515	SUSAN BENNETT	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT AND CARE - OTHER	$700.00
70875714	06/29/2025	109469	TERESA CURIEL TRUSTEE	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT AND CARE - OTHER	$15.00
70875715	06/29/2025	123680	THOMAS MOSS	101	GENERAL FUND	2061-53290	AGRICULTURE COMM	EMPLOYEE TRAVEL/TRAINING	$111.76
70875716	06/29/2025	129446	TREVOR A BROOKE	105	FIRE FUND	2042-53230	FIRE SCH C VOL	PROFESSIONAL/SPECIAL SERV	$85.00

Tehama County

TEBK400 - Check Register

Issue Dates between Jun 29, 2025 and Jul 5, 2025

Report Generated on: **Jul 7, 2025 8:48:28 AM**

Check Number	Post Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Check Amount
00000435	06/30/2025	132340	ANTELOPE AUTO REPAIR LLC	112	HEALTH SERVICES	40121-53170	PUBLIC HEALTH	FY 24/25	$374.58
00000435	06/30/2025	132340	ANTELOPE AUTO REPAIR LLC	112	HEALTH SERVICES	40131-53170	MENTAL HEALTH	FY 24/25	$599.32
00000435	06/30/2025	132340	ANTELOPE AUTO REPAIR LLC	112	HEALTH SERVICES	40171-53170	DRUG & ALCOHOL	FY 24/25	$374.57
00000435	06/30/2025	132340	ANTELOPE AUTO REPAIR LLC	112	HEALTH SERVICES	40251-53170	CLINIC SERVICES	FY 24/25	$149.83
00000436	06/30/2025	100185	BEN'S TRUCK REPAIR INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	FY 24/25	$565.87
00000437	06/30/2025	108325	STAPLES ADVANTAGE	106	PUBLIC SAFETY	2013-53220	DISTRICT ATTORNE	PO 10883 FY 24/25 LA1054406	$3,550.87
00000437	06/30/2025	108325	STAPLES ADVANTAGE	106	PUBLIC SAFETY	2013-53800	DISTRICT ATTORNE	PO 10883 FY 24/25 LA1054406	$783.13
00000438	06/30/2025	107355	AIRGAS USA LLC	105	FIRE FUND	2042-53170	FIRE SCH C VOL	2143997 FY 24/25	$406.98
00000439	06/30/2025	100439	CORNING FORD JEEP CHRYSLER DOD	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	PO 41537 FY 24/25	$1,176.42
00000440	06/30/2025	102493	HUE & CRY SECURITY	112	HEALTH SERVICES	40131-53170	MENTAL HEALTH	FY 24/25	$42.00
00000441	06/30/2025	100502	CALIFORNIA NEWSPAPERS PARTNERS	101	GENERAL FUND	1041-53280	PERSONNEL	0006901462 FY 24/25	$111.63
00000442	06/30/2025	108325	STAPLES ADVANTAGE	101	GENERAL FUND	1041-53220	PERSONNEL	6029876218 FY 24/25	$84.48
00000442	06/30/2025	108325	STAPLES ADVANTAGE	101	GENERAL FUND	1041-53220	PERSONNEL	6029876226 FY 24/25	$128.98
00000442	06/30/2025	108325	STAPLES ADVANTAGE	101	GENERAL FUND	1041-53220	PERSONNEL	6029876238 FY 24/25	$461.96
00000442	06/30/2025	108325	STAPLES ADVANTAGE	101	GENERAL FUND	1041-53220	PERSONNEL	6029876243 FY 24/25	$380.61
00000442	06/30/2025	108325	STAPLES ADVANTAGE	101	GENERAL FUND	1041-53220	PERSONNEL	6029876246 FY 24/25	$197.98

Tehama County

TEBK400 - Check Register

Issue Dates between Jun 29, 2025 and Jul 5, 2025

Report Generated on: **Jul 7, 2025 8:48:28 AM**

Check Number	Post Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Check Amount
00000442	06/30/2025	108325	STAPLES ADVANTAGE	101	GENERAL FUND	2073-53280	PUB GUARDIAN / P	LA1054406 FY 24/25	$19.96
00000442	06/30/2025	108325	STAPLES ADVANTAGE	112	HEALTH SERVICES	40131-53220	MENTAL HEALTH	LA1054406 FY 24/25	$194.32
00000442	06/30/2025	108325	STAPLES ADVANTAGE	410	LAW LIBRARY	41010-53220	LAW LIBRARY	6034851818 FY 24/25	$389.23
00000443	06/30/2025	101719	THOMES CREEK ROCK	102	ROAD FUND	3011-53280	ROAD DEPARTMENT	FY 24/25	$287.09
70875717	06/30/2025	134185	AGILE OCCUPATIONAL MEDICINE PC	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	FY24/25	$240.00
70875718	06/30/2025	100065	ALSCO INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	208363 FY 24/25	$73.32
70875719	06/30/2025	135787	AMN HEALTHCARE LOCUM TENENS IN	112	HEALTH SERVICES	40251-53230	CLINIC SERVICES	FY 24/25	$20,902.00
70875720	06/30/2025	123090	ANNE M WILLIAMS	112	HEALTH SERVICES	40121-53230	PUBLIC HEALTH	FY 24/25	$5,500.00
70875721	06/30/2025	V000458	ASSOCIATED FINANCIAL ADVISORS	106	PUBLIC SAFETY	2026-53221	PUBLIC DEFENDER	24CR2208 FY 24/25	$250.00
70875722	06/30/2025	103939	AT&T	102	ROAD FUND	3011-53120	ROAD DEPARTMENT	9391032846 FY 24/25	$31.58
70875722	06/30/2025	103939	AT&T	102	ROAD FUND	3011-53120	ROAD DEPARTMENT	9391032848 FY 24/25	$31.58
70875722	06/30/2025	103939	AT&T	102	ROAD FUND	3011-53120	ROAD DEPARTMENT	9391032849 FY 24/25	$356.97
70875722	06/30/2025	103939	AT&T	102	ROAD FUND	3011-53220	ROAD DEPARTMENT	831-001-5368-803 FY 24/25	$2,478.55
70875723	06/30/2025	134521	AVAYA INC	112	HEALTH SERVICES	40121-53250	PUBLIC HEALTH	102323797 FY 24/25	$124.75

Tehama County

TEBK400 - Check Register

Issue Dates between Jun 29, 2025 and Jul 5, 2025

Report Generated on: **Jul 7, 2025 8:48:28 AM**

Check Number	Post Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Check Amount
70875723	06/30/2025	134521	AVAYA INC	112	HEALTH SERVICES	40131-53250	MENTAL HEALTH	102323797 FY 24/25	$214.65
70875723	06/30/2025	134521	AVAYA INC	112	HEALTH SERVICES	40171-53250	DRUG & ALCOHOL	102323797 FY 24/25	$60.93
70875723	06/30/2025	134521	AVAYA INC	112	HEALTH SERVICES	40251-53250	CLINIC SERVICES	102323797 FY 24/25	$55.11
70875724	06/30/2025	132459	BAY PSYCHIATRIC ASSOCIATES	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	PO9619 FY 24/25	$3,100.00
70875725	06/30/2025	131348	BEARING DISTRIBUTORS INC	102	ROAD FUND	3011-53140	ROAD DEPARTMENT	FY 24/25	$353.15
70875725	06/30/2025	131348	BEARING DISTRIBUTORS INC	102	ROAD FUND	3011-53280	ROAD DEPARTMENT	FY 24/25	$163.36
70875726	06/30/2025	127641	BHC FREMONT HOSPITAL, INC	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	FY 24/25	$6,531.00
70875727	06/30/2025	122460	BIG VALLEY SANITATION INC	102	ROAD FUND	3011-53250	ROAD DEPARTMENT	FY 24/25	$129.25
70875728	06/30/2025	112962	BUTTE CO DEPT OF PUBLIC HEALTH	112	HEALTH SERVICES	40121-53230	PUBLIC HEALTH	FY 24/25	$396.00
70875729	06/30/2025	127773	CALIFORNIA STATE LANDS COMMISS	102	ROAD FUND	3011-53230	ROAD DEPARTMENT	FY 24/25	$132.10
70875730	06/30/2025	142466	CARREL'S OFFICE MACHINES	112	HEALTH SERVICES	40121-53220	PUBLIC HEALTH	FY 24/25	$154.27
70875730	06/30/2025	142466	CARREL'S OFFICE MACHINES	112	HEALTH SERVICES	40121-53220	PUBLIC HEALTH	TC30 FY 24/25	$35.99
70875730	06/30/2025	142466	CARREL'S OFFICE MACHINES	112	HEALTH SERVICES	40121-53220	PUBLIC HEALTH	TC61 FY 24/25	$202.78
70875730	06/30/2025	142466	CARREL'S OFFICE MACHINES	112	HEALTH	40131-53220	MENTAL HEALTH	FY 24/25	$55.58

Tehama County

TEBK400 - Check Register

Issue Dates between Jun 29, 2025 and Jul 5, 2025

Report Generated on: **Jul 7, 2025 8:48:28 AM**

Check Number	Post Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Check Amount
					SERVICES				
70875730	06/30/2025	142466	CARREL'S OFFICE MACHINES	112	HEALTH SERVICES	40131-53220	MENTAL HEALTH	TC30 FY 24/25	$35.99
70875730	06/30/2025	142466	CARREL'S OFFICE MACHINES	112	HEALTH SERVICES	40171-53220	DRUG & ALCOHOL	FY 24/25	$55.58
70875730	06/30/2025	142466	CARREL'S OFFICE MACHINES	112	HEALTH SERVICES	40171-53220	DRUG & ALCOHOL	TC30 FY 24/25	$35.99
70875730	06/30/2025	142466	CARREL'S OFFICE MACHINES	112	HEALTH SERVICES	40251-53220	CLINIC SERVICES	TC30 FY 24/25	$35.99
70875731	06/30/2025	111731	CASA SERENITY LLC	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	FY 24/25	$31,403.00
70875732	06/30/2025	109928	CDW GOVERNMENT INC	112	HEALTH SERVICES	40121-53220	PUBLIC HEALTH	FY 24/25	$3,828.75
70875732	06/30/2025	109928	CDW GOVERNMENT INC	112	HEALTH SERVICES	40121-53220	PUBLIC HEALTH	PO 9135 9757194 FY 24/25	$31,751.87
70875732	06/30/2025	109928	CDW GOVERNMENT INC	112	HEALTH SERVICES	40121-53220	PUBLIC HEALTH	PO 9592 FY24/25 9757194	$2,320.17
70875732	06/30/2025	109928	CDW GOVERNMENT INC	112	HEALTH SERVICES	40131-53220	MENTAL HEALTH	FY 24/25	$3,828.75
70875732	06/30/2025	109928	CDW GOVERNMENT INC	112	HEALTH SERVICES	40131-53220	MENTAL HEALTH	PO 9135 9757194 FY 24/25	$31,751.87
70875732	06/30/2025	109928	CDW GOVERNMENT INC	112	HEALTH SERVICES	40131-53220	MENTAL HEALTH	PO 9592 FY24/25 9757194	$2,320.17
70875732	06/30/2025	109928	CDW GOVERNMENT INC	112	HEALTH SERVICES	40171-53220	DRUG & ALCOHOL	FY 24/25	$3,828.75
70875732	06/30/2025	109928	CDW GOVERNMENT INC	112	HEALTH SERVICES	40171-53220	DRUG & ALCOHOL	PO 9135 9757194 FY 24/25	$31,751.88

Tehama County

TEBK400 - Check Register

Issue Dates between Jun 29, 2025 and Jul 5, 2025

Report Generated on: **Jul 7, 2025 8:48:28 AM**

Check Number	Post Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Check Amount
70875732	06/30/2025	109928	CDW GOVERNMENT INC	112	HEALTH SERVICES	40171-53220	DRUG & ALCOHOL	PO 9592 FY24/25 9757194	$2,320.15
70875732	06/30/2025	109928	CDW GOVERNMENT INC	112	HEALTH SERVICES	40251-53220	CLINIC SERVICES	FY 24/25	$3,828.75
70875732	06/30/2025	109928	CDW GOVERNMENT INC	112	HEALTH SERVICES	40251-53220	CLINIC SERVICES	PO 9135 9757194 FY 24/25	$31,751.87
70875732	06/30/2025	109928	CDW GOVERNMENT INC	112	HEALTH SERVICES	40251-53220	CLINIC SERVICES	PO 9592 FY24/25 9757194	$2,320.17
70875733	06/30/2025	V000287	CINTAS CORPORATION NO 2	102	ROAD FUND	3011-53110	ROAD DEPARTMENT	FY 24/25	$76.59
70875733	06/30/2025	V000287	CINTAS CORPORATION NO 2	102	ROAD FUND	3011-53140	ROAD DEPARTMENT	FY 24/25	$92.66
70875733	06/30/2025	V000287	CINTAS CORPORATION NO 2	102	ROAD FUND	3011-532801	ROAD DEPARTMENT	FY 24/25	$56.10
70875734	06/30/2025	108674	DELL MARKETING LP	112	HEALTH SERVICES	40131-53800	MENTAL HEALTH	FY 24/25	$8,140.30
70875735	06/30/2025	134195	DOKKEN ENGINEERING	102	ROAD FUND	3011-53230	ROAD DEPARTMENT	FY 24/25	$3,545.51
70875735	06/30/2025	134195	DOKKEN ENGINEERING	102	ROAD FUND	3015-53230	ROAD CAPITAL PRO	FY 24/25	$1,314.27
70875736	06/30/2025	115808	ECLINICAL WORKS LLC	112	HEALTH SERVICES	40251-53230	CLINIC SERVICES	FY 24/25	$564.50
70875737	06/30/2025	136161	EMPATHY STUDIOS LLC	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	FY 24/25	$3,749.00
70875738	06/30/2025	127756	EMPOWER TEHAMA	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	FY 24/25	$1,800.00
70875739	06/30/2025	112838	FRONT ST INC	112	HEALTH	40131-55400	MENTAL HEALTH	FY 24/25	$4,588.31

Tehama County

TEBK400 - Check Register

Issue Dates between Jun 29, 2025 and Jul 5, 2025

Report Generated on: **Jul 7, 2025 8:48:28 AM**

Check Number	Post Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Check Amount
					SERVICES				
70875740	06/30/2025	V000233	GENUINE PARTS COMPANY INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	FY 24/25	$255.80
70875741	06/30/2025	119865	GHD INC	102	ROAD FUND	3015-53230	ROAD CAPITAL PRO	FY 24/25	$1,263.00
70875742	06/30/2025	V000237	GOLDEN RULE SMALL ENGINES	101	GENERAL FUND	1074-53170	FACILITIES MAINT	PO 428902 FY 24/25	$51.50
70875743	06/30/2025	100252	LYNNE MOULE	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	FY 24/25	$25.00
70875744	06/30/2025	120624	TEHAMA PHARMACY & TRADING COMP	112	HEALTH SERVICES	40131-53190	MENTAL HEALTH	FY 24/25	$63.86
70875745	06/30/2025	109635	BHC SIERRA VISTA HOSPITAL	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	FY 24/25	$22,520.00
70875745	06/30/2025	109635	BHC SIERRA VISTA HOSPITAL	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	PO 9606 FY 24/25	$4,504.00
70875745	06/30/2025	109635	BHC SIERRA VISTA HOSPITAL	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	PO9605 FY 24/25	$14,638.00
70875747	06/30/2025	132399	AMAZON CAPITAL SERVICES	535	TC CHILD & FAMIL	53510-555206	TC CHILD & FAMIL	A357MY8K7CJB20 FY 24/25	$1,060.75
70875748	06/30/2025	103939	AT&T	101	GENERAL FUND	6021-53120	LIBRARY	9391032845 FY 24/25	$60.23
70875748	06/30/2025	103939	AT&T	102	ROAD FUND	3011-53120	ROAD DEPARTMENT	9391032846 FY 24/25	$31.58
70875748	06/30/2025	103939	AT&T	102	ROAD FUND	3011-53120	ROAD DEPARTMENT	9391032848 FY 24/25	$31.58
70875748	06/30/2025	103939	AT&T	102	ROAD FUND	3011-53120	ROAD DEPARTMENT	9391032849 FY 24/25	$356.97
70875748	06/30/2025	103939	AT&T	105	FIRE FUND	2042-53120	FIRE SCH C VOL	9391032842 FY 24/25	$39.02

Tehama County

TEBK400 - Check Register

Issue Dates between Jun 29, 2025 and Jul 5, 2025

Report Generated on: **Jul 7, 2025 8:48:28 AM**

Check Number	Post Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Check Amount
70875748	06/30/2025	103939	AT&T	105	FIRE FUND	2042-53120	FIRE SCH C VOL	9391032960 FY 24/25	$94.75
70875749	06/30/2025	122455	AT&T MESSAGING	102	ROAD FUND	3011-53220	ROAD DEPARTMENT	8310015368803 FY 24/25	$2,478.55
70875750	06/30/2025	112962	BUTTE CO DEPT OF PUBLIC HEALTH	112	HEALTH SERVICES	40121-53230	PUBLIC HEALTH	PO 9581 FY 24/25	$118.00
70875751	06/30/2025	132756	CALEPA OFFICE OF DEPUTY SECRET	399	DEPARTMENT CLEAR	399-207761	NOT APPLICABLE	1% H&S 11489 FY 24/25	$443.75
70875752	06/30/2025	V000517	CARSON MCALLISTER	105	FIRE FUND	2042-53210	FIRE SCH C VOL	TGU6598 FY 24/25	$989.34
70875753	06/30/2025	133740	CHARTER COMMUNICATIONS HOLDING	101	GENERAL FUND	1073-53120	GENERAL SERVICES	127091101 FY 24/25	$1,511.24
70875754	06/30/2025	100375	CITY OF CORNING	105	FIRE FUND	2042-53300	FIRE SCH C VOL	TEH0011 FY 24/25	$46.99
70875754	06/30/2025	100375	CITY OF CORNING	105	FIRE FUND	2042-53300	FIRE SCH C VOL	TEH005 FY 24/25	$118.69
70875755	06/30/2025	100376	CITY OF RED BLUFF	101	GENERAL FUND	1073-53302	GENERAL SERVICES	006274-000 FY 24/25	$52.76
70875755	06/30/2025	100376	CITY OF RED BLUFF	101	GENERAL FUND	6021-53300	LIBRARY	007440-000 FY 24/25	$98.92
70875755	06/30/2025	100376	CITY OF RED BLUFF	101	GENERAL FUND	6021-53300	LIBRARY	007457-000 FY 24/25	$100.28
70875756	06/30/2025	121013	COASTAL BUSINESS SYSTEMS INC	112	HEALTH SERVICES	40121-53250	PUBLIC HEALTH	RE2798 FY 24/25	$93.27
70875756	06/30/2025	121013	COASTAL BUSINESS SYSTEMS INC	112	HEALTH SERVICES	40131-53220	MENTAL HEALTH	RE2798 FY 24/25	$85.82
70875756	06/30/2025	121013	COASTAL BUSINESS SYSTEMS INC	112	HEALTH SERVICES	40131-53250	MENTAL HEALTH	RE2798 FY 24/25	$498.95
70875756	06/30/2025	121013	COASTAL BUSINESS SYSTEMS INC	112	HEALTH SERVICES	40171-53250	DRUG & ALCOHOL	RE2798 FY 24/25	$1,201.61
70875756	06/30/2025	121013	COASTAL BUSINESS SYSTEMS INC	112	HEALTH SERVICES	40251-53250	CLINIC SERVICES	RE2798 FY 24/25	$1,121.08

Tehama County

TEBK400 - Check Register

Issue Dates between Jun 29, 2025 and Jul 5, 2025

Report Generated on: **Jul 7, 2025 8:48:28 AM**

Check Number	Post Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Check Amount
70875757	06/30/2025	V000491	COMER COMM INC	112	HEALTH SERVICES	40131-53800	MENTAL HEALTH	11352 FY 24/25	$23,472.87
70875758	06/30/2025	135638	COMPREHENSIVE PSYCHIATRIC SOLU	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	PO 9620 FY 24/25	$780.00
70875758	06/30/2025	135638	COMPREHENSIVE PSYCHIATRIC SOLU	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	PO 9621 FY 24/25	$2,340.00
70875759	06/30/2025	132730	CONLEY TREE AND BRUSH	112	HEALTH SERVICES	40121-53180	PUBLIC HEALTH	924 FY 24/25	$1,600.00
70875759	06/30/2025	132730	CONLEY TREE AND BRUSH	112	HEALTH SERVICES	40131-53180	MENTAL HEALTH	924 FY 24/25	$1,600.00
70875759	06/30/2025	132730	CONLEY TREE AND BRUSH	112	HEALTH SERVICES	40171-53180	DRUG & ALCOHOL	924 FY 24/25	$1,600.00
70875759	06/30/2025	132730	CONLEY TREE AND BRUSH	112	HEALTH SERVICES	40251-53180	CLINIC SERVICES	924 FY 24/25	$1,600.00
70875760	06/30/2025	T0028934	CRESTWOOD BEHAVIORAL HEALTH	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	20250501 FY 24/25	$37,076.00
70875760	06/30/2025	T0028934	CRESTWOOD BEHAVIORAL HEALTH	112	HEALTH SERVICES	40131-55407	MENTAL HEALTH	20250501 FY 24/25	$59,427.00
70875761	06/30/2025	104716	DIVERSIFIED SERVICES/COPY CENT	112	HEALTH SERVICES	40131-53280	MENTAL HEALTH	24185 FY 24/25	$1,704.20
70875762	06/30/2025	134605	FASTENERS INC	105	FIRE FUND	2042-53170	FIRE SCH C VOL	3048546 FY 24/25	$17.35
70875763	06/30/2025	113113	GREEN WASTE OF TEHAMA	102	ROAD FUND	3011-53280	ROAD DEPARTMENT	01-01624892 FY 24/25	$110.47
70875763	06/30/2025	113113	GREEN WASTE OF TEHAMA	112	HEALTH SERVICES	40121-53140	PUBLIC HEALTH	9721 FY 24/25	$9.21
70875763	06/30/2025	113113	GREEN WASTE OF TEHAMA	112	HEALTH SERVICES	40131-53140	MENTAL HEALTH	9721 FY 24/25	$9.20

Tehama County

TEBK400 - Check Register

Issue Dates between Jun 29, 2025 and Jul 5, 2025

Report Generated on: **Jul 7, 2025 8:48:28 AM**

Check Number	Post Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Check Amount
70875763	06/30/2025	113113	GREEN WASTE OF TEHAMA	112	HEALTH SERVICES	40171-53140	DRUG & ALCOHOL	9721 FY 24/25	$9.22
70875763	06/30/2025	113113	GREEN WASTE OF TEHAMA	112	HEALTH SERVICES	40251-53140	CLINIC SERVICES	9721 FY 24/25	$9.21
70875764	06/30/2025	V000173	HEATHER M O'CONNELL PH D	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	FY 24/25	$6,840.00
70875765	06/30/2025	112696	HENRY SCHEIN/CALIGOR	112	HEALTH SERVICES	40121-53190	PUBLIC HEALTH	FY 24/25	$16.71
70875765	06/30/2025	112696	HENRY SCHEIN/CALIGOR	112	HEALTH SERVICES	40251-53190	CLINIC SERVICES	FY 24/25	$1,368.50
70875766	06/30/2025	102806	HERITAGE OAKS HOSPITAL	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	FY 24/25	$7,882.00
70875766	06/30/2025	102806	HERITAGE OAKS HOSPITAL	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	PO9611 FY 24/25	$3,378.00
70875767	06/30/2025	110153	HOPKINS MEDICAL PRODUCTS	112	HEALTH SERVICES	40121-53190	PUBLIC HEALTH	FY 24/25	$366.78
70875768	06/30/2025	136121	HUNT & SONS LLC	102	ROAD FUND	3011-53291	ROAD DEPARTMENT	FY 24/25	$3,292.49
70875768	06/30/2025	136121	HUNT & SONS LLC	112	HEALTH SERVICES	40121-53291	PUBLIC HEALTH	6015 FY 24/25	$192.59
70875768	06/30/2025	136121	HUNT & SONS LLC	112	HEALTH SERVICES	40131-53291	MENTAL HEALTH	6015 FY 24/25	$810.37
70875768	06/30/2025	136121	HUNT & SONS LLC	112	HEALTH SERVICES	40171-53291	DRUG & ALCOHOL	6015 FY 24/25	$274.04
70875768	06/30/2025	136121	HUNT & SONS LLC	112	HEALTH SERVICES	40251-53291	CLINIC SERVICES	6015 FY 24/25	$77.03
70875769	06/30/2025	110895	INDUSTRIAL POWER PRODUCTS	102	ROAD FUND	3011-53170	ROAD	FY 24/25	$728.80

Tehama County

TEBK400 - Check Register

Issue Dates between Jun 29, 2025 and Jul 5, 2025

Report Generated on: **Jul 7, 2025 8:48:28 AM**

Check Number	Post Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Check Amount
							DEPARTMENT		
70875770	06/30/2025	102715	JOEL SNOW DBA	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	PO41533 FY 24/25	$307.85
70875770	06/30/2025	102715	JOEL SNOW DBA	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	PO41536 FY 24/25	$22.44
70875771	06/30/2025	136228	JOHN MUIR PHYSICIAN NETWORK	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	PO9615 FY 24/25	$2,911.00
70875771	06/30/2025	136228	JOHN MUIR PHYSICIAN NETWORK	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	PO9616 FY 24/25	$1,747.00
70875771	06/30/2025	136228	JOHN MUIR PHYSICIAN NETWORK	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	PO9618 FY 24/25	$1,910.00
70875772	06/30/2025	106086	LOCUM TENENS COM	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	FY 24/25	$2,640.00
70875773	06/30/2025	129181	MCKESSON MEDICAL	112	HEALTH SERVICES	40251-53190	CLINIC SERVICES	PO9607 FY 24/25	$148.38
70875774	06/30/2025	130681	TTS MOTORS INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	FY 24/25	$777.88
70875775	06/30/2025	123000	WEINGART DESIGN	112	HEALTH SERVICES	40121-53280	PUBLIC HEALTH	PO9614 FY 24/25	$877.97
70875776	06/30/2025	124447	211 TEHAMA	848	H&S 11489 (B) (2	84810-53280	ANTI-DRUG H&S 11	DONATION 211 FY 24/25	$10,000.00
70875777	06/30/2025	100375	CITY OF CORNING	331	CITY OF CORNING	331-301800	NOT APPLICABLE	TX & FINES MAY 25 FY 24/25	$804.72
70875777	06/30/2025	100375	CITY OF CORNING	332	CITY OF CORNING	332-301800	NOT APPLICABLE	TX & FINES MAY 25 FY 24/25	$786.50
70875778	06/30/2025	100376	CITY OF RED BLUFF	344	CITY RB MUNICIPA	344-301800	NOT APPLICABLE	TX & FINE MAY 25 FY 24/25	$1,845.08

Tehama County

TEBK400 - Check Register

Issue Dates between Jun 29, 2025 and Jul 5, 2025

Report Generated on: **Jul 7, 2025 8:48:28 AM**

Check Number	Post Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Check Amount
70875778	06/30/2025	100376	CITY OF RED BLUFF	345	CITY RB PROPERTY	345-301800	NOT APPLICABLE	TX & FINE MAY 25 FY 24/25	$3,085.77
70875779	06/30/2025	100377	CITY OF TEHAMA	367	CITY OF TEHAMA P	367-301800	NOT APPLICABLE	TX & FINE MAY 25 FY 24/25	$16.34
70875780	06/30/2025	127743	GLENNDA ALLEN, TRUSTEE	106	PUBLIC SAFETY	2037-53230	PROBATION	REIMBURSE PETTY CASH FY 24/25	$48.95
70875781	06/30/2025	112395	HOME DEPOT CREDIT SERVICES	102	ROAD FUND	3011-53180	ROAD DEPARTMENT	FY 24/25	$65.90
70875781	06/30/2025	112395	HOME DEPOT CREDIT SERVICES	102	ROAD FUND	3011-53270	ROAD DEPARTMENT	FY 24/25	$222.98
70875781	06/30/2025	112395	HOME DEPOT CREDIT SERVICES	102	ROAD FUND	3011-53280	ROAD DEPARTMENT	FY 24/25	$154.77
70875782	06/30/2025	123059	MAST ROOFING, INC	105	FIRE FUND	2042-53180	FIRE SCH C VOL	FY 24/25	$59,350.00
70875783	06/30/2025	120971	POLICE ACTIVITIES LEAGUE	848	H&S 11489 (B) (2	84810-53280	ANTI-DRUG H&S 11	FY 24/25	$5,000.00
70875784	06/30/2025	120971	POLICE ACTIVITIES LEAGUE	848	H&S 11489 (B) (2	84810-53280	ANTI-DRUG H&S 11	FY 24/25	$2,000.00
70875785	06/30/2025	101620	STATE TREASURER	376	STATE ASSESSMENT	376-301800	NOT APPLICABLE	TX & FINE MAY 25 FY 24/25	$91,996.29
70875785	06/30/2025	101620	STATE TREASURER	377	STATE FISH & GAM	377-301800	NOT APPLICABLE	TX & FINE MAY 25 FY 24/25	$353.55
70875785	06/30/2025	101620	STATE TREASURER	435	EMERGENCY MED A	435-301800	NOT APPLICABLE	TX & FINE MAY 25 FY 24/25	$31.27
70875802	06/30/2025	136709	ADVOCATES FOR HUMAN POTENTIAL	112	HEALTH SERVICES	40131-53280	MENTAL HEALTH	PO9485 FY 24/25	$569.99
70875802	06/30/2025	136709	ADVOCATES FOR HUMAN POTENTIAL	112	HEALTH SERVICES	40131-53280	MENTAL HEALTH	PO9546 FY 24/25	$350.23

Tehama County

TEBK400 - Check Register

Issue Dates between Jun 29, 2025 and Jul 5, 2025

Report Generated on: **Jul 7, 2025 8:48:28 AM**

Check Number	Post Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Check Amount
70875803	06/30/2025	132399	AMAZON CAPITAL SERVICES	535	TC CHILD & FAMIL	53510-555206	TC CHILD & FAMIL	A357MY8K7WBZO FY 24/25	$1,538.42
70875804	06/30/2025	122809	AMERICAN JANITORIAL & MAINTENA	220	TC SOLID WASTE M	4045-53230	TC/RB LANDFILL M	18847 FY 24/25	$475.00
70875805	06/30/2025	103939	AT&T	220	TC SOLID WASTE M	4045-53120	TC/RB LANDFILL M	9391032915 FY 24/25	$94.14
70875806	06/30/2025	124886	BATTLE CREEK PEST CONTROL	101	GENERAL FUND	2073-53180	PUB GUARDIAN / P	78836 FY 24/25	$75.00
70875807	06/30/2025	121013	COASTAL BUSINESS SYSTEMS INC	112	HEALTH SERVICES	40121-53250	PUBLIC HEALTH	RE2798 FY 24/25	$2,626.21
70875807	06/30/2025	121013	COASTAL BUSINESS SYSTEMS INC	112	HEALTH SERVICES	40171-53220	DRUG & ALCOHOL	RE2798 FY 24/25	$118.20
70875808	06/30/2025	103045	DEPT OF JUSTICE	101	GENERAL FUND	1105-532312	PROFESSIONAL COU	215074 FY 24/25	$770.00
70875809	06/30/2025	V000074	JAIME PERRY	112	HEALTH SERVICES	40121-53280	PUBLIC HEALTH	1186 FY 24/25	$20,000.00
70875810	06/30/2025	V000499	JJACPA INC	220	TC SOLID WASTE M	4045-53230	TC/RB LANDFILL M	0952 FY 24/25	$18,000.00
70875811	06/30/2025	134040	KELLEY DOLLING	535	TC CHILD & FAMIL	53510-555206	TC CHILD & FAMIL	2019 FY 24/25	$500.00
70875812	06/30/2025	106774	KIMBALL-MIDWEST	105	FIRE FUND	2042-53170	FIRE SCH C VOL	056363 FY 24/25	$1,153.68
70875813	06/30/2025	108868	LILLIAN A CASTRO	535	TC CHILD & FAMIL	53510-555220	TC CHILD & FAMIL	100 FY 24/25	$6,000.00
70875814	06/30/2025	100957	LOS MOLINOS HARDWARE	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	C516403 FY 24/25	$55.75
70875815	06/30/2025	133522	MICHAEL JAMARCK	105	FIRE FUND	2042-53210	FIRE SCH C VOL	TGU6598 FY 24/25	$989.34
70875816	06/30/2025	125711	MOORE & BOGENER	220	TC SOLID	4045-53230	TC/RB LANDFILL M	16248 FY 24/25	$623.10

Tehama County

TEBK400 - Check Register

Issue Dates between Jun 29, 2025 and Jul 5, 2025

Report Generated on: **Jul 7, 2025 8:48:28 AM**

Check Number	Post Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Check Amount
					WASTE M				
70875817	06/30/2025	106919	NORTHERN CAL CHILD DEVELOPMENT	535	TC CHILD & FAMIL	53510-555206	TC CHILD & FAMIL	FF2025-2 FY 24/25	$2,500.00
70875818	06/30/2025	104757	OFFICE DEPOT (BUSINESS SVCS DI	112	HEALTH SERVICES	40171-53220	DRUG & ALCOHOL	89517192 FY 24/25	$77.16
70875818	06/30/2025	104757	OFFICE DEPOT (BUSINESS SVCS DI	112	HEALTH SERVICES	40251-53220	CLINIC SERVICES	89517192 FY 24/25	$87.90
70875819	06/30/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	6021-53300	LIBRARY	5187236272-1 FY 24/25	$142.33
70875819	06/30/2025	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	0548465545-0 FY 24/25	$277.45
70875819	06/30/2025	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	5554481127-0 FY 24/25	$1,606.28
70875819	06/30/2025	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	6535518462-6 FY 24/25	$54.98
70875819	06/30/2025	101231	PACIFIC GAS & ELECTRIC	220	TC SOLID WASTE M	4045-53300	TC/RB LANDFILL M	1357775899-1 FY 24/25	$341.98
70875820	06/30/2025	101232	PACIFIC GAS & ELECTRIC	102	ROAD FUND	3011-53300	ROAD DEPARTMENT	4264120917-8 FY 24/25	$53.09
70875821	06/30/2025	112147	PANORAMIC SOFTWARE INC	101	GENERAL FUND	2073-53170	PUB GUARDIAN / P	15368 FY 24/25	$1,750.00
70875822	06/30/2025	101267	PEERLESS BUILDING MAINT INC	102	ROAD FUND	3011-53140	ROAD DEPARTMENT	68403 FY 24/25	$2,590.00
70875823	06/30/2025	109203	PIONEER SCALE CO INC	112	HEALTH SERVICES	40121-53170	PUBLIC HEALTH	13500 PO 9617 FY 24/25	$524.12
70875823	06/30/2025	109203	PIONEER SCALE CO INC	112	HEALTH SERVICES	40251-53170	CLINIC SERVICES	13500 PO 9617 FY 24/25	$74.88
70875824	06/30/2025	131712	PREMIER INDEPENDENCE INC	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	INV-0000195 FY 24/25	$11,280.00
70875825	06/30/2025	123557	QUEST DIAGNOSTICS	112	HEALTH	40121-53230	PUBLIC HEALTH	40200725 FY 24/25	$77.60

Tehama County

TEBK400 - Check Register

Issue Dates between Jun 29, 2025 and Jul 5, 2025

Report Generated on: **Jul 7, 2025 8:48:28 AM**

Check Number	Post Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Check Amount
					SERVICES				
70875825	06/30/2025	123557	QUEST DIAGNOSTICS	112	HEALTH SERVICES	40121-53230	PUBLIC HEALTH	4200725 FY 24/25	$155.20
70875826	06/30/2025	126210	RESTPADD HEALTH CORP	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	52503 FY 24/25	$131,750.00
70875827	06/30/2025	132600	RNS COMMUNICATIONS, INC	112	HEALTH SERVICES	40131-53280	MENTAL HEALTH	TCHBH-5725 FY 24/25	$5,400.00
70875828	06/30/2025	101509	SHELBY'S PEST CONTROL INC	102	ROAD FUND	3011-53140	ROAD DEPARTMENT	268701 FY 24/25	$70.00
70875828	06/30/2025	101509	SHELBY'S PEST CONTROL INC	102	ROAD FUND	3011-53140	ROAD DEPARTMENT	268886 FY 24/25	$220.00
70875828	06/30/2025	101509	SHELBY'S PEST CONTROL INC	102	ROAD FUND	3011-53140	ROAD DEPARTMENT	269863 FY 24/25	$70.00
70875829	06/30/2025	126593	SKYWAY HOUSE	112	HEALTH SERVICES	40171-55400	DRUG & ALCOHOL	6298 FY 24/25	$1,144.92
70875830	06/30/2025	101627	STATE CONTROLLER'S OFFICE	106	PUBLIC SAFETY	20139-450629	DA CHILD ABDUCTI	FY 24/25	$291,475.00
70875831	06/30/2025	111732	SULLIVAN DRILLING	476	SAFE DRINKNG WAT	47610-597205	SAFE DRINKING WA	FY 24/25	$1,034.00
70875832	06/30/2025	125161	T AND S DVBE INC	102	ROAD FUND	3011-53280	ROAD DEPARTMENT	FY 24/25	$2,649.61
70875833	06/30/2025	114627	TEHAMA SUPERIOR COURT	106	PUBLIC SAFETY	2030-53230	COURT SECURITY	5062542 QTR 4 FY 24/25	$45,706.30
70875834	06/30/2025	122965	THE PLUMBING SHOP	101	GENERAL FUND	2073-53180	PUB GUARDIAN / P	FY 24/25	$10.91
70875835	06/30/2025	135478	THE VITALITY PROJECT	112	HEALTH SERVICES	40131-53280	MENTAL HEALTH	FY 24/25	$36,639.00
70875836	06/30/2025	127907	TRADITIONS BEHAVIORAL	112	HEALTH	40131-53230	MENTAL HEALTH	PO9491 FY 24/25	$300.00

Tehama County

TEBK400 - Check Register

Issue Dates between Jun 29, 2025 and Jul 5, 2025

Report Generated on: **Jul 7, 2025 8:48:28 AM**

Check Number	Post Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Check Amount
			HEALTH		SERVICES				
70875837	06/30/2025	136617	TRIAD WATER SOLUTIONS LLC	476	SAFE DRINKNG WAT	47610-597205	SAFE DRINKING WA	FY 24/25	$7,257.70
70875838	06/30/2025	101757	TRIPLE R GAS	220	TC SOLID WASTE M	4045-53280	TC/RB LANDFILL M	FY 24/25	$246.03
70875839	06/30/2025	118444	TULLIS INC	102	ROAD FUND	3011-53280	ROAD DEPARTMENT	FY 24/25	$6,403.89
70875840	06/30/2025	134948	UBEO MIDCO LLC	101	GENERAL FUND	2073-53170	PUB GUARDIAN / P	TC38 FY 24/25	$98.51
70875841	06/30/2025	117079	VERIZON WIRELESS	101	GENERAL FUND	2073-53120	PUB GUARDIAN / P	770720905-00036 FY 24/25	$269.07
70875842	06/30/2025	135733	VESTIGE GPS	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	FY 24/25	$862.25
70875843	06/30/2025	129754	VICTOR COMMUNITY SUPPORT SERVI	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	FY 24/25	$87,008.83
70875844	06/30/2025	118871	VISTA PACIFICA ENT INC	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	FY 24/25	$19,160.00
70875844	06/30/2025	118871	VISTA PACIFICA ENT INC	112	HEALTH SERVICES	40131-55407	MENTAL HEALTH	FY 24/25	$32,012.00
70875845	06/30/2025	109450	VSS EMULTECH	102	ROAD FUND	3011-53280	ROAD DEPARTMENT	FY 24/25	$2,315.39
70875846	06/30/2025	125790	WILLIAM L BUNCH	101	GENERAL FUND	6021-53170	LIBRARY	PO4404 FY 24/25	$1,890.00
70875848	06/30/2025	109580	BRIAN EMERY	112	HEALTH SERVICES	40171-53290	DRUG & ALCOHOL	RECERT FY 24/25	$135.00
70875852	06/30/2025	109197	HIS IDEAS INC	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	052025 FY 24/25	$46,562.68
70875854	06/30/2025	112915	JAYME BOTTKE	112	HEALTH	40121-53290	PUBLIC HEALTH	2025 CHEAC FY 24/25	$12.00

Tehama County

TEBK400 - Check Register

Issue Dates between Jun 29, 2025 and Jul 5, 2025

Report Generated on: **Jul 7, 2025 8:48:28 AM**

Check Number	Post Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Check Amount
					SERVICES				
70875854	06/30/2025	112915	JAYME BOTTKE	112	HEALTH SERVICES	40251-53290	CLINIC SERVICES	2025 CHEAC FY 24/25	$12.00
70875857	06/30/2025	101232	PACIFIC GAS & ELECTRIC	102	ROAD FUND	3011-53300	ROAD DEPARTMENT	1894334487-1 FY 24/25	$44.67
70875857	06/30/2025	101232	PACIFIC GAS & ELECTRIC	102	ROAD FUND	3011-53300	ROAD DEPARTMENT	4264120917-8 FY 24/25	$131.82
70875858	06/30/2025	101232	PACIFIC GAS & ELECTRIC	102	ROAD FUND	3011-53300	ROAD DEPARTMENT	5408033337-7 FY 24/25	$2,981.62
70875860	06/30/2025	124324	ROBERT BROWNFIELD	102	ROAD FUND	3011-53280	ROAD DEPARTMENT	SPEC DEPT EX FY 24/25	$48.25
70875861	06/30/2025	101620	STATE TREASURER	399	DEPARTMENT CLEAR	399-207761	NOT APPLICABLE	FORFEIT H&S 11489 B2 FY 24/25	$10,649.55
70875863	06/30/2025	117079	VERIZON WIRELESS	102	ROAD FUND	3011-53120	ROAD DEPARTMENT	770720905-00030 FY 24/25	$1,253.80
70875746	07/02/2025	118165	ALLIANT INSURANCE SERVICES	535	TC CHILD & FAMIL	53510-53150	TC CHILD & FAMIL	FY 25/26	$1,880.24
70875786	07/03/2025	129397	FOOTHILL FIRE PROTECTION INC	220	TC SOLID WASTE M	4045-53300	TC/RB LANDFILL M	FY 25/26	$213.00
70875787	07/03/2025	119758	IMO	112	HEALTH SERVICES	40251-53220	CLINIC SERVICES	FY 25/26	$496.08
70875788	07/03/2025	132334	KENNETH W BOWLIN	106	PUBLIC SAFETY	2026-53230	PUBLIC DEFENDER	SERVICES JULY 2025 FY 25/26	$3,500.00
70875789	07/03/2025	103529	LOS MOLINOS CEMETERY DISTRICT	102	ROAD FUND	3011-53300	ROAD DEPARTMENT	FY 25/26	$500.00
70875790	07/03/2025	T00522	NADINE R RIGHTER SUC/TR	421	TAX COLLECTOR TR	421-301311	NOT APPLICABLE	008026013000 2024	$25.00

Tehama County

TEBK400 - Check Register

Issue Dates between Jun 29, 2025 and Jul 5, 2025

Report Generated on: **Jul 7, 2025 8:48:28 AM**

Check Number	Post Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Check Amount
70875791	07/03/2025	130112	SHANNON BOWLIN	106	PUBLIC SAFETY	2026-53230	PUBLIC DEFENDER	SERVICES JULY 2025 FY 25/26	$3,500.00
70875792	07/03/2025	121976	TEHAMA PROPERTY MANAGEMENT INC	535	TC CHILD & FAMIL	53510-53260	TC CHILD & FAMIL	FY 25/26	$1,500.00
70875795	07/03/2025	120882	DIGNITY HEALTH REG OFFICE-SAC	101	GENERAL FUND	4024-53230	AMBULANCE SERVIC	153-704000-57800-000 FY 25/26	$4,500.00

Tehama County

Agenda Request Form

File #: 25-1241 **Agenda Date:** 7/22/2025 **Agenda #:** 2.

AUDITOR'S CLAIMS

Requested Action(s)
a) Court Operations, 2026-53221, Benjamin E. Magid, $2,800.00.
b) Court Operations, 2017-53230, Kent R. Caruso, PH.D., $1,250.00.

Financial Impact:
As Listed.

Background Information:
Click here to enter Background Info.

25-1241

RECEIVED
JUN 26 2025

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

AUDITORS USE ONLY	
COUNTY CLAIM No:	
VENDOR No: 132443	KP & VERIFIED:

CLAIMANT'S NAME Benjamin E. Magid
ADDRESS PO Box 2965
Weaverville, CA 96093
(Do not address if transaction is between County departments)

PURCHASE ORDER / AGREEMENT No.:

DEPARTMENT:

FUND / DEPT.		PROJECT No.	ACCT. No.	WARRANT DESCRIPTION (25 positions)	AMOUNT
~~106~~-2026		~~5323015~~		24JU-000094	$2,800.00
		53221		INV 12312270	
				6/16/25	
				FY 24/25	

DATE	DESCRIPTION - CLAIMS MUST BE ITEMIZED AND INVOICES ATTACHED	TOTAL	
6/17/2025	**Conflict Counsel**		$2,800.00

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

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

Agreement Required:
- o All services except one-time
- o Certificate of Insurance must be on file
- o 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.

CLAIMANT _____

AUDITORS USE ONLY
I hereby certify that the above claim was examined and approved by this office.
Krista Peterson Auditor-Controller
By AZ 7/3/25 Deputy County Auditor
BOARD OF SUPERVISORS
Approved: Date Chairman

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 6/27/2025
Department Head or Authorized Signature / Date

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

25-1241

CLAIMANT'S NAME: KENT R. CARUSO, PH.D.
ADDRESS: P.O. BOX 994445
REDDING, CA. 96099

AUDITORS USE ONLY	
COUNTY CLAIM NO:	
VENDOR NO: 10215 7	KP & VERIFIED:

(Do not address if transaction is between county departments)

DEPARTMENT USE

DEPARTMENT: **Defense Counsel**

PURCHASE ORDER/AGREEMENT NO:

FUND/DEPT	ACCT NO	PROJECT NO.	ACCT. NO.	WARRANT DESRIPTIONS (25 positions)	AMOUNT
~~2065~~	~~52320~~			People vs	$1,250.00
2017	53230			Case Number C160419	
				HON. MATTHEW C. McGLYNN, JUDGE	
				ODEH HIJAZEEN, ATTY.	
				PsychologicalEvaluation 6/18/25	
				FY 24/25	

DATE	DESCRIPTION – CLAIMS MUST BE ITEMIZED AND INVOICES ATTACHED.	TOTAL ▶	$1,250.00
06/18/2025	06/18/2025 PSYCHOLOGICAL EVALUATION		

Appointment of Expert for PC 2970 for Defense Evaluation

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

Agreement Required:
- All services except one-time
- 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, and that the amount therein is justly due, and that the same is presented within one year after the last item thereof has accrued.

CLAIMANT KENT R. CARUSO, PH.D. Kent R. Caruso, Ph.D.
CLINICAL-FORENSIC PSYCHOLOGIST 6/23/2025

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 that the articles or services have been delivered or performed as stated hereon except as otherwise indicated by me.

SIGNED Matt McGlynn 6/30/2025
Department Head or Authorized Signature/Date

AUDITOR USE ONLY

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

LEROY ANDERSON Auditor/Controller

By AZ 7/3/25
Deputy County Auditor

BOARD OF SUPERVISORS

Approved: Date _____

Chairman _____

FORM A-121

Tehama County

Agenda Request Form

File #: 25-1250 **Agenda Date:** 7/22/2025 **Agenda #:** 3.

AUDITOR

Requested Action(s)
a) STALE DATED WARRANT-Pursuant to Government Code Section 29802, authorization to reissue the following stale dated warrant

1)Warrant Number 70864222, dated 10/15/2024 in the amount of $602.66 to Daniel David Etal

Financial Impact:
There is no financial impact on the county. The funds are held in a trust account for two (2) years, six (6) months in case they are presented for payment.

Background Information:
The warrant was processed and never cashed. The recipient found and returned the original warrant to be reissued. The effect of not taking the requested action would result in Daniel David Etal not receiving the funds due to them.

Tehama County

Agenda Request Form

File #: 25-1225 **Agenda Date:** 7/22/2025 **Agenda #:** 4.

FIRE

Requested Action(s)
a) AGREEMENT / RESOLUTION - Request adoption of a Resolution approving and authorizing the Chair to sign the Cooperative Fire Protection Services Agreement #2CA07282 for Local Agencies for Schedule “A” and Amador Fire Protection Services with the California Department of Forestry and Fire Protection; and to further sign Schedule “E”, Self-Insurance Certification of Local Agency of Tort Liability and Local Agency-Owned Vehicles in an amount not to exceed $4,953,856 effective 7/1/25 through 6/30/26

b) Request authorization for the Chair to sign the Intent to Renew Letter for continued services in FY 26/27

Financial Impact:
Funding for the contract has been included in the FY 25/26 budget.

Background Information:
Tehama County has been contracting with the California Department of Forestry for 90+ years. This agreement allows Tehama County to utilize state resources in the Local Responsibility Areas for emergency fire protection, medical and rescue response, basic life support services, dispatch services, fire code inspection, prevention and enforcement and land use/pre-fire planning services. The 25/26 Agreement includes the addition of one Fire Captain to meet California Department of Forestry and Fire Protection staffing requirements.

COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT
LG-1 REV. 8/2024

AGREEMENT NUMBER	2CA07282
REGISTRATION NUMBER:	

1. This Agreement is entered into between the State Agency and the Local Agency named below:

STATE AGENCY'S NAME
California Department of Forestry and Fire Protection – (CAL FIRE)

LOCAL AGENCY'S NAME
TEHAMA COUNTY

2. The term of this Agreement is: July 1, 2025 through June 30, 2026

3. The maximum amount of this Agreement is: $ 4,953,856.00
Four million nine-hundred fifty-three thousand eight-hundred fifty-six dollars and zero cents.

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – Includes page 2 (contact page) in count for Exhibit A	4	pages
Exhibit B – Budget Detail and Payment Provisions	2	pages
Exhibit C – General Terms and Conditions	7	pages
Exhibit D – Additional Provisions	13	pages
Exhibit E – Description of Other Services	0	pages

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

LOCAL AGENCY

LOCAL AGENCY'S NAME
TEHAMA COUNTY

BY *(Authorized Signature)* — DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Matt Hansen Chairperson Board of Supervisors

ADDRESS
727 Oak St., Red Bluff, CA 96080

STATE OF CALIFORNIA

AGENCY NAME
California Department of Forestry and Fire Protection

BY *(Authorized Signature)* — DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Matthew Sully, Deputy Director, Cooperative Fire

ADDRESS P.O. Box 944246, Sacramento, CA 94244-2460

California Department of General Services Use Only

EXHIBIT A
COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT

The project representatives during the term of this agreement will be:

CAL FIRE Unit Chief:		Local Agency:	TEHAMA COUNTY
Name:	Monty Smith	Name:	Gabriel Hydrick
Phone:	(530) 528-5199	Phone:	(530) 527-4655
Fax:	(530) 529-8538	Fax:	(530) 527-3764

All required correspondence shall be sent through U.S. Postal Service by certified mail and directed to:

CAL FIRE Unit Chief:	Monty Smith	Local Agency:	TEHAMA COUNTY
Section/Unit:	Tehama-Glenn	Section/Unit:	Administration
Attention:	Laurianne Griffin	Attention:	Gabriel Hydrick
Address:	604 Antelope Blvd. Red Bluff, CA 96080	Address:	727 Oak St. Red Bluff, CA 96080
Phone:	(530) 528-5118	Phone:	(530) 527-4655
Fax:	(530) 529-8538	Fax:	(530) 527-3764

Send an additional copy of all correspondence to:

CAL FIRE
Cooperative Fire Services
P.O. Box 944246
Sacramento, CA 94244-2460

AUTHORIZATION

As used herein, Director shall mean Director of CAL FIRE. This agreement, its terms and conditions are authorized under the Public Resources Code Sections 4141, 4142, 4143 and 4144, as applicable.

EXHIBIT A
SCOPE OF WORK

Under Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and fire suppression forces including the necessary equipment, personnel, and facilities required to prevent and extinguish forest fires.

The purpose of this agreement is to provide mutually advantageous fire and emergency services through an effective consolidated organization, wherein the STATE is primarily financially responsible for protecting natural resources from vegetation fires and the LOCAL AGENCY is primarily financially responsible for protecting life and property from fires and other emergencies. The LOCAL AGENCY shall have sole authority to establish the fire protection organization and structure needed to meet the determined level of service. This level of service may be based on the LOCAL AGENCY governing board's established fiscal parameters and assessment of risks and hazards. LOCAL AGENCY personnel providing services under this agreement may include any one or a combination of the following: regular employees, persons temporarily employed and commonly known as volunteers, paid-call firefighters, or others temporarily employed to perform any emergency work or emergency service including, but not limited to fire prevention, fire suppression and emergency medical response.

To comply with the STATE's mandate for full cost recovery of goods and services provided for others, the LOCAL AGENCY shall be responsible for all STATE costs, both direct and indirect, required to execute the terms of this agreement. These costs shall include, but not be limited to: required training and associated post coverage, employee uniform and Personal Protective Equipment (PPE) costs.

1. FIRE PROTECTION SERVICES TO BE PROVIDED BY THE STATE

STATE provides a modern, full service fire protection and emergency incident management agency that provides comprehensive fire protection and other emergency incident response. STATE designs regional fire protection solutions for urban and rural communities by efficiently utilizing all emergency protection resources. Regional solutions provide the most effective method of protecting the citizens of California at local, county and state levels.

Fire protection services to be provided by STATE under this agreement shall include the following: (check boxes below that apply)

☒ 1) Emergency Fire Protection, Medical and Rescue Response: services include commercial, residential, and wildland fire protection, prevention and investigation; hazardous materials incident response; emergency vehicle extrication; hazardous conditions response (flooding, downed power lines, earthquake, terrorist incident, etc.); emergency medical and rescue response; and public service assistance. Also included are management support services that include fire department administration, training and safety, personnel, finance and logistical support.

☐ 2) Basic Life Support Services: emergency medical technician (EMT) level emergency medical response providing first aid, basic life support (BLS), airway management, administration of oxygen, bleeding control, and life support system stabilization until patients are transported to the nearest emergency care facility.

☐ 3) Advanced Life Support Services: paramedic level emergency medical response providing early advanced airway management, intravenous drug therapy, and life support system stabilization until patients are transported to the nearest emergency care facility.

☒ 4) Dispatch Services: provide fire department 9-1-1 emergency dispatch by CAL FIRE Fire/Emergency Command Center (ECC). CAL FIRE will be responsible for fire/emergency

dispatching emergency resource units covered under this agreement. The CAL FIRE ECC is staffed with a Battalion Chief, three or more Fire Captains and Communications Operators to provide 24/7 year-round coverage. There is always an officer of Captain rank or higher to serve as the shift supervisor and command officer. CAL FIRE uses an integrated Computer Aided Dispatch (CAD) system using the latest technology, to direct the closest available resources to all emergency incidents.

☒ 5) Fire Code Inspection, Prevention and Enforcement Services: CAL FIRE has staff Fire Inspectors serving under the direction of the LOCAL AGENCY Fire Marshal to provide services to the area covered by this agreement. Fire Code Enforcement will normally be available five days per week, with emergency or scheduled enforcement inspections available seven days per week. Fire Prevention and Investigation services will be provided by CAL FIRE Prevention Officers trained in arson, commercial, and wildland fire investigation. Officers are available by appointment for site visits and consultations. Officers are trained at CAL FIRE's Peace Officer Standard Training (POST) certified law enforcement training academy and they cooperate effectively with all local, state and federal law enforcement agencies.

☒ 6) Land Use/ Pre-Fire Planning Services – CAL FIRE staff will provide community land use planning, administration of Pre-Fire project work, including community outreach, development of community education programs, project quality control, maintenance of project records and submittal of progress reports, completion of required environmental documentation, acquisition of required permits and completion of other associated administrative duties.

☐ 7) Disaster planning services (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

☐ 8) Specific service descriptions and staffing coverage, by station (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

☒ 9) Extended Fire Protection Service Availability (Amador)

2. ADMINISTRATION

Under the requirements of California Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and firefighting services as outlined in Exhibit D, Schedule B of this agreement.

A. Director shall select and employ a Region Chief who shall, under the direction of the Director/Chief Deputy Director, manage all aspects of fire prevention and fire protection services and forestry-related programs.

B. Director will select and employ a Unit Chief who shall, under the supervision and direction of Director/Region Chief or a lawful representative, have charge of the organization described in Exhibit D, Schedules A, B and C included hereto and made a part of this agreement.

C. LOCAL AGENCY shall appoint the Unit Chief as the LOCAL AGENCY Fire Chief for all Emergency Fire Protection, Medical and Rescue Response Agreements, pursuant to applicable statutory authority. The Unit Chief may delegate this responsibility to qualified staff.

D. The Unit Chief may dispatch personnel and equipment listed in Exhibit D, Schedules A, B and C from the assigned station or location under guidelines established by LOCAL AGENCY and approved by STATE. Personnel and/or equipment listed in Exhibit D, Schedule B may be dispatched at the sole discretion of STATE.

E. The Unit Chief shall exercise professional judgment consistent with STATE policy and his or her employment by STATE in authorizing or making any assignments to emergencies and other responses, including assignments made in response to requests for mutual aid.

F. Except as may be otherwise provided for in this agreement, STATE shall not incur any obligation on the part of LOCAL AGENCY to pay for any labor, materials, supplies or services beyond the total set forth in the respective Exhibit D, Schedules A and C, as to the services to be rendered pursuant to each Schedule.

G. Nothing herein shall alter or amend or be construed to alter or amend any Collective Bargaining Agreement or Memorandum of Understanding between the State of California and its employees under the State Employer-Employee Relations Act.

3. SUPPRESSION COST RECOVERY

As provided in Health and Safety Code (H&SC) Section 13009, STATE may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. When using LOCAL AGENCY equipment and personnel under the terms of this agreement, STATE may, at the request of LOCAL AGENCY, bring such an action for collection of costs incurred by LOCAL AGENCY. In such a case LOCAL AGENCY appoints and designates STATE as its agent in said collection proceedings. In the event of recovery, STATE shall deduct fees and litigation costs in a proportional percentage amount based on verifiable and justifiable suppression costs for the fire at issue. These recovery costs are for services provided which are beyond the scope of those covered by the local government administrative fee.

In all such instances, STATE shall give timely notice of the possible application of H&SC Section 13009 to the representative designated by LOCAL AGENCY.

4. MUTUAL AID

When rendering mutual aid or assistance as authorized in H&SC Sections 13050 and 13054, STATE may, at the request of LOCAL AGENCY, demand payment of charges and seek reimbursement of LOCAL AGENCY costs for personnel, equipment and operating expenses as funded herein, under authority given by H&SC Sections 13051 and 13054. STATE, in seeking said reimbursement pursuant to such request of LOCAL AGENCY, shall represent LOCAL AGENCY by following the procedures set forth in H&SC Section 13052. Any recovery of LOCAL AGENCY costs, less expenses, shall be paid or credited to LOCAL AGENCY, as directed by LOCAL AGENCY.

In all such instances, STATE shall give timely notice of the possible application of H&SC Sections 13051 and 13054 to the officer designated by LOCAL AGENCY.

5. PROPERTY PURCHASE AND ACCOUNTING

LOCAL AGENCY shall be responsible for all costs associated with property required by personnel to carry out this agreement. Employee uniform costs will be assessed to the LOCAL AGENCY through the agreement billing process. Personal Protective Equipment (PPE) costs shall be the responsibility of the LOCAL AGENCY. By mutual agreement, PPE meeting the minimum specifications established by the STATE may be purchased directly by the LOCAL AGENCY. Alternately, the STATE will supply all PPE and the LOCAL AGENCY will be billed for costs incurred.

All property provided by LOCAL AGENCY and by STATE for the purpose of providing fire protection services shall be marked and accounted for by the Unit Chief in such a manner as to conform to the regulations, if any, established by the parties for the segregation, care, and use of the respective properties.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. PAYMENT FOR SERVICES

A. LOCAL AGENCY shall pay STATE actual cost for fire protection services pursuant to this agreement an amount not to exceed that set forth in Exhibit D, Schedule A for each fiscal year. STATE shall prepare an Exhibit D, Schedule A each year, which shall be the basis for payment for the entire fiscal year for which services are provided.

B. Any other funds designated by LOCAL AGENCY to be expended under the supervision of or for use by a Unit Chief for fire protection services shall be set forth in Exhibit D, Schedule C. This clause shall not limit the right of LOCAL AGENCY to make additional expenditures, whether under Exhibit D, Schedule C or otherwise.

C. STATE shall invoice LOCAL AGENCY for the cost of fire protection services on a quarterly basis as follows:

1) For actual services rendered by STATE during the period of July 1 through September 30, by an invoice filed with LOCAL AGENCY on or after December 10.

2) For actual services rendered by STATE during the period October 1 through December 31, by an invoice filed with LOCAL AGENCY on or after December 31.

3) For actual services rendered by STATE during the period January 1 through March 31, by an invoice filed with LOCAL AGENCY on or after March 31.

4) For the estimated cost of services during the period April 1 through June 30, by an invoice filed in advance with LOCAL AGENCY on or after March 1.

5) A final statement shall be filed with LOCAL AGENCY by October 1 following the close of the fiscal year, reconciling the payments made by LOCAL AGENCY with the cost of the actual services rendered by STATE and including any other costs as provided herein, giving credit for all payments made by LOCAL AGENCY and claiming the balance due to STATE, if any, or refunding to LOCAL AGENCY the amount of any overpayment.

6) All payments by LOCAL AGENCY shall be made within thirty (30) days of receipt of invoice from STATE, or within thirty (30) days after the filing dates specified above, whichever is later.

7) The STATE reserves the right to adjust the frequency of billing and payment to a monthly cycle with a thirty (30) day written notice to the LOCAL AGENCY when:

a. The Director predicts a cash flow shortage, or

b. When determined by the Region Chief, after consulting with the Unit Chief and the LOCAL AGENCY Contract Administrator, that the LOCAL AGENCY may not have the financial ability to support the contract at the contract level.

D. Invoices shall include actual or estimated costs as provided herein of salaries and employee benefits for those personnel employed, charges for operating expenses and equipment and the administrative charge in accordance with Exhibit D, Schedule A. When "contractual rates" are indicated, the rate shall be based on an average salary plus all benefits. "Contractual rates" means an all-inclusive rate established in Exhibit D, Schedule A for total costs to STATE, per specified position, for 24-hour fire protection services during the period covered.

E. STATE shall credit the LOCAL AGENCY, or cover behind at no cost, for the costs of Non-post (e.g. Fire Marshal, Training Officer, etc.) positions and equipment assigned to STATE responsibility fires or other STATE funded emergency incidents. The STATE shall notify the LOCAL AGENCY when this occurs.

2. COST OF OPERATING AND MAINTAINING EQUIPMENT AND PROPERTY

The cost of maintaining, operating, and replacing any and all property and equipment, real or personal, furnished by the parties hereto for fire protection purposes, shall be borne by the party owning or furnishing such property or equipment unless otherwise provided for herein or by separate written agreement.

3. BUDGET CONTINGENCY CLAUSE

A. If the LOCAL AGENCY's governing authority does not appropriate sufficient funds for the current year or any subsequent years covered under this Agreement, which results in an inability to pay the STATE for the services specified in this Agreement, the LOCAL AGENCY shall promptly notify the STATE and this Agreement will terminate pursuant to the notice periods required herein.

B. If funding for any fiscal year is reduced or deleted by the LOCAL AGENCY for purposes of this program, the LOCAL AGENCY shall promptly notify the STATE, and the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced amount, pursuant to the notice terms herein.

C. If the STATE Budget Act does not appropriate sufficient funds to provide the services for the current year or any subsequent years covered under this Agreement, which results in an inability to provide the services specified in this Agreement to the LOCAL AGENCY, the STATE shall promptly notify the LOCAL AGENCY, and this Agreement will terminate pursuant to the notice periods required herein.

D. If funding for any fiscal year is reduced or deleted by the STATE Budget Act for purposes of this program, the STATE shall promptly notify the LOCAL AGENCY, and the LOCAL AGENCY shall have the option to either cancel this Agreement with no liability occurring to the LOCAL AGENCY, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced services, pursuant to the notice terms herein.

E. Notwithstanding the foregoing provisions in paragraphs A and B above, the LOCAL AGENCY shall remain responsible for payment for all services actually rendered by the STATE under this Agreement regardless of LOCAL AGENCY funding being reduced, deleted or not otherwise appropriated for this program. The LOCAL AGENCY shall promptly notify the STATE in writing of any budgetary changes that would impact this Agreement.

F. LOCAL AGENCY and STATE agree that this Budget Contingency Clause shall not relieve or excuse either party from its obligation(s) to provide timely notice as may be required elsewhere in this Agreement.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. STATE will not commence performance until such approval has been obtained.

2. **AMENDMENT**: This agreement may be amended by mutual consent of LOCAL AGENCY and STATE. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

   If during the term of this agreement LOCAL AGENCY shall desire a reduction in STATE civil service employees assigned to the organization provided for in Exhibit D, Schedule A, LOCAL AGENCY shall provide 120 days written notice of the requested reduction. Notification shall include the following: (1) The total amount of reduction; (2) The firm effective date of the reduction; and (3) The number of employees, by classification, affected by a reduction. If such notice is not provided, LOCAL AGENCY shall reimburse STATE for relocation costs incurred by STATE as a result of the reduction. Personnel reductions resulting solely from an increase in STATE employee salaries or STATE expenses occurring after signing this agreement and set forth in Exhibit D, Schedule A to this agreement shall not be subject to relocation expense reimbursement by LOCAL AGENCY.

   If during the term of this agreement costs to LOCAL AGENCY set forth in any Exhibit D, Schedule A to this agreement increase and LOCAL AGENCY, in its sole discretion, determines it cannot meet such increase without reducing services provided by STATE, LOCAL AGENCY shall within one hundred twenty (120) days of receipt of such Schedule notify STATE and designate which adjustments shall be made to bring costs to the necessary level. If such designation is not received by STATE within the period specified, STATE shall reduce services in its sole discretion to permit continued operation within available funds.

3. **ASSIGNMENT**: This Agreement is not assignable by the LOCAL AGENCY either in whole or in part, without the consent of the STATE in the form of a formal written amendment.

4. **EXTENSION OF AGREEMENT**:

   A. One year prior to the date of expiration of this agreement, LOCAL AGENCY shall give STATE written notice of whether LOCAL AGENCY will extend or enter into a new agreement with STATE for fire protection services and, if so, whether LOCAL AGENCY intends to change the level of fire protection services from that provided by this agreement. If this agreement is executed with less than one year remaining on the term of the agreement, LOCAL AGENCY shall provide this written notice at the time it signs the agreement and the one year notice requirement shall not apply.

   B. If LOCAL AGENCY fails to provide the notice, as defined above in (A), STATE shall have the option to extend this agreement for a period of up to one year from the original termination date and to continue providing services at the same or reduced level as STATE determines would be appropriate during the extended period of this agreement. Six months prior to the date of expiration of this agreement, or any extension hereof, STATE shall give written notice to LOCAL AGENCY of any extension of this agreement and any change in the level of fire protection services STATE will provide during the extended period of this agreement. Services provided and obligations incurred by STATE during an extended period shall be accepted by LOCAL AGENCY as services and obligations under the terms of this agreement.

C. The cost of services provided by STATE during the extended period shall be based upon the amounts that would have been charged LOCAL AGENCY during the fiscal year in which the extended period falls had the agreement been extended pursuant hereto. Payment by LOCAL AGENCY for services rendered by STATE during the extended period shall be as provided in Exhibit B, Section 1, B of this agreement.

5. **AUDIT**: STATE, including the Department of General Services and the Bureau of State Audits, and LOCAL AGENCY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other party hereto, pertaining to the performance of this agreement. STATE and LOCAL AGENCY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, and to allow the auditor(s) of the other party access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. STATE and LOCAL AGENCY agree to a similar right to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

6. **INDEMNIFICATION**: Each party, to the extent permitted by law, agrees to indemnify, defend and save harmless the other party, its officers, agents and employees from (1) any and all claims for economic losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work services, materials or supplies to that party and (2) from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by that party, in the performance of any activities of that party under this agreement, except where such injury or damage arose from the sole negligence or willful misconduct attributable to the other party or from acts not within the scope of duties to be performed pursuant to this agreement; and (3) each party shall be responsible for any and all claims that may arise from the behavior and/or performance of its respective employees during and in the course of their employment to this cooperative agreement.

7. **DISPUTES**: LOCAL AGENCY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of LOCAL AGENCY, be available for contract resolution or policy intervention with the STATE's Region Chief when, upon determination by the designated STATE representative, the Unit Chief acting as LOCAL AGENCY's Fire Chief under this agreement faces a situation in which a decision to serve the interest of LOCAL AGENCY has the potential to conflict with STATE interest or policy. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time by the LOCAL AGENCY and STATE employees normally responsible for the administration of this agreement shall be brought to the attention of the CAL FIRE Director or designee and the Chief Executive Officer (or designated representative) of the LOCAL AGENCY for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. STATE and LOCAL AGENCY agree to continue with the responsibilities under this Agreement during any dispute.

8. **TERMINATION FOR CAUSE/CANCELLATION**:

A. If LOCAL AGENCY fails to remit payments in accordance with any part of this agreement, STATE may terminate this agreement and all related services upon 60 days written notice to LOCAL AGENCY. Termination of this agreement does not relieve LOCAL AGENCY from providing STATE full compensation in accordance with terms of this agreement for services actually rendered by STATE pursuant to this agreement.

B. This agreement may be cancelled at the option of either STATE or LOCAL AGENCY at any time during its term, with or without cause, on giving one year's written notice to the other party. Either LOCAL AGENCY or STATE electing to cancel this agreement shall give one year's written notice to the other party prior to cancellation.

9. **INDEPENDENT CONTRACTOR**: Unless otherwise provided in this agreement LOCAL AGENCY and the agents and employees of LOCAL AGENCY, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the STATE.

10. **NON-DISCRIMINATION CLAUSE:** During the performance of this agreement, LOCAL AGENCY shall be an equal opportunity employer and shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS) mental disability, medical condition (e.g.cancer), age (over 40), marital status, denial of family care leave, veteran status, sexual orientation, and sexual identity. LOCAL AGENCY shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. LOCAL AGENCY shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. LOCAL AGENCY shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

    In addition, LOCAL AGENCY acknowledges that it has obligations relating to ethics, Equal Employment Opportunity (EEO), the Fire Fighter's Bill of Rights Act (FFBOR), and the Peace Officer's Bill of Rights Act (POBOR). LOCAL AGENCY shall ensure that its employees comply with all the legal obligations relating to these areas. LOCAL AGENCY shall ensure that its employees are provided appropriate training.

11. **TIMELINESS**: Time is of the essence in the performance of this agreement.

12. **COMPENSATION**: The consideration to be paid STATE, as provided herein, shall be in compensation for all of STATE's expenses incurred in the performance hereof, including travel, per Diem, and taxes, unless otherwise expressly so provided.

13. **GOVERNING LAW**: This agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

14. **CHILD SUPPORT COMPLIANCE ACT**: "For any Agreement in excess of $100,000, the LOCAL AGENCY acknowledges in accordance with Public Contract Code 7110, that:

    A. The LOCAL AGENCY recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

    B. The LOCAL AGENCY, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

15. **UNENFORCEABLE PROVISION**: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

16. **COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

    The STATE and LOCAL AGENCY have a responsibility to comply with the provisions of the 1996 Federal Health Insurance Portability and Accountability Act (HIPAA) and the 2001 State Health Insurance Portability and Accountability Implementation Act. HIPAA provisions become applicable once the association and relationships of the health care providers are determined by the LOCAL AGENCY. It is the LOCAL AGENCY'S responsibility to determine their status as a "covered entity" and the relationships of personnel as "health care providers", "health care clearinghouse", "hybrid entities", business associates", or "trading partners". STATE personnel assigned to fill the LOCAL AGENCY'S positions within this Agreement, and their supervisors, may fall under the requirements of HIPAA based on the LOCAL AGENCY'S status. It is the LOCAL AGENCY'S responsibility to identify, notify, train, and provide all necessary policy and procedures to the STATE personnel that fall under HIPAA requirements so that they can comply with the required security and privacy standards of the act.

17. **LIABILITY INSURANCE**

    The STATE and LOCAL AGENCY shall each provide proof of insurance in a form acceptable to the other party at no cost one to the other, to cover all services provided and use of local government facilities covered by this agreement. If LOCAL AGENCY is insured and/or self-insured in whole or in part for any losses, LOCAL AGENCY shall provide a completed Certification of Self Insurance (Exhibit D, Schedule E) or certificate of insurance, executed by a duly authorized officer of LOCAL AGENCY. Upon request of LOCAL AGENCY the STATE shall provide a letter from DGS, Office Risk and Insurance Management executed by a duly authorized officer of STATE. If commercially insured in whole or in part, a certificate of such coverage executed by the insurer or its authorized representative shall be provided.

    Said commercial insurance or self-insurance coverage of the LOCAL AGENCY shall include the following:

    A. Fire protection and emergency services - Any commercial insurance shall provide at least general liability for $5,000,000 combined single limit per occurrence.

    B. Dispatch services – Any commercial insurance shall provide at least general liability for $1,000,000 combined single limit per occurrence.

    C. The CAL FIRE, State of California, its officers, agents, employees, and servants are included as additional insured's for purposes of this contract.

    D. The STATE shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed on page 2 of this agreement.

18. **WORKERS COMPENSATION**: (only applies where local government employees/volunteers are supervised by CAL FIRE, as listed in Exhibit D Schedule C. STATE contract employees' workers compensation is included as part of the contract personnel benefit rate).

    A. Workers' Compensation and related benefits for those persons, whose use or employment is contemplated herein, shall be provided in the manner prescribed by California Labor Codes, State Interagency Agreements and other related laws, rules, insurance policies, collective bargaining agreements, and memorandums of understanding.

B. The STATE Unit Chief administering the organization provided for in this agreement shall not use, dispatch or direct any non STATE employees, on any work which is deemed to be the responsibility of LOCAL AGENCY, unless and until LOCAL AGENCY provides for Workers' Compensation benefits at no cost to STATE. In the event STATE is held liable, in whole or in part, for the payment of any Worker's Compensation claim or award arising from the injury or death of any such worker, LOCAL AGENCY agrees to compensate STATE for the full amount of such liability.

C. The STATE /LOCAL AGENCY shall receive proof of Worker's Compensation coverage and shall be notified of any cancellation and change of coverage at the addresses listed in Section 1.

19. **CONFLICT OF INTEREST**: LOCAL AGENCY needs to be aware of the following provisions regarding current or former state employees. If LOCAL AGENCY has any questions on the status of any person rendering services or involved with the Agreement, the STATE must be contacted immediately for clarification.

    Current State Employees (Public Contract Code §10410):

    1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

    2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

    Former State Employees (Public Contract Code §10411):

    1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

    2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

    If LOCAL AGENCY violates any provisions of above paragraphs, such action by LOCAL AGENCY shall render this Agreement void. (Public Contract Code §10420)

    Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Public Contract Code §10430 (e))

20. **LABOR CODE/WORKERS' COMPENSATION**: LOCAL AGENCY needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and LOCAL AGENCY affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

21. **AMERICANS WITH DISABILITIES ACT**: LOCAL AGENCY assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis

of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

22. **LOCAL AGENCY NAME CHANGE**: An amendment is required to change the LOCAL AGENCY'S name as listed on this Agreement. Upon receipt of legal documentation of the name change the STATE will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

23. **RESOLUTION**: A county, city, district, or other local public body must provide the STATE with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

24. **AIR OR WATER POLLUTION VIOLATION**: Under the State laws, the LOCAL AGENCY shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

25. **AFFIRMATIVE ACTION**. STATE certifies its compliance with applicable federal and State hiring requirements for persons with disabilities, and is deemed by LOCAL AGENCY to be in compliance with the provisions of LOCAL AGENCY'S Affirmative Action Program for Vendors.

26. **DRUG AND ALCOHOL-FREE WORKPLACE**. As a material condition of this Agreement, STATE agrees that it and its employees, while performing service for LOCAL AGENCY, on LOCAL AGENCY property, or while using LOCAL AGENCY equipment, shall comply with STATE's Employee Rules of Conduct as they relate to the possession, use, or consumption of drugs and alcohol.

27. **ZERO TOLERANCE FOR FRAUDULENT CONDUCT IN LOCAL AGENCY SERVICES**. STATE shall comply with any applicable "Zero Tolerance for Fraudulent Conduct in LOCAL AGENCY Services." There shall be "Zero Tolerance" for fraud committed by contractors in the administration of LOCAL AGENCY programs and the provision of LOCAL AGENCY services. Upon proven instances of fraud committed by the STATE in connection with performance under the Agreement, the Agreement may be terminated consistent with the termination for cause/cancellation term, Exhibit C, section 8, subsection B, of Cooperative Fire Programs Fire Protection Reimbursement Agreement, LG-1, between the California Department of Forestry and Fire Protection (CAL FIRE) and the LOCAL AGENCY.

28. **CONFIDENTIAL INFORMATION.** "Confidential information" means information designated by CAL FIRE and/or the LOCAL AGENCY disclosure of which is restricted, prohibited or privileged by State and federal law. Confidential Information includes, but is not limited to, information exempt from disclosure under the California Public Records Act (Government Code Sections 6250 et seq.) Confidential Information includes but is not limited to all records as defined in Government Code section 6252 as well as verbal communication of Confidential Information. Any exchange of Confidential Information between parties shall not constitute a "waiver" of any exemption pursuant to Government Code section 6254.5

    CAL FIRE and LOCAL AGENCY personnel allowed access to information designated as Confidential Information shall be limited to those persons with a demonstrable business need for such access. CAL FIRE and LOCAL AGENCY agree to provide a list of authorized personnel in writing as required by Government Code section 6254.5(e). CAL FIRE and the LOCAL

AGENCY agree to take all necessary measures to protect Confidential Information and shall impose all the requirements of this Agreement on all of their respective officers, employees and agents with regards to access to the Confidential Information. A Party to this Contract who experiences a security breach involving Confidential Information covered by this Contract, agrees to promptly notify the other Party of such breach

29. **ENTIRE AGREEMENT**: This agreement contains the whole agreement between the Parties. It cancels and supersedes any previous agreement for the same or similar services.

EXHIBIT D
ADDITIONAL PROVISIONS

EXCISE TAX: State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. STATE will pay any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. The STATE may pay any applicable sales and use tax imposed by another state.

Schedules

The following Schedules are included as part of this agreement (check boxes if they apply):

☒ **A. Fiscal Display, PRC 4142 AND/OR PRC 4144 -** STATE provided LOCAL AGENCY funded fire protection services. STATE-owned vehicles shall be operated and maintained in accordance with policies of STATE at rates listed in Exhibit D, Schedule A.

☒ **B. STATE Funded Resource** - A listing of personnel, crews and major facilities of the STATE overlapping or adjacent to the local agency area that may form a reciprocal part of this agreement.

☒ **C. LOCAL AGENCY Provided Local Funded Resources -** A listing of services, personnel, equipment and expenses, which are paid directly by the local agency, but which are under the supervision of the Unit Chief.

☐ **D. LOCAL AGENCY Owned STATE Maintained Vehicles** - Vehicle information pertaining to maintenance responsibilities and procedures for local agency-owned vehicles that may be a part of the agreement.

LOCAL AGENCY-owned firefighting vehicles shall meet and be maintained to meet minimum safety standards set forth in Title 49, Code of Federal Regulations; and Titles 8 and 13, California Code of Regulations.

LOCAL AGENCY-owned vehicles that are furnished to the STATE shall be maintained and operated in accordance to LOCAL AGENCY policies. In the event LOCAL AGENCY does not have such policies, LOCAL AGENCY-owned vehicles shall be maintained and operated in accordance with STATE policies. The cost of said vehicle maintenance and operation shall be at actual cost or at rates listed in Exhibit D, Schedule D.

Exhibit D, Schedule D is incorporated into this section if LOCAL AGENCY-owned vehicles listed in Exhibit D, Schedule D are to be operated, maintained, and repaired by STATE.

LOCAL AGENCY assumes full responsibility for all liabilities associated therewith in accordance with California Vehicle Code Sections 17000, 17001 et seq. STATE employees operating LOCAL AGENCY-owned vehicles shall be deemed employees of LOCAL AGENCY, as defined in Vehicle Code Section 17000. Except where LOCAL AGENCY would have no duty to indemnify STATE under Exhibit C, Section 6 for all LOCAL AGENCY-owned vehicles operated or used by employees of STATE under this agreement.

LOCAL AGENCY employees, who are under the supervision of the Unit Chief and operating STATE-owned motor vehicles, as a part of the duties and in connection with fire protection and other emergency services, shall be deemed employees of STATE, as defined in Vehicle Code Section 17000 for acts or omissions in the use of such vehicles. Except where STATE would have no duty to indemnify LOCAL AGENCY under Exhibit C, Section 6.

E. Certification of Insurance - Provider Insurance Certification and/or proof of self-insurance.

EXHIBIT D, SCHEDULE A

LOCAL FUNDED – STATE RESOURCES

FISCAL DISPLAY

PRC 4142 and 4144

NAME OF LOCAL AGENCY: TEHAMA COUNTY

CONTRACT NUMBER: **2CA07282**

Index: 2500 PCA: 27600/27610 Fiscal Year: 2025/2026

This is Schedule A of Cooperative Agreement originally dated July 1, 2025, by and between CAL FIRE of the State of California and LOCAL AGENCY.

(See Attached)

Unit: TGU

Contract Name: Tehama County

Agreement Total	$4,953,856

Contract No.: 2CA07282

Fiscal Year 25/26	
27600 PS Total	$4,860,831
27600 OE Total	$69,264
27610 PS Total	$1,502
27610 OE Total	$22,258

TOTAL	$4,953,856

i

Fiscal Year: 2025
Index: 2500 **Unit:** TGU
PCA 27600
PRC: 4142
Comments

Sub Total	**$4,388,220**
Admin	**$472,611**
Total	**$4,860,831**

Contract Name: Tehama County
Contract No.: 2CA07282
Page No.: 19

Overtime Total: $388,613

This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2025 between *Tehama County* and The California Department of Forestry and Fire Protection (CAL FIRE)

CAL FIRE Unit Chief	Monty Smith
CAL FIRE Region Chief	George Morris III

Staff Benefit Rate as of 7/1/25 for POF Classifications	**93.92%**
Staff Benefit Rate as of 7/1/25 for SAF Classifications	**67.30%**
Staff Benefit Rate as of 7/1/25 for MIS Classifications	**81.85%**

Number of Positions	Classification/ad-ons (Pick From List)	RET.	Period	Salary Months	Salary Rate	Total Salary	EDWC Rate	EDWC Periods	Total EDWC	Salary Benefits	FFI UI	EDWC Benefits	Total Salary & EDWC	Total Position Cost
1	Battalion Chief	POF	7/1/2025-6/30/2026	12	$8,930	$107,158	$3,639	12	$43,668	$100,642	$0	$25,140	$276,608	$296,477
1	Education Incentive Pay Differential	POF	7/1/2025-6/30/2026	12	$150	$1,800			$0	$1,691		$0	$3,491	
1	Longevity Pay Differential - 3%	POF	7/1/2025-6/30/2026	12	$0	$3,215			$0	$3,019		$0	$6,234	
		POF			$0	$0			$0	$0		$0	$0	
		POF			$0	$0			$0	$0		$0	$0	
	Overtime	POF				$10,000			$0	$145		$0	$10,145	
4	Fire Captain, Range A	POF	7/1/2025-6/30/2026	12	$7,694	$369,295	$3,143	12	$150,864	$346,842	$0	$86,852	$953,854	$1,076,339
4	Education Incentive Pay Differential	POF	7/1/2025-6/30/2026	12	$150	$7,200			$0	$6,762		$0	$13,962	
4	Longevity Pay Differential - 9%	POF	7/1/2025-6/30/2026	12	$0	$33,237			$0	$31,216		$0	$64,452	
1	Hazmat Pay Differential	POF	7/1/2025-6/30/2026	12	$150	$1,800			$0	$1,691		$0	$3,491	
		POF			$0	$0			$0	$0		$0	$0	
	Overtime	POF				$40,000			$0	$580		$0	$40,580	
6	Fire Apparatus Engineer	POF	7/1/2025-6/30/2026	12	$6,856	$493,648	$2,807	12	$202,104	$463,634	$0	$116,351	$1,275,738	$1,337,261
6	Education Incentive Pay Differential	POF	7/1/2025-6/30/2026	12	$150	$10,800			$0	$10,143		$0	$20,943	
		POF			$0	$0			$0	$0		$0	$0	
		POF			$0	$0			$0	$0		$0	$0	
		POF			$0	$0			$0	$0		$0	$0	
	Overtime	POF				$40,000			$0	$580		$0	$40,580	
4	Firefighter I	POF	7/1/2025-6/30/2026	12	$5,568	$267,254	$2,271	12	$109,008	$251,005	$22,262	$62,756	$712,286	$752,866
		POF			$0	$0			$0	$0		$0	$0	
		POF			$0	$0			$0	$0		$0	$0	
		POF			$0	$0			$0	$0		$0	$0	
		POF			$0	$0			$0	$0		$0	$0	
	Overtime	POF				$40,000			$0	$580		$0	$40,580	
6	Firefighter I	POF	1/1/2026-03/31/2026	3	$5,568	$100,220	$2,271	3	$40,878	$94,127	$8,348	$23,533	$267,107	$287,397
		POF			$0	$0			$0	$0		$0	$0	
		POF			$0	$0			$0	$0		$0	$0	
		POF			$0	$0			$0	$0		$0	$0	
		POF			$0	$0			$0	$0		$0	$0	
	Overtime	POF				$20,000			$0	$290		$0	$20,290	
1.5	Communications Operator, Range B	SAF	7/1/2025-6/30/2026	12	$7,306	$131,508	$0	0	$0	$88,505	$0	$0	$220,013	$246,392
1	Night-Shift Pay Differential	SAF	7/1/2025-6/30/2026	12	$303	$3,640			$0	$2,450		$0	$6,089	
		SAF			$0	$0			$0	$0		$0	$0	
		SAF			$0	$0			$0	$0		$0	$0	
		SAF			$0	$0			$0	$0		$0	$0	
	Overtime	SAF				$20,000			$0	$290		$0	$20,290	
1	Associate Governmental Program Analyst	MIS	7/1/2025-6/30/2026	12	$7,775	$93,300	$0	0	$0	$76,366	$0	$0	$169,666	$191,487
1	Health Cash Payment	MIS	7/1/2025-6/30/2026	12	$260	$3,120			$0	$2,554		$0	$5,674	
		MIS			$0	$0			$0	$0		$0	$0	
		MIS			$0	$0			$0	$0		$0	$0	
		MIS			$0	$0			$0	$0		$0	$0	
	Overtime	MIS				$15,000			$0	$1,148		$0	$16,148	

Fiscal Year:	**2025**					**Sub Total**	**$4,388,220**					**Contract Name:**		Tehama County	
Index:	**2500**		**Unit:** TGU			**Admin**	**$472,611**								
PCA	**27600**					**Total**	**$4,860,831**					**Contract No.:**		2CA07282	
PRC:	**4142**											**Page No.:**		20	
Comments						Overtime Total:	$388,613								
					$0	$0	$0	0	$0	$0	$0	$0	$0	$200,000	
					$0	$0			$0	$0		$0	$0		
					$0	$0			$0	$0		$0	$0		
					$0	$0			$0	$0		$0	$0		
					$0	$0			$0	$0		$0	$0		
	Overtime					$200,000			$0	$0		$0	$200,000		
					$0	$0	$0	0	$0	$0	$0	$0	$0	$0	
					$0	$0			$0	$0		$0	$0		
					$0	$0			$0	$0		$0	$0		
					$0	$0			$0	$0		$0	$0		
					$0	$0			$0	$0		$0	$0		
	Overtime								$0	$0		$0	$0		
					$0	$0	$0	0	$0	$0	$0	$0	$0	$0	
					$0	$0			$0	$0		$0	$0		
					$0	$0			$0	$0		$0	$0		
					$0	$0			$0	$0		$0	$0		
					$0	$0			$0	$0		$0	$0		
	Overtime								$0	$0		$0	$0		
					$0	$0	$0	0	$0	$0	$0	$0	$0	$0	
					$0	$0			$0	$0		$0	$0		
					$0	$0			$0	$0		$0	$0		
					$0	$0			$0	$0		$0	$0		
					$0	$0			$0	$0		$0	$0		
	Overtime								$0	$0		$0	$0		
					$0	$0	$0	0	$0	$0	$0	$0	$0	$0	
					$0	$0			$0	$0		$0	$0		
					$0	$0			$0	$0		$0	$0		
					$0	$0			$0	$0		$0	$0		
					$0	$0			$0	$0		$0	$0		
	Overtime								$0	$0		$0	$0		
					$0	$0	$0	0	$0	$0	$0	$0	$0	$0	
					$0	$0			$0	$0		$0	$0		
					$0	$0			$0	$0		$0	$0		
					$0	$0			$0	$0		$0	$0		
					$0	$0			$0	$0		$0	$0		
	Overtime								$0	$0		$0	$0		

Fiscal Year: 2025
Index: 2500
PCA: 27600
PRC: 4142

Uniform Benefits	**$510**
Sub Total	**$62,530**
Admin	**$6,734**
Total	**$69,264**

Contract Name: Tehama County
Contract No.: 2CA07282
Page No.: 21

Comments

This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2025 between Tehama County and The California Department of Forestry and Fire Protection (CAL FIRE)

Category (Pick from List)	Details	Number	Months	Rate	Sub-Total	1.45% Uniform Benefits	Total
UNIFORM ALLOWANCE FOR BU8	Full Time	15.00	12.00	$178	$ 31,950	$ 463	$ 32,413
UNIFORM ALLOWANCE FOR BU8	Amador FF	6.00	3.00	$178	$ 3,195	$ 46	$ 3,241
UNIFORM ALLOWANCE FOR COMM OP		1.50	12.00	$104	$ 1,875		$ 1,875
VEHICLE OPERATIONS	Out of Unit Repairs	1.00	1.00	$5000	$ 5,000		$ 5,000
TRAVEL		1.00	12.00	$825	$ 9,900		$ 9,900
TRAINING		1.00	1.00	$1994	$ 1,994		$ 1,994
OTHER ITEMS OF EXPENSE	Crews	1.00	1.00	$6000	$ 6,000		$ 6,000
OTHER ITEMS OF EXPENSE	Target Solutions - Uniform	12.00	1.00	$75	$ 900		$ 900
OTHER ITEMS OF EXPENSE	Target Solutions - FF1	4.00	1.00	$50	$ 200		$ 200
OTHER ITEMS OF EXPENSE	Target Soln - Support Staff	1.00	1.00	$37	$ 37		$ 37
OTHER ITEMS OF EXPENSE	INTIME	17.00	1.00	$57	$ 969		$ 969

Fiscal Year:	**2025**						**Sub Total**	**$1,356**				**Contract Name:**	Tehama County		
Index:	**2500**		**Unit:** TGU				**Admin**	**$146**							
PCA	**27610**						**Total**	**$1,502**				**Contract No.:**	2CA07282		
PRC:	**4144**											**Page No.:**	22		
Comments						Overtime Total:	$0								
This is a Schedule A - 4144 of the Cooperative Agreement, dated July 1, 2025 between Tehama *County* and The California Department of Forestry and Fire Protection (CAL FIRE)						CAL FIRE Unit Chief	Monty Smith								
						CAL FIRE Region Chief	George Morris III								
						Staff Benefit Rate as of 7/1/25 for POF Classifications	**93.92%**								
						Staff Benefit Rate as of 7/1/25 for SAF Classifications	**67.30%**								
						Staff Benefit Rate as of 7/1/25 for MIS Classifications	**81.85%**								

Number of Positions	Classification/ad-ons (Pick From List)	RET.	Period	Salary Months	Salary Rate	Total Salary	EDWC Rate	EDWC Periods	Total EDWC	Salary Benefits	FFI UI	EDWC Benefits	Total Salary & EDWC	Total Position Cost
					$0	$0	$0	0	$0	$0	$0	$0	$0	$1,356
1	Emergency Response Bonus - FEM I		1/1/2026-3/31/2026	3	$452	$1,356			$0	$0		$0	$1,356	
					$0	$0			$0	$0		$0	$0	
					$0	$0			$0	$0		$0	$0	
					$0	$0			$0	$0		$0	$0	
	Overtime								$0	$0		$0	$0	
					$0	$0	$0	0	$0	$0	$0	$0	$0	$0
					$0	$0			$0	$0		$0	$0	
					$0	$0			$0	$0		$0	$0	
					$0	$0			$0	$0		$0	$0	
					$0	$0			$0	$0		$0	$0	
	Overtime								$0	$0		$0	$0	
					$0	$0	$0	0	$0	$0	$0	$0	$0	$0
					$0	$0			$0	$0		$0	$0	
					$0	$0			$0	$0		$0	$0	
					$0	$0			$0	$0		$0	$0	
					$0	$0			$0	$0		$0	$0	
	Overtime								$0	$0		$0	$0	
					$0	$0	$0	0	$0	$0	$0	$0	$0	$0
					$0	$0			$0	$0		$0	$0	
					$0	$0			$0	$0		$0	$0	
					$0	$0			$0	$0		$0	$0	
					$0	$0			$0	$0		$0	$0	
	Overtime								$0	$0		$0	$0	

Fiscal Year: 2025	**Uniform Benefits**	**$0**	**Contract Name:** Tehama County
Index: 2500	**Sub Total**	**$20,094**	
PCA: 27610	**Admin**	**$2,164**	**Contract No.:** 2CA07282
PRC: 4144	**Total**	**$22,258**	**Page No.:** 23

Comments

This is a Schedule A - 4144 of the Cooperative Agreement, dated July 1, 2025 between Tehama County and The California Department of Forestry and Fire Protection (CAL FIRE)

						1.45%				
Category (Pick from List)	**Details**	**Number**	**Months**	**Rate**	**Sub-Total**	**Uniform Benefits**	**Total**			
COMMUNICATIONS	Mobile Radios	2.00	3.00	$14	$ 84		$ 84			
COMMUNICATIONS	Electronic Sirens	2.00	3.00	$8	$ 48		$ 48			
COMMUNICATIONS	Handi Talkies	2.00	3.00	$7	$ 42		$ 42			
COMMUNICATIONS	Fixed Station	1.00	3.00	$66	$ 198		$ 198			
UTILITIES	ECC	1.00	3.00	$129	$ 387		$ 387			
VEHICLE OPERATIONS	Engines	2.00	3.00	$2306	$ 13,836		$ 13,836			
VEHICLE OPERATIONS	Pickup	500.00	3.00	$1	$ 1,500		$ 1,500			
AMADOR - BATTALION CHIEF	Amador BC	1.00	3.00	$1119	$ 3,357		$ 3,357			
OTHER ITEMS OF EXPENSE	Target Soln FF1 Amador	6.00	1.00	$50	$ 300		$ 300			
OTHER ITEMS OF EXPENSE	INTIME FF1 Amador	6.00	1.00	$57	$ 342		$ 342			

EXHIBIT D, SCHEDULE B

STATE FUNDED RESOURCES

NAME OF LOCAL AGENCY:TEHAMA COUNTY

This is Schedule B of Cooperative Agreement originally dated July 1, 2025, by and between CAL FIRE of the State of California and LOCAL AGENCY.

FISCAL YEAR: **2025/2026**

Unit Administration
1 Unit Chief
1 Deputy Chief: Operations
1 Deputy Chief: Administration
1 Assistant Chief: Central Division
1 Forester II
1 Forestry Assistant II
1 Environmental Scientist
6 Battalion Chiefs: Field
1 Battalion Chief: ECC
1 Battalion Chief: Training
1 Battalion Chief: Fire Prevention
3 Fire Captain Specialists: Preventions
1 Fire Captain: Pre-Fire Engineer
1 Forestry Equipment Manager
4 Heavy Equipment Mechanics
2 Forestry Logistics Officers
6 Fire Captains: ECC
2.5 Communications Operators
1 Fire Prevention Specialist
2 Fire Captain: Training

Station Personnel
33 Fire Captains
28 Fire Apparatus Engineers
6 Firefighter IIs
9 Heavy Fire Equipment Operators
5 Pilots
81 Firefighters

EXHIBIT D, SCHEDULE B

STATE FUNDED RESOURCES

Budgeted Fire Stations and equipment during declared fire season:

Baker (2 Engines)
Manton (1 Engine)
Paynes Creek (2 Engines)
Red Bluff (2 Engine & Bulldozer)
Elk Creek (2 Engines)
Paskenta (2 Engines)
Red Bank (1 Engine)
Vina Helitack (1 Helicopter)

East Division: Ishi Camp
1 Assistant Chief Camp Operations
10 Fire Captains
1 Clerical
1 Heavy Fire Equipment Operator
5 Fire Crews (Inmates)
1 Water/Sewage Plant Operator
1 Heavy Fire Equipment Operator
1 Bulldozer

West Division: Salt Creek Conservation Camp
1 Assistant Chief Camp Operations
12 Fire Captains
1 Clerical
1 Heavy Fire Equipment Operator
6 Fire Crews (Inmates)
1 Stationary Engineer
1 Heavy Fire Equipment Operator 1 Bulldozer

Valley View Fire Center
1 Assistant Chief Fire Center Operations
2 Battalion Chiefs
10 Fire Captains
9 Fire Apparatus Engineers
1 Clerical
1 Heavy Equipment Mechanic
120 Fire Fighters (Fire Crews)
1 Water/Sewage Plant Operator
1 Forestry Logistics Officer

EXHIBIT D, SCHEDULE C

LOCAL FUNDED LOCAL RESOURCES ASSIGNED TO THE CAL FIRE UNIT

NAME OF LOCAL AGENCY:TEHAMA COUNTY

This is Schedule C of Cooperative Agreement originally dated July 1, 2025, by and between CAL FIRE of the State of California and LOCAL AGENCY.

FISCAL YEAR: **2025/2026**

County of Tehama Schedule 'C' budget is estimated at $4,094,583 which includes the following:

2 Fire & Emergency Apparatus Mechanics
1 Office Assistant III
2 Fire Safety Inspectors
13 Volunteer Fire Companies:

Antelope 25	Lake Calif. 15	Paynes Creek 15
Bowman 25	Los Molinos 25	Rancho Tehama 15
Corning 25	Manton 15	Richfield 15
Dibble Creek 15	Mineral 15	Vina 15
El Camino 15		

The 13 Volunteer Fire Departments are authorized for 250 members which are assigned and operate rated and non-rated fire engines, water tenders, and squads, totaling 51 pieces of specialized automotive equipment. Each Volunteer is supplied with CAL/OSHA approved personal protective clothing, one entry physical, and a per call stipend to reimburse them for out-of-pocket expenses.

Automotive equipment carries an inventory of fire hose, hose and water appliances, portable fire extinguishers, ladders, first-aid, burn and trauma kits, self-contained breathing apparatus, resuscitators and other equipment and supplies needed at fires and emergencies.

Through a Memorandum of Understanding between the Tehama County Board of Supervisors and the Tehama City Council, County of Tehama provides fire protection for the City of Tehama.

EXHIBIT D, SCHEDULE E

This is Schedule E of Cooperative Agreement originally dated July 1, 2025, by and between the CAL FIRE of the State of California and LOCAL AGENCY

NAME OF LOCAL AGENCY:TEHAMA COUNTY

The CAL FIRE, State of California and its officers, agents, employees, and servants are included as additional insured for the purposes of this contract. The State shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed in LG1, Page 2.

FISCAL YEAR: **2025/2026**

SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY FOR TORT LIABILITY

This is to certify that LOCAL AGENCY has elected to be self-insured under the self-insurance provision provided in Exhibit C, Section 17.

By: _____ _____
Signature Printed Name

_____ _____
Title Date

~~SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY FOR WORKER'S COMPENSATION BENEFITS~~

~~This is to certify that LOCAL AGENCY has elected to be self-insured for Workers' Compensation benefits which comply with Labor Code Section 3700 as provided in Exhibit C, Section 18.~~

~~By:~~ _____ _____
~~Signature~~ ~~Printed Name~~

_____ _____
~~Title~~ ~~Date~~

SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY FOR LOCAL AGENCY-OWNED VEHICLES

This is to certify that LOCAL AGENCY has elected to be self-insured for local agency-owned vehicles under the self-insurance provision provided in Exhibit D, Schedule D.

By: _____ _____
Signature Printed Name

_____ _____
Title Date

BEFORE THE BOARD OF SUPERVISORS OF
TEHAMA COUNTY
COUNTY OF TEHAMA, STATE OF CALIFORNIA

IN THE MATTER OF:

RESOLUTION NO: _____
APPROVING THE DEPARTMENT OF FORESTRY AND FIRE
FOR SERVICES FROM JULY 1, 2025 TO JUNE 30, 2026
Contract No: 2CA07282

BE IT RESOLVED by the Board of Supervisors of TEHAMA COUNTY that said Board does hereby approve the agreement with the California Department of Forestry and Fire Protection (CAL FIRE) dated July 1, 2025. This agreement provides FIRE PROTECTION SERVICES during the State fiscal year 2025/2026.

BE IT FURTHER RESOLVED that the Chairman of said Board be and hereby is authorized to sign and execute said agreement on behalf of TEHAMA COUNTY.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of TEHAMA COUNTY at a regular meeting thereof, held on the _____ day of _____, 2025, by the following vote:

AYES:

NOES:

ABSENT:

~~~~CERTIFICATION OF RESOLUTION~~~~~

ATTEST:

I _____, Clerk of TEHAMA COUNTY, California do hereby certify that this is a true and correct copy of the original

Resolution No. _____.

WITNESS MY HAND OR THE SEAL OF TEHAMA COUNTY, on this _____ day of _____ Month _____, Year.

_____
Signature

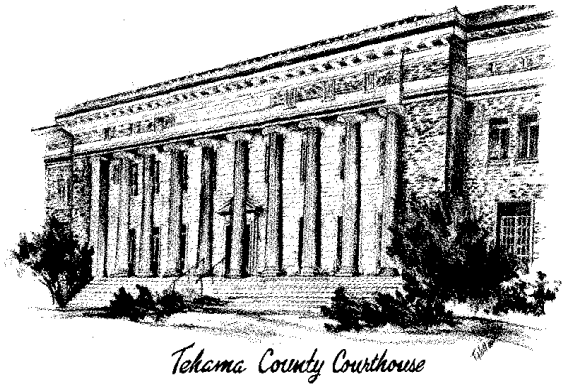
Title_____
TEHAMA COUNTY

SEAL OR NOTARY

CERTIFICATON

Board of Supervisors
COUNTY OF TEHAMA

District 1 – Robert Burroughs
District 2 – Tom Walker
District 3 – Pati Nolen
District 4 – Matt Hansen
District 5 – Greg Jones



Gabriel Hydrick
Chief Administrator

Tehama County
727 Oak St.
Red Bluff, CA 96080

July 1, 2025

Monty Smith
604 Antelope Blvd.
Red Bluff, CA 96080

Re: CAL FIRE LG-1 Cooperative Fire Protection Reimbursement Agreement Contract Number: 2CA07282 ("**Agreement**") Notice of Intent for Continuation of Services.

Dear Monty Smith,

The Cooperative Fire Protection Agreement between Tehama County ("**Local Agency**") and the Department of Forestry and Fire Protection ("**CAL FIRE**") is one of the oldest agreements in the state dating back to January 24, 1927.

This letter acknowledges 2CA07282 is in the approval process for Fiscal Year 25-26 and serves as Notice of Intent for Continuation of Services under Exhibit C, Section 4 Item A of the CAL FIRE LG-1 Cooperative Fire Protection Reimbursement Agreement.

The Agreement states in Exhibit C - General Terms and Conditions; Section 4; Item A of the Agreement that Local Agency is to provide written notice to CAL FIRE of its intent to extend or enter into a new agreement with CAL FIRE for fire protection services one year prior to the expiration of the Agreement.

Tehama County Intends to Continue Services with CAL FIRE. Initiation of negotiations for a new agreement will begin before the expiration of the existing contract which expires June 30, 2026.

_____

Tehama County Date
Chairperson Board of Supervisors

COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT
LG-1 REV. 1/2024

AGREEMENT NUMBER	2CA06896
REGISTRATION NUMBER:	

1. This Agreement is entered into between the State Agency and the Local Agency named below:

STATE AGENCY'S NAME
California Department of Forestry and Fire Protection – (CAL FIRE)

LOCAL AGENCY'S NAME
TEHAMA COUNTY

2. The term of this Agreement is: July 1, 2024 through June 30, 2025

3. The maximum amount of this Agreement is: $ 4,973,295.00
Four million nine-hundred seventy-three thousand two-hundred ninety-five and zero cents.

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – Includes page 2 (contact page) in count for Exhibit A	4	pages
Exhibit B – Budget Detail and Payment Provisions	2	pages
Exhibit C – General Terms and Conditions	7	pages
Exhibit D – Additional Provisions	13	pages
Exhibit E – Description of Other Services	0	pages

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

LOCAL AGENCY

LOCAL AGENCY'S NAME
TEHAMA COUNTY

BY *(Authorized Signature)*
John Leach

DATE SIGNED *(Do not type)*
7/18/24

PRINTED NAME AND TITLE OF PERSON SIGNING
John Leach Chairperson Board of Supervisors

ADDRESS
727 Oak St., Red Bluff, CA 96080

STATE OF CALIFORNIA

AGENCY NAME
California Department of Forestry and Fire Protection

BY *(Authorized Signature)*
DocuSigned by:
Matthew Sully

DATE SIGNED *(Do not type)*
10/9/2024

PRINTED NAME AND TITLE OF PERSON SIGNING
~~Nathan Barcklay, Assistant~~ Deputy Director, Cooperative Fire
Matthew Sully

ADDRESS P.O. Box 944246, Sacramento, CA 94244-2460

California Department of General Services Use Only

APPROVED
OCT 29 2024
BHK:skb
OFFICE OF LEGAL SERVICES
DEPT. OF GENERAL SERVICES

EXHIBIT A
COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT

The project representatives during the term of this agreement will be:

CAL FIRE Unit Chief:		Local Agency:	TEHAMA COUNTY
Name:	Monty Smith	Name:	Gabriel Hydrick
Phone:	(530) 528-5199	Phone:	(530) 527-4655
Fax:	(530) 529-8538	Fax:	(530) 527-3764

All required correspondence shall be sent through U.S. Postal Service by certified mail and directed to:

CAL FIRE Unit Chief:	Monty Smith	Local Agency:	TEHAMA COUNTY
Section/Unit:	Tehama-Glenn	Section/Unit:	Administration
Attention:	Laurianne Griffin	Attention:	Gabriel Hydrick
Address:	604 Antelope Blvd. Red Bluff, CA 96080	Address:	727 Oak St. Red Bluff, CA 96080
Phone:	(530) 528-5118	Phone:	(530) 527-4655
Fax:	(530) 529-8538	Fax:	(530) 527-3764

Send an additional copy of all correspondence to:

CAL FIRE
Cooperative Fire Services
P.O. Box 944246
Sacramento, CA 94244-2460

AUTHORIZATION

As used herein, Director shall mean Director of CAL FIRE. This agreement, its terms and conditions are authorized under the Public Resources Code Sections 4141, 4142, 4143 and 4144, as applicable.

Docusign Envelope ID: BD5F1BFE-82EC-4410-8DB9-CEFA7EB935AB

EXHIBIT A
SCOPE OF WORK

Under Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and fire suppression forces including the necessary equipment, personnel, and facilities required to prevent and extinguish forest fires.

The purpose of this agreement is to provide mutually advantageous fire and emergency services through an effective consolidated organization, wherein the STATE is primarily financially responsible for protecting natural resources from vegetation fires and the LOCAL AGENCY is primarily financially responsible for protecting life and property from fires and other emergencies. The LOCAL AGENCY shall have sole authority to establish the fire protection organization and structure needed to meet the determined level of service. This level of service may be based on the LOCAL AGENCY governing board's established fiscal parameters and assessment of risks and hazards. LOCAL AGENCY personnel providing services under this agreement may include any one or a combination of the following: regular employees, persons temporarily employed and commonly known as volunteers, paid-call firefighters, or others temporarily employed to perform any emergency work or emergency service including, but not limited to fire prevention, fire suppression and emergency medical response.

To comply with the STATE's mandate for full cost recovery of goods and services provided for others, the LOCAL AGENCY shall be responsible for all STATE costs, both direct and indirect, required to execute the terms of this agreement. These costs shall include, but not be limited to: required training and associated post coverage, employee uniform and Personal Protective Equipment (PPE) costs.

1. FIRE PROTECTION SERVICES TO BE PROVIDED BY THE STATE

STATE provides a modern, full service fire protection and emergency incident management agency that provides comprehensive fire protection and other emergency incident response. STATE designs regional fire protection solutions for urban and rural communities by efficiently utilizing all emergency protection resources. Regional solutions provide the most effective method of protecting the citizens of California at local, county and state levels.

Fire protection services to be provided by STATE under this agreement shall include the following: (check boxes below that apply)

☒ 1) Emergency Fire Protection, Medical and Rescue Response: services include commercial, residential, and wildland fire protection, prevention and investigation; hazardous materials incident response; emergency vehicle extrication; hazardous conditions response (flooding, downed power lines, earthquake, terrorist incident, etc.); emergency medical and rescue response; and public service assistance. Also included are management support services that include fire department administration, training and safety, personnel, finance and logistical support.

☒ 2) Basic Life Support Services: emergency medical technician (EMT) level emergency medical response providing first aid, basic life support (BLS), airway management, administration of oxygen, bleeding control, and life support system stabilization until patients are transported to the nearest emergency care facility.

☐ 3) Advanced Life Support Services: paramedic level emergency medical response providing early advanced airway management, intravenous drug therapy, and life support system stabilization until patients are transported to the nearest emergency care facility.

☒ 4) Dispatch Services: provide fire department 9-1-1 emergency dispatch by CAL FIRE Fire/Emergency Command Center (ECC). CAL FIRE will be responsible for fire/emergency

Docusign Envelope ID: BD5F1BFE-82EC-4410-8DB9-CEFA7EB935AB

dispatching emergency resource units covered under this agreement. The CAL FIRE ECC is staffed with a Battalion Chief, three or more Fire Captains and Communications Operators to provide 24/7 year-round coverage. There is always an officer of Captain rank or higher to serve as the shift supervisor and command officer. CAL FIRE uses an integrated Computer Aided Dispatch (CAD) system using the latest technology, to direct the closest available resources to all emergency incidents.

☒ 5) Fire Code Inspection, Prevention and Enforcement Services: CAL FIRE has staff Fire Inspectors serving under the direction of the LOCAL AGENCY Fire Marshal to provide services to the area covered by this agreement. Fire Code Enforcement will normally be available five days per week, with emergency or scheduled enforcement inspections available seven days per week. Fire Prevention and Investigation services will be provided by CAL FIRE Prevention Officers trained in arson, commercial, and wildland fire investigation. Officers are available by appointment for site visits and consultations. Officers are trained at CAL FIRE's Peace Officer Standard Training (POST) certified law enforcement training academy and they cooperate effectively with all local, state and federal law enforcement agencies.

☒ 6) Land Use/ Pre-Fire Planning Services – CAL FIRE staff will provide community land use planning, administration of Pre-Fire project work, including community outreach, development of community education programs, project quality control, maintenance of project records and submittal of progress reports, completion of required environmental documentation, acquisition of required permits and completion of other associated administrative duties.

☐ 7) Disaster planning services (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

☐ 8) Specific service descriptions and staffing coverage, by station (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

☒ 9) Extended Fire Protection Service Availability (Amador)

2. ADMINISTRATION

Under the requirements of California Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and firefighting services as outlined in Exhibit D, Schedule B of this agreement.

A. Director shall select and employ a Region Chief who shall, under the direction of the Director/Chief Deputy Director, manage all aspects of fire prevention and fire protection services and forestry-related programs.

B. Director will select and employ a Unit Chief who shall, under the supervision and direction of Director/Region Chief or a lawful representative, have charge of the organization described in Exhibit D, Schedules A, B and C included hereto and made a part of this agreement.

C. LOCAL AGENCY shall appoint the Unit Chief as the LOCAL AGENCY Fire Chief for all Emergency Fire Protection, Medical and Rescue Response Agreements, pursuant to applicable statutory authority. The Unit Chief may delegate this responsibility to qualified staff.

D. The Unit Chief may dispatch personnel and equipment listed in Exhibit D, Schedules A, B and C from the assigned station or location under guidelines established by LOCAL AGENCY and approved by STATE. Personnel and/or equipment listed in Exhibit D, Schedule B may be dispatched at the sole discretion of STATE.

E. The Unit Chief shall exercise professional judgment consistent with STATE policy and his or her employment by STATE in authorizing or making any assignments to emergencies and other responses, including assignments made in response to requests for mutual aid.

F. Except as may be otherwise provided for in this agreement, STATE shall not incur any obligation on the part of LOCAL AGENCY to pay for any labor, materials, supplies or services beyond the total set forth in the respective Exhibit D, Schedules A and C, as to the services to be rendered pursuant to each Schedule.

G. Nothing herein shall alter or amend or be construed to alter or amend any Collective Bargaining Agreement or Memorandum of Understanding between the State of California and its employees under the State Employer-Employee Relations Act.

3. SUPPRESSION COST RECOVERY

As provided in Health and Safety Code (H&SC) Section 13009, STATE may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. When using LOCAL AGENCY equipment and personnel under the terms of this agreement, STATE may, at the request of LOCAL AGENCY, bring such an action for collection of costs incurred by LOCAL AGENCY. In such a case LOCAL AGENCY appoints and designates STATE as its agent in said collection proceedings. In the event of recovery, STATE shall deduct fees and litigation costs in a proportional percentage amount based on verifiable and justifiable suppression costs for the fire at issue. These recovery costs are for services provided which are beyond the scope of those covered by the local government administrative fee.

In all such instances, STATE shall give timely notice of the possible application of H&SC Section 13009 to the representative designated by LOCAL AGENCY.

4. MUTUAL AID

When rendering mutual aid or assistance as authorized in H&SC Sections 13050 and 13054, STATE may, at the request of LOCAL AGENCY, demand payment of charges and seek reimbursement of LOCAL AGENCY costs for personnel, equipment and operating expenses as funded herein, under authority given by H&SC Sections 13051 and 13054. STATE, in seeking said reimbursement pursuant to such request of LOCAL AGENCY, shall represent LOCAL AGENCY by following the procedures set forth in H&SC Section 13052. Any recovery of LOCAL AGENCY costs, less expenses, shall be paid or credited to LOCAL AGENCY, as directed by LOCAL AGENCY.

In all such instances, STATE shall give timely notice of the possible application of H&SC Sections 13051 and 13054 to the officer designated by LOCAL AGENCY.

5. PROPERTY PURCHASE AND ACCOUNTING

LOCAL AGENCY shall be responsible for all costs associated with property required by personnel to carry out this agreement. Employee uniform costs will be assessed to the LOCAL AGENCY through the agreement billing process. Personal Protective Equipment (PPE) costs shall be the responsibility of the LOCAL AGENCY. By mutual agreement, PPE meeting the minimum specifications established by the STATE may be purchased directly by the LOCAL AGENCY. Alternately, the STATE will supply all PPE and the LOCAL AGENCY will be billed for costs incurred.

All property provided by LOCAL AGENCY and by STATE for the purpose of providing fire protection services shall be marked and accounted for by the Unit Chief in such a manner as to conform to the regulations, if any, established by the parties for the segregation, care, and use of the respective properties.

Docusign Envelope ID: BD5F1BFE-82EC-4410-8DB9-CEFA7EB935AB

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. PAYMENT FOR SERVICES

A. LOCAL AGENCY shall pay STATE actual cost for fire protection services pursuant to this agreement an amount not to exceed that set forth in Exhibit D, Schedule A for each fiscal year. STATE shall prepare an Exhibit D, Schedule A each year, which shall be the basis for payment for the entire fiscal year for which services are provided.

B. Any other funds designated by LOCAL AGENCY to be expended under the supervision of or for use by a Unit Chief for fire protection services shall be set forth in Exhibit D, Schedule C. This clause shall not limit the right of LOCAL AGENCY to make additional expenditures, whether under Exhibit D, Schedule C or otherwise.

C. STATE shall invoice LOCAL AGENCY for the cost of fire protection services on a quarterly basis as follows:

1) For actual services rendered by STATE during the period of July 1 through September 30, by an invoice filed with LOCAL AGENCY on or after December 10.

2) For actual services rendered by STATE during the period October 1 through December 31, by an invoice filed with LOCAL AGENCY on or after December 31.

3) For actual services rendered by STATE during the period January 1 through March 31, by an invoice filed with LOCAL AGENCY on or after March 31.

4) For the estimated cost of services during the period April 1 through June 30, by an invoice filed in advance with LOCAL AGENCY on or after March 1.

5) A final statement shall be filed with LOCAL AGENCY by October 1 following the close of the fiscal year, reconciling the payments made by LOCAL AGENCY with the cost of the actual services rendered by STATE and including any other costs as provided herein, giving credit for all payments made by LOCAL AGENCY and claiming the balance due to STATE, if any, or refunding to LOCAL AGENCY the amount of any overpayment.

6) All payments by LOCAL AGENCY shall be made within thirty (30) days of receipt of invoice from STATE, or within thirty (30) days after the filing dates specified above, whichever is later.

7) The STATE reserves the right to adjust the frequency of billing and payment to a monthly cycle with a thirty (30) day written notice to the LOCAL AGENCY when:

a. The Director predicts a cash flow shortage, or

b. When determined by the Region Chief, after consulting with the Unit Chief and the LOCAL AGENCY Contract Administrator, that the LOCAL AGENCY may not have the financial ability to support the contract at the contract level.

D. Invoices shall include actual or estimated costs as provided herein of salaries and employee benefits for those personnel employed, charges for operating expenses and equipment and the administrative charge in accordance with Exhibit D, Schedule A. When "contractual rates" are indicated, the rate shall be based on an average salary plus all benefits. "Contractual rates" means an all-inclusive rate established in Exhibit D, Schedule A for total costs to STATE, per specified position, for 24-hour fire protection services during the period covered.

E. STATE shall credit the LOCAL AGENCY, or cover behind at no cost, for the costs of Non-post (e.g. Fire Marshal, Training Officer, etc.) positions and equipment assigned to STATE responsibility fires or other STATE funded emergency incidents. The STATE shall notify the LOCAL AGENCY when this occurs.

2. COST OF OPERATING AND MAINTAINING EQUIPMENT AND PROPERTY

The cost of maintaining, operating, and replacing any and all property and equipment, real or personal, furnished by the parties hereto for fire protection purposes, shall be borne by the party owning or furnishing such property or equipment unless otherwise provided for herein or by separate written agreement.

3. BUDGET CONTINGENCY CLAUSE

A. If the LOCAL AGENCY's governing authority does not appropriate sufficient funds for the current year or any subsequent years covered under this Agreement, which results in an inability to pay the STATE for the services specified in this Agreement, the LOCAL AGENCY shall promptly notify the STATE and this Agreement will terminate pursuant to the notice periods required herein.

B. If funding for any fiscal year is reduced or deleted by the LOCAL AGENCY for purposes of this program, the LOCAL AGENCY shall promptly notify the STATE, and the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced amount, pursuant to the notice terms herein.

C. If the STATE Budget Act does not appropriate sufficient funds to provide the services for the current year or any subsequent years covered under this Agreement, which results in an inability to provide the services specified in this Agreement to the LOCAL AGENCY, the STATE shall promptly notify the LOCAL AGENCY, and this Agreement will terminate pursuant to the notice periods required herein.

D. If funding for any fiscal year is reduced or deleted by the STATE Budget Act for purposes of this program, the STATE shall promptly notify the LOCAL AGENCY, and the LOCAL AGENCY shall have the option to either cancel this Agreement with no liability occurring to the LOCAL AGENCY, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced services, pursuant to the notice terms herein.

E. Notwithstanding the foregoing provisions in paragraphs A and B above, the LOCAL AGENCY shall remain responsible for payment for all services actually rendered by the STATE under this Agreement regardless of LOCAL AGENCY funding being reduced, deleted or not otherwise appropriated for this program. The LOCAL AGENCY shall promptly notify the STATE in writing of any budgetary changes that would impact this Agreement.

F. LOCAL AGENCY and STATE agree that this Budget Contingency Clause shall not relieve or excuse either party from its obligation(s) to provide timely notice as may be required elsewhere in this Agreement.

Docusign Envelope ID: BD5F1BFE-82EC-4410-8DB9-CEFA7EB935AB

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. STATE will not commence performance until such approval has been obtained.

2. **AMENDMENT**: This agreement may be amended by mutual consent of LOCAL AGENCY and STATE. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

   If during the term of this agreement LOCAL AGENCY shall desire a reduction in STATE civil service employees assigned to the organization provided for in Exhibit D, Schedule A, LOCAL AGENCY shall provide 120 days written notice of the requested reduction. Notification shall include the following: (1) The total amount of reduction; (2) The firm effective date of the reduction; and (3) The number of employees, by classification, affected by a reduction. If such notice is not provided, LOCAL AGENCY shall reimburse STATE for relocation costs incurred by STATE as a result of the reduction. Personnel reductions resulting solely from an increase in STATE employee salaries or STATE expenses occurring after signing this agreement and set forth in Exhibit D, Schedule A to this agreement shall not be subject to relocation expense reimbursement by LOCAL AGENCY.

   If during the term of this agreement costs to LOCAL AGENCY set forth in any Exhibit D, Schedule A to this agreement increase and LOCAL AGENCY, in its sole discretion, determines it cannot meet such increase without reducing services provided by STATE, LOCAL AGENCY shall within one hundred twenty (120) days of receipt of such Schedule notify STATE and designate which adjustments shall be made to bring costs to the necessary level. If such designation is not received by STATE within the period specified, STATE shall reduce services in its sole discretion to permit continued operation within available funds.

3. **ASSIGNMENT**: This Agreement is not assignable by the LOCAL AGENCY either in whole or in part, without the consent of the STATE in the form of a formal written amendment.

4. **EXTENSION OF AGREEMENT**:

   A. One year prior to the date of expiration of this agreement, LOCAL AGENCY shall give STATE written notice of whether LOCAL AGENCY will extend or enter into a new agreement with STATE for fire protection services and, if so, whether LOCAL AGENCY intends to change the level of fire protection services from that provided by this agreement. If this agreement is executed with less than one year remaining on the term of the agreement, LOCAL AGENCY shall provide this written notice at the time it signs the agreement and the one year notice requirement shall not apply.

   B. If LOCAL AGENCY fails to provide the notice, as defined above in (A), STATE shall have the option to extend this agreement for a period of up to one year from the original termination date and to continue providing services at the same or reduced level as STATE determines would be appropriate during the extended period of this agreement. Six months prior to the date of expiration of this agreement, or any extension hereof, STATE shall give written notice to LOCAL AGENCY of any extension of this agreement and any change in the level of fire protection services STATE will provide during the extended period of this agreement. Services provided and obligations incurred by STATE during an extended period shall be accepted by LOCAL AGENCY as services and obligations under the terms of this agreement.

C. The cost of services provided by STATE during the extended period shall be based upon the amounts that would have been charged LOCAL AGENCY during the fiscal year in which the extended period falls had the agreement been extended pursuant hereto. Payment by LOCAL AGENCY for services rendered by STATE during the extended period shall be as provided in Exhibit B, Section 1, B of this agreement.

5. **AUDIT**: STATE, including the Department of General Services and the Bureau of State Audits, and LOCAL AGENCY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other party hereto, pertaining to the performance of this agreement. STATE and LOCAL AGENCY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, and to allow the auditor(s) of the other party access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. STATE and LOCAL AGENCY agree to a similar right to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

6. **INDEMNIFICATION**: Each party, to the extent permitted by law, agrees to indemnify, defend and save harmless the other party, its officers, agents and employees from (1) any and all claims for economic losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work services, materials or supplies to that party and (2) from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by that party, in the performance of any activities of that party under this agreement, except where such injury or damage arose from the sole negligence or willful misconduct attributable to the other party or from acts not within the scope of duties to be performed pursuant to this agreement; and (3) each party shall be responsible for any and all claims that may arise from the behavior and/or performance of its respective employees during and in the course of their employment to this cooperative agreement.

7. **DISPUTES**: LOCAL AGENCY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of LOCAL AGENCY, be available for contract resolution or policy intervention with the STATE's Region Chief when, upon determination by the designated STATE representative, the Unit Chief acting as LOCAL AGENCY's Fire Chief under this agreement faces a situation in which a decision to serve the interest of LOCAL AGENCY has the potential to conflict with STATE interest or policy. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time by the LOCAL AGENCY and STATE employees normally responsible for the administration of this agreement shall be brought to the attention of the CAL FIRE Director or designee and the Chief Executive Officer (or designated representative) of the LOCAL AGENCY for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. STATE and LOCAL AGENCY agree to continue with the responsibilities under this Agreement during any dispute.

8. **TERMINATION FOR CAUSE/CANCELLATION**:

A. If LOCAL AGENCY fails to remit payments in accordance with any part of this agreement, STATE may terminate this agreement and all related services upon 60 days written notice to LOCAL AGENCY. Termination of this agreement does not relieve LOCAL AGENCY from providing STATE full compensation in accordance with terms of this agreement for services actually rendered by STATE pursuant to this agreement.

B. This agreement may be cancelled at the option of either STATE or LOCAL AGENCY at any time during its term, with or without cause, on giving one year's written notice to the other party. Either LOCAL AGENCY or STATE electing to cancel this agreement shall give one year's written notice to the other party prior to cancellation.

9. **INDEPENDENT CONTRACTOR**: Unless otherwise provided in this agreement LOCAL AGENCY and the agents and employees of LOCAL AGENCY, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the STATE.

10. **NON-DISCRIMINATION CLAUSE:** During the performance of this agreement, LOCAL AGENCY shall be an equal opportunity employer and shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS) mental disability, medical condition (e.g.cancer), age (over 40), marital status, denial of family care leave, veteran status, sexual orientation, and sexual identity. LOCAL AGENCY shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. LOCAL AGENCY shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. LOCAL AGENCY shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

    In addition, LOCAL AGENCY acknowledges that it has obligations relating to ethics, Equal Employment Opportunity (EEO), the Fire Fighter's Bill of Rights Act (FFBOR), and the Peace Officer's Bill of Rights Act (POBOR). LOCAL AGENCY shall ensure that its employees comply with all the legal obligations relating to these areas. LOCAL AGENCY shall ensure that its employees are provided appropriate training.

11. **TIMELINESS**: Time is of the essence in the performance of this agreement.

12. **COMPENSATION**: The consideration to be paid STATE, as provided herein, shall be in compensation for all of STATE's expenses incurred in the performance hereof, including travel, per Diem, and taxes, unless otherwise expressly so provided.

13. **GOVERNING LAW**: This agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

14. **CHILD SUPPORT COMPLIANCE ACT**: "For any Agreement in excess of $100,000, the LOCAL AGENCY acknowledges in accordance with Public Contract Code 7110, that:

    A. The LOCAL AGENCY recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

    B. The LOCAL AGENCY, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

15. **UNENFORCEABLE PROVISION**: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

16. **COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

The STATE and LOCAL AGENCY have a responsibility to comply with the provisions of the 1996 Federal Health Insurance Portability and Accountability Act (HIPAA) and the 2001 State Health Insurance Portability and Accountability Implementation Act. HIPAA provisions become applicable once the association and relationships of the health care providers are determined by the LOCAL AGENCY. It is the LOCAL AGENCY'S responsibility to determine their status as a "covered entity" and the relationships of personnel as "health care providers", "health care clearinghouse", "hybrid entities", business associates", or "trading partners". STATE personnel assigned to fill the LOCAL AGENCY'S positions within this Agreement, and their supervisors, may fall under the requirements of HIPAA based on the LOCAL AGENCY'S status. It is the LOCAL AGENCY'S responsibility to identify, notify, train, and provide all necessary policy and procedures to the STATE personnel that fall under HIPAA requirements so that they can comply with the required security and privacy standards of the act.

17. **LIABILITY INSURANCE**

The STATE and LOCAL AGENCY shall each provide proof of insurance in a form acceptable to the other party at no cost one to the other, to cover all services provided and use of local government facilities covered by this agreement. If LOCAL AGENCY is insured and/or self-insured in whole or in part for any losses, LOCAL AGENCY shall provide a completed Certification of Self Insurance (Exhibit D, Schedule E) or certificate of insurance, executed by a duly authorized officer of LOCAL AGENCY. Upon request of LOCAL AGENCY the STATE shall provide a letter from DGS, Office Risk and Insurance Management executed by a duly authorized officer of STATE. If commercially insured in whole or in part, a certificate of such coverage executed by the insurer or its authorized representative shall be provided.

Said commercial insurance or self-insurance coverage of the LOCAL AGENCY shall include the following:

A. Fire protection and emergency services - Any commercial insurance shall provide at least general liability for $5,000,000 combined single limit per occurrence.

B. Dispatch services – Any commercial insurance shall provide at least general liability for $1,000,000 combined single limit per occurrence.

C. The CAL FIRE, State of California, its officers, agents, employees, and servants are included as additional insured's for purposes of this contract.

D. The STATE shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed on page 2 of this agreement.

18. **WORKERS COMPENSATION**: (only applies where local government employees/volunteers are supervised by CAL FIRE, as listed in Exhibit D Schedule C. STATE contract employees' workers compensation is included as part of the contract personnel benefit rate).

A. Workers' Compensation and related benefits for those persons, whose use or employment is contemplated herein, shall be provided in the manner prescribed by California Labor Codes, State Interagency Agreements and other related laws, rules, insurance policies, collective bargaining agreements, and memorandums of understanding.

B. The STATE Unit Chief administering the organization provided for in this agreement shall not use, dispatch or direct any non STATE employees, on any work which is deemed to be the responsibility of LOCAL AGENCY, unless and until LOCAL AGENCY provides for Workers' Compensation benefits at no cost to STATE. In the event STATE is held liable, in whole or in part, for the payment of any Worker's Compensation claim or award arising from the injury or death of any such worker, LOCAL AGENCY agrees to compensate STATE for the full amount of such liability.

C. The STATE /LOCAL AGENCY shall receive proof of Worker's Compensation coverage and shall be notified of any cancellation and change of coverage at the addresses listed in Section 1.

19. **CONFLICT OF INTEREST**: LOCAL AGENCY needs to be aware of the following provisions regarding current or former state employees. If LOCAL AGENCY has any questions on the status of any person rendering services or involved with the Agreement, the STATE must be contacted immediately for clarification.

Current State Employees (Public Contract Code §10410):

1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Public Contract Code §10411):

1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If LOCAL AGENCY violates any provisions of above paragraphs, such action by LOCAL AGENCY shall render this Agreement void. (Public Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Public Contract Code §10430 (e))

20. **LABOR CODE/WORKERS' COMPENSATION**: LOCAL AGENCY needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and LOCAL AGENCY affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

21. **AMERICANS WITH DISABILITIES ACT**: LOCAL AGENCY assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis

of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

22. **LOCAL AGENCY NAME CHANGE**: An amendment is required to change the LOCAL AGENCY'S name as listed on this Agreement. Upon receipt of legal documentation of the name change the STATE will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

23. **RESOLUTION**: A county, city, district, or other local public body must provide the STATE with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

24. **AIR OR WATER POLLUTION VIOLATION**: Under the State laws, the LOCAL AGENCY shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

25. **AFFIRMATIVE ACTION**. STATE certifies its compliance with applicable federal and State hiring requirements for persons with disabilities, and is deemed by LOCAL AGENCY to be in compliance with the provisions of LOCAL AGENCY'S Affirmative Action Program for Vendors.

26. **DRUG AND ALCOHOL-FREE WORKPLACE**. As a material condition of this Agreement, STATE agrees that it and its employees, while performing service for LOCAL AGENCY, on LOCAL AGENCY property, or while using LOCAL AGENCY equipment, shall comply with STATE's Employee Rules of Conduct as they relate to the possession, use, or consumption of drugs and alcohol.

27. **ZERO TOLERANCE FOR FRAUDULENT CONDUCT IN LOCAL AGENCY SERVICES**. STATE shall comply with any applicable "Zero Tolerance for Fraudulent Conduct in LOCAL AGENCY Services." There shall be "Zero Tolerance" for fraud committed by contractors in the administration of LOCAL AGENCY programs and the provision of LOCAL AGENCY services. Upon proven instances of fraud committed by the STATE in connection with performance under the Agreement, the Agreement may be terminated consistent with the termination for cause/cancellation term, Exhibit C, section 8, subsection B, of Cooperative Fire Programs Fire Protection Reimbursement Agreement, LG-1, between the California Department of Forestry and Fire Protection (CAL FIRE) and the LOCAL AGENCY.

28. **CONFIDENTIAL INFORMATION.** "Confidential information" means information designated by CAL FIRE and/or the LOCAL AGENCY disclosure of which is restricted, prohibited or privileged by State and federal law. Confidential Information includes, but is not limited to, information exempt from disclosure under the California Public Records Act (Government Code Sections 6250 et seq.) Confidential Information includes but is not limited to all records as defined in Government Code section 6252 as well as verbal communication of Confidential Information. Any exchange of Confidential Information between parties shall not constitute a "waiver" of any exemption pursuant to Government Code section 6254.5

    CAL FIRE and LOCAL AGENCY personnel allowed access to information designated as Confidential Information shall be limited to those persons with a demonstrable business need for such access. CAL FIRE and LOCAL AGENCY agree to provide a list of authorized personnel in writing as required by Government Code section 6254.5(e). CAL FIRE and the LOCAL

AGENCY agree to take all necessary measures to protect Confidential Information and shall impose all the requirements of this Agreement on all of their respective officers, employees and agents with regards to access to the Confidential Information. A Party to this Contract who experiences a security breach involving Confidential Information covered by this Contract, agrees to promptly notify the other Party of such breach

29. **ENTIRE AGREEMENT**: This agreement contains the whole agreement between the Parties. It cancels and supersedes any previous agreement for the same or similar services.

Docusign Envelope ID: BD5F1BFE-82EC-4410-8DB9-CEFA7EB935AB

EXHIBIT D
ADDITIONAL PROVISIONS

EXCISE TAX: State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. STATE will pay any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. The STATE may pay any applicable sales and use tax imposed by another state.

Schedules

The following Schedules are included as part of this agreement (check boxes if they apply):

☒ **A. Fiscal Display, PRC 4142 AND/OR PRC 4144 -** STATE provided LOCAL AGENCY funded fire protection services. STATE-owned vehicles shall be operated and maintained in accordance with policies of STATE at rates listed in Exhibit D, Schedule A.

☒ **B. STATE Funded Resource** - A listing of personnel, crews and major facilities of the STATE overlapping or adjacent to the local agency area that may form a reciprocal part of this agreement.

☒ **C. LOCAL AGENCY Provided Local Funded Resources -** A listing of services, personnel, equipment and expenses, which are paid directly by the local agency, but which are under the supervision of the Unit Chief.

☐ **D. LOCAL AGENCY Owned STATE Maintained Vehicles** - Vehicle information pertaining to maintenance responsibilities and procedures for local agency-owned vehicles that may be a part of the agreement.

LOCAL AGENCY-owned firefighting vehicles shall meet and be maintained to meet minimum safety standards set forth in Title 49, Code of Federal Regulations; and Titles 8 and 13, California Code of Regulations.

LOCAL AGENCY-owned vehicles that are furnished to the STATE shall be maintained and operated in accordance to LOCAL AGENCY policies. In the event LOCAL AGENCY does not have such policies, LOCAL AGENCY-owned vehicles shall be maintained and operated in accordance with STATE policies. The cost of said vehicle maintenance and operation shall be at actual cost or at rates listed in Exhibit D, Schedule D.

Exhibit D, Schedule D is incorporated into this section if LOCAL AGENCY-owned vehicles listed in Exhibit D, Schedule D are to be operated, maintained, and repaired by STATE.

LOCAL AGENCY assumes full responsibility for all liabilities associated therewith in accordance with California Vehicle Code Sections 17000, 17001 et seq. STATE employees operating LOCAL AGENCY-owned vehicles shall be deemed employees of LOCAL AGENCY, as defined in Vehicle Code Section 17000. Except where LOCAL AGENCY would have no duty to indemnify STATE under Exhibit C, Section 6 for all LOCAL AGENCY-owned vehicles operated or used by employees of STATE under this agreement.

LOCAL AGENCY employees, who are under the supervision of the Unit Chief and operating STATE-owned motor vehicles, as a part of the duties and in connection with fire protection and other emergency services, shall be deemed employees of STATE, as defined in Vehicle Code Section 17000 for acts or omissions in the use of such vehicles. Except where STATE would have no duty to indemnify LOCAL AGENCY under Exhibit C, Section 6.

E. Certification of Insurance - Provider Insurance Certification and/or proof of self-insurance.

Docusign Envelope ID: BD5F1BFE-82EC-4410-8DB9-CEFA7EB935AB

EXHIBIT D, SCHEDULE A

STATE FUNDED RESOURCES

FISCAL DISPLAY

PRC 4142/4144

NAME OF AGENCY: TEHAMA COUNTY

Contract number: 2CA06896

INDEX: 2500 PCA: 27600/27610 Fiscal Year: 2024/2025

This is Schedule A of Cooperative Agreement originally dated July 1, 2024, by the between CAL FIRE of the State of California and LOCAL AGENCY.

(See Attached)

Unit: TGU

Contract Name: TEHAMA COUNTY

Agreement Total	$4,973,295

Contract No.: 2CA06896

Fiscal Year 24/25	
27600 PS Total	$4,847,240
27600 OE Total	$68,018
27610 PS Total	$6,437
27610 OE Total	$51,600

TOTAL	$4,973,295

Fiscal Year:	**2024**					**Sub Total**	**$4,324,032**						**Contract Name:**	TEHAMA COUNTY					
Index:	**2500**		**Unit:** TGU			**Admin**	**$523,208**												
PCA	**27600**					**Total**	**$4,847,240**						**Contract No.:**	2CA06896					
PRC:	**4142/4144**												**Page No.:**	19					
Comments						Overtime Total:	$388,613												
This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2024 between *"TEHAMA COUNTY"* and The California Department of Forestry and Fire Protection (CAL FIRE)						CAL FIRE Unit Chief													
						CAL FIRE Region Chief													
						Staff Benefit Rate as of 7/1/24 for POF Classifications				**93.93%**	(2023 Rates)								
						Staff Benefit Rate as of 7/1/24 for SAF Classifications				**67.28%**	(2023 Rates)								
						Staff Benefit Rate as of 7/1/24 for MIS Classifications				**82.09%**	(2023 Rates)								

Number of Positions	Classification/ad-ons (Pick From List)	RET.	Period	Salary Months	Salary Rate	Total Salary	EDWC Rate	EDWC Periods	Total EDWC	Salary Benefits	FFI UI	EDWC Benefits	Total Salary & EDWC	Total Position Cost
1	Battalion Chief (Nonsupervisory)	POF	07/01/2024-06/30/202	12	$7,447	$89,364	$4,449	12	$53,388	$83,940	$0	$31,515	$258,207	$277,893
1	Education Incentive Pay Differential	POF	07/01/2024-06/30/202	12	$150	$1,800			$0	$1,691		$0	$3,491	
1	Health Cash Payment	POF	07/01/2024-06/30/202	12	$260	$3,120			$0	$2,931		$0	$6,051	
		POF			$0	$0			$0	$0		$0	$0	
		POF			$0	$0			$0	$0		$0	$0	
	Overtime	POF				$10,000			$0	$145		$0	$10,145	
3	Fire Captain, Range A	POF	07/01/2024-06/30/202	12	$6,416	$230,976	$3,845	12	$138,420	$216,956	$0	$81,709	$668,061	$781,070
3	Education Incentive Pay Differential	POF	07/01/2024-06/30/202	12	$150	$5,400			$0	$5,072		$0	$10,472	
3	Health Cash Payment	POF	07/01/2024-06/30/202	12	$260	$9,360			$0	$8,792		$0	$18,152	
3	Longevity Pay Differential - 9%	POF	07/01/2024-06/30/202	12	$0	$20,788			$0	$19,526		$0	$40,314	
1	Hazmat Pay Differential	POF	07/01/2024-06/30/202	12	$150	$1,800			$0	$1,691		$0	$3,491	
	Overtime	POF				$40,000			$0	$580		$0	$40,580	
6	Fire Apparatus Engineer	POF	07/01/2024-06/30/202	12	$5,718	$411,696	$3,435	12	$247,320	$386,706	$0	$145,993	$1,191,715	$1,289,543
6	Education Incentive Pay Differential	POF	07/01/2024-06/30/202	12	$150	$10,800			$0	$10,144		$0	$20,944	
6	Health Cash Payment	POF	07/01/2024-06/30/202	12	$260	$18,720			$0	$17,584		$0	$36,304	
		POF			$0	$0			$0	$0		$0	$0	
		POF			$0	$0			$0	$0		$0	$0	
	Overtime	POF				$40,000			$0	$580		$0	$40,580	
4	Firefighter I	POF	07/01/2024-06/30/202	12	$4,643	$222,864	$2,722	12	$130,656	$209,336	$17,539	$77,126	$657,522	$722,304
4	Health Cash Payment	POF	07/01/2024-06/30/202	12	$260	$12,480			$0	$11,722		$0	$24,202	
		POF			$0	$0			$0	$0		$0	$0	
		POF			$0	$0			$0	$0		$0	$0	
		POF			$0	$0			$0	$0		$0	$0	
	Overtime	POF				$40,000			$0	$580		$0	$40,580	
6	Firefighter I	POF	11/1/2024-5/30/2024	7.25	$4,643	$201,971	$2,722	7	$118,407	$189,711	$15,895	$69,896	$595,879	$638,103
6	Health Cash Payment	POF	11/1/2024-5/30/2024	7.25	$260	$11,310			$0	$10,623		$0	$21,933	
		POF			$0	$0			$0	$0		$0	$0	
		POF			$0	$0			$0	$0		$0	$0	
		POF			$0	$0			$0	$0		$0	$0	
	Overtime	POF				$20,000			$0	$290		$0	$20,290	
1.5	Communications Operator, Range B	SAF	07/01/2024-06/30/202	12	$7,023	$126,414	$0	0	$0	$85,051	$0	$0	$211,465	$237,844
1	Night-Shift Pay Differential	SAF	07/01/2024-06/30/202	12	$303	$3,640			$0	$2,449		$0	$6,089	
		SAF			$0	$0			$0	$0		$0	$0	
		SAF			$0	$0			$0	$0		$0	$0	
		SAF			$0	$0			$0	$0		$0	$0	
	Overtime	SAF				$20,000			$0	$290		$0	$20,290	
1	Associate Governmental Program Analyst	MIS	07/01/2024-06/30/202	12	$7,114	$85,368	$0	0	$0	$70,079	$0	$0	$155,447	$177,275
1	Health Cash Payment	MIS	07/01/2024-06/30/202	12	$260	$3,120			$0	$2,561		$0	$5,681	
		MIS			$0	$0			$0	$0		$0	$0	
		MIS			$0	$0			$0	$0		$0	$0	
		MIS			$0	$0			$0	$0		$0	$0	
	Overtime	MIS				$15,000			$0	$1,148		$0	$16,148	

Fiscal Year:	**2024**					**Sub Total**	**$4,324,032**					**Contract Name:**	TEHAMA COUNTY	
Index:	**2500**		**Unit:** TGU			**Admin**	**$523,208**							
PCA	**27600**					**Total**	**$4,847,240**					**Contract No.:**	2CA06896	
PRC:	**4142/4144**											**Page No.:**	20	
Comments						Overtime Total:	$388,613							
					$0	$0	$0	0	$0	$0	$0	$0	$0	$200,000
					$0	$0			$0	$0		$0	$0	
					$0	$0			$0	$0		$0	$0	
					$0	$0			$0	$0		$0	$0	
					$0	$0			$0	$0		$0	$0	
	Overtime					$200,000			$0	$0		$0	$200,000	
					$0	$0	$0	0	$0	$0	$0	$0	$0	$0
					$0	$0			$0	$0		$0	$0	
					$0	$0			$0	$0		$0	$0	
					$0	$0			$0	$0		$0	$0	
					$0	$0			$0	$0		$0	$0	
	Overtime								$0	$0		$0	$0	
					$0	$0	$0	0	$0	$0	$0	$0	$0	$0
					$0	$0			$0	$0		$0	$0	
					$0	$0			$0	$0		$0	$0	
					$0	$0			$0	$0		$0	$0	
					$0	$0			$0	$0		$0	$0	
	Overtime								$0	$0		$0	$0	
					$0	$0	$0	0	$0	$0	$0	$0	$0	$0
					$0	$0			$0	$0		$0	$0	
					$0	$0			$0	$0		$0	$0	
					$0	$0			$0	$0		$0	$0	
					$0	$0			$0	$0		$0	$0	
	Overtime								$0	$0		$0	$0	
					$0	$0	$0	0	$0	$0	$0	$0	$0	$0
					$0	$0			$0	$0		$0	$0	
					$0	$0			$0	$0		$0	$0	
					$0	$0			$0	$0		$0	$0	
					$0	$0			$0	$0		$0	$0	
	Overtime								$0	$0		$0	$0	
					$0	$0	$0	0	$0	$0	$0	$0	$0	$0
					$0	$0			$0	$0		$0	$0	
					$0	$0			$0	$0		$0	$0	
					$0	$0			$0	$0		$0	$0	
					$0	$0			$0	$0		$0	$0	
	Overtime								$0	$0		$0	$0	

Fiscal Year: 2024
Index: 2500
PCA: 27600
PRC: 4142/4144

Uniform Benefits	**$540**
Sub Total	**$60,676**
Admin	**$7,342**
Total	**$68,018**

Contract Name: TEHAMA COUNTY
Contract No.: 2CA06896
Page No.: 21

Comments
This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2024 between "TEHAMA COUNTY" and The California Department of Forestry and Fire Protection (CAL FIRE)

						1.45%	
Category (Pick from List)	**Details**	**Number**	**Months**	**Rate**	**Sub-Total**	**Uniform Benefits**	**Total**
UNIFORM ALLOWANCE FOR BU8	Full Time	14.00	12.00	$178	$ 29,820	$ 432	$ 30,252
UNIFORM ALLOWANCE FOR BU8	Amador FF	6.00	7.00	$178	$ 7,455	$ 108	$ 7,563
UNIFORM ALLOWANCE FOR COMM OP		1.50	12.00	$104	$ 1,875		$ 1,875
VEHICLE OPERATIONS	Out of Unit Repairs	1.00	1.00	$5000	$ 5,000		$ 5,000
TRAVEL		1.00	12.00	$1000	$ 12,000		$ 12,000
TRAINING		1.00	1.00	$2000	$ 2,000		$ 2,000
OTHER ITEMS OF EXPENSE	Target Solutions - Uniform	10.00	1.00	$75	$ 750		$ 750
OTHER ITEMS OF EXPENSE	Target Solutions - FF1	4.00	1.00	$50	$ 200		$ 200
OTHER ITEMS OF EXPENSE	Target Soln - Support Staff	2.50	1.00	$38	$ 95		$ 95
OTHER ITEMS OF EXPENSE	INTIME	16.50	1.00	$57	$ 941		$ 941

Fiscal Year: 2024
Index: 2500 **Unit:**
PCA 27610
PRC: 4144
Comments

This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2024 between *"TEHAMA COUNTY"* and The California Department of Forestry and Fire Protection (CAL FIRE)

Sub Total	$5,742
Admin	$695
Total	$6,437

Overtime Total: $0

Contract Name: TEHAMA COUNTY
Contract No.: 2CA06896
Page No.: 22

CAL FIRE Unit Chief	
CAL FIRE Region Chief	

Staff Benefit Rate as of 7/1/24 for POF Classifications	**93.93%**	(2023 Rates)
Staff Benefit Rate as of 7/1/24 for SAF Classifications	**67.28%**	(2023 Rates)
Staff Benefit Rate as of 7/1/24 for MIS Classifications	**82.09%**	(2023 Rates)

Number of Positions	Classification/ad-ons (Pick From List)	RET.	Period	Salary Months	Salary Rate	Total Salary	EDWC Rate	EDWC Periods	Total EDWC	Salary Benefits	FFI UI	EDWC Benefits	Total Salary & EDWC	Total Position Cost
					$0	$0	$0	0	$0	$0	$0	$0	$0	$5,742
1	Emergency Response Bonus - FEM I	POF	11/1/2024 -5/30/2024	7	$423	$2,961			$0	$2,781		$0	$5,742	
		POF			$0	$0			$0	$0		$0	$0	
		POF			$0	$0			$0	$0		$0	$0	
		POF			$0	$0			$0	$0		$0	$0	
	Overtime	POF							$0	$0		$0	$0	
					$0	$0	$0	0	$0	$0	$0	$0	$0	$0
					$0	$0			$0	$0		$0	$0	
					$0	$0			$0	$0		$0	$0	
					$0	$0			$0	$0		$0	$0	
					$0	$0			$0	$0		$0	$0	
	Overtime								$0	$0		$0	$0	
					$0	$0	$0	0	$0	$0	$0	$0	$0	$0
					$0	$0			$0	$0		$0	$0	
					$0	$0			$0	$0		$0	$0	
					$0	$0			$0	$0		$0	$0	
					$0	$0			$0	$0		$0	$0	
	Overtime								$0	$0		$0	$0	
					$0	$0	$0	0	$0	$0	$0	$0	$0	$0
					$0	$0			$0	$0		$0	$0	
					$0	$0			$0	$0		$0	$0	
					$0	$0			$0	$0		$0	$0	
					$0	$0			$0	$0		$0	$0	
	Overtime								$0	$0		$0	$0	
					$0	$0	$0	0	$0	$0	$0	$0	$0	$0
					$0	$0			$0	$0		$0	$0	
					$0	$0			$0	$0		$0	$0	
					$0	$0			$0	$0		$0	$0	
					$0	$0			$0	$0		$0	$0	
	Overtime								$0	$0		$0	$0	
					$0	$0	$0	0	$0	$0	$0	$0	$0	$0
					$0	$0			$0	$0		$0	$0	
					$0	$0			$0	$0		$0	$0	
					$0	$0			$0	$0		$0	$0	
					$0	$0			$0	$0		$0	$0	
	Overtime								$0	$0		$0	$0	
					$0	$0	$0	0	$0	$0	$0	$0	$0	$0
					$0	$0			$0	$0		$0	$0	
					$0	$0			$0	$0		$0	$0	

Fiscal Year: 2024
Index: 2500
PCA: 27610
PRC: 4142/4144

Uniform Benefits	**$0**
Sub Total	**$46,030**
Admin	**$5,570**
Total	**$51,600**

Contract Name: TEHAMA COUNTY
Contract No.: 2CA06896
Page No.: 23

Comments

This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2024 between "TEHAMA COUNTY" and The California Department of Forestry and Fire Protection (CAL FIRE)

						1.45%	
Category (Pick from List)	**Details**	**Number**	**Months**	**Rate**	**Sub-Total**	**Uniform Benefits**	**Total**
COMMUNICATIONS	Mobile Radios	2.00	7.00	$14	$ 196		$ 196
COMMUNICATIONS	Electronic Sirens	2.00	7.00	$8	$ 112		$ 112
COMMUNICATIONS	Handi Talkies	2.00	7.00	$7	$ 98		$ 98
COMMUNICATIONS	Fixed Stations	1.00	7.00	$66	$ 462		$ 462
UTILITIES	ECC	1.00	7.00	$129	$ 903		$ 903
VEHICLE OPERATIONS	Engines	2.00	7.00	$2306	$ 32,284		$ 32,284
VEHICLE OPERATIONS	Pickup	500.00	7.00	$1	$ 3,500		$ 3,500
AMADOR - BATTALION CHIEF	Amador BC	1.00	7.00	$1119	$ 7,833		$ 7,833
OTHER ITEMS OF EXPENSE	Target Soln FF1 Amador	6.00	1.00	$50	$ 300		$ 300
OTHER ITEMS OF EXPENSE	INTIME FF1 Amador	6.00	1.00	$57	$ 342		$ 342

EXHIBIT D, SCHEDULE B

STATE FUNDED RESOURCES

NAME OF LOCAL AGENCY: TEHAMA COUNTY

This is Schedule B of Cooperative Agreement originally dated July 1, 2024, by and between CAL FIRE of the State of California and LOCAL AGENCY.

FISCAL YEAR: 2024/2025

Unit Administration
1 Unit Chief
1 Deputy Chief: Operations
1 Division Chief: Camp Operations
1 Division Chief: Camp Operations
1 Division Chief: Fire Center Operations
1 Division Chief: Administration
1 Forester II
1 Forestry Asst. II
1 Environmental Scientist
5 Battalion Chiefs: Field
1 Battalion Chief: ECC
1 Battalion Chief: Training
1 Battalion Chief: Fire Prevention
2 Battalion Chiefs Fire Center
3 Fire Captain Specialist (Prevention)
1 Fire Captain Specialist (PFE)
1 Forestry Equipment Manager
4 Heavy Equip Mechanic
3 Forestry Logistics Officer
5 Fire Captains: ECC
1.5 Communication Operators

Station Personnel, Permanent	Seasonal
26 Fire Captains	2 Fire Captains
24 Fire Apparatus Engineers	10 Fire Apparatus Engineers
6 Firefighter II	2 Firefighter II
6 Heavy Fire Equipment Operators	112 Firefighters
4 Pilots	

Budgeted fire stations and equipment during declared fire season:

Fire Stations

Baker (2 engines)	Elk Creek (2 engines)
Manton (1 engine)	Paskenta (2 engines)
Paynes Creek (2 engines)	Red Bank (1 engine)
Red Bluff (2 engines)	

EXHIBIT D, SCHEDULE B

STATE FUNDED RESOURCES

Budgeted fire stations and equipment during declared fire season: (cont'd)

Bulldozer	Helitack Base
Red Bluff	Vina Helitack

Conservation Camps

Ishi Camp
1 Division Chief Camp Operations
10 Fire Captains
1 Clerical
1 Heavy Fire Equipment Operator
5 Fire Crews (Inmates)
1 Water/Sewage Plant Operator
1 Bulldozer

Salt Creek Conservation Camp
1 Division Chief Camp Operations
12 Fire Captains
1 Clerical
1 Heavy Fire Equipment Operator
6 Fire Crews (Inmates)
1 Water/Sewage Plant Operator
1 Bulldozer

Valley View Fire Center
1 Division Chief Fire Center Operations
2 Battalion Chiefs
10 Fire Captains
9 Fire Apparatus Engineers
1 Clerical
1 Heavy Equipment Mechanic
120 Fire Fighters (Fire Crews)
1 Stationary Engineer
1 Forestry Logistics Officer

Docusign Envelope ID: BD5F1BFE-82EC-4410-8DB9-CEFA7EB935AB

EXHIBIT D, SCHEDULE C
LOCAL FUNDED RESOURCES
ASSIGNED TO THE CAL FIRE UNIT

NAME OF LOCAL AGENCY: TEHAMA COUNTY

This is Schedule C of Cooperative Agreement originally dated July 1, 2024 by and between CAL FIRE of the State of California and LOCAL AGENCY.

FISCAL YEAR: 2024/2025

County of Tehama Schedule 'C' budget is estimated at $2,529,333 which includes the following:

2 Fire & Emergency Apparatus Mechanics
1 Office Assistant III
2 Fire Safety Inspectors
13 Volunteer Fire Companies

Antelope	25	Lake Calif.	15	Paynes Creek	15
Bowman	25	Los Molinos	25	Rancho Tehama	15
Corning	25	Manton	15	Richfield	15
Dibble Creek	15	Mineral	15	Vina	15
El Camino	15				

The 13 Volunteer Fire Departments are authorized for 250 members which are assigned and operate rated and non-rated fire engines, water tenders, and squads, totaling 51 pieces of specialized automotive equipment. Each Volunteer is supplied with CAL/OSHA approved personal protective clothing, one entry physical, and a per call stipend to reimburse them for out-of-pocket expenses.

Automotive equipment carries an inventory of fire hose, hose and water appliances, portable fire extinguishers, ladders, first-aid, burn and trauma kits, self-contained breathing apparatus, resuscitators and other equipment and supplies needed at fires and emergencies.

Through a Memorandum of Understanding between the Tehama County Board of Supervisors and the Tehama City Council, County of Tehama provides fire protection for the City of Tehama.

Docusign Envelope ID: BD5F1BFE-82EC-4410-8DB9-CEFA7EB935AB

EXHIBIT D, SCHEDULE E

This is Schedule E of Cooperative Agreement originally dated July 1, 2024, by and between the CAL FIRE of the State of California and LOCAL AGENCY

NAME OF LOCAL AGENCY: TEHAMA COUNTY

The CAL FIRE, State of California and its officers, agents, employees, and servants are included as additional insured for the purposes of this contract. The State shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed in LG1, Page 2.

FISCAL YEAR: 2024/2025

SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY FOR TORT LIABILITY

This is to certify that LOCAL AGENCY has elected to be self-insured under the self-insurance provision provided in Exhibit C, Section 17.

By: _____ _____
Signature Printed Name

_____
Title

SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY FOR WORKER'S COMPENSATION BENEFITS

This is to certify that LOCAL AGENCY has elected to be self-insured for Workers' Compensation benefits which comply with Labor Code Section 3700 as provided in Exhibit C, Section 18.

~~By:~~ _____ _____
~~Signature~~ ~~Printed Name~~

_____
~~Title~~

SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY FOR LOCAL AGENCY-OWNED VEHICLES

This is to certify that LOCAL AGENCY has elected to be self-insured for local agency-owned vehicles under the self-insurance provision provided in Exhibit D, Schedule D.

By: _____ John Leach
Signature Printed Name

Chairperson, Tehama County Board of Supervisors
Title

(LG1 REV. 01/2017)

E-Contract Review
Approval as to Form

Department Name: County of Tehama Fire Department

Vendor Name: California Department of Forestry

Document Description: Cooperative Fire Protection Services Agreement

APPROVED AS TO FORM:

Date: 7/2/25

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

Tehama County

Agenda Request Form

File #: 25-1229 **Agenda Date:** 7/22/2025 **Agenda #:** 5.

SHERIFF'S OFFICE

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Sheriff and the Chairman to sign Amendment No. 2 to the Agreement with Bennet Omalu Pathology Misc. Agree. 2025-49 and as amended by Misc. Agree. 2025-89, to settle outstanding invoices totaling $10,000 related to the expired Misc. Agree. 2018-65, maintaining an amount not to exceed $100,000, effective 3/1/25 through 2/29/28

Financial Impact:
The funding source for the agreement has been budgeted for FY 25/26 in the Coroner's budget, 2072 -53230.

Background Information:
The County has been using Bennet Omalu Pathology Services since 2018 and prior to that when he was with Forensic Pathology Group to perform external examinations of decedents, external/internal investigations of decedents if deemed necessary by the Coroner, and to review medical or dental records of decedents.

When the previous agreement ended on February 28, 2025 (Misc. Agree. 2018-65), the total invoices received in March for the services rendered in February exceeded the total yearly agreement by $10,000. Amendment No.1 (Misc. Agree. 2025-089) included payment for the services rendered to resolve any claims and disputes existing prior to March 4, 2025. There was one invoice that was incurred in February but was not received until after Amendment No. 1 (Misc. Agree. 2025-089) was approved by the Board of Supervisors. The vendor assumed the final outstanding invoice had been received with the batch of invoices originally issued back in March and did not realize it had not been received until payment was received from the County. Amendment No. 2 is to issue payment for the final invoice outstanding from the previous expired agreement (Misc. Agree. 2018-65). The vendor confirmed no further invoices are outstanding.

AMENDMENT NO. 2
TO THE AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND BENNET OMALU PATHOLOGY

The Agreement Number 2025-49 with an effective date of March 4, 2025 was entered into between the County of Tehama, through its Sheriff's Office, ("COUNTY") and Bennet Omalu Pathology ("CONTRACTOR"), for pathology services, the resolution of a claim exceeding the expired contract's "not-to-exceed" amount, and the provision of clause to address potential costs overruns in an agreement for forensic pathology services and which was amended with Amendment No. 1, with an effective date of April 23, 2025 (Agreement Number 2025-89) (Collectively the original agreement and Amendment no. 1 are referred to as "AGREEMENT").

Pursuant to Section 7. of the AGREEMENT subdivisions 3.3 and 3.5 of said agreement are hereby amended as follows:

> 3.3 The amounts paid in accordance with this Subdivision 3.3 shall not go towards any determination whether the Maximum Compensation has been exceeded. Contractor shall be paid up to $10,000 for services rendered under Agreement 2018-65 which as invoiced would exceed the Maximum Compensation therein. This amendment shall completely resolve all claims and disputes existing prior to March 4, 2025 related to the services provided under Agreement 2018-65.
>
> 3.5 In the case in which the AGREEMENT is terminated or the term of the agreement has passed and the Contractor has satisfactorily completed work while the AGREEMENT was still effective but the total amount of cost of the completed work is above the Maximum amount identified in the AGREEMENT. The Tehama County Purchasing Agent may pay any additional amount by way of a separate Purchase Order as long as the amount of the Purchase Order is less than the total annual aggregate amount authorized in Ordinance No.°2125.

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

The AGREEMENT and this Amendment No. 2 (collectively referred to as the "Modified Agreement"), constitutes the entire agreement of the parties and supersedes all previous agreements, writings, and oral statements. In the event of any inconsistency or conflict between this Amendment No. 2 and the AGREEMENT, the provisions of this Amendment No. 2 shall prevail over those of the AGREEMENT. This Modified Agreement may not be further modified except in writing signed by both parties pursuant to Section 7 of the Modified Agreement.

<<Signature Page Follows This Page>>

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

COUNTY OF TEHAMA

Date: _____

_____
Dave Kain, Sheriff-Coroner

COUNTY OF TEHAMA

Date: _____

_____
Chairman, Board of Supervisors

Date: 06/17/2025

_____
Bennet Omalu, M.D.

COUNTY OF TEHAMA

Office of
Sean Houghtby
County Clerk and Recorder
P.O. Box 250
Courthouse
633 Washington Street
Red Bluff, California 96080



Tehama County Courthouse

TELEPHONE (Area Code 530)

Clerk & Recorder 527-3350
Elections 527-8190
Clerk of the Board
of Supervisors 527-3287

FAX 527-1745

WEB: www.tehama.gov

Date: April 21, 2025

OFFICE OF
THE CLERK OF THE BOARD OF SUPERVISORS

FROM THE DESK OF: SEAN HOUGHTBY

TO: Jennifer Crane

RE: Return of Signature Page(s)

Please return **(1) fully-executed copy of the signature pages** referenced and attached to this memo.

18. SHERIFF'S OFFICE - Sheriff Dave Kain **25-0574**

a) AGREEMENT - Approval and authorization for the Sheriff and the Chairman to sign Amendment No. 1 to the Agreement with Bennet Omalu Pathology (Misc. Agree. #2025-49) increasing the "not-to-exceed" amount to $100,000 per year, effective 3/1/25 through 2/29/28.

Enactment No: MISC. AGR 2025-089

If you have any questions, please contact this office at (530) 527-3287.

PLEASE RETURN TO: CLERK OF THE BOARD
P.O. BOX 250
RED BLUFF, CA 96080

OR

THROUGH INTER-OFFICE MAIL - AUDITOR'S OFFICE

AMENDMENT #1
TO THE 2025 AGREEMENT BETWEEN THE COUNTY OF TEHAMA
AND BENNET OMALU PATHOLOGY

This Amendment No. 1 to Agreement Number 2025-49 (the "Original Agreement"), with an effective date of March 4, 2025, by and between the County of Tehama, through its Sheriff's Office (County) and Bennet Omalu Pathology (Contractor) for the resolution of claim exceeding the expired contract's "not-to-exceed" amount and for provision of clause to address potential costs overruns in an agreement for forensic pathology services which shall be amended as follows

The Original Agreement is hereby amended as follows:

3: **COMPENSATION**

3.1 Contractor shall be paid in accordance with the rates set forth in Exhibit B, attached hereto and incorporated herein by this reference, after satisfactorily completing the duties described in this Agreement.

3.2 Maximum Compensation payable under this agreement shall not exceed $100,000.00 per year. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein.

3.3 The amounts paid in accordance with this Subdivision 3.3 shall not go towards any determination whether the Maximum Compensation has been exceeded. Contractor shall be paid up to $6,000 for services rendered under Agreement 2018-65 which as invoiced would exceed the Maximum Compensation therein. This amendment shall completely resolve all claims and disputes existing prior to March 4, 2025, which are currently known to the parties.

3.4 Contractor shall notify County in the manner specified in Section 18 when the total amount invoiced in a single year reaches 85% of the Maximum Compensation. This notice shall occur with service of the invoice in which the 85% mark has been reached.

3.5 If by the final month of the term of this agreement County has not been invoiced 85% or more of the Maximum Compensation for that final year and the invoice amount for the last month of the term brings the total amount invoiced for the year in excess of the Maximum Compensation by an amount not more than 10% of the Maximum Compensation for that year, County shall pay the full amount invoiced for that last month without need for any additional amendment of this Agreement. Otherwise, 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. Additionally, if Contractor fails to provide notice that the total amount invoiced in a single year reaches 85% of the Maximum Compensation when the total amount invoiced has reached 85% or more of the Maximum Compensation for the final year before the last month's invoice, Contractor shall have no claim against County for payment of any compensation or reimbursement for any amount that exceeds the Maximum Compensation even if the service claimed was provided by the Contractor during the term of this Agreement.

3.6 Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County.

3.7 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.

3.8 This Section 3. shall survive the expiration or other termination of this Agreement.

1. All other terms and conditions of the Original Agreement shall remain in effect unchanged during the term of the Agreement.

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

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

COUNTY OF TEHAMA

Date: 4/23/25

Dave Kain, Sheriff-Coroner

COUNTY OF TEHAMA

Date: APR 15 2025

Chairman, Board of Supervisors

Date: 04/02/25

Bennet Omalu, M.D.

E-Contract Review
Approval as to Form

Department Name: Tehama County Sheriff's Office

Vendor Name: Bennet Omalu Pathology.

Document Description: Amendment #1 to Agreement for Forensic Pathology Services

APPROVED AS TO FORM:

Date: 4/2/25

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

Tehama County

Minutes Certification

File Number: 25-0574 **Enactment Number: MISC. AGR 2025-089**

18. SHERIFF'S OFFICE - Sheriff Dave Kain **25-0574**

a) AGREEMENT - Approval and authorization for the Sheriff and the Chairman to sign Amendment No. 1 to the Agreement with Bennet Omalu Pathology (Misc. Agree. #2025-49) increasing the "not-to-exceed" amount to $100,000 per year, effective 3/1/25 through 2/29/28.

RESULT: APPROVE
MOVER: Tom Walker
SECONDER: Pati Nolen
AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen
Enactment No: MISC. AGR 2025-089

I, SEAN HOUGHTBY, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on 4/15/2025.

Attest: _____ **April 21, 2025**
Deputy **Date Certified**

This agreement is entered into between the County of Tehama, through its Sheriff's Office (County) and Bennet Omalu Pathology (Contractor) for the provision of providing forensic pathology services.

1. RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall, upon request by the Tehama County Sheriff/Coroner or his/her authorized deputies, perform a review of the medical or dental records of decedents, perform external examinations of decedents, and/or perform external and internal investigations of decedents.

2. RESPONSIBILITIES OF THE COUNTY

County shall compensate Contractor for its services pursuant to Sections 3 and 4 of this agreement.

3. COMPENSATION

Contractor shall be paid in accordance with the rates set forth in the Fee Schedule, attached hereto as Exhibit "B", after satisfactorily completing the duties described in this Agreement. The Maximum Compensation payable under this Agreement shall not exceed $100,000.00 per year. 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 and 30th of each month, Contractor shall submit to County an itemized invoice for all services rendered during the preceding calendar month. County shall make

payment of all undisputed amounts within 30 days of receipt of Contractor's invoice. County shall be obligated to pay only for services properly invoiced in accordance with this section.

5. TERM OF AGREEMENT

This agreement shall commence on March 1, 2025, and shall terminate February 29, 2028, unless terminated due to the conditions set forth herein.

6. TERMINATION OF AGREEMENT

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

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

7. ENTIRE AGREEMENT: MODIFICATION

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

8. **NONASSIGNMENT OF AGREEMENT**

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

9. **EMPLOYMENT STATUS**

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

10. **INDEMNIFICATION**

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

"independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

11. **INSURANCE**

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

12. **PREVAILING WAGE**

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq., 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 SB1382 when product fitness and quality are equal and they are available at the same or lesser cost of non-recycled products. Contractor shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

15. **COMPLIANCE WITH LAWS AND REGULATIONS**

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

16. **LAW AND VENUE**

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

17. **AUTHORITY**

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

18. **NOTICES**

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

NOTICES TO COUNTY:
Tehama County Sheriff's Office
Attn: Dave Kain, Sheriff-Coroner
P.O. BOX 729
Red Bluff, CA 96080
(530) 527-7900
dkain@tehamaso.org

NOTICES TO CONTRACTOR:
Bennet Omalu Pathology
1621 Executive Court
Sacramento, CA 95864
(279) 345-1300 Ext 103
wendy@bennetomalu.com

INVOICES SUBMITTED TO COUNTY:
Tehama County Sheriff's Office
Attn: Accounting Division
P.O. BOX 729
Red Bluff, CA 96080
(530) 528-8979 option 1
nbrummond@tehamaso.org

GRANTS/CONTRACTS TO COUNTY:
Tehama County Sheriff's Office
Attn: Grants/Contracts
P.O. BOX 729
Red Bluff, CA 96080
(530) 528-8979 option 2
jcrane@tehamaso.org

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

19. **NON-EXCLUSIVE AGREEMENT**

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

20. **STANDARDS OF THE PROFESSION**

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

21. **LICENSING OR ACCREDITATION**

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

22. **RESOLUTION OF AMBIGUITIES**

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

23. **NO THIRD PARTY BENEFICIARIES**

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

24. **HAZARDOUS MATERIALS**

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

25. **HARASSMENT**

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

26. **COUNTERPARTS, ELECTRONIC SIGNATURES - BINDING**

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

27. **EXHIBITS**

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

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

COUNTY OF TEHAMA

Date: MAR 4 2025

VICE

Chairman, Board of Supervisors

Date: 02/10/25

Dave (Feb 10, 2025 18:31 PST)

Sheriff-Coroner, Dave Kain

Date: 02/10/2025

Dr. Bennet Omalu, MD, Contractor

Agreement #: 2025-049

127749
Vendor Number

2072-53230
Budget Account Number

wendy@bennetomalu.com
Vendor/Contractor email address

(279) 345-1300 Ext 103
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.

Bennet Omalu
PATHOLOGY

THREE-YEAR COST PLAN AND FEE SCHEDULE

2025 - 2028

COUNTY OF TEHAMA, CALIFORNIA

bennetomalu@bennetomalu.com

1621 Executive Court
Sacramento, CA 95864

Office Phone Number: 279-345-1300
Cell Phone Number: 209-712-9092

COST PLAN AND FEE SCHEDULE NARRATIVE

The last time our service costs were increased was in 2019. Since then, the cost of doing business, including inflation, labor, materials, and utilities costs, have increased by about 20 – 25%. Unfortunately, at this time, in order to remain in business, we have to increase our service costs, however we are increasing them by a reasonable rate of about 0 - 20% only. The expected start date for this fee schedule is March 1, 2025.

A. Free Services and Waived Fees:

Bennet Omalu Pathology will not charge for the following services as a good will offer and gesture by Bennet Omalu Pathology to reaffirm that we are partners in service. We shall charge for only direct autopsy related services with no billing for administrative services.

1.	Transportation to and from County of Tehama:	No Charges
2.	Training and continuing medical education:	No Charges [Maximum of 2 sessions per year][1]
3.	County administrative and committee meetings	No Charges [Maximum of 2 meetings per year][2]
4.	Transcription services:	No Charges
5.	Doctor trip fee:	No Charges

B. Direct Autopsy Services:

Bennet Omalu Pathology will charge the same autopsy fees for all categories and types of full autopsies. However, there shall be a "Complex Case Fee" surcharge for homicides, infant and pediatric autopsies, motor vehicle, train and aircraft crashes and suspicious cases that are treated like homicides. While we do not differentiate types of autopsies based on the type of case or age of the deceased, certain autopsies require complex handling, processing, documenting and analyses and can take 5 – 10 times longer to perform and complete. This will still save the county significant amounts of money if these bodies were to be shipped to other agencies, counties and facilities for autopsies.

1.	Full Autopsy	$2,000.00 per case
2.	Partial or Targeted Autopsy	$1,700.00 per case
3.	External Autopsy	$1,200.00 per case
4.	Medical Records Review	$ 650.00 per case
5.	Tissue Grossing and Processing	$ 165.00 per case
6.	Microscopic Examination and Analysis	$ 350.00 per case
7.	Autopsy Technician Fee	$ 390.00 per case
8.	Specimen handling, processing, storage and transportation	$ 65.00 per case
9.	Complex Case Fee	$ 497.00 per case
10.	Autopsy Tissue Immunohistochemistry [All Types]	$ 149.00 per slide
11.	Specialized Autopsy Tissue Histochemistry [All Types]	$ 149.00 per slide
12.	Review of prior or archival cases and autopsies	$ 600.00 per hour
13.	Scene visits and scene investigations	$ 600.00 per hour

[1] If greater than 2 sessions in one year, Bennet Omalu Pathology shall bill $600.00 per hour
[2] If greater than 2 meetings in one year, Bennet Omalu Pathology shall bill $600.00 per hour

C. Forensic Neuropathology Services

The College of American Pathologists, National Association of Medical Examiners and American Association of Neuropathologists currently require the whole brain to be fixed in formalin for at least two weeks and comprehensively examined with specified protocols. Brain tissue is processed differently from other tissues in the human body, and only specialized tissue laboratories perform such analysis. In addition to specialized histochemical stains, we also perform specialized immunohistochemical stains that will provide answers to medico-legal questions in homicide cases, child abuse cases and elder abuse cases. The standards of practice as set by these governing agencies and associations state that the brain shall be examined in cases involving Seizure Disorder, Sudden Death in Epilepsy, Excited Delirium, Child Abuse, Elder Abuse, Physical Homicidal Assaults, Sudden Death in an Infant or Child, Intra-Operative Deaths etc. This rate is a highly discounted rate. Bennet Omalu Pathology charges a fee of $7,500 to $15,000 for forensic neuropathology examination of cases sent to us from universities, coroners and medical examiners from across the United States. We are reducing this rate by 60-80% for Tehama County because of the contractual relationship we share.

1.	Whole brain examination with or without spinal cord, pituitary gland and dura mater	$2,550.00 per case
2.	Brain tissue histology	$ 410.00 per case
3.	Brain immunohistochemistry [All types]	$ 149.00 per slide
4.	Specialized brain histochemistry [All types]	$ 149.00 per slide

D. Specialized Tissue and Body Fluid Testing and Laboratory Analysis

Each test including tissue histological and immunohistochemical analyses, mutational analysis, biochemical analysis, microbiological analysis and toxicologic analysis shall be billed directly for only the laboratory fee charged by the laboratories without any additional fee or cost from Bennet Omalu Pathology

1. The County shall be billed only the total laboratory fee with attached invoice from the laboratory or receipt of payment to the laboratory, without any additional fee from Bennet Omalu Pathology.
2. The per unit cost of these tests are not available and cannot be determined. There are many laboratories across the United States that we use for our services, and there are tens of thousands of unique tests and algorithms than can be performed. It is not reasonably feasible to list all these possible tests performed by different laboratories across the United States. Most of the tests cost from several tens of dollars to several hundreds of dollars. Most laboratory tests cost less than $3,600.

E. Specialized Tissue Reagents and Chemicals

These are all types of specialized tissue reagents and chemicals that are not used routinely for example Osmium Tetroxide and Potassium Dichromate. These types of chemicals are rarely used and may never be used or used once or twice in 5-10 years.

1. The County shall be billed the total purchase price with attached invoice or receipt of purchase.

F. Autopsy Supplies

These are all types of supplies for performing autopsies, handling and processing tissue and body fluid samples for example specimen tubes and DNA cards.

1. Bennet Omalu Pathology will bill the county the total purchase price with attached invoice or receipt of purchase whenever the county instructs us to purchase autopsy supplies.

G. Expert Witness, Consultations and Testimonies

1.	Testimony [preliminary hearing, grand jury and trial]	$600.00 per hour
2.	Pre-trial office or telephone conferences and consultations	$600.00 per hour
3.	Trial preparation and research	$600.00 per hour
4.	Composition of all types of reports	$600.00 per hour
5.	Waiting time in court	$280.00 per hour

H. SUBMISSION OF INVOICES

Invoices will be submitted by Bennet Omalu Pathology to the designated personnel at the Sheriff-Coroner's Office or District Attorney's Office, by e-mail, on bi-weekly basis, by the 15th of every month, and by the 30th of every month [by the 28th for the month of February] for autopsies that have been performed and other services that have been provided. Payments are expected within 30 days of receipt of all invoices.

Agreement - Dr. Omalu REV1, Signed

Final Audit Report 2025-02-11

Created:	2025-02-10
By:	Tehama County Sheriff-Coroner (accounting@tehamaso.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjut0IUEBGJmNNkT4xVgPu_kTy7FzKJJq

"Agreement - Dr. Omalu REV1, Signed" History

Document created by Tehama County Sheriff-Coroner (accounting@tehamaso.org)
2025-02-10 - 8:51:56 PM GMT

Document emailed to dkain@tehamaso.org for signature
2025-02-10 - 8:52:03 PM GMT

Email viewed by dkain@tehamaso.org
2025-02-11 - 2:31:11 AM GMT

Signer dkain@tehamaso.org entered name at signing as Dave
2025-02-11 - 2:31:54 AM GMT

Document e-signed by Dave (dkain@tehamaso.org)
Signature Date: 2025-02-11 - 2:31:56 AM GMT - Time Source: server

Agreement completed.
2025-02-11 - 2:31:56 AM GMT

Powered by Adobe Acrobat Sign

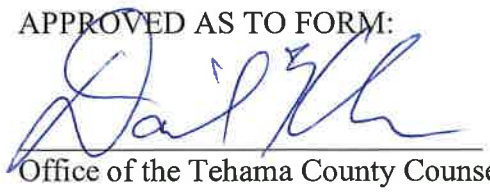
E-Contract Review
Approval as to Form

Department Name: Tehama County Sheriff's Office

Vendor Name: Bennet Omalu Pathology.

Document Description: Agreement for Forensic Pathology Services

APPROVED AS TO FORM:



Date: 2/28/25

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

Tehama County

Minutes Certification

File Number: 25-0264 **Enactment Number: MISC. AGR 2025-049**

10. SHERIFF'S OFFICE - Sheriff Dave Kain **25-0264**

a) AGREEMENT - Approval and authorization for the Chairman to sign the Agreement with Bennet Omalu Pathology for the provision of providing forensic pathology services for the rates set forth in Exhibit "B" with a not to exceed amount of $100,000 per year, effective 3/1/25 through 2/29/28.

RESULT: APPROVE
MOVER: Greg Jones
SECONDER: Tom Walker
AYES: Supervisor Jones, Supervisor Walker, and Vice Chair Nolen
ABSENT: Supervisor Burroughs, and Chairperson Hansen
Enactment No: MISC. AGR 2025-049

I, SEAN HOUGHTBY, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on 3/4/2025.

Attest: Deputy

March 06, 2025
Date Certified

AGREEMENT FOR FORENSIC PATHOLOGY SERVICES

THIS FORENSIC PATHOLOGY SERVICES AGREEMENT is made and entered into this March 1, 2018 ("Effective Date") by and between the County of Tehama, a political subdivision of the State of California (hereinafter "COUNTY"), and Bennet Omalu Pathology , a California professional organization (hereinafter "CONTRACTOR") COUNTY and CONTRACTOR are at times each referred to herein as a "Party" or, collectively, as the "Parties".

RECITALS

WHEREAS, COUNTY is in need of forensic pathology services; and

WHEREAS, CONTRACTOR provides experts in forensic pathology whom are licensed to practice medicine in the State of California and, therefore, are duly qualified to provide the services needed by the COUNTY; and

WHEREAS, in the judgment of the Tehama County Board of Supervisors, it is necessary and desirable to employ the services of CONTRACTOR for the above purposes; and

WHEREAS, such contracts are authorized by California Government Code Sections 27499 and 31000.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

ARTICLE 1
CONTRACTOR'S RESPONSIBILITIES

1.1 CONTRACTOR shall perform autopsies when determined necessary by an authorized representative of the COUNTY in accord with governing laws. The extent of such examination shall be determined by CONTRACTOR and may include microscopic slide preparation and examination, weighing of organs and other examination/documentation techniques, as appropriate.

a. In the event individuals participating in the investigation or prosecution of a case are authorized by the COUNTY to view an autopsy, CONTRACTOR will observe the standards of the profession to explain the procedures and respond to questions during the autopsy.

1.2 Order toxicological, bacteriological, serological, or other laboratory studies deemed necessary for appropriate conclusion of cases by laboratory(ies), authorized for such services by the COUNTY.

1.3 Provide a complete type written report within thirty (30) working days after each autopsy examination, or as soon as therefore possible, in so long as requested ancillary testing and additional specialty consultation has been completed. Ninety (90%) of reports shall be finalized within 90 (ninety) calendar days in keeping with industry standards and guidelines. These reports are to contain the following information, at a minimum:

LAC

ARTICLE 2
COUNTY'S RESPONSIBILITIES

2.1 Fees. COUNTY shall pay CONTRACTOR the fees set forth in Article 3 below.

2.2 Transportation of Bodies/Remains. COUNTY shall arrange and pay for the transportation of bodies to the location in which the procedure is to be performed. COUNTY assumes responsibility for all associated charges.

2.3 Space, Equipment and Storage. COUNTY shall provide equipment, supplies and facility in which autopsies or any other postmortem examinations are to be performed and provide for the storage of specimens and tissue samples that CONTRACTOR considers necessary to retain as evidence for further testing, as set forth in Exhibit C attached hereto. As stated above, such location will be the Yolo County Sheriff/Coroner facility, located at 140 Tony Diaz Drive, Woodland, CA 95776.

2.4 Third Party Testing. COUNTY shall provide direct payment to authorized laboratory contractor(s) for services ordered pursuant to 1.2 above.

a) COUNTY shall provide direct payment to authorized third party laboratory(ies), including but not limited to toxicology, microbiology and serological tests, or other ancillary tests ordered by CONTRACTOR, considered necessary for adequate conclusion of the case.

b) COUNTY shall obtain and pay for consultants in forensic neuropathology, forensic anthropology, forensic odontology, and any other specialty as may be necessary and mutually agreed upon by CONTRACTOR and COUNTY for a small number of unusual/extraordinary cases that cannot otherwise be adequately concluded, recognizing that CONTRACTOR is a generalist in the discipline of forensic pathology.

ARTICLE 3
COMPENSATION

3.1 Compensation. COUNTY shall pay CONTRACTOR for services performed in accordance with Exhibit B, attached hereto and incorporated herein by this reference. Maximum compensation payable under this agreement shall not exceed $60,000.00 per year. Inasmuch as CONTRACTOR is providing services as an independent contractor, there shall be no deductions by COUNTY from the payment for taxes, benefits or other types of withholdings. Fees specified herein shall not be subject to change during the term of this Agreement, unless mutually agreed, in writing, by both Parties.

3.2 Other Services. On occasion, COUNTY may require testimony, consultation or other services by CONTRACTOR, in which case such services are rendered at CONTRACTOR'S fee schedule at the time such services are requested and will be billed separately.

MC 3

ARTICLE 7
INSURANCE

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

ARTICLE 8
INDEMNIFICATION-HOLD HARMLESS

8.1 CONTRACTOR shall indemnify and defend COUNTY and its officers, employees, and agents against and hold them harmless from any and all claims, losses, damages, and liability for damages, including attorney's fees and other costs of defense incurred by COUNTY, whether for damage to or loss of property, or injury to or death of person, including properties of COUNTY and injury to or death of COUNTY officials, employees or agents, arising out of, or connected with CONTRACTOR's operations hereunder or the performance of the work described herein, unless such damages, loss, injury or death is caused solely by the negligence or willful misconduct of COUNTY.

ARTICLE 9
INDEPENDENT CONTRACTOR

9.1 It is specifically understood that in the making and performance of this Agreement, CONTRACTOR is an independent contractor and is not an employee, agent, or servant of COUNTY.

ARTICLE 10
MODIFICATION

10.1 This Agreement may only be modified by a written amendment hereto, executed by both Parties; however, matters concerning Contractor's Responsibilities and fee schedule, which do not materially affect the payment limit for each fiscal year, may be modified by mutual written consent of CONTRACTOR and COUNTY executed by Sheriff/Coroner, or designated representative.

MC 5

ARTICLE 15
NOTICES

15.1 All notices that are required to be given by one Party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with a United States Post Office for delivery by registered or certified mail addressed to the Parties at the following addresses, unless such addresses are changed by notice, in writing, to the other Party.

If directed to County:

Dave Hencratt, Sheriff-Coroner
Tehama County Sheriff's Office
P.O. Box 729
Red Bluff, Ca. 96080

If directed to Contractor:

Bennet Omalu Pathology
3031 West March Lane, #323
Stockton, California 95219

ARTICLE 16
ADDITIONAL PROVISIONS

16.1 This Agreement shall be governed by the laws of the State of California. It constitutes the entire agreement between the parties regarding its subject matter. This Agreement supersedes all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter of this Agreement.

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

County of Tehama

Dave Hencratt, Sheriff-Coroner — Date: 022818

Chairman, Board of Supervisors — Date: MAR 13 2018

Bennet Omalu Pathology

Bennet Omalu, M.D. — Date: 2-2-18.

MC 7

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

PRICING

Our proposed fee schedule and pricing is based on, and adapted from the currently existing fee schedules for Jacqueline Benjamin, M.D. and Forensic Medical Group, Inc, who are both providing pathology services to County of Lake. We combined both fee schedules and adopted the averages where applicable.

Fees Associated with Autopsy and Pathology Services [Sheriff-Coroner's Office]

1. **External Autopsy** — **$ 800.00**
2. **Partial or Targeted Autopsy** — **$1100.00**

   Partial or targeted autopsies are autopsies whereby the cavities of the body are opened to examine specific organs to document a specific autopsy evidence in question. For example, a 75-year-old man with a very well-documented medical history of advanced Coronary Atherosclerotic Disease, but is found dead at home on the floor at the bottom of the stairs, with abrasions and contusions of the forehead. An external examination is performed, but in addition, the scalp and cranial cavity are opened to examine the brain and rule out any subdural hemorrhage or other traumatic brain injury that may have caused or contributed to his sudden death. Histologic sections may or may not be taken depending on the prevailing autopsy scenario.
3. **Full Autopsy** — **$1500.00**

   We are charging a flat fee for all full autopsies regardless of the type of autopsy. We will not distinguish a homicide autopsy or an autopsy on a child or infant from other types of autopsies. This will be a cost saving measure for the county.
4. **Microscopic Examination** — **$ 200.00 plus cost of slide preparation**
5. **Medical Records Review** — **$ 325.00**
6. **Forensic Neuropathology Examination** — **$2000.00 plus cost of slide preparation**

   The College of American Pathologists, National Association of Medical Examiners and American Association of Neuropathologists currently require the whole brain to be fixed in formalin for at least two weeks and comprehensively examined with specified protocols. Brain tissue is processed differently from other tissues in the human body, and only specialized tissue laboratories perform such analysis. In addition to specialized histochemical stains, we also perform specialized immunohistochemical stains that will provide answers to medico-legal questions in homicide cases, child abuse cases and elder abuse cases. The standards of practice as set by these governing agencies and associations state that the brain shall be examined in cases involving Seizure Disorder, Sudden Death in Epilepsy, Excited Delirium, Child Abuse, Elder Abuse, Physical Homicidal Assaults, Sudden Death in an Infant or Child, Intra-Operative Deaths etc. This rate is a highly discounted rate. Bennet Omalu Pathology charges a fee of $5000 to $6000 for forensic neuropathology examination of cases sent to us from coroners and medical examiners from across the United States. We are reducing this rate by about 60% for County of Tehama because of this contractual relationship.
7. **Review of prior or archival cases** — **$250.00 per hour [maximum of $2500.00 per case]**
8. **Attendings at meetings** — **$100.00 per hour [maximum of $500.00 per day]**
9. **Death scene visit and investigation** — **$500.00 per scene visit**
10. **Specimen handling fee** — **$25.00 per case**
11. **Body fluid and tissue analysis [Toxicology, Histology, Microbiology, Biochemical, Mutational]**

    The laboratories performing these body fluid and tissue analyses will bill Bennet Omalu Pathology; Bennet Omalu Pathology will pay these bills and in turn bill Tehama County exactly the same amounts billed for these analyses without any other added cost. Bennet Omalu Pathology serves several counties and has a sufficient volume of cases across these counties to negotiate lower rates with these laboratories than one county would.

E-Contract Review
Approval as to Form

Department Name: Sheriff

Vendor Name: Bennet Omalu Pathology

Contract Description: Agreement for pathology services.

APPROVED AS TO FORM:



Date: 02/21/2018

Office of the Tehama County Counsel
Richard Stout, County Counsel

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

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

23. SHERIFF'S DEPARTMENT

a) AGREEMENT – Authorization for the Chairman to sign the Agreement for Forensic Pathology Services with Bennet Omalu Pathology for the purpose of providing Autopsy Services requested by the Tehama County Sheriff's/Coroner Office for the rates as set forth in Exhibit "B" with maximum compensation amount not exceed $60,000, effective 3/1/18 and shall remain in effective for three years.
(Miscellaneous Agreement #2018-65).

Following comments;

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dennis Garton, Supervisor - District 3
SECONDER:	Steve Chamblin, Supervisor - District 1
AYES:	Carlson, Garton, Chamblin, Williams, Bundy

STATE OF CALIFORNIA)
) ss
COUNTY OF TEHAMA)

I, JENNIFER VISE, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisor on the 13th day of March, 2018.

DATED: March 15, 2018

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

Deputy: _____

AMENDMENT

TO THE AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND BENNET OMALU PATHOLOGY

This Amendment to Agreement Number 2018-65, dated March 1, 2018, by and between the County of Tehama, through its Sheriff's Office (County) and Bennet Omalu Pathology (Contractor) for the purpose of providing forensic pathology services.

Page 3, Article 3 shall be amended as follows:

Section 3 COMPENSATION OF THE Original Agreement is hereby amended to read as follows:

The Maximum Compensation payable under this Agreement shall not exceed $80,000.00 per year, in accordance to the new fee schedule starting March 2, 2020

Page 4, Article 4 shall be amended as follows:

The Term date shall be extended to February 28, 2025.

It is mutually agreed that all other terms and conditions of Agreement Number 2018-65 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: 01/27/20

Dave Hencratt, Sheriff-Coroner

COUNTY OF TEHAMA

Date: _____

VICE Chairman, Board of Supervisors

Date: 01/27/20

Bennet Omalu, M.D.

Bennet Omalu
PATHOLOGY

Phone: 916-513-5253
Fax: 866-402-6875
bennetomalu@bennetomalu.com

Autopsy and Anatomic Pathology
Clinical Pathology and Toxicology
Forensic Pathology

Neuropathology
Epidemiology
Medico-Legal Consultations

Dear Omar and Amanda,

December 27, 2019

Good morning and, how are you? I must thank you and Sheriff Hencratt for all your support and faith in me since Bennet Omalu Pathology began providing pathology services to Tehama County. We are expanding our services to more counties in the region, in part due to your support.

It would be two years since Bennet Omalu Pathology began providing pathology services to your county. These two years provided a valuable learning opportunity for Bennet Omalu Pathology and enabled our continued improvement on the quality of services that we provide. We are very happy with, and proud of where we are today and how far we have come. The quality of our work product speaks for itself and the feedback that we receive from the hospitals and counties we serve are extremely encouraging and heart-warming.

Unfortunately, however, in the past two years, two major pathology corporations in the region went bankrupt and closed. It was clearly advisable at this point to investigate the reasons that led to and the circumstances that surrounded the bankruptcy and closure of the two corporations. I confirmed that these closures were primarily due to poor financial management and poor competitive pricing. When I benchmarked my prices, we were shocked to find that Regional Pathology's 2017 fees were higher than Bennet Omalu Pathology's current 2019 fees. Set against the background of our expertise in this field and the quality of the services that we provide, it became quite evident that our fee pricing was not competitive and is clearly unsustainable. It has thus become imperative to upwardly review our pathology service fees. The increased pricing would better reflect the expertise and quality of the service that we provide and ensure that, we not only sustain but continuously improve on the quality and range of services that we provide. Further it would enable Bennet Omalu Pathology to retain new forensic pathologists and support our continued provision of best in class services, products and standards of practice.

Please find attached to this letter, a new service fee schedule. The new service fee schedule will come into effect on March 1, 2020. These new service fees would be locked at these new rates for 5 [five years] until 2025. This is designed to bring you a reassurance of certainty. Cognizant of the market trends, the unique topographic and geographic character of our beloved central and northern California, this new fee schedule is a very considerate and reasonable proposal for the counties we serve.

We remain very thankful and deeply grateful for all your support. May God continue to bless you both most abundantly in the new year. We wish you every happiness in the new year. Please let me know if you would like to discuss the new fee pricing further. In the meantime, please rest assured of our highest regards.

Very truly yours,

Bennet

The Fountains
3031 West March Lane, Suite 323, Stockton, CA 95219

Bennet Omalu
PATHOLOGY

FIVE-YEAR COST PLAN AND FEE SCHEDULE

2020 - 2025

COUNTY OF TEHAMA, CALIFORNIA

bennetomalu@bennetomalu.com

3031 West March Lane
Suite 323
Stockton, CA 95219

Office Phone Number: 209-636-2822
Cell Phone Number: 916-513-5253

COST PLAN AND FEE SCHEDULE NARRATIVE[1]

This fee schedule is in part based upon and derived from the 2017 fee schedule between the County of Mendocino and Regional Pathology and Autopsy Services, Inc for the provision of pathology services. It is the fee schedule between Bennet Omalu Pathology and the County of Mendocino, and the County of Lake. The expected start date for this fee schedule is March 1, 2020.

A. Free Services and Waived Fees:

Bennet Omalu Pathology will not charge for the following services as a good will offer and gesture by Bennet Omalu Pathology to reaffirm that we are partners in service. We shall charge for only direct autopsy related services with no billing for administrative services.

1.	Transportation to and from County of Tehama:	No Charges
2.	Training and continuing medical education:	No Charges [Maximum of 4 sessions per year][2]
3.	County administrative and committee meetings	No Charges [Maximum of 6 meetings per year][3]
4.	Transcription services:	No Charges
5.	Doctor trip fee:	No Charges
6.	Weekly operational supplies:	No Charges
7.	Autopsy technician service for tissue grossing	No Charges

B. Direct Autopsy Services:

Bennet Omalu Pathology will not charge the County of Tehama different and higher autopsy fees for different types of full autopsies including homicide and infant autopsies. Bennet Omalu Pathology believes that all autopsies are autopsies and we do not differentiate types of autopsies based on the type of case or age of the deceased. All full autopsies shall be billed at the same cost. This will save the county over $500.00 per homicide and infant autopsies.

1.	Full Autopsy	$1,800.00 per case
2.	Partial or Targeted Autopsy	$1,500.00 per case
3.	External Autopsy	$1,000.00 per case
4.	Medical Records Review	$ 500.00 per case
5.	Microscopic Examination	$ 300.00 per case
6.	Autopsy Tissue Histology [Hematoxylin and Eosin]	$ 150.00 per case
7.	Autopsy Technician Fee	$ 350.00 per case
8.	Specimen handling, processing, storage and transportation	$ 50.00 per case
9.	Autopsy Tissue Immunohistochemistry [All Types]	$ 109.00 per slide
10.	Specialized Autopsy Tissue Histochemistry [All Types]	$ 109.00 per slide
11.	Review of prior or archival cases and autopsies	$ 500.00 per hour [maximum of $3,000.00 per case]
12.	Scene visits and scene investigations	$ 500.00 per hour

---

[1] This fee schedule is in part based upon and derived from the 2017 fee schedule between the County of Mendocino and Regional Pathology and Autopsy Services, Inc for the provision of pathology services. It is the fee schedule between Bennet Omalu Pathology and the County of Mendocino, and the County of Lake.

[2] If greater than 4 sessions in one year, Bennet Omalu Pathology shall bill $500.00 per hour

[3] If greater than 6 meetings in one year, Bennet Omalu Pathology shall bill $500.00 per hour

C. Forensic Neuropathology Services

The College of American Pathologists, National Association of Medical Examiners and American Association of Neuropathologists currently require the whole brain to be fixed in formalin for at least two weeks and comprehensively examined with specified protocols. Brain tissue is processed differently from other tissues in the human body, and only specialized tissue laboratories perform such analysis. In addition to specialized histochemical stains, we also perform specialized immunohistochemical stains that will provide answers to medico-legal questions in homicide cases, child abuse cases and elder abuse cases. The standards of practice as set by these governing agencies and associations state that the brain shall be examined in cases involving Seizure Disorder, Sudden Death in Epilepsy, Excited Delirium, Child Abuse, Elder Abuse, Physical Homicidal Assaults, Sudden Death in an Infant or Child, Intra-Operative Deaths etc. This rate is a highly discounted rate. Bennet Omalu Pathology charges a fee of $7,500 to $15,000 for forensic neuropathology examination of cases sent to us from universities, coroners and medical examiners from across the United States. We are reducing this rate by 60-80% for Tehama ICounty because of the contractual relationship we share.

1.	Whole brain examination with or without spinal cord, pituitary gland and dura mater	$2300.00 per case
2.	Brain tissue histology	$ 350.00 per case
3.	Brain immunohistochemistry [All types]	$ 109.00 per slide
4.	Specialized brain histochemistry [All types]	$ 109.00 per slide

D. Specialized Tissue and Body Fluid Testing and Laboratory Analysis

Each test including mutational analysis, biochemical analysis, microbiological analysis and toxicologic analysis shall be billed directly for only the laboratory fee charged by the laboratories without any additional fee or cost from Bennet Omalu Pathology

1. The County shall be billed only the total laboratory fee with attached invoice from the laboratory or receipt of payment to the laboratory, without any additional fee from Bennet Omalu Pathology.
2. The per unit cost of these tests are not available and cannot be determined. There are many laboratories across the United States that we use for our services, and there are tens of thousands of unique tests and algorithms than can be performed. It is not reasonably feasible to list all these possible tests performed by different laboratories across the United States. Most of the tests cost from several tens of dollars to several hundreds of dollars. Very fee tests may cost one thousand or more, but no test has ever cost more than $2500. The most expensive types of tests are rarely, if ever performed, may be once in five to ten years. For example, a comprehensive test panel for elements and metals and a full genome analysis will each cost about $2000 to $2500.

E. Specialized Tissue Reagents and Chemicals

These are all types of specialized tissue reagents and chemicals that are not used routinely for example Osmium Tetroxide and Potassium Dichromate. These types of chemicals are rarely used and may never be used or used once or twice in 5-10 years.

1. The County shall be billed the total purchase price with attached invoice or receipt of purchase.

F. Autopsy Supplies

These are all types of supplies for performing autopsies, handling and processing tissue and body fluid samples for example specimen tubes and DNA cards.

1. Bennet Omalu Pathology will bill the county the total purchase price with attached invoice or receipt of purchase.

G. Expert Witness, Consultations and Testimonies

1.	Testimony [preliminary hearing, grand jury and trial]	$500.00 per hour
2.	Pre-trial office or telephone conferences and consultations	$500.00 per hour
3.	Trial preparation and research	$500.00 per hour
4.	Composition of all types of reports	$500.00 per hour
5.	Waiting time in court	$250.00 per hour

H. SUBMISSION OF INVOICES

Invoices will be submitted by Bennet Omalu Pathology to the designated personnel at the Sheriff-Coroner's Office or District Attorney's Office, by e-mail, on bi-weekly basis, by the 15th of every month, and by the 30th of every month [by the 28th for the month of February] for autopsies that have been performed and other services that have been provided. Payments are expected within 30 days of receipt of all invoices.

E-Contract Review
Approval as to Form

Department Name: Sheriff

Vendor Name: Bennet Omalu Pathology.

Contract Description: Amendment to agreement for forensic pathology services increasing compensation and extending termination date.

APPROVED AS TO FORM:



Date: 01/16/2020

Office of the Tehama County Counsel
Richard Stout, County Counsel

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

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

22. SHERIFF'S DEPARTMENT

a) AGREEMENT - Approval and authorization for the Chairman to sign the Amendment to the Agreement with Bennet Omalu Pathology (Misc. Agree. #2018-65) for the provision of providing forensic pathology services for the rate changes as listed thereby increasing the amount not to exceed from $60,000 to $80,000, and extending the term date to February 28, 2025.

(Miscellaneous Agreement #2020-45)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dennis Garton, Supervisor - District 3
SECONDER:	Candy Carlson, Supervisor - District 2
AYES:	Chamblin, Garton, Bundy, Carlson
ABSENT:	Williams

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 11th day of February, 2020.

DATED: February 21, 2020

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

Deputy: Melinda Sawyer

AMENDMENT

TO THE AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND BENNET OMALU PATHOLOGY

This Amendment to Agreement Number 2018-65, dated March 1, 2018, as amended by Amendment 2020-45 dated February 11, 2020, by and between the County of Tehama, through its Sheriff's Office (County) and Bennet Omalu Pathology (Contractor) for the purpose of providing forensic pathology services.

Page 3, Article 3 shall be amended as follows:

Section 3.1 of the Original Agreement is hereby amended to read as follows:

3.1 Compensation. COUNTY shall pay CONTRACTOR for services performed in accordance with Exhibit B, attached hereto and incorporated herein by this reference. Maximum compensation payable under this agreement shall not exceed $80,000.00 per year except that the maximum compensation payable for the contract year ending in March 1, 2024 shall not exceed $210,000.00. Inasmuch as CONTRACTOR is provided services as an independent contractor, there shall be no deductions by COUNTY from the payment for taxes, benefits, or other types of withholdings. Fees specified herein shall not be subject to change during the term of this Agreement, unless mutually agreed, in writing, by both Parties.

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

COUNTY OF TEHAMA

Date: 01/17/2024

Dave Kain, Sheriff-Coroner

COUNTY OF TEHAMA

Date: 01/30/2024

Chairman, Board of Supervisors

Date: 01/17/2023

Bennet Omalu, M.D.

Updated Verbiage with AMENDMENT TO BENNET OMALU

Final Audit Report 2024-01-17

Created:	2024-01-17
By:	Nickoli Brummond (nbrummond@tehamaso.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4dKDyy-cuMCtuMWitJ50KlDezdYqaH66

"Updated Verbiage with AMENDMENT TO BENNET OMALU" History

Document created by Nickoli Brummond (nbrummond@tehamaso.org)
2024-01-17 - 6:01:05 PM GMT

Document emailed to bennetomalu@bennetomalu.com for signature
2024-01-17 - 6:01:09 PM GMT

Email viewed by bennetomalu@bennetomalu.com
2024-01-17 - 6:54:49 PM GMT

Signer bennetomalu@bennetomalu.com entered name at signing as Bennet Omalu
2024-01-17 - 6:57:25 PM GMT

Document e-signed by Bennet Omalu (bennetomalu@bennetomalu.com)
Signature Date: 2024-01-17 - 6:57:27 PM GMT - Time Source: server

Document emailed to dkain@tehamaso.org for signature
2024-01-17 - 6:57:29 PM GMT

Email viewed by dkain@tehamaso.org
2024-01-17 - 6:57:49 PM GMT

Signer dkain@tehamaso.org entered name at signing as Dave Kain
2024-01-17 - 6:58:19 PM GMT

Document e-signed by Dave Kain (dkain@tehamaso.org)
Signature Date: 2024-01-17 - 6:58:21 PM GMT - Time Source: server

Agreement completed.
2024-01-17 - 6:58:21 PM GMT

E-Contract Review
Approval as to Form

Department Name: TCSO

Vendor Name: Bennet Omalu Pathology

Resolution Description: 2nd Amendment to agreement for forensic pathology services increasing compensation and extending termination date

APPROVED AS TO FORM:

Date: 1/17/24

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

727 Oak Street, Red
Bluff, CA 96080
(530) 527-4655
http://www.co.tehama.ca.us

Tehama County

Minutes Certification

File Number: 24-047 **Enactment Number: MISC. AGR 2024-034**

SHERIFF'S OFFICE - Sheriff Dave Kain

a) AGREEMENT - Approval and authorization for the Chairman to sign the Amendment #2 to the Agreement with Bennet Omalu Pathology (Misc. Agree. #2018-65 as amended by Misc. Agree. #2020-45) for the provision of providing forensic pathology services not to exceed $80,000 per year except that the maximum compensation payable for the contract year ending 3/1/24 shall not exceed $210,000, effective thru 2/28/25 *(subject to receipt of required insurance documentation)*
Sheriff Dave Kain said fentanyl deaths have increased the department costs.

Supervisor Hansen discussed where the grant funds were going and questioned if the money had already been spent.

Mr. Kain stated this shortfall was due to budget cuts and added he was thankful for the grant funds or the department would be on the hook for this increased cost. this. Mr. Kain added the autopsies run between $3,000 and $5,000 each.

Supervisor Hansen said this did not go through the RFP process and we are now giving him an additional $130,000.

Mr. Kain clarified that all fentanyl deaths were autopsied last year because the doctor would not sign off on the death certificate without the autopsy.

Supervisor Hansen asked how much the Sheriff paid for the contract last year and added proper procurement process should be followed.

John Prinz said he supports the Sheriff and added the deaths will quadruple next year and the Board needs to find the Sheriff money.

Michael Kain said Supervisor Hansen fights with the Sheriff and District attorney.

Supervisor Hansen stated the Sheriff needs to follow the same rules as everyone else.

Mr. Kain stated the Board knew in October 2023, the department was going to have a budget shortfall in services.

Martha Kleykamp asked what the Sheriff is supposed to do if there is a requirement to do an autopsy.

Kathy Nelson asked the Board why they favor certain departments and take it out on others.

Liz Merry said she doesn't think the Board has a choice if the department has to have an autopsy.

Supervisor Carlson said she wants to see a policy that requires an RFP.

Supervisor Moule stated it was hard to follow the as there was no way to track where the money was coming from.

Mr. Kain said the department has a lot of new people in positions that are not doing their regular job and they are trying to move these contracts forward. Mr. Kain added he has due diligence to safeguard public trust and public finance and has done so.

Discussion took place regarding the signature dates on the agreements.

RESULT:	APPROVE
MOVER:	William Moule
SECONDER:	Pati Nolen
AYES:	Supervisor Carlson, Chairperson Leach, Vice Chair Hansen, Supervisor Nolen, and Supervisor Moule

I, JENNIFER VISE, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on 1/30/2024.

Attest: 

February 7, 2024
Date Certified

E-Contract Review
Approval as to Form

Department Name: Tehama County Sheriff's Office

Vendor Name: Bennet Omalu Pathology

Document Description: Amendment No. 2 for Forensic Pathology Services

APPROVED AS TO FORM:

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

Date: 7/2/25

Tehama County

Agenda Request Form

File #: 25-1230 **Agenda Date:** 7/22/2025 **Agenda #:** 6.

SHERIFF'S OFFICE

Requested Action(s)
a) AGREEMENT- Request approval and authorization for the Chairman and Sheriff to sign the Agreement with Obsidian IT for the provision of technology support services for a monthly flat fee of $15,155.81, with maximum compensation not to exceed $181,869.72 additionally the County shall pay a maximum of $10,000 for computer services specifically requested that are not covered under Exhibit "B" at the hourly rate of $142.25 per hr., the maximum annual compensation payable under this agreement is $191,869.72, effective 7/1/25 and shall terminate 6/30/26

Financial Impact:
The budget appropriation will be included in the Requested Recommended Budget for FY 25-26 in the Sheriff's Maintenance of Equipment Budget 2027-53170.

Background Information:
The Sheriff's Office requires technological support to maintain its information technology infrastructure. Obsidian IT (formerly West Coast Technologies) has been supporting the Sheriff's Office since April 2014. Obsidian IT provides technological support services for all workstations, servers, and networking devices under the responsibility of the Sheriff's Office. The monthly flat fee includes essential security tools, flexITplan, Microsoft M365 and Obsidian Offsite Backup.

The flexITplan is the tailer managed service plan Obsidian created to meet the technological needs of the Sheriff's Office. The flexIT service plan includes a fixed onsite and remote 80 hours per month for management and support of IT network-based services, applications, and equipment under the responsibility of the Sheriff's Office. Obsidian also provides ongoing monitoring and security services of all critical devices with monthly reports as part of the flexITplan.

AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND OBSIDIAN IT

This agreement is entered into between the County of Tehama, through its Sheriff's Office, ("County") and OBSIDIAN IT ("Contractor") for the purpose of technology support services.

1) RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall provide technology support services for all workstations, servers and networking devices under the responsibility of the Sheriff's Office, according to Exhibit "B", including, without limitation the following:

a. Contractor will provide the Tailored Managed Service Plan [flexIT], which includes a fixed onsite and remote 80 hours per month for management and support of IT network-based services, applications, and equipment under the responsibility of the Sheriff's Office.
b. Contractor will provide ongoing monitoring and security services of all critical devices with monthly reports as well as document critical alerts, cans, and event resolution to County by the 5th of every month for the previous month end.

2) RESPONSIBILITIES OF THE COUNTY

County shall compensate Contractor for said services pursuant to Section 3 and 4 of this agreement. County is also responsible for the following:

a. County shall provide Contractor with full access to all areas of the facility necessary to complete the services in a timely manner, including but not limited to physical spaces, passwords, keys and codes.
b. County must be able to provide documentation supporting ownership or licensing of all equipment and software. Contractor will not install, support or troubleshoot unlicensed software.
c. County must provide a suitable work environment for Contractor for any on-site services required, including desk space, access to a telephone, and parking.

d. County shall maintain its hardware and software under a valid support agreement with the vendor or manufacturer of the hardware and software at all times. Contractor shall not be responsible for installing, updating, maintaining, or supporting hardware or software not covered under a valid support agreement with the software vendor or manufacturer.
e. County shall be responsible for maintaining back-ups of all critical software, documents, and applications on all of the County's file servers, personal PC's. organizers, and other electronic equipment covered under maintenance.
f. County must receive Contractors approval for any changes to the covered equipment. If not, any additional maintenance or support services required due to County's changes to the covered equipment will not be covered by this agreement.

3) COMPENSATION

Contractor shall be paid a monthly flat fee of $15,155.81 for essential security tools, flexIT Plan, Microsoft M365 and Obsidian OffSite Backup. The flat fee is inclusive of all of the Contractors' charges and expenses, and any applicable taxes. The maximum compensation payable under this agreement shall not exceed $15,155.81 per month, and the yearly maximum compensation shall not exceed $181,869.72. In addition to the month services, County shall pay a maximum of $10,000.00 for computer technician services specifically requested by County that are not covered under Exhibit "B" (including any onsite computer technical services requested by County) Contractor shall be paid the hourly rate of $142.25 per hour. The Annual Maximum Compensation payable under this agreement is $191,869.72 per year.

Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. 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 an itemized invoice of Contractor's services and expenses to County, in areares, within thirty (30) days after service has been completed to the reasonable satisfaction of County. County shall make payment of all undisputed amounts within 30 days of receipt of Contractor's invoice.

5) TERM OF AGREEMENT

This agreement shall start July 1, 2025, and shall terminate June 30, 2026, unless terminated in accordance with section 6 below.

6) TERMINATION OF AGREEMENT

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

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

To the fullest extent permitted by law, Contractor agrees to protect, defend, indemnify, and save harmless County and its officers, officials, employees, and volunteers from and against all claims, demands, and causes of action by Contractor's employees or third parties on account of personal injury or death or on account of property damages arising out of the work to be performed by Contractor hereunder and resulting from the negligent act or omissions of Contractor, Contractor's agents, employees, or Subcontractors. These defense and indemnity obligations shall survive the termination or completion of this agreement and are in addition to, and not limited by, the Insurance obligations in the agreement.

Contractor shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

11) INSURANCE

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

12) PREVAILING WAGE

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services hereunder are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office, and will make this information available to any interested party upon request. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a "public work." To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

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

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

13) NON-DISCRIMINATION

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

14) GREEN PROCUREMENT POLICY

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

15) COMPLIANCE WITH LAWS AND REGULATIONS

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

16) LAW AND VENUE

This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions

which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

17) AUTHORITY

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

18) NOTICES

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

NOTICES TO COUNTY:
Tehama County Sheriff's Office
Attn: Dave Kain, Sheriff-Coroner
P.O. BOX 729
Red Bluff, CA 96080
(530) 527-7900
dkain@tehamaso.org

NOTICES TO CONTRACTOR:
Obsidian IT
Attn: Jeff Wutzke, Sr. Systems Administrator
2770 Eureka Way, Suite 300
Redding, CA 96001
(530) 242-6000
jeff@obsidianit.com

INVOICES SUBMITTED TO COUNTY:
Tehama County Sheriff's Office
Attn: Accounting Division
P.O. BOX 729
Red Bluff, CA 96080
(530) 528-8979 option 1
nbrummond@tehamaso.org

GRANTS/CONTRACTS TO COUNTY:
Tehama County Sheriff's Office
Attn: Grants/Contracts
P.O. BOX 729
Red Bluff, CA 96080
(530) 528-8979 option 2
jcrane@tehamaso.org

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

19) NON-EXCLUSIVE AGREEMENT:

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

20) STANDARDS OF THE PROFESSION

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

21) LICENSING OR ACCREDITATION

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

22) RESOLUTION OF AMBIGUITIES:

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

23) NO THIRD PARTY BENEFICIARIES:

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

24) HAZARDOUS MATERIALS

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

25) HARASSMENT

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

26) COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING

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

27) EXHIBITS

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

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

COUNTY OF TEHAMA

Date: 6/24/25

Sheriff-Coroner

Date: _____

Chairman, Board of Supervisors

OBSIDIAN IT

Date: 06/24/2025

Katie Rea

Authorized Agent

Agreement #: _____

123562
Vendor Number

2027-53170
Budget Account Number

jeff@obsidianit.com
Vendor/Contractor Email Address

(530) 242-6000
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

Support Services Agreement Terms and Conditions

1. Definitions
   1.1. County Data: All data, content, and information provided by the County to the Service Provider under this Agreement.
   1.2. Personal Data: Any information related to an identifiable individual that is subject to privacy and data protection laws.
2. Ownership of Data
   2.1. The County retains ownership of all right, title, and interest in and to its data.
3. Data Protection
   3.1. All personal and non-public data must be encrypted at rest and in transit.
   3.2. The Service Provider shall use cryptographic standards compliant with FIPS 140-2, for any transfer or storage of data as defined by the National Institute of Standards and Technology (NIST).
4. Data Storage and Handling
   4.1. Any County data temporarily stored (e.g., for troubleshooting) must reside in U.S.-based systems and be deleted using NIST-approved secure destruction methods after use.
5. Minimum Security Requirements
   5.1. Multi-Factor Authentication (MFA):
   Administrative or privileged access to County systems must be protected by Multi-Factor Authentication (MFA) as a minimum-security requirement.
   5.2. Access Controls:
   The Service Provider shall implement role-based access controls (RBAC) and ensure that access to County data is limited to authorized personnel only.
   5.3. Security Monitoring:
   The Service Provider shall maintain continuous security monitoring of its own infrastructure and services and provide timely reporting of any vulnerabilities or risks that may impact the County.
6. Security Incident Notification
   6.1. The Service Provider shall notify the County of any suspected security breach and provide details of the breach and mitigation steps within 24 hours of discovery. This notification shall include details of the breach and the steps being taken to mitigate it. For example, if any vendor-managed systems—such as those supporting secure remote access, credential management, documentation, or ticketing—are compromised, the County must be informed within the specified 24-hour window, along with a summary of actions taken to protect the County's systems.
   6.2. If the Service Provider is responsible for a breach that affects the county, they shall bear all costs related to investigation, resolution, and notification.
7. Legal Requests
   7.1. The Service Provider shall notify the County upon receipt of any legal request that may require access to County data.
8. Termination of Service
   8.1. Upon termination, the Service Provider shall securely return all County data in a mutually agreed-upon format and destroy any remaining copies using NIST-approved methods.
9. Background Checks

9.1. The Service Provider shall ensure all personnel with access to the county account and data, including subcontractors, undergo US criminal background checks and exclude individuals with convictions relevant to dishonesty or fraud.

10. Reporting

10.1. The Service Provider shall provide the County with security reports upon request, including but not limited to remote access logs, authentication logs (successful/failed logins).

Exhibit C

Obsidian IT
Simple / Scalable / Outsourced IT

flexIT [User] Master Service Agreement

(MSA)+(ASC) with Alignment, Standardization and Collaboration

Quote Number: 20287
Prepared for: Tehama County Sheriff
Expiration Date: Thursday, July 10, 2025

Master Service Agreement (MSA)

flexIT offers flexible, cost-effective access to expert support and core security solutions for troubleshooting, maintenance, and protection.

Benefits:

- **Clear Expectations:** Defines services and performance standards.
- **Proactive Support:** Prevents issues, minimizing downtime.
- **Cost Efficiency:** Fixed monthly fees reduce unexpected costs.
- **Enhanced Security:** Regular updates protect against threats.
- **Access to Expertise:** Specialized IT knowledge and skills.
- **Scalability:** Adjusts to your business's needs.

Obsidian IT's flexIT Contract:

- **Adaptive Services:** Adjusts to changing needs.
- **Customer Profile:** Updates user, device, and software counts monthly.
- **Semi-Managed Service:** Flexible support and security solutions.
- **flexIT Support:** Unlimited Remote and Onsite Support, Monday to Friday, 7 am to 5 pm, with a 20% discount on professional services.

An MSA with Obsidian IT ensures proactive, efficient, and secure IT management, allowing you to focus on your core business.

Tehama County Sheriff Customer Profile

Businesses are dynamic, and your IT contract should be too! With our **flexIT** contract, your IT services adapt seamlessly to your business's changing needs. Whether you're experiencing a seasonal shift with fewer staff or enjoying growth and success, your contract adjusts to meet your current requirements. Your Customer Profile outlines the number of users, devices, and software essential for your operations. Our system automatically adjusts these counts every month, ensuring you always have the right resources. Below is the current counts found during discovery.

Assumptions	Quantity
Number of flexIT Support Hours	Unlimited
Number of named users	142
Microsoft M365 or Google Workspace Email Accounts (e.g., you@yourcompany.com)	150
Non-business email accounts	
Workstations or Laptops	95
Server (Stand Alone)	
VM Host (Physical Machine)	6
VM Guest	18
Routers / Firewalls	
Wi-Fi Wireless Access Points (WAPs)	17
Switches	9
VPNs	
PDUs	
NASs	4
UPSs	4
Domains	2

"There's no silver bullet with cybersecurity; a layered defense is the only viable option."

— James Scott

Obsidian IT's First in Class Security

Remove the Complexity of Multi-Layered Security Offering

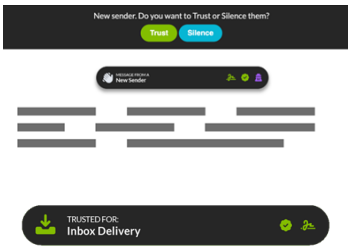
With the ever-increasing number of devices connected to IT networks, the pathway for malicious actors is expanding by the second. A trustworthy defense requires sophisticated security tools that can detect and address even the most advanced cyberthreats before they become a problem. Obsidian IT Security Solutions provide full coverage while also being simple to manage, providing Business Professionals both peace and ease of mind.

$4.54 million The IBM report estimates a data breach costs $4.4 million, ransomware $4.54 million.	**$955,429** is the average spend of SMBs to restore business in the wake of a cyber attack.	**76%** SMBs will experience disruption from a security event in the next 3 years.
57% of ransomware attacks result from unpatched software.	**50+** new vulnerabilities are discovered every day.	**Every 11** seconds a business is hit by a ransomware attack.



Shield Email Filtering

Zero-Trust Email Filtering, Heads-Up Display for visual security summary, and X-ray for safe email preview and detailed insights.



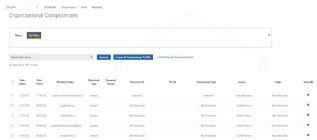


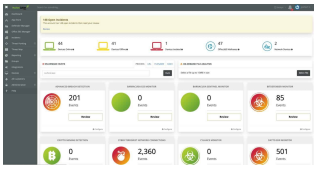
BullPhish ID

BullPhish ID's effective security awareness training and phishing simulations empower employees to be more secure.

Dark Web ID

Uncover compromised credentials from all corners of the dark web within seconds with this dark web monitoring and compromise alerting tool.



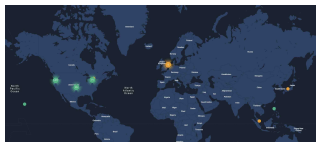


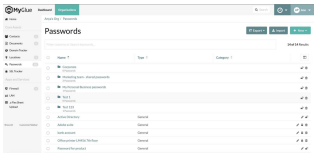
24/7 Managed SOC Team

By leveraging our team of cybersecurity experts, you can provide MDR support

24/7 SaaS Alerts

Cloud Detection & Response allows you to detect and automatically remediate SaaS security threats.



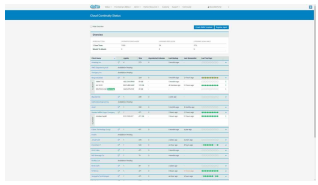


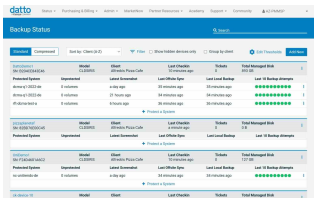
MyGlue

MyGlue Password Management makes secure collaboration and end-user empowerment to self-serve easy.

Datto Endpoint Backup

The most affordable endpoint backup solution on the planet, built to protect servers, laptops, and cloud VMs.



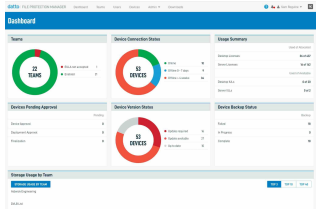


Datto Backup for SaaS

SaaS Backup purpose-built for MSPs for Microsoft 365 and Google Workspace that is secure, affordable and easy to use.

7 Day Rollback Protect Against Ransomware

With today's rapidly evolving threat landscape, you need to be able to recover quickly after a ransomware attack or critical system failure to minimize downtime and data loss. Ensure your data is protected and untouchable to cybercriminals and clumsy employees.



You Can’t Manage Risks You Don’t Know About

Without the right information, managing risks and ensuring compliance with your IT requirements is impossible. Our team simplifies this process by maintaining complete visibility of your growing network, prioritizing security measures, and documenting compliance. With our **Alignment, Standardization and Collaboration (ASC)** Service, you are assigned a dedicated Technical Alignment Manager (**TAM**) and Virtual Chief Information Officer (**vCIO**). Together, they will assess the health of your network infrastructure, identify risks, and align it with your industry-specific requirements. They will also assist with long-term strategy planning, budgeting, and building a strategic relationship for your business’s technology success.



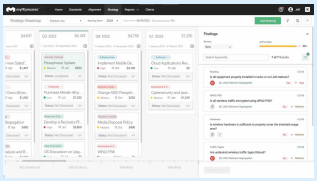
Virtual Chief Information Officer (**vCIO**)

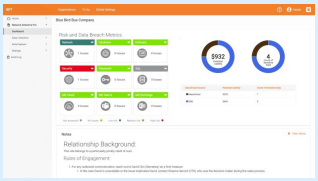


Technical Alignment Manager (**TAM**)

myITprocess

With myITprocess you can effortlessly turn IT risks into a business planning roadmap.





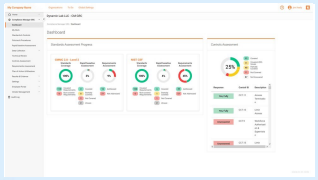
Network Detective Pro

Network Detective Pro automatically collects data from every device on your network, then identifies and remediates issues based on objective risk scores.

Discover Hidden Vulnerabilities

With over 50 new vulnerabilities daily, VulScan simplifies hardening your IT environment. Perform internal and external scans easily, choosing when, how often, and which devices to scan.





IT Audit & Compliance Management for All

IT professionals aren't compliance experts, but they're expected to ensure safety and compliance. Kaseya Compliance Management automates dozens of standards, letting IT pros focus on their core expertise.

"Effective IT business planning orchestrates a disciplined rhythm of vision, targets, plans, and actions, driving success beyond expectations."

flex IT User Plan for Named Users				**$12,261.70**
Product		**Quantity**	**Price**	**Amount**
Managed User(s) (MSA)+(ASC) for Help, Remote, Onsite, Centralized Service, Alignment, Standardization, and Collaboration Services. Excludes: Project, Moves, Major Software Updates, and Disaster Recovery. Includes: -Endpoint Security Stack -Email Security -SOC Stack -Awareness Email Phishing -Dark Web Email Monitoring -Password Management -SaaS Cloud Detection for M365 & Google Workspace	**Monthly x 12**	142	$86.35	$12,261.70

flex IT Security Tools Essential			$0.00
Product			**Quantity**
S1Security: Endpoint Security Stack -Monitoring, Patch Management -Ransomware Detection -Anti-Virus -DNS Filtering -EDR (Endpoint Detection Response) Ransomware Rollback -Standard Price $10.80 per user	Monthly x 12		130
S2Security: Email Security -Shield Email Filtering -Standard Price $3.33 per user	Monthly x 12		142
S3Security: SOC (Security Operation Center) Stack -SOC (Security Operation Center) 24/7 -SOC (Security Operation Center) Email -Standard Price $2.50 per user	Monthly x 12		150
S4Security: Security Awareness Email Phishing -Standard Price $3.00 per user	Monthly x 12		142
S5Security: Dark Web Personal Email Monitoring -Standard Price $.50 per user	Monthly x 12		152
S6Documentation: Password Management -Standard Price $.50 per user	Monthly x 12		142
S10Security - SaaS Alerts Cloud Detection Platform for M365 & Google Workspace -Standard Price $3.60 per user	Monthly x 12		150

Monthly Backup Reccurring Licensing					$300.00
Product		**Quantity**		**Price**	**Amount**
S7Unified Backup - Endpoint Backup Protection Per 500GB	Monthly x 12	0		$15.00	$0.00
S8Unified Backup - SaaS Backup Protection	Monthly x 12	0		$3.60	$0.00
OIT-Veeam Universal Backup License (VUL)	Monthly x 12	15		$20.00	$300.00

Monthly Audit and Compliance Security Solutions — $617.41

Product		Quantity	Price	Amount
S16: Security: Security Information and Event Management (SIEM) -Standard Price $3.33 per user Financial Services Healthcare Government and Public Sector Retail Energy and Utilities Education Telecommunications Manufacturing Legal	Monthly x 12	142	$3.33	$472.86
S9Security - Email Security - [Bracket] Email Encryption	Monthly x 12	0	$5.67	$0.00
S11Security - MDM Security - Mobile Device Management (MDM) for iOS and Android devices -Standard Price $1.67 per MDM device	Monthly x 12	0	$1.67	$0.00
S12Audit and Compliance: vPen Test per IP Address -Standard Price $5.61 per external IP address	Monthly x 12	2	$5.61	$11.22
S14:Audit & Compliance: Compliance Manager GRC -Standard Price $93.33 per organization	Monthly x 12	1	$93.33	$93.33
S15:Audit and Compliance: Vulscan -Standard Price $40.00 per organization	Monthly x 12	1	$40.00	$40.00

Other Monthly Reoccurring Licensing — $1,976.70

Product		Quantity	Price	Amount
OIT-Microsoft 365 Standard **Monthly Billing / Annual Commitment** Commitment until 4/1/2026	Monthly	150	$13.13	$1,969.50
OIT-Microsoft Entra ID P1	Monthly	1	$7.20	$7.20

One Off	$0.00
Monthly	$15,155.81
Shipping	$0.00
Tax	$0.00
Total	**$15,155.81**

Terms & Conditions:

- **Creating Tickets and My Support Team**
- **Master Services Agreement (MSA): Effective May 1, 2025**
- **Service Level Agreement (SLA)**
- **Standard Rate**
- **Terms and Conditions**

E-Contract Review
Approval as to Form

Department Name: Tehama County Sheriff's Office

Vendor Name: OBSIDIAN IT

Document Description: Agreement for technology support services

APPROVED AS TO FORM:

Date: 6/27/25

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

Tehama County

Agenda Request Form

File #: 25-1271 **Agenda Date:** 7/22/2025 **Agenda #:** 7.

SHERIFF'S OFFICE / PROBATION DEPARTMENT

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Sheriff and the Chief Probation Officer to sign the Interagency Memorandum of Understanding for the purpose of providing Computer Voice Stress Analyzer (CVSA) examinations to pre-employment applicants, in the amount of $400 for each CVSA examination conducted with maximum compensation not to exceed $8,000 per year, effective 7/1/25 through 6/30/28

Financial Impact:
The Probation Department will allocate the funds requested for all future fiscal years to pay for these services from budget unit 2037, account 53230. The Sheriff's Office will collect the revenues from budget unit 2027, account 461070.

Background Information:
The Sheriff's Office has multiple qualified CVSA examiners on staff who would provide these services to the Probation Department. These examinations would help to provide information to the Probation Department to make informed decisions about applicants as the CVSA is used for truth verification purposes.

MEMORANDUM OF UNDERSTANDING BETWEENTHE TEHAMA COUNTY SHERIFF'S OFFICE AND THE TEHAMA COUNTY PROBATION DEPARTMENT

This Memorandum of Understanding ("MOU") is made and entered into this _____ day of _____ 20____, by and between the Tehama County Sheriff's Office ("TCSO") and the Tehama County Probation Department ("TCP").

RECITALS

WHEREAS, TCP desires to retain a person or party for the purpose of providing Computer Voice Stress Analyzer ("CVSA") examinations to pre-employment applicants to TCP. The CVSA examinations would help provide pertinent information for TCP to make informed decisions about applicants as the CVSA is used for truth verification; and

WHEREAS, TCSO warrants that it is qualified and agreeable to render the aforesaid services.

NOW THEREFORE, the TCP and TCSO incorporate the above recitals into this MOU and agree to the following:

1. **RESPONSIBILITIES OF TCSO**

During the term of this MOU, TCSO shall provide services in accordance with the Scope of Work, Exhibit A, attached hereto and made a part of this MOU. TCSO agrees to perform said services upon written request of TCP. These additional services could include, but not limited to, any of the following:

A. Serving as a witness in any litigation or other proceedings involving the services
B. Services of the same nature as provided herein which are required as a result of events unforeseen on the date of this contract
C. Make available all pertinent data and records related to the services provided by TCSO pursuant to this MOU at the request of TCP.

2. **RESPONSIBILITIES OF TCP**

TCP shall timely compensate TCSO for said services pursuant to Section 3 and 4 of this MOU.

3. **COMPENSATION**

TCSO shall be paid the sum of $400.00 for each CVSA examination conducted. The maximum compensation payable under MOU shall not exceed $8,000.00 per year. TCSO will be responsible for any additional costs associated with the need for a 2nd opinion or re-examinations.

TCSO shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance

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

4. BILLING AND PAYMENT

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

5. TERM OF MOU

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

6. TERMINATION OF MOU

If TCSO fails to perform his/her duties to the satisfaction of TCP, or if TCSO fails to fulfill in a timely and professional manner his/her obligations under this MOU, or if TCSO violates any of the terms or provisions of this MOU, then TCP shall have the right to terminate this MOU effective immediately upon TCP giving written notice thereof to TCSO. TCP may terminate this MOU 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 MOU in any fiscal year. TCP's right to terminate this MOU may be exercised by the Chief Probation Officer. TCSO's right to terminate this MOU may be exercised by the Sheriff-Coroner. Otherwise, either party may terminate this MOU on 30 days' written notice.

In the event that the MOU is terminated prior to June 30, 2028, in accordance with this section, TCP shall pay TCSO for all work satisfactorily completed as of the date of notice.

7. ENTIRE MOU; MODIFICATION

This MOU for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. TCSO 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. TCSO specifically acknowledges that in entering into and executing this MOU, TCSO relies solely upon the provisions contained in this MOU and no other oral or written representation.

8. NONASSIGNMENT OF AGREEMENT

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

9. INSURANCE

TCP and TCSO acknowledge that each participates in the County of Tehama's program of self-insurance established by the Tehama' County Board of Supervisors

10. NON-DISCRIMINATION

TCSO 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.

11. 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. TCP and TCSO acknowledge that each shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

12. COMPLIANCE WITH LAW AND REGULATION

All services to be performed by TCSO 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 TCP immediately.

13. 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

14. AUTHORITY

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

15. NOTICE

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 TCP:	NOTICES TO TCSO:
Pam Gonzalez, Chief Probation Officer Tehama County Probation Department P.O. Box 99 Red Bluff, CA 96080 Phone: 530-527-4052	Dave Kain, Sheriff-Coroner Tehama County Sheriff's Office PO Box 729 Red Bluff, CA 96080 Phone: 530-527-7900
INVOICES SUBMITTED TO TCP:	PERSON RESPONSIBLE FOR INVOICING:
Tehama County Probation Department P.O. Box 99 Red Bluff, CA 96080 OR delivered in person to: 1840 Walnut Street., Red Bluff, CA 96080 Fax: 530-527-1579	Nickoli Brummond, Fiscal Analyst Tehama County Sheriff's Office PO Box 729 Red Bluff, CA 96080 Phone: 530-528-8979

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

16. NON-EXCLUSIVE AGREEMENT

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

17. STANDARDS OF THE PROFESSION

TCSO 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 TCSO has been properly licensed to practice.

18. LICENSING OR ACCREDITATION

TCSO shall maintain a qualified CVSA Examiner holding valid and appropriate license(s) or accreditation(s) throughout the life of this contract.

19. CONFIDENTIALITY

All information and records obtained in the course of providing services under this agreement shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this agreement or the services provided hereunder. Both parties shall comply with State and Federal requirements regarding confidential information.

20. MUTUAL INDEMNITY

TCP and TCSO each agree to indemnify, hold harmless, and defend the other from any and all liabilities, claims, losses, damages or expenses, including reasonable attorney's fees, arising from any and all acts or omissions of its own, its officers, agents, or employees in the performance of this agreement. However, this is not to be construed as an agreement of either party to indemnify, hold harmless, or defend the other from such liabilities, claims, losses, damages, or expenses arising from the other's sole negligence or willful misconduct.

21. RESOLUTION OF AMBIGUITIES

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

22. NO THIRD-PARTY BENEFICIARIES

Neither party intends that any person shall have a cause of action against either of them as a third party beneficiary under this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties

agree that this Agreement does not create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

23. HAZARDOUS MATERIALS

To the extent applicable to the services rendered under this agreement, TCSO shall provide to TCP all Safety Data Sheets covering all Hazardous Materials to be furnished, used, applied, or stored by TCSO prior to the furnishing, use, application, or storage throughout the performance of the services rendered pursuant to this agreement. TCP shall provide Safety Data Sheets for any Hazardous Materials that TCSO may be exposed to while rendering services pursuant to this agreement.

24. HARASSMENT

TCP and TCSO acknowledge that each is aware of and complies with the County's Harassment Policy, TCPR §8102: Harassment, which is available upon request. Any harassment, discrimination, retaliation, or any other abusive behavior will not be tolerated or condoned by TCP nor TCSO. Violations of this policy may cause termination of this agreement.

25. 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.

26. EXHIBITS

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

IN WITNESS WHEREOF, TCP and TCSO have executed this MOU on the day and year set forth below. MOU not valid without signatures of authorized representatives from all parties.

TEHAMA COUNTY PROBATION

Date:

Pam Gonzalez, Chief Probation Officer

TEHAMA COUNTY SHERIFF'S OFFICE

Date:

Dave Kain, Sheriff -Coroner

2027-461070
Revenue Account Number

EXHIBIT A

Scope of Work

Truth Verification with a Computer Voice Stress Analyzer (CVSA)

During the term of this agreement, TCSO agrees to and shall perform services as follows:

A. Maintain a qualified CVSA Examiner-A person who has satisfactorily completed training by a recognized instructor in truth verification and the use of the CVSA. In addition, re-certification must be successfully completed every two (2) years.

- The CVSA Examiner will review the available information pertaining to the applicant prior to administering the examination.
- Any structured examination using the CVSA must be authorized by the Sheriff-Coroner.
- The CVSA examiner will provide and obtain the form necessary for the examinee to provide the knowing and voluntary agreement.
- All CVSA Examiners will maintain a record of all examinations they have conducted.
- The CVSA Examiner can receive a second opinion on examinations from another certified examiner. Only if the examiner and computer's internal "FACT" do not agree. This results in a cold call.
- The CVSA Examiner will refrain from examinations that may compromise his/her integrity. Any tests of friends, relatives, or persons the examiner has a relationship with which represents a conflict of interest must be conducted by a neutral examiner.
- In the event an examiner declines to administer an examination, and the decision is questioned, a second opinion from a CVSA examiner is recommended.

B. Examination for pre-employment screening

- CVSA examinations shall be used in the selection process for law enforcement employment. This is to ensure the following:
    - Suitability
    - Verify accuracy and completeness of information on the application
    - Resolve questions or conflicts arising during the background investigation
    - Discover previous criminal or other disqualifying behavior
    - Deter those seeking to penetrate law enforcement departments for improper purposes

- Questions to be asked will be provided to an applicant just prior to and at the location of the test so applicants can have sufficient time to review and ask the examiner questions.
- The CVSA examiner will review the questions with the applicant prior to the formal examination.
- The CVSA will not be the single determinant of employment status. However, admissions made before, during, or after the examination may be used to show cause.

C. Persons who may be tested

- Any individual who knows right from wrong.
- Tests are conducted at the discretion of the examiner.

EXHIBIT B

COUNTY OF TEHAMA
SHERIFF'S OFFICE

PO BOX 729
RED BLUFF, CA 96080
PHONE: (530) 529-7950 FAX: (530) 529-7933

To:
Tehama County Probation Dept.
P.O. Box 99
Red Bluff, CA 96080

Date: _____
Customer No: _____
Invoice No: _____
Total Due: _____

Please submit payment to TCSO: Attn: Accounts Receivable

Description	Quantity	Unit Cost	Unit of Meas	Total Cost

Prepared by: ALICIA HOUGHTBY ADH 530-528-8979 x 4017

TERMS: Due upon receipt

Please Detach And Return With Your Remittance

Tehama County Probation Dept.

COUNTY OF TEHAMA
SHERIFF'S OFFICE
PO BOX 729
RED BLUFF, CA 96080
PHONE: (530) 529-7950 FAX: (530) 529-7933

Customer No: _____
Invoice No: _____
TOTAL DUE _____

Reminder: Please include customer # on check

Amount of remittance: _____

E-Contract Review
Approval as to Form

Department Name: Tehama County Sheriff's Office

Vendor Name: Tehama County Probation Department

Document Description: Agreement for Computer Voice Stress Analysis (CVSA) in law enforcement employment background checks

APPROVED AS TO FORM:

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

Date: 7/8/25

Tehama County

Agenda Request Form

File #: 25-1272 **Agenda Date:** 7/22/2025 **Agenda #:** 8.

SHERIFF'S OFFICE / PROBATION DEPARTMENT

Requested Action(s)

a) AGREEMENT - Request approval and authorization for the Sheriff and the Chief Probation Officer to sign the Interagency Memorandum of Understanding for the purpose of providing maintenance on the Juvenile Hall sewage grinder, in the amount of $850 for each maintenance call with a maximum compensation not to exceed $8,000 per year, effective 7/1/25 through 6/30/28

Financial Impact:

The Probation Department will allocate the funds requested for all future fiscal years to pay for these services from budget unit 2036, account 53170. The Sheriff's Office will collect the revenues from budget unit 2027, account 461070.

Background Information:

The Sheriff's Office has a facilities maintenance employee who was a plumber for Wallner Plumbing for 20+ years and used to perform this very service for the Probation Department. The Sheriff's Office maintenance team has all the necessary tools to perform the job duties for that service. The cost of this service would save the Probation Department hundreds of dollars over the next few years, and these services will keep the funds within the County instead of contracting out this necessary maintenance service.

MEMORANDUM OF UNDERSTANDING BETWEENTHE TEHAMA COUNTY SHERIFF'S OFFICE AND THE TEHAMA COUNTY PROBATION DEPARTMENT

This Memorandum of Understanding ("MOU") is made and entered into this _____ day of _____ 20____, by and between the Tehama County Sheriff's Office ("TCSO") and the Tehama County Probation Department ("TCP").

RECITALS

WHEREAS, TCP desires to retain a person or party for the purpose of providing maintenance on their sewage grinder (AKA the Muffin Monster) at the Juvenile Hall located on 1790 Walnut Street, Red Bluff, CA 96080.

WHEREAS, TCSO warrants that it is qualified and agreeable to render the aforesaid services.

NOW THEREFORE, the TCP and TCSO incorporate the above recitals into this MOU and agree to the following:

1. **RESPONSIBILITIES OF TCSO**

During the term of this MOU, TCSO shall provide services in accordance with the Scope of Work, Exhibit A, attached hereto and made a part of this MOU.

2. **RESPONSIBILITIES OF TCP**

TCP shall timely compensate TCSO for said services pursuant to Section 3 and 4 of this MOU.

3. **COMPENSATION**

TCSO shall be paid the sum of $850.00 for each maintenance call provided in conjunction with the sewage grinder. Additional services and repairs performed by TCSO will be charged at an hourly rate of $100.00. The Maximum Compensation payable under MOU shall not exceed $8,000.00 per year. TCSO shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. TCSO shall have no claim against TCP for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by TCSO after the expiration or other termination of this MOU. TCSO shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and TCSO agrees that TCP has no obligation, whatsoever, to compensate or reimburse TCSO for any expenses, direct or indirect costs, expenditures, or charges of any nature by TCSO that exceed the Maximum Compensation amount set forth above. Should TCSO receive any such payment it shall immediately notify TCP and shall immediately repay all such funds to TCP. This provision shall

survive the expiration or other termination of this MOU.

4. BILLING AND PAYMENT

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

5. TERM OF MOU

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

6. TERMINATION OF MOU

If TCSO fails to perform his/her duties to the satisfaction of TCP, or if TCSO fails to fulfill in a timely and professional manner his/her obligations under this MOU, or if TCSO violates any of the terms or provisions of this MOU, then TCP shall have the right to terminate this MOU effective immediately upon TCP giving written notice thereof to TCSO. TCP may terminate this MOU 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 MOU in any fiscal year. TCP's right to terminate this MOU may be exercised by the Chief Probation Officer. TCSO's right to terminate this MOU may be exercised by the Sheriff-Coroner. Otherwise, either party may terminate this MOU on 30 days' written notice.

In the event that the MOU is terminated prior to June 30, 2028, in accordance with this section, TCP shall pay TCSO for all work satisfactorily completed as of the date of notice.

7. ENTIRE MOU; MODIFICATION

This MOU for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. TCSO 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. TCSO specifically acknowledges that in entering into and executing this MOU, TCSO relies solely upon the provisions contained in this MOU and no other oral or written representation.

8. NONASSIGNMENT OF AGREEMENT

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

9. INSURANCE

TCP and TCSO acknowledge that each participates in the County of Tehama's program of self-insurance established by the Tehama' County Board of Supervisors

10. NON-DISCRIMINATION

TCSO 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.

11. 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. TCP and TCSO acknowledge that each shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

12. COMPLIANCE WITH LAW AND REGULATION

All services to be performed by TCSO 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 TCP immediately.

13. 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

14. AUTHORITY

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

15. NOTICE

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 TCP:	NOTICES TO TCSO:
Pam Gonzalez, Chief Probation Officer Tehama County Probation Department P.O. Box 99 Red Bluff, CA 96080 Phone: 530-527-4052	Dave Kain, Sheriff-Coroner Tehama County Sheriff's Office PO Box 729 Red Bluff, CA 96080 Phone: 530-527-7900
INVOICES SUBMITTED TO TCP:	PERSON RESPONSIBLE FOR INVOICING:
Tehama County Probation Department P.O. Box 99 Red Bluff, CA 96080 OR delivered in person to: 1840 Walnut Street., Red Bluff, CA 96080 Fax: 530-527-1579	Nickoli Brummond, Fiscal Analyst Tehama County Sheriff's Office PO Box 729 Red Bluff, CA 96080 Phone: 530-528-8979

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

16. NON-EXCLUSIVE AGREEMENT

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

17. STANDARDS OF THE PROFESSION

TCSO 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 TCSO has been properly licensed to practice.

18. LICENSING OR ACCREDITATION

TCSO shall maintain the appropriate license(s) or accreditation(s) throughout the life of this contract.

19. RESOLUTION OF AMBIGUITIES

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

To the extent applicable to the services rendered under this agreement, TCSO shall provide to TCP all Safety Data Sheets covering all Hazardous Materials to be furnished, used, applied, or stored by TCSO prior to the furnishing, use, application, or storage throughout the performance of the services rendered pursuant to this agreement. TCP shall provide Safety Data Sheets for any Hazardous Materials that TCSO may be exposed to while rendering services pursuant to this agreement.

22. HARASSMENT

TCP and TCSO acknowledge that each is aware of and complies with the County's Harassment Policy, TCPR §8102: Harassment, which is available upon request. Any harassment, discrimination, retaliation, or any other abusive behavior will not be tolerated or condoned by TCP nor TCSO. Violations of this policy may cause termination of this agreement.

23. COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California

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

24. EXHIBITS

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

IN WITNESS WHEREOF, TCP and TCSO have executed this MOU on the day and year set forth below. MOU not valid without signatures of authorized representatives from all parties.

TEHAMA COUNTY PROBATION

Date:

_____ _____

Pam Gonzalez, Chief Probation Officer

TEHAMA COUNTY SHERIFF’S OFFICE

Date:

_____ _____

Dave Kain, Sheriff -Coroner

2027-461070
Revenue Account Number

EXHIBIT A

Scope of Work

Maintenance of the Sewage Grinder

During the term of this agreement, TCSO agrees to and shall perform services as follows:

A. Unbolt the hatch to the sewage grinder and climb into the vault with a designated ladder.

B. Inspect all joints, connections, plumbing, and electrical components for any damage.

C. Check the operation of the sump pump.

D. Turn the power off to the sewage grinder and leave all the drains on bypass.

E. Remove the torque nut to gain access to the torque bolts for jaws/cartridge.

F. Torque the cartridge to 135 lbs.

G. Remove three (3) different access covers.

H. Inspect for wear, tear, or any damage.

I. Grease all gears.

J. Grease and zerk the fittings.

K. Run to inspect.

L. Close all three (3) access covers.

M. Remove the designated ladder.

N. Bolt the vault hatch door shut.

O. Any repairs would be provided for additional charges.

EXHIBIT B

COUNTY OF TEHAMA
SHERIFF'S OFFICE

PO BOX 729
RED BLUFF, CA 96080
PHONE: (530) 529-7950 FAX: (530) 529-7933

To:
Tehama County Probation Dept.
P.O. Box 99
Red Bluff, CA 96080

Date: _____
Customer No: _____
Invoice No: _____
Total Due: _____

Please submit payment to TCSO: Attn: Accounts Receivable

Description	Quantity	Unit Cost	Unit of Meas	Total Cost

Prepared by: ALICIA HOUGHTBY ADH 530-528-8979 x 4017

TERMS: Due upon receipt

Please Detach And Return With Your Remittance

COUNTY OF TEHAMA
SHERIFF'S OFFICE
PO BOX 729
RED BLUFF, CA 96080
PHONE: (530) 529-7950 FAX: (530) 529-7933

Tehama County Probation Dept.

Customer No: _____

Invoice No: _____

TOTAL DUE _____

Reminder: Please include customer # on check

Amount of remittance: _____

E-Contract Review
Approval as to Form

Department Name: Tehama County Sheriff's Office

Vendor Name: Tehama County Probation Department

Document Description: Agreement for Sewage Grinder Maintenance

APPROVED AS TO FORM:

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

Date: 7/8/25

Tehama County

Agenda Request Form

File #: 25-1238 **Agenda Date:** 7/22/2025 **Agenda #:** 9.

DEPARTMENT OF AGRICULTURE

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Agricultural Commissioner to sign Cooperative Agreement No. 25-0224-000-SA with the California Department of Food and Agriculture for the provision of costs incurred relative to enforcement activities of the California Organic Foods and Farming Act in an amount not to exceed $5,640, effective 7/1/25 through 6/30/26

Financial Impact:
The funds to be received have been identified as revenue in the department's FY 25/26 budget.

Background Information:
The department has historically entered into agreements with the California Department of Food and Agriculture to perform these services. Without an approved agreement, the department will not be eligible to receive payments for performing work relative to enforcement activities of the California Organic Foods Act Inspections.

State of California, Department of Food and Agriculture
AGREEMENT
GAU-03 (Rev. 8/2024)

COOPERATIVE AGREEMENT
SIGNATURE PAGE

AGREEMENT NUMBER
25-0224-000-SA

1. This Agreement is entered into between the State Agency and the Recipient named below:

STATE AGENCY'S NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME
COUNTY OF TEHAMA

2. The Agreement Term is: July 1, 2025 through June 30, 2026

3. The maximum amount of this Agreement is: $5,640.00

4. The parties agree to comply with the terms and conditions of the following exhibits and attachments which are by this reference made a part of the Agreement:

Exhibit A: Recipient and Project Information	2 Pages
Exhibit B: General Terms and Conditions	5 Pages
Exhibit C: Payment and Budget Provisions	2 Pages
Attachments: Scope of Work and Budget	

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

RECIPIENT

RECIPIENT'S NAME *(Organization's Legal Name)*
COUNTY OF TEHAMA

BY *(Authorized Signature)*	DATE SIGNED
✍	

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS
Post Office Box 28, Red Bluff, California 96080-0038

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY *(Authorized Signature)*	DATE SIGNED
✍	

PRINTED NAME AND TITLE OF PERSON SIGNING
ANDREA PERKINS, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

NM

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
The County will perform inspections according to the California Organic Food and Farming Act.

Project Title: Organic Inspections

2.The Managers for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Kiley Potter	Name:	Thomas Moss
Division/Branch:	Inspection Services / Inspection and Compliance	Organization:	County of Tehama
Address:	1220 N Street	Address:	PO Box 38
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Red Bluff, CA 96080
Phone:	916-597-7328	Phone:	530-527-4504
Email Address:	kiley.potter@cdfa.ca.gov	Email Address:	tmoss@tehama.gov

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**
Name:	Kiley Potter	Name:
Division/Branch:	Inspection Services / Inspection and Compliance	Organization:
Address:	1220 N Street	Address:
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:
Phone:	916-597-7328	Phone:
Email Address:	kiley.potter@cdfa.ca.gov	Email Address:

FISCAL CONTACT FOR RECIPIENT (if different from above):
Name:
Organization:
Address:
City/State/Zip:
Phone:
Email Address:

4. **RECIPIENT: Please check appropriate box below:**
   Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

   This award ☐ does ☒ does not support R&D.

5. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. **Approval**
   This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

2. **Agreement Execution**
   Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed Agreement, or an electronically signed Agreement, has the same force and legal effect as an Agreement executed with an original ink signature. The term "electronic copy of a signed Agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Agreement in a portable document format. The term "electronically signed Agreement" means an Agreement that is executed by applying an electronic signature using technology approved by all parties.

3. **Assignment**
   This Agreement is not assignable by the Recipient, either in whole or in part, without the prior consent of the CDFA Agreement Manager or designee in the form of a formal written amendment.

4. **Governing Law**
   This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

5. **State and Federal Law**
   It is the responsibility of the Recipient to know and understand which State, Federal, and local laws, regulations, and ordinances are applicable to this Agreement and the Project, as described in Exhibit A. The Recipient shall be responsible for observing and complying with all applicable State and Federal laws and regulations. Failure to comply may constitute a material breach.

6. **Recipient Commitments**
   The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

7. **Performance and Assurances**
   The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds awarded in this Agreement only to allowable Project costs.

8. **Mutual Liability**
   Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

9. **Unenforceable Provision**
   In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall remain operative and binding.

10. Contractors/Consultants

The Recipient, and the agents and employees of Recipient, in the performance of this Agreement, are not officers, employees, or agents of the CDFA. The Recipient's obligation to pay its Contractors/Consultants is an independent obligation from the CDFA's obligation to make payments to the Recipient. Recipient agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Contractors/Consultants shall not affect the Recipient's overall responsibility for the management of the project, and the Recipient shall reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement.

11. Non-Discrimination Clause

The Recipient agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Recipient agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement.

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Recipient will comply with the provision*s* of the Fair Employment and Housing Act (Government Code section 12990 *et seq*.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, section 10000 *et seq*.). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990 (a-f), set forth in Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Recipient will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

The Recipient agrees to require the same of all contractors and consultants retained to carry out activities under this Agreement.

12. Excise Tax

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

13. Disputes

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager, identified in Exhibit A, or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDFA Agreement Manager or designee must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

14. Termination for Convenience

This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

15. Termination for Cause

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach. If the breach is not cured to the satisfaction of the non-breaching party, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations. Timelines associated with notice and curing of material breaches shall be consistent with the timelines outlined in paragraph 17.

16. Acceptable Failure to Perform

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, the inability to obtain any required government approval to proceed, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, pandemics, or similar occurrences.

17. Breach

The parties may be in material breach under this Agreement if they fail to comply with any term of this Agreement, or a party determines that the other party is not implementing the Project in accordance with the provisions of this Agreement, or that a party has failed in any other respect to comply with the provisions of this Agreement. In the event of a material breach, the party identifying the breach shall provide a Notice of Material Breach to the breaching party within fifteen (15) calendar days upon discovery of breach. The breaching party shall have fifteen (15) calendar days from receipt of the notice to notify how it intends to cure the breach. Upon receipt of the proposed cure, the non-breaching party has fifteen (15) days to accept or reject the proposed cure. Upon the non-breaching party's approval of the cure, the breaching party has thirty (30) days to implement the cure. If the breaching party fails to cure the breach within thirty (30) days of the non-breaching party's approval of the cure, the non-breaching party may take the following respective actions:

A. CDFA may suspend payments;
B. CDFA may demand repayment of all funding;
C. Either party may terminate the Agreement
D. CDFA may debar Recipient; or
E. Either party may take any other action deemed necessary to recover costs.

The non-breaching party shall send a Notice of Failure to Cure Material Breach upon its decision to carry out any of these actions. These actions are effective upon issuance of the Notice of Failure to Cure Material Breach, unless the Recipient appeals a Notice of Failure to Cure Material Breach, in which case the effective date falls on the issuance of a final decision on the appeal.

Where CDFA notifies the Recipient of its decision to demand repayment pursuant to this paragraph, the funds that are subject to the demand shall be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

A Notification of Failure to Cure Material Breach may be appealed to CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received the Notice of Failure to Cure and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to CDFA.LegalOffice@cdfa.ca.gov.

California Department of Food and Agriculture
Legal Office of Hearing and Appeals
1220 N Street
Sacramento, CA 95814

All notices, communications, and appeals described in this paragraph must be received in writing to be considered timely.

If CDFA notifies the Recipient of its decision to withhold the entire funding amount from the Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

18. Publicity and Acknowledgement

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material and in accordance with the Grant Procedures Manual if incorporated by reference and attachment to the Agreement. The Recipients may not use the CDFA logo.

19. News Releases/Public Conferences

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

20. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget, or the Project term, must be requested in writing to CDFA Grant Administrative Contact no less than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing within ten (10) business days as to whether the proposed changes are accepted.

21. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual if incorporated by reference to this Agreement as an attachment.

22. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, sections 303, 311, 324.1 and 324.2.

23. Closeout

The Agreement will be closed out after the completion of the Project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

24. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. To the extent allowed by law, CDFA determines whether the information is releasable. Each party agrees to maintain such information as confidential and notify the other party of any requests for release of the information.

25. Amendments

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

26. Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

EXHIBIT C

PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.

C. Unless stated in the Scope of Work, quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.

D. Unless stated in the Scope of Work, a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked “Final Invoice” thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. Allowable Expenses and Fiscal Documentation

A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.

B. If mileage is a reimbursable expense, using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on IRS’s website regardless of funding source/type.

C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources (CalHR). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration (GSA).

D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.

E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

4. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA or offer to amend the Agreement to reflect the reduced amount.

State Organic Program (SOP)
2025/2026 Scope of Work

REGISTRATION FEES

All organic registration applications (new, amended, and renewal) are approved by California Department of Food and Agriculture (CDFA) State Organic Program (SOP) staff. The county receives $60.00 for each operation it assists with submitting an organic registration application to CDFA for approval.

SPOT INSPECTION PROGRAM

The county is paid $225.00 for each spot inspection completed for producers, restaurants, handlers, processors, retail stores, and other applicable organic operations. Additionally, the county will conduct spot inspections for registration purposes, as requested by CDFA SOP staff. Farmers' Market inspections are paid at the rate of $75.00 for the initial visit and first organic participant inspected. An additional $10.00 is paid for each additional organic participant inspected at that market. Farmers' Market inspections include certified and non-certified Farmers' Markets and "swap meets."

SUPPLEMENTAL SPOT INSPECTION PROGRAM

When the need arises, supplemental inspections will be approved by CDFA SOP staff at the above Spot Inspection Program rates.

SURVEILLANCE RESIDUE (RANDOM/SPOT) SAMPLING PROGRAM

Surveillance Residue samples are randomly collected residue samples that are **NOT** part of an investigation. The county should collect these residue samples as part of its regular organic monitoring activities, to help ensure products do not contain unallowable substances. The county is paid a flat rate of $130.00 for each Surveillance Residue sample collected. **Counties must notify CDFA prior to submitting samples for residue testing**.

Additional Surveillance Residue samples beyond the total agreement number listed in the county's Fiscal Display, may be collected upon approval from CDFA SOP staff. The county must contact CDFA and receive authorization prior to collecting any additional samples. The county will not be reimbursed for any unauthorized samples collected. **Exception:** If collecting a residue sample is critical, and CDFA SOP staff are not available for approval (weekends/holidays and outside normal business hours), the county may collect the sample without prior approval. However, the county is still required to notify CDFA SOP staff via voicemail or email. CDFA SOP staff may also request the county to collect additional samples. Any additional Surveillance Residue sample collections are paid at the $130.00 flat rate. **Note:** Do not submit samples to the lab for testing on weekends/holidays or outside normal business hours. These samples must be stored by the county and follow "chain of custody" requirements, until they can be submitted.

Please refer to the Fiscal Display for additional inspection, sampling, and reimbursement details.

COMPLAINT INVESTIGATIONS

County staff are expected to conduct investigations, which include preparing investigation documents such as final reports and summaries, as assigned by CDFA. The county will be reimbursed for each approved complaint investigation and residue sample(s), collected as part of an investigation. Complaint investigation expenses and expenses incurred for collecting residue samples as part of an investigation will be reimbursed at actual cost. Time spent preparing investigation documents may also be included as part of the investigation costs. Time and expenses must be itemized.

ADVERSE ACTION NOTICES

County staff **must** submit proposed adverse action notices to CDFA SOP personnel for review and approval prior to issuing the notices.

Administrative civil penalties imposed by the county for violations of the California Organic Food and Farming Act (COFFA) shall conform to Administrative Civil Penalty Guidelines set forth in the California Code of Regulations (CCR) and remain in the county imposing the penalty.

TRAINING

County staff are expected to review the CDFA SOP website and attend training conducted or required by CDFA SOP staff.

County staff are also required to complete the following National Organic Program (NOP) online training:

Required Training

1. NOP Organic Training Website: Use the Access Organic Integrity Learning Center link to sign in to the Learning Center. Follow the instructions using the How to Register for a Course link. First time users will need to create an account by selecting the How to Navigate the Organic Integrity Learning Center link. Register for the following courses:
    - NOP-030: Fundamentals of an Inspection
    - NOP-090: Organic Dairy Compliance (Only required for counties with organic dairy operations)
    - NOP-190: Sampling and Testing

2. Sound and Sensible Website: ***Exploring the Organic Option*** Training Videos
    - The Road to Organic Certification
    - What's the Organic Value Proposition? Video Series (seven videos)

Optional/Recommended Training and Resources

1. NOP Organic Training Website:
    - NOP-070: Advanced Inspections: Investigations
    - NOP-330: Origin of Livestock (Counties with organic dairy operations)

2. What is an Organic Systems Plan?

3. Tip Sheets on Organic Standards

The county may use up to 50 percent of its **Estimated Investigation Costs**, as listed in the county's **Fiscal Display**, for approved or required organic program training. This may include organic program training that county staff provide to applicable agencies/groups. Training expenses without prior authorization by CDFA SOP staff will not be reimbursed.

County complaint investigation, inspection, sampling, and training **expenses must be itemized** on each invoice. The invoice must include applicable hours, rates, miles, and associated expenses; to receive payment or reimbursement for these expenses. Additionally, any expenses for residue samples collected as part of an investigation must include the name of the operation where the sample was collected and the number of samples.

DISBURSEMENT OF FUNDS

Pursuant to Chapter 10 of Division 17 (commencing with Section 46000) of the California Food and Agricultural Code (FAC), CDFA will disburse funds to the county for costs incurred in the enforcement of the California Organic Food and Farming Act (COFFA).

The county will receive payments as appropriate for the following functions:

- Helping operations complete new, amended, and renewal registration applications
- Spot inspections
- Soil and tissue residue sampling
- Complaint investigations
- Approved training and education activities

Disbursements will be made in two block payments: 1) For work completed from July 1 to December 31, 2025; and 2) for work completed from January 1 to June 30, 2026. Counties should submit final invoices for each block of work to CDFA in a timely manner.

The county should monitor its expenditures and contact CDFA immediately if it is at risk of exceeding the total Cooperative Agreement amount.

NOTE: CDFA cannot pay/reimburse the county for organic function activities without a signed (executed) Cooperative Agreement. The county should sign and return the Cooperative Agreement, to ensure payments for Organic Program function activities.

SOP procedures are outlined in the program's Quality Systems Manual (QSM). For additional questions, please contact the CDFA SOP.

Tehama Fiscal Display FY 2025/2026

At the discretion of the county, these inspections can be any combination of producer, handler, retailer, farmer's market, or restaurant. **Uncertified operations shall be inspected prior to any certified operations**.

Spot (Random) Inspection Assignments

Amount		Rate	Total
8	@	$225.00	$1,800.00

Farmers Market

Amount		1st Organic Participant		Estimated Additional Organic Participants			Total
2	@	$75.00	+	6	@	$10.00	$210.00

Estimated Assisted Registrations

Amount		Rate	Total
4	@	$60.00	$240.00

Surveillance Residue (Random) Sampling Costs
(Not part of an investigation)

Amount		Rate	Total
3	@	$130.00	$390.00

Estimated Investigation Costs
(Includes costs for residue samples taken as part of an investigation)

Total
$3,000.00

Total for 2025/2026 **$5,640.00**

E-Contract Review
Approval as to Form

Department Name: Tehama County Agricultural Commissioner

Vendor Name: California Department of Food and Agriculture

Document Description: Cooperative Agreement for Inspections

APPROVED AS TO FORM:

Date: 7/2/25

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

Tehama County

Agenda Request Form

File #: 25-1239 **Agenda Date:** 7/22/2025 **Agenda #:** 10.

DEPARTMENT OF AGRICULTURE

Requested Action(s)
a) AGREEMENT- Request approval and authorization for the Agricultural Commissioner to sign Standard Agreement No. 25-0002-015-SF, the Contractor Certification, and the Postconsumer-Content Certification with the California Department of Food and Agriculture for the provisions of the Statewide Exotic Pest Detection for placing and servicing traps for the detection of exotic insect pests, in an amount not to exceed $27,859, effective 7/1/25 through 6/30/26

Financial Impact:
The funds to be received have been identified as revenue in the department's FY 2025/26 budget.

Background Information:
The department has historically entered into agreements with the California Department of Food and Agriculture to perform these services. Without an approved agreement, the department will not be eligible to receive payments for performing pest detection activities.

State of California, Department of Food and Agriculture
AGREEMENT
GAU-03 (Rev. 8/2024)

COOPERATIVE AGREEMENT SIGNATURE PAGE

AGREEMENT NUMBER
25-0002-015-SF

1. This Agreement is entered into between the State Agency and the Recipient named below:

STATE AGENCY'S NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME
COUNTY OF TEHAMA

2. The Agreement Term is: July 1, 2025 through June 30, 2026

3. The maximum amount of this Agreement is: $27,859.00

4. The parties agree to comply with the terms and conditions of the following exhibits and attachments which are by this reference made a part of the Agreement:

Exhibit A: Prime Award Information Recipient and Project Information	2 Page(s)
Exhibit B: General Terms and Conditions	5 Page(s)
Exhibit C: Payment and Budget Provisions	2 Page(s)
Exhibit D: Federal Terms and Conditions	3 Page(s)
Attachments: Scope of Work and Budget	

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

RECIPIENT

RECIPIENT'S NAME *(Organization's Legal Name)*
COUNTY OF TEHAMA

BY *(Authorized Signature)*	DATE SIGNED
✍	

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS
Post Office Box 38, Red Bluff, CA 96080-0038

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY *(Authorized Signature)*	DATE SIGNED
✍	

PRINTED NAME AND TITLE OF PERSON SIGNING
ANDREA PERKINS, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

LB

EXHIBIT A

PRIME AWARD INFORMATION

Federal Agency:	USDA-APHIS-PPQ
Federal Award Identification Number:	AP25PPQFO000C071
Federal Award Date:	April 29, 2025
Catalog of Federal Domestic Assistance Number (CFDA) and Name:	10.025 Plant and Animal Disease, Pest Control, and Animal Care
Amount Awarded to CDFA:	$400,000.00
Effective Dates for CDFA:	July 1, 2025 through June 30, 2026
Federal Award to State Agency is Research & Development (Yes/No)	No

Federal Agency:	USDA-APHIS-PPQ
Federal Award Identification Number:	Pending
Federal Award Date:	Pending
Catalog of Federal Domestic Assistance Number (CFDA) and Name:	10.025 Plant and Animal Disease, Pest Control, and Animal Care
Amount Awarded to CDFA:	Pending
Effective Dates for CDFA:	January 1, 2025 through December 31, 2025
Federal Award to State Agency is Research & Development (Yes/No)	No

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
County will perform exotic pest detection trapping to prevent the introduction and spread of an injurious insect that could threaten the economic importance of the agriculture food supply grown in California.

Project Title: Detection Trapping

2.The Managers for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Joanna Fisher	Name:	Tom Moss
Division/Branch:	PHPPS / Pest Detection, Emergency Projects	Organization:	County of Tehama
Address:	1220 N Street	Address:	Post Office Box 38
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Red Bluff, CA 96080-0038
Phone:	916-202-0879	Phone:	530-527-4504
Email Address:	joanna.fisher@cdfa.ca.gov	Email Address:	tmoss@tehama.gov

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**
Name:	Moosa Anwer	Name:
Division/Branch:	PHPPS / Pest Detection, Emergency Projects	Organization:
Address:	1220 N Street	Address:
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:
Phone:	916-539-8300	Phone:
Email Address:	moosa.anwer@cdfa.ca.gov	Email Address:

FISCAL CONTACT FOR RECIPIENT (if different from above):
Name:
Organization:
Address:
City/State/Zip:
Phone:
Email Address:

4. RECIPIENT: Please check appropriate box below:
Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

This award ☐ does ☒ does not support R&D.

5. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. **Approval**
   This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

2. **Agreement Execution**
   Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed Agreement, or an electronically signed Agreement, has the same force and legal effect as an Agreement executed with an original ink signature. The term "electronic copy of a signed Agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Agreement in a portable document format. The term "electronically signed Agreement" means an Agreement that is executed by applying an electronic signature using technology approved by all parties.

3. **Assignment**
   This Agreement is not assignable by the Recipient, either in whole or in part, without the prior consent of the CDFA Agreement Manager or designee in the form of a formal written amendment.

4. **Governing Law**
   This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

5. **State and Federal Law**
   It is the responsibility of the Recipient to know and understand which State, Federal, and local laws, regulations, and ordinances are applicable to this Agreement and the Project, as described in Exhibit A. The Recipient shall be responsible for observing and complying with all applicable State and Federal laws and regulations. Failure to comply may constitute a material breach.

6. **Recipient Commitments**
   The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

7. **Performance and Assurances**
   The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds awarded in this Agreement only to allowable Project costs.

8. **Mutual Liability**
   Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

9. **Unenforceable Provision**
   In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall remain operative and binding.

10. Contractors/Consultants

The Recipient, and the agents and employees of Recipient, in the performance of this Agreement, are not officers, employees, or agents of the CDFA. The Recipient's obligation to pay its Contractors/Consultants is an independent obligation from the CDFA's obligation to make payments to the Recipient. Recipient agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Contractors/Consultants shall not affect the Recipient's overall responsibility for the management of the project, and the Recipient shall reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement.

11. Non-Discrimination Clause

The Recipient agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Recipient agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement.

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Recipient will comply with the provision*s* of the Fair Employment and Housing Act (Government Code section 12990 *et seq*.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, section 10000 *et seq*.). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990 (a-f), set forth in Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Recipient will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

The Recipient agrees to require the same of all contractors and consultants retained to carry out activities under this Agreement.

12. Excise Tax

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

13. Disputes

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager, identified in Exhibit A, or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDFA Agreement Manager or designee must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

14. Termination for Convenience

This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

15. Termination for Cause

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach. If the breach is not cured to the satisfaction of the non-breaching party, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations. Timelines associated with notice and curing of material breaches shall be consistent with the timelines outlined in paragraph 17.

16. Acceptable Failure to Perform

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, the inability to obtain any required government approval to proceed, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, pandemics, or similar occurrences.

17. Breach

The parties may be in material breach under this Agreement if they fail to comply with any term of this Agreement, or a party determines that the other party is not implementing the Project in accordance with the provisions of this Agreement, or that a party has failed in any other respect to comply with the provisions of this Agreement. In the event of a material breach, the party identifying the breach shall provide a Notice of Material Breach to the breaching party within fifteen (15) calendar days upon discovery of breach. The breaching party shall have fifteen (15) calendar days from receipt of the notice to notify how it intends to cure the breach. Upon receipt of the proposed cure, the non-breaching party has fifteen (15) days to accept or reject the proposed cure. Upon the non-breaching party's approval of the cure, the breaching party has thirty (30) days to implement the cure. If the breaching party fails to cure the breach within thirty (30) days of the non-breaching party's approval of the cure, the non-breaching party may take the following respective actions:

A. CDFA may suspend payments;
B. CDFA may demand repayment of all funding;
C. Either party may terminate the Agreement
D. CDFA may debar Recipient; or
E. Either party may take any other action deemed necessary to recover costs.

The non-breaching party shall send a Notice of Failure to Cure Material Breach upon its decision to carry out any of these actions. These actions are effective upon issuance of the Notice of Failure to Cure Material Breach, unless the Recipient appeals a Notice of Failure to Cure Material Breach, in which case the effective date falls on the issuance of a final decision on the appeal.

Where CDFA notifies the Recipient of its decision to demand repayment pursuant to this paragraph, the funds that are subject to the demand shall be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

A Notification of Failure to Cure Material Breach may be appealed to CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received the Notice of Failure to Cure

and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to CDFA.LegalOffice@cdfa.ca.gov.

California Department of Food and Agriculture
Legal Office of Hearing and Appeals
1220 N Street
Sacramento, CA 95814

All notices, communications, and appeals described in this paragraph must be received in writing to be considered timely.

If CDFA notifies the Recipient of its decision to withhold the entire funding amount from the Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

18. Publicity and Acknowledgement

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material and in accordance with the Grant Procedures Manual if incorporated by reference and attachment to the Agreement. The Recipients may not use the CDFA logo.

19. News Releases/Public Conferences

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

20. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget, or the Project term, must be requested in writing to CDFA Grant Administrative Contact no less than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing within ten (10) business days as to whether the proposed changes are accepted.

21. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual if incorporated by reference to this Agreement as an attachment.

22. California State Auditor

This Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years after final payment under the Agreement.

23. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, sections 303, 311, 324.1 and 324.2.

24. Closeout

The Agreement will be closed out after the completion of the Project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

25. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. To the extent allowed by law, CDFA determines whether the information is releasable. Each party agrees to maintain such information as confidential and notify the other party of any requests for release of the information.

26. Amendments

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

27. Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

EXHIBIT C
PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.

C. Unless stated in the Scope of Work, quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.

D. Unless stated in the Scope of Work, a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked “Final Invoice” thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. Allowable Expenses and Fiscal Documentation

A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.

B. If mileage is a reimbursable expense, using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on IRS’s website regardless of funding source/type.

C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources (CalHR). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration (GSA).

D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.

E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

4. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA or offer to amend the Agreement to reflect the reduced amount.

EXHIBIT D

FEDERAL TERMS AND CONDITIONS

The Recipient and recipients of any subawards under this award, agree to comply with all applicable requirements of all Federal laws, executive orders, regulations, and policies governing this program, including but not limited to 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. For-profit organizations will be subject to 48 CFR Subpart 31. Recipients are responsible for identifying the federal regulations appropriate to their organization, consistently applying cost principles and ensuring contractors or consultants comply with applicable federal regulations.

1. Civil Rights

The Recipient must comply with civil rights and nondiscrimination standards pursuant to the following:

A. Civil Rights Act, 42 USC 2000, as implemented at 28 CFR Part 42;
B. Age Discrimination Act, 42 USC 6101, as implemented at 45 CFR Part 90;
C. Age Discrimination in Employment Act, 29 USC 621, as implemented at 29 CFR Part 1625;
D. Title IX of the Education Amendments of 1972, 20 USC 1681, as implemented at 45 CFR Part 86;
E. Section 504 of the Rehabilitation Act, 29 USC 791, as implemented at 28 CFR Part 41;
F. Executive Order (EO) 11246; and
G. Americans with Disabilities Act, (PL 101-366).

2. Labor Standards

The Recipient must comply with labor standards pursuant to the following:

A. Fair Labor Standards Act, 29 USC 207, as implemented at 29 CFR Part 500-899;
B. Davis-Bacon Act, 40 USC 3141-3148, as implemented at 29 CFR Parts 1, 3, 5, and 7; and
C. Contract Work Hours and Safety Standards Act, 40 USC 3701, as implemented at 29 CFR Part 5.

3. Environmental Standards

The Recipient must comply with environmental standards pursuant to the following:

A. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (PL 91-190) and EO 11514 as implemented at 7 CFR Part 1b;
B. Notification of violating facilities pursuant to EO 11738;
C. Protection of wetlands pursuant to EO 11990;
D. Evaluation of flood hazards in floodplains in accordance with EO 11988;
E. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 USC §§1451 *et seq*.);
F. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176 (c) of the Clean Air Act of 1955, as amended (42 USC §§7401 *et seq*.);
G. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (PL 93-523); and,
H. Protection of endangered species under the Endangered Species Act of 1973, as amended (PL 93-205).

4. Drug-Free Environment

The Recipient must comply with drug-free environment standards pursuant to §5151-5610 of the Drug-Free Workplace Act of 1988, as implemented by 2 CFR 421.

5. Restrictions on Lobbying and Political Activities

The Recipient must comply with lobbying restriction standards pursuant to the Limitations on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions, 31 USC 1352, as implemented at 2 CFR 418.

6. Officials Not to Benefit

The Recipient must ensure that no member of Congress be admitted to any share or part of this Agreement or to any benefit arising from it, in accordance with 41 USC 22.

7. Trafficking in Persons

The Recipient must comply with the provisions in 2 CFR Part 175, prohibiting trafficking in persons.

8. Intergovernmental Review

The Recipient must comply with intergovernmental review standards pursuant to the following:

A. Executive Order 12372, as implemented at 2 CFR 415; and
B. The Intergovernmental Cooperation Act of 1968, 31 USC 6501.

9. Confidentiality

The Recipient must comply with confidentiality standards pursuant to the following:

A. Freedom of Information Act, 5 USC 552, as implemented at 7 CFR Part 1; and
B. Privacy Act, 5 USC 552 (a).

10. Conservation in Procurement

The Recipient must comply with procurement standards pursuant to the Resource Conservation and Recovery Act, 42 USC 6962 and EO 12873, as implemented at 40 CFR Part 247.

11. Debarment, Suspension, Criminal or Civil Convictions

The Recipient and its principals must comply with debarment and suspension standards pursuant to the EO 12549, as implemented at 2 CFR 180 and 2 CFR 417.

The Recipient must provide immediate written notice to CDFA if at any time it learns that this certification was erroneous when made or has become erroneous by reason of changed circumstances and must require recipients of lower-tier covered transactions under this Agreement to similarly certify pursuant to EO 12549, as implemented by 2 CFR 180 and 2 CFR 417.

See www.sam.gov to determine debarment and suspension status.

12. Crimes and Prohibited Activities

The Recipient must comply with crimes and prohibited activities standards pursuant to the following:

A. Anti-Kickback (Copeland) Act, as implemented at 29 CFR Part 3.1;
B. False Claims Act, 31 USC 3729; and
C. Program Fraud Civil Remedies Act, 31 USC 3801-3812.

13. Biosafety in Laboratories

The Recipient must comply with laboratory biosafety standards pursuant to the following the *Biosafety in Microbiological and Biomedical Laboratories*, published jointly by the Centers for Disease Control and the National Institutes of Health.

14. Conflicts of Interest

The Recipient must comply with the conflict of interest standards pursuant to 2 CFR 400.2.

15. Inventions, Patents, Copyrights and Project Results

A. The Recipient must comply with invention and patent standards pursuant to the following:
   1. Patent Rights in Inventions Made with Federal Assistance, 35 USC 202-204, as implemented at 37 CFR Part 401 (Bayh-Dole Act and the Technology Transfer Commercialization Act of 2000) to ensure that inventions made are used in a manner to promote free competition and enterprise without unduly encumbering future research and discovery.
   2. The Plant Variety Protection Act, 7 USC 2321 *et seq*.

B. The Recipient may retain title to any invention conceived of or first actually reduced to practice using Federal funds provided Recipient does the following:
   1. Reports all subject inventions to CDFA;
   2. Makes efforts to commercialize the subject invention through patent or licensing;
   3. Formally acknowledges the Federal government's support in all patents that arise from the subject invention; and
   4. Formally grants the Federal government and CDFA a limited use license to the subject invention.

C. The Recipient may copyright any publications, data, or other copyrightable works developed using Federal funds provided it provides the Federal government and CDFA a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use the material, and agrees that the Federal government and CDFA may do so in cooperation with other public agencies.

D. The Recipient agrees that the results of this project may be published by the Federal government, CDFA or appropriate contractors or cooperators as mutually agreed.

16. Care and Use of Laboratory Animals

The Recipient must comply with the care and use of laboratory animal standards pursuant to the following:

A. Animal Welfare Act, 7 USC 2131, as implemented at 9 CFR, Sub Chapter A, Parts 1-4; and
B. Marine Mammal Protection Act, 16 USC 1361-1407.

17. Fly America Act

The Recipient must comply with the Fly America Act (49 USC 40118) as implemented at 41 CFR 301-10.131 to 301-10.143.

18. Motor Vehicle Safety

The Recipient must comply with seat belt use standards pursuant to the following:

A. Highway Safety Act of 1966 as amended (23 USC 402-403);
B. Occupational Safety and Health Act of 1970 as amended (29 USC 668);
C. Federal Property and Administrative Services Act of 1949 as amended (40 USC §101 *et seq*.)
D. Increasing Seat Belt Use in the United States (EO 13043).
E. Federal Leadership on Reducing Text Messaging While Driving (EO 13513).

19. Records Retention and Accessibility

The Recipient and its contractors must comply with the procedures and requirements regarding record retention and accessibility as contained in 2 CFR 200.333 – 200.337.

20. All Other Federal Laws

The Recipient must comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SCOPE OF WORK

AGREEMENT SPECIFICATIONS FOR STATE-COUNTY INSECT PEST DETECTION TRAPPING

Fiscal Year 2025-2026

Effective Agreement Period: July 1, 2025 through June 30, 2026

Pest Detection County Agreement Attachments Index:

1. Attachment A - Financial Plans
2. Attachment B – Pest Detection Trapping Guidelines
3. Attachment C – Commitment Form 60-221
4. Attachment D – Quality Control Plant Protocols
5. Attachment E – PEIR Management Practices and Mitigation Measures for Trapping
6. Attachment F – Tiering Strategy Checklist (if applicable)
7. Attachment G – Budget and Survey Quick Guide
8. Attachment H – Invoice Template

I. The California Department of Food and Agriculture (CDFA) shall:

A. Provide the attachments for the Financial Plans, Commitment Form 60-221, Quality Control Plant Protocols, PEIR Management Practices and Mitigation Measures for Trapping, Tiering Strategy Checklist, Budget and Survey Quick Guide, and Invoice templates following CDFA form instructions.

B. Provide all fruit fly, spongy moth, and Japanese beetle traps, trap parts and lures.

C. Provide technical assistance and training to county agricultural commissioner personnel on the use of traps and detection procedures.

D. Assist with and review the county's trapping programs annually for the purpose of establishing and approving the Commitment Form 60-221 (Attachment C).

E. Provide county trappers with trapping guidelines.
- Provide the Insect Trapping Guide (ITG) at: www.cdfa.ca.gov/go/ITG.
- Provide county specific pest detection trapping guidelines (Attachment B), expanding on the ITG in this pest detection agreement.

F. Provide annual training programs for county trapping supervisors and trappers as needed.

G. Provide quality control (QC) of the county trapping program via inspections and QC plants. The CDFA will use the current county Quality Control Planting (QCP)

protocol (Attachment D) to conduct inspections on county trapping programs. The QCP protocol is also available from the CDFA District Entomologist.

H. Contract an outside contractor who will dispose of Dibrom® treated wicks according to California Environmental Protection Agency (CalEPA) guidelines.

I. Provide training on management practices as they relate to the CDFA's Statewide Pest Prevention Program Final Programmatic Environmental Impact Report (PEIR) at least one week prior to any covered activity occurring.

J. Provide reimbursement of allowable expenses listed on the executed county cooperative agreement financial plans.

K. Provide guidance and clarification on the use of Report 1 from the online County Monthly Reporting (CMR) system.

II. The County Agricultural Commissioner shall:

A. Complete and submit financial plans (Attachment A), Commitment Form 60-221 (Attachment C), and Tiering Strategy Checklist (Attachment F, if applicable), following the CDFA form instructions. These documents must be submitted and approved by CDFA prior to payment of the first invoice.

B. Ensure the full county costs of the programs are provided on the financial plans. This is 100% of the county costs to complete the requested activities of this agreement. Please note that the full county costs will not necessarily be fully reimbursable by the CDFA. The total reimbursable cost by the CDFA is notated on the financial plans when submitted for execution. This information will also be provided to the counties for their records.

C. Hire and train county personnel as needed.

D. Provide and maintain county trapping vehicles.

E. Ensure that county supervisors and trapping personnel attend training provided by the CDFA District Entomologists.

F. Ensure that all trapping activities conform to the current version of the ITG.

1. Ensure that a copy of the current version of the ITG is kept in each county trapper's vehicle for reference.

2. Should there be a discrepancy between the Scope of Work or the enclosed Pest Detection Trapping Guidelines (Attachment B) and the ITG,

the Scope of Work and Pest Detection Trapping Guidelines must supersede the ITG.

G. Place and service the specified number of each trap type as indicated on the Trapping Hours Worksheet and Commitment Form 60-221 (Attachment C).

H. Ensure that all traps are properly identified with a unique trap number and accurately reflect servicing, baiting, and rebaiting dates. The unique trap numbering system is based upon the Statewide Trapping Grid, referenced here http://maps.cdfa.ca.gov/TrapBooks/MapBookHelp.pdf for software needs, links to the Map Books and GIS layers, and contacts for assistance.

1. The naming convention for the grid system is alphanumeric. Columns are Alpha (A – UW) and rows are Numeric (001 – 656). The grid name is the combination of column and row names. Naming starts in the northwest corner of the state and runs through the southeast. The remainder of the trap number consists of the quint or subgrid, trap type, and an intra-quint or intra-subgrid designation if more than one trap of that type is present or it is otherwise needed to track a trap that moves between quints. For example, trap EV241-S-OF1 is in grid EV241, south quint, trap type is oriental fruit fly, and it is designated as number “1” OF trap within that quint.

2. Ensure that the unique trap number is placed properly on all traps, along with accurate placement, servicing, baiting, and rebaiting dates, as appropriate. Requirements for the various trap types are as follows.

   a. Jackson trap – full trap number and servicing and rebaiting dates on outside.
   b. Jackson trap insert – full trap number, placement date, and trapper’s initials on non-sticky side.
   c. Delta trap – full trap number, servicing and rebaiting dates, and trapper’s initials on outside.
   d. Japanese beetle trap – full trap number and servicing and rebaiting dates on calendar card in cup of trap.
   e. ChamP™ trap – full trap number, servicing dates, and trapper’s initials on the top fold.
   f. Yellow panel trap – full trap number, placement date, and trapper’s initials on white backside when placing; note servicing dates on outside non-sticky margins.
   g. McPhail trap – full trap number and servicing dates on calendar card.

I. Ensure that all sticky traps (i.e., Jackson, ChamP™, yellow panel, and SM) inspected and removed from the field shall be screened for suspects a second time at the trapping office by a supervisor or other qualified staff before disposal. This should occur daily, but in any event must be done within a week of removal from the field.

J. Ensure that all suspect sterilized fruit flies (non-QC plants) from areas where such flies are not being released are brought to the attention of the CDFA District Entomologist and sent to the Plant Pest Diagnostic Center (PPDC) in Sacramento with an accompanying Pest and Damage Record (PDR). The PPDC is located at:

CDFA – Plant Pest Diagnostic Center
3294 Meadowview Road
Sacramento, CA 95832

K. Ensure that all county commitment traps are placed, serviced, maintained, and removed following the state trapping guides and that all data collected from these traps also follows the state trapping guides.

L. All counties generating Dibrom® treated wicks from methyl eugenol and cue-lure baited traps shall possess a Hazardous Waste Permanent State (HWPS) ID Number issued by the CalEPA, Department of Toxic Substance Control (DTSC) and shall possess a Certified Unified Program Agency (CUPA) permit from the applicable local CUPA agency. Counties will dispose of this hazardous waste using the PD/EP hazardous waste disposal contractor in accordance with CalEPA regulations and requirements.

M. Ensure that all activities are performed following the CDFA's management practices and any necessary mitigation measures as required and consistent with the CDFA's PEIR Management Practices and Mitigation Measures (Attachment E). A summarized list of pertinent practices and measures is attached. Complete the Tiering Strategy Checklist (Attachment F) prior to conducting trapping activities and mark any management practices and mitigation measures as required for each specific activity. The checklist, descriptions of the CDFA's management practices, and mitigation measures are found in PEIR Appendix C (PEIR, Appendix C, at http://www.cdfa.ca.gov/plant/peir/docs/final/Volume-3_Appendices_B-G.pdf), Mitigation Reporting Program at http://www.cdfa.ca.gov/plant/peir/docs/final/Volume-4_Appendices_H-P.pdf, and Findings of Fact at http://www.cdfa.ca.gov/plant/peir/docs/final/Findings-of-Fact-and-Overriding-Considerations.pdf. Complete the enclosed Tiering Strategy checklist templates for trapping for the core program by inserting Project Leader and County name where indicated by quote marks, and by inserting County number and name where indicated in the electronic file name. Submit each completed checklist along with the agreement. When the agreement ends, the County dates and signs a copy of each Tiering Strategy Checklist and sends that copy to the Invoice Team at cdfa.phpps_pdepb_county_invoices@cdfa.ca.gov.

N. Maintain a Daily Trapping Summary (DTS) Form 60-210 for each trapper. This form must be completed daily, signed by the individual who performed the work and submitted to the trapping supervisor. The current DTS (i.e., the DTS completed the day prior to a QC inspection) must be available for immediate review by the CDFA District Entomologist or designee conducting the QC

inspection. All DTS forms must be kept on file by the county for the CDFA Audits Office for three years. This form is available from the District Entomologist.

O. Complete a monthly Report 1 through the online CMR, documenting all traps deployed, added, removed, and serviced during the month. A servicing is an inspection of the trap for the presence of the target pest. Relocations are considered trap servicings. Do not count trap relocations as “removed” and then “added.” The form must be filled out and submitted online prior to submitting the monthly invoice. The Report 1 is found at: https://secure.cdfa.ca.gov/egov/crs/login.aspx

P. Provide one set of trapping records for all traps. This set must be in the form of either the "Trap Book” or electronic records, shall indicate the exact trap location using a site map and all information regarding trap placement, servicing, baiting, relocation and removal.

Q. Maintain an inventory of known host sites. The inventory shall be organized by square mile, contain the addresses of host properties traceable to the nearest cross street, and indicate all known hosts on that property. The inventory shall be updated yearly. Electric records or the multiple trap card system will suffice for this inventory. This inventory must be available for the trapper to use in the field daily.

R. Allow the CDFA personnel and/or federal officers to perform QC inspections on all county trap lines, including any county commitment trap lines. Also, follow any recommendations to address problems revealed through quality control inspections.

S. Allow the CDFA personnel and/or federal officers to accompany trappers and/or supervisors in the field. This will be credited as field training for county personnel.

T. Submit an electronic invoice (Attachment H) monthly to the Invoice Team at cdfa.phpps_pdepb_county_invoices@cdfa.ca.gov. The counties must use the provided invoice.

1. Submit monthly invoices 30 days after the last date the work was completed.

2. Reimbursement of the monthly invoice will not occur unless the Report 1 is completed and submitted.

3. All invoice charges for reimbursement must match expenses listed on the executed county Financial Plans. All expenses listed on a monthly invoice, must be itemized, and kept for three years in county records in the event of an audit (federal or state). Any expense that is not listed in the Financial Plan is considered unauthorized and will not be reimbursed by the CDFA. A Budget and Survey Quick Guide (Attachment G) shows the total

reimbursement cost CDFA must pay. Any cost over CDFA's reimbursable cost will not be paid. The Budget and Survey Quick Guide (Attachment G) can be used to assist in monthly invoicing.

4. The Invoice Template provided with the county cooperative agreement must be used and must contain the following:

    i. County name
    ii. Remit to address
    iii. Date of submittal
    iv. Invoice number
    v. Agreement name
    vi. Agreement number
    vii. Billing period
    viii. If revised, date revised invoice was submitted
    ix. The number of hours worked claimed on the invoice must match those documented on the Report 1.
    x. Invoices file names must follow the standard naming convention detailed below:

        County Name, Month of Service (ex: JUN, NOV, APR, FEB, etc.), Year of Service (last two digits 2025=25), Program Activity (ex: PD, ADD, CT, PD/ADD, PD/DELIM), Full Agreement #.

        Example: TulareJUN25PD20-1034-000-SF

5. Invoice amendments should be named using the same invoice naming convention, with the incorporation of 'REV' at the end. Amendments include invoice revisions due to adding/removing funds, adjusting any information in the invoice.

    Example: TulareJUN25PD20-1034-000-SF REV

6. All invoices, including invoice amendments, must be received within 120 days following the expiration date of the agreement. Invoices received more than 120 days after expiration of the agreement <u>will not be paid</u>.

7. Please submit the invoice as a PDF file, making sure the file does not have dark highlights. A low-resolution PDF file or dark highlights may make the numbers illegible and the invoice unacceptable to the CDFA Financial Services Branch. The invoice will be returned to the county for an updated invoice.

8. Payment will be made monthly, in arrears, upon receipt of the Report 1 and approval of the invoice.

9. Please note that the CDFA cannot reimburse for more than the total executed agreement amount. If funds have been exhausted, it is recommended to continue sending monthly invoices as this can be useful information for future county budget needs and cost allocations.

California Department of Food and Agriculture
Pest Detection County Agreements
Core Fruit Fly Financial Plan
FY 2025/2026
July 1, 2025 - June 30, 2026
Tehama County

A. Personnel Services - Fruit Fly (FF)

	Billable Hours
Detection Trapping Hours *(Total hours pulled from the Personnel Work Sheet)*	**246.00**
Non-Detection Trapping Hours *(Total hours pulled from Personnel Cost Work Sheet)*	**45.00**
Total Hours:	**291.00**
Subtotal Personnel Cost:	**$15,422.05**
Overhead: 25%	**$3,855.51**
Total Personnel Cost:	**$19,277.56**

B. Supplies *(Itemized such as trapping poles, office & field supplies, etc.)*

None	**$0.00**
Total Supplies Cost:	**$0.00**

C. Other Items of Expense *(Communications, IT Services, Subcontractor, etc.)*

None	**$0.00**
Total Other Items of Expense Cost:	**$0.00**

D. Mileage

	# of Vehicles	Est. Miles	Mileage Rates	Total Mileage Cost
County Vehicles	1.0	3,600.0	0.700	**$2,520.00**
State Vehicles	0.0	0.0	0.000	**$0.00**
Rental Vehicles	0.0	0.0	0.000	**$0.00**
Total Mileage Cost:				**$2,520.00**

Total FF Cost:	**$21,798.00**
***Total Agreement Amount CDFA will reimburse for Core FF Cost:**	**$9,215.00**

*The reimbursement amount includes the budget reduction to FF, SM, and JB Core agreement as referenced in the Pest Detection Advisory No. PD02-2025.

California Department of Food and Agriculture
Pest Detection County Agreements
Core Fruit Fly Personnel Worksheet
FY 2025/2026
July 1, 2025 - June 30, 2026
Tehama County

Personnel Costs - Fruit Fly (FF)					
Position Title	**Hourly Wage**	**Hourly Benefit Amount**	**Total Hourly Rate**	**Total Billable Hours to be Worked**	**Total Cost**
Detection Positions					
Ag/W&M Aide	$25.68	$17.28	$42.96	180.00	$7,732.80
Ag Bio I (step d)	$36.22	$24.38	$60.60	36.00	$2,181.60
Ag Bio I (step b)	$32.86	$22.12	$54.98	30.00	$1,649.40
			Detection Total:	**246.00**	**$11,563.80**
			THWS	**246.07**	
Non-Detection Positions					
Deputy Ag Commissioner	$53.83	$36.24	$90.07	25.00	$2,251.75
Office Assistant III	$30.40	$20.46	$50.86	10.00	$508.60
Assistant Ag Commissioner	$65.62	$44.17	$109.79	10.00	$1,097.90
			Non-Detection Total:	**45.00**	**$3,858.25**
				Total FF Personnel Cost:	**$15,422.05**

Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.

COMMENT: Non-Detection staff time spent processing specimens, second review of all traps, support, conference calls, meetings, public relations, etc. General management & clerical type duties, training, quality control, time keeping, invoicing, etc. Time alloted for data entry, traking gps coordinates, and weekly reporting.

California Department of Food and Agriculture
Pest Detection County Agreements
Core Spongy Moth Financial Plan
FY 2025/2026
July 1, 2025 - June 30, 2026
Tehama County

A. Personnel Services - Spongy Moth (SM)				
				Billable Hours
Detection Trapping Hours *(Total hours pulled from the Personnel Work Sheet)*				**446.00**
Non-Detection Trapping Hours *(Total hours pulled from Personnel Cost Work Sheet)*				**25.00**
			Total Hours:	**471.00**
			Subtotal Personnel Cost:	**$24,084.41**
			Overhead: 25%	**$6,021.10**
			Total Personnel Cost:	**$30,105.51**
B. Supplies *(Itemized such as trapping poles, office & field supplies, etc.)*				
None				**$0.00**
			Total Supplies Cost:	**$0.00**
C. Other Items of Expense *(Communications, IT Services, Subcontractor, etc.)*				
None				**$0.00**
			Total Other Items of Expense Cost:	**$0.00**
D. Mileage				
	# of Vehicles	**Est. Miles**	**Mileage Rates**	**Total Mileage Cost**
County Vehicles	1.0	2,848.0	0.700	**$1,993.60**
State Vehicles	0.0	0.0	0.000	**$0.00**
Rental Vehicles	0.0	0.0	0.000	**$0.00**
			Total Mileage Cost:	**$1,993.60**

Total SM Cost:	**$32,100.00**
***Total Agreement Amount CDFA will reimburse for Core Spongy Moth Cost:**	**$16,648.00**

*The reimbursement amount includes the budget reduction to FF, SM, and JB Core agreement as referenced in the Pest Detection Advisory No. PD02-2025.

California Department of Food and Agriculture
Pest Detection County Agreements
Core Spongy Moth Personnel Worksheet
FY 2025/2026
July 1, 2025 - June 30, 2026
Tehama County

Personnel Costs - Spongy Moth (SM)					
Position Title	**Hourly Wage**	**Hourly Benefit Amount**	**Total Hourly Rate**	**Total Billable Hours to be Worked**	**Total Cost**
Detection Positions					
Ag/W&M Aide	$25.68	$17.28	$42.96	246.00	$10,568.16
Ag Bio I (step d)	$36.22	$24.38	$60.60	100.00	$6,060.00
Ag Bio I (step b)	$32.86	$22.12	$54.98	100.00	$5,498.00
			Detection Total:	**446.00**	**$22,126.16**
			THWS	**445.50**	
Non-Detection Positions					
Deputy Ag Commissioner	$53.83	$36.24	$90.07	10.00	$900.70
Office Assistant III	$30.40	$20.46	$50.86	10.00	$508.60
Assistant Ag Commissioner	$65.62	$44.17	$109.79	5.00	$548.95
			Non-Detection Total:	**25.00**	**$1,958.25**
				Total SM Personnel Cost:	**$24,084.41**

Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.

COMMENT: Non-Detection staff time spent processing specimens, second review of all traps, support, conference calls, meetings, public relations, etc. General management & clerical type duties, training, quality control, time keeping, invoicing, etc. Time alloted for data entry, traking gps coordinates, and weekly reporting.

California Department of Food and Agriculture
Pest Detection County Agreements
Core Japanese Beetle Financial Plan
FY 2025/2026
July 1, 2025 - June 30, 2026
Tehama County

A. Personnel Services - Japanese Beetle (JB)				
				Billable Hours
Detection Trapping Hours *(Total hours pulled from the Personnel Work Sheet)*				**60.00**
Non-Detection Trapping Hours *(Total hours pulled from Personnel Cost Work Sheet)*				**14.00**
			Total Hours:	**74.00**
			Subtotal Personnel Cost:	**$4,073.98**
			Overhead: 25%	**$1,018.50**
			Total Personnel Cost:	**$5,092.48**
B. Supplies *(Itemized such as trapping poles, office & field supplies, etc.)*				
None				**$0.00**
			Total Supplies Cost:	**$0.00**
C. Other Items of Expense *(Communications, IT Services, Subcontractor, etc.)*				
None				**$0.00**
			Total Other Items of Expense Cost:	**$0.00**
D. Mileage				
	# of Vehicles	**Est. Miles**	**Mileage Rates**	**Total Mileage Cost**
County Vehicles	1.0	453.0	0.700	**$317.10**
State Vehicles	0.0	0.0	0.000	**$0.00**
Rental Vehicles	0.0	0.0	0.000	**$0.00**
			Total Mileage Cost:	**$317.10**

Total JB Cost:	**$5,410.00**
***Total Agreement Amount CDFA will reimburse for Core Japanese Beetle Cost:**	**$1,996.00**

*The reimbursement amount includes the budget reduction to FF, SM, and JB Core agreement as referenced in the Pest Detection Advisory No. PD02-2025.

California Department of Food and Agriculture
Pest Detection County Agreements
Core Japanese Beetle Personnel Worksheet
FY 2025/2026
July 1, 2025 - June 30, 2026
Tehama County

Personnel Costs - Japanese Beetle (JB)					
Position Title	**Hourly Wage**	**Hourly Benefit Amount**	**Total Hourly Rate**	**Total Billable Hours to be Worked**	**Total Cost**
Detection Positions					
Ag/W&M Aide	$25.68	$17.28	$42.96	40.00	$1,718.40
Ag Bio I (step d)	$36.22	$24.38	$60.60	20.00	$1,212.00
Ag Bio I (step b)	$32.86	$22.12	$54.98	0.00	$0.00
			Detection Total:	**60.00**	**$2,930.40**
			THWS	**59.81**	
Non-Detection Positions					
Deputy Ag Commissioner	$53.83	$36.24	$90.07	8.00	$720.56
Office Assistant III	$30.40	$20.46	$50.86	4.00	$203.44
Assistant Ag Commissioner	$65.62	$44.17	$109.79	2.00	$219.58
			Non-Detection Total:	**14.00**	**$1,143.58**
				Total JB Personnel Cost:	**$4,073.98**

Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.

COMMENT: Non-Detection staff time spent processing specimens, second review of all traps, support, conference calls, meetings, public relations, etc. General management & clerical type duties, training, quality control, time keeping, invoicing, etc. Time alloted for data entry, traking gps coordinates, and weekly reporting.

State of California
Department of Food and Agriculture
Plant Health and Pest Prevention Services
Pest Detection/Emergency Projects

County: **Tehama**

Fiscal Year: **2025-2026**

TRAPPING HOURS/YEAR WORKSHEET

TRAPPING SEASON for CORE PROGRAM

Table 1

Trap Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
MF					2	2	2	2	2	2		
MP												
OF					2	2	2	2	2	2		
ML						2	2	2	2	2		
CP garden												
CP rural												
CP rural res.												
SM						2	2	2	1			
JB						2	2	2	1			
	4	weekly servicings			2	biweekly servicings			1	monthly servicings		

Table 2 A: EFF

Trap Type	# of traps	x	serv/year*	=	serv/year/trap
MF	45.00	x	13.00	=	585.00
MP		x		=	0.00
OF	13.00	x	13.00	=	169.00
ML	13.00	x	10.83	=	140.79
CP garden		x		=	0.00
CP rural		x		=	0.00
CP rural res.		x		=	0.00
				Total:	894.79

NOTE: serv/year*. Insert figure from Servicings per Year sheet, 66_223A. For visual/sampling, enter # of visits per site.

Table 3 A: EFF

		Servicings/year /trap		Avg traps serve/hr		Hours/year		Hours/year plus 10%
FF	TOTAL:	895	÷	4.00	=	223.70	x1.1(10%	246.07
		(A)		(B)		(C)		(D)

Table 2 B: SM and JB

Trap Type	# of traps	x	serv/year*	=	serv/year/trap
SM	216.00	x	7.50	=	1,620.00
JB	29.00	x	7.50	=	217.50
				Total:	1,837.50

NOTE: serv/year*. Insert figure from Servicings per Year sheet, 66_223A. For visual/sampling, enter # of visits per site.

Table 3 B: SM and JB

		Servicings/year		Avg traps serve/hr		Hours/year		Hours/year plus 10%
SM	TOTAL:	1,620	÷	4.00	=	405.00	x1.1(10%	445.50
		(A)		(B)		(C)		(D)
JB	TOTAL:	218	÷	4.00	=	54.38	x1.1(10%	59.81
		(A)		(B)		(C)		(D)

B = Average # of traps serviced per hour - figure entered by person completing work sheet.
C = Hours/year - calculated electronically.
D = Hours/year plus 10% - calculated electronically. "D" represents the billable hours for the trapper(s) in the field and is applied to the work plan in the "Detection" section. In addition to the detection trapper hours, the financial plans also cover non-detection (supervisor, administrative, etc.) hours.

Form 66-223

PEST DETECTION TRAPPING GUIDELINES (#2)

No McPhail, North District, 6 months

1. Place all traps, except spongy moth (SM) and Japanese beetle (JB) (see below), beginning on the season start date (versus two weeks prior to the season start date). Remove traps at the last servicing for the season so that all traps have been removed at the end of the season (versus the two weeks after the season).

2. Place SM and JB traps beginning on or prior to the season start date (normally June 1). Remove all SM and JB traps after August 31, unless a different time period has been agreed upon with the District Entomologist.

3. Ensure that Jackson Mediterranean fruit fly (Medfly) traps, baited with trimedlure, are serviced every 14 days from July 1 through October 31, 2025, and from date of placement in 2026 (May 1 or later) through June 30.

4. Ensure that ChamP™ or yellow panel traps, baited with ammonium bicarbonate or ammonium carbonate, respectively, in rural areas are serviced once each month and relocated at each service from July 1 through October 31, 2025, and from date of placement in 2026 (May 1 or later) through June 30.

5. Ensure that Jackson oriental fruit fly traps, baited with methyl eugenol, are serviced every 14 days from July 1 through October 31, 2025, and from date of placement in 2026 (May 1 or later) through June 30.

6. Ensure that Jackson melon fly traps, baited with cue-lure, are serviced every 14 days from July 1 through October 31, 2025, and from date of placement in 2026 (May 1 or later) through June 30.

7. Ensure that SM and JB traps are serviced every 14 days from July 1 through August 31, 2025, and from June 15 through June 30, 2026, unless determined otherwise by the CDFA District Entomologist and noted on the Trapping Hours Worksheet (THWS) and Commitment Form (60-221).

8. Place and service any other traps or conduct any surveys as included on the THWS and Commitment Form.

State of California
Department of Food and Agriculture
Plant Health and Pest Prevention Services

Attachment C

PEST DETECTION/EMERGENCY PROJECTS FY 25/26

AGRICULTURAL COMMISSIONER	COUNTY
Thomas A Moss	Tehama
DETECTION SPECIALIST	DATE
Ryan Knight	2/4/2025

		Other COMMITMENT	Core COMMITMENT	TOTAL COMMITMENT
TRAPPING				
JACKSON TRAP - MEDFLY	MF	0	45	45
McPHAIL TRAP	MP	0	0	0
JACKSON TRAP - ORIENTAL FRUIT FLY	OF	0	13	13
JACKSON TRAP - MELON FLY	ML	0	13	13
CHAMP TRAP - Garden	CP	0	0	0
CHAMP TRAP - Rural	CP	0	0	0
CHAMP TRAP - Rural Residential	CP	0	0	0
SPONGY MOTH	SM	0	216	216
JAPANESE BEETLE	JB	0	29	29
Other Traps		0	0	0
		0	0	0
		0	0	0
		0	0	0
		0	0	0
		0	0	0
#		0	0	0

SPECIAL TRAPPING CONSIDERATIONS:

60-221 (REV 5/22)

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE
PEST DETECTION/EMERGENCY PROJECTS

PROTOCOL FOR CONDUCTING QUALITY CONTROL PLANTING OF DETECTION TRAPPING PROGRAMS

January 2020

Quality control planting (QCP) is a tool used by the California Department of Food and Agriculture (CDFA) to determine the trapper's ability to identify specific target insects that are placed inside traps in an actual trapping environment and to monitor compliance with protocols as outlined in the CDFA Insect Trapping Guide (ITG, https://www.cdfa.ca.gov/plant/PDEP/Insect_Trapping_Guide/index.html).

These guidelines may be revised. Should any revisions occur, County staff will be notified and provided revised guidelines prior to any changes taking effect.

Types of Plants

There are two types of plants: Training and General. Training plants are used to evaluate new trappers, and no more than two should occur per trapper for the duration of their employment. If two Training plants are given to the same trapper, the target pests and traps should be of different types (e.g., Medfly and Mexican fruit fly, Jackson and McPhail). All other plants are considered General plants, and are subject to the Missed Plant recommendations below.

Frequency

Frequent planting will ensure that all trappers have a variety of target insects planted in their traps over the course of the season. Planting may occur as often as monthly, especially for counties with five or more trappers. New trappers will be planted as soon as possible after they have started servicing traps, in order to identify and correct any issues as early as possible. All trappers in a program will be planted as equally as possible over the course of the season, so as not to unduly substantially bias planting towards one or more trappers.

Preparation

1. Seven target species are used in routine planting of detection and delimitation trap lines: Mediterranean fruit fly (MF), melon fly (ML), Mexican fruit fly (MX), oriental fruit fly (OF), spongy moth (SM), Japanese beetle (JB), and European grapevine moth (EGVM). Additional species may be used for specific projects.

2. Planting specimens are pre-marked as follows:

    a. Fruit flies are fluorescent-dyed at the rearing facilities, and have the right wing clipped at the tip under the direction of the District Entomologist. These flies have also been irradiated, so their reproductive organs will show signs of sterility.
    b. SMs and EGVMs display a red abdomen internally as the result of a red rearing diet.
    c. JBs have a mounting-pin hole through the sternum.

3. Trap type – QCP species correlation:

	TRAP	QCP
a.	McPhail, Multillure or ChamP	Any one of the target fly species: MF, ML, MX, OF
b.	Trimedlure Jackson	MF
c.	Cue-lure Jackson	ML
d.	Methyl eugenol Jackson	OF
e.	SM	SM
f.	JB	JB
g.	EGVM	EGVM

4. Only one specimen per trap will be planted.

5. Specimens which are the same species as that being released as part of a sterile release project will not be planted into traps either within the release area or within a one-mile buffer surrounding the release area.

6. All planting specimens will be in good condition, clearly showing distinguishing body parts.

7. Specimens are available to District Entomologists through the CDFA Statewide Trapping QC Coordinator or designee.

7. Upon receipt, the District Entomologist is responsible for their specimens' distribution, condition, proper reporting, and follow-up to any identified problems.

8. All specimens are stored in alcohol, with the exception of EGVM and SM, which are stored dry in a freezer.

9. Specimens are kept secured by being stored in locked cabinets, boxes, etc.

Planting Procedure

1. The District Entomologist, or designee, will notify the county trapping supervisor that planting will occur within a general timeframe. All involved parties shall maintain the confidential nature of this process and must not inform trappers that planting will be performed during that timeframe. Trapping supervisors and District Entomologists should promote the concepts that planting can be performed at any time during the trapping season and that trappers should always be on the alert for targeted insects, not only when they think planting is occurring.

2. Traps to be planted will be those scheduled to be serviced within three to four working days of the planting. This will reduce the possibility of plants being destroyed while in the traps.

3. Trap address will be verified and all other identifying descriptions of that trap will be checked for accuracy.

4. The planter shall carefully place the planted insect within the trap in a manner that will not damage the insect and that will allow for accurate identification by the trapper. Flies placed on sticky traps will be placed so that one wing adheres to the adhesive on the insert, and one or both wings should be in full view. SM and EGVM will be placed so that the tops of the wings are visible, and SM may be placed under the trap lip to ensure that

the entire trap is examined. Plants on dry traps will be placed on the sticky surface in full view, and not partially covered by debris or other larger insects. Plants will not be placed in traps which are compromised and not fully functional, such as sticky traps covered by debris or other larger insects, dried out McPhails, etc.

5. Immediately after placing an insect within a trap, the planter will complete the QC Plant Form (QCPF) at the location of the planting, double-checking to make sure that all relevant information is accurate. It is recommended that photos be taken of the trap and of the QC plant as documentation.

6. Sticky traps are required to be double-checked by someone other than the trapper prior to being discarded. Therefore, it is acceptable for QC plants to be placed onto sticky traps removed from the field for discard to determine the effectiveness of the second checker when double-checking those inserts. This procedure will only be performed by the District Entomologist or designee in the presence of the trapping supervisor. If the trapping supervisor serves as the second checker, the trapping supervisor's supervisor must be notified and participate, per the above procedure. For this type of plant, the QCPF is completed with the appropriate notations and "Discard" written in the Address column.

Reporting

At the end of each planting day, the planter will provide (via email, fax or in person) the completed QCPF to the county Agricultural Commissioner (or designee), the Statewide Trapping QC Coordinator, the QCP contact at PD/EP Headquarters, and the District Entomologist (if not the planter). The naming convention to be used for the report is: county number or state office initial as designated in the PDR system (e.g., Shasta County is 45, San Marcos PD/EP office is SM) - date [year (last 2 numbers) - month (2 numbers) - day) - planter's initials (e.g., rl for Ray Leclerc) – qcp (Quality Control Plant). As an example, 45200618rlqcp would be the QCP report for Shasta County on June 18, 2020 as performed by Ray Leclerc. For those counties, such as San Diego, which are partially trapped by the county and partially by one or more state offices, the county number will be used for county routes and the state office initial used for state routes.

Within two working days of the last date that planted insects should have been discovered and submitted, the trapping supervisor shall send a copy of the QCPF with the final status for each of the planted traps indicated to the District Entomologist. The District Entomologist will forward the QCPF to the Statewide Trapping QC Coordinator and to the QCP contact at PDEP Headquarters.

If any of the plants were missed, the Missed QC Plant Report shall be submitted by the trapping supervisor to the District Entomologist as soon as possible. The District Entomologist will send the information to the Statewide QC Coordinator and the QCP contact at PD/EP Headquarters within two working days of receiving all of the relevant information.

Statewide Trapping QC Coordinator:
Daren Harris
Daren.Harris@cdfa.ca.gov

QCP contact at PD/EP Headquarters:
Daren Harris
Daren.Harris@cdfa.ca.gov

Sample Submission

Routine QCP recoveries should not be sent to the CDFA Plant Pest Diagnostics Center (PPDC), provided that the trapping supervisor can confirm the presence of identifying QCP markings on the specimen (e.g., clipped wing, fluorescent dye, pin hole through the sternum, etc.) and the trap information matches that on the QCPF. Such recovered plants should be returned to the District Entomologist or designee, who will destroy them. It is critical that all recovered plants are returned for disposal.

In the event that the identity of the sample as a QCP is not 100% assured as outlined above, the trapping program will send the sample to the PPDC at the address below, accompanied by an electronic Pest and Damage Record (ePDR). Examples of less-than-100% assurance can include the presence of two specimens on one insert when the QCPF shows only one, the inability to confirm identifying QCP markings as described above, or discrepancy in the trap information. Such specimens shall be considered a possible wild suspect and should be submitted as a RUSH wild A-rated suspect would be submitted (see ITG). In addition, in the "Remarks" section of the ePDR, state the following: "Questionable QC Planted Insect". Include the reason for the uncertainty in this section (e.g., "Two specimens on insert, one specimen known to be a plant." or "possible plant but lacking any marked features – no clipped wing", etc.). Report any such specimens to the District Entomologist immediately.

Send suspects to: Entomology Lab
CDFA Plant Pest Diagnostics Center
3294 Meadowview Road
Sacramento, CA 95832-1448
Phone: 916-262-1100

Missed Plant

Any missed plants will require the trapping supervisor to visit the subject trap location as soon as possible to determine if the plant is still in the trap and if it is in recognizable condition. A trapper who misses a plant shall be immediately retrained in target pest identification by the trapping supervisor, and will be re-planted within two weeks of the retraining session. The re-plant of a missed training plant is considered a general plant; i.e., it is not a second training plant.

In the event that the missed plant is determined by the District Entomologist to not be the fault of the trapper (e.g., plant missing from trap or plant damaged beyond recognition), this situation will be noted on the QCPF as "MNFT" (Missed Not Fault of Trapper) in the "Status" column. MNFT specimens will not be reported on the Missed QC Plant Report and do not count towards employee evaluations.

Trappers will be recommended for removal from the trapping program if they miss non-training planted insects in the following numbers during a 12-month period, starting on the date of the first miss.

1. **Fruit Flies or EGVM: Three (in any combination)**

2. **SM or JB: Two, or one plus any other insect (in any combination)**

Consequences of missing plants from a sticky trap that was double-checked will be reviewed and evaluated on an individual basis.

Missed training plants and MNFTs will not be counted against a program's overall percent-recovered rating.

PEIR Management Practices (MP) and Mitigation Measures (MM)
For Trapping

January 2022

MP-SPRAY-2: Properly clean and calibrate all equipment to apply chemicals uniformly and in the correct quantities.

- Use dedicated specific equipment for specific products when appropriate.
- Ensure equipment is cleaned properly per the manufacturer's specifications and any pesticide label directions.

MP-SPRAY-3: Follow pesticide application laws and regulations, and label directions.

- Comply with Pesticide label.
- Be aware of any regulations or internal procedures before application.
- Use appropriate application methods and rates.
- Mix and load chemicals in areas where spills can be contained. Limit mixing and loading in the field.

MP-SPRAY-6: Clean equipment and dispose of rinse water per label directions.

- Rinse equipment according to manufacturer's label instructions.
- Discharge rinse water only in areas that are part of the application site or at a certified waste treatment facility.
- Dispose of surplus chemicals and containers according to label instructions.

MP-SPRAY-7: Follow appropriate product storage procedures.

- Ensure proper storage of all pesticides per label instructions.
- Ensure all pesticides removed from their original container are properly sealed for use within a service container.
- Seal all service containers within a tool box.
- Lock tool boxes when unattended.

MP-GROUND-3: Train personnel in proper use of pesticides.

- Conduct training for personnel in the safe and proper mixing, loading, and application of pesticides, in compliance with both federal and State pesticide regulations and the product label.

MP-HAZ-1: Implement a Spill Contingency Plan.

- Contain spill immediately to minimize the risk of further pesticide exposure to people, animals, and the environment.
- Be prepared to respond to pesticide spills.
- Provide clean-up of small spills (50 gallons or less) and properly dispose of residual materials.For larger spills notify the Chemical Transportation Emergency Center at 800-424-9300.
- Follow instructions for First Aid Measures as listed on the Material Safety Data Sheet.
- Call an ambulance in the event of a spill involving severe personal injury.
- Remove anyone exposed to pesticides to a safe location. If applicable, remove their clothing and wash contaminated skin with soap and water.
- Do not move a seriously injured person unless it is absolutely essential because of the risk of further injury.

- Do not leave injured or incapacitated persons until proper medical assistance arrives.
- Provide a pesticide label and/or material safety data sheet for medical personnel.
- For any spill incident, contact the California State Warning Center / Governor's Office of Emergency Services at 916-845-8911 or warning.center@oes.ca.gov.
- Call the fire department and notify department personnel of the presence of pesticides for a spill involving fire, if a fire hazard exists. Eliminate all sources of ignition (electric motors, gasoline engines, or smoking) to prevent fire or explosion.
- Contact the California Highway Patrol by calling 911 for a spill occurring on a highway.
- Call local police or the county sheriff for a spill occurring off-road.
- For minor spills of 50 gallons or less:
  - Wear rubber boots, coveralls, rubber gloves, and eye protection.
  - Confine the leak or spill to the smallest area possible by using natural terrain, soil, or absorbent material.
  - Shovel contaminated material into a leak-proof container.
  - Do not hose down the area.
  - Work carefully and safely; do not hurry.
  - Dispose contaminated material in the same manner as for excess pesticides or hazardous wastes.
- For major spills of 50 gallons or more:
  - Follow the steps listed for all above and include the additional number below.
  - If the spill is too big, or uncertainty exists as to the appropriate action, notify the Chemical Transportation Emergency Center at 800-424-9300.

MP-HAZ-2: Use a safety and cleanup materials checklist.

- Follow a checklist for safety and cleanup materials to accompany mixing-loading vehicles during treatment activities, which should include the following:
  - For Safety: a first-aid kit; a fire extinguisher (516, type A-B-C), and goggles.
  - For Clean-up: one shovel, large heavy-duty plastic bags, rubber boots, disposable coveralls, water, rubber gloves, a broom and dust pan, liquid detergent, several bags of "kitty litter" or other absorbent materials.

MP-HAZ-3: Implement decontamination.

- Decontaminate paved surfaces per site specific protocols and Accidental Release Measures on the Material Safety Data Sheet.
- Shovel contaminated material into a leak-proof metal drum for final disposal.

MP-HAZ-4: Follow appropriate disposal procedures.

- Dispose all materials that have been contaminated by spillage or exposed to large volumes of pesticides, including cloth, soil, and wood that cannot be decontaminated, in the same manner as done for excess pesticides.
- Store contaminated absorbent material and materials that cannot be

decontaminated in a leak-proof container and dispose the container at a Class I landfill.

Mitigation Measure HAZ-GEN-4a: Determine Potential for Hazardous Materials Exposure.

- Before conducting any activities under the Proposed Program, CDFA staff (or the entity conducting the activity) shall determine whether the potential exists for the activity, based on its characteristics and location, to result in exposure to existing sites of hazardous materials contamination.

Mitigation Measure HAZ-GEN-4b: Conduct a Hazardous Materials Records Search before Beginning Proposed Program Activities at a Given Site.

- If exposure to hazardous materials contamination is determined to be a possibility, before conducting the activity under the Proposed Program, CDFA staff (or the entity conducting the activity) shall search the EnviroStor database to identify any area that may be on sites containing known hazardous materials. If hazardous sites are encountered, CDFA shall coordinate with the property owners and/or site managers, and regulatory agencies with jurisdiction over these sites for proper protocols to follow to protect worker health and safety. At a minimum, these protocols shall ensure that workers are not subjected to unacceptable health risk or hazards, as determined by existing regulations and standards that have been developed to protect human health.

Mitigation Measure HAZ-GEN-4c: Stop work and implement hazardous materials investigations/ remediation for contamination health risks.

- In the event that during the activity, previously unknown hazardous materials not related to the Proposed Program are encountered that may pose a health risk to those implementing Proposed Program activities, all activities will stop and CDFA (or the entity conducting the activity) shall consult the landowner and appropriate agencies to determine the extent of the hazardous material and determine what safety protocols need to be implemented to continue Proposed Program activities. At a minimum, these protocols will ensure that workers are not subjected to unacceptable health risk or hazards, as determined by existing regulations and standards that have been developed to protect human health.

Mitigation Measure HAZ-CHEM-1a: Conduct Public Information Sessions Regarding Pesticide Safety Practices.

- CDFA shall continue to work with CDPR and CACs to conduct public information sessions in the local communities where Proposed Program chemical management activities are proposed to be conducted. The focus will be on educating residents whose properties are being treated or who live in proximity to areas being treated on MPs for pesticide applications, including an emphasis on notification, signage, re-entry periods, potential adverse health effects, and how to seek proper help if an accident is suspected. As necessary, sessions will be conducted or translated in a language understood by the target audience, such as Spanish.

Mitigation Measure HAZ-CHEM-1b: Conduct Training Sessions and Prepare Educational Materials Regarding Safe Handling and Application of Pesticides.

- CDFA shall continue training sessions for its staff and contractors

regarding safe pesticide handling and application.

- In addition, for quarantine areas, CDFA shall include materials in its compliance agreements with regulated entities (e.g., growers) with information for pesticide applicators and agricultural workers regarding MPs for pesticide applications, including an emphasis on notification, signage, re-entry periods, potential adverse health effects, and how to seek proper help if an accident is suspected. A regulated entity is defined as someone who has to comply with the quarantine requirements in order to move their products outside of the regulated area. This may include but not be limited to growers, nurseries, and commodity shippers. The compliance agreements will require that regulated entities distribute these materials to applicators and workers.
- As necessary, all materials will be presented in a language understood by the target audience, such as Spanish.

Mitigation Measure HAZ-CHEM-3: Require Compliance with the Proposed Program's Authorized Chemical Application Scenarios.

- CDFA shall require Proposed Program staff and contractors to conduct chemical applications in a manner consistent with the Proposed Program's authorized chemical application scenarios, resulting in acceptable human health risk as described in Chapter 2, Proposed Program Description and the HHRA (Appendix B). Deviations from the authorized chemical application scenarios may be allowed if:
    - An evaluation is conducted pursuant to the CEQA Tiering Strategy (Appendix C), which concludes that the alternative scenario will not exceed the level of concern for any receptor; or
    - A certified industrial hygienist concludes that the alternative scenario will not result in risk exceeding the level of concern for any potential receptor, and the scenario is implemented by a licensed or certified applicator. This conclusion may be based on site-specific factors that minimize potential for exposure, absence of a particular receptor, use of additional or different PPE, or monitoring of the exposure, such as regular blood tests to ensure blood concentrations in the exposed individuals are below the risk threshold.
    - The results of the evaluation or hygienist's conclusions will be documented, along with any monitoring results.
    - CDFA will conduct training for its staff and contractors on these approaches. CDFA also will require adherence to these scenarios by including requirements in contractual agreements, such as compliance agreements (for quarantines), permits (e.g., for movement of certain materials outside quarantine areas), contracts (e.g., with CDFA contractors), or other similar means.

Attachment 1 - Tiering Strategy Checklist

Start Date:	July 1, 2025
Project Leader:	Thomas A Moss
Description of Activity:	Jackson traps (contain trimedlure, methyl eugenol and dibrom, or cue-lure and dibrom), McPhail traps (contain torula yeast), and ChamP or yellow panel traps (contain ammonium bicarbonate or carbonate) hung in or near host plants during the prescribed trapping season. Residents notified at time of placement.
Activity Surroundings (Residential, agriculture, mixed use, other regulated entities):	Exotic fruit fly trapping conducted within the whole of ~~San Bernardino~~ Tehama County. Property types are various (residential, agriculture, mixed use, undeveloped) and have fruit fly host plants on or near them.

Part A

	Response	Justification/Rationale
Is the proposed activity under CDFA's discretion?	Yes	Detect exotic fruit flies.
Is the activity described in the PEIR?	Yes	(If the Response is "Partially" or "No" skip to Part C) PEIR section 3.4.16

Part B

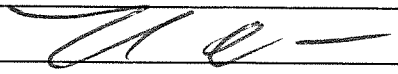
	Check Applicable Requirements
General Requirements	
Conduct activity as described in Chapters 2 and 3 of PEIR	✓
Include applicable PEIR requirements in Compliance Agreements with regulated entities, based on the activities the regulated entities may conduct in response to quarantine	

Activity Site Specific Review		
Database	**Date Reviewed**	**Mitigation If Any**
California Natural Diversity Database	N/A	
303(d) List of Impaired Waters	N/A	
EnviroStor Hazardous Site	N/A	

	Check Applicable Requirements
Management Practices	
MP-SPRAY-1: Conduct a Site Assessment	
MP-SPRAY-2: Properly clean and calibrate all equipment to apply chemicals uniformly and in the correct quantities	✓
MP-SPRAY-3: Follow pesticide application laws and regulations, and label directions	✓
MP-SPRAY-4: Apply chemicals only under favorable weather conditions	
MP-SPRAY-5: Follow integrated pest management and drift reduction techniques	
MP-SPRAY-6: Clean equipment and dispose of rinse water per label directions	✓
MP-SPRAY-7: Follow appropriate product storage procedures	✓
MP-AERIAL-1: Use appropriate aerial spray treatment procedures	
MP-GROUND-1: Follow appropriate ground-rig foliar treatment procedures	
MP-GROUND-2: Follow appropriate low-pressure backpack treatment procedures	
MP-GROUND-3: Train personnel in proper use of pesticides	✓
MP-GROUND-4: Enforce runoff and drift prevention	
MP-HAZ-1: Implement a Spill Contingency Plan	✓
MP-HAZ-2: Use safety and cleanup materials checklist	✓
MP-HAZ-3: Implement decontamination	✓
MP-HAZ-4: Follow appropriate disposal procedures	✓
Mitigation Measures	
Mitigation Measure BIO-CHEM-2: CDFA will obtain technical assistance from USFWS, CDFW and NMFS to identify site-specific buffers and other measures to protect habitats utilized by special-status species	
Mitigation Measure HAZ-GEN-4a: Determine Potential for Hazardous Materials Exposure	✓
Mitigation Measure HAZ-GEN-4b: Conduct a Hazardous Materials Records Search before Beginning Proposed Program Activities at a Given Site	✓
Mitigation Measure HAZ-GEN-4c: Stop work and implement hazardous materials investigations/ remediation for contamination health risks	✓
Mitigation Measure HAZ-CHEM-1a: Conduct Public Information Sessions Regarding Pesticide Safety Practices	✓
Mitigation Measure HAZ-CHEM-1b: Conduct Training Sessions and Prepare Educational Materials Regarding Safe Handling and Application of Pesticides	✓
Mitigation Measure HAZ-CHEM-3: Require Compliance with the Proposed Program's Authorized Chemical Application Scenarios	✓
Mitigation Measure NOISE-PHYS-1: Conduct Activities during the Daytime	
Mitigation Measure WQ-CHEM-2: Track Emerging Water Quality Standards and Implement Additional Mitigation as Appropriate	
Mitigation Measure WQ-CHEM-5: Require Implementation of Proposed Program MPs as Part of Compliance Agreements	
Mitigation Measure WQ-CUM-1: Identify whether Proposed Program Pesticide Applications May Occur in Proximity to Impaired Waterbodies, and Implement Appropriate MPs	

Part C

	Y/N	Justification/Rationale
Step 1		
Is the Activity substantially similar to that considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a management practice that was not included in the PEIR is being considered, would it be equivalent or more effective to the management practice originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a mitigation measure that was not included in the PEIR is being considered, would it be equivalent or more effective to the mitigation measure originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
Would the activity result in potentially significant impacts which were not considered in the PEIR, not considered to be significant in the PEIR, or would be substantially more significant than disclosed in the PEIR?		(If yes go to Step 3, if no go to Step 2)
Step 2	Attach supporting documentation for determination, and CEQA Addendum, as applicable	
Step 3	Attach tiered CEQA document, and identify additional requirements from that document	

Confirmation of Implementation (following completion of activity)	
Project Leader Name:	Thomas A Moss
Signature*:	
End Date:	June 30, 2026

*This signature confirms that all applicable requirements identified on this checklist and related documentation has been properly implemented.

Attachment 1 - Tiering Strategy Checklist

Start Date:	July 1, 2025
Project Leader:	Thomas A Moss
Description of Activity:	Spongy moth traps (contain disparlure) hung in or near host plants during the prescribed trapping season. Residents notified at time of placement.
Activity Surroundings (Residential, agriculture, mixed use, other regulated entities):	Spongy moth trapping conducted within the whole of "~~insert County name here~~ Tehama" County. Property types are various (residential, agriculture, mixed use, undeveloped) and have spongy moth host plants on or near them.

Part A

	Response	Justification/Rationale
Is the proposed activity under CDFA's discretion?	Yes	Detect spongy moth.
Is the activity described in the PEIR?	Yes	(If the Response is "Partially" or "No" skip to Part C) PEIR section 3.4.19

Part B

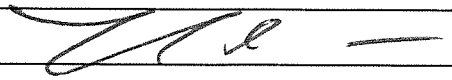
	Check Applicable Requirements
General Requirements	
Conduct activity as described in Chapters 2 and 3 of PEIR	✓
Include applicable PEIR requirements in Compliance Agreements with regulated entities, based on the activities the regulated entities may conduct in response to quarantine	
Activity Site Specific Review	

Database	Date Reviewed	Mitigation If Any
California Natural Diversity Database	N/A	
303(d) List of Impaired Waters	N/A	
EnviroStor Hazardous Site	N/A	

	Check Applicable Requirements
Management Practices	
MP-SPRAY-1: Conduct a Site Assessment	
MP-SPRAY-2: Properly clean and calibrate all equipment to apply chemicals uniformly and in the correct quantities	✓
MP-SPRAY-3: Follow pesticide application laws and regulations, and label directions	✓
MP-SPRAY-4: Apply chemicals only under favorable weather conditions	
MP-SPRAY-5: Follow integrated pest management and drift reduction techniques	
MP-SPRAY-6: Clean equipment and dispose of rinse water per label directions	✓
MP-SPRAY-7: Follow appropriate product storage procedures	✓
MP-AERIAL-1: Use appropriate aerial spray treatment procedures	
MP-GROUND-1: Follow appropriate ground-rig foliar treatment procedures	
MP-GROUND-2: Follow appropriate low-pressure backpack treatment procedures	
MP-GROUND-3: Train personnel in proper use of pesticides	✓
MP-GROUND-4: Enforce runoff and drift prevention	
MP-HAZ-1: Implement a Spill Contingency Plan	✓
MP-HAZ-2: Use safety and cleanup materials checklist	✓
MP-HAZ-3: Implement decontamination	✓
MP-HAZ-4: Follow appropriate disposal procedures	✓
Mitigation Measures	
Mitigation Measure BIO-CHEM-2: CDFA will obtain technical assistance from USFWS, CDFW and NMFS to identify site-specific buffers and other measures to protect habitats utilized by special-status species	
Mitigation Measure HAZ-GEN-4a: Determine Potential for Hazardous Materials Exposure	✓
Mitigation Measure HAZ-GEN-4b: Conduct a Hazardous Materials Records Search before Beginning Proposed Program Activities at a Given Site	✓
Mitigation Measure HAZ-GEN-4c: Stop work and implement hazardous materials investigations/ remediation for contamination health risks	✓
Mitigation Measure HAZ-CHEM-1a: Conduct Public Information Sessions Regarding Pesticide Safety Practices	✓
Mitigation Measure HAZ-CHEM-1b: Conduct Training Sessions and Prepare Educational Materials Regarding Safe Handling and Application of Pesticides	✓
Mitigation Measure HAZ-CHEM-3: Require Compliance with the Proposed Program's Authorized Chemical Application Scenarios	✓
Mitigation Measure NOISE-PHYS-1: Conduct Activities during the Daytime	
Mitigation Measure WQ-CHEM-2: Track Emerging Water Quality Standards and Implement Additional Mitigation as Appropriate	
Mitigation Measure WQ-CHEM-5: Require Implementation of Proposed Program MPs as Part of Compliance Agreements	
Mitigation Measure WQ-CUM-1: Identify whether Proposed Program Pesticide Applications May Occur in Proximity to Impaired Waterbodies, and Implement Appropriate MPs	

Part C

	Y/N	Justification/Rationale
Step 1		
Is the Activity substantially similar to that considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a management practice that was not included in the PEIR is being considered, would it be equivalent or more effective to the management practice originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a mitigation measure that was not included in the PEIR is being considered, would it be equivalent or more effective to the mitigation measure originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
Would the activity result in potentially significant impacts which were not considered in the PEIR, not considered to be significant in the PEIR, or would be substantially more significant than disclosed in the PEIR?		(If yes go to Step 3, if no go to Step 2)
Step 2	Attach supporting documentation for determination, and CEQA Addendum, as applicable	
Step 3	Attach tiered CEQA document, and identify additional requirements from that document	

Confirmation of Implementation (following completion of activity)	
Project Leader Name:	Thomas A Moss
Signature*:	
End Date:	June 30, 2026

*This signature confirms that all applicable requirements identified on this checklist and related documentation has been properly implemented.

Attachment 1 - Tiering Strategy Checklist

Start Date:	July 1, 2025
Project Leader:	Thomas A Moss
Description of Activity:	Japanese beetle traps (contain Japonilure, phenethyl propionate, eugenol, and geraniol) hung in or near host plants during the prescribed trapping season. Residents notified at time of placement.
Activity Surroundings (Residential, agriculture, mixed use, other regulated entities):	Japanese beetle trapping conducted within the whole of "~~insert County name here~~" Tehama County. Property types are various (residential, agriculture, mixed use, undeveloped) and have Japanese beetle host plants on or near them.

Part A

	Response	Justification/Rationale
Is the proposed activity under CDFA's discretion?	Yes	Detect Japanese beetle.
Is the activity described in the PEIR?	Yes	(If the Response is "Partially" or "No" skip to Part C) PEIR section 3.4.20

Part B

	Check Applicable Requirements
General Requirements	
Conduct activity as described in Chapters 2 and 3 of PEIR	✓
Include applicable PEIR requirements in Compliance Agreements with regulated entities, based on the activities the regulated entities may conduct in response to quarantine	
Activity Site Specific Review	

Database	Date Reviewed	
California Natural Diversity Database	N/A	
303(d) List of Impaired Waters	N/A	
EnviroStor Hazardous Site	N/A	

	Check Applicable Requirements
Management Practices	
MP-SPRAY-1: Conduct a Site Assessment	
MP-SPRAY-2: Properly clean and calibrate all equipment to apply chemicals uniformly and in the correct quantities	✓
MP-SPRAY-3: Follow pesticide application laws and regulations, and label directions	✓
MP-SPRAY-4: Apply chemicals only under favorable weather conditions	
MP-SPRAY-5: Follow integrated pest management and drift reduction techniques	
MP-SPRAY-6: Clean equipment and dispose of rinse water per label directions	✓
MP-SPRAY-7: Follow appropriate product storage procedures	✓
MP-AERIAL-1: Use appropriate aerial spray treatment procedures	
MP-GROUND-1: Follow appropriate ground-rig foliar treatment procedures	
MP-GROUND-2: Follow appropriate low-pressure backpack treatment procedures	
MP-GROUND-3: Train personnel in proper use of pesticides	✓
MP-GROUND-4: Enforce runoff and drift prevention	
MP-HAZ-1: Implement a Spill Contingency Plan	✓
MP-HAZ-2: Use safety and cleanup materials checklist	✓
MP-HAZ-3: Implement decontamination	✓
MP-HAZ-4: Follow appropriate disposal procedures	✓
Mitigation Measures	
Mitigation Measure BIO-CHEM-2: CDFA will obtain technical assistance from USFWS, CDFW and NMFS to identify site-specific buffers and other measures to protect habitats utilized by special-status species	
Mitigation Measure HAZ-GEN-4a: Determine Potential for Hazardous Materials Exposure	✓
Mitigation Measure HAZ-GEN-4b: Conduct a Hazardous Materials Records Search before Beginning Proposed Program Activities at a Given Site	✓
Mitigation Measure HAZ-GEN-4c: Stop work and implement hazardous materials investigations/ remediation for contamination health risks	✓
Mitigation Measure HAZ-CHEM-1a: Conduct Public Information Sessions Regarding Pesticide Safety Practices	✓
Mitigation Measure HAZ-CHEM-1b: Conduct Training Sessions and Prepare Educational Materials Regarding Safe Handling and Application of Pesticides	✓
Mitigation Measure HAZ-CHEM-3: Require Compliance with the Proposed Program's Authorized Chemical Application Scenarios	✓
Mitigation Measure NOISE-PHYS-1: Conduct Activities during the Daytime	
Mitigation Measure WQ-CHEM-2: Track Emerging Water Quality Standards and Implement Additional Mitigation as Appropriate	
Mitigation Measure WQ-CHEM-5: Require Implementation of Proposed Program MPs as Part of Compliance Agreements	
Mitigation Measure WQ-CUM-1: Identify whether Proposed Program Pesticide Applications May Occur in Proximity to Impaired Waterbodies, and Implement Appropriate MPs	

Part C

	Y/N	Justification/Rationale
Step 1		
Is the Activity substantially similar to that considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a management practice that was not included in the PEIR is being considered, would it be equivalent or more effective to the management practice originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a mitigation measure that was not included in the PEIR is being considered, would it be equivalent or more effective to the mitigation measure originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
Would the activity result in potentially significant impacts which were not considered in the PEIR, not considered to be significant in the PEIR, or would be substantially more significant than disclosed in the PEIR?		(If yes go to Step 3, if no go to Step 2)
Step 2	Attach supporting documentation for determination, and CEQA Addendum, as applicable	
Step 3	Attach tiered CEQA document, and identify additional requirements from that document	

Confirmation of Implementation (following completion of activity)	
Project Leader Name:	Thomas A Moss
Signature*:	
End Date:	June 30, 2026

*This signature confirms that all applicable requirements identified on this checklist and related documentation has been properly implemented.

Budget and Survey Quick Guide

Pest Detection County Agreements

Budget summary guide of the fund source breakdown.

County: Tehama

FY: 25/26

Total Agreement Amount CDFA will reimburse $ 27,859.00

Funding Sources	CORE Costs			Total	%
	Fruit Fly	Spongy Moth	Japanese Beetle		
Federal Funds	$ 5,862.00	$ 2,312.00	$ -	$ 8,174.00	29.34%
State Funds	$ 3,353.00	$ 14,336.00	$ 1,996.00	$ 19,685.00	70.66%
Totals	**$ 9,215.00**	**$ 16,648.00**	**$ 1,996.00**	**$ 27,859.00**	**100%**

The **Total Agreement Amount CDFA will reimburse** for is the total cost CDFA may reimburse the counties. Any costs exceeding this total will not be paid.

The **Funding sources** give a summary of the funding costs CDFA uses to reimburse county monthly billing. Each fund source listed comes from separate pots of money. Once each fund source is exhausted, no more funds can be reimbursed through that specific fund source. Counties must not exceed the total individual costs listed above for each activity and fund source.

Budget and Survey Quick Guide
Pest Detection County Agreements

County: Tehama
FY: 25/26

Survey Summary Guide: This form is to aid in billing and invoicing

Disclaimer: Refer to contract for full survey details. Does not include EFF, SM and JB Additional Extended Season Traps

Survey type	MF	MP	OF	ML	CP gard	CP rural	CP rural res.	Total EFF	SM	JB
Core	45	0	13	13	0	0	0	**71**	**216**	**29**
Other								**0**		
Total trap/site surveyed/Mo	45	0	13	13	0	0	0	71	216	29
Servicing/trap/Mo	2.17		2.17	2.17					**2.17**	**2.17**
Servicings/Mo	97.7	0	28.2	28.2	0	0	0	154.1	469	62.9

TRAPPING SEASON for CORE PROGRAM

Trap Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
MF					2	2	2	2	2	2		
MP												
OF					2	2	2	2	2	2		
ML						2	2	2	2	2		
CP garden												
CP rural												
CP rural res.												
SM						2	2	2	1			
JB						2	2	2	1			

4 weekly servicings 2 biweekly servicings 1 monthly servicings

Invoice Month/Year: _____

SUBMIT MONTHLY TO: cdfa.phpps_pdepb_county_invoices@cdfa.ca.gov

STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE
PLANT HEALTH AND PEST PREVENTION SERVICES
Pest Detection Emergency Projects Branch
1220 N STREET
SACRAMENTO CA 95814

REMIT PAYMENT TO: (County Address)

Accounting use only:

Agreement/Program Name:	
Agreement Number:	
Agreement Amount:	

For State Use Only

Accounting use only:

Date:		
County:		
Amount Billed to Date:		
Invoice #		
Revision Date:		
Billing Period:	**From:**	**To:**

CORE Costs

	Total Hours	**Total Costs**
Personnel Expenses		
Detection Activities	0.00	$ -
Non-Detection Activities	0.00	$ -
Indirect Rate	25%	$ -
Operating Expenses		$ -
Sub-Contracting Expenses		$ -
Mileage Expenses		$ -
Grand Total	**0.00**	**$ -**

PDEP County Agreements Required		
Trap Activity	**%**	**Cost**
Core Cost		
Fruit Flies	0.000%	$0.00
SM	0.000%	$0.00
JB	0.000%	$0.00
	0.000%	$0.00
	0.000%	$0.00
Total	**0.000%**	**$0.00**

Mileage Expense Breakout	**Total Miles**	**Rate**	**Total Cost**
County Vehicles	0.00	0.000	$0.00
State Vehicles	0.00	0.000	$0.00
Rental Vehicles	0.00	0.000	$0.00
	Total Mileage Expenses:		**$0.00**

COMMENTS:

E-Contract Review
Approval as to Form

Department Name: Tehama County Agricultural Commissioner

Vendor Name: California Department of Food and Agriculture

Document Description: Cooperative Agreement for Pest Detection

APPROVED AS TO FORM:

Date: 7/2/25

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

Tehama County

Agenda Request Form

File #: 25-1246 **Agenda Date:** 7/22/2025 **Agenda #:** 11.

SOCIAL SERVICES / DISTRICT ATTORNEY

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Social Services Director and the District Attorney to sign Amendment No. 1 to Miscellaneous Agreement 2024-227, Interagency Memorandum of Understanding for the purpose of investigations of Welfare Fraud and IHSS Fraud through the Special Investigations Unit, to increase the maximum compensation by $150,000, bringing the total not to exceed amount to $662,418, and extending the term through 7/31/25

Financial Impact:
The cost of this MOU is included in Social Services' budget account 5013-532300. CalWORKs and CalFresh federal and state allocations will fund the majority of this agreement, with a portion paid by In-Home Supportive Services. Costs are allocated based on investigations completed during the quarter. The County share will be paid by Health & Welfare Realignment revenues. There is no cost to the County General Fund.

Background Information:
The Tehama County Special Investigations Unit (SIU) is a group of Social Services and District Attorney staff assigned to the Welfare Fraud program who work together to investigate referrals of possible fraud that arise regarding receipt of public assistance and In Home Supportive Services (IHSS) programs.

AMENDMENT

TO THE INTERAGENCY AGREEMENT BETWEEN THE TEHAMA COUNTY DEPARTMENT OF SOCIAL SERVICES AND TEHAMA COUNTY DISTRICT ATTORNEY'S OFFICE

This Amendment to Miscellaneous Agreement Number 2024-227, dated 7/30/2024 by and between the County of Tehama, through its Department of Social Services (DSS) and the Tehama County District Attorney's Office (DA) for the provision of a Special Investigative Unit whose purpose is to investigate possible Welfare Fraud and possible fraud in the In-Home Supportive Services (IHSS) program, shall be amended as follows:

1. **COMPENSATION**

For work satisfactorily performed in accordance with the terms of this Agreement, as reasonably determined by DSS, DA shall invoice DSS at the actual cost incurred in accordance with the budget sheet attached hereto and incorporated herein as Exhibit C. The Maximum Compensation payable under Agreement shall not exceed $662,418.00.

DA may not reallocate funds among each of the major cost categories listed in the budget attached as Exhibit C. DA may not overspend budgeted line items listed in Exhibit C. Invoices with overspent line items may be denied by DSS.

DA shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. DA shall have no claim against DSS for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by DA after the expiration or other termination of this Agreement. DA shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and DA agrees that DSS has no obligation, whatsoever, to compensate or reimburse DA for any expenses, direct or indirect costs, expenditures, or charges of any nature by DA that exceed the Maximum Compensation amount set forth above. Should DA receive any such payment it shall immediately notify DSS

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

2. **TERM OF AGREEMENT**

This agreement shall commence on July 1, 2024 and shall terminate July 31, 2025, unless terminated in accordance with section 7.

It is mutually agreed that all other terms and conditions of Miscellaneous Agreement Number 2024-227 shall remain in full force and effect.

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

TEHAMA COUNTY DEPARTMENT OF SOCIAL SERVICES

Executed at Red Bluff, California, 6/30/2025 (Date), by Bekkie F Emery (Bekkie F Emery, Director)

TEHAMA COUNTY DISTRICT ATTORNEY

Executed at Red Bluff, California, 6/30/25 (Date), by Matthew D. (Matthew Rogers, District Attorney)

5013-532300
Budget Account Number

10.561, 93.558, 93.778
Federal Funding CFDA#

INTERAGENCY AGREEMENT BETWEEN
THE TEHAMA COUNTY DEPARTMENT OF SOCIAL SERVICES AND
TEHAMA COUNTY DISTRICT ATTORNEY'S OFFICE

This Interagency Memorandum of Understanding is entered into between the County of Tehama Department of Social Services, hereafter referred to as "DSS" and the Tehama County District Attorney's Office ("DA") for the purpose of providing a Special Investigative Unit to investigate possible Welfare Fraud and possible fraud in the In-Home Supportive Services (IHSS) program The Welfare Fraud program is a joint effort between Tehama County Department of Social Services (DSS) and Tehama County District Attorney (DA). Public assistance programs include California Work Opportunity and Responsibility to Kids (CalWORKs), CalFresh (formerly known as Food Stamps), CalWORKs Homeless Assistance, and other related programs. The Tehama County Special Investigations Unit (SIU) is a group of DSS and DA staff assigned to the Welfare Fraud program who work cooperatively to investigate any referrals of possible fraud that arise regarding receipt of public assistance and In-Home Supportive Services (IHSS) programs. Any DA staff for whom compensation is received under this agreement are members of the SIU.

1. **RESPONSIBILITIES OF DA**

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

2. **RESPONSIBILITIES OF DSS**

DSS shall compensate DA for said services pursuant to Section 3 and 4 of this agreement. During the term of this agreement, DSS shall perform services listed in the Scope of Work, Exhibit B, attached hereto and made a part of this agreement.

3. **COMPENSATION**

For work satisfactorily performed in accordance with the terms of this Agreement, as reasonably determined by DSS, DA shall invoice DSS at the actual cost incurred in accordance with the budget sheet attached hereto and incorporated herein as Exhibit C. The Maximum Compensation payable under Agreement shall not exceed $512,418.00.

DA may not reallocate funds among each of the major cost categories listed in the budget attached as Exhibit C. DA may not overspend budgeted line items listed in Exhibit C. Invoices with overspent line items may be denied by DSS.

DA shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. DA shall have no claim against DSS for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by DA after the expiration or other termination of this Agreement. DA shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and DA agrees that DSS has no obligation, whatsoever, to compensate or reimburse DA for any expenses, direct or indirect costs, expenditures, or charges of any nature by DA that exceed the Maximum Compensation amount set forth above. Should DA receive any such payment it shall immediately notify DSS and shall immediately repay all such funds to DSS. This provision shall survive the expiration or other termination of this Agreement.

4. **BILLING AND PAYMENT**

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

5. **TIMELY SUBMISSION**

Notwithstanding section #4, DA 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 DSS under this Agreement have ceased and that no further payments are due or outstanding. DSS will not honor any delinquent invoice. DA will be deemed to have forfeited its right to payment and shall have no claim against DSS for payment, of any kind whatsoever, for any delinquent invoice.

6. **TERM OF AGREEMENT**

This agreement shall commence on July 1, 2024 and shall terminate June 30, 2025, unless terminated in accordance with section 7 below.

7. **TERMINATION OF AGREEMENT**

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

DSS'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. DA 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. DA specifically acknowledges that in entering into and executing this agreement, DA 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 DA, DA may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of DSS.

10. **INSURANCE**

DSS acknowledges that DA participates in the County of Tehama's program of self-insurance established by the Tehama' County Board of Supervisors. DSS further acknowledges that DA is required to contribute a portion of the funds necessary to operate this program

11. NON-DISCRIMINATION

DA 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.

12. 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. DA shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

13. COMPLIANCE WITH LAWS AND REGULATIONS

All services to be performed by DA 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 DSS immediately.

14. **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.

15. **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.

16. **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 DSS:	**NOTICES TO DA:**
Director Tehama County Department of Social Services P. O. Box 1515 Red Bluff, CA 96080 Fax: 530-527-5410	Matthew Rogers, District Attorney Tehama County District Attorney PO Box 519 Red Bluff, CA 96080 Phone: 530-527-3053
ANALYST RESPONSIBLE TO RECEIVE REPORTS:	**PERSON RESPONSIBLE FOR REPORTING:**
Joseph Imhoff, Staff Services Analyst, Tehama County Department of Social Services P.O. Box 1515 Red Bluff, CA 96080 OR emailed to ProgramAnalyst@tcdss.org OR delivered in person to 310 S. Main Street. Phone: 530-528-4171 Fax: 530-527-5410	Kevin Hale, Chief Investigator Tehama County District Attorney, Bureau of Investigations PO Box 949 Red Bluff, CA 96080 Phone: 530-529-3590

INVOICES SUBMITTED TO DSS:	PERSON RESPONSIBLE FOR INVOICING:
Tehama County Department of Social Services P.O. Box 1515 Red Bluff, CA 96080 OR delivered in person to: 310 S. Main Street., Red Bluff, CA 96080 Fax: 530-527-5410	Theresia Sweeney, Office Manager PO Box 519 Red Bluff, CA 96080 Phone: 530-527-3053

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

17. **NON-EXCLUSIVE AGREEMENT**

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

18. **STANDARDS OF THE PROFESSION**

DA 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 DA has been properly licensed to practice.

19. **LICENSING OR ACCREDITATION**

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

20. **RESOLUTION OF AMBIGUITIES**

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

DA shall provide to DSS all Safety Data Sheets covering all Hazardous Materials to be furnished, used, applied, or stored by DA, or any of its Subcontractors, in connection with the services on County property. DA shall provide DSS 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 DA, or any of its Subcontractors, during the performance of the services. DSS shall provide Safety Data Sheets for any Hazardous Materials that DA may be exposed to while on County property.

23. **HARASSMENT**

DA 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.

25. **EXHIBITS**

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

26. **OWNERSHIP OF DOCUMENTS**

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

27. **DOCUMENTS AND RETENTION**

1. DA and DSS 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, DA shall make available these records to the County, State, or Federal government representatives.

2. DA shall provide DSS all finished and unfinished reports, data, studies, photographs, charts and other documents prepared by DA pursuant to this agreement, should this agreement be terminated.
3. DA shall develop and maintain records concerning the services provided pursuant to this agreement. DA shall also provide all information necessary for quarterly reports or other reports required by County, State or the Federal government. DA shall fully cooperate with DSS in providing any information needed by any governmental entity concerning this agreement.

28. SEXUAL HARASSMENT

DA 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. DA shall provide services in accordance with Exhibit A, Nondiscrimination Clause, attached hereto, and the Tehama County Sexual Harassment Policy, available upon request; both made part of this agreement.

29. CONFLICT OF INTEREST

DA and DA'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.

30. CONFIDENTIALITY

The intent of this agreement is for the DA to provide a Special Investigative Unit to investigate possible welfare fraud. However, should specific information regarding DSS's clients become known to DA, the following confidentiality rules shall apply:

a. DA 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 DA 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. DA 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 DA 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 DA 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.

31. **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 DSS or the DA, 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.

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

DSS may monitor the DA's performance to assure compliance with the terms, conditions, and specifications of this agreement.

DA 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 DSS at any time. This shall include informing recipients of their right to a State hearing.

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

33. **MISCELLANEOUS PROVISIONS**

DA 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, DA 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, DA is required to comply with Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

IN WITNESS WHEREOF, DSS and DA have executed this agreement on the day and year set forth below. Agreement not valid without signatures of authorized representatives from all parties.

TEHAMA COUNTY DEPARTMENT OF SOCIAL SERVICES

Executed at Red Bluff, California, 7/1/24, by _____
Date Teresa Curiel, Interim Director

TEHAMA COUNTY DISTRICT ATTORNEY

Executed at Red Bluff, California, 6/28/24, by _____
Date Matthew Rogers, District Attorney

5013-532300
Budget Account Number

10.561, 93.558, 93.778
Federal Funding CFDA #

EXHIBIT A

NONDISCRIMINATION CLAUSE

The DA 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 DA 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 DA directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

EXHIBIT B

SCOPE OF WORK

SERVICE OR PROGRAM TITLE
Welfare and In-Home Supportive Services (IHSS) Fraud Investigation

Tehama County DA

PURPOSE
The DA will investigate cases of suspected welfare and IHSS Fraud and prosecute those found to be in violation of welfare and IHSS rules.

TARGET OUTCOMES
The DA's investigations and prosecutions of fraud will help to reduce instances of welfare fraud in Tehama County and serve as a reminder to program participants and applicants that program rules and required verifications are to be taken seriously.

POPULATION TO BE SERVED
Beneficiaries with referred cases of suspected welfare fraud or IHSS fraud.

DA AGREES TO

Welfare Fraud Investigators will continue to represent themselves as employees of the District Attorney's office. During the term of this agreement, DA agrees to and shall perform services as follows:

A. Maintain a qualified Welfare Fraud Investigative staff.

B. Abide by the provisions of CDSS MPP Division 20, California Welfare and Institutions Code and all other applicable welfare fraud regulations.

C. Execute, along with DSS, and abide by a Memorandum of Understanding (MOU) with the California Department of Health Care Services (DHCS) to ensure communication, data reporting, and jurisdictional coordination of investigations in accordance with Statewide Uniform Protocols for Program Integrity in the IHSS program.

D. Maintain complete and up-to-date records on all fraud investigations and prosecution activities in the California Statewide Automated Welfare System (CalSAWS) in accordance with the guidance in the DSS manual "Welfare and In-Home Supportive Services (IHSS) Fraud Referral and Investigations Manual" (Exhibit E).

E. Within five (5) working days of the request, DA shall take corrective action on all inquiries about the status of investigations not completed; and on requests for record adjustment in the CalSAWS to ensure data reporting accuracy by DSS Liaison. If the supervising Liaison is unavailable, their designated backup will make these requests. DA shall respond to the backup person in the same timeframe and manner. If the SIU liaison is unavailable, their designated backup will respond to these requests.

F. DA will track the status of investigations referred for prosecution and add investigation notes regarding the status of each pending prosecution at least once every ninety (90) days. Within thirty (30) days of disposition, DA will record the final disposition of each case referred to the prosecuting authority for prosecution in the California Statewide Automated Welfare System (CalSAWS).

G. The DA investigator must contact the DSS IHSS liaison within five (5) working days from the referral date. The DSS IHSS liaison will transmit documents to be submitted as evidence by secure email upon being contacted by the investigator. Since IHSS recipients are generally fragile due to age or disease, the DA investigator will discuss, with the IHSS liaison, how to complete needed investigative action(s) while maintaining the safety of said IHSS beneficiary.

H. When the DSS IHSS liaison determines it is in the best interest of the recipient to have a Social Worker present during in-person contact with the Investigator, the Investigator will arrange a mutually agreed upon time with the liaison to perform a home visit and/or interview the recipient. The liaison will provide their own transportation and will be acting in the role of a Social Worker. The liaison will not be considered a "Ride-Along" or acting in the role of an Investigator.

I. The Welfare Fraud Early Detection and Prevention is a separate program operated as a joint effort between DSS and DA in the early identification of possible fraudulent applications for public assistance programs. DA will follow these provisions in these investigations (W&I Code 11055.5(d)):
   1. No intimidation of applicants or recipients shall occur
   2. Uniformed investigators shall not be used by any county welfare department for its fraud prevention program. Uniforms may only be worn by investigators when needed for officer safety and to reduce liability under special circumstances.

J. Investigations will be completed within the timeframes indicated below.
   1. Early Fraud investigations – within five (5) working days of referral
   2. Welfare Fraud investigations – within thirty (30) days of referral
   3. IHSS investigations – within thirty (30) days of referral

K. When circumstances necessitate that an investigation cannot be closed within these timeframes, investigators will document the reason for the delay in the investigation notes in CalSAWS by the thirtieth (30^{th}) day for welfare fraud referrals and the fifth (5^{th}) day for Early Fraud referrals.

L. Assign a liaison as a member of the SIU who will facilitate communication, oversee referral timeframes, and will act as a primary point of contact between DA and DSS.
   1. The liaison will meet monthly with the DSS welfare fraud liaison to review overdue referrals, issues, policy, regulation changes, and any other concerns. The Chief Investigator and Public Assistance Program Manager(s) will be included in these communications when necessary.
   2. The liaison will meet as needed with the DSS IHSS fraud liaison to review overdue referrals, issues, policy, regulation changes, communications with DHCS, and any

other concerns. The Chief Investigator and IHSS Program Manager will be included in these communications when necessary.

M. When an investigation has returned sufficient evidence to conclude that a willful act of fraud has occurred, but the case is not suitable for criminal prosecution, the liaison will coordinate with the DSS liaison in referring the case for Administrative Disqualification Hearing.

N. Ensure that Welfare Fraud Investigators participate in periodic refresher and special training in the prevention and detection of fraud. This training will be provided by DSS, in accordance with CDSS MPP Section 20-004. Regulations require eight (8) hours within the first year of assignment to the Welfare Fraud Investigator position, and for four (4) hours annually thereafter.

O. Be subject to an audit and review for compliance by any agency of the State or federal government involved in the administration of welfare programs.

P. Investigators will not reference reporting party when investigating referrals, or make any comments to clients regarding their opinion of such referral. Investigators will restrict their interactions during investigations to the gathering of information necessary to determine whether the fraud claim can be substantiated.

Q. Receive referrals from public sources who contact the DA directly to make report of suspected welfare fraud. Those referrals will be entered into CalSAWS in accordance with processes detailed in the DSS policy and procedure "Welfare and In-Home Supportive Services (IHSS) Fraud Referral and Investigations Manual".

R. Prior to opening an IHSS case from any referral source other than DSS, the DA will de-conflict with the DHCS by sending (via email to: fraud@dhcs.ca.gov) the subject(s) name, date of birth, and social security number, as well as the nature of the complaint and name(s) of associated recipient(s)/provider(s) to prevent potential duplication of effort.

S. Perform review, investigation, and disposition of Fleeing Felon Match (FFM), Nationwide Prisoner Match (NPM) and California Youth Authority (CYA) abstracts from the Income and Eligibility Verification System (IEVS) in accordance with the guidance in the DSS policy and procedure "Welfare and In-Home Supportive Services (IHSS) Fraud Referral and Investigations Manual" (Exhibit E).

DSS AGREES TO

Pursuant to CDSS MPP Division 20, DSS shall make a referral for Welfare Fraud or IHSS Fraud investigation within five (5) working days when there is suspicion of fraud.

A. In accordance with instruction in CDSS All County Letter (ACL) 13-89, for welfare fraud referrals, DSS shall:
    1) Contact the applicant or recipient to ask clarifying questions and provide an opportunity for the individual to resolve any discrepancies or errors before making a referral for investigation.
    2) Include, for the investigator's reference, any known factors such as language barriers, literacy, or disabilities which may be a barrier to accurate reporting.

B. DSS will provide referrals through the California Statewide Automated Welfare System (CalSAWS). All relevant documentation will be submitted as evidence in the CalSAWS

referral for welfare fraud and early fraud referrals. IHSS referral documents will not be stored in CalSAWS. The assigned investigator must contact the DSS IHSS liaison within five (5) working days of referral date. The DSS IHSS liaison will transmit documents to be submitted as evidence by secure email upon being contacted by the investigator.

C. DSS will assign a liaison for Welfare fraud investigations and IHSS fraud investigations. The DSS liaison for each program are to act as members of the SIU. These Liaisons will: facilitate communication between DSS and the DA; coordinate referrals of suspected welfare and IHSS fraud cases to the DA; control the flow of overpayment computations; and generally act as the primary point of contact between DSS and DA.
    1) The welfare fraud liaison will meet monthly with the DA liaison to review overdue referrals, issues, policy, regulation changes and any other concerns. The Chief Investigator and Public Assistance Program Manager(s) will be included in these communications when necessary.
    2) The IHSS fraud liaison will
        i. Meet as needed with the DA liaison to review overdue referrals, issues, policy, regulation changes and any other concerns. The Chief Investigator and IHSS Program Manager will be included in these communications when necessary.
        ii. The IHSS fraud liaison will conduct a telephone or in-person conference with the investigator within five (5) working days of each IHSS fraud referral to clarify program regulations as well as Federal, State, and County policies and to discuss needed investigative actions with consideration to recipient capacity.
D. DSS will provide DA staff who are members of the SIU:
    1) Eight (8) hours of initial training within the first year of assignment to the SIU followed by four (4) hours of annual refresher training in the prevention and detection of fraud in public assistance programs.
    2) Written copies of CDSS MPP Division 20 welfare fraud regulations.
    3) Written copies of DSS policies and procedures relevant to the SIU and updates as applicable.
    4) Written copies of correspondence from CDSS regarding changes or guidance in the administration of welfare fraud or IHSS fraud programs.
E. In accordance with program integrity protocols established in the "IHSS Uniform Statewide Protocols", execute a Memorandum of Understanding (MOU), along with DA, with the California Department of Health Care Services (DHCS) to ensure communication, data reporting, and jurisdictional coordination of investigations. DSS will fulfill the responsibilities of a county IHSS agency, as defined in the MOU.
F. Conduct quarterly monitoring over the term of this agreement.
G. Provide technical assistance as needed to DA.

CONTRACTOR REPORTING REQUIREMENTS - CONTRACT MONITORING

The following contract terms will be reviewed in quarterly meetings between the DA and DSS:

1. Number of referrals sent monthly in the quarter
2. Number of investigations concluded during the quarter

3. Average number of days to conclude each type of investigation concluded during the quarter
4. The number of fraud referrals concluded within agreed timeframes and outside agreed timeframes:
    a. Five (5) working days for Early Fraud referrals
    b. Thirty (30) days for Welfare Fraud referrals
5. Number of investigations pending at the end of the quarter
6. Number of referrals for Administrative Disqualification Hearing
7. Number of days to conclude prosecutions
8. Number of investigations pending prosecution
9. Number of Fleeing Felon Match (FFM) and Nationwide Prisoner Match (NPM) abstracts received in the quarter and processed within agreed timeframes and outside agreed timeframes
10. Number of FFM and NPM pending processing at the end of the quarter
11. Number of corrective actions requested by DSS within the quarter for the following:
    a. More than ninety (90) days have passed since last investigation note regarding status of pending prosecution
    b. Early fraud referral has reached the fifth (5^{th}) working day or welfare fraud referral has reached thirtieth (30^{th}) day from date of New status and there is no investigation note explaining the delay
    c. Data entry into CalSAWS is not accurate or complete according to instructions provided in the Welfare and IHSS Referral and Investigations Manual and needs adjustment
12. Average number of days to take corrective action upon request
13. The DA agrees to:
    a. Meet quarterly with DSS, which includes at least one on-site visit per quarter, to discuss the progress of this agreement and make any necessary adjustments in order to meet the contract terms (Exhibit F).
    b. Discuss Quarterly fraud metrics for the quarter under review
    c. Provide time usage statements/time cards showing time worked on TCDSS assignments by DA staff under contract of the TCDSS
14. TCDSS agrees to:
    a. Provide ongoing contract monitoring and metric calculations.
    b. Meet quarterly with the DA, including at least one on-site visit per quarter, to discuss the progress of this agreement and make any necessary adjustments in order to meet the contract terms (Exhibit F).
    c. Provide technical assistance to the DA as needed.

EXHIBIT C

BUDGET	If needed for more space, insert or delete rows, or attach another page(s).	Budget Start Date:	July 1, 2024
		Budget End Date:	June 30, 2025
CONTRACTOR NAME AND ADDRESS	PURPOSE/TITLE OF CONTRACT:	Wefare Fraud/IHSS Budget AMENDED	
Tehama County District Attorney's Office	PROGRAM CONTACT	FISCAL CONTACT	
P.O. Box 519	Name: Kevin Hale	Name:	Theresia Sweeney
Red Bluff, CA 96080	Telephone: 530-529-3590	Telephone:	530-527-3053
	Email: khale@tehamada.org	Email:	tsweeney@tehamada.org

BUDGET LINE ITEM: For salary & benefit items, provide the job title or function of the position. For direct & indirect costs, provide specific detail to identify the item or purpose, or attach a budget narrative.			TOTAL CONTRACT BUDGET
DIRECT SALARIES	Annual Salary	FTE (% of time)	
Chief Investigator (0.6 FTA)	$ 86,526.00	60.00%	$ 86,526.00
Investigator (1.0 FTA)	$ 95,493.00	100.00%	$ 95,493.00
Investigator (0.5 FTA)	$ -		$ -
Office Assistant III (1.0 FTA)	$ 43,389.00	100.00%	$ 43,389.00
Pay in Lieu	$ 6,965.00	various	$ 6,965.00
Overtime (for 1.5 FTE Investigators)	$ -		$ -
DIRECT BENEFITS/FRINGE			
Unfunded PERS-Miscellaneous	$ 6,919.00		$ 6,919.00
Unfunded PERS-Safety	$ 57,244.00		$ 57,244.00
Unfunded PERS ADP Liability-Miscellaneous	$ 2,070.00		$ 2,070.00
Unfunded PERS ADP Liability-Safety	$ 10,211.00		$ 10,211.00
PERS	$ 37,450.00		$ 37,450.00
OASDI	$ 17,930.00		$ 17,930.00
Group Insurance	$ 60,726.00		$ 60,726.00
Unemployment Insurance	$ 465.00		$ 465.00
Workers' Compensation Insurance	$ 5,021.00		$ 5,021.00
Match Deferred Comp	$ 2,000.00		$ 2,000.00
DIRECT SALARIES & BENEFITS TOTAL			**$ 432,409.00**
DIRECT COSTS	Quantity	Cost	
Communications		$ 3,500.00	$ 3,500.00
Liabiltiy Insurance		$ 8,173.00	$ 8,173.00
Maintenance of Equipment		$ 8,407.00	$ 8,407.00
Membership/Dues		$ 219.00	$ 219.00
Office Expense		$ 2,149.00	$ 2,149.00
Professional Services Expense (related expenses to new possible new hires such as finger printing, physical, psych exam)		$ 1,000.00	$ 1,000.00
Special Department Expense (ammunition/safety equipment as needed)		$ 3,180.00	$ 3,180.00
Travel/Training		$ 1,500.00	$ 1,500.00
Transportation Expense		$ 6,427.00	$ 6,427.00
Internal Assets		$ -	$ -
DIRECT COSTS TOTAL			**$ 34,555.00**
INDIRECT SALARIES	Annual Salary	FTE (% of time)	
DA/OH Administration	$ 34,229.00		$ 34,229.00
			$ -
			$ -
INDIRECT BENEFITS/FRINGE			
PERS	$ 3,045.00		$ 3,045.00
OASDI	$ 2,618.00		$ 2,618.00
Group Insurance	$ 5,425.00		$ 5,425.00
Unemployment Insurance	$ 137.00		$ 137.00
INDIRECT SALARIES & BENEFITS TOTAL			**$ 45,454.00**
INDIRECT COSTS	Quantity	Cost	
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
INDIRECT COSTS TOTAL			$ -
TOTAL BUDGET			**$ 512,418.00**
Is contractor for-profit?	No	Yes, enter amount of profit:	$ -

EXHIBIT D
SAMPLE INVOICE

INVOICE	Attach back-up documentation to this page. If needed for more space, insert or delete rows, or attach another page(s).

CONTRACTOR NAME AND ADDRESS	INVOICE #:	FOR MONTH(S)/YEAR:
0		
0	CONTRACT #:	PURPOSE/TITLE OF CONTRACT
0		0

BUDGET LINE ITEM	A. CONTRACT BUDGET	B. CURRENT INVOICE COSTS	C. TOTAL COSTS YEAR-TO-DATE INCLUDING THIS INVOICE	D. BALANCE REMAINING PAYABLE (A-C)
DIRECT SALARIES				
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
DIRECT BENEFITS/FRINGE				
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
DIRECT SALARIES & BENEFITS TOTAL	**$ -**	**$ -**	**$ -**	**$ -**
DIRECT COSTS				
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
DIRECT COSTS TOTAL	**$ -**	**$ -**	**$ -**	**$ -**
INDIRECT SALARIES				
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
INDIRECT BENEFITS/FRINGE				
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
INDIRECT SALARIES & BENEFITS TOTAL	**$ -**	**$ -**	**$ -**	**$ -**
INDIRECT COSTS				
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
INDIRECT COSTS TOTAL	**$ -**	**$ -**	**$ -**	**$ -**
TOTAL INVOICE		**$ -**		
TOTAL CONTRACT	$ -		$ -	$ -

EXHIBIT E

Welfare and IHSS Fraud Referral and Investigations Manual

Contents

- **Purpose**
- **Policies**
  - I. Welfare Fraud Investigations
  - II. Administrative Disqualification Hearings
  - III. Intentional Program Violations
  - IV. In-Home Supportive Services (IHSS) Anti-Fraud Investigations
  - V. Income and Eligibility Verification System (IEVS) Fleeing Felon Match (FFM), Nationwide Prisoner Match (NPM), and California Youth Authority (CYA) Match
  - VI. Definitions
- **Welfare Fraud Procedures**
  - I. Referral Status Workflow Overview
  - II. Eligibility Specialists/Referring Party
  - III. Eligibility Supervisors and Lead Specialists
  - IV. Tehama County Department of Social Services (TCDSS) Welfare Fraud Liaison
  - V. Intentional Program Violation (IPV) Coordinator
  - VI. Special Investigations Unit (SIU) Liaison
  - VII. Investigators
  - VIII. Fair Hearings Officer
  - IX. Fraud Investigation Quarterly Statistical Activity Report (DSS 466)
  - X. Tables
    - A. Investigation Status Definitions
    - B. DPA 266 Type Definitions
    - C. Investigation Result Indications
    - D. Prosecution Result Indications
- **In-Home Supportive Services Anti-Fraud Procedures**
  - I. IHSS Social Workers
  - II. Quality Assurance (QA) Social Worker/TCDSS IHSS Liaison
  - III. Investigators
  - IV. TCDSS Welfare Fraud Liaison
  - V. Special Investigations Unit (SIU) Liaison
- **Income and Eligibility Verification System (IEVS) Fleeing Felon Match (FFM), Nationwide Prisoner Match (NPM), and California Youth Authority (CYA) Match Procedures**
  - I. Fleeing Felon Match (FFM)

II. Nationwide Prisoner Match

III. Action on Unclear Information

- **References**

EXHIBIT F

Tehama County Quarterly Contract Monitoring Tool				
I. General Information:				
Contractor:				
Purpose:				
Amount of Contract:				
Reporting Period:		**Date of Meeting:**		**Onsite Visit:** ☐
II. Contracted Outcomes:				
III. Current Performance:				
IV. Goals Updates From Prior Meeting:				
V. Successes:		**VI. Challenges:**		
VII. Goals for Next Quarter:		**VIII. Strategies for Improvement:**		

E-Contract Review
Approval as to Form

Department Name: Social Services

Vendor Name: District Attorney

Contract Description: For the interagency MOU for the purpose of investigations of Welfare Fraud and IHSS Fraud

APPROVED AS TO FORM: Date: 06/20/2024



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

727 Oak Street, Red
Bluff, CA 96080
(530) 527-4655
http://www.co.tehama.ca.us

Tehama County

Minutes Certification

File Number: 24-1042 **Enactment Number: MISC. AGR 2024-227**

6. SOCIAL SERVICES / DISTRICT ATTORNEY **24-1042**

a) AGREEMENT - Approval and authorization for the Interim Director of Social Services and the District Attorney to renew and sign the Interagency MOU for the purpose of investigations of Welfare Fraud and IHSS Fraud through the Special Investigations Unit, for the rates as set forth in Exhibit "C" with maximum compensation not to exceed $512,418, effective 7/1/24 through 6/30/25.

Enactment No: MISC. AGR 2024-227

Approval of the Consent Agenda

A motion was made by Supervisor Moule, seconded by Vice Chair Hansen, to approve the Consent Agenda. The motion carried by the following vote:

RESULT:	APPROVED THE CONSENT AGENDA
MOVER:	William Moule
SECONDER:	Matt Hansen
AYES:	Supervisor Moule, Supervisor Carlson, Supervisor Nolen, Vice Chair Hansen, and Chairperson Leach

I, JENNIFER VISE, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on 7/16/2024.

Attest: Deputy

July 30, 2024
Date Certified

E-Contract Review
Approval as to Form

Department Name: Tehama County Department of Social Services

Contractor Name: Tehama County District Attorney's Office

Contract Description: Amendment to Miscellaneous Agreement Number 2024-227 to Increase Maximum Compensation from $512,418.00 to $662,418.00

APPROVED AS TO FORM:

Date: 07/08/2025

Office of the Tehama County Counsel
Brittany T. Ziegler, Deputy County Counsel

Tehama County

Agenda Request Form

File #: 25-1252 **Agenda Date:** 7/22/2025 **Agenda #:** 12.

SOCIAL SERVICES

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Chair and the Social Services Director to sign the Memorandum of Understanding with the Tehama County Department of Education, Foster Youth Services Program for the purpose of coordinating Education Support for Dependent Youth in the amount of $249,018.75 effective 7/1/25 and shall terminate 6/30/26 *(Subject to receipt of required insurance documentation)*

Financial Impact:
Social Services will be reimbursed 100% with federal funds. The Department of Education is responsible for the non-federal match funds, so there is no cost to Social Services. Social Services' claiming process is the channel for Department of Education to receive the funding.

Background Information:
This is a renewal agreement. The Department has provided these services since 2020. Education Code Section 42921 provides instruction for Department of Education to operate an education-based foster youth services program to provide educational and support services for foster children. Services include referring foster youth to tutoring services, mentoring, counseling, transitioning, and emancipation services; facilitating communication between the foster care provider and the teacher and other school staff and referring caregivers to special education programs when appropriate.

Social Services partners with the Department of Education to minimize disruption of the education of foster youth and works to achieve identified goals and outcomes. The agencies work together to implement processes for sharing/mutual exchange of information.

Foster Youth Services Coordinating Program:

Title IV-E Foster Care Administrative Activities

MEMORANDUM OF UNDERSTANDING

July 1, 2025 to June 30, 2026

Between

TEHAMA COUNTY
DEPARTMENT OF SOCIAL SERVICES

And

TEHAMA COUNTY
DEPARTMENT OF EDUCATION

MEMORANDUM OF UNDERSTANDING ("MOU")

I. DECLARATION

This MOU is entered into by and between the **TEHAMA COUNTY DEPARTMENT OF SOCIAL SERVICES ("TCDSS")** and the **TEHAMA COUNTY DEPARTMENT OF EDUCATION ("TCDE"), referred to hereafter as the "Parties",** for the purpose of **coordinating Educational Support for Dependent Youth (IV-E Foster Care Administrative Activities).** The purpose of this MOU is to identify the roles and responsibilities of each of the Parties.

II. BACKGROUND

TCDE operates Foster Youth Services Coordinating Program (FYSCP) and is responsible for providing services in accordance with Education Code section 42920-25. Under this direction TCDE has contracted to serve pupils in foster care in Tehama County.

Effective in January 2004, Assembly Bill 490 (Chapter 862, Statutes of 2003) established key provisions supporting the educational opportunities within the best interest of the children in foster care. The passage of Assembly Bill 854, in October of 2015, further clarified the requirements of operating an FYSCP.

Based on the similar mission of FYSCP and TCDSS a natural collaboration was established for serving the foster youth in Tehama County and this MOU is intended to ensure all of the Tehama County foster youth receive support for educational opportunities, in accord with Education Code section 42921, 48853.5, and 49069.5.

The purpose of this MOU is to identify the specific and general responsibilities of each participating agency within the framework of Title IV-E of the Social Security Act. This MOU conforms to applicable federal and state laws and shall be updated as required pursuant to any changes in federal and state laws to ensure compliance.

III. ROLES AND RESPONSIBILITIES

TCDE agree to:

Provide the following types of educational support, as described in Education Code section 42921 to pupils in foster care. For the purposes of FYSCP, pupils in foster care are defined as stated in paragraph (b) of Education Code section 42238.01.

1. Serve as a liaison between school districts, Social Services Agency, and collaborative partners;
2. Provide personnel to TCDSS to perform responsibilities under this agreement, who possess a practical, working knowledge of the school systems within Tehama County and the procedures that are required in order to access educational records from school districts throughout the State of California;

3. Provide personnel to TCDSS who shall, as directed, participate in staffing County social worker/child/family support teams on issues related to Foster Youth students (including, but not limited to, issues pertaining to missing educational records, incorrect education information, and clarification of behavior reports) and facilitation retrieval of each Foster Youth students' educational record and other documentation needed for foster care placement.
4. Work with TCDSS to minimize duplication of activities to serve foster youth,
5. Work with TCDSS to minimize changes in school placement;
6. Supporting local education agencies in facilitating the prompt transfer of educational records between educational institutions when placement changes are necessary, ensure transfers are done at an educationally appropriate time, ensure appropriate partial credits are awarded and the pupil in foster care is quickly enrolled in classes;
7. Providing education-related information to TCDSS including, but not limited to, educational status and progress information required for inclusion in court reports by Welfare and Institutions Code (WIC) section 16010;
8. Assist TCDSS with obtaining verification that foster youth have received comprehensive sexual health education that meets the requirements of the California Healthy Youth Act, once in middle school and once in high school. (CA Education Code Sections 51930-51939)
9. Responding to requests from the juvenile court for information and working with the court to ensure the delivery or coordination of necessary educational services;
10. Working to obtain, identify, and refer children to mentoring, tutoring, vocational training, and other services designed to enhance the educational prospects of foster children;
11. Facilitating communication between the educational rights holder, foster care provider, the teacher, and any other school staff or education service providers for the child;
12. Sharing information with the foster care provider regarding available training programs that address education issues for children in foster care;
13. Referring caregiver and educational rights holds of foster youth who have special education needs to special education programs and services;
14. Referring foster youth to services that meet local needs identified through collaborative relationships and local advisory groups, which may include, but shall not be limited to, all of the following:
    a. Mentoring
    b. Counseling
    c. Transition Services
    d. Emancipation services.
15. Establishing collaborative relationships and local advisory groups;
16. Providing regular updates on the status, grades, and performance of Tehama County foster youth, including but not limited to 504 agreements, Individual Education Plans and evaluations; and

17. Collect data, in cooperation with TCDSS, to assist the social worker to complete the Health and Education Passport for each Foster Youth student.
18. Providing foster youth with direct services, such as delivering, facilitating or arranging of services, is not considered administrative in nature, and therefore is not a claimable expense to this Title IV-E funding source.

TCDSS agrees to:

1) Provide staff to coordinate issues, resolve problems, and facilitate the timely referral or notification of placement moves for eligible foster youth;
2) Work with TCDE to implement a jointly-developed process for sharing/mutual exchange of information and data for all youth served pursuant to this MOU;
3) Be an active member of the Foster Youth Advisory Council;
4) Provide a workspace within TCDSS with a computer, as well as use of a telephone, photocopiers, and general office supplies; and
5) Facilitate and participate in joint problem solving with TCDE to address youth needs while partnering to establish target youth populations and prioritizing needs based on funding; and
6) Provide a venue to leverage CDE Foster Youth Services funding to allow the claiming of Title IV-E allowable administrative costs.

TCDE and TCDSS jointly agree to:

1) Share all relevant academic information for foster youth to ensure the court has updated and accurate information as it makes decisions regarding current and former foster youth.
2) Share all relevant academic information for foster youth to ensure that either party is aware of any educationally related issues in order to work collaboratively to decrease unmet needs as well as promote academic success.
3) TCDE FYSCP staff and TCDSS Social Workers will meet at least monthly during the school year to discuss educational issues related to foster youth.

IV. GENERAL PROVISIONS

A. INDEMNIFICATION

The parties agree to each defend, indemnify, and hold other Party, its officers, employees and agents harmless from any and all liability or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability or claims for injury or damages are caused by or result from the sole negligent or intentional acts or omissions of the other Party.

B. INSURANCE PROVISIONS

TCDE and TCDSS shall each secure and maintain in full force and effect during the full term of this agreement commercial general liability insurance or participation in a self-insurance program, including coverage for owned and non-owned automobiles and other insurance

necessary to protect the public, with limits of liability of not less than $1 million combined single limit bodily injury and property damage. Policies shall be written by carriers reasonably satisfactory to each party. On request, a certificate evidencing the insurance requirements of this paragraph shall be provided.

C. CONFIDENTIALITY AND RECORDS

Confidentiality: Both Parties and their officers, employees, agents and subcontractors shall comply with WIC section 10850, 45 Code of Federal Regulations (CFR) section 205.50 and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by WIC section 10850 or by 45 CFR section 205.50, confidential medical or personnel records and the proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by TCDE from access to any such records, and from contact with its clients and complainants, shall be used by TCDE only in connection with its conduct of the program under this contract or as otherwise permitted by law. TCDSS, through the Director, shall have access to such confidential information and records to the extent allowed by law. Such information and records retained by the TCDSS shall remain confidential and may be disclosed only as permitted by law.

Maintenance and Availability of Records: TCDE shall prepare and maintain all reports and records that may be required by federal, state or TCDSS rules and regulations and shall furnish such reports and records to TCDSS and to the state and federal governments, upon request.

Retention of Records: TCDE shall maintain and preserve all records related to this MOU (and shall assure the maintenance of such records in the possession of any third party performing work related to this MOU) for a period of five (5) years from the date of final payment under this MOU and beyond the five-year period until any pending litigation, claim, negotiation, audit exception or other action involving this contract is resolved.

D. TERM

This MOU shall take effect of July 1, 2025 for one year and will be reviewed for renewal in June 2026. Either Party may terminate this MOU by giving 30 days' written notice to the other Party. This MOU is contingent upon available funding and may be renewed or renegotiated upon mutual written consent of all Parties.

E. Changes, Amendments, or Alterations:

No changes, amendments, or alterations to this MOU shall be effective unless in writing and signed by both parties.

F. Dispute Resolution:

If a dispute arises between TCDSS and TCDE under this MOU, TCDE's Assistant Superintendent and the TCDSS Program Manager shall meet and confer within three (3) business days to resolve the dispute. If the dispute cannot be resolved, the matter may be submitted to the Department of Social Services Director and to the County Superintendent of Schools for resolution.

G. FISCAL

TCDE 50% Match and Non-Federal Costs, estimated	$158,126.94
TCDSS 50% Federal Pass Through Obligation, estimated	$ 90,891.81
Total Program Cost	$249,018.75

The maximum obligation of TCDSS under this agreement shall not exceed $249,018.75 or the actual federal share of allowable costs, whichever is less. (See Exhibit B)

TCDE is responsible for the Match amount, which is estimated at fifty percent (50%) of the total program cost, plus the non-federal share of costs calculated at the quarterly foster care discount rate. TCDE shall certify the expenditure of this share of cost, and that these funds were not used as a match to any other general program. The Match shall be documented on a quarterly invoice, and must be expended in order to claim Title IV-E reimbursement (Exhibit C).

TCDSS shall provide via email to TCDE, the quarterly foster care federal and non-federal rates as soon as possible after the end of each quarter. TCDE shall apply those rates to the invoiced expenses and submit the invoice (Exhibit C) to TCDSS no later than 30 calendar days after the end of the quarter or after termination of this MOU. Below is the timeline:

Services Rendered by TCDE	Invoice Due to TCDSS
July 1 to Sept 30	Nov 30
Oct 1 to Dec 31	Feb 28
Jan 1 to Mar 30	May 31
Apr 1 to Jun 30	Aug 31

TCDSS shall make payment of all undisputed amounts within 30 days of receipt of Contractor's invoice. TCDSS shall submit a quarterly claim to California Department of Social Services (CDSS) for reimbursement of the invoiced Title IV-E allowable activities.

TCDE shall be financially responsible for audit exception on disallowances by the State and Federal Government. TCDE shall provide audit records in compliance with 2 CFR Part 200 Subparts E and F (previously OMB Circular A-122) and provide a copy of the organizational wide audit annually. Failure to do so may end in the denial of payment under this or subsequent MOU's.

V. NOTICE

Notice to the Parties in connection with this MOU shall be given personally or by regular mail addressed as follows:

Bekkie Emery, Social Services Director
Department of Social Services
Tehama County
310 S. Main St.
Red Bluff, CA 96080

Richard DuVarney, Tehama County Superintendent
Tehama County Department of Education
1135 Lincoln St.
Red Bluff, CA 96080

The parties hereto will have their duly authorized representative execute this Agreement on the day, month, and year below written and agree that the terms of this will commence effective at signing and shall remain in effect until June 30, 2026.

BY:

Richard DuVarney
Richard DuVarney (Jul 1, 2025 15:00 PDT)

Richard DuVarney
Tehama County Superintendent
Tehama County Department of Education

Dated: 07/01/2025

Bekkie J Emery

Bekkie Emery
Social Services Director
Tehama County Department of Social Services

Dated: July 3, 2025

Matt Hansen, Chairperson,
Tehama County Board of Supervisors

Dated: _____

EXHIBIT B

BUDGET	If needed for more space, insert or delete rows, or attach another page(s).	Budget Start Date:	July 1, 2025
		Budget End Date:	June 30, 2026

CONTRACTOR NAME AND ADDRESS	PURPOSE/TITLE OF CONTRACT:			
Tehama County Department of Education	PROGRAM CONTACT		FISCAL CONTACT	
1135 Lincoln St	Name:	Jared Caylor	Name:	Johnna Cox
Red Bluff, CA 96080	Telephone:	530-528-7322	Telephone:	530-528-7351
	Email:	jcaylor@tehamasch	Email:	jcox@tehamaschools.org

BUDGET LINE ITEM: For salary & benefit items, provide the job title or function of the position. For direct & indirect costs, provide specific detail to identify the item or purpose, or attach a budget narrative.			TOTAL CONTRACT BUDGET
DIRECT SALARIES	Annual Salary	FTE (% of time)	
Prevention Specialist	$ 82,000.00	100%	$ 82,000.00
Prevention Specialist	$ 82,000.00	100%	$ 82,000.00
			$ -
			$ -
DIRECT BENEFITS/FRINGE			
Prevention Specialist	$ 33,500.00	100%	$ 33,500.00
Prevention Specialist	$ 40,000.00	100%	$ 40,000.00
			$ -
			$ -
DIRECT SALARIES & BENEFITS TOTAL			**$ 237,500.00**
DIRECT COSTS	Quantity	Cost	
			$ -
			$ -
			$ -
			$ -
			$ -
DIRECT COSTS TOTAL			**$ -**

INDIRECT SALARIES			Annual Salary	FTE (% of time)	
Indirect Operation	4.85%		1	$ 11,518.75	$ 11,518.75
					$ -
					$ -
INDIRECT BENEFITS/FRINGE					
					$ -
					$ -
					$ -
INDIRECT SALARIES & BENEFITS TOTAL					**$ 11,518.75**
INDIRECT COSTS			Quantity	Cost	
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
INDIRECT COSTS TOTAL					**$ -**
TOTAL BUDGET					**$ 249,018.75**
Is contractor for-profit?	No	Yes, enter amount of profit:		$ -	

EXHIBIT B

SAMPLE INVOICE

INVOICE	Attach back-up documentation to this page. If needed for more space, insert or delete rows, or attach another page(s).	
CONTRACTOR NAME AND ADDRESS	INVOICE #:	FOR MONTH(S)/YEAR:
0		
0	CONTRACT #:	PURPOSE/TITLE OF CONTRACT
0		0

BUDGET LINE ITEM	A. CONTRACT BUDGET	B. CURRENT INVOICE COSTS	C. TOTAL COSTS YEAR-TO-DATE INCLUDING THIS INVOICE	D. BALANCE REMAINING PAYABLE (A-C)
DIRECT SALARIES				
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
DIRECT BENEFITS/FRINGE				
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
DIRECT SALARIES & BENEFITS TOTAL	**$ -**	**$ -**	**$ -**	**$ -**
DIRECT COSTS				
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
DIRECT COSTS TOTAL	**$ -**	**$ -**	**$ -**	**$ -**
INDIRECT SALARIES				
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
INDIRECT BENEFITS/FRINGE				
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
INDIRECT SALARIES & BENEFITS TOTAL	**$ -**	**$ -**	**$ -**	**$ -**
INDIRECT COSTS				
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
INDIRECT COSTS TOTAL	**$ -**	**$ -**	**$ -**	**$ -**
TOTAL INVOICE		**$ -**		
TOTAL CONTRACT	$ -		$ -	$ -

E-Contract Review
Approval as to Form

Department Name: Social Services

Vendor Name: Tehama County Department of Education

Contract Description: For the purpose of Foster Youth Services Program

APPROVED AS TO FORM:



Date: 06/26/2025

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Agenda Request Form

File #: 25-1265 **Agenda Date:** 7/22/2025 **Agenda #:** 13.

HEALTH SERVICES AGENCY / MENTAL HEALTH

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Executive Director to sign the agreement with His Ideas, Inc. a California corporation dba Children First Foster Family Agency and/or Lassen Counseling Center for the provision of Mental Health Services for the rates as listed for the total compensation not to exceed $1,500,000 during any fiscal year, effective 7/1/25 and shall terminate 6/30/28

Financial Impact:
Costs will be paid for between Mental Health Realignment funds allocated for medically necessary services and/or Mental Health Services Act (MHSA) funds.

Background Information:
This is a renewal agreement with this vendor who has been providing services since 2019. This is a local vendor providing outpatient mental health services to Tehama County residents, allowing for additional capacity for medically necessary services. The contract also provides assistance in meeting Network Adequacy Standards by the Department of Health Care Services (DHCS). If the agreement Is not approved, Tehama County residents would not be able to utilize services that are provided locally.

AGREEMENT BETWEEN COUNTY OF TEHAMA AND
HIS IDEAS, INC.

This agreement is entered into between County of Tehama, through its **Health Services Agency** ("County"), and **His Ideas, Inc., a California corporation** dba Children First Foster Family Agency and/or Lassen Counseling Center ("Contractor") for the provision of Mental Health Services.

1. **RESPONSIBILITIES OF CONTRACTOR**

Contractor agrees to provide Mental Health Services for Full-Scope Medi-Cal beneficiaries eligible for enrollment in the Tehama County (COUNTY 52 Medi-Cal) Mental Health Plan. Services to uninsured or non-Medi-Cal eligible individuals may be reimbursed under this agreement on a case-by-case basis if the Contractor receives written authorization from County prior to providing such services provided however, that only medically necessary services shall be provided or billed under this contract. Without limiting the generality of the foregoing, educationally related mental health services are not covered by this contract, and County shall not be obligated to pay for such services under the contract. Further, this contract shall not cover services provided to any individual placed in Contractor's facility pursuant to an Individualized Education Plan, and County shall not be obligated to pay for such services under the contract.

Contractor shall perform the following services upon request of County Assessment; Brokerage and Linkage; Collateral; Crisis Intervention; Day Rehabilitation; Day Treatment Intensive; Group Therapy; Individual Therapy; Medication Support; Plan Development; Therapeutic Behavioral Services Program (TBS) and Rehabilitation. Mild and moderate mental health services will not be reimbursed under this agreement.

Contractor understands that court-ordered assessments, written reports, expert witness testimony, case conferences or other forensic or administrative professional activities shall not be considered reimbursable activities under this agreement.

Contractor shall comply with:

A. Applicable Medi-Cal Specialty Mental Health Services regulations, section 14680 of the Welfare and Institutions Code and the California Code of Regulations, Title 9, Division 1, Chapter 11;

B. Applicable sections of the Tehama County Mental Health Plan ("MHP") as approved by the California Department of Mental Health, the Tehama County Mental Health Quality Assurance Plan, the Tehama County Cultural Competency Plan, and the various policies and procedures established by the Tehama County Mental Health Director for the administration of public mental health services within Tehama County, as hereafter amended; and

C. The most current Tehama County Behavioral Health Member Handbook ("Handbook") – Exhibit D.

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 COUNTY**

County shall compensate Contractor as set forth in section 3 of this agreement. Contractor acknowledges Tehama County Health Services Agency Executive Director's ("Director") responsibility for implementing, operating, managing, and overseeing the Mental Health Plan ("MHP") and compliance with California Welfare and Institutions Code, and Title 9, California Code of Regulations ("Title 9, CCR"). Director retains the right to restrict payment under this agreement to medically necessary services that meet MHP and Title 9, CCR requirements for preauthorization and retrospective review.

County agrees to pay Contractor at the rates listed in section 3 of this agreement for authorized services. In the event that the State of California shall establish a maximum allowance for any service listed in section 1 that is lower than the rate established by this agreement the maximum allowance established by the State of California shall prevail.

County will provide Contractor with the Handbook, attached hereto as Exhibit D, and by this reference made a part hereof.

County will follow the Provider Problem Resolution Process described in the Handbook when Contractor disputes denial of payment. If a Federal or State audit exception is created due to error of omission or commission on the part of the County, the County will be held responsible for the audit exception.

3. **COMPENSATION**

County shall compensate Contractor for services rendered pursuant to the terms described in the current Handbook, attached as Exhibit D and incorporated herein. County shall pay Contractor the rates set forth in Exhibit B.

A. The total compensation payable under this agreement shall not exceed $1,500,000 during any fiscal year further defined as July 1, 2025, through June 30, 2026; July 1, 2026, through June 30, 2027, and July 1, 2027, through June 30, 2028. The total maximum compensation shall not exceed $4,500,000.00.

B. Cost Reports

Effective July 1, 2022, MHPs, DMCODS/DMC counties will no longer be required to submit an annual Medi-Cal cost report. This policy change will eliminate the need for counties to collect and submit cost reports from subcontracted network providers for purposes of Medi-Cal reimbursement. However, counties may still need to collect cost information from subcontracted network providers for a variety of reasons, including, but not limited to:

- MHPs and DMC-ODS/DMC counties are required to continue to collect cost reports from network providers in compliance with DHCS cost reporting policies for services rendered prior to the date Behavioral Health Payment Reform is implemented on July 1, 2023.
- When cost reporting is required by state or federal law.

4. **BILLING AND PAYMENT**

Contractor shall submit to County a monthly invoice of rendered services by the thirtieth day following the last day of the month in which the services were delivered. County shall make payment within 30 days of the date the services were approved for payment on the basis of retrospective review described in paragraph 12, PAYMENT AUTHORIZATION, below. County shall not be obligated to pay for services billed later than the thirtieth day following the last day of the month in which the services were delivered except in the case of beneficiaries covered by both Medi-Cal and a third-party payer. If a beneficiary is covered by both Medi-Cal and a third-party payer, Contractor will bill third party payer and receive an Explanation of Benefits (EOB) from the third party payer prior to billing County. Submission to County shall be considered timely when a billing invoice (accompanied by an EOB indicating payment or denial) is submitted: (1) no later than the thirtieth day following the last day of the month in which Contractor received an EOB for the billed service from the third party payer, and (2) no later than the 120th day following the last day of the month in which services were delivered.

When, on the basis of retrospective review, it has been determined that Contractor has failed to meet service standards or documentation standards established by the MHP and Title 9, California Code of Regulations, payment will be denied on the basis of audit exception. Payment will not be made on the basis of added, amended, or altered records presented after the date of the retrospective review. Whenever there is audit exception against the County resulting from a claim for funding for an expenditure by the Contractor that is not allowable, the County may offset reimbursement to the Contractor for the exception.

5. **TERM OF AGREEMENT**

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

6. **TERMINATION OF AGREEMENT**

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

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

7. **ENTIRE AGREEMENT; MODIFICATION**

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. However, minor changes to the Handbook that do not result in a substantial or functional change to the original intent of the agreement may occur during term of agreement. 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**

A. 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.

B. 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. AUTHORIZATION

Contractor retains responsibility for obtaining evidence that County has authorized all services delivered under this agreement prior to their delivery. Authorization as used here means that County has provided written evidence to Contractor that it has completed an assessment and has determined that the beneficiary is eligible to receive the services, and that MHP and Title 9, CCR medical necessity criteria have been met.

Contractor will have 60 days from the date of the assessment to render initial counseling services and develop a treatment plan. If, due to extenuating circumstances, Contractor cannot complete the treatment plan within 60 days from the date of assessment, Contractor shall request additional time, specifying the reasons for the extension. County will review the request and notify Contractor of denial or further authorization, with a maximum of an additional 30 days.

The treatment plan shall set forth the specific, observable, and measurable goals of treatment that relate to the beneficiary's diagnosis and that address improvement in functioning, the specific services to be provided, the period of time for the services, the frequency of services and the cumulative total hours of service. The County must provide written authorization of the treatment plan prior to the delivery of ongoing treatment services by the Contractor within one week of receipt of the treatment plan.

16. SERVICE STANDARDS

Contractor agrees to abide by the same standards of care under which county provides service through programs staffed by County employees. Standards of care are communicated to Contractor

via the Handbook, orientation, site certification process, retrospective reviews by the MHP, and training as new standards of care are implemented.

17. **PAYMENT AUTHORIZATION**

County shall render payment as described in the current Handbook for services provided under this agreement that were authorized and that meet service standards and documentation standards established by the Tehama County MHP and Title 9, CCR. Compliance with MHP and Title 9, CCR service standards and documentation standards shall be established on the basis of retrospective reviews performed by Director or his or her designee. All claims for reimbursement under this agreement shall be submitted together with an Assurance of Compliance and Letter of Transmittal (see Handbook).

18. **LAW AND VENUE**

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

19. **AUTHORITY**

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

20. **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:

Executive Director
Tehama County Health Services Agency
Post Office Box 400
Red Bluff, California 96080
PH: (530) 527-8491

If to Contractor:

Executive Director
His Ideas, Inc. dba Children First FFA and /or
Lassen Counseling Center
Post Office Box 950
Red Bluff, CA 96080
PH: (530) 529-0454

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

21. **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.

22. **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.

23. **LICENSING OR ACCREDITATION**

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

24. **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.

25. **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.

26. **CODE OF CONDUCT**

Tehama County Health Services Agency (TCHSA) maintains high ethical standards and is committed to complying with all applicable statutes, regulations, and guidelines. The TCHSA and each of its employees and contractors shall follow an established Code of Conduct.

PURPOSE

The purpose of the TCHSA Code of Conduct is to ensure that all TCHSA employees and contractors are committed to conducting their activities in accordance with the highest levels of ethics and in compliance with all applicable State and Federal statutes, regulations, and guidelines. The Code of Conduct also serves to demonstrate TCHSA's dedication to providing quality care to its patients.

CODE OF CONDUCT – General Statement

The Code of Conduct is intended to provide TCHSA employees and contractors with general guidelines to enable them to conduct the business of TCHSA in an ethical and legal manner;

- Every TCHSA employee and contractor is expected to uphold the Code of Conduct;
- Failure to comply with the Code of Conduct or failure to report non-compliance may subject the TCHSA employee or contractor to disciplinary action, up to or including termination of employment or contracted status.

CODE OF CONDUCT

All TCHSA employees and contractors:

- Shall perform their duties in good faith and to the best of their ability.
- Shall comply with all statutes, regulations, and guidelines applicable to Federal health care programs, and with TCHSA's own policies and procedures.
- Shall refrain from any illegal conduct. When an employee or contractor is uncertain of the meaning or application of a statute, regulation, or guideline, or the legality of a certain practice or activity, he or she shall seek guidance from his or her immediate Supervisor, Division Director, the Quality Assurance Manager, the Compliance Auditor, the Assistant Executive Director-Programs, or the Assistant Executive Director-Administration.
- Shall not obtain any improper personal benefit by virtue of their employment or contractual relationship with TCHSA;
- Shall notify their Supervisor, Division Director, Assistant Executive Director-Administration, the Assistant Executive Director-Programs, or Agency Executive Director immediately upon receipt (at work or at home) of any inquiry, subpoena, or other agency or governmental request for information regarding TCHSA;
- Shall not destroy or alter TCHSA information or documents in anticipation of, or in response to, a request for documents by any applicable governmental agency or from a court of competent jurisdiction;
- Shall not engage in any practice intended to unlawfully obtain favorable treatment or business from any entity, physician, patient, resident, vendor, or any other person or entity in a position to provide such treatment or business;
- Shall not accept any gift of more than nominal value or any hospitality or entertainment, which because of its source or value, might influence the employee's or contractor's independent judgment in transactions involving TCHSA;
- Shall disclose to their Division Director any financial interest, official position, ownership interest, or any other relationship that they (or a member of their immediate family) has with TCHSA vendors or contractors;
- Shall not participate in any false billing of patients, governmental entities, or any other party;

- Shall not participate in preparation of any false cost report or other type of report submitted to the government;
- Shall not pay or arrange for TCHSA to pay any person or entity for the referral of patients to TCHSA, and shall not accept any payment or arrangement for TCHSA to accept any payment for referrals from TCHSA:
- Shall not use confidential TCHSA information for their own personal benefit or for the benefit of any other person or entity while employed at or under contract to TCHSA, or at any time thereafter;
- Shall not disclose confidential medical information pertaining to TCHSA's patients or clients without the express written consent of the patients or clients or pursuant to court order and in accordance with the applicable law and TCHSA applicable policies and procedures;
- Shall promptly report to the Compliance Auditor any and all violations or suspected violations of the Code of Conduct;
- Shall promptly report to the Compliance Auditor any and all violations or suspected violations of any statute, regulation, or guideline applicable to Federal health care programs or violations of TCHSA's own policies and procedures;
- Shall not engage in or tolerate retaliation against employees or contractors who report or suspect wrongdoing.

27. **HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA)**

The Contractor acknowledges that it is a "health care provider" for purposes of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations. The Contractor agrees to use individually identifiable healthcare information obtained from the County only for purposes of providing diagnostic or treatment services to patients.

Contractor agrees to report to County any security incident or any use or disclosure of PHI (in any form) not provided for by this Agreement. Security incidents include attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. Contractor shall make this report by the next business

day following discovery of the use, disclosure, or security incident.

28. **CULTURAL COMPETENCY**

Contractor shall ensure that services delivered under the terms of this agreement reflect a comprehensive range of age appropriate, cost-effective, high quality intervention strategies directed so as to promote wellness, avert crises, and maintain beneficiaries within their own communities. Contractor shall make every effort to deliver services which are culturally sensitive and culturally competent, and which operationalize the following values:

A. Services should be delivered in the client's primary language or language of choice since language is the primary "carrier of culture,"

B. Services should encourage the active participation of individuals in their own care, protect confidentiality at all times, and recognize the rights of all individuals regardless of race, ethnicity, cultural background, disability or personal characteristics,

C. Service delivery staff should reflect the racial, ethnic, and cultural diversity of the population being served,

D. Certain culturally sanctioned behaviors, values, or attitudes of individuals legitimately may conflict with "mainstream values" without indicating psychopathology or moral deviance,

E. Service delivery systems should reflect cultural diversity in methods of service delivery as well as policy,

F. The organization should instill values in staff which encourage them to confront racially or culturally biased behavior in themselves and others and which encourage them to increase their sensitivity and acceptance of culturally based differences.

G. Contractor's staff shall receive cultural competency training and Contractor shall provide evidence of such training to County upon request.

29. **DOCUMENTS AND RECORDS**

A. Upon written request, Contractor agrees to permit County, State, and/or Federal agencies authorized by the Director, to inspect, review, and copy all records, notes,

and writing of any kind in connection with the services provided by Contractor under this agreement. All such inspections and copying shall occur during normal business hours.

B. If the California Department of Health Care Services, Center for Medicare and Medicaid Services (CMS), or Office of the Inspector General of the US Department of Health and Human Services determines there is a reasonable possibility of fraud or similar risk, the State, SMC or HHS Inspector General may inspect, evaluate, and audit the subcontractor at any time.

C. Contractor shall preserve all records relating to the services provided pursuant to this agreement until at least ten years from the final date of the contract period or ten years from the date of completion of any audit, whichever is later.

D. At the end of the period required for record retention, Contractor shall destroy all records made pursuant to this agreement in accordance with the California Code of Regulations, the California Welfare and Institutions Code, and Contractor's State licensing requirements.

E. Contractor shall document compliance with all contractual requirements. Such documentation shall be provided to County upon request.

30. **CLINICAL RECORDS**

Contractor shall maintain adequate records. Patient records must comply with all appropriate State and Federal requirements. Individual records shall contain intake information, interviews, and progress notes. Program records shall contain detail adequate for the evaluation of the service. Contractor agrees that its inability to produce records adequate for evaluation of the service shall constitute ground for audit exception and denial of Contractor's claim for payment for those services. Contractor shall provide monthly reports to the Director in conformance with the Client and Service Information (CSI) System as prescribed by the State Department of Mental Health.

If Contractor maintains an Electronic Health Record (EHR) with Protected Health Information (PHI), and an individual request a copy of such information in an electronic format, Contractor shall provide such information in an electronic format to enable the County to fulfill its

obligations under the HITECH Act, including but not limited to, 42 U.S.C. Section 17935(e) and the HIPAA regulations.

31. **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 maintained and retained for seven years following the close of the fiscal year to which the records pertain, or settlement of the Short-Doyle Medi-Cal Cost Report with the State of California, whichever is longer.

32. **CONFIDENTIALITY OF PATIENT INFORMATION**

All information and records obtained in the course of providing services under this agreement shall be confidential and Contractor shall comply with State and Federal requirements regarding confidentiality of patient information (including but not limited to section 5328 of the Welfare and Institutions Code, and Title 45, Code of Federal Regulations, section 205.50 for MediCal-eligible patients) including all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). All applicable regulations and statutes relating to patients' rights shall be adhered to. This provision shall survive the termination, expiration, or cancellation of this agreement.

33. **SEVERABILITY**

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or County ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

34. **PARTICIPATION IN FEDERAL HEALTHCARE PROGRAMS**

A. In entering into this agreement, Contractor acknowledges that County intends to seek reimbursement from Federal Healthcare programs for services provided directly by Contractor. Contractor acknowledges County's intent to comply with all rules and regulations pertaining to Federal Healthcare Programs. Contractor agrees to comply, and to require its employees who are considered "Covered Individuals" to comply with all policies and procedures of the Compliance Program. "Covered Individuals" are defined as employees or independent contractors of the Contractor with responsibilities pertaining to the ordering, provision, documentation, coding, or billing of services payable by a Federal Healthcare program for which County seeks reimbursement from the Federal Healthcare programs.

B. Contractor agrees to provide copies of the Code of Conduct to all Covered Individuals and to obtain (subject to review by County and/or Office of Inspector General [OIG]) signed certifications from each individual certifying that they have received, read, and understand the Code of Conduct and agree to abide by all rules and regulations pertaining to participation in Federal Healthcare programs. Contractor will submit the signed certifications to TCHSA's Compliance Officer within thirty (30) days after the effective date of this agreement for all current employees who are "Covered Individuals" and within thirty (30) days after the start date of any newly-hired employees or independent contractors who are "Covered Individuals".

C. Contractor shall neither employ nor enter into an agreement with any provider who is, or at any time has been, excluded from participation in any federally funded healthcare program, including, without limitation, Medicare or Medi-Cal in accordance with Exhibit B.

D. Contractor shall provide assurances of compliance with current State of California and Federal regulations regulating the reimbursement and delivery of healthcare services. These assurances are in the following forms which are provided in the Handbook:

(1) Statement of Understanding and Compliance – signed by each service provider for every day he/she provides a service to a beneficiary. This Statement shall be attached to or printed on the service provider's daily time sheet, service activity log, or billing record. If Contractor does not use a daily time sheet, service activity log, or billing record, Contractor may, after approval from County (which may be obtained via email), have each service provider sign a monthly Statement of Understanding and Compliance. Contractor shall make signed Statements available to County upon request.

(2) Assurance of Compliance and Letter of Transmittal – signed by an officer of the corporation. This must accompany each claim for reimbursement.

35. **AGREEMENT SUPERVISION**

A. The Director, or his/her designee, shall be the County employee authorized and assigned to represent the interests of the County and to ensure that the terms and conditions of this agreement are carried out.

B. County shall monitor the kind, quality, and quantity of Contractor's services and criteria for determining the persons to be served and length of treatment for patients covered under the terms of this agreement.

36. **PERSONNEL**

A. Contractor shall furnish such qualified professional personnel as prescribed in Title 9 of the California Code of Regulations required for the type of services described in Section 1.

B. All Contractor's personnel (including independent contractors) shall have the appropriate current State licensure required for their given profession.

C. Contractor shall comply with all applicable Federal and/or State laws, rules, and regulations in regard to nondiscrimination in employment on the basis of race, color, ancestry, national origin, religion, sex, marital status, sexual orientation, age, medical

condition, or disability (including compliance with the Federal Rehabilitation Act of 1973, section 504.

37. **LICENSING REQUIREMENTS**

Contractor shall comply with all necessary County or State licensing requirements and must obtain appropriate licenses and display same in a location that is reasonably conspicuous. Contractor shall abide by the Welfare and Institutions Code, section 5600 et. seq., Title 9 and Title 22 of the California Code of Regulations, the State Cost Reporting/Data Collection Manual (CR/DC), and State Department of Mental Health Policy Letters.

38. **AGREEMENT PREPARATION**

It is agreed and understood by the parties hereto that this agreement has been arrived at through negotiation and that neither party is to be deemed the party which created any uncertainty in this agreement within the meaning of Civil Code section 1654.

39. **TAXES**

Contractor agrees to file Federal and State tax returns and pay all applicable State and Federal taxes on amounts paid pursuant to this agreement. In case County is audited for compliance regarding withholding or other applicable taxes, Contractor agrees to furnish County with proof of payment of taxes on those earnings.

40. **PATIENTS' RIGHTS**

Contractor shall give beneficiaries notice of their rights as contained in the Tehama County Guide to Medi-Cal Mental Health Services (available upon request from County in electronic or paper form). In addition, in all facilities providing the services described herein the Contractor shall have prominently posted in the predominant languages of the community a list of the patients' rights.

41. **COMPLIANCE WITH LAW**

A. Contractor shall observe and comply with all applicable County, State and Federal laws, ordinances, rules and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference including, but not limited to, California Code of Regulations, Title 9, section 1810.436(a)(1)-(5), which provides that:

(1) Beneficiaries shall receive the same level of care as provided to all other patients served; and

(2) Medi-Cal beneficiaries shall not be discriminated against in any manner; and

(3) Contractor shall make all records, program compliance, and beneficiary complaints available for authorized review and fiscal audit whenever requested to do so by County, State, or Federal authorities; and

(4) The rate paid is considered to be payment in full, subject to third party liability and beneficiary share-of-cost for the specialty mental health services provided; and contractor shall adhere to Title 19 of the Social Security Act and conform to all other applicable Federal and State statutes and regulations.

B. The rights and duties of the parties to this agreement are additionally governed by the specific, additional terms mutually agreed to and listed in Exhibit D and by this reference made a part hereof.

42. **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.

43. **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.

44. **COMPLIANCE AND PROGRAM INTEGRITY**

Contractor shall comply with all contractual provisions pursuant to Exhibit C, "COMPLIANCE AND PROGRAM INTEGRITY," attached hereto and incorporated by reference.

45. **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.

46. **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)."

47. **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.

48. **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.

49. **EXHIBITS**

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

The following is a list of all the Exhibits to this Agreement, which are hereby incorporated by reference:

Exhibit A – Insurance Requirements for Contractor

Exhibit B – Rates

Exhibit C – Compliance and Program Integrity

Exhibit D – Tehama County Behavioral Health Member Handbook

Docusign Envelope ID: C4E74CC5-6B36-4905-A68B-DDA28BC9B7E3

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

Date: 7-3-25

COUNTY OF TEHAMA

Jayme S. Bottke, Executive Director

HIS IDEAS, INC., a California corporation dba Children First Foster Family Agency and/or Lassen Counseling Center

Date: 7/2/2025

Signed by:
Shannon Pierce
337857BF7BCA4B2...

Shannon Pierce, Executive Director/CEO

109197

Vendor Number

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

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

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

Automobile Liability

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

Workers' Compensation

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

Professional Liability (Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less

than $1,000,000 per claim and $2,000,000 aggregate on a claims made basis. However, if coverage is written on a claims-made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

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

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

Endorsements: Additional Insureds

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

The certificate holder shall be "County of Tehama."

Deductibles and Self-Insured Retentions

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

Primary Insurance Coverage

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

Coverage Cancellation

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

Acceptability of Insurers

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

Subcontractors

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

Material Breach

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

Policy Obligations

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

Verification of Coverage

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

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

Contract Exhibit - Rates

Provider Children First

Exhibit B

State Deleted the Code
State Added the Code
State Change the Time Increment on the Code

Code	Modifier	Format	Time Associated with Code (Mins) for Purposes of Rate	Type of Serivce	Service Description	Modifier Description	Provider Type	Rates FY 23-24	Rates FY 24-25	Rates FY 25-26
90791		90791	15	Assessment Codes	Psychiatric Diagnostic Evaluation, 15 Minutes		LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 301.32	$ 301.32
90791	59	90791:59	15	Assessment Codes	Psychiatric Diagnostic Evaluation, 15 Minutes	Two Procedures in a Day	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 301.32	$ 301.32
90791	59,95	90791:59:95	15	Assessment Codes	Psychiatric Diagnostic Evaluation, 15 Minutes	Two Procedures in a Day w/Telemedicine	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 301.32	$ 301.32
90791	59,95,HK	90791:59:95:HK	15	Assessment Codes	Psychiatric Diagnostic Evaluation, 15 Minutes	Two Procedures in a Day w/Telemedicine in Specialized MH program	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 301.32	$ 301.32
90791	59,HK	90791:59:HK	15	Assessment Codes	Psychiatric Diagnostic Evaluation, 15 Minutes	Distinct Procedural Service in Specialized MH program	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 301.32	$ 301.32
90791	95	90791:95	15	Assessment Codes	Psychiatric Diagnostic Evaluation, 15 Minutes	Telemedicine	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 301.32	$ 301.32
90791	95,HK	90791:95:HK	15	Assessment Codes	Psychiatric Diagnostic Evaluation, 15 Minutes	Telemedicine in Specialized MH program	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 301.32	$ 301.32
90791	HK	90791:HK	15	Assessment Codes	Psychiatric Diagnostic Evaluation, 15 Minutes	Specialized MH program	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 301.32	$ 301.32
90791	HL	90791:HL	15	Assessment Codes	Psychiatric Diagnostic Evaluation, 15 Minutes	Intern	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 301.32	$ 301.32
90791	HL,59	90791:HL:59	15	Assessment Codes	Psychiatric Diagnostic Evaluation, 15 Minutes	Intern and Two Procedures in a Day	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 301.32	$ 301.32
90791	HL,59,95	90791:HL:59:95	15	Assessment Codes	Psychiatric Diagnostic Evaluation, 15 Minutes	Intern and Two Procedures in a Day w/Telemedicine	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 301.32	$ 301.32
90791	HL,95	90791:HL:95	15	Assessment Codes	Psychiatric Diagnostic Evaluation, 15 Minutes	Intern w/Telemedicine	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 301.32	$ 301.32
90885		90885	15	Assessment Codes	Psychiatric Evaluation of Hospital Recordss, 15 Minutes		LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 301.32	$ 301.32
90885	59	90885:59	15	Assessment Codes	Psychiatric Evaluation of Hospital Recordss, 15 Minutes	Two Procedures in a Day	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 301.32	$ 301.32
90885	59,95	90885:59:95	15	Assessment Codes	Psychiatric Evaluation of Hospital Recordss, 15 Minutes	Two Procedures in a Day w/Telemedicine	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 301.32	$ 301.32
90885	59,95,HK	90885:59:95:HK	15	Assessment Codes	Psychiatric Evaluation of Hospital Recordss, 15 Minutes	Two Procedures in a Day w/Telemedicine in Specialized MH program	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 301.32	$ 301.32
90885	59,HK	90885:59:HK	15	Assessment Codes	Psychiatric Evaluation of Hospital Recordss, 15 Minutes	Two Procedures in a Day in Specialized MH program	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 301.32	$ 301.32
90885	95	90885:95	15	Assessment Codes	Psychiatric Evaluation of Hospital Recordss, 15 Minutes	Telemedicine	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 301.32	$ 301.32
90885	95,HK	90885:95:HK	15	Assessment Codes	Psychiatric Evaluation of Hospital Recordss, 15 Minutes	Telemedicine in Specialized MH program	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 301.32	$ 301.32
90885	HK	90885:HK	15	Assessment Codes	Psychiatric Evaluation of Hospital Recordss, 15 Minutes	Specialized MH program	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 301.32	$ 301.32
90885	HL	90885:HL	15	Assessment Codes	Psychiatric Evaluation of Hospital Recordss, 15 Minutes	Intern	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 301.32	$ 301.32
90885	HL,59	90885:HL:59	15	Assessment Codes	Psychiatric Evaluation of Hospital Recordss, 15 Minutes	Intern and Two Procedures in a Day	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 301.32	$ 301.32
96110		96110	15	Assessment Codes	Developmental Screening, 15 Minutes		LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 301.32	$ 301.32
96110	59	96110:59	15	Assessment Codes	Developmental Screening, 15 Minutes	Two Procedures in a Day	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 301.32	$ 301.32
96110	59:95	96110:59:95	15	Assessment Codes	Developmental Screening, 15 Minutes	Two Procedures in a Day w/Telemedicine	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 301.32	$ 301.32
96110	59:95:HK	96110:59:95:HK	15	Assessment Codes	Developmental Screening, 15 Minutes	Two Procedures in a Day w/Telemedicine in Specialized MH program	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 301.32	$ 301.32
96110	59:HK	96110:59:HK	15	Assessment Codes	Developmental Screening, 15 Minutes	Two Procedures in a Day in Specialized MH program	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 301.32	$ 301.32
96110	95	96110:95	15	Assessment Codes	Developmental Screening, 15 Minutes	Telemedicine	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 301.32	$ 301.32
96110	95:HK	96110:95:HK	15	Assessment Codes	Developmental Screening, 15 Minutes	Telemedicine in Specialized MH program	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 301.32	$ 301.32
96110	HK	96110:HK	15	Assessment Codes	Developmental Screening, 15 Minutes	Specialized MH program	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 301.32	$ 301.32
96116		96116	60	Assessment Codes	Neurobehavioral Status Exam, First Hour		LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 301.32	$ 301.32	$ 301.32
96116	59	96116:59	60	Assessment Codes	Neurobehavioral Status Exam, First Hour	Two Procedures in a Day	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 301.32	$ 301.32	$ 301.32
96116	59:95	96116:59:95	60	Assessment Codes	Neurobehavioral Status Exam, First Hour	Two Procedures in a Day w/Telemedicine	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 301.32	$ 301.32	$ 301.32
96116	59:95:HK	96116:59:95:HK	60	Assessment Codes	Neurobehavioral Status Exam, First Hour	Two Procedures in a Day w/Telemedicine in Specialized MH program	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 301.32	$ 301.32	$ 301.32
96116	59:HK	96116:59:HK	60	Assessment Codes	Neurobehavioral Status Exam, First Hour	Two Procedures in a Day in Specialized MH program	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 301.32	$ 301.32	$ 301.32
96116	95	96116:95	60	Assessment Codes	Neurobehavioral Status Exam, First Hour	Telemedicine	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 301.32	$ 301.32	$ 301.32
96116	95:HK	96116:95:HK	60	Assessment Codes	Neurobehavioral Status Exam, First Hour	Telemedicine in Specialized MH program	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 301.32	$ 301.32	$ 301.32
96116	HK	96116:HK	60	Assessment Codes	Neurobehavioral Status Exam, First Hour	Specialized MH program	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 301.32	$ 301.32	$ 301.32
96121		96121	60	Assessment Codes	Neurobehavioral Status Exam, Each Additional Hour		LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 301.32	$ 301.32	$ 301.32
96121	95	96121:95	60	Assessment Codes	Neurobehavioral Status Exam, Each Additional Hour	Telemedicine	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 301.32	$ 301.32	$ 301.32
96121	95:HK	96121:95:HK	60	Assessment Codes	Neurobehavioral Status Exam, Each Additional Hour	Telemedicine in Specialized MH program	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 301.32	$ 301.32	$ 301.32
96121	HK	96121:HK	60	Assessment Codes	Neurobehavioral Status Exam, Each Additional Hour	Specialized MH program	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 301.32	$ 301.32	$ 301.32
96127		96127	15	Assessment Codes	Brief Emotional/Behavioral Assessment, 15 Minutes		LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 301.32	$ 301.32
96127	59	96127:59	15	Assessment Codes	Brief Emotional/Behavioral Assessment, 15 Minutes	Two Procedures in a Day	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 301.32	$ 301.32
96127	59:95	96127:59:95	15	Assessment Codes	Brief Emotional/Behavioral Assessment, 15 Minutes	Two Procedures in a Day w/Telemedicine	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 301.32	$ 301.32
96127	59:95:HK	96127:59:95:HK	15	Assessment Codes	Brief Emotional/Behavioral Assessment, 15 Minutes	Two Procedures in a Day w/Telemedicine in Specialized MH program	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 301.32	$ 301.32
96127	59:HK	96127:59:HK	15	Assessment Codes	Brief Emotional/Behavioral Assessment, 15 Minutes	Two Procedures in a Day in Specialized MH program	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 301.32	$ 301.32
96127	95	96127:95	15	Assessment Codes	Brief Emotional/Behavioral Assessment, 15 Minutes	Telemedicine	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 301.32	$ 301.32
96127	95:HK	96127:95:HK	15	Assessment Codes	Brief Emotional/Behavioral Assessment, 15 Minutes	Telemedicine in Specialized MH program	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 301.32	$ 301.32
96127	HK	96127:HK	15	Assessment Codes	Brief Emotional/Behavioral Assessment, 15 Minutes	Specialized MH program	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 301.32	$ 301.32
98966	93	98966:93	8	Assessment Codes	Telephone Assessment and Management Service, 5-10 Minutes	Telephone only	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 40.18	$ 40.18	$ 40.18
98967	93	98967:93	16	Assessment Codes	Telephone Assessment and Management Service, 11-20 Minutes	Telephone only	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 80.35	$ 80.35	$ 80.35
98968	93	98968:93	26	Assessment Codes	Telephone Assessment and Management Service, 21-30 Minutes	Telephone only	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 130.57	$ 130.57	$ 130.57
96202		96202	60	Collateral	Multi-family group behavior mgmt/mod training; initial 60 minutes.		LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)			$ 301.32
96202	HQ	96202:HQ	60	Collateral	Multi-family group behavior mgmt/mod training; initial 60 minutes	Group Setting	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)			$ 66.96
96203		96203	15	Collateral	Multi-family group behavior mgmt/mod training; each additional 15 minutes		LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)			$ 75.33
96203	HQ	96203:HQ	15	Collateral	Multi-family group behavior mgmt/mod training; each additional 15 minutes	Group Setting	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)			$ 16.74
97550		97550	23	Collateral	Caregiver Training Face-to-Face; initial 30 minutes		LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)			$ 115.50
97551		97551	15	Collateral	Caregiver Training Face-to-Face; each additional 15 minutes -		LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)			$ 75.33

97552		97552	45	Collateral	Group Caregiver Training; 45 minutes		LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)				$ 225.99
97552	HQ	97552:HQ	45	Collateral	Group Caregiver Training; 45 minutes	Group Setting	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)				$ 50.22
G0323		G0323	60	Treatment Planning	Care Management Services for BH Conditions; at least 30 minutes		LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)				$ 301.32
G0539		G0539	23	Collateral	Caregiver Training in behavior mgmt/mod; at least 30 minutes -		LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)				$ 115.50
G0540		G0540	15	Collateral	Caregiver Training in behavior mgmt/mod; each additional 15 minutes		LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)				$ 75.33
G0541		G0541	23	Collateral	Caregiver Training in direct care; initial 30 minutes		LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)				$ 115.50
G0542		G0542	15	Collateral	Caregiver Training in direct care; each additional 15 minutes -		LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)				$ 75.33
G0543		G0543	45	Collateral	Group Caregiver Training in direct care; initial 30 minutes		LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)				$ 225.99
G0543	HQ	G0543:HQ	45	Collateral	Group Caregiver Training in direct care; each additional 15	Group setting	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)				$ 50.22
H0031		H0031	15	Assessment Codes	Mental Health Assessment by Non Physician, 15 Minutes		LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 75.33	$ 75.33	
H0031	HK	H0031:HK	15	Assessment Codes	Mental Health Assessment by Non Physician, 15 Minutes	Specialized MH program	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 75.33	$ 75.33	
H2000		H2000	15	Assessment Codes	Comprehensive Multidisciplinary Evaluation, 15 Minutes		LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 75.33	$ 75.33	
H2000	HK	H2000:HK	15	Assessment Codes	Comprehensive Multidisciplinary Evaluation, 15 Minutes	Specialized MH program	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 75.33	$ 75.33	
T2024		T2024		Assessment Codes	Assessment substitute, 15 minutes		LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)		$ 75.33	$ 75.33	
90839		90839	52	Crisis Intervention Codes	Psychotherapy for Crisis, First 30-74 Minutes		LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 261.15	$ 301.32	$ 301.32	
90839	59	90839:59	52	Crisis Intervention Codes	Psychotherapy for Crisis, First 30-74 Minutes	Two Procedures in a Day	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 261.15	$ 301.32	$ 301.32	
90840		90840	30	Crisis Intervention Codes	Psychotherapy for Crisis, Each Additional 30 Minutes		LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 150.66	$ 150.66	$ 150.66	
90840	59	90840:59	30	Crisis Intervention Codes	Psychotherapy for Crisis, Each Additional 30 Minutes	Two Procedures in a Day	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 150.66	$ 150.66	$ 150.66	
H2011		H2011	15	Crisis Intervention Codes	Crisis Intervention Service, per 15 Minutes		LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 75.33	$ 75.33	
H2011	GT	H2011:GT	15	Crisis Intervention Codes	Crisis Intervention Service, per 15 Minutes	Telemedicine	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 75.33	$ 75.33	
H2011	SC	H2011:SC	15	Crisis Intervention Codes	Crisis Intervention Service, per 15 Minutes	Telephone only	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 75.33	$ 75.33	
H0033		H0033	15	Medication Support Codes	Oral Medication Administration, Direct Observation, 15 Minutes		LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 75.33	$ 75.33	
H0033	HK	H0033:HK	15	Medication Support Codes	Oral Medication Administration, Direct Observation, 15 Minutes	Specialized MH program	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 75.33	$ 75.33	
H0036		H0036	15	Functional Family Therapy	Community Psychiatric Supportive Treatment; per 15 minutes		LCSW / MFT / LPCC (Licensed, Waivered, or Registered)				$ 75.33
99366		99366	60	Plan Development Codes	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non Physician. Face-to-face with Patient and/or Family. 30 Minutes or More		LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 301.33	$ 301.33	$ 301.33	
99366	27	99366:27	60	Plan Development Codes	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non Physician. Face-to-face with Patient and/or Family. 30 Minutes or More	Multiple E/M	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 301.33	$ 301.33	$ 301.33	
99366	27:59	99366:27:59	60	Plan Development Codes	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non Physician. Face-to-face with Patient and/or Family. 30 Minutes or More	Multiple E/M and Two Procedures in a Day	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 301.33	$ 301.33	$ 301.33	
99366	27:59:95	99366:27:59:95	60	Plan Development Codes	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non Physician. Face-to-face with Patient and/or Family. 30 Minutes or More	Multiple E/M and Two Procedures in a Day w/Telemedicine	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 301.33	$ 301.33	$ 301.33	
99366	27:59:95:HK	99366:27:59:95:HK	60	Plan Development Codes	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non Physician. Face-to-face with Patient and/or Family. 30 Minutes or More	Multiple E/M and Two Procedures in a Day w/Telemedicine in Specialized MH program	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 301.33	$ 301.33	$ 301.33	
99366	59	99366:59	60	Plan Development Codes	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non Physician. Face-to-face with Patient and/or Family. 30 Minutes or More	Two Procedures in a Day	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 301.33	$ 301.33	$ 301.33	
99366	59:95	99366:59:95	60	Plan Development Codes	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non Physician. Face-to-face with Patient and/or Family. 30 Minutes or More	Two Procedures in a Day w/Telemedicine	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 301.33	$ 301.33	$ 301.33	
99366	59:95:HK	99366:59:95:HK	60	Plan Development Codes	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non Physician. Face-to-face with Patient and/or Family. 30 Minutes or More	Two Procedures in a Day w/Telemedicine in Specialized MH program	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 301.33	$ 301.33	$ 301.33	
99366	95	99366:95	60	Plan Development Codes	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non Physician. Face-to-face with Patient and/or Family. 30 Minutes or More	Telemedicine	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 301.33	$ 301.33	$ 301.33	
99366	95:HK	99366:95:HK	60	Plan Development Codes	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non Physician. Face-to-face with Patient and/or Family. 30 Minutes or More	Telemedicine in Specialized MH program	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 301.33	$ 301.33	$ 301.33	
99366	HK	99366:HK	60	Plan Development Codes	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non Physician. Face-to-face with Patient and/or Family. 30 Minutes or More	Specialized MH program	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 301.33	$ 301.33	$ 301.33	
99368		99368	60	Plan Development Codes	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non Physician. Patient and/or Family Not Present. 30 Minutes or More		LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 301.33	$ 301.33	$ 301.33	
99368	27	99368:27	60	Plan Development Codes	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non Physician. Patient and/or Family Not Present. 30 Minutes or More	Multiple E/M	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 301.33	$ 301.33	$ 301.33	
99368	27:59	99368:27:59	60	Plan Development Codes	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non Physician. Patient and/or Family Not Present. 30 Minutes or More	Multiple E/M and Two Procedures in a Day	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 301.33	$ 301.33	$ 301.33	
99368	27:59:95	99368:27:59:95	60	Plan Development Codes	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non Physician. Patient and/or Family Not Present. 30 Minutes or More	Multiple E/M and Two Procedures in a Day w/Telemedicine	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 301.33	$ 301.33	$ 301.33	
99368	27:59:95:HK	99368:27:59:95:HK	60	Plan Development Codes	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non Physician. Patient and/or Family Not Present. 30 Minutes or More	Multiple E/M and Two Procedures in a Day w/Telemedicine in Specialized MH program	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 301.33	$ 301.33	$ 301.33	
99368	59	99368:59	60	Plan Development Codes	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non Physician. Patient and/or Family Not Present. 30 Minutes or More	Two Procedures in a Day	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 301.33	$ 301.33	$ 301.33	
99368	59:95	99368:59:95	60	Plan Development Codes	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non Physician. Patient and/or Family Not Present. 30 Minutes or More	Two Procedures in a Day w/Telemedicine	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 301.33	$ 301.33	$ 301.33	
99368	59:95:HK	99368:59:95:HK	60	Plan Development Codes	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non Physician. Patient and/or Family Not Present. 30 Minutes or More	Two Procedures in a Day w/Telemedicine in Specialized MH program	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 301.33	$ 301.33	$ 301.33	

99368	95	99368:95	60	Plan Development Codes	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non Physician. Patient and/or Family Not Present. 30 Minutes or More	Telemedicine	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 301.33	$ 301.33	$ 301.33
99368	95:HK	99368:95:HK	60	Plan Development Codes	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non Physician. Patient and/or Family Not Present. 30 Minutes or More	Telemedicine in Specialized MH program	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 301.33	$ 301.33	$ 301.33
99368	HK	99368:HK	60	Plan Development Codes	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non Physician. Patient and/or Family Not Present. 30 Minutes or More	Specialized MH program	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 301.33	$ 301.33	$ 301.33
99484		99484	60	Plan Development Codes	Care Management Services for Behavioral Health Conditions, Directed by Physician. At Least 20 Minutes***		LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 301.33	$ 301.33	$ 301.33
99484	95	99484:95	60	Plan Development Codes	Care Management Services for Behavioral Health Conditions, Directed by Physician. At Least 20 Minutes***	Two Procedures in a Day	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 301.33	$ 301.33	$ 301.33
99484	95:HK	99484:95:HK	60	Plan Development Codes	Care Management Services for Behavioral Health Conditions, Directed by Physician. At Least 20 Minutes***	Two Procedures in a Day w/Telemedicine	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 301.33	$ 301.33	$ 301.33
99484	HK	99484:HK	60	Plan Development Codes	Care Management Services for Behavioral Health Conditions, Directed by Physician. At Least 20 Minutes***	Telemedicine	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 301.33	$ 301.33	$ 301.33
H0032		H0032	15	Plan Development Codes	Mental Health Service Plan Developed by Non-Physician, 15 Minutes		LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 75.33	$ 75.33
H0032	HK	H0032:HK	15	Plan Development Codes	Mental Health Service Plan Developed by Non-Physician, 15 Minutes	Specialized MH program	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 75.33	$ 75.33
T1017		T1017	15	Referral Codes	Targeted Case Management, Each 15 Minutes		LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 75.33	$ 75.33
T1017	HK	T1017:HK	15	Referral Codes	Targeted Case Management, Each 15 Minutes	Specialized MH program	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 75.33	$ 75.33
H2017		H2017	15	Rehabilitation Codes	Psychosocial Rehabilitation, per 15 Minutes		LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 75.33	$ 75.33
H2017	HQ	H2017:HQ	15	Rehabilitation Codes	Psychosocial Rehabilitation, per 15 Minutes	Group setting	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 16.74	$ 16.74	$ 16.74
H2017	HK	H2017:HK	15	Rehabilitation Codes	Psychosocial Rehabilitation, per 15 Minutes	Specialized MH program	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 75.33	$ 75.33
H2017	HK:HQ	H2017:HK:HQ	15	Rehabilitation Codes	Psychosocial Rehabilitation, per 15 Minutes	Specialized MH program in a Group setting	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 16.74	$ 16.74	$ 16.74
H2021		H2021	15	Rehabilitation Codes	Community-Based Wrap-Around Services, per 15 Minutes		LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 75.33	$ 75.33
H2021	HK	H2021:HK	15	Rehabilitation Codes	Community-Based Wrap-Around Services, per 15 Minutes	Specialized MH program	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 75.33	$ 75.33
90785		90785	Occurrence	Supplemental Services Codes	Interactive Complexity		LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 10.82	$ 10.82	$ 10.82
90785	95	90785:95	Occurrence	Supplemental Services Codes	Interactive Complexity	Interactive Complexity - Tele Video	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 10.82	$ 10.82	$ 10.82
90785	95:HK	90785:95:HK	Occurrence	Supplemental Services Codes	Interactive Complexity	Interactive Complexity - Tele Video - High Risk	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 10.82	$ 10.82	$ 10.82
90785	HK	90785:HK	Occurrence	Supplemental Services Codes	Interactive Complexity	Interactive Complexity - High Risk	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 10.82	$ 10.82	$ 10.82
90785	HL	90785:HL	Occurrence	Supplemental Services Codes	Interactive Complexity	Interactive Complexity -Intern	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 10.82	$ 10.82	$ 10.82
90785	HL:93	90785:HL:93	Occurrence	Supplemental Services Codes	Interactive Complexity	Interactive Complexity -Intern-Telephone	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 10.82	$ 10.82	$ 10.82
90785	HL:95	90785:HL:95	Occurrence	Supplemental Services Codes	Interactive Complexity	Interactive Complexity -Intern-Tele Video	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 10.82	$ 10.82	$ 10.82
90887		90887	15	Supplemental Services Codes	Interpretation or Explanation of Results of Psychiatric or Other Medical Procedures to Family or Other Responsible Persons, 15 Minutes		LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 251.10	$ 251.10
90887	59	90887:59	15	Supplemental Services Codes	Interpretation or Explanation of Results of Psychiatric or Other Medical Procedures to Family or Other Responsible Persons, 15 Minutes	Two Procedures in a Day	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 251.10	$ 251.10
90887	59:95	90887:59:95	15	Supplemental Services Codes	Interpretation or Explanation of Results of Psychiatric or Other Medical Procedures to Family or Other Responsible Persons, 15 Minutes	Two Procedures in a Day w/Telemedicine	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 251.10	$ 251.10
90887	59:95:HK	90887:59:95:HK	15	Supplemental Services Codes	Interpretation or Explanation of Results of Psychiatric or Other Medical Procedures to Family or Other Responsible Persons, 15 Minutes	Two Procedures in a Day w/Telemedicine in Specialized MH program	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 251.10	$ 251.10
90887	59:HK	90887:59:HK	15	Supplemental Services Codes	Interpretation or Explanation of Results of Psychiatric or Other Medical Procedures to Family or Other Responsible Persons, 15 Minutes	Two Procedures in a Day in Specialized MH program	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 251.10	$ 251.10
90887	95	90887:95	15	Supplemental Services Codes	Interpretation or Explanation of Results of Psychiatric or Other Medical Procedures to Family or Other Responsible Persons, 15 Minutes	Telemedicine	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 251.10	$ 251.10
90887	95:HK	90887:95:HK	15	Supplemental Services Codes	Interpretation or Explanation of Results of Psychiatric or Other Medical Procedures to Family or Other Responsible Persons, 15 Minutes	Telemedicine in Specialized MH program	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 251.10	$ 251.10
90887	HK	90887:HK	15	Supplemental Services Codes	Interpretation or Explanation of Results of Psychiatric or Other Medical Procedures to Family or Other Responsible Persons, 15 Minutes	Specialized MH program	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 251.10	$ 251.10
90887	HL	90887:HL	15	Supplemental Services Codes	Interpretation or Explanation of Results of Psychiatric or Other Medical Procedures to Family or Other Responsible Persons, 15 Minutes	Intern	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 251.10	$ 251.10
90887	HL:59	90887:HL:59	15	Supplemental Services Codes	Interpretation or Explanation of Results of Psychiatric or Other Medical Procedures to Family or Other Responsible Persons, 15 Minutes	Intern and Two Procedures in a Day	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 251.10	$ 251.10
90887	HL:95	90887:HL:95	15	Supplemental Services Codes	Interpretation or Explanation of Results of Psychiatric or Other Medical Procedures to Family or Other Responsible Persons, 15 Minutes	Intern w/Telemedicine	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 251.10	$ 251.10
90887	HL:59:95	90887:HL:95:59	15	Supplemental Services Codes	Interpretation or Explanation of Results of Psychiatric or Other Medical Procedures to Family or Other Responsible Persons, 15 Minutes	Intern and Two Procedures in a Day w/Telemedicine	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 251.10	$ 251.10
96161		96161	15	Supplemental Services Codes	Caregiver Assessment Administration of Care Giver Focused Risk Assessment, 15 Minutes		LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 75.33	$ 75.33
96161	59	96161:59	15	Supplemental Services Codes	Caregiver Assessment Administration of Care Giver Focused Risk Assessment, 15 Minutes	Two Procedures in a Day	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 75.33	$ 75.33
96161	59:95	96161:59:95	15	Supplemental Services Codes	Caregiver Assessment Administration of Care Giver Focused Risk Assessment, 15 Minutes	Two Procedures in a Day w/Telemedicine	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 75.33	$ 75.33
96161	59:95:HK	96161:59:95:HK	15	Supplemental Services Codes	Caregiver Assessment Administration of Care Giver Focused Risk Assessment, 15 Minutes	Two Procedures in a Day w/Telemedicine in Specialized MH program	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 75.33	$ 75.33

96161	59:HK	96161:59:HK	15	Supplemental Services Codes	Caregiver Assessment Administration of Care Giver Focused Risk Assessment, 15 Minutes	Two Procedures in a Day in Specialized MH program	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 75.33	$ 75.33
96161	95	96161:95	15	Supplemental Services Codes	Caregiver Assessment Administration of Care Giver Focused Risk Assessment, 15 Minutes	Telemedicine	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 75.33	$ 75.33
96161	95:HK	96161:95:HK	15	Supplemental Services Codes	Caregiver Assessment Administration of Care Giver Focused Risk Assessment, 15 Minutes	Telemedicine in Specialized MH program	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 75.33	$ 75.33
96161	HK	96161:HK	15	Supplemental Services Codes	Caregiver Assessment Administration of Care Giver Focused Risk Assessment, 15 Minutes	Specialized MH program	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 75.33	$ 75.33
T1013		T1013	15	Supplemental Services Codes	Sign Language or Oral Interpretive Services, 15 Minutes		LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 19.67	$ 19.67	$ 19.67
T1013	HK	T1013:HK	15	Supplemental Services Codes	Sign Language or Oral Interpretive Services, 15 Minutes	Specialized MH program	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 19.67	$ 19.67	$ 19.67
H2019		H2019	15	Therapeutic Behavioral Services (TBS) Code	Therapeutic Behavioral Services per 15 Minute		LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 75.33	$ 75.33
H2019	HK	H2019:HK	15	Therapeutic Behavioral Services (TBS) Code	Therapeutic Behavioral Services per 15 Minute	Specialized MH program	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 75.33	$ 75.33
90832		90832	30	Therapy Codes	Psychotherapy, 30 Minutes with Patient		LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 150.67	$ 150.67	$ 150.67
90832	22	90832:22	30	Therapy Codes	Psychotherapy, 30 Minutes with Patient	Increased procedural services	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)			$ 152.52
90832	59	90832:59	30	Therapy Codes	Psychotherapy, 30 Minutes with Patient	Two Procedures in a Day	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 150.67	$ 150.67	$ 150.67
90832	59:95	90832:59:95	30	Therapy Codes	Psychotherapy, 30 Minutes with Patient	Two Procedures in a Day w/Telemedicine	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 150.67	$ 150.67	$ 150.67
90832	59:95:HK	90832:59:95:HK	30	Therapy Codes	Psychotherapy, 30 Minutes with Patient	Two Procedures in a Day w/Telemedicine in Specialized MH program	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 150.67	$ 150.67	$ 150.67
90832	59:HK	90832:59:HK	30	Therapy Codes	Psychotherapy, 30 Minutes with Patient	Two Procedures in a Day in Specialized MH program	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 150.67	$ 150.67	$ 150.67
90832	95	90832:95	30	Therapy Codes	Psychotherapy, 30 Minutes with Patient	Telemedicine	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 150.67	$ 150.67	$ 150.67
90832	95:HK	90832:95:HK	30	Therapy Codes	Psychotherapy, 30 Minutes with Patient	Telemedicine in Specialized MH program	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 150.67	$ 150.67	$ 150.67
90832	HK	90832:HK	30	Therapy Codes	Psychotherapy, 30 Minutes with Patient	Specialized MH program	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 150.67	$ 150.67	$ 150.67
90834		90834	45	Therapy Codes	Psychotherapy, 45 Minutes with Patient		LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 226.00	$ 226.00	$ 226.00
90834	22	90834:22	45	Therapy Codes	Psychotherapy, 45 Minutes with Patient	Increased procedural services	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)			$ 227.85
90834	59	90834:59	45	Therapy Codes	Psychotherapy, 45 Minutes with Patient	Two Procedures in a Day	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 226.00	$ 226.00	$ 226.00
90834	59:95	90834:59:95	45	Therapy Codes	Psychotherapy, 45 Minutes with Patient	Two Procedures in a Day w/Telemedicine	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 226.00	$ 226.00	$ 226.00
90834	59:95:HK	90834:59:95:HK	45	Therapy Codes	Psychotherapy, 45 Minutes with Patient	Two Procedures in a Day w/Telemedicine in Specialized MH program	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 226.00	$ 226.00	$ 226.00
90834	59:HK	90834:59:HK	45	Therapy Codes	Psychotherapy, 45 Minutes with Patient	Two Procedures in a Day in Specialized MH program	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 226.00	$ 226.00	$ 226.00
90834	95	90834:95	45	Therapy Codes	Psychotherapy, 45 Minutes with Patient	Telemedicine	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 226.00	$ 226.00	$ 226.00
90834	95:HK	90834:95:HK	45	Therapy Codes	Psychotherapy, 45 Minutes with Patient	Telemedicine in Specialized MH program	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 226.00	$ 226.00	$ 226.00
90834	HK	90834:HK	45	Therapy Codes	Psychotherapy, 45 Minutes with Patient	Specialized MH program	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 226.00	$ 226.00	$ 226.00
90837		90837	60	Therapy Codes	Psychotherapy, 60 Minutes with Patient		LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 301.33	$ 301.33	$ 301.33
90837	22	90837:22	60	Therapy Codes	Psychotherapy, 60 Minutes with Patient	Increased procedural services	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)			$ 303.18
90837	59	90837:59	60	Therapy Codes	Psychotherapy, 60 Minutes with Patient	Two Procedures in a Day	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 301.33	$ 301.33	$ 301.33
90837	59:95	90837:59:95	60	Therapy Codes	Psychotherapy, 60 Minutes with Patient	Two Procedures in a Day w/Telemedicine	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 301.33	$ 301.33	$ 301.33
90837	59:95:HK	90837:59:95:HK	60	Therapy Codes	Psychotherapy, 60 Minutes with Patient	Two Procedures in a Day w/Telemedicine in Specialized MH program	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 301.33	$ 301.33	$ 301.33
90837	59:HK	90837:59:HK	60	Therapy Codes	Psychotherapy, 60 Minutes with Patient	Two Procedures in a Day in Specialized MH program	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 301.33	$ 301.33	$ 301.33
90837	95	90837:95	60	Therapy Codes	Psychotherapy, 60 Minutes with Patient	Telemedicine	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 301.33	$ 301.33	$ 301.33
90837	95:HK	90837:95:HK	60	Therapy Codes	Psychotherapy, 60 Minutes with Patient	Telemedicine in Specialized MH program	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 301.33	$ 301.33	$ 301.33
90837	HK	90837:HK	60	Therapy Codes	Psychotherapy, 60 Minutes with Patient	Specialized MH program	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 301.33	$ 301.33	$ 301.33
90845		90845	15	Therapy Codes	Psychoanalysis, 15 Minutes		LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 225.99	$ 225.99
90845	59	90845:59	15	Therapy Codes	Psychoanalysis, 15 Minutes	Two Procedures in a Day	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 225.99	$ 225.99
90845	59:95	90845:59:95	15	Therapy Codes	Psychoanalysis, 15 Minutes	Two Procedures in a Day w/Telemedicine	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 225.99	$ 225.99
90845	59:95:HK	90845:59:95:HK	15	Therapy Codes	Psychoanalysis, 15 Minutes	Two Procedures in a Day w/Telemedicine in Specialized MH program	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 225.99	$ 225.99
90845	59:HK	90845:59:HK	15	Therapy Codes	Psychoanalysis, 15 Minutes	Two Procedures in a Day in Specialized MH program	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 225.99	$ 225.99
90845	95	90845:95	15	Therapy Codes	Psychoanalysis, 15 Minutes	Telemedicine	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 225.99	$ 225.99
90845	95:HK	90845:95:HK	15	Therapy Codes	Psychoanalysis, 15 Minutes	Telemedicine in Specialized MH program	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 225.99	$ 225.99
90845	HK	90845:HK	15	Therapy Codes	Psychoanalysis, 15 Minutes	Specialized MH program	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33	$ 225.99	$ 225.99
90847		90847	50	Therapy Codes	Family Psychotherapy [Conjoint Psychotherapy] (with Patient Present), 50 Minutes		LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 251.11	$ 251.11	$ 251.11
90847	59	90847:59	50	Therapy Codes	Family Psychotherapy [Conjoint Psychotherapy] (with Patient Present), 50 Minutes	Two Procedures in a Day	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 251.11	$ 251.11	$ 251.11
90847	59:95	90847:59:95	50	Therapy Codes	Family Psychotherapy [Conjoint Psychotherapy] (with Patient Present), 50 Minutes	Two Procedures in a Day w/Telemedicine	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 251.11	$ 251.11	$ 251.11
90847	59:95:HK	90847:59:95:HK	50	Therapy Codes	Family Psychotherapy [Conjoint Psychotherapy] (with Patient Present), 50 Minutes	Two Procedures in a Day w/Telemedicine in Specialized MH program	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 251.11	$ 251.11	$ 251.11
90847	59:HK	90847:59:HK	50	Therapy Codes	Family Psychotherapy [Conjoint Psychotherapy] (with Patient Present), 50 Minutes	Two Procedures in a Day in Specialized MH program	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 251.11	$ 251.11	$ 251.11
90847	95	90847:95	50	Therapy Codes	Family Psychotherapy [Conjoint Psychotherapy] (with Patient Present), 50 Minutes	Telemedicine	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 251.11	$ 251.11	$ 251.11
90847	95:HK	90847:95:HK	50	Therapy Codes	Family Psychotherapy [Conjoint Psychotherapy] (with Patient Present), 50 Minutes	Telemedicine in Specialized MH program	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 251.11	$ 251.11	$ 251.11
90847	HK	90847:HK	50	Therapy Codes	Family Psychotherapy [Conjoint Psychotherapy] (with Patient Present), 50 Minutes	Specialized MH program	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 251.11	$ 251.11	$ 251.11
90849		90849	15	Therapy Codes	Multiple-Family Group Psychotherapy, 15 Minutes		LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 16.74	$ 93.74	$ 93.74
90849	59	90849:59	15	Therapy Codes	Multiple-Family Group Psychotherapy, 15 Minutes	Two Procedures in a Day	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 16.74	$ 93.74	$ 93.74
90849	59:95	90849:59:95	15	Therapy Codes	Multiple-Family Group Psychotherapy, 15 Minutes	Two Procedures in a Day w/Telemedicine	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 16.74	$ 93.74	$ 93.74
90849	59:95:HK	90849:59:95:HK	15	Therapy Codes	Multiple-Family Group Psychotherapy, 15 Minutes	Two Procedures in a Day w/Telemedicine in Specialized MH program	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 16.74	$ 93.74	$ 93.74
90849	59:HK	90849:59:HK	15	Therapy Codes	Multiple-Family Group Psychotherapy, 15 Minutes	Two Procedures in a Day in Specialized MH program	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 16.74	$ 93.74	$ 93.74
90849	95	90849:95	15	Therapy Codes	Multiple-Family Group Psychotherapy, 15 Minutes	Telemedicine	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 16.74	$ 93.74	$ 93.74
90849	95:HK	90849:95:HK	15	Therapy Codes	Multiple-Family Group Psychotherapy, 15 Minutes	Telemedicine in Specialized MH program	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 16.74	$ 93.74	$ 93.74
90849	HK	90849:HK	15	Therapy Codes	Multiple-Family Group Psychotherapy, 15 Minutes	Specialized MH program	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 16.74	$ 93.74	$ 93.74
90853		90853	15	Therapy Codes	Group Psychotherapy (Other Than of a Multiple Family Group), 15 Minutes		LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 16.74	$ 55.80	$ 55.80
90853	59	90853:59	15	Therapy Codes	Group Psychotherapy (Other Than of a Multiple Family Group), 15 Minutes	Two Procedures in a Day	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 16.74	$ 55.80	$ 55.80
90853	59:95	90853:59:95	15	Therapy Codes	Group Psychotherapy (Other Than of a Multiple Family Group), 15 Minutes	Two Procedures in a Day w/Telemedicine	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 16.74	$ 55.80	$ 55.80

90853	59:95:HK	90853:59:95:HK	15	Therapy Codes	Group Psychotherapy (Other Than of a Multiple Family Group), 15 Minutes	Two Procedures in a Day w/Telemedicine in Specialized MH program	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 16.74	$ 55.80	$ 55.80
90853	59:HK	90853:59:HK	15	Therapy Codes	Group Psychotherapy (Other Than of a Multiple Family Group), 15 Minutes	Two Procedures in a Day in Specialized MH program	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 16.74	$ 55.80	$ 55.80
90853	95	90853:95	15	Therapy Codes	Group Psychotherapy (Other Than of a Multiple Family Group), 15 Minutes	Telemedicine	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 16.74	$ 55.80	$ 55.80
90853	95:HK	90853:95:HK	15	Therapy Codes	Group Psychotherapy (Other Than of a Multiple Family Group), 15 Minutes	Telemedicine in Specialized MH program	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 16.74	$ 55.80	$ 55.80
90853	HK	90853:HK	15	Therapy Codes	Group Psychotherapy (Other Than of a Multiple Family Group), 15 Minutes	Specialized MH program	LCSW / MFT / LPCC (Licensed, Waivered, or Registered)	$ 16.74	$ 55.80	$ 55.80
90880		90880		Therapy Codes	Hypnotherapy		LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 301.33	$ 301.33	$ 301.33
90880	59	90880:59		Therapy Codes	Hypnotherapy	Two Procedures in a Day	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 301.33	$ 301.33	$ 301.33
90880	59:95	90880:59:95		Therapy Codes	Hypnotherapy	Two Procedures in a Day w/Telemedicine	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 301.33	$ 301.33	$ 301.33
90880	59:95:HK	90880:59:95:HK		Therapy Codes	Hypnotherapy	Two Procedures in a Day w/Telemedicine in Specialized MH program	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 301.33	$ 301.33	$ 301.33
90880	59:HK	90880:59:HK		Therapy Codes	Hypnotherapy	Two Procedures in a Day in Specialized MH program	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 301.33	$ 301.33	$ 301.33
90880	95	90880:95		Therapy Codes	Hypnotherapy	Telemedicine	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 301.33	$ 301.33	$ 301.33
90880	95:HK	90880:95:HK		Therapy Codes	Hypnotherapy	Telemedicine in Specialized MH program	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 301.33	$ 301.33	$ 301.33
90880	HK	90880:HK		Therapy Codes	Hypnotherapy	Specialized MH program	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 301.33	$ 301.33	$ 301.33
G2212		G2212	15	Therapy Codes	Prolonged Office or Other Outpatient Evaluation and Management Service(s) beyond the Maximum Time; Each Additional 15 Minutes		LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 75.33		
G2212	HQ	G2212:HQ	15	Therapy Codes	Prolonged Office or Other Outpatient Evaluation and Management Service(s) beyond the Maximum Time; Each Additional 15 Minutes	Group setting	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)	$ 16.74		
T2021		T2021		Therapy Codes	Therapy Substitute, 15 minutes		LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)		$ 75.33	$ 75.33
T2021	22	T2021:22	15	Therapy Codes	Therapy Substitute, 15 minutes	Increased procedural services	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)			$ 77.19
T2021	HQ	T2021		Therapy Codes	Therapy Substitute, 15 minutes,	Group setting	LCSW / LMFT / LPCC (Licensed, Waivered, or Registered)		$ 16.74	$ 16.74
H0031		H0031	15	Assessment Codes	Mental Health Assessment by Non Physician, 15 Minutes		Mental Health Rehabilitation Specialist	$ 56.73	$ 56.73	$ 56.73
H0031	HK	H0031:HK	15	Assessment Codes	Mental Health Assessment by Non Physician, 15 Minutes	Specialized MH program	Mental Health Rehabilitation Specialist	$ 56.73	$ 56.73	$ 56.73
H2000		H2000	15	Assessment Codes	Comprehensive Multidisciplinary Evaluation, 15 Minutes		Mental Health Rehabilitation Specialist	$ 56.73	$ 56.73	$ 56.73
H2000	HK	H2000:HK	15	Assessment Codes	Comprehensive Multidisciplinary Evaluation, 15 Minutes	Specialized MH program	Mental Health Rehabilitation Specialist	$ 56.73	$ 56.73	$ 56.73
H2011		H2011	15	Crisis Intervention Codes	Crisis Intervention Service, per 15 Minutes		Mental Health Rehabilitation Specialist	$ 56.73	$ 56.73	$ 56.73
H2011	GT	H2011:GT	15	Crisis Intervention Codes	Crisis Intervention Service, per 15 Minutes	Telemedicine	Mental Health Rehabilitation Specialist	$ 56.73	$ 56.73	$ 56.73
H2011	SC	H2011:SC	15	Crisis Intervention Codes	Crisis Intervention Service, per 15 Minutes	Telephone only	Mental Health Rehabilitation Specialist	$ 56.73	$ 56.73	$ 56.73
H0033		H0033	15	Medication Support Codes	Oral Medication Administration, Direct Observation, 15 Minutes		Mental Health Rehabilitation Specialist	$ 56.73	$ 56.73	$ 56.73
H0033	HK	H0033:HK	15	Medication Support Codes	Oral Medication Administration, Direct Observation, 15 Minutes	Specialized MH program	Mental Health Rehabilitation Specialist	$ 56.73	$ 56.73	$ 56.73
H0034		HOO34	15	Medication Support Codes	Medication Training and Support, per 15 Minutes		Mental Health Rehabilitation Specialist	$ 56.73	$ 56.73	$ 56.73
H0034	HQ	H0034:HQ	15	Medication Support Codes	Medication Training and Support, per 15 Minutes	Group setting	Mental Health Rehabilitation Specialist	$ 12.60	$ 12.60	$ 12.60
H0034	HK	H0034:HK	15	Medication Support Codes	Medication Training and Support, per 15 Minutes	Specialized MH program	Mental Health Rehabilitation Specialist	$ 56.73	$ 56.73	$ 56.73
H0034	HQ:HK	H0034:HQ:HK	15	Medication Support Codes	Medication Training and Support, per 15 Minutes	Specialized MH program in a Group setting	Mental Health Rehabilitation Specialist	$ 12.60	$ 12.60	$ 12.60
H0032		H0032	15	Plan Development Codes	Mental Health Service Plan Developed by Non-Physician, 15 Minutes		Mental Health Rehabilitation Specialist	$ 56.73	$ 56.73	$ 56.73
H0032	HK	HOO32:HK	15	Plan Development Codes	Mental Health Service Plan Developed by Non-Physician, 15 Minutes	Specialized MH program	Mental Health Rehabilitation Specialist	$ 56.73	$ 56.73	$ 56.73
T1017		T1017	15	Referral Codes	Targeted Case Management, Each 15 Minutes		Mental Health Rehabilitation Specialist	$ 56.73	$ 56.73	$ 56.73
T1017	HK	T1017:HK	15	Referral Codes	Targeted Case Management, Each 15 Minutes	Specialized MH program	Mental Health Rehabilitation Specialist	$ 56.73	$ 56.73	$ 56.73
H2017		H2017	15	Rehabilitation Codes	Psychosocial Rehabilitation, per 15 Minutes		Mental Health Rehabilitation Specialist	$ 56.73	$ 56.73	$ 56.73
H2017	HK	H2017:HK	15	Rehabilitation Codes	Psychosocial Rehabilitation, per 15 Minutes	Specialized MH program	Mental Health Rehabilitation Specialist	$ 56.73	$ 56.73	$ 56.73
H2017	HQ	H2017:HQ	15	Rehabilitation Codes	Psychosocial Rehabilitation, per 15 Minutes	Group setting	Mental Health Rehabilitation Specialist	$ 12.60	$ 12.60	$ 12.60
H2017	HQ:HK	H2017:HQ:HK	15	Rehabilitation Codes	Psychosocial Rehabilitation, per 15 Minutes	Specialized MH program in a Group setting	Mental Health Rehabilitation Specialist	$ 12.60	$ 12.60	$ 12.60
H2021		H2021	15	Rehabilitation Codes	Community-Based Wrap-Around Services, per 15 Minutes		Mental Health Rehabilitation Specialist	$ 56.73	$ 56.73	$ 56.73
H2021	HK	H2021:HK	15	Rehabilitation Codes	Community-Based Wrap-Around Services, per 15 Minutes	Specialized MH program	Mental Health Rehabilitation Specialist	$ 56.73	$ 56.73	$ 56.73
90785		90785	Occurrence	Supplemental Services Codes	Interactive Complexity		Mental Health Rehabilitation Specialist	$ 10.83	$ 10.83	$ 10.83
90785	95	90785:95	Occurrence	Supplemental Services Codes	Interactive Complexity	Interactive Complexity - Tele Video	Mental Health Rehabilitation Specialist	$ 10.83	$ 10.83	$ 10.83
90785	95:HK	90785:95:HK	Occurrence	Supplemental Services Codes	Interactive Complexity	Interactive Complexity - Tele Video - High Risk	Mental Health Rehabilitation Specialist	$ 10.83	$ 10.83	$ 10.83
90785	HK	90785:HK	Occurrence	Supplemental Services Codes	Interactive Complexity	Interactive Complexity - High Risk	Mental Health Rehabilitation Specialist	$ 10.83	$ 10.83	$ 10.83
90785	HL	90785:HL	Occurrence	Supplemental Services Codes	Interactive Complexity	Interactive Complexity -Intern	Mental Health Rehabilitation Specialist	$ 10.83	$ 10.83	$ 10.83
90785	HL:93	90785:HL:93	Occurrence	Supplemental Services Codes	Interactive Complexity	Interactive Complexity -Intern-Telephone	Mental Health Rehabilitation Specialist	$ 10.83	$ 10.83	$ 10.83
90785	HL:95	90785:HL:95	Occurrence	Supplemental Services Codes	Interactive Complexity	Interactive Complexity -Intern-Tele Video	Mental Health Rehabilitation Specialist	$ 10.83	$ 10.83	$ 10.83
T1013		T1013	15	Supplemental Services Codes	Sign Language or Oral Interpretive Services, 15 Minutes		Mental Health Rehabilitation Specialist	$ 56.73	$ 19.67	$ 19.67
T1013	HK	T1013:HK	15	Supplemental Services Codes	Sign Language or Oral Interpretive Services, 15 Minutes	Specialized MH program	Mental Health Rehabilitation Specialist	$ 56.73	$ 19.67	$ 19.67
H2019		H2019	15	Therapeutic Behavioral Services (TBS) Code	Therapeutic Behavioral Services per 15 Minute		Mental Health Rehabilitation Specialist	$ 56.73	$ 56.73	$ 56.73
H2019	HK	H2019:HK	15	Therapeutic Behavioral Services (TBS) Code	Therapeutic Behavioral Services per 15 Minute	Specialized MH program	Mental Health Rehabilitation Specialist	$ 56.73	$ 56.73	$ 56.73
H0025		H0025		Peer Support Services Codes	Behavioral health prevention education service (delivery of services with target population to affect knowledge, attitude and/or behavior)		Peer Support Specialist	$ 13.12	$ 13.12	$ 13.12

H0025	HK	H0025:HK		Peer Support Services Codes	Behavioral health prevention education service (delivery of services with target population to affect knowledge, attitude and/or behavior)	Specialized MH program	Peer Support Specialist	$ 13.12	$ 13.12	$ 13.12
H0038		H0038	15	Peer Support Services Codes	Self-help/peer services per 15 minutes		Peer Support Specialist	$ 59.06	$ 59.06	$ 59.06
H0038	HK	H0038:HK	15	Peer Support Services Codes	Self-help/peer services per 15 minutes	Specialized MH program	Peer Support Specialist	$ 59.06	$ 59.06	$ 59.06
H0031		H0031	15	Assessment Codes	Mental Health Assessment by Non Physician, 15 Minutes		Other Qualified Practitioner	$ 56.27	$ 56.27	$ 56.27
H0031	HK	H0031:HK	15	Assessment Codes	Mental Health Assessment by Non Physician, 15 Minutes	Specialized MH program	Other Qualified Practitioner	$ 56.27	$ 56.27	$ 56.27
H2000		H2000	15	Assessment Codes	Comprehensive Multidisciplinary Evaluation, 15 Minutes		Other Qualified Practitioner	$ 56.27	$ 56.27	$ 56.27
H2000	HK	H2000:HK	15	Assessment Codes	Comprehensive Multidisciplinary Evaluation, 15 Minutes	Specialized MH program	Other Qualified Practitioner	$ 56.27	$ 56.27	$ 56.27
H2011		H2011	15	Crisis Intervention Codes	Crisis Intervention Service, per 15 Minutes		Other Qualified Practitioner	$ 56.27	$ 56.27	$ 56.27
H2011	GT	H2011:GT	15	Crisis Intervention Codes	Crisis Intervention Service, per 15 Minutes	Telemedicine	Other Qualified Practitioner	$ 56.27	$ 56.27	$ 56.27
H2011	SC	H2011:SC	15	Crisis Intervention Codes	Crisis Intervention Service, per 15 Minutes	Telephone only	Other Qualified Practitioner	$ 56.27	$ 56.27	$ 56.27
H0033		H0033	15	Medication Support Codes	Oral Medication Administration, Direct Observation, 15 Minutes		Other Qualified Practitioner	$ 56.26	$ 56.26	$ 56.26
H0033	HK	H0033:HK	15	Medication Support Codes	Oral Medication Administration, Direct Observation, 15 Minutes	Specialized MH program	Other Qualified Practitioner	$ 56.26	$ 56.26	$ 56.26
H0034		H0034	15	Medication Support Codes	Medication Training and Support, per 15 Minutes		Other Qualified Practitioner	$ 56.27	$ 56.27	$ 56.27
H0034	HQ	H0034:HQ	15	Medication Support Codes	Medication Training and Support, per 15 Minutes	Group setting	Other Qualified Practitioner	$ 12.50	$ 12.50	$ 12.50
H0034	HK	H0034:HK	15	Medication Support Codes	Medication Training and Support, per 15 Minutes	Specialized MH program	Other Qualified Practitioner	$ 56.27	$ 56.27	$ 56.27
H0034	HQ:HK	H0034:HQ:HK	15	Medication Support Codes	Medication Training and Support, per 15 Minutes	Specialized MH program in a Group setting	Other Qualified Practitioner	$ 12.50	$ 12.50	$ 12.50
H0032		H0032	15	Plan Development Codes	Mental Health Service Plan Developed by Non-Physician, 15 Minutes		Other Qualified Practitioner	$ 56.27	$ 56.27	$ 56.27
H0032	HK	H0032:HK	15	Plan Development Codes	Mental Health Service Plan Developed by Non-Physician, 15 Minutes	Specialized MH program	Other Qualified Practitioner	$ 56.27	$ 56.27	$ 56.27
T1017		T1017	15	Referral Codes	Targeted Case Management, Each 15 Minutes		Other Qualified Practitioner	$ 56.27	$ 56.27	$ 56.27
T1017	HK	T1017:HK	15	Referral Codes	Targeted Case Management, Each 15 Minutes	Specialized MH program	Other Qualified Practitioner	$ 56.27	$ 56.27	$ 56.27
H2017		H2017	15	Rehabilitation Codes	Psychosocial Rehabilitation, per 15 Minutes		Other Qualified Practitioner	$ 56.27	$ 56.27	$ 56.27
H2017	HK	H2017:HK	15	Rehabilitation Codes	Psychosocial Rehabilitation, per 15 Minutes	Specialized MH program	Other Qualified Practitioner	$ 56.27	$ 56.27	$ 56.27
H2017	HQ	H2017:HQ	15	Rehabilitation Codes	Psychosocial Rehabilitation, per 15 Minutes	Group setting	Other Qualified Practitioner	$ 12.50	$ 12.50	$ 12.50
H2017	HQ:HK	H2017:HQ:HK	15	Rehabilitation Codes	Psychosocial Rehabilitation, per 15 Minutes	Specialized MH program in a Group setting	Other Qualified Practitioner	$ 12.50	$ 12.50	$ 12.50
H2021		H2021	15	Rehabilitation Codes	Community-Based Wrap-Around Services, per 15 Minutes		Other Qualified Practitioner	$ 56.27	$ 56.27	$ 56.27
H2021	HK	H2021:HK	15	Rehabilitation Codes	Community-Based Wrap-Around Services, per 15 Minutes	Specialized MH program	Other Qualified Practitioner	$ 56.27	$ 56.27	$ 56.27
90785		90785	Occurrence	Supplemental Services Codes	Interactive Complexity		Other Qualified Practitioner	$ 10.74	$ 10.74	$ 10.74
90785	95	90785:95	Occurrence	Supplemental Services Codes	Interactive Complexity	Interactive Complexity - Tele Video	Other Qualified Practitioner	$ 10.74	$ 10.74	$ 10.74
90785	95:HK	90785:95:HK	Occurrence	Supplemental Services Codes	Interactive Complexity	Interactive Complexity - Tele Video - High Risk	Other Qualified Practitioner	$ 10.74	$ 10.74	$ 10.74
90785	HK	90785:HK	Occurrence	Supplemental Services Codes	Interactive Complexity	Interactive Complexity - High Risk	Other Qualified Practitioner	$ 10.74	$ 10.74	$ 10.74
90785	HL	90785:HL	Occurrence	Supplemental Services Codes	Interactive Complexity	Interactive Complexity -Intern	Other Qualified Practitioner	$ 10.74	$ 10.74	$ 10.74
90785	HL:93	90785:HL:93	Occurrence	Supplemental Services Codes	Interactive Complexity	Interactive Complexity -Intern-Telephone	Other Qualified Practitioner	$ 10.74	$ 10.74	$ 10.74
90785	HL:95	90785:HL:95	Occurrence	Supplemental Services Codes	Interactive Complexity	Interactive Complexity -Intern-Tele Video	Other Qualified Practitioner	$ 10.74	$ 10.74	$ 10.74
T1013		T1013	15	Supplemental Services Codes	Sign Language or Oral Interpretive Services, 15 Minutes		Other Qualified Practitioner	$ 19.52	$ 19.52	$ 19.52
T1013	HK	T1013:HK	15	Supplemental Services Codes	Sign Language or Oral Interpretive Services, 15 Minutes	Specialized MH program	Other Qualified Practitioner	$ 19.52	$ 19.52	$ 19.52
H2019		H2019	15	Therapeutic Behavioral Services (TBS) Code	Therapeutic Behavioral Services per 15 Minute		Other Qualified Practitioner	$ 56.27	$ 56.27	$ 56.27
H2019	HK	H2019:HK	15	Therapeutic Behavioral Services (TBS) Code	Therapeutic Behavioral Services per 15 Minute	Specialized MH program	Other Qualified Practitioner	$ 56.27	$ 56.27	$ 56.27
90791		90791	15	Assessment Codes	Psychiatric Diagnostic Evaluation, 15 Minutes		Psychologist (Licensed or Waivered)	$ 106.55	$ 465.63	$ 465.63
90791	59	90791:59	15	Assessment Codes	Psychiatric Diagnostic Evaluation, 15 Minutes	Two Procedures in a Day	Psychologist (Licensed or Waivered)	$ 106.55	$ 465.63	$ 465.63
90791	59,95	90791:59:95	15	Assessment Codes	Psychiatric Diagnostic Evaluation, 15 Minutes	Two Procedures in a Day w/Telemedicine	Psychologist (Licensed or Waivered)	$ 106.55	$ 465.63	$ 465.63
90791	59,95,HK	90791:59:95:HK	15	Assessment Codes	Psychiatric Diagnostic Evaluation, 15 Minutes	Two Procedures in a Day w/Telemedicine in Specialized MH program	Psychologist (Licensed or Waivered)	$ 106.55	$ 465.63	$ 465.63
90791	59,HK	90791:59:HK	15	Assessment Codes	Psychiatric Diagnostic Evaluation, 15 Minutes	Distinct Procedural Service in Specialized MH program	Psychologist (Licensed or Waivered)	$ 106.55	$ 465.63	$ 465.63
90791	95	90791:95	15	Assessment Codes	Psychiatric Diagnostic Evaluation, 15 Minutes	Telemedicine	Psychologist (Licensed or Waivered)	$ 106.55	$ 465.63	$ 465.63
90791	95,HK	90791:95:HK	15	Assessment Codes	Psychiatric Diagnostic Evaluation, 15 Minutes	Telemedicine in Specialized MH program	Psychologist (Licensed or Waivered)	$ 106.55	$ 465.63	$ 465.63
90791	HK	90791:HK	15	Assessment Codes	Psychiatric Diagnostic Evaluation, 15 Minutes	Specialized MH program	Psychologist (Licensed or Waivered)	$ 106.55	$ 465.63	$ 465.63
90791	HL	90791:HL	15	Assessment Codes	Psychiatric Diagnostic Evaluation, 15 Minutes	Intern	Psychologist (Licensed or Waivered)	$ 106.55	$ 465.63	$ 465.63
90791	HL,59	90791:HL:59	15	Assessment Codes	Psychiatric Diagnostic Evaluation, 15 Minutes	Intern and Two Procedures in a Day	Psychologist (Licensed or Waivered)	$ 106.55	$ 465.63	$ 465.63
90791	HL,59,95	90791:HL:59:95	15	Assessment Codes	Psychiatric Diagnostic Evaluation, 15 Minutes	Intern and Two Procedures in a Day w/Telemedicine	Psychologist (Licensed or Waivered)	$ 106.55	$ 465.63	$ 465.63
90791	HL,95	90791:HL:95	15	Assessment Codes	Psychiatric Diagnostic Evaluation, 15 Minutes	Intern w/Telemedicine	Psychologist (Licensed or Waivered)	$ 106.55	$ 465.63	$ 465.63
90885		90885	15	Assessment Codes	Psychiatric Evaluation of Hospital Recordss, 15 Minutes		Psychologist (Licensed or Waivered)	$ 106.55	$ 465.63	$ 465.63
90885	59	90885:59	15	Assessment Codes	Psychiatric Evaluation of Hospital Recordss, 15 Minutes	Two Procedures in a Day	Psychologist (Licensed or Waivered)	$ 106.55	$ 465.63	$ 465.63
90885	59,95	90885:59:95	15	Assessment Codes	Psychiatric Evaluation of Hospital Recordss, 15 Minutes	Two Procedures in a Day w/Telemedicine	Psychologist (Licensed or Waivered)	$ 106.55	$ 465.63	$ 465.63
90885	59,95,HK	90885:59:95:HK	15	Assessment Codes	Psychiatric Evaluation of Hospital Recordss, 15 Minutes	Two Procedures in a Day w/Telemedicine in Specialized MH program	Psychologist (Licensed or Waivered)	$ 106.55	$ 465.63	$ 465.63
90885	59,HK	90885:59:HK	15	Assessment Codes	Psychiatric Evaluation of Hospital Recordss, 15 Minutes	Two Procedures in a Day in Specialized MH program	Psychologist (Licensed or Waivered)	$ 106.55	$ 465.63	$ 465.63
90885	95	90885:95	15	Assessment Codes	Psychiatric Evaluation of Hospital Recordss, 15 Minutes	Telemedicine	Psychologist (Licensed or Waivered)	$ 106.55	$ 465.63	$ 465.63
90885	95,HK	90885:95:HK	15	Assessment Codes	Psychiatric Evaluation of Hospital Recordss, 15 Minutes	Telemedicine in Specialized MH program	Psychologist (Licensed or Waivered)	$ 106.55	$ 465.63	$ 465.63
90885	HK	90885:HK	15	Assessment Codes	Psychiatric Evaluation of Hospital Recordss, 15 Minutes	Specialized MH program	Psychologist (Licensed or Waivered)	$ 106.55	$ 465.63	$ 465.63
90885	HL	90885:HL	15	Assessment Codes	Psychiatric Evaluation of Hospital Recordss, 15 Minutes	Intern	Psychologist (Licensed or Waivered)	$ 106.55	$ 465.63	$ 465.63
90885	HL,59	90885:HL:59	15	Assessment Codes	Psychiatric Evaluation of Hospital Recordss, 15 Minutes	Intern and Two Procedures in a Day	Psychologist (Licensed or Waivered)	$ 106.55	$ 465.63	$ 465.63
96105		96105	60	Assessment Codes	Assessment of Aphasia, per Hour		Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21

96105	95	96105:95	60	Assessment Codes	Assessment of Aphasia, per Hour	Telemedicine	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
96105	95:HK	96105:95:HK	60	Assessment Codes	Assessment of Aphasia, per Hour	Telemedicine in Specialized MH program	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
96105	HK	96105:HK	60	Assessment Codes	Assessment of Aphasia, per Hour	Specialized MH program	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
96110		96110	15	Assessment Codes	Developmental Screening, 15 Minutes		Psychologist (Licensed or Waivered)	$ 106.55	$ 465.63	$ 465.63
96110	59	96110:59	15	Assessment Codes	Developmental Screening, 15 Minutes	Two Procedures in a Day	Psychologist (Licensed or Waivered)	$ 106.55	$ 465.63	$ 465.63
96110	59:95	96110:59:95	15	Assessment Codes	Developmental Screening, 15 Minutes	Two Procedures in a Day w/Telemedicine	Psychologist (Licensed or Waivered)	$ 106.55	$ 465.63	$ 465.63
96110	59:95:HK	96110:59:95:HK	15	Assessment Codes	Developmental Screening, 15 Minutes	Two Procedures in a Day w/Telemedicine in Specialized MH program	Psychologist (Licensed or Waivered)	$ 106.55	$ 465.63	$ 465.63
96110	59:HK	96110:59:HK	15	Assessment Codes	Developmental Screening, 15 Minutes	Two Procedures in a Day in Specialized MH program	Psychologist (Licensed or Waivered)	$ 106.55	$ 465.63	$ 465.63
96110	95	96110:95	15	Assessment Codes	Developmental Screening, 15 Minutes	Telemedicine	Psychologist (Licensed or Waivered)	$ 106.55	$ 465.63	$ 465.63
96110	95:HK	96110:95:HK	15	Assessment Codes	Developmental Screening, 15 Minutes	Telemedicine in Specialized MH program	Psychologist (Licensed or Waivered)	$ 106.55	$ 465.63	$ 465.63
96110	HK	96110:HK	15	Assessment Codes	Developmental Screening, 15 Minutes	Specialized MH program	Psychologist (Licensed or Waivered)	$ 106.55	$ 465.63	$ 465.63
96112		96112	60	Assessment Codes	Developmental Testing, First Hour		Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
96112	59	96112:59	60	Assessment Codes	Developmental Testing, First Hour	Two Procedures in a Day	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
96112	59:95	96112:59:95	60	Assessment Codes	Developmental Testing, First Hour	Two Procedures in a Day w/Telemedicine	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
96112	59:95:HK	96112:59:95:HK	60	Assessment Codes	Developmental Testing, First Hour	Two Procedures in a Day w/Telemedicine in Specialized MH program	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
96112	59:HK	96112:59:HK	60	Assessment Codes	Developmental Testing, First Hour	Two Procedures in a Day in Specialized MH program	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
96112	95	96112:95	60	Assessment Codes	Developmental Testing, First Hour	Telemedicine	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
96112	95:HK	96112:95:HK	60	Assessment Codes	Developmental Testing, First Hour	Telemedicine in Specialized MH program	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
96112	HK	96112:HK	60	Assessment Codes	Developmental Testing, First Hour	Specialized MH program	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
96113		96113	30	Assessment Codes	Developmental Testing, Each Additional 30 Minutes		Psychologist (Licensed or Waivered)	$ 213.11	$ 213.11	$ 213.11
96113	95	96113:95	30	Assessment Codes	Developmental Testing, Each Additional 30 Minutes	Telemedicine	Psychologist (Licensed or Waivered)	$ 213.11	$ 213.11	$ 213.11
96113	95:HK	96113:95:HK	30	Assessment Codes	Developmental Testing, Each Additional 30 Minutes	Telemedicine in Specialized MH program	Psychologist (Licensed or Waivered)	$ 213.11	$ 213.11	$ 213.11
96113	HK	96113:HK	30	Assessment Codes	Developmental Testing, Each Additional 30 Minutes	Specialized MH program	Psychologist (Licensed or Waivered)	$ 213.11	$ 213.11	$ 213.11
96116		96116	60	Assessment Codes	Neurobehavioral Status Exam, First Hour		Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
96116	59	96116:59	60	Assessment Codes	Neurobehavioral Status Exam, First Hour	Two Procedures in a Day	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
96116	59:95	96116:59:95	60	Assessment Codes	Neurobehavioral Status Exam, First Hour	Two Procedures in a Day w/Telemedicine	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
96116	59:95:HK	96116:59:95:HK	60	Assessment Codes	Neurobehavioral Status Exam, First Hour	Two Procedures in a Day w/Telemedicine in Specialized MH program	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
96116	59:HK	96116:59:HK	60	Assessment Codes	Neurobehavioral Status Exam, First Hour	Two Procedures in a Day in Specialized MH program	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
96116	95	96116:95	60	Assessment Codes	Neurobehavioral Status Exam, First Hour	Telemedicine	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
96116	95:HK	96116:95:HK	60	Assessment Codes	Neurobehavioral Status Exam, First Hour	Telemedicine in Specialized MH program	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
96116	HK	96116:HK	60	Assessment Codes	Neurobehavioral Status Exam, First Hour	Specialized MH program	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
96121		96121	60	Assessment Codes	Neurobehavioral Status Exam, Each Additional Hour		Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
96121	95	96121:95	60	Assessment Codes	Neurobehavioral Status Exam, Each Additional Hour	Telemedicine	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
96121	95:HK	96121:95:HK	60	Assessment Codes	Neurobehavioral Status Exam, Each Additional Hour	Telemedicine in Specialized MH program	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
96121	HK	96121:HK	60	Assessment Codes	Neurobehavioral Status Exam, Each Additional Hour	Specialized MH program	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
96125		96125	60	Assessment Codes	Standardized Cognitive Performance Testing, per Hour		Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
96125	59	96125:59	60	Assessment Codes	Standardized Cognitive Performance Testing, per Hour	Two Procedures in a Day	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
96125	59:95	96125:59:95	60	Assessment Codes	Standardized Cognitive Performance Testing, per Hour	Two Procedures in a Day w/Telemedicine	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
96125	59:95:HK	96125:59:95:HK	60	Assessment Codes	Standardized Cognitive Performance Testing, per Hour	Two Procedures in a Day w/Telemedicine in Specialized MH program	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
96125	59:HK	96125:59:HK	60	Assessment Codes	Standardized Cognitive Performance Testing, per Hour	Two Procedures in a Day in Specialized MH program	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
96125	95	96125:95	60	Assessment Codes	Standardized Cognitive Performance Testing, per Hour	Telemedicine	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
96125	95:HK	96125:95:HK	60	Assessment Codes	Standardized Cognitive Performance Testing, per Hour	Telemedicine in Specialized MH program	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
96125	HK	96125:HK	60	Assessment Codes	Standardized Cognitive Performance Testing, per Hour	Specialized MH program	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
96127		96127	15	Assessment Codes	Brief Emotional/Behavioral Assessment, 15 Minutes		Psychologist (Licensed or Waivered)	$ 106.55	$ 465.63	$ 465.63
96127	59	96127:59	15	Assessment Codes	Brief Emotional/Behavioral Assessment, 15 Minutes	Two Procedures in a Day	Psychologist (Licensed or Waivered)	$ 106.55	$ 465.63	$ 465.63
96127	59:95	96127:59:95	15	Assessment Codes	Brief Emotional/Behavioral Assessment, 15 Minutes	Two Procedures in a Day w/Telemedicine	Psychologist (Licensed or Waivered)	$ 106.55	$ 465.63	$ 465.63
96127	59:95:HK	96127:59:95:HK	15	Assessment Codes	Brief Emotional/Behavioral Assessment, 15 Minutes	Two Procedures in a Day w/Telemedicine in Specialized MH program	Psychologist (Licensed or Waivered)	$ 106.55	$ 465.63	$ 465.63
96127	59:HK	96127:59:HK	15	Assessment Codes	Brief Emotional/Behavioral Assessment, 15 Minutes	Two Procedures in a Day in Specialized MH program	Psychologist (Licensed or Waivered)	$ 106.55	$ 465.63	$ 465.63
96127	95	96127:95	15	Assessment Codes	Brief Emotional/Behavioral Assessment, 15 Minutes	Telemedicine	Psychologist (Licensed or Waivered)	$ 106.55	$ 465.63	$ 465.63
96127	95:HK	96127:95:HK	15	Assessment Codes	Brief Emotional/Behavioral Assessment, 15 Minutes	Telemedicine in Specialized MH program	Psychologist (Licensed or Waivered)	$ 106.55	$ 465.63	$ 465.63
96127	HK	96127:HK	15	Assessment Codes	Brief Emotional/Behavioral Assessment, 15 Minutes	Specialized MH program	Psychologist (Licensed or Waivered)	$ 106.55	$ 465.63	$ 465.63
96130		96130	60	Assessment Codes	Psychological Testing Evaluation, First Hour		Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
96130	59	96130:59	60	Assessment Codes	Psychological Testing Evaluation, First Hour	Two Procedures in a Day	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
96130	59:95	96130:59:95	60	Assessment Codes	Psychological Testing Evaluation, First Hour	Two Procedures in a Day w/Telemedicine	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
96130	59:95:HK	96130:59:95:HK	60	Assessment Codes	Psychological Testing Evaluation, First Hour	Two Procedures in a Day w/Telemedicine in Specialized MH program	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
96130	59:HK	96130:59:HK	60	Assessment Codes	Psychological Testing Evaluation, First Hour	Distinct Procedural Service in Specialized MH program	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
96130	95	96130:95	60	Assessment Codes	Psychological Testing Evaluation, First Hour	Telemedicine	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
96130	95:HK	96130:95:HK	60	Assessment Codes	Psychological Testing Evaluation, First Hour	Telemedicine in Specialized MH program	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
96130	HK	96130:HK	60	Assessment Codes	Psychological Testing Evaluation, First Hour	Specialized MH program	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
96130	HL	96130:HL	60	Assessment Codes	Psychological Testing Evaluation, First Hour	Intern	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
96130	HL:59	96130:HL:59	60	Assessment Codes	Psychological Testing Evaluation, First Hour	Intern and Two Procedures in a Day	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
96130	HL:93	96130:HL:93	60	Assessment Codes	Psychological Testing Evaluation, First Hour	Intern and Telephone only	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
96130	HL:93:59	96130:HL:93:59	60	Assessment Codes	Psychological Testing Evaluation, First Hour	Intern and Two Procedures w/Telephone only	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
96130	HL:59	96130:HL:95	60	Assessment Codes	Psychological Testing Evaluation, First Hour	Intern w/Telemedicine	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
96130	HL:95:59	96130:HL:95:59	60	Assessment Codes	Psychological Testing Evaluation, First Hour	Intern and Two Procedures in a Day w/Telemedicine	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
96131		96131	60	Assessment Codes	Psychological Testing Evaluation, Each Additional Hour		Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
96131	59	96131:59	60	Assessment Codes	Psychological Testing Evaluation, Each Additional Hour	Two Procedures in a Day	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
96131	59:95	96131:59:95	60	Assessment Codes	Psychological Testing Evaluation, Each Additional Hour	Two Procedures in a Day w/Telemedicine	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
96131	59:95:HK	96131:59:95:HK	60	Assessment Codes	Psychological Testing Evaluation, Each Additional Hour	Two Procedures in a Day w/Telemedicine in Specialized MH program	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
96131	59:HK	96131:59:HK	60	Assessment Codes	Psychological Testing Evaluation, Each Additional Hour	Distinct Procedural Service in Specialized MH program	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
96131	95	96131:95	60	Assessment Codes	Psychological Testing Evaluation, Each Additional Hour	Telemedicine	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
96131	95:HK	96131:95:HK	60	Assessment Codes	Psychological Testing Evaluation, Each Additional Hour	Telemedicine in Specialized MH program	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
96131	HK	96131:HK	60	Assessment Codes	Psychological Testing Evaluation, Each Additional Hour	Specialized MH program	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
96131	HL	96131:HL	60	Assessment Codes	Psychological Testing Evaluation, Each Additional Hour	Intern	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
96131	HL:59	96131:HL:59	60	Assessment Codes	Psychological Testing Evaluation, Each Additional Hour	Intern and Two Procedures in a Day	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
96131	HL:93	96131:HL:93	60	Assessment Codes	Psychological Testing Evaluation, Each Additional Hour	Intern and Telephone only	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
96131	HL:93:59	96131:HL:93:59	60	Assessment Codes	Psychological Testing Evaluation, Each Additional Hour	Intern and Two Procedures w/Telephone only	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
96131	HL:59	96131:HL:95	60	Assessment Codes	Psychological Testing Evaluation, Each Additional Hour	Intern w/Telemedicine	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
96131	HL:95:59	96131:HL:95:59	60	Assessment Codes	Psychological Testing Evaluation, Each Additional Hour	Intern and Two Procedures in a Day w/Telemedicine	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
96132		96132	60	Assessment Codes	Neuropsychological Testing Evaluation, First Hour		Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21

96132	59	96132:59	60	Assessment Codes	Neuropsychological Testing Evaluation, First Hour	Two Procedures in a Day	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
96132	59:95	96132:59:95	60	Assessment Codes	Neuropsychological Testing Evaluation, First Hour	Two Procedures in a Day w/Telemedicine	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
96132	59:95:HK	96132:59:95:HK	60	Assessment Codes	Neuropsychological Testing Evaluation, First Hour	Two Procedures in a Day w/Telemedicine in Specialized MH program	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
96132	59:HK	96132:59:HK	60	Assessment Codes	Neuropsychological Testing Evaluation, First Hour	Two Procedures in a Day in Specialized MH program	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
96132	95	96132:95	60	Assessment Codes	Neuropsychological Testing Evaluation, First Hour	Telemedicine	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
96132	95:HK	96132:95:HK	60	Assessment Codes	Neuropsychological Testing Evaluation, First Hour	Telemedicine in Specialized MH program	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
96132	HK	96132:HK	60	Assessment Codes	Neuropsychological Testing Evaluation, First Hour	Specialized MH program	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
96133		96133	60	Assessment Codes	Neuropsychological Testing Evaluation, Each Additional Hour		Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
96133	95	96133:95	60	Assessment Codes	Neuropsychological Testing Evaluation, Each Additional Hour	Telemedicine	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
96133	95:HK	96133:95:HK	60	Assessment Codes	Neuropsychological Testing Evaluation, Each Additional Hour	Telemedicine in Specialized MH program	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
96133	HK	96133:HK	60	Assessment Codes	Neuropsychological Testing Evaluation, Each Additional Hour	Specialized MH program	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
96136		96136	30	Assessment Codes	Psychological or Neuropsychological Test Administration, First 30 Minutes		Psychologist (Licensed or Waivered)	$ 213.11	$ 213.11	$ 213.11
96136	59	96136:59	30	Assessment Codes	Psychological or Neuropsychological Test Administration, First 30 Minutes	Two Procedures in a Day	Psychologist (Licensed or Waivered)	$ 213.11	$ 213.11	$ 213.11
96136	59:95	96136:59:95	30	Assessment Codes	Psychological or Neuropsychological Test Administration, First 30 Minutes	Two Procedures in a Day w/Telemedicine	Psychologist (Licensed or Waivered)	$ 213.11	$ 213.11	$ 213.11
96136	59:95:HK	96136:59:95:HK	30	Assessment Codes	Psychological or Neuropsychological Test Administration, First 30 Minutes	Two Procedures in a Day w/Telemedicine in Specialized MH program	Psychologist (Licensed or Waivered)	$ 213.11	$ 213.11	$ 213.11
96136	59:HK	96136:59:HK	30	Assessment Codes	Psychological or Neuropsychological Test Administration, First 30 Minutes	Two Procedures in a Day in Specialized MH program	Psychologist (Licensed or Waivered)	$ 213.11	$ 213.11	$ 213.11
96136	95	96136:95	30	Assessment Codes	Psychological or Neuropsychological Test Administration, First 30 Minutes	Telemedicine	Psychologist (Licensed or Waivered)	$ 213.11	$ 213.11	$ 213.11
96136	95:HK	96136:95:HK	30	Assessment Codes	Psychological or Neuropsychological Test Administration, First 30 Minutes	Telemedicine in Specialized MH program	Psychologist (Licensed or Waivered)	$ 213.11	$ 213.11	$ 213.11
96136	HK	96136:HK	30	Assessment Codes	Psychological or Neuropsychological Test Administration, First 30 Minutes	Specialized MH program	Psychologist (Licensed or Waivered)	$ 213.11	$ 213.11	$ 213.11
96137		96137	30	Assessment Codes	Psychological or Neuropsychological Test Administration, Each Additional 30 Minutes		Psychologist (Licensed or Waivered)	$ 213.11	$ 213.11	$ 213.11
96137	95	96137:95	30	Assessment Codes	Psychological or Neuropsychological Test Administration, Each Additional 30 Minutes	Telemedicine	Psychologist (Licensed or Waivered)	$ 213.11	$ 213.11	$ 213.11
96137	95:HK	96137:95:HK	30	Assessment Codes	Psychological or Neuropsychological Test Administration, Each Additional 30 Minutes	Telemedicine in Specialized MH program	Psychologist (Licensed or Waivered)	$ 213.11	$ 213.11	$ 213.11
96137	HK	96137:HK	30	Assessment Codes	Psychological or Neuropsychological Test Administration, Each Additional 30 Minutes	Specialized MH program	Psychologist (Licensed or Waivered)	$ 213.11	$ 213.11	$ 213.11
96146		96146	15	Assessment Codes	Psychological or Neuropsychological Test Administration, 15 Minutes		Psychologist (Licensed or Waivered)	$ 106.55	$ 465.63	$ 465.63
96146	59	96146:59	15	Assessment Codes	Psychological or Neuropsychological Test Administration, 15 Minutes	Two Procedures in a Day	Psychologist (Licensed or Waivered)	$ 106.55	$ 465.63	$ 465.63
96146	59:95	96146:59:95	15	Assessment Codes	Psychological or Neuropsychological Test Administration, 15 Minutes	Two Procedures in a Day w/Telemedicine	Psychologist (Licensed or Waivered)	$ 106.55	$ 465.63	$ 465.63
96146	59:95:HK	96146:59:95:HK	15	Assessment Codes	Psychological or Neuropsychological Test Administration, 15 Minutes	Two Procedures in a Day w/Telemedicine in Specialized MH program	Psychologist (Licensed or Waivered)	$ 106.55	$ 465.63	$ 465.63
96146	59:HK	96146:59:HK	15	Assessment Codes	Psychological or Neuropsychological Test Administration, 15 Minutes	Two Procedures in a Day in Specialized MH program	Psychologist (Licensed or Waivered)	$ 106.55	$ 465.63	$ 465.63
96146	95	96146:95	15	Assessment Codes	Psychological or Neuropsychological Test Administration, 15 Minutes	Telemedicine	Psychologist (Licensed or Waivered)	$ 106.55	$ 465.63	$ 465.63
96146	95:HK	96146:95:HK	15	Assessment Codes	Psychological or Neuropsychological Test Administration, 15 Minutes	Telemedicine in Specialized MH program	Psychologist (Licensed or Waivered)	$ 106.55	$ 465.63	$ 465.63
96146	HK	96146:HK	15	Assessment Codes	Psychological or Neuropsychological Test Administration, 15 Minutes	Specialized MH program	Psychologist (Licensed or Waivered)	$ 106.55	$ 465.63	$ 465.63
98966	93	98966:93	8	Assessment Codes	Telephone Assessment and Management Service, 5-10 Minutes	Telephone only	Psychologist (Licensed or Waivered)	$ 56.83	$ 56.83	$ 56.83
98967	93	98967:93	16	Assessment Codes	Telephone Assessment and Management Service, 11-20 Minutes	Telephone only	Psychologist (Licensed or Waivered)	$ 113.66	$ 113.66	$ 113.66
98968	93	98968:93	26	Assessment Codes	Telephone Assessment and Management Service, 21-30 Minutes	Telephone only	Psychologist (Licensed or Waivered)	$ 184.69	$ 184.69	$ 184.69
H0031		H0031	15	Assessment Codes	Mental Health Assessment by Non Physician, 15 Minutes		Psychologist (Licensed or Waivered)	$ 106.55	$ 106.55	$ 106.55
H0031	HK	H0031:HK	15	Assessment Codes	Mental Health Assessment by Non Physician, 15 Minutes	Specialized MH program	Psychologist (Licensed or Waivered)	$ 106.55	$ 106.55	$ 106.55
H2000		H2000	15	Assessment Codes	Comprehensive Multidisciplinary Evaluation, 15 Minutes		Psychologist (Licensed or Waivered)	$ 106.55	$ 106.55	$ 106.55
H2000	HK	H2000:HK	15	Assessment Codes	Comprehensive Multidisciplinary Evaluation, 15 Minutes	Specialized MH program	Psychologist (Licensed or Waivered)	$ 106.55	$ 106.55	$ 106.55
T2024				Assessment Codes	Assessment substitute, 15 minutes		Psychologist (Licensed or Waivered)		$ 116.41	$ 116.41
96202		96202	60	Collateral	Multi-family group behavior mgmt/mod training; initial 60 minutes.		Psychologist (Licensed or Waivered)			$ 465.63
96202	HQ	96202:HQ	60	Collateral	Multi-family group behavior mgmt/mod training; initial 60 minutes	group setting	Psychologist (Licensed or Waivered)			$ 103.48
96203		96203	15	Collateral	Multi-family group behavior mgmt/mod training; each additional 15 minutes		Psychologist (Licensed or Waivered)			$ 116.41
96203	HQ	96203:HQ	15	Collateral	Multi-family group behavior mgmt/mod training; each additional 15 minutes		Psychologist (Licensed or Waivered)			$ 25.87
97550		97550	23	Collateral	Caregiver Training Face-to-Face; initial 30 minutes		Psychologist (Licensed or Waivered)			$ 178.49
97551		97551	15	Collateral	Caregiver Training Face-to-Face; each additional 15 minutes		Psychologist (Licensed or Waivered)			$ 116.41
97552		97552	45	Collateral	Group Caregiver Training; 45 minutes		Psychologist (Licensed or Waivered)			$ 349.23
97552	HQ	97552:HQ	45	Collateral	Group Caregiver Training; 45 minutes	Group setting	Psychologist (Licensed or Waivered)			$ 77.61
G0323		G0323	60	Treatment Planning	Care Management Services for BH Conditions; at least 30 minutes		Psychologist (Licensed or Waivered)			$ 465.63
G0539		G0539	23	Collateral	Caregiver Training in behavior mgmt/mod; at least 30 minutes		Psychologist (Licensed or Waivered)			$ 178.49
G0540		G0540	15	Collateral	Caregiver Training in behavior mgmt/mod; each additional 15 minutes		Psychologist (Licensed or Waivered)			$ 116.41
G0541		G0541	23	Collateral	Caregiver Training in direct care; initial 30 minutes		Psychologist (Licensed or Waivered)			$ 178.49
G0542		G0542	15	Collateral	Caregiver Training in direct care; each additional 15 minutes		Psychologist (Licensed or Waivered)			$ 116.41
G0543		G0543	45	Collateral	Group Caregiver Training in direct care; initial 30 minutes		Psychologist (Licensed or Waivered)			$ 349.23
G0543	HQ	G0543:HQ	45	Collateral	Group Caregiver Training in direct care; each additional 15 minutes	group setting	Psychologist (Licensed or Waivered)			$ 77.61
H0036		H0036	15	Functional Family Therapy	Community Psychiatric Supportive Treatment; per 15 minutes		Psychologist (Licensed or Waivered)			$ 116.41

90839				Crisis	Psychotherapy for crisis; first hour		Psychologist (Licensed or Waivered)		$ 465.63	$ 465.63
90839	59			Crisis	Psychotherapy for crisis; first hour	Two Procedures in a Day	Psychologist (Licensed or Waivered)		$ 465.63	$ 465.63
90839	59:95			Crisis	Psychotherapy for crisis; first hour	Two Procedures in a Day w/Telemedicine	Psychologist (Licensed or Waivered)		$ 465.63	$ 465.63
90839	59:95:HK			Crisis	Psychotherapy for crisis; first hour	Two Procedures in a Day w/Telemedicine in Specialized MH program	Psychologist (Licensed or Waivered)		$ 465.63	$ 465.63
90839	59:HK			Crisis	Psychotherapy for crisis; first hour	Two Procedures in a Day in Specialized MH program	Psychologist (Licensed or Waivered)		$ 465.63	$ 465.63
90839	95			Crisis	Psychotherapy for crisis; first hour	Telemedicine	Psychologist (Licensed or Waivered)		$ 465.63	$ 465.63
90839	95:HK			Crisis	Psychotherapy for crisis; first hour	Telemedicine in Specialized MH program	Psychologist (Licensed or Waivered)		$ 465.63	$ 465.63
90839	HK			Crisis	Psychotherapy for crisis; first hour	Specialized MH program	Psychologist (Licensed or Waivered)		$ 465.63	$ 465.63
90840				Crisis	Psychotherapy for crisis; each additional 30 minutes		Psychologist (Licensed or Waivered)		$ 232.82	$ 232.82
90840	59			Crisis	Psychotherapy for crisis; each additional 30 minutes	Two Procedures in a Day	Psychologist (Licensed or Waivered)		$ 232.82	$ 232.82
90840	59:95			Crisis	Psychotherapy for crisis; each additional 30 minutes	Two Procedures in a Day w/Telemedicine	Psychologist (Licensed or Waivered)		$ 232.82	$ 232.82
90840	59:95:HK			Crisis	Psychotherapy for crisis; each additional 30 minutes	Two Procedures in a Day w/Telemedicine in Specialized MH program	Psychologist (Licensed or Waivered)		$ 232.82	$ 232.82
90840	59:HK			Crisis	Psychotherapy for crisis; each additional 30 minutes	Two Procedures in a Day in Specialized MH program	Psychologist (Licensed or Waivered)		$ 232.82	$ 232.82
90840	95			Crisis	Psychotherapy for crisis; each additional 30 minutes	Telemedicine	Psychologist (Licensed or Waivered)		$ 232.82	$ 232.82
90840	95:HK			Crisis	Psychotherapy for crisis; each additional 30 minutes	Telemedicine in Specialized MH program	Psychologist (Licensed or Waivered)		$ 232.82	$ 232.82
90840	HK			Crisis	Psychotherapy for crisis; each additional 30 minutes	Specialized MH program	Psychologist (Licensed or Waivered)		$ 232.82	$ 232.82
99366		99366	60	Plan Development Codes	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non Physician. Face-to-face with Patient and/or Family. 30 Minutes or More		Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
99366	27	99366:27	60	Plan Development Codes	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non Physician. Face-to-face with Patient and/or Family. 30 Minutes or More	Multiple E/M	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
99366	27:59	99366:27:59	60	Plan Development Codes	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non Physician. Face-to-face with Patient and/or Family. 30 Minutes or More	Multiple E/M and Two Procedures in a Day	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
99366	27:59:95	99366:27:59:95	60	Plan Development Codes	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non Physician. Face-to-face with Patient and/or Family. 30 Minutes or More	Multiple E/M and Two Procedures in a Day w/Telemedicine	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
99366	27:59:95:HK	99366:27:59:95:HK	60	Plan Development Codes	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non Physician. Face-to-face with Patient and/or Family. 30 Minutes or More	Multiple E/M and Two Procedures in a Day w/Telemedicine in Specialized MH program	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
99366	59	99366:59	60	Plan Development Codes	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non Physician. Face-to-face with Patient and/or Family. 30 Minutes or More	Two Procedures in a Day	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
99366	59:95	99366:59:95	60	Plan Development Codes	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non Physician. Face-to-face with Patient and/or Family. 30 Minutes or More	Two Procedures in a Day w/Telemedicine	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
99366	59:95:HK	99366:59:95:HK	60	Plan Development Codes	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non Physician. Face-to-face with Patient and/or Family. 30 Minutes or More	Two Procedures in a Day w/Telemedicine in Specialized MH program	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
99366	95	99366:95	60	Plan Development Codes	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non Physician. Face-to-face with Patient and/or Family. 30 Minutes or More	Telemedicine	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
99366	95:HK	99366:95:HK	60	Plan Development Codes	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non Physician. Face-to-face with Patient and/or Family. 30 Minutes or More	Telemedicine in Specialized MH program	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
99366	HK	99366:HK	60	Plan Development Codes	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non Physician. Face-to-face with Patient and/or Family. 30 Minutes or More	Specialized MH program	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
99368		99368	60	Plan Development Codes	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non Physician. Patient and/or Family Not Present. 30 Minutes or More		Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
99368	27	99368:27	60	Plan Development Codes	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non Physician. Patient and/or Family Not Present. 30 Minutes or More	Multiple E/M	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
99368	27:59	99368:27:59	60	Plan Development Codes	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non Physician. Patient and/or Family Not Present. 30 Minutes or More	Multiple E/M and Two Procedures in a Day	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
99368	27:59:95	99368:27:59:95	60	Plan Development Codes	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non Physician. Patient and/or Family Not Present. 30 Minutes or More	Multiple E/M and Two Procedures in a Day w/Telemedicine	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
99368	27:59:95:HK	99368:27:59:95:HK	60	Plan Development Codes	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non Physician. Patient and/or Family Not Present. 30 Minutes or More	Multiple E/M and Two Procedures in a Day w/Telemedicine in Specialized MH program	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
99368	59	99368:59	60	Plan Development Codes	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non Physician. Patient and/or Family Not Present. 30 Minutes or More	Two Procedures in a Day	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
99368	59:95	99368:59:95	60	Plan Development Codes	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non Physician. Patient and/or Family Not Present. 30 Minutes or More	Two Procedures in a Day w/Telemedicine	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
99368	59:95:HK	99368:59:95:HK	60	Plan Development Codes	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non Physician. Patient and/or Family Not Present. 30 Minutes or More	Two Procedures in a Day w/Telemedicine in Specialized MH program	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
99368	95	99368:95	60	Plan Development Codes	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non Physician. Patient and/or Family Not Present. 30 Minutes or More	Telemedicine	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
99368	95:HK	99368:95:HK	60	Plan Development Codes	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non Physician. Patient and/or Family Not Present. 30 Minutes or More	Telemedicine in Specialized MH program	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
99368	HK	99368:HK	60	Plan Development Codes	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non Physician. Patient and/or Family Not Present. 30 Minutes or More	Specialized MH program	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
99484		99484	60	Plan Development Codes	Care Management Services for Behavioral Health Conditions, Directed by Physician. At Least 20 Minutes***		Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21

99484	95	99484:95	60	Plan Development Codes	Care Management Services for Behavioral Health Conditions, Directed by Physician. At Least 20 Minutes***	Two Procedures in a Day	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
99484	95:HK	99484:95:HK	60	Plan Development Codes	Care Management Services for Behavioral Health Conditions, Directed by Physician. At Least 20 Minutes***	Two Procedures in a Day w/Telemedicine	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
99484	HK	99484:HK	60	Plan Development Codes	Care Management Services for Behavioral Health Conditions, Directed by Physician. At Least 20 Minutes***	Telemedicine	Psychologist (Licensed or Waivered)	$ 426.21	$ 426.21	$ 426.21
H0032		H0032	15	Plan Development Codes	Mental Health Service Plan Developed by Non-Physician, 15 Minutes		Psychologist (Licensed or Waivered)	$ 106.55	$ 106.55	$ 106.55
H0032	HK	H0032:HK	15	Plan Development Codes	Mental Health Service Plan Developed by Non-Physician, 15 Minutes	Specialized MH program	Psychologist (Licensed or Waivered)	$ 106.55	$ 106.55	$ 106.55
H2017				Rehabilitation	Psychosocial rehabilitation, 15 minutes		Psychologist (Licensed or Waivered)		$ 116.41	$ 116.41
H2017	HQ			Rehabilitation	Psychosocial rehabilitation, 15 minutes	Group setting	Psychologist (Licensed or Waivered)		$ 25.87	$ 25.87
H2021				Rehabilitation	Community-based wrap-around services (coordination with other programs),15 minutes		Psychologist (Licensed or Waivered)		$ 116.41	$ 116.41
T1017				Referral & Linkage	Targeted case management, 15 minutes		Psychologist (Licensed or Waivered)		$ 116.41	$ 116.41
90785		90785	Occurrence	Supplemental Services Codes	Interactive Complexity		Psychologist (Licensed or Waivered)	$ 9.90	$ 9.90	$ 9.90
90785	95	90785:95	Occurrence	Supplemental Services Codes	Interactive Complexity	Interactive Complexity - Tele Video	Psychologist (Licensed or Waivered)	$ 9.90	$ 9.90	$ 9.90
90785	95:HK	90785:95:HK	Occurrence	Supplemental Services Codes	Interactive Complexity	Interactive Complexity - Tele Video - High Risk	Psychologist (Licensed or Waivered)	$ 9.90	$ 9.90	$ 9.90
90785	HK	90785:HK	Occurrence	Supplemental Services Codes	Interactive Complexity	Interactive Complexity - High Risk	Psychologist (Licensed or Waivered)	$ 9.90	$ 9.90	$ 9.90
90785	HL	90785:HL	Occurrence	Supplemental Services Codes	Interactive Complexity	Interactive Complexity -Intern	Psychologist (Licensed or Waivered)	$ 9.90	$ 9.90	$ 9.90
90785	HL:93	90785:HL:93	Occurrence	Supplemental Services Codes	Interactive Complexity	Interactive Complexity -Intern-Telephone	Psychologist (Licensed or Waivered)	$ 9.90	$ 9.90	$ 9.90
90785	HL:95	90785:HL:95	Occurrence	Supplemental Services Codes	Interactive Complexity	Interactive Complexity -Intern-Tele Video	Psychologist (Licensed or Waivered)	$ 9.90	$ 9.90	$ 9.90
90887		90887	15	Supplemental Services Codes	Interpretation or Explanation of Results of Psychiatric or Other Medical Procedures to Family or Other Responsible Persons, 15 Minutes		Psychologist (Licensed or Waivered)	$ 106.55	$ 388.03	$ 388.03
90887	59	90887:59	15	Supplemental Services Codes	Interpretation or Explanation of Results of Psychiatric or Other Medical Procedures to Family or Other Responsible Persons, 15 Minutes	Two Procedures in a Day	Psychologist (Licensed or Waivered)	$ 106.55	$ 388.03	$ 388.03
90887	59:95	90887:59:95	15	Supplemental Services Codes	Interpretation or Explanation of Results of Psychiatric or Other Medical Procedures to Family or Other Responsible Persons, 15 Minutes	Two Procedures in a Day w/Telemedicine	Psychologist (Licensed or Waivered)	$ 106.55	$ 388.03	$ 388.03
90887	59:95:HK	90887:59:95:HK	15	Supplemental Services Codes	Interpretation or Explanation of Results of Psychiatric or Other Medical Procedures to Family or Other Responsible Persons, 15 Minutes	Two Procedures in a Day w/Telemedicine in Specialized MH program	Psychologist (Licensed or Waivered)	$ 106.55	$ 388.03	$ 388.03
90887	59:HK	90887:59:HK	15	Supplemental Services Codes	Interpretation or Explanation of Results of Psychiatric or Other Medical Procedures to Family or Other Responsible Persons, 15 Minutes	Two Procedures in a Day in Specialized MH program	Psychologist (Licensed or Waivered)	$ 106.55	$ 388.03	$ 388.03
90887	95	90887:95	15	Supplemental Services Codes	Interpretation or Explanation of Results of Psychiatric or Other Medical Procedures to Family or Other Responsible Persons, 15 Minutes	Telemedicine	Psychologist (Licensed or Waivered)	$ 106.55	$ 388.03	$ 388.03
90887	95:HK	90887:95:HK	15	Supplemental Services Codes	Interpretation or Explanation of Results of Psychiatric or Other Medical Procedures to Family or Other Responsible Persons, 15 Minutes	Telemedicine in Specialized MH program	Psychologist (Licensed or Waivered)	$ 106.55	$ 388.03	$ 388.03
90887	HK	90887:HK	15	Supplemental Services Codes	Interpretation or Explanation of Results of Psychiatric or Other Medical Procedures to Family or Other Responsible Persons, 15 Minutes	Specialized MH program	Psychologist (Licensed or Waivered)	$ 106.55	$ 388.03	$ 388.03
90887	HL	90887:HL	15	Supplemental Services Codes	Interpretation or Explanation of Results of Psychiatric or Other Medical Procedures to Family or Other Responsible Persons, 15 Minutes	Intern	Psychologist (Licensed or Waivered)	$ 106.55	$ 388.03	$ 388.03
90887	HL:59	90887:HL:59	15	Supplemental Services Codes	Interpretation or Explanation of Results of Psychiatric or Other Medical Procedures to Family or Other Responsible Persons, 15 Minutes	Intern and Two Procedures in a Day	Psychologist (Licensed or Waivered)	$ 106.55	$ 388.03	$ 388.03
90887	HL:95	90887:HL:95	15	Supplemental Services Codes	Interpretation or Explanation of Results of Psychiatric or Other Medical Procedures to Family or Other Responsible Persons, 15 Minutes	Intern w/Telemedicine	Psychologist (Licensed or Waivered)	$ 106.55	$ 388.03	$ 388.03
90887	HL:59:95	90887:HL:95:59	15	Supplemental Services Codes	Interpretation or Explanation of Results of Psychiatric or Other Medical Procedures to Family or Other Responsible Persons, 15 Minutes	Intern and Two Procedures in a Day w/Telemedicine	Psychologist (Licensed or Waivered)	$ 106.55	$ 388.03	$ 388.03
96161		96161	15	Supplemental Services Codes	Caregiver Assessment Administration of Care Giver Focused Risk Assessment, 15 Minutes		Psychologist (Licensed or Waivered)	$ 106.55	$ 106.55	$ 106.55
96161	59	96161:59	15	Supplemental Services Codes	Caregiver Assessment Administration of Care Giver Focused Risk Assessment, 15 Minutes	Two Procedures in a Day	Psychologist (Licensed or Waivered)	$ 106.55	$ 106.55	$ 106.55
96161	59:95	96161:59:95	15	Supplemental Services Codes	Caregiver Assessment Administration of Care Giver Focused Risk Assessment, 15 Minutes	Two Procedures in a Day w/Telemedicine	Psychologist (Licensed or Waivered)	$ 106.55	$ 106.55	$ 106.55
96161	59:95:HK	96161:59:95:HK	15	Supplemental Services Codes	Caregiver Assessment Administration of Care Giver Focused Risk Assessment, 15 Minutes	Two Procedures in a Day w/Telemedicine in Specialized MH program	Psychologist (Licensed or Waivered)	$ 106.55	$ 106.55	$ 106.55
96161	59:HK	96161:59:HK	15	Supplemental Services Codes	Caregiver Assessment Administration of Care Giver Focused Risk Assessment, 15 Minutes	Two Procedures in a Day in Specialized MH program	Psychologist (Licensed or Waivered)	$ 106.55	$ 106.55	$ 106.55
96161	95	96161:95	15	Supplemental Services Codes	Caregiver Assessment Administration of Care Giver Focused Risk Assessment, 15 Minutes	Telemedicine	Psychologist (Licensed or Waivered)	$ 106.55	$ 106.55	$ 106.55
96161	95:HK	96161:95:HK	15	Supplemental Services Codes	Caregiver Assessment Administration of Care Giver Focused Risk Assessment, 15 Minutes	Telemedicine in Specialized MH program	Psychologist (Licensed or Waivered)	$ 106.55	$ 106.55	$ 106.55
96161	HK	96161:HK	15	Supplemental Services Codes	Caregiver Assessment Administration of Care Giver Focused Risk Assessment, 15 Minutes	Specialized MH program	Psychologist (Licensed or Waivered)	$ 106.55	$ 106.55	$ 106.55
T1013		T1013	15	Supplemental Services Codes	Sign Language or Oral Interpretive Services, 15 Minutes		Psychologist (Licensed or Waivered)	$ 18.00	$ 18.00	$ 18.00
T1013	HK	T1013:HK	15	Supplemental Services Codes	Sign Language or Oral Interpretive Services, 15 Minutes	Specialized MH program	Psychologist (Licensed or Waivered)	$ 18.00	$ 18.00	$ 18.00
90832		90832	30	Therapy Codes	Psychotherapy, 30 Minutes with Patient		Psychologist (Licensed or Waivered)		$ 232.82	$ 232.82
90832	22	90832:22	30	Therapy Codes	Psychotherapy, 30 Minutes with Patient	Increased procedural services	Psychologist (Licensed or Waivered)			$ 234.67

90832	59	90832:59	30	Therapy Codes	Psychotherapy, 30 Minutes with Patient	Two Procedures in a Day	Psychologist (Licensed or Waivered)		$ 232.82	$ 232.82
90832	59:95	90832:59:95	30	Therapy Codes	Psychotherapy, 30 Minutes with Patient	Two Procedures in a Day w/Telemedicine	Psychologist (Licensed or Waivered)		$ 232.82	$ 232.82
90832	59:95:HK	90832:59:95:HK	30	Therapy Codes	Psychotherapy, 30 Minutes with Patient	Two Procedures in a Day w/Telemedicine in Specialized MH program	Psychologist (Licensed or Waivered)		$ 232.82	$ 232.82
90832	59:HK	90832:59:HK	30	Therapy Codes	Psychotherapy, 30 Minutes with Patient	Two Procedures in a Day in Specialized MH program	Psychologist (Licensed or Waivered)		$ 232.82	$ 232.82
90832	95	90832:95	30	Therapy Codes	Psychotherapy, 30 Minutes with Patient	Telemedicine	Psychologist (Licensed or Waivered)		$ 232.82	$ 232.82
90832	95:HK	90832:95:HK	30	Therapy Codes	Psychotherapy, 30 Minutes with Patient	Telemedicine in Specialized MH program	Psychologist (Licensed or Waivered)		$ 232.82	$ 232.82
90832	HK	90832:HK	30	Therapy Codes	Psychotherapy, 30 Minutes with Patient	Specialized MH program	Psychologist (Licensed or Waivered)		$ 232.82	$ 232.82
90834		90834	45	Therapy Codes	Psychotherapy, 45 Minutes with Patient		Psychologist (Licensed or Waivered)		$ 349.22	$ 349.22
90834	22	90834:22	45	Therapy Codes	Psychotherapy, 45 Minutes with Patient	Increased procedural services	Psychologist (Licensed or Waivered)			$ 351.08
90834	59	90834:59	45	Therapy Codes	Psychotherapy, 45 Minutes with Patient	Two Procedures in a Day	Psychologist (Licensed or Waivered)		$ 349.22	$ 349.22
90834	59:95	90834:59:95	45	Therapy Codes	Psychotherapy, 45 Minutes with Patient	Two Procedures in a Day w/Telemedicine	Psychologist (Licensed or Waivered)		$ 349.22	$ 349.22
90834	59:95:HK	90834:59:95:HK	45	Therapy Codes	Psychotherapy, 45 Minutes with Patient	Two Procedures in a Day w/Telemedicine in Specialized MH program	Psychologist (Licensed or Waivered)		$ 349.22	$ 349.22
90834	59:HK	90834:59:HK	45	Therapy Codes	Psychotherapy, 45 Minutes with Patient	Two Procedures in a Day in Specialized MH program	Psychologist (Licensed or Waivered)		$ 349.22	$ 349.22
90834	95	90834:95	45	Therapy Codes	Psychotherapy, 45 Minutes with Patient	Telemedicine	Psychologist (Licensed or Waivered)		$ 349.22	$ 349.22
90834	95:HK	90834:95:HK	45	Therapy Codes	Psychotherapy, 45 Minutes with Patient	Telemedicine in Specialized MH program	Psychologist (Licensed or Waivered)		$ 349.22	$ 349.22
90834	HK	90834:HK	45	Therapy Codes	Psychotherapy, 45 Minutes with Patient	Specialized MH program	Psychologist (Licensed or Waivered)		$ 349.22	$ 349.22
90837		90837	60	Therapy Codes	Psychotherapy, 60 Minutes with Patient		Psychologist (Licensed or Waivered)		$ 465.63	$ 465.63
90837	22	90837:22	60	Therapy Codes	Psychotherapy, 60 Minutes with Patient	Increased procedural services	Psychologist (Licensed or Waivered)			$ 467.49
90837	59	90837:59	60	Therapy Codes	Psychotherapy, 60 Minutes with Patient	Two Procedures in a Day	Psychologist (Licensed or Waivered)		$ 465.63	$ 465.63
90837	59:95	90837:59:95	60	Therapy Codes	Psychotherapy, 60 Minutes with Patient	Two Procedures in a Day w/Telemedicine	Psychologist (Licensed or Waivered)		$ 465.63	$ 465.63
90837	59:95:HK	90837:59:95:HK	60	Therapy Codes	Psychotherapy, 60 Minutes with Patient	Two Procedures in a Day w/Telemedicine in Specialized MH program	Psychologist (Licensed or Waivered)		$ 465.63	$ 465.63
90837	59:HK	90837:59:HK	60	Therapy Codes	Psychotherapy, 60 Minutes with Patient	Two Procedures in a Day in Specialized MH program	Psychologist (Licensed or Waivered)		$ 465.63	$ 465.63
90837	95	90837:95	60	Therapy Codes	Psychotherapy, 60 Minutes with Patient	Telemedicine	Psychologist (Licensed or Waivered)		$ 465.63	$ 465.63
90837	95:HK	90837:95:HK	60	Therapy Codes	Psychotherapy, 60 Minutes with Patient	Telemedicine in Specialized MH program	Psychologist (Licensed or Waivered)		$ 465.63	$ 465.63
90837	HK	90837:HK	60	Therapy Codes	Psychotherapy, 60 Minutes with Patient	Specialized MH program	Psychologist (Licensed or Waivered)		$ 465.63	$ 465.63
90847				Therapy	Family psychotherapy [conjoint psychotherapy] (with patient present), 50 minutes		Psychologist (Licensed or Waivered)		$ 388.03	$ 388.03
90847	59			Therapy	Family psychotherapy [conjoint psychotherapy] (with patient present), 50 minutes	Two Procedures in a Day	Psychologist (Licensed or Waivered)		$ 388.03	$ 388.03
90847	59:95			Therapy	Family psychotherapy [conjoint psychotherapy] (with patient present), 50 minutes	Two Procedures in a Day w/Telemedicine	Psychologist (Licensed or Waivered)		$ 388.03	$ 388.03
90847	59:95:HK			Therapy	Family psychotherapy [conjoint psychotherapy] (with patient present), 50 minutes	Two Procedures in a Day w/Telemedicine in Specialized MH program	Psychologist (Licensed or Waivered)		$ 388.03	$ 388.03
90847	59:HK			Therapy	Family psychotherapy [conjoint psychotherapy] (with patient present), 50 minutes	Two Procedures in a Day in Specialized MH program	Psychologist (Licensed or Waivered)		$ 388.03	$ 388.03
90847	95			Therapy	Family psychotherapy [conjoint psychotherapy] (with patient present), 50 minutes	Telemedicine	Psychologist (Licensed or Waivered)		$ 388.03	$ 388.03
90847	95:HK			Therapy	Family psychotherapy [conjoint psychotherapy] (with patient present), 50 minutes	Telemedicine in Specialized MH program	Psychologist (Licensed or Waivered)		$ 388.03	$ 388.03
90847	HK			Therapy	Family psychotherapy [conjoint psychotherapy] (with patient present), 50 minutes	Specialized MH program	Psychologist (Licensed or Waivered)		$ 388.03	$ 388.03
90880	59	90880:59	15	Therapy Codes	Hypnotherapy	Two Procedures in a Day	Psychologist (Licensed or Waivered)	$ 106.55	$ 465.63	$ 465.63
90880	59:95	90880:59:95	15	Therapy Codes	Hypnotherapy	Two Procedures in a Day w/Telemedicine	Psychologist (Licensed or Waivered)	$ 106.55	$ 465.63	$ 465.63
90880	59:95:HK	90880:59:95:HK	15	Therapy Codes	Hypnotherapy	Two Procedures in a Day w/Telemedicine in Specialized MH program	Psychologist (Licensed or Waivered)	$ 106.55	$ 465.63	$ 465.63
90880	59:HK	90880:59:HK	15	Therapy Codes	Hypnotherapy	Two Procedures in a Day in Specialized MH program	Psychologist (Licensed or Waivered)	$ 106.55	$ 465.63	$ 465.63
90880	95	90880:95	15	Therapy Codes	Hypnotherapy	Telemedicine	Psychologist (Licensed or Waivered)	$ 106.55	$ 465.63	$ 465.63
90880	95:HK	90880:95:HK	15	Therapy Codes	Hypnotherapy	Telemedicine in Specialized MH program	Psychologist (Licensed or Waivered)	$ 106.55	$ 465.63	$ 465.63
90880	HK	90880:HK	15	Therapy Codes	Hypnotherapy	Specialized MH program	Psychologist (Licensed or Waivered)	$ 106.55	$ 465.63	$ 465.63
90880		90880	15	Therapy Codes	Therapy Codes	Therapy Codes	Psychologist (Licensed or Waivered)	$ 106.55	$ 465.63	$ 465.63
T2021			15	Therapy Codes	Therapy Substitute, 15 minutes		Psychologist (Licensed or Waivered)		$ 116.41	$ 116.41
T2021	22	T2021:22	15	Therapy Codes	Therapy Substitute, 15 minutes	Increased procedural services	Psychologist (Licensed or Waivered)			$ 118.27
T2021	HQ		15	Therapy Codes	Therapy Substitute, 15 minutes	Group setting	Psychologist (Licensed or Waivered)		$ 25.87	$ 25.87

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 identity 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

Exhibit D

TEHAMA COUNTY Behavioral Health Member Handbook

Specialty Mental Health Services and Drug Medi-Cal

Tehama County Health Services Agency
Mental Health and Substance Use Recovery Division
P.O. Box 400
1860 Walnut Street
Red Bluff, CA 96080
Phone: (530) 527-5631
TCHSA Access Line 1-800-240-3208 is available 24 hours a day, 7 days a week.

Effective Date: January 1, 2025[1]

1 The handbook must be offered at the time the member first accesses services.

LANGUAGE TAGLINES

English Tagline

ATTENTION: If you need help in your language call 1-800-240-3208 (TTY: 711). Aids and services for people with disabilities, like documents in braille and large print, are also available. Call 1-800-240-3208 (TTY: 711). These services are free of charge.

الشعار بالعربية (Arabic)

يُرجى الانتباه: إذا احتجت إلى المساعدة بلغتك، فاتصل بـ 1-800-240-3208
(TTY: 711). تتوفر أيضًا المساعدات والخدمات للأشخاص ذوي الإعاقة، مثل المستندات المكتوبة بطريقة بريل
والخط الكبير. اتصل بـ 1-800-240-3208
(TTY: 711). هذه الخدمات مجانية.

Հայերեն պիտակ (Armenian)

ՈՒՇԱԴՐՈՒԹՅՈՒՆ: Եթե Ձեզ օգնություն է հարկավոր Ձեր լեզվով, զանգահարեք 1-800-240-3208 (TTY: 711): Կան նաև օժանդակ միջոցներ ու ծառայություններ հաշմանդամություն ունեցող անձանց համար, օրինակ՝ Բրայլի գրատիպով ու խոշորատառ տպագրված նյութեր: Զանգահարեք 1-800-240-3208 (TTY: 711): Այդ ծառայություններն անվճար են:

ឃ្លាសម្គាល់ជាភាសាខ្មែរ (Cambodian)

ចំណាំ៖ បើអ្នក ត្រូវ ការជំនួយ ជាភាសា របស់អ្នក សូម ទូរស័ព្ទទៅលេខ 1-800-240-3208 (TTY: 711)។ ជំនួយ និង សេវាកម្ម សម្រាប់ ជនពិការ ដូចជាឯកសារសរសេរជាអក្សរផុស សម្រាប់ជនពិការភ្នែក ឬឯកសារសរសេរជាអក្សរពុម្ពធំ ក៏អាចរកបានផងដែរ។ ទូរស័ព្ទមកលេខ 1-800-240-3208 (TTY: 711)។ សេវាកម្មទាំងនេះមិនគិតថ្លៃឡើយ។

简体中文标语 (Chinese)

请注意：如果您需要以您的母语提供帮助，请致电 1-800-240-3208
(TTY:
711)。另外还提供针对残疾人士的帮助和服务，例如盲文和需要较大字体阅读，也是方便取用的。请致电 1-800-240-3208 (TTY: 711)。这些服务都是免费的。

مطلب به زبان فارسی (Farsi)

توجه: اگر می‌خواهید به زبان خود کمک دریافت کنید، با 1-800-240-3208 (TTY: 711) تماس بگیرید. کمک‌ها و خدمات مخصوص افراد دارای معلولیت، مانند نسخه‌های خط بریل و چاپ با حروف بزرگ، نیز موجود است. با 1-800-240-3208 (TTY: 711) تماس بگیرید. این خدمات رایگان ارائه می‌شوند.

हिंदी टैगलाइन (Hindi)

ध्यान दें: अगर आपको अपनी भाषा में सहायता की आवश्यकता है तो 1-800-240-3208 (TTY: 711) पर कॉल करें। अशक्तता वाले लोगों के लिए सहायता और सेवाएं, जैसे ब्रेल और बड़े प्रिंट में भी दस्तावेज़ उपलब्ध हैं। 1-800-240-3208 (TTY: 711) पर कॉल करें। ये सेवाएं नि: शुल्क हैं।

Nqe Lus Hmoob Cob (Hmong)

CEEB TOOM: Yog koj xav tau kev pab txhais koj hom lus hu rau 1-800-240-3208 (TTY: 711). Muaj cov kev pab txhawb thiab kev pab cuam rau cov neeg xiam oob qhab, xws li puav leej muaj ua cov ntawv su thiab luam tawm ua tus ntawv loj. Hu rau 1-800-240-3208 (TTY: 711). Cov kev pab cuam no yog pab dawb xwb.

日本語表記 (Japanese)

注意日本語での対応が必要な場合は 1-800-240-3208 (TTY: 711)へお電話ください。点字の資料や文字の拡大表示など、障がいをお持ちの方のためのサービスも用意しています。 1-800-240-3208 (TTY: 711)へお電話ください。これらのサービスは無料で提供しています。

한국어 태그라인 (Korean)

유의사항: 귀하의 언어로 도움을 받고 싶으시면 1-800-240-3208 (TTY: 711) 번으로 문의하십시오. 점자나 큰 활자로 된 문서와 같이 장애가 있는 분들을 위한 도움과 서비스도 이용 가능합니다. 1-800-240-3208 (TTY: 711) 번으로 문의하십시오. 이러한 서비스는 무료로 제공됩니다.

ແທກໄລພາສາລາວ (Laotian)

ປະກາດ: ຖ້າທ່ານຕ້ອງການຄວາມຊ່ວຍເຫຼືອໃນພາສາຂອງທ່ານໃຫ້ໂທຫາເບີ 1-800-240-3208 (TTY: 711). ຍັງມີຄວາມຊ່ວຍເຫຼືອແລະການບໍລິການສໍາລັບຄົນພິການ ເຊັ່ນເອກະສານທີ່ເປັນອັກສອນນູນແລະມີໂຕພິມໃຫຍ່ ໃຫ້ໂທຫາເບີ 1-800-240-3208 (TTY: 711). ການບໍລິການເຫຼົ່ານີ້ບໍ່ຕ້ອງເສຍຄ່າໃຊ້ຈ່າຍໃດໆ.

Mien Tagline (Mien)

LONGC HNYOUV JANGX LONGX OC: Beiv taux meih qiemx longc mienh tengx faan benx meih nyei waac nor douc waac daaih lorx taux 1-800-240-3208 (TTY: 711). Liouh lorx jauv-louc tengx aengx caux nzie gong bun taux ninh mbuo wuaaic fangx mienh, beiv taux longc benx nzangc-pokc bun hluo mbiutc aengx caux aamz mborqv benx domh sou se mbenc nzoih bun longc. Douc waac daaih lorx 1-800-240-3208 (TTY: 711). Naaiv deix nzie weih gong-bou jauv-louc se benx wang-henh tengx mv zuqc cuotv nyaanh oc.

ਪੰਜਾਬੀ ਟੈਗਲਾਈਨ (Punjabi)

ਧਿਆਨ ਦਿਓ: ਜੇ ਤੁਹਾਨੂੰ ਆਪਣੀ ਭਾਸ਼ਾ ਵਿੱਚ ਮਦਦ ਦੀ ਲੋੜ ਹੈ ਤਾਂ ਕਾਲ ਕਰੋ 1-800-240-3208 (TTY: 711). ਅਪਾਹਜ ਲੋਕਾਂ ਲਈ ਸਹਾਇਤਾ ਅਤੇ ਸੇਵਾਵਾਂ, ਜਿਵੇਂ ਕਿ ਬ੍ਰੇਲ ਅਤੇ ਮੋਟੀ ਛਪਾਈ ਵਿੱਚ ਦਸਤਾਵੇਜ਼, ਵੀ ਉਪਲਬਧ ਹਨ| ਕਾਲ ਕਰੋ 1-800-240-3208 (TTY: 711). ਇਹ ਸੇਵਾਵਾਂ ਮੁਫਤ ਹਨ|

Русский слоган (Russian)

ВНИМАНИЕ! Если вам нужна помощь на вашем родном языке, звоните по номеру 1-800-240-3208 (линия TTY: 711). Также предоставляются средства и услуги для людей с ограниченными возможностями, например документы крупным шрифтом или шрифтом Брайля. Звоните по номеру 1-800-240-3208 (линия TTY: 711). Такие услуги предоставляются бесплатно.

Mensaje en español (Spanish)

ATENCIÓN: si necesita ayuda en su idioma, llame al 1-800-240-3208 (TTY: 711). También ofrecemos asistencia y servicios para personas con discapacidades, como documentos en braille y con letras grandes. Llame al 1-800-240-3208 (TTY: 711). Estos servicios son gratuitos.

Tagalog Tagline (Tagalog)

ATENSIYON: Kung kailangan mo ng tulong sa iyong wika, tumawag sa 1-800-240-3208 (TTY: 711). Mayroon ding mga tulong at serbisyo para sa mga taong may kapansanan,tulad ng mga dokumento sa braille at malaking print. Tumawag sa 1-800-240-3208 (TTY: 711). Libre ang mga serbisyong ito.

แท็กไลน์ภาษาไทย (Thai)

โปรดทราบ: หากคุณต้องการความช่วยเหลือเป็นภาษาของคุณ กรุณาโทรศัพท์ไปที่หมายเลข 1-800-240-3208 (TTY: 711) **นอกจากนี้ ยังพร้อมให้ความช่วยเหลือและบริการต่าง ๆ สำหรับบุคคลที่มีความพิการ เช่น เอกสารต่าง ๆ ที่เป็นอักษรเบรลล์และเอกสารที่พิมพ์ด้วยตัวอักษรขนาดใหญ่ กรุณาโทรศัพท์ไปที่หมายเลข** 1-800-240-3208 (TTY: 711) **ไม่มีค่าใช้จ่ายสำหรับบริการเหล่านี้**

Примітка українською (Ukrainian)

УВАГА! Якщо вам потрібна допомога вашою рідною мовою, телефонуйте на номер 1-800-240-3208 (TTY: 711). Люди з обмеженими можливостями також можуть скористатися допоміжними засобами та послугами, наприклад, отримати документи, надруковані шрифтом Брайля та великим шрифтом. Телефонуйте на номер 1-800-240-3208 (TTY: 711). Ці послуги безкоштовні.

Khẩu hiệu tiếng Việt (Vietnamese)

CHÚ Ý: Nếu quý vị cần trợ giúp bằng ngôn ngữ của mình, vui lòng gọi số 1-800-240-3208 (TTY: 711). Chúng tôi cũng hỗ trợ và cung cấp các dịch vụ dành cho người khuyết tật, như tài liệu bằng chữ nổi Braille và chữ khổ lớn (chữ hoa). Vui lòng gọi số 1-800-240-3208 (TTY: 711). Các dịch vụ này đều miễn phí.

TABLE OF CONTENTS

OTHER LANGUAGES AND FORMATS 38
COUNTY CONTACT INFORMATION 40
PURPOSE OF THIS HANDBOOK 41
BEHAVIORAL HEALTH SERVICES INFORMATION 42
ACCESSING BEHAVIORAL HEALTH SERVICES 45
SELECTING A PROVIDER 52
YOUR RIGHT TO ACCESS YOUR MENTAL HEALTH MEDICAL RECORDS AND PROVIDER DIRECTORY INFORMATION USING SMART DEVICES 55
SCOPE OF SERVICES 56
AVAILABLE SERVICES BY TELEPHONE OR TELEHEALTH 69
THE PROBLEM RESOLUTION PROCESS: TO FILE A GRIEVANCE, APPEAL, OR REQUEST A STATE FAIR HEARING 70
ADVANCE DIRECTIVE 81
RIGHTS AND RESPONSIBILITIES 82
NONDISCRIMINATION NOTICE 92

Other languages

If you need help in your language call 1-800-240-3208 (TTY: 711). Aids and services for people with disabilities, like documents in braille and large print, are also available. Call 1-800-240-3208 (TTY: 711). These services are free of charge.

Other formats

You can get this information in other formats, such as braille, 20-point font large print, audio, and accessible electronic formats at no cost to you. Call the county telephone number listed on the cover of this handbook (TTY: 711). The call is toll free.

Interpreter Services

The county provides oral interpretation services from a qualified interpreter, on a 24-hour basis, at no cost to you. You do not have to use a family member or friend as an

interpreter. We discourage the use of minors as interpreters, unless it is an emergency. Interpreter, linguistic and cultural services are available at no cost to you. Help is available 24 hours a day, 7 days a week. For language help or to get this handbook in a different language, call the county telephone number listed on the cover of this handbook (TTY: 711). The call is toll free.

COUNTY CONTACT INFORMATION

We are here to help. The following county contact information will help you get the services you need.

Telephone Number: (530) 527-5631

County 24/7 Access Line: (800) 240-3208

County behavioral health website hyperlink:

https://www.tehamacohealthservices.net/administration/about-us/behavioral-health/

County Provider Directory hyperlink:

https://www.tehamacohealthservices.net/behavioral-health-provider-directory/

Tehama County Patient Access Application Programming Interfaces (APIs) are still under development at this time. When they are completed and ready to be accessed, an update will be made to this handbook.

Who Do I Contact If I'm Having Suicidal Thoughts?

If you or someone you know is in crisis, please call the 988 Suicide and Crisis Lifeline at **988** or the National Suicide Prevention Lifeline at **1-800-273-TALK (8255)**. Chat is available at https://988lifeline.org/.

To access your local programs, please call the 24/7 Access Line or county telephone number listed above.

PURPOSE OF THIS HANDBOOK

Why is it important to read this handbook?

Your county has a mental health plan that offers mental health services known as “specialty mental health services”. Additionally, your Drug Medi-Cal county provides services for alcohol or drug use, known as “substance use disorder services”. Together these services are known as ”behavioral health services”, and it is important that you have information about these services so that you can get the care you need. This handbook explains your benefits and how to get care. It will also answer many of your questions.

You will learn:

- How to receive behavioral health services through your county.
- What benefits you can access.
- What to do if you have a question or problem.
- Your rights and responsibilities as a member of your county.
- If there is additional information about your county, which may be indicated at the end of this handbook.

If you do not read this handbook now, you should hold on to it so you can read it later. This book is meant to be used along with the book you got when you signed up for your Medi-Cal benefits. If you have any questions about your Medi-Cal benefits, call the county using the phone number on the front of this book.

Where Can I Go for More Information About Medi-Cal?

Visit the Department of Health Care Services website at https://www.dhcs.ca.gov/services/medi-cal/eligibility/Pages/Beneficiaries.aspx for more information about Medi-Cal.

BEHAVIORAL HEALTH SERVICES INFORMATION

How to Tell if You or Someone You Know Needs Help?

Many people go through hard times in life and may experience mental health or substance use conditions. The most important thing to remember is that help is available. If you or your family member are qualified for Medi-Cal and need behavioral health services, you should call the county's 24/7 Access Line or the Drug Medi-Cal county telephone number within the hours of operation listed on the cover of this handbook. Your managed care plan can also help you contact your county if they believe you or a family member need behavioral health services that the managed care plan does not cover. Your county will help you find a provider for the services you may need.

The list below can help you decide if you or a family member needs help. If more than one sign is present or happens for a long time, it may be a sign of a more serious problem that requires professional help. Here are some common signs you might need help with a mental health condition or substance use condition:

Thoughts and Feelings

- Strong mood changes, possibly with no reason, such as:
    - Too much worry, anxiety, or fear
    - Too sad or low
    - Too good, on top of the world
    - Moody or angry for too long
- Thinking about suicide
- Focusing only on getting and using alcohol or drugs

- Problems with focus, memory or logical thought and speech that are hard to explain
- Problems with hearing, seeing, or sensing things that are hard to explain or that most people say don't exist

Physical

- Many physical problems, possibly without obvious causes, such as:
    - Headaches
    - Stomach aches
    - Sleeping too much or too little
    - Eating too much or too little
    - Unable to speak clearly
- Decline in looks or strong concern with looks, such as:
    - Sudden weight loss or gain
    - Red eyes and unusually large pupils
    - Odd smells on breath, body, or clothing

Behavioral

- Having consequences from your behavior because of changes to your mental health or using alcohol or drugs, such as:
    - Having issues at work or school
    - Problems in relationships with other people, family, or friends
    - Forgetting your commitments
    - Not able to carry out usual daily activities
- Avoiding friends, family, or social activities
- Having secretive behavior or secret need for money
- Becoming involved with the legal system because of changes to your mental health or using alcohol or drugs

Members Under the Age of 21

How Do I Know When a Child or Teenager Needs Help?

You may contact your county or managed care plan for a screening and assessment for your child or teenager if you think they are showing signs of a behavioral health condition. If your child or teenager qualifies for Medi-Cal and the screening or assessment shows that behavioral health services are needed, then the county will arrange for your child or teenager to receive behavioral health services. Your managed care plan can also help you contact your county if they believe your child or teenager needs behavioral health services that the managed care plan does not cover. There are also services available for parents who feel stressed by being a parent.

Minors 12 years of age or older, may not need parental consent to receive outpatient mental health services or residential shelter services if the attending professional person believes the minor is mature enough to participate in the behavioral health services or residential shelter services. Minors 12 years of age or older, may not need parental consent to receive medical care and counseling to treat a substance use disorder related problem. Parental or guardian involvement is required unless the attending professional person determines that their involvement would be inappropriate after consulting with the minor.

The list below can help you decide if your child or teenager needs help. If more than one sign is present or persists for a long time, it may be that your child or teenager has a more serious problem that requires professional help. Here are some signs to look out for:

- A lot of trouble paying attention or staying still, putting them in physical danger or causing school problems
- Strong worries or fears that get in the way of daily activities
- Sudden huge fear without reason, sometimes with racing heart rate or fast breathing

- Feels very sad or stays away from others for two or more weeks, causing problems with daily activities
- Strong mood swings that cause problems in relationships
- Big changes in behavior
- Not eating, throwing up, or using medicine to cause weight loss
- Repeated use of alcohol or drugs
- Severe, out-of-control behavior that can hurt self or others
- Serious plans or tries to harm or kill self
- Repeated fights, use of a weapon, or serious plan to hurt others

ACCESSING BEHAVIORAL HEALTH SERVICES

How Do I Get Behavioral Health Services?

If you think you need behavioral health services such as mental health services and/or substance use disorder services, you can call your county's 24/7 Access Line or the Drug Medi-Cal county telephone number within the hours of operation listed on the cover of this handbook. Once you contact the county, you will receive a screening and be scheduled for an appointment for an assessment.

You can also request behavioral health services from your managed care plan if you are a member. If the managed care plan determines that you meet the access criteria for behavioral health services, the managed care plan will help you to get an assessment to receive behavioral health services through your county. Ultimately, there is no wrong door for getting behavioral health services. You may even be able to receive behavioral health services through your managed care plan in addition to behavioral health

services through your county. You can access these services through your behavioral health provider if your provider determines that the services are clinically appropriate for you and as long as those services are coordinated and not duplicative.

In addition, keep the following in mind:

- You may be referred to your county for behavioral health services by another person or organization, including your general practitioner/doctor, school, a family member, guardian, your managed care plan, or other county agencies. Usually, your doctor or the managed care plan will need your consent or the permission of the parent or caregiver of a child, to make the referral directly to the county, unless there is an emergency.
- Your county may not deny a request to do an initial assessment to determine whether you meet the criteria for receiving behavioral health services.
- Behavioral health services can be provided by the county or other providers the county contracts with (such as clinics, treatment centers, community-based organizations, or individual providers).

Where Can I Get Behavioral Health Services?

You can get behavioral health services in the county where you live, and outside of your county if necessary. Each county has behavioral health services for children, youth, adults, and older adults. If you are under 21 years of age, you are eligible for additional coverage and benefits under Early and Periodic Screening, Diagnostic, and Treatment. See the “Early and Periodic Screening, Diagnostic, and Treatment” section of this handbook for more information.

Your county will help you find a provider who can get you the care you need. For mental health services, the county must refer you to the closest provider to your home, or within time or distance standards who will meet your needs.

When Can I Get Behavioral Health Services?

Your county has to meet appointment time standards when scheduling a service for you. For mental health services, the county must offer you an appointment:

- Within 10 business days of your non-urgent request to start services with the mental health plan;
- Within 48 hours if you request services for an urgent condition;
- Within 15 business days of your non-urgent request for an appointment with a psychiatrist; and,
- Within 10 business days from the prior appointment for nonurgent follow up appointments for ongoing conditions.

For substance use disorder services, the Drug Medi-Cal county must offer you an appointment:

- Within 10 business days of your non-urgent request to start services with a substance use disorder provider for outpatient and intensive outpatient services;
- Within 3 business days of your request for Narcotic Treatment Program services;
- A follow-up non-urgent appointment within 10 days if you're undergoing a course of treatment for an ongoing substance use disorder, except for certain cases identified by your treating provider.

However, these times may be longer if your provider has determined that a longer waiting time is medically appropriate and not harmful to your health. If you have been told you have been placed on a waitlist and feel the length of time is harmful to your health, contact your mental health plan's 24/7 Access Line or the Drug Medi-Cal county telephone number within the hours of operation listed on the cover of this handbook. You have the right to file a grievance if you do not receive timely care. For more information about filing a grievance, see "The Grievance Process" section of this handbook.

What Are Emergency Services?

Emergency services are services for members experiencing an unexpected medical condition, including a psychiatric emergency medical condition. An emergency medical

condition has symptoms so severe (possibly including severe pain) that an average person could reasonably expect the following might happen at any moment:

- The health of the individual (or the health of an unborn child) could be in serious trouble
- Causes serious harm to the way your body works
- Causes serious damage to any body organ or part

A psychiatric emergency medical condition occurs when an average person thinks that someone:

- Is a current danger to himself or herself or another person because of a mental health condition or suspected mental health condition.
- Is immediately unable to provide or eat food, or use clothing or shelter because of a mental health condition or suspected mental health condition.

Emergency services are covered 24 hours a day, seven days a week for Medi-Cal members. Prior authorization is not required for emergency services. The Medi-Cal program will cover emergency conditions, whether the condition is due to a physical health or mental health condition (thoughts, feelings, behaviors which are a source of distress and/or dysfunction in relation to oneself or others). If you are enrolled in Medi-Cal, you will not receive a bill to pay for going to the emergency room, even if it turns out to not be an emergency. If you think you are having an emergency, call **911** or go to any hospital or other setting for help.

Who Decides Which Services I Will Receive?

You, your provider, and the county are all involved in deciding what services you need to receive. A behavioral health professional will talk with you and will help determine what kind of services are needed.

You do not need to know if you have a behavioral health diagnosis or a specific behavioral health condition to ask for help. You will be able to receive some services while your provider completes an assessment.

If you are under the age of 21, you may also be able to access behavioral health services if you have a behavioral health condition due to trauma, involvement in the child welfare system, juvenile justice involvement, or homelessness. Additionally, if you are under age 21, the county must provide medically necessary services to help your behavioral health condition. Services that sustain, support, improve, or make more tolerable a behavioral health condition are considered medically necessary.

Some mental health services may require prior authorization from the county. Services that require prior authorization include Intensive Home-Based Services, Day Treatment Intensive, Day Rehabilitation, Therapeutic Behavioral Services, and Therapeutic Foster Care. You may ask the county for more information about its prior authorization process. Call your county's 24/7 Access Line using the telephone number on the cover of this handbook to request additional information.

The county's authorization process for mental health services must follow specific timelines.

- For a standard prior mental health authorization, the county must decide based on your provider's request as quickly as your condition requires, but not to exceed five (5) business days from when the county receives the request.
    - For example, if following the standard timeframe could seriously jeopardize your life, health, or ability to attain, maintain, or regain maximum function, your mental health plan must rush an authorization decision and provide notice based on a timeframe related to your health condition that is no later than 72 hours after receipt of the service request. Your county may extend the time for up to 14 additional calendar days after the county receives the request if you or your provider request the extension or the county provides justification for why the extension is in your best interest.

If the county does not make a decision within the listed timelines or denies, delays, reduces, or terminates the services requested, the county must send you a Notice of

Adverse Benefit Determination telling you that the services are denied, delayed, reduced or terminated, inform you that you may file an appeal, and give you information on how to file an appeal.

You may ask the county for more information about its authorization process.

If you don't agree with the county's decision on an authorization process, you may file an appeal. For more information, see the "Problem Resolution" section of this handbook.

What Is Medical Necessity?

Services you receive must be medically necessary and clinically appropriate to address your condition. For members 21 years of age and older, a service is medically necessary when it is reasonable and necessary to protect your life, prevent significant illness or disability, or improve severe pain.

For members under the age of 21, a service is considered medically necessary if it corrects, sustains, supports, improves, or makes more tolerable a behavioral health condition. Services that sustain, support, improve, or make more tolerable a behavioral health condition are considered medically necessary and covered as Early and Periodic Screening, Diagnostic, and Treatment services.

How Do I Get Other Mental Health Services That Are Not Covered by the County?

If you are enrolled in a managed care plan, you have access to the following outpatient mental health services through your managed care plan:

- Mental health evaluation and treatment, including individual, group and family therapy.
- Psychological and neuropsychological testing, when clinically indicated to evaluate a mental health condition.
- Outpatient services for purposes of monitoring prescription drugs.
- Psychiatric consultation.

To get one of the above services, call your managed care plan directly. If you are not in a managed care plan, you may be able to get these services from individual providers and clinics that accept Medi-Cal. The county may be able to help you find a provider or clinic.

Any pharmacy that accepts Medi-Cal can fill prescriptions to treat a mental health condition. Please note that most prescription medication dispensed by a pharmacy, called Medi-Cal Rx, is covered under the Fee-For-Service Medi-Cal program, not your managed care plan.

What Other Substance Use Disorder Services Are Available from Managed Care Plans or the Medi-Cal "Fee for Service" Program?

Managed care plans must provide covered substance use disorder services in primary care settings and tobacco, alcohol, and illegal drug screening. They must also cover substance use disorder services for pregnant members and alcohol and drug use screening, assessment, brief interventions, and referral to the appropriate treatment setting for members ages 11 and older. Managed care plans must provide or arrange services for Medication Assisted Treatment provided in primary care, inpatient hospital, emergency departments, and other contracted medical settings. Managed care plans must also provide emergency services necessary to stabilize the member, including voluntary inpatient detoxification.

How Do I Get Other Medi-Cal Services (Primary Care/Medi-Cal)?

If you are in a managed care plan, the plan is responsible for finding a provider for you. If you are not enrolled in a managed care plan and have "regular" Medi-Cal, also called Fee-For-Service Medi-Cal, then you can go to any provider that accepts Medi-Cal. You must tell your provider that you have Medi-Cal before you begin getting services. Otherwise, you may be billed for those services. You may use a provider outside your managed care plan for family planning services.

Why Might I Need Psychiatric Inpatient Hospital Services?

You may be admitted to a hospital if you have a mental health condition or signs of a mental health condition that can't be safely treated at a lower level of care, and because of the mental health condition or symptoms of mental health condition, you:

- Represent a danger to yourself, others, or property.
- Are unable to care for yourself with food, clothing, or shelter.
- Present a severe risk to your physical health.
- Have a recent, significant deterioration in the ability to function as a result of a mental health condition.
- Need psychiatric evaluation, medication treatment, or other treatment that can only be provided in the hospital.

SELECTING A PROVIDER

How Do I Find a Provider For The Behavioral Health Services I Need?

Your county is required to post a current provider directory online. You can find the provider directory link in the County Contact section of this handbook. The directory contains information about where providers are located, the services they provide, and other information to help you access care, including information about the cultural and language services that are available from the providers.

If you have questions about current providers or would like an updated provider directory, visit your county's website or use the telephone number located on the cover of this handbook. You can get a list of providers in writing or by mail if you ask for one.

Note: The county may put some limits on your choice of providers for mental health services. When you first start receiving mental health services you can request that your county provide you with an initial choice of at least two providers. Your county must also allow you to change providers. If you ask to change providers, the county must allow you to choose between at least two providers when possible and that there are enough

providers close to you to make sure that you can get covered mental health services if you need them. Your county is responsible for ensuring that you have timely access to mental health services.

Sometimes the county's contracted providers choose to no longer provide mental health services because they may no longer contract with the county or no longer accept Medi-Cal. When this happens, the county must make a good faith effort to give written notice to each person who was receiving mental health services from the provider. You are required to get a notice 30 calendar days prior to the effective date of the termination or 15 calendar days after the county knows the provider will stop working. When this happens, your county must allow you to continue receiving services from the provider who left the county, if you and the provider agree. This is called "continuity of care" and is explained below.

Note: American Indian and Alaska Native individuals who are eligible for Medi-cal and reside in Drug Medi-Cal counties, can also receive Drug Medi-Cal services through Indian Health Care Providers that have the necessary Drug Medi-Cal certification.

Can I Continue To Receive Specialty Mental Health Services From My Current Provider?

If you are already receiving mental health services from a managed care plan, you may continue to receive care from that provider even if you receive mental health services from your county, as long as the services are coordinated between the providers and the services are not the same.

In addition, if you are already receiving mental health services from another county, managed care plan, or an individual Medi-Cal provider, you may request "continuity of care" so that you can stay with your current provider, for up to 12 months. You may wish to request continuity of care if you need to stay with your current provider to continue your ongoing treatment or because it would cause serious harm to your mental health

condition to change to a new provider. Your continuity of care request may be granted if the following is true:

- You have an ongoing relationship with the provider you are requesting and have seen that provider in the last 12 months;
- You need to stay with your current provider to continue ongoing treatment to prevent serious detriment to the member's health or reduce the risk of hospitalization or institutionalization.
- The provider is qualified and meets Medi-Cal requirements;
- The provider agrees to the county’s requirements for contracting with the mental health plan and payment for services; and
- The provider shares relevant documentation with the county regarding your need for the services.

YOUR RIGHT TO ACCESS YOUR MENTAL HEALTH MEDICAL RECORDS AND PROVIDER DIRECTORY INFORMATION USING SMART DEVICES

You can access your mental health records and/or find a provider using an application downloaded on a computer, smart tablet, or mobile device. Information to think about before choosing an application to get information this way can be found on your mental health plan's website listed in the County Contact section of this handbook.

SCOPE OF SERVICES

If you meet the criteria for accessing behavioral health services, the following services are available to you based on your need. Your provider will work with you to decide which services will work best for you.

Specialty Mental Health Services

Mental Health Services

- Mental health services are individual, group, or family-based treatment services that help people with mental health conditions to develop coping skills for daily living. These services also include work that the provider does to help make the services better for the person receiving care. These kinds of things include assessments to see if you need the service and if the service is working; treatment planning to decide the goals of your mental health treatment and the specific services that will be provided; and "collateral", which means working with family members and important people in your life (if you give permission) to help you improve or maintain your daily living abilities.
- Mental health services can be provided in a clinic or provider's office, your home or other community setting, over the phone, or by telehealth (which includes both audio-only and video interactions). The county and provider will work with you to determine the frequency of your services/appointments.

Medication Support Services

- These services include prescribing, administering, dispensing, and monitoring of psychiatric medicines. Your provider can also provide education on the medication. These services can be provided in a clinic, the doctor's office, your home, a community setting, over the phone, or by telehealth (which includes both audio-only and video interactions).

Targeted Case Management

- This service helps members get medical, educational, social, prevocational, vocational, rehabilitative, or other community services when these services may be hard for people with a mental health condition to get on their own. Targeted case management includes, but is not limited to:
    - Plan development;
    - Communication, coordination, and referral;
    - Monitoring service delivery to ensure the person's access to service and the service delivery system; and
    - Monitoring the person's progress.

Crisis Intervention Services

- This service is available to address an urgent condition that needs immediate attention. The goal of crisis intervention is to help people in the community so that they won't need to go to the hospital. Crisis intervention can last up to eight hours and can be provided in a clinic or provider's office, or in your home or other community setting. These services can also be done over the phone or by telehealth.

Crisis Stabilization Services

- This service is available to address an urgent condition that needs immediate attention. Crisis stabilization lasts less than 24 hours and must be provided at a licensed 24-hour health care facility, at a hospital-based outpatient program, or at a provider site certified to provide these services.

Adult Residential Treatment Services

- These services provide mental health treatment to those with a mental health condition living in licensed residential facilities. They help build skills for people and provide residential treatment services for people with a mental health condition. These services are available 24 hours a day, seven days a week. Medi-Cal does not cover the room and board cost for staying at these facilities.

Crisis Residential Treatment Services

- These services provide mental health treatment and skill building for people who have a serious mental or emotional crisis. This is not for people who need psychiatric care in a hospital. Services are available at licensed facilities for 24 hours a day, seven days a week. Medi-Cal does not cover the room and board cost for these facilities.

Day Treatment Intensive Services

- This is a structured program of mental health treatment provided to a group of people who might otherwise need to be in the hospital or another 24-hour care facility. The program lasts three hours a day. It includes therapy, psychotherapy and skill-building activities.

Day Rehabilitation

- This program is meant to help people with a mental health condition learn and develop coping and life skills to better manage their symptoms. This program lasts at least three hours per day. It includes therapy and skill-building activities.

Psychiatric Inpatient Hospital Services

- These are services provided in a licensed psychiatric hospital. A licensed mental health professional decides if a person needs intensive around-the-clock treatment for their mental health condition. If the professional decides the member needs around-the-clock treatment, the member must stay in the hospital 24 hours a day.

Psychiatric Health Facility Services

- These services are offered at a licensed psychiatric health facility specializing in 24-hour rehabilitative treatment of serious mental health conditions. Psychiatric health facilities must have an agreement with a nearby hospital or clinic to meet the physical health care needs of the people in the facility. Psychiatric health

facilities may only admit and treat patients who have no physical illness or injury that would require treatment beyond what ordinarily could be treated on an outpatient basis.

Therapeutic Behavioral Services

Therapeutic Behavioral Services are intensive short-term outpatient treatment interventions for members up to age 21. These services are designed specifically for each member. Members receiving these services have serious emotional disturbances, are experiencing a stressful change or life crisis, and need additional short-term, specific support services.

These services are a type of specialty mental health service available through the county if you have serious emotional problems. To get Therapeutic Behavioral Services, you must receive a mental health service, be under the age of 21, and have full-scope Medi-Cal.

- If you are living at home, a Therapeutic Behavioral Services staff person can work one-to-one with you to decrease severe behavior problems to try to keep you from needing to go to a higher level of care, such as a group home for children and young people under the age of 21 with very serious emotional problems.
- If you are living in an out-of-home placement, a Therapeutic Behavioral Services staff person can work with you so you may be able to move back home or to a family-based setting, such as a foster home.

Therapeutic Behavioral Services will help you and your family, caregiver, or guardian learn new ways of addressing problem behavior and increasing the kinds of behavior that will allow you to be successful. You, the Therapeutic Behavioral Services staff person, and your family, caregiver, or guardian will work together as a team to address problematic behaviors for a short period until you no longer need the services. You will have a Therapeutic Behavioral Services plan that will say what you, your family,

caregiver, or guardian, and the Therapeutic Behavioral Services staff person will do while receiving these services. The Therapeutic Behavioral Services plan will also include when and where services will occur. The Therapeutic Behavioral Services staff person can work with you in most places where you are likely to need help. This includes your home, foster home, school, day treatment program, and other areas in the community.

Intensive Care Coordination

This is a targeted case management service that facilitates the assessment, care planning for, and coordination of services to beneficiaries under age 21. This service is for those that are qualified for the full-scope of Medi-Cal services and who are referred to the service on basis of medical necessity. This service is provided through the principles of the Integrated Core Practice Model. It includes the establishment of the Child and Family Team to help make sure there is a healthy communicative relationship among a child, their family, and involved child-serving systems.

The Child and Family Team includes professional support (for example: care coordinator, providers, and case managers from child-serving agencies), natural support (for example: family members, neighbors, friends, and clergy), and other people who work together to make and carry out the client plan. This team supports and ensures children and families reach their goals.

This service also has a coordinator that:

- Makes sure that medically necessary services are accessed, coordinated, and delivered in a strength-based, individualized, client-driven, culturally and language appropriate manner.
- Makes sure that services and support are based on needs of child.
- Makes a way to have everyone work together for the child, family, providers, etc.
- Supports parent/caregiver in helping meet child’s needs.

- Helps establish the Child and Family Team and provides ongoing support.
- Makes sure the child is cared for by other child-serving systems when needed.

Intensive Home-Based Services

- These services are designed specifically for each member. It includes strength-based interventions to improve mental health conditions that may interfere with the child/youth's functioning. These services aim to help the child/youth build necessary skills to function better at home and in the community and improve their family's ability to help them do so.
- Intensive Home-Based Services are provided under the Integrated Core Practice Model by the Child and Family Team. It uses the family's overall service plan. These services are provided to members under the age of 21 who are eligible for full-scope Medi-Cal services. A referral based on medical necessity is needed to receive these services.

Therapeutic Foster Care

- The Therapeutic Foster Care service model provides short-term, intensive, and trauma-informed specialty mental health services for children up to the age of 21 who have complex emotional and behavioral needs. These services are designed specifically for each member. In Therapeutic Foster Care, children are placed with trained, supervised, and supported Therapeutic Foster Care parents.

Justice-Involved Reentry

- Providing health services to justice-involved members up to 90 days prior to their incarceration release. The types of services available include reentry case management, behavioral health clinical consultation services, peer supports, behavioral health counseling, therapy, patient education, medication services, post-release and discharge planning, laboratory and radiology services,

medication information, and support services. To receive these services, individuals must be a Medi-Cal or CHIP member, and:

  - If under the age of 21 in custody at a Youth Correctional Facility.
  - If an adult, be in custody and meet one of the health care needs of the program.

- Contact your county using the telephone number on the cover of this handbook for more information on this service.

Medi-Cal Peer Support Services (varies by county)

- Medi-Cal Peer Support Services promote recovery, resiliency, engagement, socialization, self-sufficiency, self-advocacy, development of natural supports, and identification of strengths through structured activities. These services can be provided to you or your designated significant support person(s) and can be received at the same time as you receive other mental health services. The Peer Support Specialist in Medi-Cal Peer Support Services is an individual who has lived experience with behavioral health or substance use conditions and is in recovery, who has completed the requirements of a county's State-approved certification program, who is certified by the county, and who provides these services under the direction of a Behavioral Health Professional who is licensed, waivered, or registered with the State.
- Medi-Cal Peer Support Services include individual and group coaching, educational skill-building groups, resource navigation, engagement services to encourage you to participate in behavioral health treatment, and therapeutic activities such as promoting self-advocacy.
- Members under age 21 may be eligible for the service under Early and Periodic Screening, Diagnostic, and Treatment regardless of which county they live in.
- Providing Medi-Cal Peer Support Services is optional for participating counties. At this time TCHSA does not cover Peer Support Services for the Specialty Mental Health Services System.

Mobile Crisis Services

- Mobile Crisis Services are available if you are having a mental health crisis.
- Mobile Crisis Services are provided by health providers at the location where you are experiencing a crisis, including at your home, work, school, or other community locations, excluding a hospital or other facility setting. Mobile Crisis Services are available 24 hours a day, 7 days a week, and 365 days a year.
- Mobile Crisis Services include rapid response, individual assessment, and community-based stabilization. If you need further care, the mobile crisis providers will also provide warm handoffs or referrals to other services.

Substance Use Disorder Services

What are Drug Medi-Cal County Services?

Drug Medi-Cal County services are for people who have a substance use condition, meaning they may be misusing alcohol or other drugs, or people who may be at risk of developing a substance use condition that a pediatrician or general practitioner may not be able to treat. These services also include work that the provider does to help make the services better for the person receiving care. These kinds of things include assessments to see if you need the service and if the service is working.

Drug Medi-Cal services can be provided in a clinic or provider's office, or your home or other community setting, over the phone, or by telehealth (which includes both audio-only and video interactions). The county and provider will work with you to determine the frequency of your services/appointments.

American Society of Addiction Medicine (ASAM)

Some of the Drug Medi-Cal services you may receive are based on the American Society of Addiction Medicine standards. The county or provider will use the American Society of Addiction Medicine tool to find the right type of services for you – if needed. These types of services are described as "levels of care," and are defined below.

Screening, Assessment, Brief Intervention, and Referral to Treatment (American Society of Addiction Medicine Level 0.5)

Alcohol and Drug Screening, Assessment, Brief Interventions, and Referral to Treatment (SABIRT) is not a Drug Medi-Cal benefit. It is a benefit in Medi-Cal Fee-for-Service and Medi-Cal managed care delivery system for members that are aged 11 years and older. Managed care plans must provide covered substance use disorder services, including this service for members ages 11 years and older.

Early Intervention Services

Early intervention services are a covered Drug Medi-Cal service for members under age 21. Any member under age 21 who is screened and determined to be at risk of developing a substance use disorder may receive any service covered under the outpatient level of service as early intervention services. A substance use disorder diagnosis is not required for early intervention services for members under age 21.

Early Periodic Screening, Diagnosis, and Treatment

Members under age 21 can get the services described earlier in this handbook as well as additional Medi-Cal services through a benefit called Early and Periodic Screening, Diagnostic, and Treatment.

To be able to get Early and Periodic Screening, Diagnostic, and Treatment services, a member must be under age 21 and have full-scope Medi-Cal. This benefit covers services that are medically necessary to correct or help physical and behavioral health conditions. Services that sustain, support, improve, or make a condition more tolerable are considered to help the condition and are covered as Early and Periodic Screening, Diagnostic, and Treatment services. The access criteria for members under 21 are different and more flexible than the access criteria for adults accessing Drug Medi-Cal services, to meet the Early and Periodic Screening, Diagnostic, and Treatment requirement and the intent for prevention and early intervention of substance use disorder conditions.

If you have questions about these services, please call your Drug Medi-Cal county or visit the DHCS Early and Periodic Screening, Diagnostic, and Treatment webpage.

Outpatient Treatment Services (American Society of Addiction Medicine Level 1)

- Counseling services are provided to members up to nine hours a week for adults and less than six hours a week for members under age 21 when medically necessary. You might get more hours based on your needs. Services can be provided by someone licensed, like a counselor, in person, by telephone, or by telehealth.
- Outpatient Services include assessment, individual counseling, group counseling, patient education, medication services, Medication Assisted Treatment for opioid use disorders, and substance use disorder crisis intervention services.

Intensive Outpatient Services (American Society of Addiction Medicine Level 2.1)

- Intensive Outpatient Services are given to members a minimum of nine hours with a maximum of 19 hours a week for adults, and a minimum of six hours with a maximum of 19 hours a week for members under age 21 when medically necessary. Services may exceed the maximum based on individual medical necessity. Services are mostly counseling and education about addiction-related issues. Services can be provided by a licensed professional or a certified counselor in a structured setting. Intensive Outpatient Treatment Services may be provided in person, by telehealth, or by telephone.
- Intensive Outpatient Services include the same things as Outpatient Services. More hours of service is the main difference.

Perinatal Residential Substance Use Disorder Treatment Services

- Providing non-medical rehabilitative substance use disorder treatment services for pregnant and postpartum women. The types of services offered include assessments, counseling, education, and medication assistance.
- For information about these services call the Drug Medi-Cal county telephone number within the hours of operation listed on the cover of this handbook.

Narcotic Treatment Program

- Narcotic Treatment Programs are programs outside of a hospital that provide medications to treat substance use disorders, when ordered by a doctor as medically necessary. Narcotic Treatment Programs are required to give medications to members, including methadone, buprenorphine, naloxone, and disulfiram.
- A member must be offered, at a minimum, 50 minutes of counseling sessions per calendar month. These counseling services can be provided in person, by telehealth, or by telephone. Narcotic Treatment Services include assessment, individual counseling, group counseling, patient education, medical psychotherapy, medication services, care management Medication Assisted Treatment for opioid use disorders, and substance use disorder crisis intervention services.

Medication Assisted Treatment

- Medication Assisted Treatment is available in clinical and non-clinical settings. Medication Assisted Treatment includes all FDA-approved medications and biological products to treat opioid use disorders. Members have a right to be offered Medication Assisted Treatment on-site or through a referral outside of the facility. A list of approved medications include:
    - Acamprosate Calcium
    - Buprenorphine Hydrochloride
    - Buprenorphine Extended-Release Injectable (Sublocade)
    - Buprenorphine/Naloxone Hydrochloride
    - Naloxone Hydrochloride
    - Naltrexone (oral)
    - Naltrexone Microsphere Injectable Suspension (Vivitrol)
    - Lofexidine Hydrochloride (Lucemyra)
    - Disulfiram (Antabuse)
    - Methadone (delivered by Narcotic Treatment Programs)

- Medication Assisted Treatment may be provided with the following services: assessment, individual counseling, group counseling, patient education, medical psychotherapy, medication services, substance use disorder crisis intervention services, and prescribing and monitoring of Medication Assisted Treatment. Medication Assisted Treatment may be provided as part of all Drug Medi-Cal services, including Outpatient Treatment Services, Intensive Outpatient Services, and Residential Treatment, for example.
- Members may access Medication Assisted Treatment outside of the Drug Medi-Cal county as well. For instance, Medication Assisted Treatment, such as buprenorphine, can be prescribed by some prescribers in primary care settings that work with your managed care plan and can be dispensed or administered at a pharmacy.

Justice-Involved Reentry

- Providing health services to justice-involved members up to 90 days prior to their incarceration release. The types of services available include reentry case management, behavioral health clinical consultation services, peer supports, behavioral health counseling, therapy, patient education, medication services, post-release and discharge planning, laboratory and radiology services, medication information, and support services. To receive these services, individuals must be a Medi-Cal or CHIP member, and:
    - If under the age of 21 in custody at a Youth Correctional Facility.
    - If an adult, be in custody and meet one of the health care needs of the program.
- Contact your county using the telephone number on the cover of this handbook for more information on this service.

Medi-Cal Peer Support Services (varies by county)

- Medi-Cal Peer Support Services promote recovery, resiliency, engagement, socialization, self-sufficiency, self-advocacy, development of natural supports, and identification of strengths through structured activities. These services can

be provided to you or your designated significant support person(s) and can be received at the same time as you receive other Drug Medi-Cal county services. The Peer Support Specialist in Medi-Cal Peer Support Services is an individual who has lived experience with behavioral health or substance use conditions and is in recovery, who has completed the requirements of a county's State-approved certification program, who is certified by the counties, and who provides these services under the direction of a Behavioral Health Professional who is licensed, waivered, or registered with the State.

- Medi-Cal Peer Support Services include individual and group coaching, educational skill-building groups, resource navigation, engagement services to encourage you to participate in behavioral health treatment, and therapeutic activities such as promoting self-advocacy.
- Members under age 21 may be eligible for the service under Early and Periodic Screening, Diagnostic, and Treatment regardless of which county they live in.
- Providing Medi-Cal Peer Support Services is optional for participating counties. At this time TCHSA does not cover Peer Support Services for the Specialty Mental Health Services System.

Mobile Crisis Services

- Mobile Crisis Services are available if you are having a substance use crisis.
- Mobile Crisis Services are provided by health providers at the location where you are experiencing a crisis, including at your home, work, school, or other community locations, excluding a hospital or other facility setting. Mobile Crisis Services are available 24 hours a day, 7 days a week, and 365 days a year.
- Mobile Crisis Services include rapid response, individual assessment, and community-based stabilization. If you need further care, the mobile crisis providers will also provide warm handoffs or referrals to other services.

AVAILABLE SERVICES BY TELEPHONE OR TELEHEALTH

In-person, face-to-face contact between you and your provider is not always required for you to be able to receive behavioral health services. Depending on your services, you might be able to receive your services through telephone or telehealth. Your provider should explain to you about using telephone or telehealth and make sure you agree before beginning services via telephone or telehealth. Even if you agree to receive your services through telehealth or telephone, you can choose later to receive your services in-person or face-to-face. Some types of behavioral health services cannot be provided only through telehealth or telephone because they require you to be at a specific place for the service, such as residential treatment services or hospital services.

THE PROBLEM RESOLUTION PROCESS: TO FILE A GRIEVANCE, APPEAL, OR REQUEST A STATE FAIR HEARING

What If I Don't Get the Services I Want From My County?

Your county must have a way for you to work out any problems related to the services you want or are receiving. This is called the problem-resolution process and it could involve the following:

- The Grievance Process: A verbal or written expression of unhappiness about anything regarding your specialty mental health services, substance use disorder services, a provider, or the county. Refer to the Grievance Process section in this handbook for more information.
- The Appeal Process: An appeal is when you don't agree with the county's decision to change your services (e.g., denial, termination, or reduction to services) or to not cover them. Refer to the Appeal Process section in this handbook for more information.
- The State Fair Hearing Process: A State Fair Hearing is a meeting with a judge from the California Department of Social Services (CDSS) if the county denies your appeal. Refer to the State Fair Hearing section in this handbook for more information.

Filing a grievance, appeal, or requesting a State Fair Hearing will not count against you and will not impact the services you are receiving. Filing a grievance or appeal helps to get you the services you need and to solve any problems you have with your behavioral health services. Grievances and appeals also help the county by giving them the information they can use to improve services. Your county will notify you, providers, and parents/guardians of the outcome once your grievance or appeal is complete. The State Fair Hearing Office will notify you and the provider of the outcome once the State Fair Hearing is complete.

Note: Learn more about each problem resolution process below.

Can I Get Help With Filing an Appeal, Grievance, or State Fair Hearing?

Your county will help explain these processes to you and must help you file a grievance, an appeal, or to request a State Fair Hearing. The county can also help you decide if you qualify for what's called an "expedited appeal" process, which means it will be reviewed more quickly because your health, mental health, and/or stability are at risk. You may also authorize another person to act on your behalf, including your provider or advocate.

If you would like help, contact your county using the telephone number listed on the cover of this handbook. Your county must give you reasonable assistance in completing forms and other procedural steps related to a grievance or appeal. This includes, but is not limited to, providing interpreter services and toll-free numbers with TTY/TDD and interpreter capability.

If You Need Further Assistance

Contact the Department of Health Care Services, Office of the Ombudsman:

- Phone: # **1-888-452-8609**, Monday through Friday, 8 a.m. to 5 p.m. (excluding holidays).

OR

- E-mail: MMCDOmbudsmanOffice@dhcs.ca.gov. **Please note**: E-mail messages are not considered confidential (please do not include personal information in the e-mail message).

You may also get free legal help at your local legal aid office or other groups. To ask about your State Fair Hearing rights, you can contact the California Department of Social Services Public Inquiry and Response Unit at this phone number: **1-800-952-5253** (for TTY, call **1-800-952-8349**).

Grievances

What Is a Grievance?

A grievance is a complaint regarding your unhappiness with any aspect of your behavioral health services or the county that is not covered by the appeal or State Fair Hearing processes.

What Is the Grievance Process?

The grievance process will:

- Involve simple steps to file your grievance orally or in writing.
- Not cause you to lose your rights or services or be held against your provider.
- Allow you to approve another person to act on your behalf. This could be a provider or an advocate. If you agree to have another person act on your behalf, you may be asked to sign an authorization form, which gives your county permission to release information to that person.
- Make sure the approved person deciding on the grievance is qualified to make decisions and has not been a part of any previous level of review or decision-making.
- Determine the duties of your county, provider, and yourself.
- Make sure the results of the grievance are provided within the required timeline.

When Can I File a Grievance?

You can file a grievance at any time if you are unhappy with the care you have received or have another concern regarding your county.

How Can I File a Grievance?

You may call your county's 24/7 toll-free Access Line at any time or call the Drug Medi-Cal county phone number within the hours of operation to receive assistance with a grievance. Oral or written grievances can be filed. Oral grievances do not have to be followed up in writing. If you file your grievance in writing, please note the following: Your county supplies self-addressed envelopes at all provider sites. If you do not have a self-addressed envelope, mail your written grievances to the address provided on the front of this handbook.

How Do I Know If the County Received My Grievance?

Your county is required to provide you with a written letter to let you know your grievance has been received within five calendar days of receipt. A grievance received over the phone or in person, that you agree is resolved by the end of the next business day, is exempt and you may not get a letter.

When Will My Grievance Be Decided?

A decision about your grievance must be made by your county within 30 calendar days from the date your grievance was filed.

How Do I Know If the County Has Made a Decision About My Grievance?

When a decision has been made about your grievance, the county will:

- Send you or your approved person a written notice of the decision;
- Send you or your approved person a Notice of Adverse Benefit Determination advising you of your right to request a State Fair Hearing if the county does not notify you of the grievance decision on time;
- Advise you of your right to request a State Fair Hearing.

You may not get a written notice of the decision if your grievance was filed by phone or in person and you agree your issue has been resolved by the end of the next business day from the date of filing.

Note: Your county is required to provide you with a Notice of Adverse Benefit Determination on the date the timeframe expires. You may call the county for more information if you do not receive a Notice of Adverse Benefit Determination.

Is There a Deadline to File a Grievance?

No, you may file a grievance at any time.

Appeals

You may file an appeal when you do not agree with the county's decision for the behavioral health services you are currently receiving or would like to receive. You may request a review of the county's decision by using:

- The Standard Appeal Process.

OR

- The Expedited Appeal Process.

Note: The two types of appeals are similar; however, there are specific requirements to qualify for an expedited appeal (see below for the requirements).

The county shall assist you in completing forms and taking other procedural steps to file an appeal, including preparing a written appeal, notifying you of the location of the form on their website or providing you with the form upon your request. The county shall also advise and assist you in requesting continuation of benefits during an appeal of the adverse benefit determination in accordance with federal regulations.

What Does the Standard Appeal Process Do?

The Standard Appeal Process will:

- Allow you to file an appeal orally or in writing.
- Make sure filing an appeal will not cause you to lose your rights or services or be held against your provider in any way.
- Allow you to authorize another person (including a provider or advocate) to act on your behalf. Please note: If you authorize another person to act on your

behalf, the county might ask you to sign a form authorizing the county to release information to that person.

- Have your benefits continued upon request for an appeal within the required timeframe. Please note: This is 10 days from the date your Notice of Adverse Benefit Determination was mailed or personally given to you.
- Make sure you do not pay for continued services while the appeal is pending and if the final decision of the appeal is in favor of the county's adverse benefit determination.
- Make sure the decision-makers for your appeal are qualified and not involved in any previous level of review or decision-making.
- Allow you or your approved person to review your case file, including medical records and other relevant documents.
- Allow you to have a reasonable opportunity to present evidence, testimony, and arguments in person or in writing.
- Allow you, your approved person, or the legal representative of a deceased member's estate to be included as parties to the appeal.
- Give you written confirmation from your county that your appeal is under review.
- Inform you of your right to request a State Fair Hearing, following the completion of the appeal process.

When Can I File an Appeal?

You can file an appeal with your county when:

- The county or the contracted provider determines that you do not meet the access criteria for behavioral health services.
- Your healthcare provider recommends a behavioral health service for you and requests approval from your county, but the county denies the request or alters the type or frequency of service.
- Your provider requests approval from the county, but the county requires more information and does not complete the approval process on time.
- Your county does not provide services based on its predetermined timelines.
- You feel that the county is not meeting your needs on time.

- Your grievance, appeal, or expedited appeal was not resolved in time.
- You and your provider disagree on the necessary behavioral health services.

How Can I File an Appeal?

- You may file an appeal via one of the following three methods:
    - Call your county's toll-free phone number or Drug Medi-Cal county's phone number within the hours of operation listed on the cover of this handbook. After calling, you will have to file a subsequent written appeal as well; or
    - Mail your appeal (The county will provide self-addressed envelopes at all provider sites for you to mail in your appeal). Note: If you do not have a self-addressed envelope, you may mail your appeal directly to the address in the front of this handbook; or
    - Submit your appeal by e-mail or fax. Refer to the "Additional Information About Your County" section located at the end of this handbook for more information.

How Do I Know If My Appeal Has Been Decided?

You or your approved person will receive written notification from your county of the decision on your appeal. The notification will include the following information:

- The results of the appeal resolution process.
- The date the appeal decision was made.
- If the appeal is not resolved in your favor, the notice will provide information regarding your right to a State Fair Hearing and how to request a State Fair Hearing.

Is There a Deadline to File an Appeal?

You must file an appeal within 60 calendar days of the date on the Notice of Adverse Benefit Determination. There are no deadlines for filing an appeal when you do not get

a Notice of Adverse Benefit Determination, so you may file this type of appeal at any time.

When Will a Decision Be Made About My Appeal?

The county must decide on your appeal within 30 calendar days of receiving your request.

What If I Can't Wait 30 Days for My Appeal Decision?

If the appeal meets the criteria for the expedited appeal process, it may be completed more quickly.

What Is an Expedited Appeal?

An expedited appeal follows a similar process to the standard appeal but is quicker. Here is additional information regarding expedited appeals:

- You must show that waiting for a standard appeal could make your behavioral health condition worse.
- The expedited appeal process follows different deadlines than the standard appeal.
- The county has 72 hours to review expedited appeals.
- You can make a verbal request for an expedited appeal.
- You do not have to put your expedited appeal request in writing.

When Can I File an Expedited Appeal?

If waiting up to 30 days for a standard appeal decision will jeopardize your life, health, or ability to attain, maintain or regain maximum function, you may request an expedited resolution of an appeal.

Additional Information Regarding Expedited Appeals:

- If your appeal meets the requirements for an expedited appeal, the county will resolve it within 72 hours of receiving it.
- If the county determines that your appeal does not meet the criteria for an expedited appeal, they are required to provide you with timely verbal notification

and will provide you with written notice within two calendar days, explaining the reason for their decision. Your appeal will then follow the standard appeal timeframes outlined earlier in this section.

- If you disagree with the county's decision that your appeal does not meet the criteria for expedited appeal, you may file a grievance.
- After your county resolves your request for an expedited appeal, you and all affected parties will be notified both orally and in writing.

State Fair Hearings

What Is A State Fair Hearing?

A State Fair Hearing is an independent review conducted by an administrative law judge from the California Department of Social Services (CDSS) to ensure you receive the behavioral health services that you are entitled to under the Medi-Cal program.
Please visit the California Department of Social Services website https://www.cdss.ca.gov/hearing-requests for additional resources.

What Are My State Fair Hearing Rights?

You have the right to:

- Request a hearing before an administrative law judge, also known as a State Fair Hearing, to address your case.
- Learn how to request a State Fair Hearing.
- Learn about the regulations that dictate how representation works during the State Fair Hearing.
- Request to have your benefits continue during the State Fair Hearing process if you request for a State Fair Hearing within the required timeframes.
- Not pay for continued services while the State Fair Hearing is pending and if the final decision is in favor of the county’s adverse benefit determination.

When Can I File for a State Fair Hearing?

You can file for a State Fair Hearing if:

- You filed an appeal and received an appeal resolution letter telling you that your county denied your appeal request.
- Your grievance, appeal, or expedited appeal wasn't resolved in time.

How Do I Request a State Fair Hearing?

You can request a State Fair Hearing:

- Online: at the Department of Social Services Appeals Case Management website: https://acms.dss.ca.gov/acms/login.request.do
- In Writing: Submit your request to the county welfare department at the address shown on the Notice of Adverse Benefit Determination, or mail it to:
  California Department of Social Services
  State Hearings Division
  P.O. Box 944243, Mail Station 9-17-37
  Sacramento, CA 94244-2430
- By Fax: 916-651-5210 or 916-651-2789

You can also request a State Fair Hearing or an expedited State Fair Hearing:

- By Phone:
  - *State Hearings Division*, toll-free, at **1-800-743-8525** or **1- 855-795-0634**.
  - *Public Inquiry and Response*, toll-free, at **1- 800-952-5253** or TDD at **1-800-952-8349**.

Is There a Deadline to Ask for a State Fair Hearing?

You have 120 days from the date of the county's written appeal decision notice to request a State Fair Hearing. If you didn't receive a Notice of Adverse Benefit Determination, you may file for a State Fair Hearing at any time.

Can I Continue Services While I'm Waiting for a State Fair Hearing Decision?

Yes, if you are currently receiving authorized services and wish to continue receiving the services while you wait for the State Fair Hearing decision, you must request a State Fair Hearing within 10 days from the date the appeal decision notice was postmarked or delivered to you. Alternatively, you can request the hearing before the date your county says that services will be stopped or reduced.

Note:

- When requesting a State Fair Hearing, you must indicate that you wish to continue receiving services during the State Fair Hearing process.
- If you request to continue receiving services and the final decision of the State Fair Hearing confirms the reduction or discontinuation of the service you are receiving, you are not responsible for paying the cost of services provided while the State Fair Hearing was pending.

When Will a Decision Be Made About My State Fair Hearing Decision?

After requesting a State Fair Hearing, it may take up to 90 days to receive a decision.

Can I Get a State Fair Hearing More Quickly?

If you think waiting that long will be harmful to your health, you might be able to get an answer within three working days. You can request for an Expedited State Fair Hearing by either writing a letter yourself or asking your general practitioner or mental health professional to write a letter for you. The letter must include the following information:

1. Explain in detail how waiting up to 90 days for your case to be decided can seriously harm your life, health, or ability to attain, maintain, or regain maximum function.
2. Ask for an “expedited hearing” and provide the letter with your request for a hearing.

The State Hearings Division of the Department of Social Services will review your request for an expedited State Fair Hearing and determine if it meets the criteria. If your

request is approved, a hearing will be scheduled, and a decision will be made within three working days from the date the State Hearings Division receives your request.

ADVANCE DIRECTIVE

What is an Advance Directive?

You have the right to an advance directive. An advance directive is a written document about your health care that is recognized under California law. You may sometimes hear an advance directive described as a living will or durable power of attorney. It includes information about how you would like health care provided or says what decisions you would like to be made, if or when you are unable to speak for yourself. This may include such things as the right to accept or refuse medical treatment, surgery, or make other health care choices. In California, an advance directive consists of two parts:

- Your appointment of an agent (a person) making decisions about your health care; and
- Your individual health care instructions.

Your county is required to have an advance directive program in place. Your county is required to provide written information on the advance directive policies and explain the state law if asked for the information. If you would like to request the information, you should call the telephone number on the cover of this handbook for more information.

You may get a form for an advance directive from your county or online. In California, you have the right to provide advance directive instructions to all of your healthcare providers. You also have the right to change or cancel your advance directive at any

time.

If you have a question about California law regarding advance directive requirements, you may send a letter to:

California Department of Justice
Attn: Public Inquiry Unit
P. O. Box 944255
Sacramento, CA 94244-2550

County Responsibilities

What is my County Responsible for?

Your county is responsible for the following:

- Figuring out if you meet the criteria to access behavioral health services from the county or its provider network.
- Providing a screening or an assessment to determine whether you need behavioral health services.
- Providing a toll-free phone number that is answered 24 hours a day, seven days a week, that can tell you how to get mental health services. The telephone number is listed on the cover of this handbook.
- Making sure there are sufficient mental health providers nearby so that you can access the services covered by your county when necessary.
- Informing and educating you about services available from your county.
- Providing services in your language at no cost to you, and if needed, providing an interpreter for you free of charge.
- Providing you with written information about what is available to you in other languages or alternative forms like Braille or large-size print. Refer to the

"Additional Information About Your County" section located at the end of this handbook for more information.

- Informing you about any significant changes in the information mentioned in this handbook at least 30 days before the changes take effect. A change is considered significant when there is an increase or decrease in the quantity or types of services offered, if there is an increase or decrease in the number of network providers, or if there is any other change that would impact the benefits you receive from the county.
- Making sure to connect your healthcare with any other plans or systems that may be necessary to help transition your care smoothly. This includes ensuring that any referrals for specialists or other providers are properly followed up on and that the new provider is willing to take care of you. (This responsibility is specific to mental health services only)
- Making sure you can keep seeing your current healthcare provider, even if they are not in your network, for a certain amount of time. This is important if switching providers would harm your health or raise the chance of needing to go to the hospital. (This responsibility is specific to mental health services only)

Is Transportation Available?

If you struggle to attend your medical or behavioral health appointments, the Medi-Cal program helps in arranging transportation for you. Transportation must be provided for Medi-Cal members who are unable to provide transportation on their own and who have a medical necessity to receive Medi-Cal covered services. There are two types of transportation for appointments:

- Non-Medical: transportation by private or public vehicle for people who do not have another way to get to their appointment.
- Non-Emergency Medical: transportation by ambulance, wheelchair van, or litter van for those who cannot use public or private transportation.

Transportation is available for trips to the pharmacy or to pick up needed medical supplies, prosthetics, orthotics, and other equipment.

If you have Medi-Cal but are not enrolled in a managed care plan, and you need non-medical transportation to a health-related service, you can contact the non-medical transportation provider directly or your provider for assistance. When you contact the transportation company, they will ask for information about your appointment date and time.

If you need non-emergency medical transportation, your provider can prescribe non-emergency medical transportation and put you in touch with a transportation provider to coordinate your ride to and from your appointment(s).

For more information and assistance regarding transportation, contact your managed care plan.

Member Rights

What Are My Rights as a Recipient of Medi-Cal Behavioral Health Services?

As a Medi-Cal member, you have the right to receive medically necessary behavioral health services from your county. When accessing behavioral health services, you have the right to:

- Be treated with personal respect and respect for your dignity and privacy.
- Get clear and understandable explanations of available treatment options.
- Participate in decisions related to your behavioral health care. This includes the right to refuse any treatment that you do not wish to receive.
- Get this handbook to learn about county services, county obligations, and your rights.
- Ask for a copy of your medical records and request changes, if necessary.
- Be free from any form of restraint or seclusion that is imposed as a means of coercion, discipline, convenience, or retaliation.

- Receive timely access to care 24/7 for emergency, urgent, or crisis conditions when medically necessary.
- Upon request, receive written materials in alternative formats such as Braille, large-size print, and audio format in a timely manner.
- Receive behavioral health services from the county that follows its state contract for availability, capacity, coordination, coverage, and authorization of care. The county is required to:
    - Employ or have written contracts with enough providers to make sure that all Medi-Cal eligible members who qualify for behavioral health services can receive them in a timely manner.
    - Cover medically necessary services for you in a timely manner. In addition, the mental health plan must cover medically necessary services out-of-network for you in a timely manner, if the mental health plan does not have an employee or contract provider who can deliver the services. **Note:** The county must make sure you do not pay anything extra for seeing an out-of-network provider. See below for more information:
        - *Medically necessary behavioral health services* for individuals 21 years of age or older are services that are reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain. Medically necessary behavioral health services for individuals under 21 years of age are services that sustain, support, improve, or make more tolerable a behavioral health condition.
        - *Out-of-network provider* is a provider who is not on the county's list of providers.
    - Upon your request, provide a second opinion from a qualified health care professional within or outside of the network at no extra cost.
    - Make sure providers are trained to deliver the behavioral health services that the providers agree to cover.
    - Make sure that the county's covered behavioral health services are enough in amount, length of time, and scope to meet the needs of Medi-

Cal-eligible members. This includes making sure that the county's method for approving payment for services is based on medical necessity and that the access criteria is fairly used.
    - Make sure that its providers conduct thorough assessments and collaborate with you to establish treatment goals.
    - Coordinate the services it provides with services being provided to you through a managed care plan or with your primary care provider, if necessary. (This requirement is specific to mental health services only)
    - Participate in the state's efforts to provide culturally competent services to all, including those with limited English proficiency and diverse cultural and ethnic backgrounds.
- Express your rights without harmful changes to your treatment.
- Receive treatment and services in accordance with your rights described in this handbook and with all applicable federal and state laws such as:
    - Title VI of the Civil Rights Act of 1964 as implemented by regulations at 45 CFR part 80.
    - The Age Discrimination Act of 1975 as implemented by regulations at 45 CFR part 91.
    - The Rehabilitation Act of 1973.
    - Title IX of the Education Amendments of 1972 (regarding education programs and activities).
    - Titles II and III of the Americans with Disabilities Act.
    - Section 1557 of the Patient Protection and Affordable Care Act.
- You may have additional rights under state laws regarding behavioral health treatment. To contact your county's Patients' Rights Advocate, please contact your county by using the telephone number listed on the cover of the handbook.

Adverse Benefit Determinations

What Rights Do I Have if the County Denies the Services I Want or Think I Need?

If your county denies, limits, reduces, delays, or ends a service you think you need, you have the right to a written notice from the county. This notice is called a "Notice of Adverse Benefit Determination". You also have a right to disagree with the decision by asking for an appeal. The sections below inform you of the Notice of Adverse Benefit Determination and what to do if you disagree with the county's decision.

What Is an Adverse Benefit Determination?

An Adverse Benefit Determination is defined by any of the following actions taken by the county:

- The denial or limited authorization of a requested service. This includes determinations based on the type or level of service, medical necessity, appropriateness, setting, or effectiveness of a covered benefit;
- The reduction, suspension, or termination of a previously authorized service;
- The denial, in whole or in part, of payment for a service;
- The failure to provide services in a timely manner;
- The failure to act within the required timeframes for standard resolution of grievances and appeals. Required timeframes are as follows:
    - If you file a grievance with the county and the county does not get back to you with a written decision on your grievance within 30 days.
    - If you file an appeal with the county and the county does not get back to you with a written decision on your appeal within 30 days.
    - If you filed an expedited appeal and did not receive a response within 72 hours.
- The denial of a member's request to dispute financial liability.

What Is a Notice of Adverse Benefit Determination?

A Notice of Adverse Benefit Determination is a written letter that your county will send you if it decides to deny, limit, reduce, delay, or end services you and your provider believe you should get. This includes denial of:

- A payment for a service.
- Claims for services that are not covered.

- Claims for services that are not medically necessary.
- Claims for services from the wrong delivery system.
- A request to dispute financial liability.

Note: A Notice of Adverse Benefit Determination is also used to tell you if your grievance, appeal, or expedited appeal was not resolved in time, or if you did not get services within the county's timeline standards for providing services.

Timing of the Notice

The county must mail the notice:

- To the member at least 10 days before the date of action for termination, suspension, or reduction of a previously authorized behavioral health service.
- To the member within two business days of the decision for denial of payment or decisions resulting in denial, delay, or modification of all or part of the requested behavioral health services.

Will I Always Get A Notice Of Adverse Benefit Determination When I Don't Get The Services I Want?

Yes, you should receive a Notice of Adverse Benefit Determination. If you do not receive a notice, you may file an appeal with the county or if you have completed the appeal process, you can request a State Fair Hearing. When you contact your county, indicate you experienced an adverse benefit determination but did not receive a notice. Information on how to file an appeal or request a State Fair Hearing is included in this handbook and should also be available in your provider's office.

What Will the Notice of Adverse Benefit Determination Tell Me?

The Notice of Adverse Benefit Determination will tell you:

- What your county did that affects you and your ability to get services.
- The date the decision will take effect and the reason for the decision.
- The state or federal rules the decision was based on.
- Your rights to file an appeal if you do not agree with the county's decision.

- How to receive copies of the documents, records, and other information related to the county's decision.
- How to file an appeal with the county.
- How to request a State Fair Hearing if you are not satisfied with the county's decision on your appeal.
- How to request an expedited appeal or an expedited State Fair Hearing.
- How to get help filing an appeal or requesting a State Fair Hearing.
- How long you have to file an appeal or request a State Fair Hearing.
- Your right to continue to receive services while you wait for an appeal or State Fair Hearing decision, how to request continuation of these services, and whether the costs of these services will be covered by Medi-Cal.
- When you have to file your appeal or State Fair Hearing request by if you want the services to continue.

What Should I Do When I Get a Notice of Adverse Benefit Determination?

When you get a Notice of Adverse Benefit Determination, you should read all the information in the notice carefully. If you don't understand the notice, your county can help you. You may also ask another person to help you.

You can request a continuation of the service that has been discontinued when you submit an appeal or request for a State Fair Hearing. You must request the continuation of services no later than 10 calendar days after the date the Notice of Adverse Benefit Determination was post-marked or delivered to you, or before the effective date of the change.

Member Responsibilities

What are my responsibilities as a Medi-Cal member?

It is important that you understand how the county services work so you can get the care you need. It is also important to:

- Attend your treatment as scheduled. You will have the best result if you work with your provider to develop goals for your treatment and follow those goals. If you do need to miss an appointment, call your provider at least 24 hours in advance, and reschedule for another day and time.
- Always carry your Medi-Cal Benefits Identification Card (BIC) and a photo ID when you attend treatment.
- Let your provider know if you need an oral interpreter before your appointment.
- Tell your provider all your medical concerns. The more complete information that you share about your needs, the more successful your treatment will be.
- Make sure to ask your provider any questions that you have. It is very important you completely understand the information that you receive during treatment.
- Follow through on the planned action steps you and your provider have agreed upon.
- Contact the county if you have any questions about your services or if you have any problems with your provider that you are unable to resolve.
- Tell your provider and the county if you have any changes to your personal information. This includes your address, phone number, and any other medical information that may affect your ability to participate in treatment.
- Treat the staff who provide your treatment with respect and courtesy.
- If you suspect fraud or wrongdoing, report it:
    - The Department of Health Care Services asks that anyone suspecting Medi- Cal fraud, waste, or abuse to call the DHCS Medi-Cal Fraud Hotline at **1-800-822-6222**. If you feel this is an emergency, please call **911** for immediate assistance. The call is free, and the caller may remain anonymous.
    - You may also report suspected fraud or abuse by e-mail to fraud@dhcs.ca.gov or use the online form at http://www.dhcs.ca.gov/individuals/Pages/StopMedi-CalFraud.aspx.

Do I Have To Pay For Medi-Cal?

Most people in Medi-Cal do not have to pay anything for medical or behavioral health services. In some cases, you may have to pay for medical and/or behavioral health services based on the amount of money you get or earn each month.

- If your income is less than Medi-Cal limits for your family size, you will not have to pay for medical or behavioral health services.
- If your income is more than Medi-Cal limits for your family size, you will have to pay some money for your medical or behavioral health services. The amount that you pay is called your ‘share of cost’. Once you have paid your ‘share of cost,’ Medi-Cal will pay the rest of your covered medical bills for that month. In the months that you don’t have medical expenses, you don’t have to pay anything.
- You may have to pay a ‘co-payment’ for any treatment under Medi-Cal. This means you pay an out-of-pocket amount each time you get a medical service or go to a hospital emergency room for your regular services.
- Your provider will tell you if you need to make a co-payment.

NONDISCRIMINATION NOTICE

Discrimination is against the law. TCHSA follows State and Federal civil rights laws. *[Partner Entity]* does not unlawfully discriminate, exclude people, or treat them differently because of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation.

[Partner Entity] provides:

- Free aids and services to people with disabilities to help them communicate better, such as:
  - Qualified sign language interpreters
  - Written information in other formats (large print, braille, audio or accessible electronic formats)

- Free language services to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

If you need these services, contact TCHSA-BH by calling 1-800-240-3208. Or, if you cannot hear or speak well, please call TTY: 711. Upon request, this document can be made available to you in braille, large print, audio, or accessible electronic formats.

HOW TO FILE A GRIEVANCE

If you believe that TCHSA has failed to provide these services or unlawfully discriminated in another way on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation, you can file a grievance with Quality Assurance Mananger. You can file a grievance by phone, in writing, in person, or electronically:

- By phone: Contact TCHSA Quality Assurance Manager between 8:00 AM and 5:00 PM by calling *(530) 527-8491.* Or, if you cannot hear or speak well, please call *TTY: 711*.

- In writing: Fill out a complaint form or write a letter and send it to:

  Quality Assurance Manager, PO Box 400, Red Bluff, CA 96080.

- In person: Visit your doctor's office or TCHSA *Facility* and say you want to file a grievance.

- Electronically: Visit TCHSA website at:

  https://www.tehamacohealthservices.net/administration/quality-assurance/

OFFICE OF CIVIL RIGHTS – CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES

You can also file a civil rights complaint with the California Department of Health Care Services, Office of Civil Rights by phone, in writing, or electronically:

- By phone: Call **916-440-7370**. If you cannot speak or hear well, please call **711 (California State Relay)**.

- In writing: Fill out a complaint form or send a letter to:

  Department of Health Care Services
  Office of Civil Rights
  P.O. Box 997413, MS 0009
  Sacramento, CA 95899-7413

  Complaint forms are available at:
  https://www.dhcs.ca.gov/discrimination-grievance-procedures

- Electronically: Send an email to CivilRights@dhcs.ca.gov.

OFFICE OF CIVIL RIGHTS – U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES

If you believe you have been discriminated against on the basis of race, color, national origin, age, disability or sex, you can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights by phone, in writing, or electronically:

- By phone: Call **1-800-368-1019**. If you cannot speak or hear well, please call **TTY/TDD 1-800-537-7697**.
- In writing: Fill out a complaint form or send a letter to:

  U.S. Department of Health and Human Services
  200 Independence Avenue, SW
  Room 509F, HHH Building
  Washington, D.C. 20201

- Complaint forms are available at http://www.hhs.gov/ocr/office/file/index.html.

- Electronically: Visit the Office for Civil Rights Complaint Portal at https://ocrportal.hhs.gov/ocr/portal/lobby.jsf

E-Contract Review
Approval as to Form

Department Name: Tehama County Health Services Agency

Contractor Name: His Ideas, Inc., doing business as Children First Foster Family Agency and/or Lassen Counseling Center

Contract Description: Agreement for Mental Health Services for Full-Scope Medi-Cal Beneficiaries Eligible for Tehama County Mental Health Plan

APPROVED AS TO FORM:

Office of the Tehama County Counsel
Brittany T. Ziegler, Deputy County Counsel

Date: 07/09/2025

Tehama County

Agenda Request Form

File #: 25-1266 **Agenda Date:** 7/22/2025 **Agenda #:** 14.

CLERK & RECORDER

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Clerk & Recorder to sign Amendment #1 to the License and Services Agreement with Tyler Technologies (Misc Agreement 2023-42) for the purpose of adding credit card readers to the system

Financial Impact:
This agreement will add $1,058 to purchase card readers and $360 annually to the maintenance contract. Sufficient funds are budgeted in the Fiscal Year 25/26 budget.

Background Information:
In February of 2023 the Board approved the acquisition of the Tyler Technologies Eagle software. The software went live in 2024 and the data migration has been completed. During the final install of modules, it was discovered that card readers were not included in the original agreement to facilitate the use of the Tyler Payments system which integrates with the Eagle software for taking card payments. This amendment is to add the readers in order to fully utilize the payments module.

Quoted By:	Jon Phillips
Quote Expiration:	12/10/24
Quote Name:	Tehama County EMV Units

Sales Quotation For:
Tehama County
PO Box 669
P. O. Box 669
Red Bluff, CA 96080-0669
Phone: +1 (530) 527-4655

Transaction Fees

Description	Transaction Fees
Payments Core POS	$ 0

Third-Party Hardware, Software and Services

Description	Quantity	Total Price	Total Maint.
Tyler One			
Payments Annual PCI Fee	2	$ 0	$ 360
Records Management			
Payments Lane 7000 EMV Unit purchase	2	$ 1,058	$ 0
	TOTAL	**1,058**	**$ 360**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler Software	$ 0	$ 0
Total Annual	$ 0	$ 0
Total Tyler Services	$ 0	$ 0
Total Third-Party Hardware, Software, Services	$ 1,058	$ 360
Summary Total	**$ 1,058**	**$ 360**
Contract Total	**$ 1,418**	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - o Implementation and other professional services fees shall be invoiced as delivered.
  - o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
  - o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
  - o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
  - o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
- Expenses associated with onsite services are invoiced as incurred.
- Travel Expenses will be billed as incurred according to Tyler's standard business travel policy.



LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client is a member of Sourcewell (formerly known as National Joint Powers Alliance) ("Sourcewell") under member number 29867.

WHEREAS, Tyler participated in the competitive bid process in response to Sourcewell RFP #090320 by submitting a proposal, on which Sourcewell awarded Tyler a Sourcewell contract, numbered 090320-TTI (hereinafter, the "Sourcewell Contract");

WHEREAS, documentation of the Sourcewell competitive bid process, as well as Tyler's contract with and pricing information for Sourcewell is available at https://sourcewell-mn.gov/cooperative-purchasing/; and

WHEREAS, Client desires to purchase off the Sourcewell Contract to procure Eagle software functionality from Tyler, which Tyler agrees to deliver pursuant to the Sourcewell Contract and under the terms and conditions set forth below;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this License and Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means Tehama County, California.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Named Users"** means the maximum number of named users that are authorized to use the EnerGov labeled modules identified in the Investment Summary, if any.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without

limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.

- **"Investment Summary"** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Maintenance and Support Agreement"** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **"Order Form"** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party Services"** means the third party services, if any, identified in the Investment Summary.
- **"Third Party SaaS Services"** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties' products or services, as applicable, and attached indicated at Exhibit D.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only.

1.2 Without limiting the terms of Section 1.1, you understand and agree that the Tyler Software set

forth in the Investment Summary as subscription or software as a service ("SaaS") do not include perpetual rights. If you do not pay the required annual fee in accordance with the Invoicing and Payment Policy, your right to use the applicable Software will be suspended unless and until payment in full has been made. Tyler Software provided as SaaS is subject to the Tyler SaaS Services Terms and Service Level Agreement found here: https://www.tylertech.com/terms/tyler-saas-services.

1.3 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

1.4 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.

1.5 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.

1.6 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.

1.7 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at https://www.tylertech.com/about-us/compliance, and in the event of any change in our status, will comply with applicable notice requirements.

1.8 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.

7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

8. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

SECTION D – MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

(i) receive the lowest priority under our Support Call Process;
(ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
(iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
(iv) be charged for a minimum of two (2) hours of support services for every support call; and
(v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.

   2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.

   2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.

   2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.

3. Third Party Products Warranties.

3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.

3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

5. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION G – TERMINATION

1. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause

must have been submitted as invoice disputes in accordance with Section F(2).

1.1 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3).

1.2 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of this Agreement for a period of forty-five (45) days or more.

1.3 Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid license and other fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler

Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION I – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities, and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height,

weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the

following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

    (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
    (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
    (c) a party receives from a third party who has a right to disclose it to the receiving party; or
    (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve

the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Socrata Solution Terms. Your use of certain Tyler solutions includes Tyler's Socrata data platform. Your rights, and the rights of any of your end users, to use Tyler's Socrata data platform is subject to the Socrata SaaS Services Terms of Service, available at https://www.tylertech.com/terms/socrata-saas-services-terms-of-service. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

23. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Maintenance and Support Agreement
	Schedule 1: Support Call Process
Exhibit D	Third Party Terms
Exhibit E	Statement of Work

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By: Gus Tenhundfeld

Name: Gus Tenhundfeld

Title: Inside Sales Manager

Date: 1/20/2023

Address for Notices:
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Tehama County, CA

By: Jennifer A Vise

Name: Jennifer A. Vise

Title: Tehama County Clerk & Recorder

Date: 2/15/2023

Address for Notices:
Tehama County
PO Box 250
Red Bluff, CA 96080
Attention: Jennifer Vise



Exhibit A
Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

tyler technologies

Quoted By:	Jon Phillips
Quote Expiration:	8/31/23
Quote Name:	Tehama On Premise

Sales Quotation For:
Tehama County
PO Box 250
Red Bluff, CA 96080-0250
Phone: +1 (530) 527-3350

Tyler Software

Description	Software Total	Year One Maintenance
Records Management		
Recorder Base		
Full Seat License [6]		
eRecording		
Government to Government		
Records Public Access		
Ecommerce		
EMarriage		
Intelligent Redaction		
Sub-Total	*$ 97,298*	*$ 19,461*
Less Discount	*$ 9,730*	*$ 0*
TOTAL	**$ 87,568**	**$ 19,461**

Tyler Software and Related Services - Annual

Description	Annual Fee
Records Management	
Basic Network Services - (Annual Fee)	
TOTAL	**$ 1,362**

Transaction Fees

Description	Tansaction Fees
Payments Core	
Vitals Access	$ 5.00

Professional Services

Description	Extended Price	Maintenance
Records Management		
Project Management		
Business Process Review		
Initial Software Installation		
Conversion		
UAT/Conversion Review		
Implementation		
Training		
Go Live		
Records Public Access Package		
eRecording		
Intelligent Redaction		
California Clerk		
Vitals Access Services		
Total Hours	299	

	TOTAL	**$ 46,200**	**$ 0**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler Software	$ 87,568	$ 19,461
Total Annual	$ 0	$ 1,362
Total Tyler Services	$ 46,200	$ 0
Total Third-Party Hardware, Software, Services	$ 0	$ 0
Summary Total	**$ 133,768**	**$ 20,823**
Contract Total	**$ 154,591**	

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;

- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - o Implementation and other professional services fees shall be invoiced as delivered.
  - o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
  - o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
  - o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
  - o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
- Expenses associated with onsite services are invoiced as incurred.
- Travel Expenses will be billed as incurred according to Tyler's standard business travel policy.

Tyler Payments

· Your use of Tyler Payments and any related items included on this order is subject to the terms found at: https://www.tylertech.com/terms/payment-card-processingagreement. By signing this order or the agreement in which it is included, you agree you have read, understand,and agree to such terms.

· Fees for year one of hardware maintenance are invoiced upon delivery of the hardware, with subsequent years' fees billed annually, in advance (if required).

· Please see Tyler Payments fee schedule below.

Electronic Payment Costs If passing transaction costs to the payer	
Technology Fee – Flat fee per document, payable to Tyler Technologies. Can be passed to submitter or absorbed by County.	Fee subject to module, refer to investment summary
Payer Card Cost – per card transaction with Visa, MasterCard, Discover, and American Express	3.50% per transaction
Payer eCheck Cost – per electronic check transaction	$1.95
Miscellaneous Costs	
Credit Card Chargebacks – if a card payer disputes a transaction at the card issuing bank (e.g. stolen card)	$15.00
eCheck Rejects – when an eCheck transaction comes back as declined (e.g. bounced check)	$5.00

Exhibit B
Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Software.

   1.1 *License Fees*: License fees are invoiced as follows: (a) 25% on the Effective Date; (b) 60% on the date when we provide you with access to the applicable Tyler Software (the "Software Access Date"); and (c) 15% on the earlier of use of the Tyler Software in live production or 180 days after the Software Access Date.

   1.2 *Maintenance and Support Fees*: Year 1 maintenance and support fees are waived through the earlier of (a) availability of the Tyler Software for use in a live production environment; or (b) one (1) year from the Effective Date. Year 2 maintenance and support fees, at our then-current rates, are payable on that earlier-of date, and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates.

   1.3 *SaaS & Subscription Fees*: SaaS (including hosting) fees and subscription fees are invoiced on an annual basis, beginning on the first day of the month immediately following the Effective Date. Your annual SaaS fees and subscription fees for the initial year one term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees and subscription fees will be at our then-current rates.

2. Other Tyler Software and Services.

   2.1 *Implementation and Other Professional Services (including training, but excluding conversions)*: Implementation and other professional services (including training, but excluding conversions), as described and at the rates set forth in the Investment Summary as of the Effective Date, shall be billed and invoiced in accordance with the following milestones. For purposes of this Section 2.1, Acceptance shall be as defined in the Statement of Work.

Control Point	Description	Percentage of Total Fees
Client Acceptance of Stage 2/Control Point 2	Assess & Define	25%
Client Acceptance of Stage	Build & Validate	25%

3/Control Point 3		
Client Acceptance of Stage 4/Control Point 4	Final Testing & Training	25%
Client Acceptance of Stage 5/Control Point 5	Production Cutover	25%
	Total for Professional Services (excluding conversions)	**100%**

If any services payment milestone is delayed after the milestone deadline set in the project schedule, and such delay is not caused by Tyler or on account of Tyler's action or inaction, then payment for such services payment milestone shall be due on the original milestone deadline date. If such milestone delay is caused solely by Tyler, then services payment will be postponed by the corresponding number of days each applicable milestone is delayed.

Other professional services payable under this Agreement shall be billed and invoiced as delivered, or as otherwise mutually agreed by the parties.

2.2 *Consulting Services*: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

2.3 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

2.4 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

2.5 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document.

2.6 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

3. Third Party Products.

   3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

   3.2 *Third Party Software Maintenance*: The first year maintenance fees for the Third Party Software, if any, is invoiced when we make that Third Party Software available to you for downloading.

   3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

   3.4 *Third Party Services:* Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

   3.5 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.

4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (order, call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Schedule A and may be increased by Tyler upon notice of no less than thirty (30) days.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.

Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

   A. Reservations & Tickets

   The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

   Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

   Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

   B. Baggage Fees

   Reimbursement of personal baggage charges are based on trip duration as follows:

   - Up to five (5) days = one (1) checked bag
   - Six (6) or more days = two (2) checked bags

   Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C
Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. We will adjust the term to match your first use of the Tyler Software in live production if that event precedes the one (1) year anniversary of the Effective Date.

2. Maintenance and Support Fees. Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.

3. Maintenance and Support Services. As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:

   3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;

   3.2 provide support during our established support hours;

   3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

   3.4 provide you with a copy of all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

   3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

   In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

   (a) All infrastructure executing Tyler Software shall be managed by you;
   (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
   (c) You will perform daily database backups and verify that those backups are successful.

6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C as Schedule 1.

Exhibit C
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

(1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most "how-to" and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
(2) Email – for less urgent situations, users may submit emails directly to the software support group.
(3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

(1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
(2) Tyler Search -a knowledge-based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
(3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
(4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of

such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes, or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D
Third Party Terms

Reserved.



Exhibit E
Statement of Work

Statement of Work to be inserted prior to Agreement execution.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Tehama County Clerk Recorder

SOW from Tyler Technologies, Inc.

12/21/2021

Presented to:
Jennifer Vise
633 Washington Street, Room 11
Red Bluff, CA 96080

Contact:
Jon Phillips
Email: Jon.Phillips@TylerTech.com
One Tyler Way, Moraine, OH 45439

Table of Contents

PART 1: EXECUTIVE SUMMARY 1

1. Project Overview 1
1.1 Introduction 1
1.2 Project Goals 1
1.3 Methodology 1

PART 2: PROJECT FOUNDATION 3

2. Project Governance 3

3. Project Scope Control 4
3.1 Managing Scope and Project Change 4
3.2 Change Control 4
3.3 Change Request Management 4

4. Acceptance Process 6

5. Roles and Responsibilities 6
5.1 Tyler Roles & Responsibilities 6
5.1.1 Tyler Executive Manager 7
5.1.2 Tyler Implementation Manager 7
5.1.3 Tyler Project Manager 7
5.1.4 Tyler Implementation Consultant 8
5.1.5 Tyler Sales 8
5.1.6 Tyler Technical Services 8
5.2 County Roles & Responsibilities 9
5.2.1 County Executive Sponsor 9
5.2.2 County Steering Committee 9
5.2.3 County Project Manager 9
5.2.4 County Functional Leads 11
5.2.5 County Power Users 11
5.2.6 County End Users 12
5.2.7 County Technical Lead 12
5.2.8 County Change Management Lead 12

PART 3: PROJECT PLAN 13

6. Project Stages 13
6.1 Initiate and Plan 14
6.1.1 Initial Coordination 14
6.1.2 Project/Phase Planning 15
6.1.3 Infrastructure Planning 16

6.1.4 Stakeholder Meeting 17
6.1.5 Intentionally left blank 18
6.1.6 Control Point 1: Initiate & Plan Stage Acceptance 18
6.2 Assess & Define 18
6.2.1 Solution Orientation 18
6.2.2 Current & Future State Analysis 19
6.2.3 Conversion Assessment 20
6.2.4 Intentionally left blank 21
6.2.5 Intentionally left blank 21
6.2.6 Control Point 2: Assess & Define Stage Acceptance 21
6.3 Prepare Solution 22
6.3.1 Initial System Deployment 22
6.3.2 Configuration 23
6.3.3 Process Refinement 24
6.3.4 Conversion Delivery 26
6.3.5 Intentionally left blank 27
6.3.6 Intentionally left blank 27
6.3.7 Control Point 3: Prepare Solution Stage Acceptance 27
6.4 Production Readiness 28
6.4.1 Solution Validation 28
6.4.2 Go-Live Readiness 29
6.4.3 End User Training 30
6.4.4 Control Point 4: Production Readiness Stage Acceptance 31
6.5 Production 31
6.5.1 Go-Live 31
6.5.2 Transition to Client Services 33
6.5.3 Post Go-Live Activities 34
6.5.4 Control Point 5: Production Stage Acceptance 34
6.6 Close 35
6.6.1 Phase Closeout 35
6.6.2 Project Closeout 36
6.6.3 Control Point 6: Close Stage Acceptance 37

7. General Assumptions 37
7.1 Project 37
7.2 Organizational Change Management 38
7.3 Resources and Scheduling 38
7.4 Data 38
7.5 Facilities 39

8. Glossary 40

PART 4: APPENDICES 43

9. Conversion 43
9.1 EagleRecorder Conversion Specification 43

9.1.1 Providing Data 43
9.1.2 Images 43
9.1.3 Redactions 44
9.1.4 Annotations 45

10. Additional Appendices 49
10.1 Intentionally left blank. 49

11. Project Timeline 1
11.1 Sample EagleTimeline 1

Part 1: Executive Summary

1. Project Overview

1.1 Introduction

Tyler Technologies ("Tyler") is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler's end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler's solutions transform how clients gain actionable insights that solve problems in their communities.

1.2 Project Goals

This Statement of Work ("SOW") documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and the County (collectively the "Project").

The overall goals of the project are to:

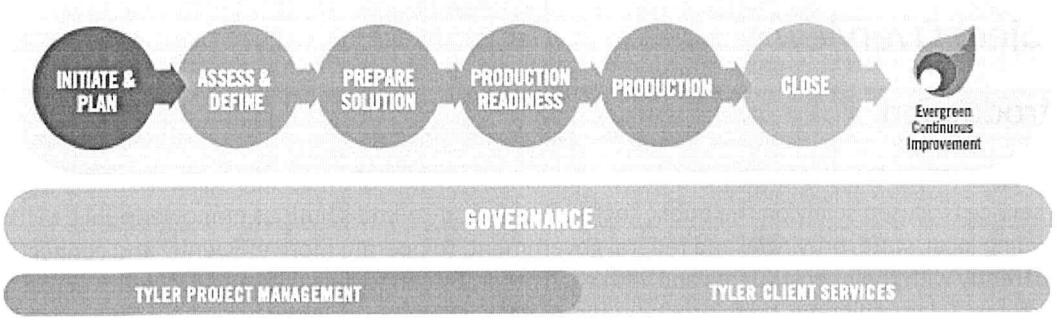
- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Providing a single, comprehensive, and integrated solution to manage business functions
- Streamline business processes through automation, integration, and workflows
- Provide a user-friendly user interface to promote system use and productivity
- Eliminate redundant data entry

1.3 Methodology

This is accomplished by the County and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler's six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

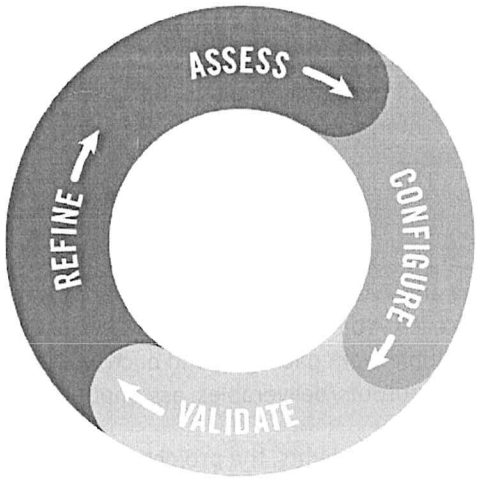
Tailored specifically for Tyler's public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the County's complexity and organizational needs.

Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.

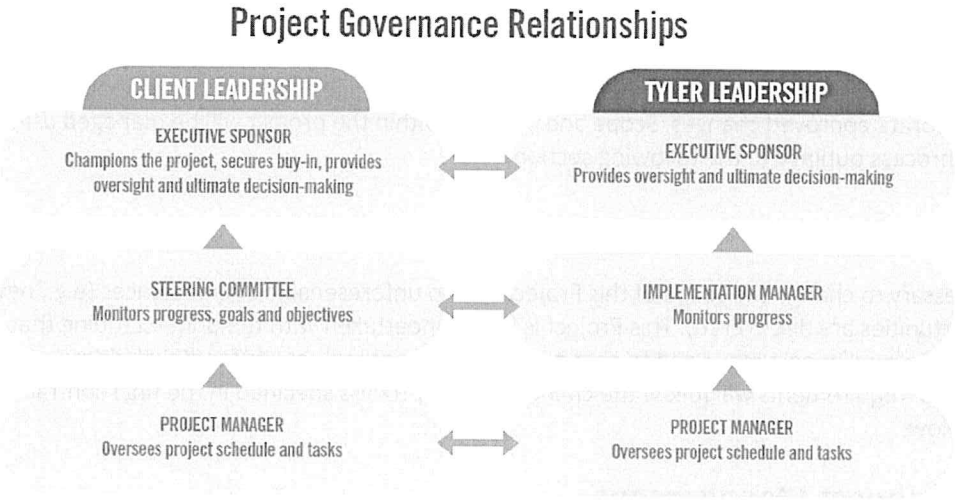
Part 2: Project Foundation

2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The chart below illustrates an overall team perspective where Tyler and the County collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the County Steering Committee become the escalation points to triage responses prior to escalation to the County and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The County and Tyler executive sponsors serve as the final escalation point.



3. Project Scope Control

3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the "triple constraints" or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.

Project Management Triangle



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

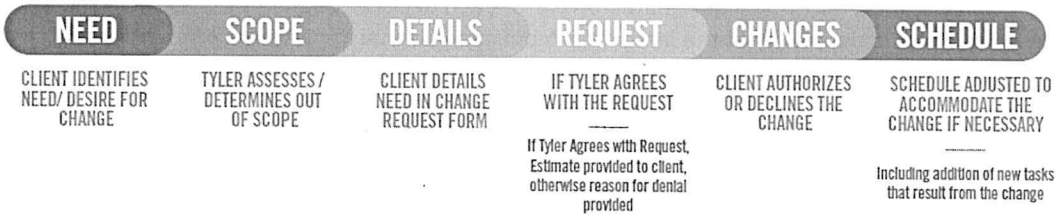
3.3 Change Request Management

Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the County; for example, the County may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:

- The nature of the change.
- A good faith estimate of the additional cost or associated savings to the County, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The County will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and the County). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

Change Request Process



4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each County office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the County will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining County feedback and approval on Project deliverables will be critical to the success of the Project. The County project manager will strive to gain deliverable and decision approvals from all authorized County representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each County department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The County shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the County does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the County does not agree the Deliverable or Control Point meets requirements, the County shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The County shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the County does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for the County and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the County, but are roles defined within the Project. It is common for individual resources on both the Tyler and County project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.

5.1.1 Tyler Executive Manager

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the County 's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to the County 's executive sponsor.

5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with County management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by the County, the Tyler Project Manager provides regular updates to the County Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by the County project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.
- Collaborates with the County project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between the County and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the County any items that may impact the outcomes of the Project.
- Collaborates with the County 's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with the County 's project manager(s) to set a routine communication plan that will aide all Project team members, of both the County and Tyler, in understanding the goals, objectives, status, and health of the Project.

5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

5.1.4 Tyler Implementation Consultant

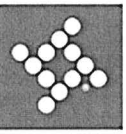
- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides the County through software validation process following configuration.
- Assists during Go-Live process and provides support until the County transitions to Client Services.
- Facilitates training sessions and discussions with the County and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.



5.2 County Roles & Responsibilities

County resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

5.2.1 County Executive Sponsor

The County executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the County steering committee, project manager(s), and functional leads to make critical business decisions for the County.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

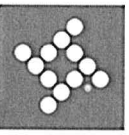
5.2.2 County Steering Committee

The County steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the County project manager and Project through participation in regular internal meetings. The County steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The County steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
    - Cost
    - Scope
    - Schedule
    - Project Goals
    - County Policies
    - Needs of other client projects

5.2.3 County Project Manager

The County shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. The County Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the County project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a



timely fashion to avoid Project delays. The County project manager(s) are responsible for reporting to the County steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

5.2.3.2 Planning

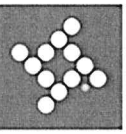
- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for the County project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the County and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both the County staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all County resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to County technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.



- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 County Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to the County project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
    - Task completion
    - Stakeholder Meeting
    - Project Management Plan development
    - Schedule development
    - Maintenance and monitoring of risk register
    - Escalation of issues
    - Communication with Tyler project team
    - Coordination of County resources
    - Attendance at scheduled sessions
    - Change management activities
    - Modification specification, demonstrations, testing and approval assistance
    - Data analysis assistance
    - Decentralized end user training
    - Process testing
    - Solution Validation

5.2.5 County Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on the County business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to the County staff during and after implementation.

- Participate in conversion review and validation.

5.2.6 County End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

5.2.7 County Technical Lead

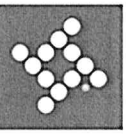
- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for County third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from the County's legacy system per the conversion schedule set forth in the project schedule.
- Client-hosted:
    - Involved in infrastructure planning/review
    - Purchases and sets up client-hosted servers

5.2.7.1 County Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the County's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with County and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 County Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.

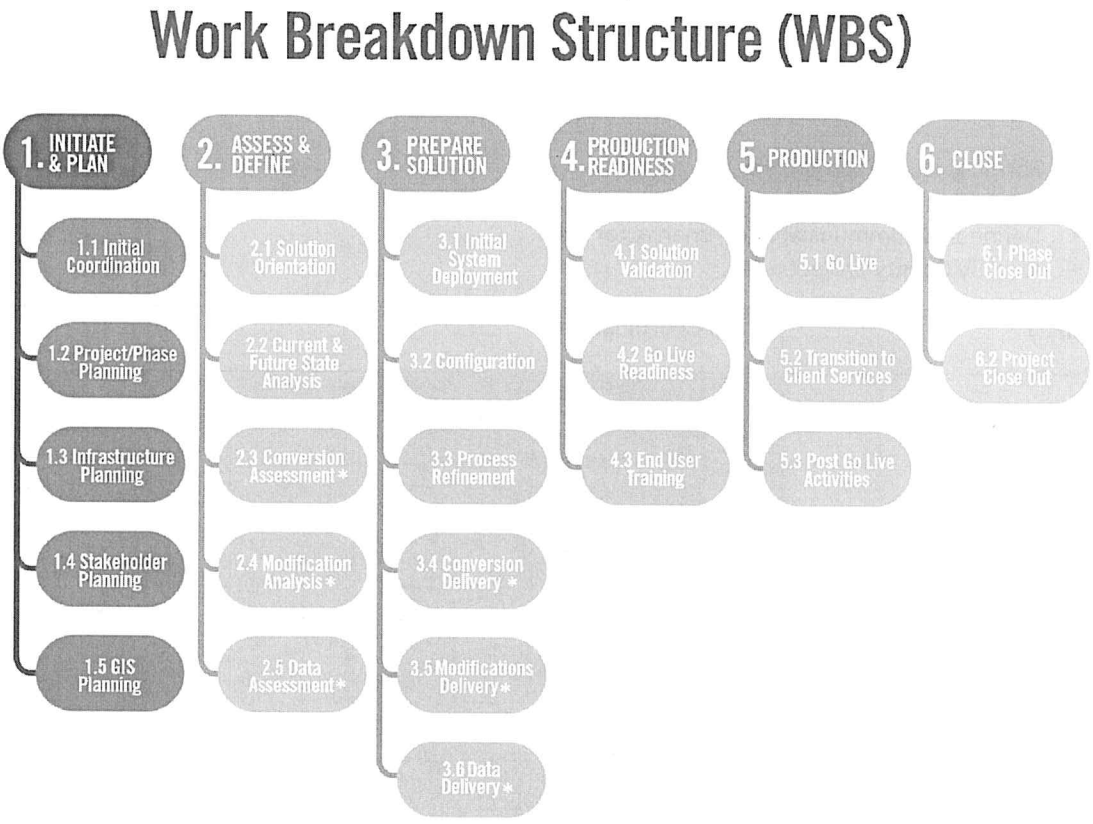


Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called "Stages" and the second level components are called "Work Packages". The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a "Control Point", confirming the work performed during that stage of the Project has been accepted by the County.



6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the County with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. the County gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the County's team. During this step, Tyler will work with the County to establish the date(s) for the Project and Phase Planning session.

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify County project team.

STAGE 1	Initial Coordination																	
	Tyler								County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
Countyproject team is assigned									A	I	R	I	I	I			
Provide initial project documents to the County		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						
Create Project Portal to store project artifacts and facilitate communication		A	R								I						

Inputs	Contract documents
	Statement of Work

Outputs/Deliverables	Completed initial project documents
	Project portal

Work package assumptions:

- Project activities begin after the agreement has been fully executed.

6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with the County to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all County Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to the County's Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the County Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the County with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

STAGE 1	Project/Phase Planning																
	Tyler								County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Schedule and conduct planning session(s)		A	R						I		C	C	I				

Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Project Management Plan	Delivery of document
	Project Operational Plan	Delivery of document
	Initial Project Schedule	County provides acceptance of schedule based on resource availability, project budget, and goals.

Work package assumptions:

- County has reviewed and completed the Guide to Starting Your Project document.

6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. This task is especially important on-premise deployment models. In an On-premise deployment, the County will be responsible for the setup of the infrastructure. Tyler will install Licensed Software on application server(s) or train the County to install License Software. The County is responsible for the installation and setup of all peripheral devices.

Objectives:

- Ensure the County's infrastructure meets Tyler's application requirements.
- Ensure the County's infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning																
	Tyler								County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Provide Infrastructure Requirements and Design Document		A	R		C		C				I						I
Initial Infrastructure Meeting		A	R		C		C				C						C

Schedule Installation of All Licensed Software		A	R				C				I						I
Infrastructure Audit		A	R				C				I						C

Inputs	1. Initial Infrastructure Requirements and Design Document

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	1. Completed Infrastructure Requirements and Design Document	Delivery of Document
	2. Infrastructure Audit	System Passes Audit Criteria

Work package assumptions:

- The County will maintain environment (or virtual environment) for On-Premise deployments.

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the County Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the County team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting																
	Tyler								County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation		I	C						A		R		C				
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I

Inputs	Agreement

	SOW
	Project Management Plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

Work package assumptions:

- None

6.1.5 Intentionally left blank.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler's receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the County
- Stakeholder meeting complete

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current County business processes. This information will be used to identify and define business processes utilized with Tyler software. The County collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on County team knowledge transfer such as: eLearning, documentation, or walkthroughs. The County team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare the County for current and future state analysis.

STAGE 2	Solution Orientation																
	Tyler								County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

The County and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The County will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the County's responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.

STAGE 2	Current & Future State Analysis																
	Tyler								County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	Countycurrent state documentation
	Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document

Work package assumptions:

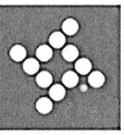
- County attendees possess sufficient knowledge and authority to make future state decisions.
- The County is responsible for any documentation of current state business processes.
- The County can effectively communicate current state processes.

6.2.3 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler's conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing ("legacy") system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.



- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment																
	Tyler								County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	County Source data
	County Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	County Acceptance of Data Conversion Plan, if Applicable

Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with the County representatives to identify business rules before writing the conversion.
- County subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

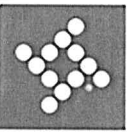
6.2.4 Intentionally left blank.

6.2.5 Intentionally left blank.

6.2.6 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler's receipt of the Stage Acceptance.



Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.
- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the County against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

Objectives:

- The County's hardware is available and set up appropriately to meet Tyler's requirements.
- All licensed software is installed and operational.
- The County can access the software.

STAGE 3	Initial System Deployment (On-Premise)																
	Tyler								County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Review Purchased Hardware			A				R				I						C
Setup/Prepare Hardware for Deployment for Included Environments			I				C				A						R

Install Licensed Software with Initial Database on Server(s) for Included Environments			A				R				I						C
Install Licensed Software on County Devices (if applicable)			I				C				A						R
Tyler System Administration Training (if applicable)			A				R				I						C

Inputs	Hardware is Procured and Made Available to Tyler

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Licensed Software is Installed on the Server(s)	Software is accessible
	Licensed Software is Installed on County devices (if applicable)	Software is accessible
	Installation Checklist/System Document	System Passes
	Infrastructure Design Document (If Applicable)	

Work package assumptions:

- The most current available version of the Tyler Licensed Software will be installed.
- The County will provide network access for Tyler modules, printers, and Internet access to all applicable County and Tyler Project staff.

On-Premise:

- The County has procured sufficient hardware by the agreed upon timeline.
- The procured hardware and software meets Tyler requirements to ensure sufficient speed and operability of Tyler Licensed Software. Tyler will not support the use of Licensed Software if the County does not meet minimum standards of Tyler's published specifications.
- The County has in place and keeps up to date all hardware, software, and technical infrastructure necessary to support the solution.

6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with the County to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. The County collaborates with Tyler staff iteratively to validate software configuration.

Objectives:

- Software is ready for validation.
- Educate the County Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration															
	Tyler								County							
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			
Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete County configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	N/A

Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. The County is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

Tyler will educate the County users on how to execute processes in the system to prepare them for the validation of the software. The County collaborates with Tyler staff iteratively to validate software configuration options to support future state.

Objectives:

- Ensure that the County understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.

- Validate forms and reports, where applicable.

STAGE 3	Process Refinement																
	Tyler								County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C						A	R	C	I	C			
Test configuration			I	C							A	R		C			
Refine configuration (County Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C			C				A	R		C			C
Update County-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed County-specific process documentation (completed by County)	

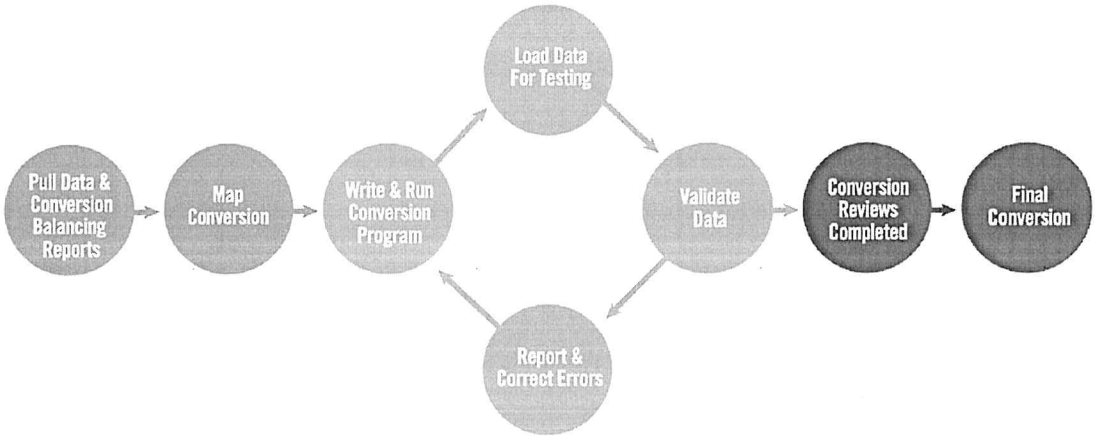
Work package assumptions:

- None

6.3.4 Conversion Delivery

The purpose of this task is to transition the County's data from their source ("legacy") system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the County will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the County to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.



Objectives:

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion																
	Tyler								County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Provide data crosswalks/code mapping tool			A	C	R						I	I		I			

Populate data crosswalks/code mapping tool			I	C	C						A	R		C			
Iterations: Conversion Development			A	C	R						I						I
Iterations: Deliver converted data			A		R		I				I						I
Iterations: Proof/Review data and reconcile to source system			C	C	C						A	R		C			C

Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	N/A
	Conversion Iterations / Reviews Complete	Conversion complete, verified, and ready for final pass

Work package assumptions:

- The County will provide a single file layout per source system as identified in the investment summary.
- The County subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The County project team will be responsible for completing the code mapping activity, with assistance from Tyler.

6.3.5 Intentionally left blank.

6.3.6 Intentionally left blank.

6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.

Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

6.4 Production Readiness

Activities in the Production Readiness stage will prepare the County team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the County to review the status of the project and the organizations readiness for go-live.

6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that the County verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure the County organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation																
	Tyler								County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables

	Solution Validation Report	County updates report with testing results

Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

Tyler and the County will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the County has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and the County will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness																
	Tyler								County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to the County

Work package assumptions:

- None

6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Tyler Led: Tyler provides training for all applicable users. One or multiple occurrences of each scheduled training or implementation topic will be covered.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop County specific business process documentation. County-led training labs using County specific business process documentation if created by the County can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:

- End users are trained on how to use the software prior to go-live.
- The County is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler								County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (County-led)			C	C							A	R	I	C	C	C	

Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	County signoff that training was delivered

Work package assumptions:

- The County project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with the County as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of County departments.
- The County will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler's receipt of the stage acceptance.

Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and checklist.
- End user training.

Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the County will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with the County to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, the County and Tyler will complete work assigned to prepare for Go-Live.

The County provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, the County manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with the County during Go-Live activities. The County transitions to Tyler software for day-to day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

Objectives:

- Execute day to day processing in Tyler software.
- County data available in Production environment.

STAGE 5	Go-Live																	
	Tyler								County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	County confirms data is available in production environment

Work package assumptions:

- The County will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The County business processes required for Go-Live are fully documented and tested.

- The County Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The County Project Team and Power User's provide business process context to the end users during Go-Live.
- The Tyler Go-Live support team is available to consult with the County teams as necessary.
- The Tyler Go-Live support team provides standard functionality responses, which may not be tailored to the local business processes.

6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of the County onto the Tyler Client Services team, who provides the County with assistance following Go-Live, officially transitioning the County to operations and maintenance.

Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to the County teams for key processes and subject areas.

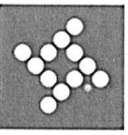
STAGE 5	Transition to Client Services																
	Tyler								County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Transfer County to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

Work package assumptions:

- No material project issues remain without assignment and plan.



6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities																	
	Tyler								County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. The County transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of the County for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and the County teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler								County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	County
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	Contract
	Statement of Work
	Project artifacts

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Final action plan (for outstanding items)	
	Reconciliation Report	
	Post Phase Review	

Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time the County may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to the County teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler								County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to County and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Post Project Report	County acceptance; Completed report indicating all project Deliverables and milestones have been completed

Work package assumptions:

- All project implementation activities have been completed and approved.
- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

7. General Assumptions

Tyler and the County will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a few assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The County Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the County project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the County is responsible for making decisions based on the options available.

- Implementation of new software may require changes to existing processes, both business and technical, requiring the County to make process changes.
- The County is responsible for defining, documenting, and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, County is responsible for managing Organizational Change. Impacted County resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted County resources understand the value of the change, and why they are being asked to change.

7.3 Resources and Scheduling

- County resources will participate in scheduled activities as assigned in the Project Schedule.
- The County team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the County will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- The County will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- The County makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- The County will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The County will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- The County is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the County representatives to identify business rules before writing the conversion. The County must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.

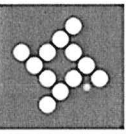
- The County will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The County Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The County is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

7.5 Facilities

- The County will provide dedicated space for Tyler staff to work with County resources for both on-site and remote sessions. If Phases overlap, County will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The County will provide staff with a location to practice what they have learned without distraction.

8. Glossary

Word or Term	Definition
Acceptance	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
Accountable	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
Application	A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.
Application Programming Interface (API)	A defined set of tools/methods to pass data to and received data from Tyler software products
Agreement	This executed legal contract that defines the products and services to be implemented or performed.
Business Process	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
Business Requirements Document	A specification document used to describe Client requirements for contracted software modifications.
Change Request	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
Change Management	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
Code Mapping [where applicable]	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
Consulted	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
Control Point	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
Data Mapping [where applicable]	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
Deliverable	A verifiable document or service produced as part of the Project, as defined in the work packages.
Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
Informed	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]



Infrastructure	The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.
Interface	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
On-site	Indicates the work location is at one or more of the client's physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.
Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
Project	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
Remote	Indicates the work location is at one or more of Tyler's physical offices or work environments.
Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
Scope	Products and services that are included in the Agreement.

Solution	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
Standard	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables.
System	The collective group of software and hardware that is used by the organization to conduct business.
Test Scripts	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
Training Plan	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program, or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
Work Package	A group of related tasks within a project.

Part 4: Appendices

9. Conversion

9.1 EagleRecorder Conversion Specification

The EagleRecorder conversion includes converting data from a single database dump file into the EagleRecorder application database. Data should be provided to Tyler as defined below. When providing data and images to Tyler also provide a data dictionary or mapping, including a key to associating images with a specific record in the database. Tyler will convert the data as closely as possible to how it appears in your current system, but Tyler will not normalize data.

When providing data and images to Tyler, include counts of each document type and a count of images.

The client will provide two sets or pulls of data and images to Tyler to be converted from their current system into EagleRecorder. The first set is for a 'bulk' conversion, which is all records in your current system, through the date the extract of data from your legacy system is pulled. The second data set is called a 'gap' and contains the records from the last date you provided the bulk set to the last day of business processing/recording before Go Live, without any duplication or gaps records. In some cases, Tyler may require a complete pull of your entire system instead of a gap, if this approach is deemed more efficient it will be coordinated during the Initiate and Plan stage of the project. Each set of data and images is required to be provided in the same format each time the client provides data and images to Tyler.

9.1.1 Providing Data

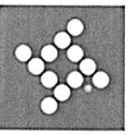
The county is required to provide the data to Tyler in one of the following formats:

- A database dump file (*.dmp), accompanied by database definitions/mapping.
  - Microsoft SQL Server ®
  - Oracle ®
- A delimited ASCII text file(s), including file layouts and/or each text file should contain a header row
  - Pipe delimited
  - Tab delimited
  - All data for a specific record in the text file should be in a single line (i.e., No line feeds)

9.1.2 Images

Tyler Technologies requires images to be in the following format:

- group IV Compression
- TIFF format (tagged image file format) and compliant with the TIFF 6.0 specification as defined at http://partners.adobe.com/public/developer/en/tiff/TIFF6.pdf
- Up to 300 DPI for land and vital records, up to 600 DPI for plat images
- black and white
- Single-page TIFF images should be stored with a file extension in *.001 - *.0NN format, where page 1 is .001, page 2 is .002, etc. Multi-page TIFF images should be stored in TIFF extensions such as *.tif. In both cases the * represents the document number.
- Images must be oriented correctly (right side) up



- Total combined size of all image files associated with a document can't exceed 65 Mb

If any images do not comply with the specifications, a change order and additional charges may be required to modify and properly convert those images.

Tiff images are the only images supported for EagleRecorder. Due to normal operating system limitations, a directory/folder with more than 10,000 images without subfolders may cause performance issues in the conversion as well as the application.

As a standard, converted images are stored on the file system.

The county is responsible for providing the definition for how the images are linked to the record as well as ensuring that the above image requirements are met. The images must be available on the file system; if they are currently stored in a database, the county is responsible for extracting them to the file system.

The images must be placed on a location that is accessible by the application server. For maximum conversion performance, it is strongly encouraged that this be on a drive of the application server rather than another server on the network.

9.1.3 Redactions

Data and images can be redacted in two different ways depending on how redactions have previously been stored.

Option 1 –

When redactions are stored as overlays and information such as page, x, y coordinates, length and height of the redaction are available, Tyler will convert the redaction as an overlay. This means that only one copy of the image is converted, the redaction can be edited/moved, and admins can see through the redaction while it shows as a red box to the public. This option is consistent with how redactions will be applied once live with Eagle Recorder. The client is responsible for providing the overlay information and how to access it; this overlay information must be stored in the same source data as the index data (i.e., in the database). The redaction information must be provided in an Oracle database, Access file, SQL Server database or text file. Providing redaction data as one file per image may incur additional charges.

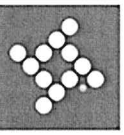
Option 2 –

When redaction information as described above is not available but instead two copies of the image are stored, one with the redaction and one without, both would be converted. The redacted image would be converted as the primary attachment for the public to view. The unredacted image would be converted as the secondary attachment, which only Administrators can view. The redactions in this case would not be editable. With this option, the client is responsible for providing the redacted as well as the unredacted copy of the image and knowledge of how both would link to the index data.

Data layout for Option 1 – this is appended as a field within the same pipe file as the index data. The redaction information below needs to be on the same line as the rest of the index data for the document.

The redactions are imported at the same time as the index and images.

Redactions for multi-title documents must be identical for all records that are part of the multi-title document.



9.1.4 Annotations

9.1.4.1 Annotation Conversion – Text and Image Stamps

To convert annotations, the following information must be provided in an Oracle database, Access file, SQL Server database or text file. When provided, Tyler will import this with the file before the final conversion. Annotations can only be converted at the time the data and images are converted, not at a later point in time. This data is included in the same file as the index data, so each line corresponds with the correct document id. The annotation data must be provided within the same database the index data is in or within nonproprietary text file(s), providing annotation data as one file per image may incur additional charges.

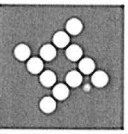
- Image annotations only support certain types of images - .png, .gif
- An annotation can either have text or an image, not both
- Stamp rotation is not supported, the image will convert with the orientation shown when opened on the file system
- Annotations for multi-title documents must be identical for all of the records that are part of the multi-title document.

All data and images received will be deleted from Tyler systems 90 days after Go Live. It is recommended that each client retain the source data locally and in a secure location.

The following tables show the available fields in the Eagle Recorder database; your source data and configuration will determine which specific fields will be converted and used; actual field names in the application may have different labels. Other document types may be allowed and will be reviewed on a case by case basis.

LAND RECORDS

Document Number	Lien Address
Book/Page/Volume or Book/Page	Transfer Tax State
Recording Date	Transfer Tax County
Total Fees	Number of Pages
Recording Fee	Flattened Stamp Date
Transfer Tax	Flattened Stamp Pages
Tax Rate Area	Verification Date
PCOR Pages	Verification User
Document Date	Modify By
Return Address	Modify Date
Requested By	Legal
Grantor	Situs
Grantee	Legal Remarks
Parcel Number	Submitter
Related Data	Location
Grantor Address	Housing State
Grantee Address	Housing Multi State
Treasurer Receipt	Housing Multi County
Affidavit	Housing County
Excise Number	Index Error Notes
Received Date	Notes



Exempt Both	Notes Internal
Exempt State	Legal Survey
Failed Reason	Company ID
Submit Date	Order Number
Tracking Number	Vendor ID
Vendor	Consideration/Loan Amount/Sales Price
Scan Date	Mortgage Tax
Scan Modification Date	Compliance Date
Scan Page County	Documentary Fee
Lien Name	Previous Date

BIRTH CERTIFICATES

Document Number	Name
Recording Date	Parent1 Name
Book/Volume/Page or Book/Page	Parent2 Name
Gender	Death Date
Deceased	Amendment Date
Amendment	Amendment Comment
Notes	Place of Birth
Notes Internal	Related Data
Birth Date	Do Not Issue
Number of Pages	

DEATH CERTIFICATES

Document Number	Parent1 Name
Recording Date	Parent2 Name
Book/Volume/Page or Book/Page	Amendment Date
Name of Deceased	Amendment Comment
Gender	Place of Death
Amendment	Location
Notes	Return To
Internal Notes	Return Address
Related Data	Cause of Death
Number of Pages	Race
Date of Death	Funeral Home
Date of Birth	

MILITARY DISCHARGE

Document Number	Return Address
Recording Date	Requested By
Book/Volume/Page or Book/Page	Grantor (Veteran)
Document Date	Grantee (Military Branch)

Return To	Discharge Date

CONCEALED WEAPON

Document Number	Weight
Recording Date	Height
Book/Volume/Page or Book/Page	Eye Color
Issue Number	Hair Color
Fingerprint Date	Place of Birth
Issue Date	Country
Application Date	SSN
PASP Status	Address
Name	Mailing Address
Alias	County
Date of Birth	Phone Number
Gender	Email
Race	

NOTARY

Document Number	Phone Number
Recording Date	Status
Book/Volume/Page or Book/Page	Expiration Date
Document Date	ID Type
Name	ID Number
Bond Number/Commission Number	Signature
Bond Date/Commission Date	Business Name
Document Date	

MARRIAGE CERTIFICATE

Document Number	Marriage City
Book/Volume/Page or Book/Page	Return Date
Recording Date	Phone Number
Application Date	Notes
Marriage Date	Notes Internal
Marriage County	Related Data
Married By/Officiant	Party 1 Last Name at Birth
Married By/Officiant Address	Party 2 Last Name at Birth
Party 1 Name	Number of Pages
Party 1 Date of Birth	Party 1 Designation
Party 1 Gender	Party 2 Designation
Party 1 Age	Waiver
Party 1 New Last Name	Return Address
Party 1 Number of this marriage	Party 1 Phone Number

Party 1 Previous Marriage	Party 2 Phone Number
Party 1 Marriage End Date	Party 1 Email
Party 2 Name	Party 2 Email
Party 2 Date of Birth	Party 1 Address
Party 2 Gender	Party 2 Address
Party 2 Age	Party 1 ID Type
Party 2 New Last Name	Party 2 ID Type
Party 2 Number of this marriage	Party 1 ID Number
Party 2 Previous Marriage	Party 2 ID Number
Party 2 Marriage End Date	Expiration Date
Marriage State	

FICTITIOUS BUSINESS NAMES/ASSUMED NAMES

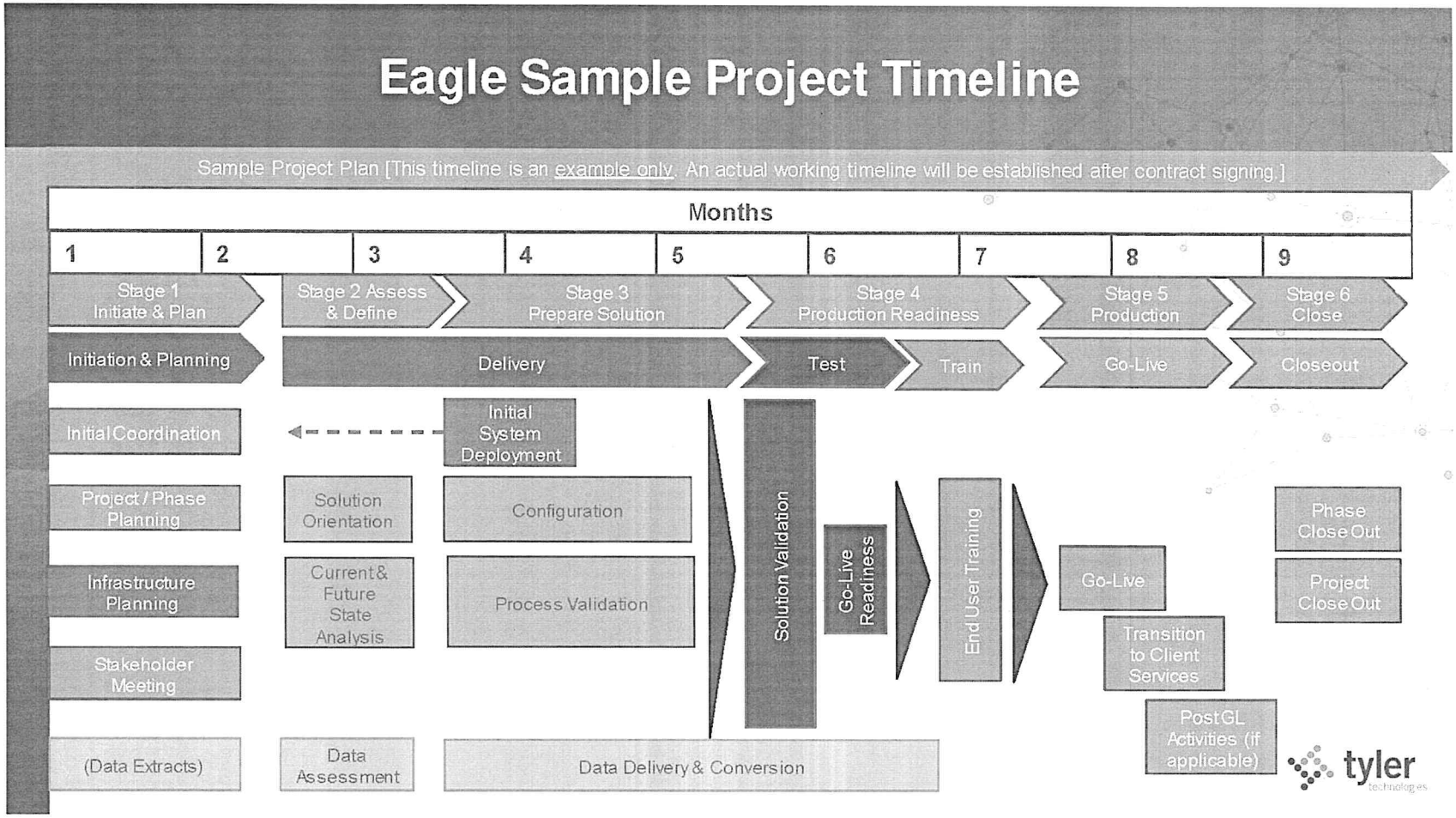
Document Number	Withdrawal Date
Recording Date	Withdrawal Publication Date
Book/Volume/Page or Book/Page	Registrant Status
Total Fees	Type
Filing Type	Business Transacted
FBN Publication	Business Transacted Date
Publication Date	Source
Expiration date	ID Check
Related Data	Executed By
Business Name	LLC Title
Registrant Name	Signature
Grantee Address	Notes
Registrant Type	Notes Internal
State of Incorporation	Number of Pages
Registrant Phone Number	

10. Additional Appendices

10.1 Intentionally left blank.

11. Project Timeline

11.1 Sample EagleTimeline



E-Contract Review
Approval as to Form

Department Name:	Clerk/Recorder
Vendor Name:	Tyler Technologies ("Tyler")
Contract Description:	Agreement with Tyler Technologies ("Tyler") is integrated software and technology services

APPROVED AS TO FORM:

Margaret Long Date: 1/12/23
Office of the Tehama County Counsel
Margaret E. Long, County Counsel

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

REGULAR AGENDA

52. CLERK & RECORDER

a) TRANSFER OF FUNDS: CLERK & RECORDER; B-48 - From Electronic Recording (43710-597205), $100,484 and from Recorder Automation (43810-597205), $54,107 to Contingency (1109-59000), $154,591; and from Contingency (1109-59000) to Computers (2071-57603), $154,591. **(Requires 4/5's vote)**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	John Leach, Supervisor - District 5
SECONDER:	Matt Hansen, Supervisor - District 4
AYES:	Moule, Hansen, Leach, Nolen, Carlson

b) BIDWAIVER

1) Adopt the finding of the Sourcewell contract #090320-TTI with Tyler Technologies Inc. to procure Eagle software functionality to meet recording and filing requirements for the Clerk & Recorder's Office meets all Tehama County Bidding criteria and allows the County to take advantage of special low pricing without the time and expense involved with conducting a formal bid process.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	John Leach, Supervisor - District 5
SECONDER:	Matt Hansen, Supervisor - District 4
AYES:	Moule, Hansen, Leach, Nolen, Carlson

2) Find it in the best interest of the County to waive the formal bid process for the acquisition of recording and filing software service requirements based on the finding.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	John Leach, Supervisor - District 5
SECONDER:	Matt Hansen, Supervisor - District 4
AYES:	Moule, Hansen, Leach, Nolen, Carlson

c) AGREEMENT - Approval and authorization for the Clerk & Recorder to sign the License and Services Agreement with Tyler Technologies, Inc. for the purchase of the Eagle software functionality to meet recording and filing requirements for the Clerk & Recorder's Office in an amount not to exceed $154,591 for the first year, effective upon date of signing for one year with an additional one year automatic renewal.

(Miscellaneous Agreement #2023-42)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	John Leach, Supervisor - District 5
SECONDER:	Pati Nolen, Supervisor - District 3
AYES:	Moule, Hansen, Leach, Nolen, Carlson

STATE OF CALIFORNIA)
) ss
COUNTY OF TEHAMA)

I, JENNIFER VISE, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on the 28th day of February, 2023.

DATED: March 3, 2023.

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

Deputy

E-Contract Review
Approval as to Form

Department Name: Clerk and Recorder

Vendor Name: Tyler Technologies

Contract Description: For the purpose of amending contract to add card readers

APPROVED AS TO FORM:



Date: 06/25/2025

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Agenda Request Form

File #: 25-1274 **Agenda Date:** 7/22/2025 **Agenda #:** 15.

COMMITTEES & COMMISSIONS

Requested Action(s)
a) BOARD OF LAW LIBRARY TRUSTEES OF TEHAMA COUNTY - One one-year appointment to fill the expired term of Alicia Meyer as County Librarian with new said term expiring upon first Board of Supervisors' meeting of January 2026
(Interested person: Alicia Meyer, County Librarian)

b) BOARD OF LAW LIBRARY TRUSTEES OF TEHAMA COUNTY - One one-year appointment to fill the expired term of Matthew Rogers as District Attorney with new said term expiring upon first Board of Supervisors' meeting of January 2026
(Interested person: Matthew Rogers, District Attorney)

c) BOARD OF LAW LIBRARY TRUSTEES OF TEHAMA COUNTY - One one-year appointment to fill the expired term of Andrew Plett as Deputy County Counsel with new said term expiring upon first Board of Supervisors' meeting of January 2026
(Interested person: Andrew Plett, Deputy County Counsel)

Financial Impact:
None.

Background Information:
Requests for yearly appointments to the Tehama County Law Library Board of Trustees usually occur in January; however, due to inadvertent oversight and changes in Law Library staffing the request for 2025 appointments has been delayed until now.

TEHAMA COUNTY LAW LIBRARY
545 Diamond Avenue, Red Bluff, CA 96080
(530) 527-0604 x110
LawLibrary@tehamacountylibrary.org

MEMORANDUM

To: Sean Houghtby, Clerk of the Board of Supervisors, Tehama County

From: Starla Zamora, Tehama County Law Library Clerk

Re: Tehama County Law Library Board of Trustees

Date: July 10, 2025

The Tehama County Law Library respectfully requests that the Board of Supervisors appoint the following persons to the Tehama County Law Library Board of Trustees effective immediately and ending upon the first Board of Supervisors' meeting in January 2026.

Alicia Meyer, County Librarian	-	Board of Supervisors' Chairperson designee
Andrew Plett, Attorney, Deputy County Counsel	-	Attorney representative
Matthew Rogers, Attorney, District Attorney	-	Attorney representative

The following members of the Board of Trustees have been designated by the Judges of the Superior Court, County of Tehama, pursuant to Business and Professions Code §6301, subdivision (a)(3). No action by the Board of Supervisors is required in connection with these designees:

Odeh Hijazeen, Attorney	-	Judge Bottke's designee
Alessio Larrabee, Attorney	-	Judge McGlynn's designee
Christopher Logan, Attorney	-	Judge Skillman's designee
Michelle Proctor, Attorney	-	Judge Woods' designee

Please contact Alicia Meyer, County Librarian, at (530) 527-0604 x107, should you have any questions.

Tehama County

Agenda Request Form

File #: 25-1195 **Agenda Date:** 7/22/2025 **Agenda #:** 16.

PLANNING DEPARTMENT / TREASURER/TAX COLLECTOR - Planning Director Jessica Martinez and Treasurer/Tax Collector - Parker Hunt

Requested Action(s)
a) STUDY SESSION - To review and receive input regarding Short-Term Rentals

b) Discussion and possible direction to staff to create an ordinance and process for short-term rentals

Financial Impact:
None at this time.

Background Information:
At the Board of Supervisor's regular meeting held on March 18, 2025, the board asked for an informational presentation regarding the permissibility of short-term rentals. Currently the code does not allow for short-term rentals within Tehama County. The Board of Supervisors adopted the amended Chapter 4.12 Transient Occupancy Tax, adopting Chapter 4.13 Short-Term Rental Permit of the Tehama County Code and adding a short-term rental permit fee in a 4-0 vote.

Tehama County

Agenda Request Form

File #: 25-1264 **Agenda Date:** 7/22/2025 **Agenda #:** 17.

SHERIFF / PERSONNEL - Sheriff Dave Kain

Requested Action(s)
a) OTHER THAN “A” STEP - Request approval to appoint applicant as Sheriff’s Correctional Deputy, Range 32, Step 5, upon successful completion of all pre-employment requirements

Financial Impact:
The funds for this position are currently budgeted in the FY 25/26, Budget Unit 2032.

Background Information:

The selected candidate has over seven years of experience in security and law enforcement, having served as a correctional officer. Throughout his career, he has developed strong conflict resolution abilities, keen attention to detail, and the capacity to remain composed under high-pressure situations. He has completed training in de-escalation techniques, self-defense, and crisis intervention.

The candidate demonstrates effective communication skills with both colleagues and supervisors, contributing to a secure and structured environment for inmates. His experience includes direct supervision of more than 1,500 inmates across various custody levels. His responsibilities have included monitoring inmate behavior, conducting searches, ensuring facility compliance with policies and regulations, and responding to emergencies. Additionally, he has worked closely with inmates experiencing mental health challenges, further strengthening his ability to manage complex situations with professionalism and care.

The combination of their training and experience justifies the increase to Step 5. The candidate’s experience exceeds the minimum qualifications of the classification and justifies placement at Range 32, Step 5 with the Deputy Sheriffs’ Association (DSA) Memorandum of Understanding (MOU).

The hiring of this employee is a benefit to the Tehama County Sheriff’s Office and the community we serve.

The Personnel Office has reviewed the candidate’s qualifications and agrees with placement at Salary Range 32, Step 5 upon successful completion all pre-employment requirements.

OTHER THAN "A" STEP REQUEST

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

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

FROM: Jennifer Crane, Accountant I
TO: Board of Supervisors/Personnel Office

RE: Request to hire an applicant in the following classification:
Correctional Deputy at other than "A" step.

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

1. $ 28.26 Step 1 Request: $ 34.35 Step 5

2. Total applications received during recruitment for this position: 11
Total number of "qualified" applicants: 4

3. Justification for requesting higher step than A:

The selected candidate has over seven years of experience in security and law enforcement, having served as a correctional officer. Throughout his career, he has developed strong conflict resolution abilities, keen attention to detail, and the capacity to remain composed under high-pressure situations. He has completed training in de-escalation techniques, self-defense, and crisis intervention.

The candidate demonstrates effective communication skills with both colleagues and supervisors, contributing to a secure and structured environment for inmates. His experience includes direct supervision of more than 1,500 inmates across various custody levels. His responsibilities have included monitoring inmate behavior, conducting searches, ensuring facility compliance with policies and regulations, and responding to emergencies. Additionally, he has worked closely with inmates experiencing mental health challenges, further strengthening his ability to manage complex situations with professionalism and care.

The combination of their training and experience justifies the increase to Step 5. The hiring of this employee is a benefit to the Tehama County Sheriff's Office and the community we serve.

4. How has the Department budgeted for this additional cost?
The department has budgeted for this position as part of the position allocation list and will not place the department over approved budget.

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

Department Head Signature

Tehama County

Agenda Request Form

File #: 25-1254 **Agenda Date:** 7/22/2025 **Agenda #:** 18.

SHERIFF'S OFFICE - Sheriff Dave Kain

Requested Action(s)
a) RESOLUTION - Request adoption of the resolution authorizing the Sheriff's Office to accept grant funding from the Law Enforcement: Small and Mid-Size Organizations/Agencies FY 25/26 Grant, Cannabis Tax Fund Grant Program (CTFGP), from the State of California Department of California Highway Patrol for FY 25/26, if awarded, the anticipated amount of funding is $72,798.43, and to have signature authority on all program-related documents to carry out the purpose of this resolution

b) AGREEMENT - Request approval and authorization for the Sheriff to electronically sign the FY 25/26 CTFGP Law Enforcement Grant Agreement through the State of California Department of California Highway Patrol, to accept reimbursement for the amount not to exceed $72,798.43 effective 7/1/25 and shall terminate 6/30/25

Financial Impact:
This anticipated revenue of $72,798.43 will be utilized towards Deputy DUI training, DUI saturation patrol/check points, education seminars/community events, and equipment to be used at the educational seminars/community effects and DUI accidents for the FY 25/26. There are no matching funds.

Background Information:
With the passage of Proposition 64 in 2016, The Control, Regulate, and Tax Adult Use Marijuana Act (AUMA),California voters mandated the state to set aside funding for the CHP to provide grants to local governments and Qualified Nonprofit Organizations for the education, prevention, and enforcement of impaired driving laws pursuant to Section 34019 (f)(3)(B) Revenue and Taxation Code (RTC).

In February the Sheriff's Office applied for a grant through the Cannabis Tax Fund Grant Program (CTFGP), State of California Department of California Highway Patrol and received conditional approval for the grant. The grant that was applied for was the Law Enforcement: Small and Mid-Size Organizations/Agencies FY 25/26 Grant.

The Law Enforcement: Small and Mid-Size Organizations/Agencies FY 25/26 Grant will supply the Sheriff's Department with the funds necessary to purchase another drone to be used for improved accident documentation and will be paired with VR technology that will be used to educate the public about the risks of driving under the influence. The grant will also fund two Deputies to attend Drug Recognition Expert (DRE) school and one Deputy to attend DRE instructor school. The grant will also fund overtime hours for deputies to conduct DUI saturation patrol/check points and attend community educational seminars/events to inform the public about the dangers of driving under the influence.

An approved resolution must be received prior to the grant agreement being approved and funding being released.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TEHAMA AUTHORIZING THE TEHAMA COUNTY SHERIFF'S OFFICE TO ACCEPT FUNDING FOR FISCAL YEAR 2025-2026 LAW ENFORCEMENT: SMALL AND MID- SIZE ORGANIZATIONS/AGENCIES GRANT, CANNABIS TAX FUND GRANT PROGRAM FROM THE STATE OF CALIFORNIA DEPARTMENT OF CALIFORNIA HIGHWAY PATROL, IN THE AMOUNT OF $72,798.43

WHEREAS funding from the Law Enforcement: Small and Mid-Size Organization/Agencies Grant helps support the provision of necessary DUI law enforcement and educational services to the 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 receive funding from the Cannabis Tax Fund Grant Program, Department of California Highway Patrol for the Law Enforcement: Small and Mid-Size Organizations/Agencies Grant for Fiscal Year 2025-2026, and accept, if awarded, funding in the anticipated amount of $72,798.43, 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 is authorized to participate in the Fiscal Year 2025-2026 Cannabis Tax Fund Grant Program,

The foregoing Resolution was offered on a motion by Supervisor_____ and 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)

Certification

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

Law Enforcement: Small and Mid-Size Organizations/Agencies FY 2025/2026

Prepared by Tehama County Sheriff's Office
for California Highway Patrol (CHP) Law Enforcement: Small and Mid-Size Organizations/Agencies FY 2025/2026

Submitted by Jennifer Crane

Submitted on 04/30/2025 12:41 PM Pacific Standard Time

Opportunity Details

Opportunity Information

Title
Law Enforcement: Small and Mid-Size Organizations/Agencies FY 2025/2026

Description
Law Enforcement grants provide financial assistance to allied agencies for the education, prevention, and the enforcement of laws related to driving under the influence of alcohol and other drugs, including cannabis and cannabis products.
The intent of the program is to educate the public regarding the dangers of impaired driving, enforce impaired driving laws on the roadway, and improve the Organization/Agency's effectiveness through training and development of new strategies.

Awarding Agency Name
California Highway Patrol

Agency Contact Name
Cannabis Grants Unit (CGU)

Agency Contact Phone
916-843-4360

Agency Contact Email
CGUGrants@chp.ca.gov

Fund Activity Categories
Education, Law, Justice and Legal Services

Manager
Cannabis Grants Unit (CGU)

Opportunity Posted Date
1/8/2025

Public Link
https://www.gotomygrants.com/Public/Opportunities/Details/cd30d005-b1e2-4785-86ba-ea5c151bd666

Is Published
Yes

Funding Information

Opportunity Funding
$13,000,000.00

Funding Sources
State

Funding Source Description
With the passage of Proposition 64 in 2016, The Control, Regulate, and Tax Adult Use Marijuana Act (AUMA), California voters mandated the state to set aside funding for the CHP to provide grants to local governments and Qualified Nonprofit Organizations for the education, prevention, and enforcement of impaired driving laws pursuant to Section 34019 (f)(3)(B) Revenue and Taxation Code (RTC).

Funding Restrictions
State Agencies/Departments, please refer to Section 34019 (f)(3)(B) RTC and California Code of Regulations, Title 13,

Division 2, Chapter 13, for additional information.

Award Information

Award Range
$500,000.00 Ceiling

Award Period
07/01/2025 - 06/30/2026

Award Type
Competitive

Indirect Costs Allowed
No

Matching Requirement
No

Submission Information

Submission Window
01/08/2025 8:00 AM - 02/28/2025 5:00 PM

Submission Timeline Type
One Time

Submission Timeline Additional Information
GRANT APPLICATIONS ARE DUE FEBRUARY 23, 2025, BY 5:00 PM PST. EXTENDED TO FEBRUARY 28, 2025, BY 5:00 PM PST.

Grant Applicants are advised to ask submittal questions well before the deadline. The Cannabis Grants Unit (CGU) cannot guarantee an immediate response and the Grant Management System (GMS) will automatically close at 5:00 PM PST. Once a Grant Application is submitted through the GMS, Grant Applicants may not add, edit, or delete any Grant Application information.

Question Submission Information

Question Submission Open Date
01/08/2025 8:00 AM

Question Submission Close Date
02/28/2025 5:00 PM

Question Submission Email Address
CGUGrants@chp.ca.gov

Question Submission Additional Information
GRANT APPLICATIONS ARE DUE FEBRUARY 23, 2025, BY 5:00 PM PST. EXTENDED TO FEBRUARY 28, 2025, BY 5:00 PM PST.

CGU Office Hours:
Monday through Friday
8:00 am to 5:00 pm
If assistance is required, please contact the Cannabis Grants Unit no later than Friday, February 21, 2025.

Attachments

- Grant Application Evaluation Criteria

- FY25-26 RFA - Law Enforcement Small and Mid-Size

Eligibility Information

Eligibility Type

Public

Additional Eligibility Information

Small and Mid-Size Law Enforcement Organizations/Agencies, with the primary function of enforcing traffic laws, which includes responding to calls, making arrests, and issuing citations, pursuant to the California Penal Code, California Vehicle Code, and California Health and Safety Code

Small-Size Law Enforcement Organizations/Agencies: 100 employees or less
Mid-Size Law Enforcement Organizations/Agencies: 500 employees or less

Additional Information

Additional Information URL

https://www.chp.ca.gov/programs-services/programs/cannabis-tax-fund-grant-program

Award Administration Information

State Award Notices

Awards will be announced in May and June 2025.

Administrative and National Policy Requirements

The California Highway Patrol (CHP) adopted regulations within Title 13 of the California Code of Regulations (CCR), Division 2, by adding Chapter 13, which govern the CHP, Cannabis Tax Fund Grant Program.

These regulations outline:
* Grant Provisions
* Grant Project Types
* Specific Grant Application Requirements
* Grant Evaluation Criteria
* Necessary Administrative Procedures for the Program

Regulations can be found at:
https://www.chp.ca.gov/programs-services/programs/cannabis-tax-fund-grant-program/program-regulations

Reporting

Quarterly Reporting is required and due within 14 calendar days after the close of each quarter.

Quarter One (Q1): July 1 - September 30
Quarter Two (Q2): October 1 - December 31
Quarter Three (Q3): January 1 - March 31
Quarter Four (Q4): April 1 - June 30

Other Information

Please ensure your Organization/Agency has the capability to electronically sign required documents (ex: Grant Agreement).

Project Information

Application Information

Application Name
Law Enforcement: Small and Mid-Size Organizations/Agencies FY 2025/2026

Award Requested
$83,333.37

Total Award Budget
$83,333.37

Primary Contact Information

Name
Jennifer Crane

Email Address
jcrane@tehamaso.org

Address
PO Box 729, 22840 Antelope Blvd
Red Bluff, CA 96080

Phone Number
(530) 528-8979

Project Description

1. Organization/Agency Representatives

Organization/Agency Section/Unit (subdivision) to administer the Grant Agreement

Tehama County Sheriff's Office

Organization/Agency Representative

Please complete the following fields with appropriate Organization/Agency representatives, as applicable.

- **The Authorized Official is authorized to enter into a Grant Agreement with signing authority.**
- **The Authorized Financial Contact maintains financial records, documentation, and recipient of warrant.**
- **The Administrative Contact is responsible for day-to-day administration.**

Authorized Official Name (first and last)

Dave Kain

Authorized Official Title

Sheriff-Coroner

Authorized Official Address (street, city, state, zip code)

22840 Antelope Blvd, Red Bluff, CA 96080

Official Address to Receive Reimbursement Payment - MUST MATCH FI$CAL FORM (street, city, state, zip code)

PO Box 729, Red Bluff, CA 96080

Authorized Official Phone Number (with area code)

(530) 529-7950

Authorized Official Email Address

dkain@tehamaso.org

Authorized Financial Contact Name (first and last)

Nickoli Brummond

Authorized Financial Contact Title

Fiscal Analyst

Authorized Financial Contact Phone Number (with area code)

(530) 528-8979 Ext 1

Authorized Financial Contact Email Address

nbrummond@tehamaso.org

Administrative Contact Name (first and last)

Jennifer Crane

Administrative Contact Title

Accountant I

Administrative Contact Phone Number (with area code)

(530) 528-8979 Ext 2

Administrative Contact Email Address

jcrane@tehamaso.org

2. Senate/Assembly/Congressional/County Information

To determine the State Senate District(s), State Assembly District(s), and California Congressional District(s), copy and paste the below URL in your browser and search:

https://gis.data.ca.gov/maps/CDEGIS::legislative-districts-in-california-2/about

Select one or more State Senate District(s) where the proposed Project activities will occur. To make multiple selections, hold down the Ctrl key and click each one.

State Senate 01

Select one or more State Assembly District(s) where the proposed Project activities will occur. To make multiple selections, hold down the Ctrl key and click each one.

State Assembly 03

Select one or more California Congressional District(s) where the proposed Project activities will occur. To make multiple selections, hold down the Ctrl key and click each one.

California Congressional District 01

Select one or more California counties where the proposed Project activities will occur. To make multiple selections, hold down the Ctrl key and click each one.

Tehama

Number of residents (population) that your Organization/Agency serves.

64896

3. Statistical Data

Ensure the responses below are accurate and align with the statistical data provided within the Grant Application. If a question is not applicable, please input "0" or "N/A".

How many schools are in your jurisdiction?

	Elementary Schools	Middle Schools	High Schools	Colleges/Universities
Number of Schools	18	4	6	1

How many law enforcement personnel are within your Organization/Agency?

64

Does your Organization/Agency have specifically designated traffic enforcement personnel who conduct driving under the influence (DUI) enforcement operations?

- ○ Yes
- ◉ No

How often does your Organization/Agency conduct DUI enforcement activities (ex: DUI Saturation Patrols, DUI Checkpoints)?

	Weekly Average	Monthly Average	Yearly Average
Enforcement Activities	0	0	0

How many law enforcement personnel have attended Standard Field Sobriety Test (SFST), Advanced Roadside Impaired Driving Enforcement (ARIDE), and/or Drug Recognition Evaluator (DRE) training?

	SFST	ARIDE	DRE
Number of Trained Law Enforcement Personnel	4	1	2

How many certified DREs does your Organization/Agency currently have?

2

How many law enforcement personnel are certified SFST and/or DRE Instructors?

	SFST	DRE
Number of Certified Instructors	0	0

What in-service training does your Organization/Agency offer related to DUI/DUID?

TCSO currently offers Field Training related to DUI/DUID incidences.

Is training conducted at your Organization/Agency or at an alternate facility?

- ○ Within Organization/Agency
- ◉ Alternate Facility

Do law enforcement personnel participate in training with local city attorneys and/or district attorneys?

- ◉ Yes
- ○ No

Grant Funded Equipment

Have Cannabis Tax Fund Grant Program Grant Funds been utilized to purchase equipment (an acquisition cost of at least $5,000)?

- ○ Yes

◉ No

If yes, list EACH equipment item and fiscal year of the Grant Agreement.

EXAMPLE ONLY

FY21-22 = Two Message Boards
FY22-23 = One DUI Vehicle

4. Project Description

Project Types: Please select project type(s) applicable to your Project.

☒ Law Enforcement Training
☒ Public Education and/or Prevention
☒ Enforcement Efforts

Provide a brief overview/synopsis (a paragraph) of the proposed Project. PLEASE DO NOT COPY AND PASTE TABLES IN FIELD - TYPE INFORMATION IN FIELD.

The Tehama County Sheriff's Office (TCSO) is committed to enhancing public safety by reducing impaired driving incidents within our community. With funding from the Cannabis Tax Fund Grant Program, TCSO will implement a comprehensive strategy focusing on community engagement and DUI enforcement. A core component of this strategy involves using SkyeBrowse to create immersive, virtual reality (VR) experiences of DUI crime scenes for educational purposes, particularly during community outreach events. Additionally, the funding would be utilized to purchase 1 unmanned, remotely piloted, powered aerial equipment used to capture and reconstruct DUI/DUID accident scenes, bolster DUI saturation patrols and pre-plan DUI checkpoints to maximize their effectiveness.

This project will address the identified needs through a multi-faceted approach:

- **VR DUI Education with SkyeBrowse:** TCSO will purchase the SkyeBrowse package, which includes 2 VR goggles. This equipment will be used to create realistic VR experiences of DUI crash scenes. These VR experiences will be showcased at community events to educate residents on the dangers and potential consequences of impaired driving.
- **DUI/DUID Accident Documentation:** TCSO will purchase one unmanned, remotely piloted, powered aerial equipment. This equipment will be used to improve the current accident documentation techniques by being able to capture a 360 aerial view of an accident caused by a DUI/DUID.
- **Increased DUI Enforcement:** TCSO will conduct targeted DUI saturation patrols and checkpoints, focusing on areas with high DUI incident rates and proximity to cannabis dispensaries.
- **Community Outreach and Education:** TCSO will actively participate in community events, including the Safety Fair at Lake California, education events at local schools, the health fair at Rolling Hills Casino, the Tehama County Emergency Preparedness and Resource Fair, the Tehama County District Fair, the Annual Chili Cook Off and Car Show, and many other community events to disseminate information about impaired driving prevention.
- **Officer Training:** TCSO will invest in advanced DUI training for its deputies, sending one deputy to DUI instructor school and two deputies to Drug Recognition Expert (DRE) school. The deputy attending DUI instructor school will be attending the course taught by CA Highway Patrol (CHP) in Folsom, CA 95630. The two deputies attending DRE school will be attending the course taught by CHP in Fairfield, CA.

5. Problem Statement & Proposed Solution

Clearly identify the problem/need (Problem Statement) in your local community that will be addressed by the Project. Then, clearly identify the Proposed Solution to address the problem/need. If applicable, provide recent and high-level statistical data that directly supports the problem/need in your local community. PLEASE DO NOT COPY AND PASTE TABLES IN FIELD - EITHER TYPE INFORMATION IN FIELD OR ATTACH DOCUMENT.

Impaired driving continues to pose a significant threat to the safety and well-being of Tehama County residents. While TCSO actively participates in the "Avoid the 5" program, our DUI arrest rate is currently low due to the transfer of many cases to the California Highway Patrol because of lack of funding. TCSO does not currently have the funds for law enforcement to conduct DUI saturation patrols or attend SFST, ARIDE or DRE trainings. To address this, TCSO aims to enhance its DUI enforcement capabilities and increase public awareness of the dangers of impaired driving.

Specifically, there is a need to:

- Enhance community understanding of the consequences of DUI.
- Improve DUI/DUID accident documentation technology.
- Improve pre-planning and execution of DUI saturation patrols and checkpoint

Statistical Data/Report(s)

6. Performance Measures/Scope of Work

Detail EACH Project activity/item below, which will serve as your goals and objectives for the Project. For EACH goal/objective, include estimated timelines (ex: monthly, quarterly), quantitative measurements (ex: reduction of DUI/DUID by %), and justification detailing how it will enhance/support the Project. NOTE: These goals and objectives must be consistent with the Budget. PLEASE DO NOT COPY AND PASTE TABLES IN FIELD - TYPE INFORMATION IN FIELD.

- **Goal 1:** Enhance community understanding of the consequences of DUI.

  Throughout the year Tehama County Sheriff's Office (TCSO) participates on average in 10 - 15 public events that will be greatly benefited by the integration of the DUI Awareness Seminar. By integrating the DUI Awareness Seminar into already existing community events the TCSO will be able to guarantee a successful attendance rate. The DUI Instructor will be discussing the laws and consequences of DUI/DUID's and the Deputy Coroner will be discussing the effects of alcohol and drugs on the body and how long they stay present in the body at the DUI Awareness Seminar's. Depending on the size of the event, an additional deputy will facilitate the Skyebrowse Virtual Reality portion of the seminar. The Skyebrowse VR with allow the user to experience a realistic walk through of a DUI accident, with the target audience being 13+, all disturbing images will be blurred.

  DUI Awareness Seminars will be held at the following community events:

  - 8th Grade Career Day - Average Attendees - 600
  - Corning High School Career Day - Average Attendees - 300
  - Health Care Coalition – Monthly Event - Average Attendees - 150
  - Tribal Local OPIOID Coalition – Monthly - Average Attendees - 100
  - Los Molinos High School Career Day – 3/7 - Average Attendees - 50
  - Red Bluff Union High School Career Day – 3/11 - Average Attendees - 400
  - Children's Fair – 4/5 - Average Attendees - 600
  - Tehama District Fair – 5/1-5/4 - Average Attendees - 25,000
  - Special Olympics – 5/6 Average Attendees - 200
  - Lake California Safety Fair – 5/17 - Average Attendees - 500
  - Happy Healthy Summer – 5/31 - Average Attendees - 500
  - Manton Safety Festival – 6/10 - Average Attendees - 200
  - Greenville Rancheria Safety Fair – 6/22 - Average Attendees - 500
  - Operation Day Water (Anti BUI) – 7/4-7/6 - Average Attendees - 500
  - Emergency Preparedness Fair – 9/12 - Average Attendees - 500
  - Manton Apple Festival – 10/4 - Average Attendees - 3,000
  - RHC Health & Wellness Fair – 10/30 - Average Attendees - 200

  This is not a comprehensive list of community events, there are smaller community organizations such as churches, boys scouts and local clubs that reach out to the Tehama County Sheriff's Office for educational seminars.

  Quarterly Timeline

  Q1: Hold educational seminars at community events utilizing SkyeBrowse VR experience.
  Q2: Hold educational seminars at community events utilizing SkyeBrowse VR experience.
  Q3: Hold educational seminars at community events utilizing SkyeBrowse VR experience.
  Q4: Hold educational seminars at community events utilizing SkyeBrowse VR experience, attend at least 10 community events by June 30, 2026.

- **Goal 2:** Improve the effectiveness of DUI saturation patrols and checkpoints.

Tehama County Sheriff's Office (TCSO) is committed to improving its DUI/DUID response and preventive measures by having properly trained Deputies and by holding DUI check points and saturation patrols. The DUI check points and saturation patrols will be held during the community events and holiday weekends that are listed below.

Community Events

- Red Bluff Round Up - April
- Tehama District Fair - 5/1-5/4
- Monster Trucks - October

Holiday Weekends

- Memorial Day 5/23-5/26
- July 4th
- Labor Day 8/29-9/1
- New Years Eve

Quarterly Timeline

Q1: One deputy attends DUI Instructor Training and two Deputy's attend Drug Recognition Expert Training. Conduct pre-planning for at least seven DUI saturation patrols and seven DUI checkpoints. Conduct at least one DUI saturation patrol and DUI checkpoint.
Q2: Conduct at least one DUI saturation patrol and DUI checkpoint.
Q3: Conduct at least one DUI saturation patrol and DUI checkpoint.
Q4: Conduct at least one DUI saturation patrol and DUI checkpoint using.

- **Goal 3:** Improve DUI/DUID educational awareness presentation equipment and accident documentation technology by purchasing Skyebrowse Virtual Realty and one unmanned, remotely piloted, powered aerial equipment.

Tehama County Sheriff's Office will be using the Skyebrowse VR only for community educational events and has paired the requested set down from 5 to 2 sets. The Skyebrowse VR will be an effective modern educational tool because it will catch the interest of the public and it allows them to experience the real consequences of driving under the influence of drugs and alcohol. The one unmanned, remotely piloted, powered aerial equipment will be only used to capture a 360 aerial view of DUI/DUID accidents that will be then viewed through the Skyebrowse VR set after being edited for safe public viewing.

Quarterly Timeline

Q1: Order SkyeBrowse VR experience and and the one unmanned, remotely piloted, powered aerial equipment.
- **Q2:** Hold educational seminars at community events utilizing SkyeBrowse VR experience and utilize equipment on all DUI/DUID accidents.

Q3: Hold educational seminars at community events utilizing SkyeBrowse VR experience and utilize equipment on all DUI/DUID accidents.
Q4: Hold educational seminars at community events utilizing SkyeBrowse VR experience and utilize equipment on all DUI/DUID accidents.

EXAMPLE ONLY

16 DUI Saturation Patrols (Q1 = 4, Q2 = 4, Q3 = 4, Q4 = 4): Aim to reduce DUI/DUID deaths by 10%, which will improve roadway safety in the community.

2 DUI Checkpoints (Q2 = 1, Q4 = 1): Aim to reduce DUI/DUID by 15%, which will reduce the number of impaired drivers in the community.

4 Message Boards for DUI Checkpoints and Educational Messaging (Q1 = Purchase, Q2 = Receive, Q2-Q4 = Use to complete DUI Checkpoints and education): We will utilize the Message Boards to notify the public of an approaching DUI Checkpoint. In between DUI Checkpoints, we will display educational messaging against driving under the influence.

4 Educational Presentations at local high schools (Q1 = 1, Q2 = 1, Q3 = 1, Q4 = 1): Aim to contact at least 100

students each quarter to increase awareness of driving under the influence. The presentations will educate students on the implications of driving impaired.

7. Project Performance Evaluation

Provide the method of evaluation to show Project effectiveness and positive impact(s) on the community. These strategies shall include captured quantitative/qualitative data and a communication plan to share Project results with both internal and external stakeholders. PLEASE DO NOT COPY AND PASTE TABLES IN FIELD - TYPE INFORMATION IN FIELD.

The success of this project will be measured through the following performance indicators:

- Number of residents who participate in the SkyeBrowse VR experience at community events
- Feedback from community members who experience the VR simulation, gathered through surveys and interviews.
- Increased report clarity due to updated technology being used to document accident scenes.
- Number of DUI saturation patrols and checkpoints conducted with SkyeBrowse pre-planning.
- Changes in DUI arrest rates following the implementation of the project.
- Reduction in traffic collisions related to impaired driving.

TCSO will submit quarterly progress reports to the CHP, detailing the project's activities, performance data, and any challenges encountered.

8. Program Sustainability

Describe the plan for reducing reliance on future grant funding. Include a summary and timeframe to continue efforts when grant funds are either not available or significantly reduced. PLEASE DO NOT COPY AND PASTE TABLES IN FIELD - TYPE INFORMATION IN FIELD.

TCSO is committed to sustaining the benefits of this project beyond the grant period. We will explore opportunities to integrate the SkyeBrowse VR experience into our ongoing community outreach efforts and seek additional funding sources to support DUI enforcement activities.

9. Administrative Support

Describe the administrative support, including the Organization/Agency's grant experience, personnel, and physical resources needed to successfully implement the Project. PLEASE DO NOT COPY AND PASTE TABLES IN FIELD - TYPE INFORMATION IN FIELD.

The Tehama County Sheriff's office has been receiving grant funding from multiple grant sources for many years that has helped the Sheriff's Office better serve the citizens of Tehama County and fill the funding gaps that come with serving in a rural community. A staff member has been assigned specifically to manage the grants to ensure projects are completed during the performance period and that all reporting requirements are completed accurately and in a timely manner. The grants manager actively communicates with grant analyst during performance periods, department leadership, and other county agencies to make sure that funds are being spent efficiently and timely.

10. Other Grant Programs

Impaired Driving Enforcement Funding

Has your Organization/Agency previously received grant funding for impaired driving enforcement?

☒ Yes
☐ No

If yes, detail the outcome. PLEASE DO NOT COPY AND PASTE TABLES IN FIELD - TYPE INFORMATION IN FIELD.

TCSO participates in the "Avoid the 5" program, which supports our overall DUI enforcement efforts. This Cannabis Tax Fund Grant will complement the "Avoid the 5" program by providing resources for community education and advanced DUI training.

Other Grant Programs

Has or will your Organization/Agency submit a proposal to another grant program for this Project (ex: funds for the same components as this Project, or for similar/related components that will be completed during the same time period as this Project)?

☐ Yes
☒ No

If yes, detail the granting Organization/Agency. In addition, clearly distinguish which tasks would be funded by the CTFGP and which tasks would be funded by another Organization/Agency. PLEASE DO NOT COPY AND PASTE TABLES IN FIELD - TYPE INFORMATION IN FIELD.

Are any personnel dedicated to this Project funded by other sources/grants?

☐ Yes
☒ No

If yes, detail which source/grant. PLEASE DO NOT COPY AND PASTE TABLES IN FIELD - TYPE INFORMATION IN FIELD.

11. Terms and Conditions

By submitting your Grant Application, you agree to the following Terms and Conditions:

I certify, under penalty of perjury, that the information I entered in this Grant Application is true and complete to the best of my knowledge. I further understand that any false, incomplete, or incorrect statements may result in my disqualification from the grant process or dismissal from receiving grants funded by the California Highway Patrol (CHP), Cannabis Tax Fund Grant Program. I authorize the California Highway Patrol, Cannabis Grants Unit (CGU), to investigate referenced documents or other documents submitted to the program to check the accuracy of the information provided.

I agree with the Request for Application, the above Terms and Conditions, and the California Code of Regulations, Title 13, Division 2, Chapter 13, Sections 1890.00 through 1890.27.

☒ I Agree

When using the GMS (AmpliFund), I authorize the state to take my requested action by an electronic means and authorize the state to accept the combination of my User ID and password in lieu of my written signature.

☒ I Agree

My password is unique to me and is to remain confidential. I will not allow other individuals to use my User ID and password to access the GMS (AmpliFund).

☒ I Agree

It is my responsibility to maintain the confidentiality of GMS (AmpliFund) information.

☒ I Agree

Once I submit the Grant Application, I am unable to add, edit, or delete any Grant Application information.

☒ I Agree

Confidentiality Notice: All documents submitted as a part of the Cannabis Tax Fund Grant Program Grant Application are public documents and may be subject to a request pursuant to the California Public Records Act. The CHP, CGU, cannot ensure the confidentiality of any information submitted in or with this Grant Application (Gov. Code, § 6250 et seq.).

☒ I Agree

Generated Income Disclaimer: There will be no program income generated from this grant. Nothing in this Grant Application shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations, in pursuance of the goals and objectives. Although special emphasis will be placed upon violations specific to this Grant Application, appropriate enforcement action will be taken for all observed violations.

☒ I Agree

Financial Information System for California Government Agency Taxpayer ID (FI$Cal Form)

A FI$Cal Form is required for reimbursement. If the Grant Applicant does not have a completed FI$Cal Form at final Grant Application submission time, the Grant Applicant may submit the completed FI$Cal Form via email to CGU prior to execution of the Grant Agreement. NOTE: The “Remit-To Address" on the FI$Cal Form MUST match the “Official Address to Receive Reimbursement Payment” you entered in Form #1. Organization/Agency Representative. This address shall be the official address on file with FI$Cal and the State Controller’s Office (SCO) to receive warrants (Reimbursement Request Payments). Forms are located on the Cannabis Tax Fund Grant Program's website at https://www.chp.ca.gov/programs-services/programs/cannabis-tax-fund-grant-program.

☒ I Agree

FI$Cal Form

Fi$cal_TaxPayor_ID_Form.pdf

City Council or County Resolution

A county, city, district, or other public body shall provide a copy of a resolution, order, motion, or ordinance of local governing body, which by law has the authority to enter into an agreement authorizing execution of a Grant Agreement. If the Grant Applicant does not have a signed resolution at final Grant Application submission time, the Grant Applicant may submit a signed resolution via email to CGU prior to execution of the Grant Agreement. NOTE: The resolution MUST explicitly state the Organization/Agency has delegated authority to enter into a Grant Agreement for the requested amount.

☒ I Agree

Budget

Proposed Budget Summary

Expense Budget

		Grant Funded	Total Budgeted
Personnel			
	Community Events - Education Seminars	$11,082.24	$11,082.24
	DUI Check Point	$6,825.84	$6,825.84
	DUI Saturation Patrol	$6,825.84	$6,825.84
	Local Schools - Educational Seminars	$3,900.48	$3,900.48
	Subtotal	**$28,634.40**	**$28,634.40**
Travel			
	Deputy Sheriff - Training	$5,000.00	$5,000.00
	Subtotal	**$5,000.00**	**$5,000.00**
Equipment			
	SkyeBrowse VR Package	$35,999.98	$35,999.98
	Unmanned, Remotely Piloted, Powered Aerial Equipment	$13,698.99	$13,698.99
	Subtotal	**$49,698.97**	**$49,698.97**
	Total Proposed Cost	**$83,333.37**	**$83,333.37**

Revenue Budget

		Grant Funded	Total Budgeted
Grant Funding			
	Award Requested	$83,333.37	$83,333.37
	Subtotal	**$83,333.37**	**$83,333.37**
	Total Proposed Revenue	**$83,333.37**	**$83,333.37**

Proposed Budget Detail

See attached spreadsheet.

Proposed Budget Narrative

Personnel

Costs may include compensation for wages, such as overtime, and benefits (annual leave and sick leave) for work

directly related to, and consistent with, the Project. Personnel hours will be awarded based on the number of CTFGP grant-funded Project activities approved by CGU. To be eligible for reimbursement, personnel services must occur within the Project Performance Period. Please note, full salary positions are not allowed. Itemize separate Budget line items by Project activity (ex: one Budget line item for DUI Saturation Patrol; one Budget line item for DUI Checkpoint). Combine wages and benefits in the same Budget line item for each Project activity. For EACH Budget line item, the narrative shall include the below: * Number of times Project activity will occur * Classification(s) working Project activity * Rate of pay for each classification working Project activity (notate regular or overtime pay) * Number of hours for each classification working Project activity EXAMPLE 16 DUI Saturation Patrols = $9,600 2 Officers per patrol / Officer = OT $60 per hour 5 hours per patrol / 80 hours per Officer / 160 hours Note: If engaging in CTFGP grant-funded Saturation Patrols, DUI Checkpoints, or other enforcement activities in areas where the applicant does not have primary traffic jurisdiction, the applicant should consult with the agency having primary traffic jurisdiction.

DUI Saturation Patrol

7 DUI Saturation Patrols = 6,825.84 - 2 Deputy's per patrol = OT $60.945 per hour 8 hours per patrol / 56 hours per Deputy (OT Rate does not include benefits)

DUI Check Point

7 DUI Check Points = 6,825.84 - 2 Deputy's per patrol = OT $60.945 per hour 8 hours per patrol / 56 hours per Deputy (OT Rate does not include benefits)

Local Schools - Educational Seminars

4 Educational Seminars = 3,900.48 - 2 Officers per patrol = OT $60.945 per hour 8 hours per patrol / 32 hours per officer (OT Rate does not include benefits)

Community Events - Education Seminars

13 Community Events = $18,008.64 - 2 Deputy per event = OT $60.945 per hour 8 hours per event / 104 hours per Deputy = 208 hours total, total per Deputy's - $6,338.28, total for both Deputy's = $12,676.56 & 1 Deputy Coroner per event = OT $51.27 per hour 8 hours per event / 104 hours total per Coroner = $5,332.08 (OT Rate does not include benefits)

Travel

Costs may include travel associated with approved in-state and out-of-state Project-related conferences, seminars, workshops, and trainings. The most economical mode of travel, in terms of direct expenses to the Project, must be used. Out-of-state travel is only allowed in exceptional situations. Trainings must be pre-approved by CGU prior to travel. To be eligible for reimbursement, travel must occur within the Project Performance Period. Travel expenses for all Grant Applicants shall follow the policy established by the State of California for its employees regarding travel reimbursement and shall not exceed the rates paid to exempted, excluded, and represented State of California employees. For maximum allowed per diem rates, including meals and lodging, please visit the California Department of Human Resources (CalHR) website: https://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx. Itemize separate Budget line items for each trip. For EACH trip (if applicable), the narrative shall include the below: * Trip name/location * Classification of individual(s) traveling * Project-related transportation costs (ex: mileage) * Per diem (meals) * Lodging EXAMPLE SFST Training = $616 Sacramento, CA 2 Officers Mileage = $30 each way / 2 ways = $60 Per diem = $59 per day / 5 days = $236 Lodging = $145 per night + taxes / 1 night = $320

Deputy Sheriff - Training

We are sending three Deputy Sheriff Officers to DUI advance training. One Deputy will be attending instructor school and the other two will be attending DRE schooling. Two Deputy's will be attending DRE Training in Fairfield, CA. One Deputy will attend a CHP DUI Instructor school in Folsom, CA. Deputy Sheriff regular time wages are 40.63/Overtime Rate is 60.945, these wages do not include benefits.

Equipment

Costs may include non-expendable, tangible, personal property having a normal useful life of more than one year,

and an acquisition cost of at least $5,000 (ex: four identical assets, which cost $1,250 each, for a total of $5,000, are not considered an equipment purchase). Equipment shall be directly related and necessary to complete CTFGP grant-funded activities included in the Project. Equipment should be purchased at the beginning of the Project Performance Period to ensure it is utilized when completing corresponding Project activities. If requesting equipment, the Project shall contain a correlating CTFGP grant-funded Project activity (ex: Message Board for DUI Checkpoints). To be eligible for reimbursement, equipment must be purchased and received within the Project Performance Period. Itemize separate Budget line items for each Equipment item. For EACH Budget line item, the narrative shall include the below: * Description of equipment item * Quantity * Unit cost and total cost EXAMPLE DUI/DUID Trailer=$10,000 Note: If requesting a vehicle, the requestor shall only request to outfit the vehicle with the standard equipment similar to the rest of the vehicle fleet.

SkyeBrowse VR Package

The Enterprise VR Package comprises of advanced virtual simulations package for creating detailed reality scenarios for community events and pre-plans for DUI checkpoints. Includes one (1) VR headset, connectivity for one (1) SkyeBrowse virtual simulations suite, delivery, implementation, training, customer support, unlimited data storage, unlimited maintenance, repairs, and battery replacements. = 17,999.99 per Package x 2 Packages = 35,999.98

Unmanned, Remotely Piloted, Powered Aerial Equipment

Unmanned, Remotely Piloted, Powered Aerial Equipment x 1 = $13,698.99

E-Contract Review
Approval as to Form

Department Name: Tehama County Sheriff's Office

Vendor Name: Board of Supervisors

Document Description: Resolution authorizing acceptance of grant funds

APPROVED AS TO FORM:

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

Date: 7/2/25

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
601 North 7th Street
Sacramento, CA 95811
(916) 843-4360
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)

June 13, 2025

File No.: 060.17344.17369

Jennifer Crane
Tehama County Sheriff's Office
PO Box 729
Red Bluff, CA 96080

Dear Ms. Crane:

On behalf of the California Highway Patrol (CHP), it is my pleasure to inform you, the Tehama County Sheriff's Office, is conditionally approved for Cannabis Tax Fund Grant Program (CTFGP) funding in the amount of $72,798.43. The purpose of this grant funding is to help your agency reduce and mitigate the impacts of impaired driving in your community.

All grant awards, including any adjustments to requested funding, were made by the Department based on the merits of the Grant Application, scale of operation, and in accordance with the Request for Application (RFA) requirements and associated regulations.

The official Grant Agreement for signature is forthcoming. In order to execute your Grant Agreement, please provide documentation from a local governing body, authorizing your organization to receive this grant funding, to the Cannabis Grants Unit, by email at CGUGrants@chp.ca.gov, as soon as possible. Refer to California Code of Regulations Title 13, Division 2, Chapter 13, Section 1890.13(g) for additional information.

The CHP looks forward to partnering with you and your agency on this project in an effort to make California's roadways a safer place to travel. If you have any questions, please feel free to contact the Cannabis Grants Unit at (916) 843-4360.

Sincerely,

M. W. HEADRICK, Chief
Enforcement and Planning Division

Award Number
23519

1. GRANT TITLE
FY25/26 CTFGP Law Enforcement - Tehama County Sheriff's Office

2. NAME OF ORGANIZATION/AGENCY
Tehama County Sheriff's Office

3. ORGANIZATION/AGENCY SECTION TO ADMINISTER GRANT

4. PROJECT PERFORMANCE PERIOD
From: 07/01/2025 To: 06/30/2026

5. PURCHASE ORDER NUMBER

6. GRANT OPPORTUNITY INFORMATION DESCRIPTION
Law Enforcement grants provide financial assistance to allied agencies for the education, prevention, and the enforcement of laws related to driving under the influence of alcohol and other drugs, including cannabis and cannabis products.

The intent of the program is to educate the public regarding the dangers of impaired driving, enforce impaired driving laws on the roadway, and improve the Organization/Agency's effectiveness through training and development of new strategies.

7. FUNDS ALLOCATED UNDER THIS GRANT AGREEMENT SHALL NOT EXCEED $72,798.43

8. TERMS AND CONDITIONS
The Grantee agrees to complete the Project, as described in the Project Description. The Grantee's Grant Application, and the California Code of Regulations, Title 13, Division 2, Chapter 13, Sections 1890.00-1890.27, are hereby incorporated into this Grant Agreement by reference.

The parties hereto agree to comply with the Terms and Conditions of the following attachments:

- Schedule A – Project Description, Problem Statement, Goals and Objectives, and Method of Procedure
- Schedule B – Detailed Budget Estimate
- Schedule B-1 – Budget Narrative

We, the officials named below, hereby swear, under penalty of perjury under the laws of the State of California, that we are duly authorized to legally bind the Grant recipient to the above-described Grant Terms and Conditions.

IN WITNESS WHEREOF, this Grant Agreement is executed by the parties hereto.

9. APPROVAL SIGNATURES

A. AUTHORIZED OFFICIAL OF ORGANIZATION/AGENCY
Name: Dave Kain
Title: Sheriff-Coroner
Phone: (530) 529-7950

Address: 22840 Antelope Boulevard
Red Bluff, CA 96080

E-Mail: dkain@tehamaso.org

_____ _____
(Signature) *(Date)*

B. AUTHORIZED OFFICIAL OF CHP
Name: Andrew Beasley Phone: (916) 843-4360
Title: Captain Fax: (916) 322-3169

Address: 601 North 7th Street
Sacramento, CA 95811

E-Mail: ABeasely@chp.ca.gov

_____ _____
(Signature) *(Date)*

C. ACCOUNTING OFFICER OF CHP
Name: M. V. Fojas Phone: (916) 843-3531
Title: Commander Fax: (916) 322-3159

Address: 601 North 7th Street
Sacramento, CA 95811

E-Mail: Michelle.Fojas@chp.ca.gov

_____ _____
(Signature) *(Date)*

10. AUTHORIZED FINANCIAL CONTACT TO RECEIVE REIMBURSEMENT PAYMENTS

Name: Nickoli Brummond
Title: Fiscal Analyst
Phone: (530) 529-7950

Address: PO Box 729
Red Bluff, CA 96080

TERMS AND CONDITIONS

Grantee shall comply with the California Code of Regulations, Title 13, Division 2, Chapter 13 Section 1890, et seq. and all other Terms and Conditions noted in this Grant Agreement. Failure by the Grantee to comply may result in the termination of this Grant Agreement by the California Highway Patrol (hereafter referred to as State). The State will have no obligation to reimburse the Grantee for any additional costs once the Grant Agreement has been terminated.

A. EXECUTION

1. The State (the California Highway Patrol) hereby awards, to the Grantee, the sum of money stated on page one of this Grant Agreement. This funding is awarded to the Grantee to carry out the Project set forth in the Project Description and the terms and conditions set forth in this Grant Agreement.

2. The funding for this Grant Agreement is allocated pursuant to California Revenue and Taxation Code Section 34019(f)(3)(B). The Grantee agrees that the State's obligation to pay any sum under this Grant Agreement is contingent upon availability of funds disbursed from the California Cannabis Tax Fund to the State. If there is insufficient funding, the State shall have the option to either: 1) terminate this Grant Agreement; whereby, no party shall have any further obligations or liabilities under this Grant Agreement, or 2) negotiate a Grant Agreement Amendment to reduce the grant award and scope of work to be provided under this Grant Agreement.

3. The Grantee is not to commence or proceed with any work in advance of receiving notice that the Grant Agreement is approved. Any work performed by the Grantee in advance of the date of approval by the State shall be deemed volunteer work and will not be reimbursed by the State.

4. The Grantee agrees to provide any additional funding, beyond what the State has agreed to provide, pursuant to this Grant Agreement, and necessary to complete or carry out the Project, as described in this Grant Agreement. Any modification or alteration of this Grant Agreement, as set forth in the Grant Application submitted by the Grantee and on file with the State, must be submitted in writing thirty (30) calendar days in advance to the State for approval.

5. The Grantee agrees to complete the Project within the timeframe indicated in the Project Performance Period, which is on page one of this Grant Agreement.

B. PROJECT ADMINISTRATION

1. The Grantee shall submit all reimbursements, progress, performance, and/or other required reports concerning the status of work performed in furtherance of this Grant Agreement on a quarterly basis, or as requested by the State.

2. The Grantee shall provide the State with a final report showing all Project expenditures, which includes all State and any other Project funding expended, within sixty (60) calendar days after completion of this Grant Agreement.

3. The Grantee shall ensure all equipment which is purchased, maintained, operated, and/or developed is available for inspection by the State.

4. Equipment purchased through this Grant Agreement shall be used for the education, prevention, and enforcement of impaired driving laws, unless the Grantee is funding a portion of the purchased price not dedicated to impaired driving and that portion is not part of the Project costs. Equipment purchased under this Grant Agreement must only be used for approved Project-related purposes, unless otherwise approved by the State in writing.

5. Prior to disposition of equipment acquired under this Grant Agreement, the Grantee shall notify the State via e-mail, and by telephone, by calling the California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit at (916) 843-4360.

TERMS AND CONDITIONS

C. PROJECT TERMINATION

1. Grantee or the State may terminate this Grant Agreement at any time prior to the commencement of the Project. Once the Project has commenced, this Grant Agreement may only be terminated if the party withdrawing provides thirty (30) calendar days written notice of their intent to withdraw.

    a. If by reason of force majeure the performance hereunder is delayed or prevented, then the term end date may be extended by mutual consent for the same amount of time of such delay or prevention. The term “force majeure” shall mean any fire, flood, earthquake, or public disaster, strike, labor dispute or unrest, embargo, riot, war, insurrection or civil unrest, any act of God, any act of legally constituted authority, or any other cause beyond the Grantee’s control which would excuse the Grantee’s performance as a matter of law.

    b. Grantee agrees to provide written notice of an event of force majeure under this Grant Agreement within ten (10) calendar days of the commencement of such event, and within ten (10) calendar days after the termination of such event, unless the force majeure prohibits Grantee from reasonably giving notice within this period. Grantee will give such notice at the earliest possible time following the event of force majeure.

2. Any violations of law committed by the Grantee, misrepresentations of Project information by the Grantee to the State, submission of falsified documents by the Grantee to the State, or failure to provide records by the Grantee to the State when requested for audit or site visit purposes may be cause for termination. If the Project is terminated for the reasons described in this paragraph, the State will have no obligation to reimburse the Grantee for any additional costs once the Grant Agreement has been terminated.

3. The State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein provided. Furthermore, the Grantee, upon termination, shall return grant funds not expended by the Grantee as of the date of termination.

4. If this Grant Agreement is terminated, the State may choose to exclude the Grantee from future Grant Opportunities.

D. FINANCIAL RECORDS

1. The Grantee agrees the State, or their designated representative, shall have the right to review and to copy all records and supporting documentation pertaining to the performance of this Grant Agreement. Grantee agrees to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated or required by law. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Furthermore, the Grantee agrees to include a similar right for the State to audit all records and interview staff in any subcontract related to performance of this Grant Agreement.

E. HOLD HARMLESS

1. The Grantee agrees to indemnify, defend, and save harmless the State, its officials, agents and employees from any and all claims and losses accruing or resulting to any and all Grantee’s staff, contractors, subcontractors, suppliers, and other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, agency, firm, corporation who may be injured or damaged by the Grantee in performance of this Grant Agreement.

F. NONDISCRIMINATION

1. The Grantee agrees to comply with State and federal laws outlawing discrimination, including, but not limited to, those prohibiting discrimination because of sex, race, color, ancestry, religion, creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer or genetic characteristics), sexual orientation, political affiliation, position in a labor dispute, age, marital status, and denial of statutorily-required employment-related leave. (GC 12990 [a-f] and CCR, Title 2, Section 8103.)

G. AMERICANS WITH DISABILITIES ACT

1. The Grantee assures the State it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

H. DRUG-FREE WORKPLACE

1. The Grantee shall comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

    a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

    b. Establish a Drug-Free Awareness Program to inform employees about:

        i. The dangers of drug abuse in the workplace.

        ii. The person's or Organization/Agency's policy of maintaining a drug-free workplace.

        iii. Any available counseling, rehabilitation, and employee assistance programs.

        iv. Penalties that may be imposed upon employees for drug abuse violations.

    c. Every employee who works on the Project will:

        i. Receive a copy of the company's drug-free workplace policy statement.

        ii. Agree to abide by the terms of the company's statement as a condition of employment on the Grant Agreement.

2. Failure to comply with these requirements may result in suspension of payments under this Grant Agreement, or termination of this Grant Agreement, or both, and Grantee may be ineligible for award of any future Grant Agreements if the department determines that any of the following has occurred:

    a. The Grantee has made false certification or violated the certification by failing to carry out the requirements, as noted above. (GC 8350 et seq.)

I. LAW ENFORCEMENT AGENCIES

1. All law enforcement Organization/Agency/Agency Grantees shall comply with California law regarding racial profiling. Specifically, law enforcement Organization/Agency/Agency Grantees shall not engage in the act of racial profiling, as defined in California Penal Code Section 13519.4.

TERMS AND CONDITIONS

J. LABOR CODE/WORKERS' COMPENSATION

1. The Grantee is advised and made aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Grant Agreement, (refer to Labor Code Section 3700).

K. GRANT APPLICATION INCORPORATION

1. The Grantee agrees the Grant Application and any subsequent changes or additions approved or required by the State is hereby incorporated into this Grant Agreement.

L. STATE LOBBYING

1. The Grantee is advised that none of the funds provided under this Grant Agreement may be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a state official, whose salary is supported by this Grant Agreement, from engaging in direct communications with the state or local legislative officials, in accordance with customary state and/or local practice.

M. REPRESENTATION AND WARRANTIES

1. The Grantee represents and warrants that:

    a. It is validly existing and in good standing under the laws of the State of California, has, or will have the requisite power, authority, licenses, permits, and the like necessary to carry on its business as it is now being conducted and as contemplated in this Grant Agreement, and will, at all times, lawfully conduct its business in compliance with all applicable federal, state, and local laws, regulations, and rules.

    b. It is not a party to any Grant Agreement, written or oral, creating obligations that would prevent it from entering into this Grant Agreement or satisfying the terms herein.

    c. If the Grantee is a Nonprofit Organization/Agency, it will maintain its “Active” status with the California Secretary of State, maintain its “Current” status with the California Attorney General’s Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status. If the Grantee subcontracts with a Nonprofit as part of this Grant Agreement, the Grantee shall ensure the Nonprofit will maintain its “Active” status with the California Secretary of State, maintain its “Current” status with the California Attorney General’s Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status.

    d. All of the information in its Grant Application and all materials submitted are true and accurate.

N. AIR OR WATER POLLUTION VIOLATION

1. Under the state laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

O. GRANTEE NAME CHANGE

1. Grantee agrees to immediately inform the State, in writing, of any changes to the name of the person within the Organization/Agency/Agency with delegated signing authority.

2. An Amendment is required to change the Grantee's name, as listed on this Grant Agreement. Upon receipt of legal documentation of the name change, the State will process the Amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said Amendment.

P. RESOLUTION

1. A county, city, district, or other local public body shall provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body, which by law, has authority to enter into a Grant Agreement, authorizing execution of the Grant Agreement.

Q. PAYEE DATA RECORD FORM STD. 204

1. This form shall be completed by all non-governmental Grantees.

R. FINANCIAL INFORMATION SYSTEM FOR CALIFORNIA GOVERNMENT AGENCY TAXPAYER ID FORM

1. This form shall be completed by all Grantees.

S. CONFLICT OF INTEREST

1. This section serves to make the Grantee aware of specific provisions related to current or former state employees. If Grantee has any questions regarding the status of any person rendering services or involved with the Grant Agreement, the Grantee shall contact the State (California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit) immediately for clarification.

2. Current State Employees:

    a. No officer or employee shall engage in any employment, activity, or enterprise, from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required, as a condition of regular state employment.

    b. No officer or employee shall contract on their own behalf, as an independent Grantee, with any state agency to provide goods or services.

3. Former State Employees:

    a. For the two-year period from the date they left state employment, no former state officer or employee may enter into a contract in which they engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to this Grant Agreement while employed in any capacity by any state agency.

    b. For the 12-month period from the date they left state employment, no former state officer or employee may enter into a contract with any state agency if they were employed by that state agency in a policy-making position in the same general subject area as the proposed Grant Agreement within the 12-month period prior to their leaving state service.

4. The authorized representative of the Grantee Organization/Agency, named within this Grant Agreement, warrants their Organization/Agency and its employees have no personal or financial interest and no present or past employment or activity, which would be incompatible with

participating in any activity related to this Grant Agreement. For the duration of this Grant Agreement, the Organization/Agency and its employees will not accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is associated with this Grant Agreement.

5. The Grantee Organization/Agency and its employees shall not disclose any financial, statistical, personal, technical, media-related, and/or other information or data derived from this Grant Agreement, made available for use by the State, for the purposes of providing services to the State, in conjunction with this Grant Agreement, except as otherwise required by law or explicitly permitted by the State in writing. The Grantee shall immediately advise the State of any person(s) who has access to confidential Project information and intends to disclose that information in violation of this Grant Agreement.

6. The Grantee will not enter into any Grant Agreement or discussions with third parties concerning materials described in paragraph five (5) prior to receiving written confirmation from the State that such third party has a Grant Agreement with the State, similar in nature to this one.

7. The Grantee warrants that only those employees who are authorized and required to use the materials described in paragraph 5 will have access to them.

8. If the Grantee violates any provisions in the above paragraphs, such action by the Grantee shall render this Grant Agreement void.

T. EQUIPMENT-USE TERMS

1. The Grantee agrees any equipment purchased under this Grant Agreement shall be used for impaired driving efforts.

2. Law Enforcement Projects:

   a. Oral Fluid Drug Screening Devices and Cannabis/Marijuana Breath Testing Equipment - The Grantee agrees to ensure all personnel using road-side drug testing equipment, including oral fluid drug testing devices and/or cannabis/marijuana breath testing devices, purchased with grant funds from this Grant Agreement, are trained to recognize alcohol and drug impairment. At a minimum, personnel using these devices should receive Standardized Field Sobriety Testing training. These personnel are also encouraged to attend Advanced Roadside Impaired Driving Enforcement and Drug Recognition Evaluator training. Prior to using these devices, the Grantee agrees to obtain permission from their local prosecutor's office, establish a policy ensuring appropriate use, and require the staff using these devices to receive appropriate training, which may include training from the manufacturer. This will help ensure the equipment is used appropriately. The Grantee shall advise the State (California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit) of any legal challenges or other items of significance that may affect the use or legal acceptance of these devices. Additionally, the State may request additional information about the performance of these devices, including information about their use, accuracy, and feedback from personnel using the devices.

   b. Law Enforcement Vehicles – The Grantee agrees any law enforcement vehicles purchased with Grant funds, from this Grant Agreement, will be primarily used for the enforcement of driving under the influence laws and/or providing public education, related to the dangers of driving under the influence. Additionally, any vehicle purchased using funds from this Grant Agreement shall comply with all California Vehicle Code and California Code of Regulation requirements. The State may require the Grantee to mark these vehicles with a decal and/or emblem, indicating the vehicle is used for driving under the influence enforcement.

Schedule A

Tehama County Sheriff's Office

All grant awards, including any adjustments to requested funding, were made by the Cannabis Grants Unit based on the merits of the Grant Application, scale of operation, and in accordance with the Request for Application (RFA) requirements and associated regulations. As a result, not all Project activities and items detailed in Schedule A are applicable. Refer to Schedule B - Detailed Budget Estimate for approved Budget line items and Project activities. Project activities and items that are not clearly identified/specified in the Grant Agreement must be submitted to and approved by CGU prior to purchase.

Project Description

The Tehama County Sheriff's Office (TCSO) is committed to enhancing public safety by reducing impaired driving incidents within our community. With funding from the Cannabis Tax Fund Grant Program, TCSO will implement a comprehensive strategy focusing on community engagement and DUI enforcement. A core component of this strategy involves using SkyeBrowse to create immersive, virtual reality (VR) experiences of DUI crime scenes for educational purposes, particularly during community outreach events. Additionally, the funding would be utilized to purchase 1 unmanned, remotely piloted, powered aerial equipment used to capture and reconstruct DUI/DUID accident scenes, bolster DUI saturation patrols and pre-plan DUI checkpoints to maximize their effectiveness.

This project will address the identified needs through a multi-faceted approach:

- **VR DUI Education with SkyeBrowse**: TCSO will purchase the SkyeBrowse package, which includes 2 VR goggles. This equipment will be used to create realistic VR experiences of DUI crash scenes. These VR experiences will be showcased at community events to educate residents on the dangers and potential consequences of impaired driving.
- **DUI/DUID Accident Documentation**: TCSO will purchase one unmanned, remotely piloted, powered aerial equipment. This equipment will be used to improve the current accident documentation techniques by being able to capture a 360 aerial view of an accident caused by a DUI/DUID.
- **Increased DUI Enforcement**: TCSO will conduct targeted DUI saturation patrols and checkpoints, focusing on areas with high DUI incident rates and proximity to cannabis dispensaries.
- **Community Outreach and Education**: TCSO will actively participate in community events, including the Safety Fair at Lake California, education events at local schools, the health fair at Rolling Hills Casino, the Tehama County Emergency Preparedness and Resource Fair, the Tehama County District Fair, the Annual Chili Cook Off and Car Show, and many other community events to disseminate information about impaired driving prevention.
- **Officer Training**: TCSO will invest in advanced DUI training for its deputies, sending one deputy to DUI instructor school and two deputies to Drug Recognition Expert (DRE) school. The deputy attending DUI instructor school will be attending the course taught by CA Highway Patrol (CHP) in Folsom, CA 95630. The two deputies attending DRE school will be attending the course taught by CHP in Fairfield, CA.

Problem Statement & Proposed Solution

Impaired driving continues to pose a significant threat to the safety and well-being of Tehama County residents. While TCSO actively participates in the "Avoid the 5" program, our DUI arrest rate is currently low due to the transfer of many cases to the California Highway Patrol because of lack of funding. TCSO does not currently have the funds for law enforcement to conduct DUI saturation patrols or attend SFST, ARIDE or DRE trainings. To address this, TCSO aims to enhance its DUI enforcement capabilities and increase public awareness of the dangers of impaired driving.

Specifically, there is a need to:

- Enhance community understanding of the consequences of DUI.
- Improve DUI/DUID accident documentation technology.
- Improve pre-planning and execution of DUI saturation patrols and checkpoint

Schedule A

Performance Measures/Scope of Work

Goal 1: Enhance community understanding of the consequences of DUI.
Throughout the year Tehama County Sheriff's Office (TCSO) participates on average in 10 - 15 public events that will be greatly benefited by the integration of the DUI Awareness Seminar. By integrating the DUI Awareness Seminar into already existing community events the TCSO will be able to guarantee a successful attendance rate. The DUI Instructor will be discussing the laws and consequences of DUI/DUID's and the Deputy Coroner will be discussing the effects of alcohol and drugs on the body and how long they stay present in the body at the DUI Awareness Seminar's. Depending on the size of the event, an additional deputy will facilitate the Skyebrowse Virtual Reality portion of the seminar. The Skyebrowse VR with allow the user to experience a realistic walk through of a DUI accident, with the target audience being 13+, all disturbing images will be blurred.

DUI Awareness Seminars will be held at the following community events:

- 8th Grade Career Day - Average Attendees - 600
- Corning High School Career Day - Average Attendees - 300
- Health Care Coalition – Monthly Event - Average Attendees - 150
- Tribal Local OPIOID Coalition – Monthly - Average Attendees - 100
- Los Molinos High School Career Day – 3/7 - Average Attendees - 50
- Red Bluff Union High School Career Day – 3/11 - Average Attendees - 400
- Children's Fair – 4/5 - Average Attendees - 600
- Tehama District Fair – 5/1-5/4 - Average Attendees - 25,000
- Special Olympics – 5/6 Average Attendees - 200
- Lake California Safety Fair – 5/17 - Average Attendees - 500
- Happy Healthy Summer – 5/31 - Average Attendees - 500
- Manton Safety Festival – 6/10 - Average Attendees - 200
- Greenville Rancheria Safety Fair – 6/22 - Average Attendees - 500
- Operation Day Water (Anti BUI) – 7/4-7/6 - Average Attendees - 500
- Emergency Preparedness Fair – 9/12 - Average Attendees - 500
- Manton Apple Festival – 10/4 - Average Attendees - 3,000
- RHC Health & Wellness Fair – 10/30 - Average Attendees - 200

This is not a comprehensive list of community events, there are smaller community organizations such as churches, boys scouts and local clubs that reach out to the Tehama County Sheriff's Office for educational seminars.

Quarterly Timeline

- Q1: Hold educational seminars at community events utilizing SkyeBrowse VR experience.
- Q2: Hold educational seminars at community events utilizing SkyeBrowse VR experience.
- Q3: Hold educational seminars at community events utilizing SkyeBrowse VR experience.
- Q4: Hold educational seminars at community events utilizing SkyeBrowse VR experience, attend at least 10 community events by June 30, 2026.

Goal 2: Improve the effectiveness of DUI saturation patrols and checkpoints.
Tehama County Sheriff's Office (TCSO) is committed to improving its DUI/DUID response and preventive measures by having properly trained Deputies and by holding DUI check points and saturation patrols. The DUI check points and saturation patrols will be held during the community events and holiday weekends that are listed below.

Quarterly Timeline

- Q1: One deputy attends DUI Instructor Training and two Deputy's attend Drug Recognition Expert Training. Conduct pre-planning for at least seven DUI saturation patrols and seven DUI checkpoints. Conduct at least one DUI saturation patrol and DUI checkpoint.
- Q2: Conduct at least one DUI saturation patrol and DUI checkpoint.
- Q3: Conduct at least one DUI saturation patrol and DUI checkpoint.
- Q4: Conduct at least one DUI saturation patrol and DUI checkpoint using.

Schedule A

Community Events

- Red Bluff Round Up - April
- Tehama District Fair - 5/1-5/4
- Monster Trucks – October

Holiday Weekends

- Memorial Day 5/23-5/26
- July 4th
- Labor Day 8/29-9/1
- New Years Eve

Goal 3: Improve DUI/DUID educational awareness presentation equipment and accident documentation technology by purchasing Skyebrowse Virtual Realty and one unmanned, remotely piloted, powered aerial equipment.

Tehama County Sheriff's Office will be using the Skyebrowse VR only for community educational events and has paired the requested set down from 5 to 2 sets. The Skyebrowse VR will be an effective modern educational tool because it will catch the interest of the public and it allows them to experience the real consequences of driving under the influence of drugs and alcohol. The one unmanned, remotely piloted, powered aerial equipment will be only used to capture a 360 aerial view of DUI/DUID accidents that will be then viewed through the Skyebrowse VR set after being edited for safe public viewing.

Quarterly Timeline

- Q1: Order SkyeBrowse VR experience and and the one unmanned, remotely piloted, powered aerial equipment.
- Q2: Hold educational seminars at community events utilizing SkyeBrowse VR experience and utilize equipment on all DUI/DUID accidents.
- Q3: Hold educational seminars at community events utilizing SkyeBrowse VR experience and utilize equipment on all DUI/DUID accidents.
- Q4: Hold educational seminars at community events utilizing SkyeBrowse VR experience and utilize equipment on all DUI/DUID accidents.

Project Performance Evaluation

The success of this project will be measured through the following performance indicators:

- Number of residents who participate in the SkyeBrowse VR experience at community events
- Feedback from community members who experience the VR simulation, gathered through surveys and interviews.
- Increased report clarity due to updated technology being used to document accident scenes.
- Number of DUI saturation patrols and checkpoints conducted with SkyeBrowse pre-planning.
- Changes in DUI arrest rates following the implementation of the project.
- Reduction in traffic collisions related to impaired driving.

TCSO will submit quarterly progress reports to the CHP, detailing the project's activities, performance data, and any challenges encountered.

Program Sustainability

TCSO is committed to sustaining the benefits of this project beyond the grant period. We will explore opportunities to integrate the SkyeBrowse VR experience into our ongoing community outreach efforts and seek additional funding sources to support DUI enforcement activities.

Administrative Support

The Tehama County Sheriff’s office has been receiving grant funding from multiple grant sources for many years that has helped the Sheriff’s Office better serve the citizens of Tehama County and fill the funding gaps that come with serving in a rural community. A staff member has been assigned specifically to manage the grants to ensure projects are completed during the performance period and that all reporting requirements are completed accurately and in a timely manner. The grants manager actively communicates with grant analyst during performance periods, department leadership, and other county agencies to make sure that funds are being spent efficiently and timely.

Schedule B

Detailed Budget Estimate

Award Number	Organization/Agency	Total Amount
23519	Tehama County Sheriff's Office	$72,798.43

Cost Category	Line Item Name	Total Cost to Grant
Personnel		
	SFST Instructor Training – Attend	$2,000.00
	DRE Training - Attend	$3,000.00
	DUI Saturation Patrol	$6,825.84
	DUI Check Point	$27,333.36
	Education/Outreach	$3,900.48
	Community Education / Outreach	$29,738.75
Category Sub-Total		**$72,798.43**

Grant Total	**$72,798.43**

Schedule B-1
Budget Narrative

Tehama County Sheriff's Office

Prior to engaging in grant-funded Saturation Patrols, DUI Checkpoints, or other enforcement activities in areas where the grantee does not have primary traffic jurisdiction, the grantee should consult with the agency having primary traffic jurisdiction.

Personnel

SFST Instructor Training – Attend

$2,000.00

We have one Deputy who will be attending DUI instructor school. At this time, we do not have the exact date or location the officer will be attending training. The goal is to send the Deputy to one of the Trainings in August that are being held in Folsom or Anaheim. Deputy Sheriff regular time wages are 40.63/Overtime Rate is 60.945.

DRE Training - Attend

$3,000.00

We would like to send at least two Deputy Sheriff Officers to Drug Recognition Training. At this time, we do not have the exact dates or locations the officers would be attending training. If we receive funding, we will than send the deputies off to training. Deputy Sheriff regular time wages are 40.63/Overtime Rate is 60.945.

DUI Saturation Patrol

$6,825.84

7 DUI Saturation Patrols = 6,825.84 - 2 Deputy’s per patrol = OT $60.945 per hour 8 hours per patrol / 56 hours per Deputy (OT Rate does not include benefits)

DUI Check Point

$27,333.36

7 DUI Check Points = $27,303.36 - 8 Deputy’s per Checkpoint = OT $60.945 per hour 8 hours per patrol / 56 hours per Deputy (OT Rate does not include benefits)

Education/Outreach

$3,900.48

4 Educational Seminars = 3,900.48 - 2 Officers per patrol = OT $60.945 per hour 8 hours per patrol / 32 hours per officer (OT Rate does not include benefits)

Community Education / Outreach

$29,738.75

13 Community Events = $29,738.75 - 2 Deputy per event = OT $60.945 per hour 13 hours per event / 169 hours per Deputy = 338 hours total, total per Deputy's - $10,425.88, total for both Deputy's = $20,851.76 & 1 Deputy Coroner per event = OT $51.27 per hour 13 hours per event / 169 hours total per Coroner = $8,916.99 (OT Rate does not include benefits)

E-Contract Review
Approval as to Form

Department Name: Tehama County Sheriff's Office

Vendor Name: California Highway Patrol

Document Description: Grant Agreement for Cannabis Tax Fund Grant Program

APPROVED AS TO FORM:

Date: 7/2/25

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

Tehama County

Agenda Request Form

File #: 25-1255 **Agenda Date:** 7/22/2025 **Agenda #:** 19.

SHERIFF'S OFFICE - Sheriff Dave Kain

Requested Action(s)
a) RESOLUTION - Request adoption of the resolution authorizing the Sheriff's Office to accept grant funding from the Toxicology: Medical Examiners/Coroners Offices, and Law Enforcement Coroner Divisions FY 25/27 grant, Cannabis Tax Fund Grant Program (CTFGP), State of California Department of California Highway Patrol for Fiscal Years 25/26 and 26/27, if awarded, the anticipated amount of funding is $100,00, and to have signature authority on all program-related documents to carry out the purpose of this resolution

b) AGREEMENT - Request approval and authorization for the Sheriff to electronically sign the FYs 25 - 27 CTFGP Toxicology Coroners - Grant Agreement through the State of California Department of California Highway Patrol, to accept reimbursement for the amount not to exceed $100,00 effective 7/1/25 and shall terminate 6/30/27

Financial Impact:
This anticipated revenue of $100,000 will be utilized towards the DUI accident toxicology testing and personnel overtime from DUI accidents occurring in FY 25/26 and FY 26/27. There is no requirement for matching funds.

Background Information:
With the passage of Proposition 64 in 2016, The Control, Regulate, and Tax Adult Use Marijuana Act (AUMA),California voters mandated the state to set aside funding for the CHP to provide grants to local governments and Qualified Nonprofit Organizations for the education, prevention, and enforcement of impaired driving laws pursuant to Section 34019 (f)(3)(B) Revenue and Taxation Code (RTC).

In February the Sheriff's Office applied for a grant through the Cannabis Tax Fund Grant Program (CTFGP), Department of California Highway Patrol and received conditional approval for the grant. The grant that was applied for was the Toxicology: Medical Examiners/Coroners Offices, and Law Enforcement Coroner Divisions FYs 25/27 Grant.

The Toxicology: Medical Examiners/Coroners Offices, and Law Enforcement Coroner Divisions FYs 25/27 grant will be used towards the toxicology testing that is necessary when a DUI accident results in death.

An approved resolution must be received prior to the grant agreement being approved and funding being released.

Toxicology: Medical Examiners/Coronerâ€™s Offices, and Law Enforcement Coronerâ€™s Divisions FY 2025/2027

Prepared by Tehama County Sheriff's Office
for California Highway Patrol (CHP) Toxicology: Medical Examiners/Coronerâ€™s Offices, and Law Enforcement Coronerâ€™s Divisions FY 2025/2027

Submitted by Jennifer Crane

Submitted on 02/20/2025 3:41 PM Pacific Standard Time

Opportunity Details

Opportunity Information

Title
Toxicology: Medical Examiners/Coroner's Offices, and Law Enforcement Coroner's Divisions FY 2025/2027

Description
Toxicology: Medical Examiners/Coroner's Offices, and Law Enforcement Coroner's Divisions grants shall be used to improve and advance the data collection in Medical Examiners/Coroner's Offices supporting driving under the influence (DUI)/driving under the influence of drugs (DUID) when a death occurs while the deceased was driving or riding in a motor vehicle, or a result of the deceased being struck by a motor vehicle.

Awarding Agency Name
California Highway Patrol

Agency Contact Name
Cannabis Grants Unit (CGU)

Agency Contact Phone
916-843-4360

Agency Contact Email
CGUGrants@chp.ca.gov

Fund Activity Categories
Science and Technology and Other Research and Development

Manager
Cannabis Grants Unit (CGU)

Opportunity Posted Date
1/8/2025

Public Link
https://www.gotomygrants.com/Public/Opportunities/Details/0325d8f5-aa26-46ff-96d7-a70dfe6fe277

Is Published
Yes

Funding Information

Opportunity Funding
$11,000,000.00

Funding Sources
State

Funding Source Description
With the passage of Proposition 64 in 2016, The Control, Regulate, and Tax Adult Use Marijuana Act (AUMA), California voters mandated the state to set aside funding for the CHP to provide grants to local governments and Qualified Nonprofit Organizations for the education, prevention, and enforcement of impaired driving laws pursuant to Section 34019 (f)(3)(B) Revenue and Taxation Code (RTC).

Funding Restrictions
State Agencies/Departments, please refer to Section 34019 (f)(3)(B) RTC and California Code of Regulations, Title 13, Division 2, Chapter 13, for additional information.

Award Information

Award Range
$2,000,000.00 Ceiling

Award Period
07/01/2025 - 06/30/2027

Award Type
Competitive

Indirect Costs Allowed
No

Matching Requirement
No

Submission Information

Submission Window
01/08/2025 8:00 AM - 02/28/2025 5:00 PM

Submission Timeline Type
One Time

Submission Timeline Additional Information
GRANT APPLICATIONS ARE DUE FEBRUARY 23, 2025, BY 5:00 PM PST. EXTENDED TO FEBRUARY 28, 2025, BY 5:00 PM PST.

Grant Applicants are advised to ask submittal questions well before the deadline. The Cannabis Grants Unit cannot guarantee an immediate response and the Grant Management System (GMS) will automatically close at 5:00 PM PST. Once a Grant Application is submitted through the GMS, Grant Applicants may not add, edit, or delete any Grant Application information.

Question Submission Information

Question Submission Open Date
01/08/2025 8:00 AM

Question Submission Close Date
02/28/2025 5:00 PM

Question Submission Email Address
CGUGrants@chp.ca.gov

Question Submission Additional Information
GRANT APPLICATIONS ARE DUE FEBRUARY 23, 2025, BY 5:00 PM PST. EXTENDED TO FEBRUARY 28, 2025, BY 5:00 PM PST.

CGU Office Hours:
Monday through Friday
8:00 am to 5:00 pm
If assistance is required, please contact the Cannabis Grant Unit no later than Friday, February 21, 2025.

Attachments

- Grant Application Evaluation Criteria
- FY25-27 RFA - Toxicology Medical Examiners Coroners Office

Eligibility Information

Eligibility Type

Public

Additional Eligibility Information

Local Government, which includes California County Medical Examiners/Coroner's Offices, and Law Enforcement Coroner's Divisions

Additional Information

Additional Information URL

https://www.chp.ca.gov/programs-services/programs/cannabis-tax-fund-grant-program

Award Administration Information

State Award Notices

Awards will be announced in May and June 2025.

Administrative and National Policy Requirements

The California Highway Patrol (CHP) adopted regulations within Title 13 of the California Code of Regulations (CCR), Division 2, by adding Chapter 13, which govern the CHP Cannabis Tax Fund Grant Program.

These regulations outline:
* Grant Provisions
* Grant Project Types
* Specific Grant Application Requirements
* Grant Evaluation Criteria
* Necessary Administrative Procedures for the Program

Regulations can be found at:
https://www.chp.ca.gov/programs-services/programs/cannabis-tax-fund-grant-program/program-regulations

Reporting

Quarterly Reporting is required and due within 14 calendar days after the close of each quarter.

FY 2025/2026
Year One, Quarter One (Y1 Q1): July 1 - September 30
Year One, Quarter Two (Y1 Q2): October 1 - December 31
Year One, Quarter Three (Y1 Q3): January 1 - March 31
Year One, Quarter Four (Y1 Q4): April 1 - June 30

FY 2026/2027
Year Two, Quarter One (Y2 Q1): July 1 - September 30
Year Two, Quarter Two (Y2 Q2): October 1 - December 31
Year Two, Quarter Three (Y2 Q3): January 1 - March 31
Year Two, Quarter Four (Y2 Q4): April 1 - June 30

Other Information

Please ensure your Organization/Agency has the capability to electronically sign required documents (ex: Grant Agreement).

Project Information

Application Information

Application Name
Toxicology: Medical Examiners/Coroner's Offices, and Law Enforcement Coroner's Divisions FY 2025/2027

Award Requested
$100,000.00

Total Award Budget
$100,000.00

Primary Contact Information

Name
Jennifer Crane

Email Address
jcrane@tehamaso.org

Address
PO Box 729, 22840 Antelope Blvd
Red Bluff, CA 96080

Phone Number
(530) 528-8979

Project Description

1. Organization/Agency Representatives

Organization/Agency Section/Unit (subdivision) to administer the Grant Agreement.

Tehama County Sheriff's Office

Organization/Agency Representative

Complete the following fields with the appropriate Organization/Agency representatives for the Grant Agreement. The completed fields will auto-populate in the Grant Agreement, so please ensure each individual will be the point of contact throughout the Project Performance Period.

- **The Authorized Official is authorized to enter into a Grant Agreement with signing authority**
- **The Authorized Financial Contact maintains financial records, documentation, and recipient of warrant**
- **The Administrative Contact is responsible for day-to-day administration**

Authorized Official Name (first and last)

Dave Kain

Authorized Official Title

Sheriff-Coroner

Authorized Official Address (street, city, state, zip code)

22840 Antelope Blvd, Red Bluff, CA 96080

Official Address to Receive Reimbursement Payment - MUST MATCH FI$CAL FORM (street, city, state, zip code)

PO Box 729, Red Bluff, CA 96080

Authorized Official Phone Number (with area code)

(530) 529-7950

Authorized Official Email Address

dkain@tehamaso.org

Authorized Financial Contact Name (first and last)

Nickoli Brummond

Authorized Financial Contact Title

Fiscal Analyst

Authorized Financial Contact Phone Number (with area code)

(530) 528-8979 Ext 1

Authorized Financial Contact Email Address

nbrummond@tehamaso.org

Administrative Contact Name (first and last)

Jennifer Crane

Administrative Contact Title

Accountant I

Administrative Contact Phone Number (with area code)

(530) 528-8979 Ext 2

Administrative Contact Email Address

jcrane@tehamaso.org

Tehama County Sheriff's Office

2. Senate/Assembly/Congressional/County Information

To determine the State Senate District(s), State Assembly District(s), and California Congressional District(s), copy and paste the below URL in your browser and search:

https://gis.data.ca.gov/maps/CDEGIS::legislative-districts-in-california-2/about

Select one or more State Senate District(s) where the proposed Project activities will occur. To make multiple selections, hold down the Ctrl key and click each one.

State Senate 01

Select one or more State Assembly District(s) where the proposed Project activities will occur. To make multiple selections, hold down the Ctrl key and click each one.

State Assembly 03

Select one or more California Congressional District(s) where the proposed Project activities will occur. To make multiple selections, hold down the Ctrl key and click each one.

California Congressional District 01

Select one or more California counties where the proposed Project activities will occur. To make multiple selections, hold down the Ctrl key and click each one.

Tehama

Number of residents (population) that your Organization/Agency serves.

64896

3. Statistical Data

Ensure the responses below align with the statistical data provided within the Grant Application. If a question is not applicable, please input "0" or "N/A".

Approximately how many biological samples (ex: blood, urine, tissue, saliva, etc.) are tested for drugs from the body of the deceased before it is prepared for burial?

	Monthly Average	Yearly Average
Number of Samples	5	65

What is the estimated turn-around time for a coroner's report?

	DUI Cases	DUID Cases	DUI/DUID Cases
Number of Days	14-30	14-30	14-30

Approximately how many times per year does your office provide court testimony related to DUI?

	DUI Cases	DUID Cases	DUI/DUID Cases
Times Per Year	0	0	0

Current Equipment

What equipment does your office use (make/model/number of each)?

N/A

What equipment is currently needed?

N/A

If equipment is needed, will it be able to test for Delta-9-Tetrahydrocannabinol (THC), 11-Hydroxy-THC and Carboxy-THC?

○ Yes
◉ No

If new equipment is purchased, is staff training needed?

○ Yes
◉ No

If yes, detail what training is needed.

N/A

Grant-Funded Equipment

Have previous Cannabis Tax Fund Grant Program Grant Funds been utilized to purchase equipment (an acquisition cost of at least $5,000)?

☐ Yes
☒ No

If yes, list the fiscal year of the Grant Agreement and EACH equipment item.

N/A

EXAMPLE ONLY

FY21-23 = One LCMS, One Nitrogen Generator
FY22-24 = One QTOF

4. Project Description

Provide a brief overview/synopsis (a paragraph) of the proposed Project. PLEASE DO NOT COPY AND PASTE TABLES IN FIELD - TYPE INFORMATION IN FIELD.

The project will provide the Tehama County Coroner's Office the opportunity to contract with toxicology laboratories to determining if a fatality is due to the deceased having impaired judgement from alcohol or drugs being in the driver and/or passengers system and cover personnel overtime costs incurred on DUI/DUID cases. The Coroner's Office will be able to accurately and more efficiently determine on additional cases if a fatality is due to a DUI/DUID or if other potential causes of death need to be investigated. The Coroner's Office will also be able to dedicate more time to investigating potential DUI/DUID cases.

5. Problem Statement & Proposed Solution

Clearly identify the problem/need (Problem Statement) in your local community, which is the reason for requesting grant funds. Then, clearly identify the Proposed Solution to address the problem/need. If applicable, provide recent and high-level statistical data that directly supports the problem/need in your local community. PLEASE DO NOT COPY AND PASTE TABLES IN FIELD - EITHER TYPE INFORMATION IN FIELD OR ATTACH DOCUMENT.

Due to limited resources and available County General Funds the Tehama County Coroner's Office is unable to submit for DUI/DUID forensic laboratory testing on all suspected fatalities. The Coroner's Office only submits for DUI/DUID testing when there are strong indicators of alcohol or drugs potentially being in the deceased system. The grant funding would allow the Coroner's Office to better serve the citizens of Tehama County by having the ability to submit for forensic testing on all suspected DUI/DUID fatality cases that occur. The Coroner's personnel overtime compensation will greatly increase the data reporting turn around time and allow for extra time for data collection if necessary on cases.

Statistical Data/Report(s)

6. Performance Measures/Scope of Work

Detail EACH Project activity/item below, which will serve as your goals and objectives for the Project. For EACH goal/objective, include estimated timelines (ex: monthly, quarterly), quantitative measurements (ex: reduction of DUI/DUID by %), and justification detailing how it will enhance/support the Project. NOTE: These goals and objectives must be consistent with the Budget. PLEASE DO NOT COPY AND PASTE TABLES IN FIELD - TYPE INFORMATION IN FIELD.

Tehama County Sheriff's Office utilizes two separate toxicology vendors because we always strive to serve our community with competency and efficiency. Ascertain Forensics is an accredited toxicology laboratory that offers more in-depth testing services and lends increased credibility. Tehama County has a strong relationship with Central Valley Toxicology (CVT) and has been utilizing them as a vendor for many years, but they are not an accredited toxicology laboratory. Ascertain is a new vendor to Tehama County and prior to switching completely over to them as the sole vendor for toxicology services, the Coroner's Office would like to make sure they meet their requirements and provide timely services. Once Tehama County determines if Ascertain Forensics is able to provide efficient and reliable services, they will then become the sole toxicology vendor and CVT's agreement will not be renewed.
2 Consultants/Contracts - FY 25/26 Q1: Submit consultant contracts for review/approval to CGU, FY 25/26 Q2: Develop/maintain case reporting log for DUI/DUID cases and submit quarterly reimbursement on all applicable Coroner Cases. Reduction of fatalities caused by DUI/DUID by 10% yearly through joint cooperation with the Sheriff Patrol Units to determine what areas are more high risk and adding more patrol presence to those areas. Q3: Submit Ascertain Forensics new agreement for review and approval to CGU (current contract terminates December 31, 2025). Develop/maintain case reporting log for DUI/DUID cases and submit quarterly reimbursement on all applicable Coroner Cases. Reduction of fatalities caused by DUI/DUID by 10% yearly through joint cooperation with the Sheriff Patrol Units to determine what areas are more high risk and adding more patrol presence to those areas. Q4: Develop/maintain case reporting log for DUI/DUID cases and submit quarterly reimbursement on all applicable Coroner Cases. Reduction of fatalities caused by DUI/DUID by 10% yearly through joint cooperation with the Sheriff Patrol Units to determine what areas are more high risk and adding more patrol presence to those areas.
FY 26/27 Q1: Submit CVT consultant contract, if applicable, for review/approval to CGU, Q2: Develop/maintain case reporting log for DUI/DUID cases and submit quarterly reimbursement on all applicable Coroner Cases. Reduction of fatalities caused by DUI/DUID by 10% yearly through joint cooperation with the Sheriff Patrol Units to determine what areas are more high risk and adding more patrol presence to those areas. Q3: Submit Ascertain Forensics new agreement for review and approval to CGU (current contract terminates December 31, 2025). Develop/maintain case reporting log for DUI/DUID cases and submit quarterly reimbursement on all applicable Coroner Cases. Reduction of fatalities caused by DUI/DUID by 10% yearly through joint cooperation with the Sheriff Patrol Units to determine what areas are more high risk and adding more patrol presence to those areas. Q4: Develop/maintain case reporting log for DUI/DUID cases and submit quarterly reimbursement on all applicable Coroner Cases. Reduction of fatalities caused by DUI/DUID by 10% yearly through joint cooperation with the Sheriff Patrol Units to determine what areas are more high risk and adding more patrol presence to those areas.

7. Project Performance Evaluation

Provide the method of evaluation to show Project effectiveness and positive impact(s) on the community. These strategies shall include captured quantitative/qualitative data and a communication plan to share Project results with both internal and external stakeholders. PLEASE DO NOT COPY AND PASTE TABLES IN FIELD - TYPE INFORMATION IN FIELD.

The methods of evaluation that will be used to show project effectiveness will be reporting and data collection. Data collected monthly will be used to generate quarterly and annual reports to show the number of fatality cases that were due to DUI/DUID. These reports will help the Tehama County Sheriff's Office determine what the most effective methods will be to positively impact the community by raising awareness and working towards decreasing fatalities caused by DUI/DUID incidents by patrolling areas more often that have been determined as high risk.

8. Program Sustainability

Describe the plan for reducing reliance on future grant funding. Include a summary and timeframe to continue efforts when grant funds are either not available or significantly reduced. PLEASE DO NOT COPY AND PASTE TABLES IN FIELD - TYPE INFORMATION IN FIELD.

The two-year grant period will allow the Tehama County Sheriff's department to have two years of data to determine a trend of what areas in the community have the highest rate of DUI/DUID fatalities and average number of deaths per year due to DUI/DUID. If grant funding is unavailable or decreased, the data will be beneficial for budget forecasting for the general fund allocations and/or applying for additional grant funding if available from other grant sources that are necessary to continue our partnership with our forensic consultants and the necessary personnel overtime that is needed for the Coroner staff to conduct DUI/DUID investigations. The continued data collection will also allow the Sheriff's Office to track the effectiveness of raising community awareness and extra patrol efforts in high DUI/DUID fatality risk areas are.

9. Administrative Support

Describe the administrative support, including the Organization/Agency's grant experience, personnel, and physical resources needed to successfully complete the Project within the Project Performance Period. PLEASE DO NOT COPY AND PASTE TABLES IN FIELD - TYPE INFORMATION IN FIELD.

The Tehama County Sheriff's office has been receiving grant funding from multiple grant sources for many years that has helped the Sheriff's Office better serve the citizens of Tehama County and fill the funding gaps that come with serving in a rural community. A staff member has been assigned specifically to manage the grants to ensure projects are completed during the performance period and that all reporting requirements are completed accurately and in a timely manner. The grants manager actively communicates with grant analyst during performance periods, department leadership, and other county agencies to make sure that funds are being spent efficiently and timely.

10. Other Grant Programs

Impaired Driving Enforcement Funding

Has your Organization/Agency previously received grant funding for impaired driving enforcement?

☒ Yes
☐ No

If yes, detail the outcome. PLEASE DO NOT COPY AND PASTE TABLES IN FIELD - TYPE INFORMATION IN FIELD.

TCSO participates in the "Avoid the 5" program, which supports our overall DUI enforcement efforts. This Cannabis Tax Fund Grant will complement the "Avoid the 5" program by providing resources for community education and advanced DUI training.

Other Grant Programs

Has or will your Organization/Agency submit a proposal to another grant program for this Project (ex: funds for the same components as this Project, or for similar/related components that will be completed during the same time period as this Project)?

☐ Yes
☒ No

If yes, detail the granting Organization/Agency. In addition, clearly distinguish which tasks would be funded by the CTFGP and which tasks would be funded by another Organization/Agency. PLEASE DO NOT COPY AND PASTE TABLES IN FIELD - TYPE INFORMATION IN FIELD.

Are any personnel dedicated to this Project funded by other sources/grants?

☐ Yes
☒ No

If yes, detail which source/grant. PLEASE DO NOT COPY AND PASTE TABLES IN FIELD - TYPE INFORMATION IN FIELD.

11. Terms and Conditions

By submitting your Grant Application, you agree to the following Terms and Conditions:

I certify, under penalty of perjury, that the information I entered in this Grant Application is true and complete to the best of my knowledge. I further understand that any false, incomplete, or incorrect statements may result in my disqualification from the grant process or dismissal from receiving grants funded by the California Highway Patrol (CHP), Cannabis Tax Fund Grant Program. I authorize the California Highway Patrol, Cannabis Grants Unit (CGU), to investigate referenced documents or other documents submitted to the program to check the accuracy of the information provided.

I agree with the Request for Application, the above Terms and Conditions, and the California Code of Regulations, Title 13, Division 2, Chapter 13, Sections 1890.00 through 1890.27.

☒ I Agree

When using the GMS (AmpliFund), I authorize the state to take my requested action by an electronic means and authorize the state to accept the combination of my User ID and password in lieu of my written signature.

☒ I Agree

My password is unique to me and is to remain confidential. I will not allow other individuals to use my User ID and password to access the GMS (AmpliFund).

☒ I Agree

It is my responsibility to maintain the confidentiality of GMS (AmpliFund) information.

☒ I Agree

Once I submit the Grant Application, I am unable to add, edit, or delete any Grant Application information.

☒ I Agree

Confidentiality Notice: All documents submitted as a part of the Cannabis Tax Fund Grant Program Grant Application are public documents and may be subject to a request pursuant to the California Public Records Act. The CHP, CGU, cannot ensure the confidentiality of any information submitted in or with this Grant Application (Gov. Code, § 6250 et seq.).

☒ I Agree

Generated Income Disclaimer: There will be no program income generated from this grant. Nothing in this Grant Application shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations, in pursuance of the goals and objectives. Although special emphasis will be placed upon violations specific to this Grant Application, appropriate enforcement action will be taken for all observed violations.

☒ I Agree

Financial Information System for California Government Agency Taxpayer ID (FI$Cal Form)

A FI$Cal Form is required for reimbursement. If the Grant Applicant does not have a completed FI$Cal Form at final Grant Application submission time, the Grant Applicant may submit the completed FI$Cal Form via email to CGU prior to execution of the Grant Agreement. NOTE: The "Remit-To Address" on the FI$Cal Form MUST match the "Official Address to Receive Reimbursement Payment" you entered in Form #1. Organization/Agency Representative. This address shall be the official address on file with FI$Cal and the State Controller's Office (SCO) to receive warrants (Reimbursement Request Payments). Forms are located on the Cannabis Tax Fund Grant Program's website at https://www.chp.ca.gov/programs-services/programs/cannabis-tax-fund-grant-program.

☒ I Agree

FI$Cal Form

Fi$cal_TaxPayor_ID_Form.pdf

City Council or County Resolution

A county, city, district, or other public body shall provide a copy of a resolution, order, motion, or ordinance of local governing body, which by law has the authority to enter into an agreement authorizing execution of a Grant Agreement. If the Grant Applicant does not have a signed resolution at final Grant Application submission time, the Grant Applicant may submit a signed resolution via email to CGU prior to execution of the Grant Agreement. NOTE: The resolution MUST explicitly state the Organization/Agency has delegated authority to enter into a Grant Agreement for the requested amount.

Budget

Proposed Budget Summary

Expense Budget

	Grant Funded	Total Budgeted
Personnel		
Deputy Coroner I	$3,325.00	$3,325.00
Deputy Coroner II	$6,675.00	$6,675.00
Subtotal	**$10,000.00**	**$10,000.00**
Consultants/Contracts		
Ascertain Forensics	$50,000.00	$50,000.00
Central Valley Toxicology, Inc.	$40,000.00	$40,000.00
Subtotal	**$90,000.00**	**$90,000.00**
Total Proposed Cost	**$100,000.00**	**$100,000.00**

Revenue Budget

	Grant Funded	Total Budgeted
Grant Funding		
Award Requested	$100,000.00	$100,000.00
Subtotal	**$100,000.00**	**$100,000.00**
Total Proposed Revenue	**$100,000.00**	**$100,000.00**

Proposed Budget Detail

See attached spreadsheet.

Proposed Budget Narrative

Personnel

Costs may include compensation for wages, such as overtime, and benefits (annual leave and sick leave) for work directly related to, and consistent with, the Project. Personnel hours will be awarded based on the number of CTFGP grant-funded Project activities approved by CGU. To be eligible for reimbursement, personnel services must occur within the Project Performance Period. Itemize separate Budget line items by Project activity. Combine wages and benefits in the same Budget line item for each Project activity. For EACH Budget Line Item, the narrative shall include the below: * Job title/classification(s) * Description of work/job duties * Salary/rate of pay for each classification * Number of hours for each classification

Deputy Coroner II

Deputy Coroner II, responds to fatal vehicle accidents to investigate the deceased body and surrounding areas for contributing factors such as alcoholic containers or drug paraphernalia; collect toxicology samples (IE. blood, urine, vitreous fluid) for submission to toxicology lab; locates and secures personal property to aid in identification of the deceased and help determine if alcohol or drug residues resided on personal effects; produce formal death investigation reports ; Hourly Rate $34.18/Overtime Rate $51.27

Deputy Coroner I

Deputy Coroner I, responds to fatal vehicle accidents to investigate the deceased body and surrounding areas for contributing factors such as alcoholic containers or drug paraphernalia; collect toxicology samples (IE. blood, urine, vitreous fluid) for submission to toxicology lab; locates and secures personal property to aid in identification of the deceased and help determine if alcohol or drug residues resided on personal effects; produce formal death investigation reports; Hourly Rate $28.09/Overtime Rate $42.135.

Consultants/Contracts

Costs may include professional services necessary to carry out Project activities, including goals and deliverables, that are clearly outlined in the Grant Application. A copy of the Contract and/or Scope of Work must be submitted to and approved by the CGU prior to commencement of work. To be eligible for reimbursement, Consultants/Contracts services must occur within the Project Performance Period. Itemize separate Budget line items for each Consultants/Contracts. For EACH Budget line item, the narrative shall include the below: * Name of Consultants/Contracts (if Consultants/Contracts unknown, then provide the process by which the Consultants/Contracts will be selected) * Detailed summary of the scope of work * Total amount (ensure a breakdown of costs is included)

Ascertain Forensics

The consultant will complete toxicology testing on biological samples for alcohol and drugs in the deceased system when a DUI/DUID fatality occurs. Tehama County Sheriff's Office utilizes two separate toxicology vendors because we always strive to serve our community with competency and efficiency. Ascertain Forensics is an accredited toxicology laboratory that offers more in-depth testing services and lends increased credibility. Ascertain is a new vendor to Tehama County and prior to switching completely over to them as the sole vendor for toxicology services, the Coroner's Office would like to make sure they meet their requirements and provide timely services. Once Tehama County determines if Ascertain Forensics is able to provide efficient and reliable services, they will then become the sole toxicology vendor and CVT's agreement will not be renewed.

Central Valley Toxicology, Inc.

The consultant will complete toxicology testing on biological samples for alcohol and drugs in the deceased system when a DUI/DUID fatality occurs. Tehama County Sheriff's Office utilizes two separate toxicology vendors because we always strive to serve our community with competency and efficiency. Tehama County has a strong relationship with Central Valley Toxicology (CVT) and has been utilizing them as a vendor for many years, but they are not an accredited toxicology laboratory. Working with an accredited toxicology laboratory increases credibility.

RESOLUTION NO. 2025-_____
A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TEHAMA AUTHORIZING THE TEHAMA COUNTY SHERIFF'S OFFICE TO ACCEPT FUNDING FOR FISCAL YEAR 2025-2027 TOXICOLOGY: MEDICAL EXAMINERS/CORONERS OFFICES, AND LAW ENFORCEMENT CORONER DIVISIONS GRANT, CANNABIS TAX FUND GRANT PROGRAM FROM THE STATE OF CALIFORNIA DEPARTMENT OF CALIFORNIA HIGHWAY PATROL, IN THE AMOUNT OF $100,00.00

WHEREAS funding from the Toxicology: Medical Examiners/Coroners Offices, and Law Enforcement Coroner Divisions helps support the provision of necessary DUI toxicology testing and law enforcement activities related to DUI investigations in 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 receive funding from the Cannabis Tax Fund Grant Program, Department of California Highway Patrol for the Toxicology: Medical Examiners/Coroners Offices, and Law Enforcement Coroner Divisions Grant for Fiscal Year 2025-2027, and accept, if awarded, funding in the anticipated amount of $100,000.00, 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 is authorized to participate in the Fiscal Year 2025-2027 Cannabis Tax Fund Grant Program,

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 acceptance of toxicology grant funds

APPROVED AS TO FORM:

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

Date: 7/8/25

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
601 North 7th Street
Sacramento, CA 95811
(916) 843-4360
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)

June 13, 2025

File No.: 060.17344.17369

Jennifer Crane
Tehama County Sheriff's Office
PO Box 729
Red Bluff, CA 96080

Dear Ms. Crane:

On behalf of the California Highway Patrol (CHP), it is my pleasure to inform you, the Tehama County Sheriff's Office, is conditionally approved for Cannabis Tax Fund Grant Program (CTFGP) funding in the amount of $100,000.00. The purpose of this grant funding is to help your agency reduce and mitigate the impacts of impaired driving in your community.

The official Grant Agreement for signature is forthcoming. In order to execute your Grant Agreement, please provide documentation from a local governing body, authorizing your organization to receive this grant funding, to the Cannabis Grants Unit, by email at CGUGrants@chp.ca.gov, as soon as possible. Refer to California Code of Regulations Title 13, Division 2, Chapter 13, Section 1890.13(g) for additional information.

The CHP looks forward to partnering with you and your agency on this project in an effort to make California's roadways a safer place to travel. If you have any questions, please feel free to contact the Cannabis Grants Unit at (916) 843-4360.

Sincerely,

M. W. HEADRICK, Chief
Enforcement and Planning Division

Award Number
23396

1. GRANT TITLE
FY25/27 CTFGP Toxicology Coroners - Tehama County Sheriff's Office

2. NAME OF ORGANIZATION/AGENCY
Tehama County Sheriff's Office

3. ORGANIZATION/AGENCY SECTION TO ADMINISTER GRANT
Tehama County Sheriff's Office

4. PROJECT PERFORMANCE PERIOD
From: 07/01/2025 To: 06/30/2027

5. PURCHASE ORDER NUMBER

6. GRANT OPPORTUNITY INFORMATION DESCRIPTION
Toxicology: Medical Examiners/Coroner's Offices, and Law Enforcement Coroner's Divisions grants shall be used to improve and advance the data collection in Medical Examiners/Coroner's Offices supporting driving under the influence (DUI)/driving under the influence of drugs (DUID) when a death occurs while the deceased was driving or riding in a motor vehicle, or a result of the deceased being struck by a motor vehicle.

7. FUNDS ALLOCATED UNDER THIS GRANT AGREEMENT SHALL NOT EXCEED $100,000.00

8. TERMS AND CONDITIONS
The Grantee agrees to complete the Project, as described in the Project Description. The Grantee's Grant Application, and the California Code of Regulations, Title 13, Division 2, Chapter 13, Sections 1890.00-1890.27, are hereby incorporated into this Grant Agreement by reference.

The parties hereto agree to comply with the Terms and Conditions of the following attachments:

- Schedule A – Project Description, Problem Statement, Goals and Objectives, and Method of Procedure
- Schedule B – Detailed Budget Estimate
- Schedule B-1 – Budget Narrative

We, the officials named below, hereby swear, under penalty of perjury under the laws of the State of California, that we are duly authorized to legally bind the Grant recipient to the above-described Grant Terms and Conditions.

IN WITNESS WHEREOF, this Grant Agreement is executed by the parties hereto.

9. APPROVAL SIGNATURES

A. AUTHORIZED OFFICIAL OF ORGANIZATION/AGENCY
Name: Dave Kain
Title: Sheriff-Coroner
Phone: (530) 529-7950

Address: 22840 Antelope Boulevard
Red Bluff, CA 96080

E-Mail: dkain@tehamaso.org

_____ _____
(Signature) *(Date)*

B. AUTHORIZED OFFICIAL OF CHP
Name: Andrew Beasley Phone: (916) 843-4360
Title: Captain Fax: (916) 322-3169

Address: 601 North 7th Street
Sacramento, CA 95811

E-Mail: ABeasely@chp.ca.gov

_____ _____
(Signature) *(Date)*

C. ACCOUNTING OFFICER OF CHP
Name: M. V. Fojas Phone: (916) 843-3531
Title: Commander Fax: (916) 322-3159

Address: 601 North 7th Street
Sacramento, CA 95811

E-Mail: Michelle.Fojas@chp.ca.gov

_____ _____
(Signature) *(Date)*

10. AUTHORIZED FINANCIAL CONTACT TO RECEIVE REIMBURSEMENT PAYMENTS

Name: Nickoli Brummond
Title: Fiscal Analyst
Phone: (530) 529-7950

Address: PO Box 729
Red Bluff, CA 96080

TERMS AND CONDITIONS

Grantee shall comply with the California Code of Regulations, Title 13, Division 2, Chapter 13 Section 1890, et seq. and all other Terms and Conditions noted in this Grant Agreement. Failure by the Grantee to comply may result in the termination of this Grant Agreement by the California Highway Patrol (hereafter referred to as State). The State will have no obligation to reimburse the Grantee for any additional costs once the Grant Agreement has been terminated.

A. EXECUTION

1. The State (the California Highway Patrol) hereby awards, to the Grantee, the sum of money stated on page one of this Grant Agreement. This funding is awarded to the Grantee to carry out the Project set forth in the Project Description and the terms and conditions set forth in this Grant Agreement.

2. The funding for this Grant Agreement is allocated pursuant to California Revenue and Taxation Code Section 34019(f)(3)(B). The Grantee agrees that the State's obligation to pay any sum under this Grant Agreement is contingent upon availability of funds disbursed from the California Cannabis Tax Fund to the State. If there is insufficient funding, the State shall have the option to either: 1) terminate this Grant Agreement; whereby, no party shall have any further obligations or liabilities under this Grant Agreement, or 2) negotiate a Grant Agreement Amendment to reduce the grant award and scope of work to be provided under this Grant Agreement.

3. The Grantee is not to commence or proceed with any work in advance of receiving notice that the Grant Agreement is approved. Any work performed by the Grantee in advance of the date of approval by the State shall be deemed volunteer work and will not be reimbursed by the State.

4. The Grantee agrees to provide any additional funding, beyond what the State has agreed to provide, pursuant to this Grant Agreement, and necessary to complete or carry out the Project, as described in this Grant Agreement. Any modification or alteration of this Grant Agreement, as set forth in the Grant Application submitted by the Grantee and on file with the State, must be submitted in writing thirty (30) calendar days in advance to the State for approval.

5. The Grantee agrees to complete the Project within the timeframe indicated in the Project Performance Period, which is on page one of this Grant Agreement.

B. PROJECT ADMINISTRATION

1. The Grantee shall submit all reimbursements, progress, performance, and/or other required reports concerning the status of work performed in furtherance of this Grant Agreement on a quarterly basis, or as requested by the State.

2. The Grantee shall provide the State with a final report showing all Project expenditures, which includes all State and any other Project funding expended, within sixty (60) calendar days after completion of this Grant Agreement.

3. The Grantee shall ensure all equipment which is purchased, maintained, operated, and/or developed is available for inspection by the State.

4. Equipment purchased through this Grant Agreement shall be used for the education, prevention, and enforcement of impaired driving laws, unless the Grantee is funding a portion of the purchased price not dedicated to impaired driving and that portion is not part of the Project costs. Equipment purchased under this Grant Agreement must only be used for approved Project-related purposes, unless otherwise approved by the State in writing.

5. Prior to disposition of equipment acquired under this Grant Agreement, the Grantee shall notify the State via e-mail, and by telephone, by calling the California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit at (916) 843-4360.

C. PROJECT TERMINATION

1. Grantee or the State may terminate this Grant Agreement at any time prior to the commencement of the Project. Once the Project has commenced, this Grant Agreement may only be terminated if the party withdrawing provides thirty (30) calendar days written notice of their intent to withdraw.

    a. If by reason of force majeure the performance hereunder is delayed or prevented, then the term end date may be extended by mutual consent for the same amount of time of such delay or prevention. The term “force majeure” shall mean any fire, flood, earthquake, or public disaster, strike, labor dispute or unrest, embargo, riot, war, insurrection or civil unrest, any act of God, any act of legally constituted authority, or any other cause beyond the Grantee’s control which would excuse the Grantee’s performance as a matter of law.

    b. Grantee agrees to provide written notice of an event of force majeure under this Grant Agreement within ten (10) calendar days of the commencement of such event, and within ten (10) calendar days after the termination of such event, unless the force majeure prohibits Grantee from reasonably giving notice within this period. Grantee will give such notice at the earliest possible time following the event of force majeure.

2. Any violations of law committed by the Grantee, misrepresentations of Project information by the Grantee to the State, submission of falsified documents by the Grantee to the State, or failure to provide records by the Grantee to the State when requested for audit or site visit purposes may be cause for termination. If the Project is terminated for the reasons described in this paragraph, the State will have no obligation to reimburse the Grantee for any additional costs once the Grant Agreement has been terminated.

3. The State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein provided. Furthermore, the Grantee, upon termination, shall return grant funds not expended by the Grantee as of the date of termination.

4. If this Grant Agreement is terminated, the State may choose to exclude the Grantee from future Grant Opportunities.

D. FINANCIAL RECORDS

1. The Grantee agrees the State, or their designated representative, shall have the right to review and to copy all records and supporting documentation pertaining to the performance of this Grant Agreement. Grantee agrees to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated or required by law. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Furthermore, the Grantee agrees to include a similar right for the State to audit all records and interview staff in any subcontract related to performance of this Grant Agreement.

E. HOLD HARMLESS

1. The Grantee agrees to indemnify, defend, and save harmless the State, its officials, agents and employees from any and all claims and losses accruing or resulting to any and all Grantee’s staff, contractors, subcontractors, suppliers, and other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, agency, firm, corporation who may be injured or damaged by the Grantee in performance of this Grant Agreement.

F. NONDISCRIMINATION

1. The Grantee agrees to comply with State and federal laws outlawing discrimination, including, but not limited to, those prohibiting discrimination because of sex, race, color, ancestry, religion, creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer or genetic characteristics), sexual orientation, political affiliation, position in a labor dispute, age, marital status, and denial of statutorily-required employment-related leave. (GC 12990 [a-f] and CCR, Title 2, Section 8103.)

G. AMERICANS WITH DISABILITIES ACT

1. The Grantee assures the State it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

H. DRUG-FREE WORKPLACE

1. The Grantee shall comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

    a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

    b. Establish a Drug-Free Awareness Program to inform employees about:

        i. The dangers of drug abuse in the workplace.

        ii. The person's or Organization/Agency's policy of maintaining a drug-free workplace.

        iii. Any available counseling, rehabilitation, and employee assistance programs.

        iv. Penalties that may be imposed upon employees for drug abuse violations.

    c. Every employee who works on the Project will:

        i. Receive a copy of the company's drug-free workplace policy statement.

        ii. Agree to abide by the terms of the company's statement as a condition of employment on the Grant Agreement.

2. Failure to comply with these requirements may result in suspension of payments under this Grant Agreement, or termination of this Grant Agreement, or both, and Grantee may be ineligible for award of any future Grant Agreements if the department determines that any of the following has occurred:

    a. The Grantee has made false certification or violated the certification by failing to carry out the requirements, as noted above. (GC 8350 et seq.)

I. LAW ENFORCEMENT AGENCIES

1. All law enforcement Organization/Agency/Agency Grantees shall comply with California law regarding racial profiling. Specifically, law enforcement Organization/Agency/Agency Grantees shall not engage in the act of racial profiling, as defined in California Penal Code Section 13519.4.

TERMS AND CONDITIONS

J. LABOR CODE/WORKERS' COMPENSATION

1. The Grantee is advised and made aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Grant Agreement, (refer to Labor Code Section 3700).

K. GRANT APPLICATION INCORPORATION

1. The Grantee agrees the Grant Application and any subsequent changes or additions approved or required by the State is hereby incorporated into this Grant Agreement.

L. STATE LOBBYING

1. The Grantee is advised that none of the funds provided under this Grant Agreement may be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a state official, whose salary is supported by this Grant Agreement, from engaging in direct communications with the state or local legislative officials, in accordance with customary state and/or local practice.

M. REPRESENTATION AND WARRANTIES

1. The Grantee represents and warrants that:

    a. It is validly existing and in good standing under the laws of the State of California, has, or will have the requisite power, authority, licenses, permits, and the like necessary to carry on its business as it is now being conducted and as contemplated in this Grant Agreement, and will, at all times, lawfully conduct its business in compliance with all applicable federal, state, and local laws, regulations, and rules.

    b. It is not a party to any Grant Agreement, written or oral, creating obligations that would prevent it from entering into this Grant Agreement or satisfying the terms herein.

    c. If the Grantee is a Nonprofit Organization/Agency, it will maintain its “Active” status with the California Secretary of State, maintain its “Current” status with the California Attorney General’s Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status. If the Grantee subcontracts with a Nonprofit as part of this Grant Agreement, the Grantee shall ensure the Nonprofit will maintain its “Active” status with the California Secretary of State, maintain its “Current” status with the California Attorney General’s Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status.

    d. All of the information in its Grant Application and all materials submitted are true and accurate.

N. AIR OR WATER POLLUTION VIOLATION

1. Under the state laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

TERMS AND CONDITIONS

O. GRANTEE NAME CHANGE

1. Grantee agrees to immediately inform the State, in writing, of any changes to the name of the person within the Organization/Agency/Agency with delegated signing authority.

2. An Amendment is required to change the Grantee's name, as listed on this Grant Agreement. Upon receipt of legal documentation of the name change, the State will process the Amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said Amendment.

P. RESOLUTION

1. A county, city, district, or other local public body shall provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body, which by law, has authority to enter into a Grant Agreement, authorizing execution of the Grant Agreement.

Q. PAYEE DATA RECORD FORM STD. 204

1. This form shall be completed by all non-governmental Grantees.

R. FINANCIAL INFORMATION SYSTEM FOR CALIFORNIA GOVERNMENT AGENCY TAXPAYER ID FORM

1. This form shall be completed by all Grantees.

S. CONFLICT OF INTEREST

1. This section serves to make the Grantee aware of specific provisions related to current or former state employees. If Grantee has any questions regarding the status of any person rendering services or involved with the Grant Agreement, the Grantee shall contact the State (California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit) immediately for clarification.

2. Current State Employees:

    a. No officer or employee shall engage in any employment, activity, or enterprise, from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required, as a condition of regular state employment.

    b. No officer or employee shall contract on their own behalf, as an independent Grantee, with any state agency to provide goods or services.

3. Former State Employees:

    a. For the two-year period from the date they left state employment, no former state officer or employee may enter into a contract in which they engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to this Grant Agreement while employed in any capacity by any state agency.

    b. For the 12-month period from the date they left state employment, no former state officer or employee may enter into a contract with any state agency if they were employed by that state agency in a policy-making position in the same general subject area as the proposed Grant Agreement within the 12-month period prior to their leaving state service.

4. The authorized representative of the Grantee Organization/Agency, named within this Grant Agreement, warrants their Organization/Agency and its employees have no personal or financial interest and no present or past employment or activity, which would be incompatible with

participating in any activity related to this Grant Agreement. For the duration of this Grant Agreement, the Organization/Agency and its employees will not accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is associated with this Grant Agreement.

5. The Grantee Organization/Agency and its employees shall not disclose any financial, statistical, personal, technical, media-related, and/or other information or data derived from this Grant Agreement, made available for use by the State, for the purposes of providing services to the State, in conjunction with this Grant Agreement, except as otherwise required by law or explicitly permitted by the State in writing. The Grantee shall immediately advise the State of any person(s) who has access to confidential Project information and intends to disclose that information in violation of this Grant Agreement.

6. The Grantee will not enter into any Grant Agreement or discussions with third parties concerning materials described in paragraph five (5) prior to receiving written confirmation from the State that such third party has a Grant Agreement with the State, similar in nature to this one.

7. The Grantee warrants that only those employees who are authorized and required to use the materials described in paragraph 5 will have access to them.

8. If the Grantee violates any provisions in the above paragraphs, such action by the Grantee shall render this Grant Agreement void.

T. EQUIPMENT-USE TERMS

1. The Grantee agrees any equipment purchased under this Grant Agreement shall be used for impaired driving efforts.

2. Law Enforcement Projects:

   a. Oral Fluid Drug Screening Devices and Cannabis/Marijuana Breath Testing Equipment - The Grantee agrees to ensure all personnel using road-side drug testing equipment, including oral fluid drug testing devices and/or cannabis/marijuana breath testing devices, purchased with grant funds from this Grant Agreement, are trained to recognize alcohol and drug impairment. At a minimum, personnel using these devices should receive Standardized Field Sobriety Testing training. These personnel are also encouraged to attend Advanced Roadside Impaired Driving Enforcement and Drug Recognition Evaluator training. Prior to using these devices, the Grantee agrees to obtain permission from their local prosecutor's office, establish a policy ensuring appropriate use, and require the staff using these devices to receive appropriate training, which may include training from the manufacturer. This will help ensure the equipment is used appropriately. The Grantee shall advise the State (California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit) of any legal challenges or other items of significance that may affect the use or legal acceptance of these devices. Additionally, the State may request additional information about the performance of these devices, including information about their use, accuracy, and feedback from personnel using the devices.

   b. Law Enforcement Vehicles – The Grantee agrees any law enforcement vehicles purchased with Grant funds, from this Grant Agreement, will be primarily used for the enforcement of driving under the influence laws and/or providing public education, related to the dangers of driving under the influence. Additionally, any vehicle purchased using funds from this Grant Agreement shall comply with all California Vehicle Code and California Code of Regulation requirements. The State may require the Grantee to mark these vehicles with a decal and/or emblem, indicating the vehicle is used for driving under the influence enforcement.

Schedule A

Tehama County Sheriff's Office

All grant awards, including any adjustments to requested funding, were made by the Cannabis Grants Unit based on the merits of the Grant Application, scale of operation, and in accordance with the Request for Application (RFA) requirements and associated regulations. As a result, not all Project activities and items detailed in Schedule A are applicable. Refer to Schedule B - Detailed Budget Estimate for approved Budget line items and Project activities. Project activities and items that are not clearly identified/specified in the Grant Agreement must be submitted to and approved by CGU prior to purchase.

Project Description

The project will provide the Tehama County Coroner's Office the opportunity to contract with toxicology laboratories to determining if a fatality is due to the deceased having impaired judgement from alcohol or drugs being in the driver and/or passengers system and cover personnel overtime costs incurred on DUI/DUID cases. The Coroner's Office will be able to accurately and more efficiently determine on additional cases if a fatality is due to a DUI/DUID or if other potential causes of death need to be investigated. The Coroner's Office will also be able to dedicate more time to investigating potential DUI/DUID cases.

Problem Statement & Proposed Solution

Due to limited resources and available County General Funds the Tehama County Coroner's Office is unable to submit for DUI/DUID forensic laboratory testing on all suspected fatalities. The Coroner's Office only submits for DUI/DUID testing when there are strong indicators of alcohol or drugs potentially being in the deceased system. The grant funding would allow the Coroner's Office to better serve the citizens of Tehama County by having the ability to submit for forensic testing on all suspected DUI/DUID fatality cases that occur. The Coroner's personnel overtime compensation will greatly increase the data reporting turnaround time and allow for extra time for data collection if necessary on cases.

Performance Measures/Scope of Work

Tehama County Sheriff's Office utilizes two separate toxicology vendors because we always strive to serve our community with competency and efficiency. Ascertain Forensics is an accredited toxicology laboratory that offers more in-depth testing services and lends increased credibility. Tehama County has a strong relationship with Central Valley Toxicology (CVT) and has been utilizing them as a vendor for many years, but they are not an accredited toxicology laboratory. Ascertain is a new vendor to Tehama County and prior to switching completely over to them as the sole vendor for toxicology services, the Coroner's Office would like to make sure they meet their requirements and provide timely services. Once Tehama County determines if Ascertain Forensics is able to provide efficient and reliable services, they will then become the sole toxicology vendor and CVT's agreement will not be renewed.

2 Consultants/Contracts - FY 25/26 Q1: Submit consultant contracts for review/approval to CGU, FY 25/26 Q2: Develop/maintain case reporting log for DUI/DUID cases and submit quarterly reimbursement on all applicable Coroner Cases. Reduction of fatalities caused by DUI/DUID by 10% yearly through joint cooperation with the Sheriff Patrol Units to determine what areas are more high risk and adding more patrol presence to those areas. Q3: Submit Ascertain Forensics new agreement for review and approval to CGU (current contract terminates December 31, 2025). Develop/maintain case reporting log for DUI/DUID cases and submit quarterly reimbursement on all applicable Coroner Cases. Reduction of fatalities caused by DUI/DUID by 10% yearly through joint cooperation with the Sheriff Patrol Units to determine what areas are more high risk and adding more patrol presence to those areas. Q4: Develop/maintain case reporting log for DUI/DUID cases and submit quarterly reimbursement on all applicable Coroner Cases. Reduction of fatalities caused by DUI/DUID by 10% yearly through joint cooperation with the Sheriff Patrol Units to determine what areas are more high risk and adding more patrol presence to those areas.

FY 26/27 Q1: Submit CVT consultant contract, if applicable, for review/approval to CGU, Q2: Develop/maintain case reporting log for DUI/DUID cases and submit quarterly reimbursement on all applicable Coroner Cases. Reduction of fatalities caused by DUI/DUID by 10% yearly through joint cooperation with the Sheriff Patrol Units to determine what areas are more high risk and adding more patrol presence to those areas. Q3: Submit Ascertain Forensics new agreement for review and approval to CGU (current contract terminates December 31, 2025). Develop/maintain case reporting log for DUI/DUID cases and submit quarterly reimbursement on all applicable Coroner Cases. Reduction of fatalities caused by DUI/DUID by 10% yearly through joint cooperation with the Sheriff Patrol Units to determine what areas are more high risk and adding more patrol presence to those areas. Q4: Develop/maintain case reporting log for DUI/DUID cases and submit quarterly reimbursement on all applicable Coroner Cases. Reduction of fatalities caused by DUI/DUID by 10% yearly through joint cooperation with the Sheriff Patrol Units to determine what areas are more high risk and adding more patrol presence to those areas.

Project Performance Evaluation

The methods of evaluation that will be used to show project effectiveness will be reporting and data collection. Data collected monthly will be used to generate quarterly and annual reports to show the number of fatality cases that were due to DUI/DUID. These reports will help the Tehama County Sheriff's Office determine what the most effective methods will be to positively impact the community by raising awareness and working towards decreasing fatalities caused by DUI/DUID incidents by patrolling areas more often that have been determined as high risk.

Program Sustainability

The two-year grant period will allow the Tehama County Sheriff's department to have two years of data to determine a trend of what areas in the community have the highest rate of DUI/DUID fatalities and average number of deaths per year due to DUI/DUID. If grant funding is unavailable or decreased, the data will be beneficial for budget forecasting for the general fund allocations and/or applying for additional grant funding if available from other grant sources that are necessary to continue our partnership with our forensic consultants and the necessary personnel overtime that is needed for the Coroner staff to conduct DUI/DUID investigations. The continued data collection will also allow the Sheriff's Office to track the effectiveness of raising community awareness and extra patrol efforts in high DUI/DUID fatality risk areas are.

Administrative Support

The Tehama County Sheriff's office has been receiving grant funding from multiple grant sources for many years that has helped the Sheriff's Office better serve the citizens of Tehama County and fill the funding gaps that come with serving in a rural community. A staff member has been assigned specifically to manage the grants to ensure projects are completed during the performance period and that all reporting requirements are completed accurately and in a timely manner. The grants manager actively communicates with grant analyst during performance periods, department leadership, and other county agencies to make sure that funds are being spent efficiently and timely.

Schedule B

Detailed Budget Estimate

Award Number	Organization/Agency	Total Amount
23396	Tehama County Sheriff's Office	$100,000.00

Cost Category	Line Item Name	Total Cost to Grant
Personnel		
	Deputy Coroner II	$6,675.00
	Deputy Coroner I	$3,325.00
Category Sub-Total		**$10,000.00**
Consultants/Contracts		
	Ascertain Forensics	$50,000.00
	Central Valley Toxicology, Inc.	$40,000.00
Category Sub-Total		**$90,000.00**

Grant Total	$100,000.00

Schedule B-1
Budget Narrative

Tehama County Sheriff's Office

Personnel

Deputy Coroner II
$6,675.00
Deputy Coroner II, responds to fatal vehicle accidents to investigate the deceased body and surrounding areas for contributing factors such as alcoholic containers or drug paraphernalia; collect toxicology samples (IE. blood, urine, vitreous fluid) for submission to toxicology lab; locates and secures personal property to aid in identification of the deceased and help determine if alcohol or drug residues resided on personal effects; produce formal death investigation reports ; Hourly Rate $34.18/Overtime Rate $51.27

Deputy Coroner I
$3,325.00
Deputy Coroner I, responds to fatal vehicle accidents to investigate the deceased body and surrounding areas for contributing factors such as alcoholic containers or drug paraphernalia; collect toxicology samples (IE. blood, urine, vitreous fluid) for submission to toxicology lab; locates and secures personal property to aid in identification of the deceased and help determine if alcohol or drug residues resided on personal effects; produce formal death investigation reports; Hourly Rate $28.09/Overtime Rate $42.135.

Consultants/Contracts

Ascertain Forensics
$50,000.00
The consultant will complete toxicology testing on biological samples for alcohol and drugs in the deceased system when a DUI/DUID fatality occurs. Tehama County Sheriff's Office utilizes two separate toxicology vendors because we always strive to serve our community with competency and efficiency. Ascertain Forensics is an accredited toxicology laboratory that offers more in-depth testing services and lends increased credibility. Ascertain is a new vendor to Tehama County and prior to switching completely over to them as the sole vendor for toxicology services, the Coroner’s Office would like to make sure they meet their requirements and provide timely services. Once Tehama County determines if Ascertain Forensics is able to provide efficient and reliable services, they will then become the sole toxicology vendor and CVT's agreement will not be renewed.

Central Valley Toxicology, Inc.
$40,000.00
The consultant will complete toxicology testing on biological samples for alcohol and drugs in the deceased system when a DUI/DUID fatality occurs. Tehama County Sheriff's Office utilizes two separate toxicology vendors because we always strive to serve our community with competency and efficiency. Tehama County has a strong relationship with Central Valley Toxicology (CVT) and has been utilizing them as a vendor for many years, but they are not an accredited toxicology laboratory. Working with an accredited toxicology laboratory increases credibility.

E-Contract Review
Approval as to Form

Department Name: Tehama County Sheriff's Office

Vendor Name: Department of California Highway Patrol

Document Description: Agreement for Toxicology: Medical Examiners/Coroners Offices, and Law Enforcement Coroner Division's Grant

APPROVED AS TO FORM:

Date: 7/29/25

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

Tehama County

Agenda Request Form

File #: 25-1291 **Agenda Date:** 7/22/2025 **Agenda #:** 20.

SHERIFF'S OFFICE - Sheriff Dave Kain

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Sheriff and the Chairman to sign the Amendment No. 1 to the Agreement with UBEO West, LLC Misc. Agree. 2025-187 to agree that funding will be budgeted yearly to ensure the agreed upon lease payments will be made throughout the life of the multi-year agreement for the lease of 8 multifunction devices (copier/printer/scanner/fax) and 8 printers, effective 4/22/25 and shall terminate on 4/21/30

Financial Impact:
The funding source for the agreement has been budgeted for the FY 25/26 in the Rent/Lease of Equipment Budget 2027-53250

Background Information:
UBEO West, LLC is dedicated to building long-term partnerships and their core belief that customer loyalty is earned through exceptional service and consistent results. They have decades of experience serving various government entities and are nationally recognized in print and business process services. UBEO West, LLC has been providing lease and maintenance services to the County of Tehama for over 22 years and to the Sheriff's Office since 2011.

UBEO West, LLC requested an amendment to be made to confirm that in good faith, Tehama County will appropriate funds to pay for the multi-year Lease Agreement until the agreement ends on 4/21/30. If circumstances do arise and funds are not appropriated to the Lessor, the agreement can be terminated, Tehama County will be released of its obligations to make payments for the leased equipment and equipment must be returned to the Lessor.

AMENDMENT #1

TO THE AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND UBEO WEST, LLC

This Amendment to Agreement Number 2025-187, dated June 30th, 2025, (the "Agreement") by and between the County of Tehama, through its Sheriff's Office (County) and UBEO West, LLC (Contractor) for the purpose of providing the lease and maintenance of 8 multifunctional devices (copier/printer/scanner/fax) and 8 printers to the Tehama County Sheriff's Office, shall be amended pursuant to Section 7 as follows:

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.

County warrants that it has funds available to make all payment payable pursuant to the Agreement until the end of its current appropriation period and warrants that it presently intends to make Payments in each appropriation period from now until the end of this Agreement. The Department shall request from its legislative body or funding authority funds in its annual budget to be paid to the Lessor under this Agreement. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not appropriate funds to be paid to Lessor for the Equipment, County may, upon prior written notice to Lessor, effective upon the exhaustion of the funding authorized for the then current appropriation period, return the Equipment to Lessor, at County's

expense and in accordance with this Agreement, and thereupon, County shall be released of its obligation to make Payments to Lessor due thereafter, provided: (1) the Equipment is returned to Lessor as provided for in the Agreement; (2) the above described notice states the failure of the legislative body or funding authority to appropriate the necessary funds as the reason for cancellation; and (3) such notice is accompanied by payment of all amounts then due to Lessor under the Agreement. In the event County returns the Equipment pursuant to the terms of this Agreement, Lessor shall retain all sums paid by County. County's Payment obligations under this Agreement in any fiscal year shall constitute a current expense of County for such fiscal year, and shall not constitute indebtedness or a multiple fiscal year obligation of County under County's state constitution, state law or home rule charter. Nothing in this Agreement shall constitute a pledge by County of any taxes or other monies, other than as appropriated for a specific fiscal year for this Agreement and the Equipment.

The County's right to terminate this Agreement may be exercised by the Sheriff.

It is mutually agreed that all other terms and conditions of Agreement Number 2025-187 shall remain in full force and effect.

<<Signature page to immediately follow>>

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

UBEO WEST, LLC

Date: 07/14/2025

_____
John Allegos (Jul 14, 2025 07:22 PDT)
Authorized Agent

Agreement #: _____

134948
Vendor Number

2027-53250
Budget Account Number

dowen@ubeo.com
Vendor/Contractor Email Address

(530) 226-4424
Vendor/Contractor Phone Number

TCSO - AMENDMENT 1 UBEO 25-26

Final Audit Report 2025-07-14

Created:	2025-07-14
By:	Tehama County Sheriff-Coroner (accounting@tehamaso.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5Ov54QQy0MGPQU5TwvgvvlEn-yxddOKU

"TCSO - AMENDMENT 1 UBEO 25-26" History

Document created by Tehama County Sheriff-Coroner (accounting@tehamaso.org)
2025-07-14 - 2:06:12 PM GMT

Document emailed to jgallegos@ubeo.com for signature
2025-07-14 - 2:06:16 PM GMT

Email viewed by jgallegos@ubeo.com
2025-07-14 - 2:20:35 PM GMT

Signer jgallegos@ubeo.com entered name at signing as John Gallegos
2025-07-14 - 2:22:53 PM GMT

Document e-signed by John Gallegos (jgallegos@ubeo.com)
Signature Date: 2025-07-14 - 2:22:55 PM GMT - Time Source: server

Agreement completed.
2025-07-14 - 2:22:55 PM GMT

Powered by
Adobe
Acrobat Sign

COUNTY OF TEHAMA

Office of
Sean Houghtby
County Clerk and Recorder
P.O. Box 250
Courthouse
633 Washington Street
Red Bluff, California 96080



Tehama County Courthouse

TELEPHONE (Area Code 530)

Clerk & Recorder 527-3350
Elections 527-8190
Clerk of the Board
of Supervisors 527-3287

FAX 527-1745

WEB: www.co.tehama.ca.us

Date: June 30, 2025

OFFICE OF
THE CLERK OF THE BOARD OF SUPERVISORS

FROM THE DESK OF Sean Houghtby

TO: Jennifer Crane

RE: Return of Signature Page(s)

Please return **(1) fully-executed copy of the signature page** referenced and attached to this memo.

28. SHERIFF'S OFFICE **25-1061**

a) AGREEMENT - Request approval and authorization for the Chairman and the Sheriff to sign the Lease and Maintenance agreement with UBEO West, LLC for the lease of 8 multifunction devices (copier/printer/scanner/fax) and 8 printers, for the rates set forth in Exhibit "B", with maximum compensation to not exceed $25,000 per year for 5 years, effective 4/22/25 and shall terminate on 4/21/30

Enactment No: MISC. AGR 2025-187

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

If you have any questions, please contact this office at (530) 527-3287.

PLEASE RETURN TO: CLERK OF THE BOARD
P.O. BOX 250
RED BLUFF, CA 96080

OR

THROUGH INTER-OFFICE MAIL – AUDITOR'S OFFICE

AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND
UBEO West, LLC

This agreement is entered into between the County of Tehama, through its Sheriff's Office, ("County") and UBEO West, LLC ("Contractor") for the lease of 8 multifunction devices (copier/ printer/scanner/fax) and 8 printers, including maintenance and supplies.

1. **RESPONSIBILITIES OF CONTRACTOR**

During the term of this agreement, Contractor shall provide:

a. During the term of this agreement, Contractor shall provide and install 8 multifunction devices and 8 printers, including maintenance and supplies, as outlined in Exhibits B.

b. Contract shall provide maintenance on existing office equipment as outlined in Exhibit B.

   a. Black and White Copies .0042 per image

   b. Color Copies .0395 per image

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 Exhibit B, as attached hereto, after satisfactorily completing the duties described in this Agreement. Lease and service/supply shall not exceed 25,000.00 per year for 5 years.

The foregoing amounts include all applicable sales taxes, use taxes, and other taxes. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any

expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

4. **BILLING AND PAYMENT**

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

5. **TERM OF AGREEMENT**

This agreement shall commence on April 22,2025 and shall terminate upon 60 lease payments made by County in accordance with Exhibit B, unless terminated in accordance with section 6 below.

6. **TERMINATION OF AGREEMENT**

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

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

7. **ENTIRE AGREEMENT; MODIFICATION**

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

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

8. **NONASSIGNMENT OF AGREEMENT**

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

9. **EMPLOYMENT STATUS**

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

10. **INDEMNIFICATION**

Contractor shall defend, hold harmless, and indemnify Tehama County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged, arising out of contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Contractor shall, at its own expense, defend any suit or action founded

upon a claim of the foregoing. Contractor shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

11. INSURANCE

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

12. PREVAILING WAGE

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services hereunder are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office, and will make this information available to any interested party upon request. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a "public work." To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no contractor or subcontractor may be listed on a bid proposal or be awarded a

contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, with exceptions from this requirement specified under Labor Code sections 1725.5(f), 1771.1(a) and 1771.1(n).

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

13. NON-DISCRIMINATION

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

14. GREEN PROCUREMENT POLICY

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

15. COMPLIANCE WITH LAWS AND REGULATIONS

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

16. **LAW AND VENUE**

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

17. **AUTHORITY**

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

18. **NOTICES**

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

NOTICES TO COUNTY:
Tehama County Sheriff's Office
Attn: Dave Kain, Sheriff-Coroner
P.O. BOX 729
Red Bluff, CA 96080
(530) 527-7900
dkain@tehamaso.org

NOTICES TO CONTRACTOR:
Ubeo Business Services
Attn: Dan Owen
20240 Skypark Drive
Redding, CA 96002
(530) 226-4424
dowen@ubeo.com

INVOICES SUBMITTED TO COUNTY:
Tehama County Sheriff's Office
Attn: Accounting Division
P.O. BOX 729
Red Bluff, CA 96080
(530) 528-8979 option 1
nbrummond@tehamaso.org

GRANTS/CONTRACTS TO COUNTY:
Tehama County Sheriff's Office
Attn: Grants/Contracts
P.O. BOX 729
Red Bluff, CA 96080
(530) 528-8979 option 2
jcrane@tehamaso.org

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

19. **NON-EXCLUSIVE AGREEMENT**:

Contractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar

services to those provided by Contractor, or to perform such services with County's own forces, as County desires.

20. **STANDARDS OF THE PROFESSION**

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

21. **LICENSING OR ACCREDITATION**

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

22. **RESOLUTION OF AMBIGUITIES**

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

23. **NO THIRD PARTY BENEFICIARIES**

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

24. **HAZARDOUS MATERIALS**

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

during the performance of the services. County shall provide Safety Data Sheets for any Hazardous Materials that Contractor may be exposed to while on County property.

25. **HARASSMENT**

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

26. **COUNTERPARTS, ELECTRONIC SIGNATURES - BINDING**

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

27. **EXHIBITS**

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

28. **RELEASE OF LIABILITY AND REMOVAL OF ASSESTS**

Contractor shall remove all equipment stated on Exhibit B and Tehama County will sign the release of liability allowing the Contractor to recycle said devices. This signed statement releases all interest personal or otherwise in the equipment described in Exhibit B.

Prior to removal of the Canon Multi-function devices, the Contractor will remove and produce the hard drives to Tehama County Sheriff Office. An authorized party at the Sheriff Office will be responsible for destroying said drives from all current Canon copiers and Samsung printers on existing agreement between TCSO and RMC. All of the expenses to remove hard drives and recycle equipment from County locations (Sheriff's Office and Jail specifically) shall be bared by the contractor.

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

COUNTY OF TEHAMA

Date: _____

6.30.2025
Sheriff-Coroner

Date: _____

6/24/2025
Chairman, Board of Supervisors

UBEO Business Services

Date: 05/06/2025

John Gallegos
John Gallegos | Jun 5, 2025 11:26 PDT

John Gallegos, VP/GM

Agreement #: 2025-187

134948
Vendor Number

2027-53250
Budget Account Number

dowen@ubeo.com
Vendor/Contractor Email Address

(530) 226-4424
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

ubeo BUSINESS SERVICES

APPLICATION NO.	AGREEMENT NO.

VALUE RENTAL AGREEMENT

3131 Esplanade • Chico, CA 95973 • Phone: 530.343.6065 • Fax: 530.343.9470

The words "**User**," "**Lessee**," "**you**" and "**your**" refer to **Customer**. The words "**Owner**," "**Lessor**," "**we**," "**us**" and "**our**" refer to **UBEO West, LLC**.

CUSTOMER INFORMATION

FULL LEGAL NAME			STREET ADDRESS	
Tehama County Sheriff			22840 Antelope Blvd	
CITY	STATE	ZIP	PHONE	FAX
Red Bluff	CA	960808874	(530) 529-7920	(530) 529-7933
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	
Jennifer Crane			PO Box 729	
CITY	STATE	ZIP	E-MAIL	
Red Bluff	CA	96080	jcrane@tehamaso.org	

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)
Same

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NO.	STARTING METER	NOT FINANCED UNDER THIS AGREEMENT
(2) Canon ImageRUNNER ADVANCE DX C5840I			☐
(3) Canon ImageRUNNER ADVANCE DX C5860i			☐
(3) Canon ImageRUNNDER ADVANCE DX C359if			☐
(5) HP LaserJet Managed E40040DN			☐
(3) HP Color LaserJet Managed E45028DN			☐
			☐
			☐
			☐

☐ See attached Schedule A ☐ See attached Billing Schedule

TERM AND PAYMENT INFORMATION

60 Payments* of $ 950.46 *If you are exempt from sales tax, attach your certificate.* **plus applicable taxes*

The payment ("Payment") period is monthly unless otherwise indicated.

Payment includes	0	B&W images per month	Overages billed at $	$0.0042	per B&W image*
Payment includes	0	General Color images per month	Overages billed at $	$0.0395	per General Color image*
Payment includes		Pro. Color images per month	Overages billed at $		per Pro. Color image*
Payment includes		scans per month	Overages billed at $		per scan*

Please check one: **Meter Readings verified:** ☐ Monthly ☐ Quarterly ☐ Other: _____ (If nothing is selected, then Quarterly will be your Meter Reading option.)

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

OWNER ACCEPTANCE

OWNER	SIGNATURE	TITLE	DATED
UBEO West, LLC	John Gallegos	VP/GM	05/06/2025

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.

CUSTOMER (as referenced above)	SIGNATURE	TITLE	DATED
Tehama County Sheriff	X	Sheriff - Coroner	6/30/25

FEDERAL TAX I.D. # PRINT NAME

TERMS AND CONDITIONS *(Continued on Page 2)*

1. **AGREEMENT:** You agree to rent from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month. In addition, should this Agreement replace a previous UBEO West, LLC generated equipment rental, a CLOSING BILL on the agreement being replaced, up to the installation date of the new equipment, will be sent approximately (10) days after delivery of the new equipment. You agree to pay this CLOSING BILL charges as they represent valid charges for product and services provided under the prior agreement up to the installation date of the new equipment. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law.

2. **OWNERSHIP; PAYMENTS; TAXES AND FEES:** We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or, if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its rental, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. You agree to pay us a yearly processing fee of up to $50 for personal property taxes we pay related to the Equipment. You agree to pay us a fee of up to $50 for filing and/or searching costs required under the Uniform Commercial Code ("UCC") or other laws. You agree to pay us an origination fee of $125 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of $30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **EQUIPMENT; SECURITY INTEREST:** At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, to do so as provided in either (A) or (B) below, as determined in our discretion: (A) We may obtain insurance covering our interest (and only our interest) in the Equipment for the Agreement term and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time. You may be required to pay us an additional amount each month for the insurance premium and an administrative fee. The cost may be more than the cost of obtaining your own insurance; or (B) We may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, renting, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

5. **ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBRENT THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent which will not be unreasonably withheld.** You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. **You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. **INSPECTIONS AND REPORTS:** We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer period as provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.

8. **END OF TERM:** At the end of the initial term, this Agreement shall renew for successive 12-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to return the Equipment, and you timely return the Equipment. You shall continue making Payments and paying all other amounts due until the Equipment is returned. As long as you have given us the required written notice, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. At the end of the term or upon repossession of the Equipment after a default, you agree to pay us a minimum return fee of $250, which will cover up to 10 units of returned Equipment and will not be prorated, and in addition, a supplemental return fee of up to $50 per each unit of returned Equipment in excess of 10 units (collectively, the "Return Fee"). If, in our sole discretion, we allow you to return any Equipment prior to the end of the term, you shall pay us the Return Fee each time you return Equipment. YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.

9. **USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

10. **MISCELLANEOUS:** Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

11. **WARRANTY DISCLAIMERS:** WE ARE RENTING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. IN THE EVENT WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE DOES NOT TAKE RESPONSIBILITIES FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. **YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.** SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.

12. **LAW; JURY WAIVER:** This Agreement will be governed by and construed in accordance with the law of the principal place of business of Owner or, if assigned, its assignee. You consent to jurisdiction and venue of any state or federal court in the state of the Owner or, if assigned, its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY**.

13. **MAINTENANCE AND SUPPLIES:** You have elected to enter into a separate arrangement with Supplier for maintenance, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and toner and developer ("Arrangement"). You agree to pay all amounts owing under this Agreement regardless of any claim you have against Supplier relating to the Arrangement. Supplier will be solely responsible for performing all services and providing all supplies under the Arrangement. You agree not to hold Owner (if different from Supplier) or any assignee of this Agreement responsible for Supplier's obligations under the Arrangement. As a convenience to you, we will provide you with one invoice covering amounts owing under this Agreement and the Arrangement. If necessary, Supplier's obligations to you under the Arrangement may be assigned by us. You have been informed that a surge protector is recommended to protect your electronic investment from harmful high voltage power disturbances. Said surge protectors should have network protection when connected in a network environment. Units that provide network protection are available through UBEO West, LLC. You are responsible for providing manufacturer recommended adequate power supply. Check one of the following: ☐ Purchased ☐ Has existing ☐ Declined and will be responsible for damage caused by not having a surge protector. You agree to pay a monthly supply freight fee to cover the costs of shipping supplies to you. An image/scan is equal to a single sided 8.5" x 11" copy or print. Each month, you are entitled to produce the minimum number of images/scans shown on page 1 of this Agreement for each applicable image/scan type. Regardless of the number of images/scans made, you will never pay less than the minimum Payment. You agree to provide periodic meter readings on the Equipment. If at any time during the term of this Agreement meter readings are not collected electronically there will be a $5 fee assessed per device, per month for the term of this Agreement or until the meter readings are set-up electronically. You agree to pay the applicable overage charge for each metered image/scan that exceeds the applicable minimum number of images/scans. Images/scans made on equipment marked as not financed under this Agreement will be included in determining your image/scan and overage charges. At the end of the first year of this Agreement, and once each successive 12-month period thereafter, the maintenance and supplies portion of the Payment and the overage charges may be increased by a maximum of 15% of the existing payment or charge. If you have multiple devices at the installation address, which use the same supplies provided under this Agreement, all devices using the same supplies must be covered under an active agreement with Supplier. UBEO West, LLC agrees not to disclose any customer information to manufacturers or competitors that is not required by law.

14. **EXCLUSIONS:** Maintenance service under the Arrangement is contingent upon proper use of the device. The Arrangement does not include: a) Repairs resulting from causes other than normal use; your willful act, use of any paper stock that does not meet device specifications, negligence or misuse including, without limitation, damage to any part or mechanisms and/or use or supplies or spare parts not manufactured and/or use or supplies or spare parts not manufactured by the original equipment manufacturer and which cause abnormally high service calls or service problems; accident, transportation, failure of electrical power, air conditioning or humidity control related problems, acts of nature (fire , flood etc.), theft, or any other unusual circumstance. b) Repairs made necessary by service performed by personnel other than UBEO West, LLC representative. c) Work which you request to be performed outside regular business hours. d) Reconditioning or modification to the Equipment except those specified by UBEO West, LLC's Technical Service Department to assure greater performance of the Equipment. e) Any and all work related to data flow between the covered device and your computers, software or computer network; or work on your computers, software or computer network independent of the Equipment. f) Repairs to the Equipment that is past the manufactures end of service life.

UBEO Lease Agreement 2025-2030 - Modified

Final Audit Report 2025-06-05

Created:	2025-06-05
By:	Tehama County Sheriff-Coroner (accounting@tehamaso.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAla7ZU1-2HyQv2fcnFuZyIs2AsQ2otu1L

"UBEO Lease Agreement 2025-2030 - Modified" History

Document created by Tehama County Sheriff-Coroner (accounting@tehamaso.org)
2025-06-05 - 5:22:27 PM GMT

Document emailed to jgallegos@ubeo.com for signature
2025-06-05 - 5:22:32 PM GMT

Email viewed by jgallegos@ubeo.com
2025-06-05 - 5:24:08 PM GMT

Signer jgallegos@ubeo.com entered name at signing as John Gallegos
2025-06-05 - 5:26:02 PM GMT

Document e-signed by John Gallegos (jgallegos@ubeo.com)
Signature Date: 2025-06-05 - 5:26:04 PM GMT - Time Source: server

Agreement completed.
2025-06-05 - 5:26:04 PM GMT

Powered by
Adobe
Acrobat Sign

Tehama County

Minutes Certification

File Number: 25-1061 **Enactment Number: MISC. AGR 2025-187**

28. SHERIFF'S OFFICE **25-1061**

a) AGREEMENT - Request approval and authorization for the Chairman and the Sheriff to sign the Lease and Maintenance agreement with UBEO West, LLC for the lease of 8 multifunction devices (copier/printer/scanner/fax) and 8 printers, for the rates set forth in Exhibit "B", with maximum compensation to not exceed $25,000 per year for 5 years, effective 4/22/25 and shall terminate on 4/21/30

Enactment No: MISC. AGR 2025-187

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

RESULT: APPROVE

I, SEAN HOUGHTBY, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on 6/24/2025.

Attest: **June 30, 2025**
Date Certified

E-Contract Review
Approval as to Form

Department Name: Tehama County Sheriff's Office

Vendor Name: UBEO, West, LLC

Document Description: Amendment to lease of multifunctional devices

APPROVED AS TO FORM:

Date: 7/14/25

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

Tehama County

Agenda Request Form

File #: 25-1177 **Agenda Date:** 7/22/2025 **Agenda #:** 21.

SHERIFF'S OFFICE - Sheriff Dave Kain

Requested Action(s)
a) RESOLUTION: Request adoption of the resolution authorizing the Sheriff's Office to retain the Law Firm of Jones Mayer to provide conflict legal counsel and advisory services in connection with an ongoing criminal investigation involving public officials and county department heads, agreement will not exceed $100,000.00

Financial Impact:
Funds to come from the General Fund FY 25/26, pursuant to Government Code Section 31000.6.

Background Information:
The Tehama County Sheriff's Office is actively engaged in a criminal investigation involving allegations of misconduct by current and/or former county public officials and department heads. Due to the nature of the investigation and the potential involvement or association of County Counsel and the Tehama County District Attorney's Office with those under investigation, significant conflicts of interest have been identified that preclude reliance on those offices for legal counsel and prosecutorial guidance.

The Sheriff's Office seeks to retain Jones Mayer, a legal firm with extensive experience representing California Sheriff's Offices. The firm has:

- Former District Attorney's on staff to assist with the criminal legal review of investigative findings
- California Public Records Acts (CPRA) experts to guide lawful release of case-related records and reports
- A history of providing legal counsel tailored to the unique needs and responsibilities of law enforcement

This request is made under the authority of California Government Code § 31000.6, which permits the Board of Supervisors to contract with private legal counsel, when it is determined that county counsel is unable to represent the requesting officer due to a conflict. Once a contract is negotiated, it will be returned for approval by the Board.

RESOLUTION NO. 2025-_____
A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF TEHAMA
AUTHORIZING THE TEHAMA COUNTY SHERIFF'S OFFICE TO RETAIN THE LAW FIRM OF JONES MAYER TO PROVIDE CONFLICT LEGAL COUNSEL

WHEREAS, the Tehama County Sheriff's Office has an ongoing criminal investigation involving public officials and county department heads; and

WHEREAS, the Tehama County Counsel's Office, which ordinarily provides legal services to county departments, has been identified as a conflict of interest that prevents it from representing the Sheriff's Office in this matter; and

WHEREAS, Pursuant to Government Code Section § 31000.6 authorizes the Board of Supervisors to contract with private counsel to furnish legal services when necessary or advisable in the public's interest and

WHEREAS, the retention of independent legal counsel is necessary to ensure the Sheriff's Office receives impartial and competent representation in accordance with applicable ethical and legal standards;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors authorizes the Sheriff's Office to retain Jones Mayer as legal counsel for the Tehama County Sheriff's Office, and authorize the Auditor to issue payment for service rendered from the General Fund, and the Chairman of the Board and the Sheriff, or their designees, will execute any agreements or contracts necessary to retain such legal counsel, subject to approval by risk management and as to form by County Counsel,

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 the Sheriff to retain conflict counsel

APPROVED AS TO FORM:

Date: 6/30/25

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

Tehama County

Agenda Request Form

File #: 25-1258 **Agenda Date:** 7/22/2025 **Agenda #:** 22.

PERSONNEL - Personnel Director Coral Ferrin

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Personnel Director to sign the agreement with AirMedCare Network (AMCN) for the purpose of providing Tehama County employees with an opportunity to enroll in emergent air ambulance transportation program, effective 7/22/25

b) AGREEMENT - Request approval and authorization for the Personnel Director to sign the agreement with AirMedCare Network Fly-U-Home for the purpose of providing Tehama County employees with an opportunity to enroll in non-emergent patient transports within the contiguous 48 states, effective 7/22/25

c) AGREEMENT - Request approval and authorization for the Personnel Director to sign the agreement with AirMed International for the purpose of providing Tehama County employees with an opportunity to enroll in non-emergent patient transports internationally, effective 7/22/25

Financial Impact:
There is no financial impact on Tehama County. The membership fee will be paid by Tehama County employees who elect to participate in the group plan.

Background Information:
The Tehama County Personnel Office is requesting approval for the Personnel Director to sign an agreement with AirMedCare Network (AMCN). AirMedCare Network is also known as Reach Air Medical. AirMedCare Network is offering County of Tehama employees an opportunity to enroll in a business partnership plan for air ambulance transportation at a discounted rate based on the group size. Under the agreement, the cost of one household membership for Emergent Air Ambulance transportation by AirMedCare Network for Tehama County employees will be $65 annually. A household is considered to include all family members who reside in the household. Employees who enroll will have the $65 annual membership payment withdrawn via payroll deduction. The pay period date for the withdrawal will be determined once the agreement has been signed and the enrollment period has been determined. Newly appointed employees will be given an opportunity to enroll at a pro-rated rate.

Employees who enroll will receive a membership identification card issued by AirMedCare Network, as well as membership stickers for the household. It is the responsibility of the transported member to notify emergency personnel and healthcare providers of their AirMedCare Network membership at the time of transport, if possible, to avoid receiving a bill for air ambulance transportation.

AirMedCare Network offers three different membership options for Tehama County employees. In addition to Emergent Air Ambulance transport, AirMedCare Network offers non-emergent air

ambulance transport. Fly-U-Home transport ($140 annually) and AirMed International transport ($295 annually) provide access to medically equipped, private aircraft for transportation to a hospital of the members choice should the member become hospitalized more than 150 nautical miles from their home residence within the contiguous 48 states (Fly-U-Home) or internationally (AirMed International). All AirMedCare Network membership have no out-of-pocket expenses when flown by an AirMedCare Network provider.

AirMedCare Network is not an insurance program. AirMedCare Network will not compensate or reimburse another ambulance company which provides emergency transportation to you or your family. This may occur when the 911 Emergency System has independently determined another air ambulance company could provide more expeditious service or is next in the rotation to receive a call. This might also occur when AirMedCare Network air ambulance is unable to perform within a medically appropriate timeframe due to mechanical or maintenance problems or being on another call for service.

Costs associated with emergency air ambulance transport can create considerable financial strain. By joining the AirMedCare Network membership program, employees will be given the opportunity to significantly reduce out-of-pocket expenses related to air ambulance transportation when AirMedCare Network is the service provider.

AirMedCare NETWORK®
A Global Medical Response Solution

AIRMEDCARE NETWORK
P.O. Box 948
West Plains, MO 65775
Return Service Requested

RED BLUFF CHAMBER TEHAMA COUNTY
REACH | CAL-ORE Life Flight
A Global Medical Response Solution

Tehama County Administrative Office
Gabriel Hydrick
727 Oak Street
Red Bluff, CA 986080

AIRMEDCARE NETWORK AND CAL-ORE LIFE FLIGHT/REACH AIR MEDICAL ARE PROTECTING YOUR FAMILY AND FINANCES





Dear Red Bluff Chamber of Commerce Member: Tehama County Administrative Office:

We are excited to announce our membership opportunity, available to local Business Owners and their employees. This opportunity adds yet another benefit for members of your organization, offering a special rate on AirMedCare Network (AMCN) Memberships to chamber members and employees.

AMCN is America's largest air medical membership network, providing financial coverage for emergency air medical transport within our network. Even with medical insurance, air medical transport can result in significant out-of-pocket expenses; however, an AMCN membership ensures no out-of-pocket expenses for medically necessary flights, only if flown by an AMCN provider.

AMCN MEMBERSHIP BENEFITS AT-A-GLANCE

- NO OUT-OF-POCKET COSTS: Members have no out-of-pocket costs only if flown by an AMCN provider.
- HOUSEHOLD COVERAGE: Membership fees cover not just yourself, but anyone who resides within the household.
- TELADOC ACCESS: AMCN members enjoy access to Teladoc's service at a discounted rate of $3 a month (plus $45 per visit). Teladoc lets you speak with a board-certified doctor 24 hours a day. AirMedCareNetwork.com/Teladoc
- COAST TO COAST PROTECTION: Air Membership is valid across 320 locations in 38 states, so you are covered at home and while traveling, only if flown by an AMCN provider.

ADD FLY-U-HOME FOR ADDED PROTECTION

Fly-U-Home is a must-have membership for those traveling more frequently. Discounted rates are available for existing AMCN members and it provides access to a fleet of medically equipped, private aircraft ready to transport you to your local hospital of choice, should you become hospitalized more than 150 nautical miles from home. And as with AMCN membership, you will have no out-of-pocket expenses in relation to your flight.

For questions, or to enroll in membership, please do not hesitate to contact me.

Sincerely,
Jennifer Hart | Membership Sales Manager | 530.510.2915
jennifer.hart@gmr.net | track: 12952

Dispatch decisions are made by emergency medical personnel; membership does not guarantee transport by an AMCN provider.

MEMBERSHIP MATTERS

Some ambulance companies (both ground and air) offer membership programs, and some do not. Some of those companies who do not offer membership programs are trying to convince state lawmakers to take away your choice to have a membership. We believe YOU should decide if a membership is right for you. The membership service offered by GMR's AirMedCare Network covers the cost of co-pays, deductibles and any emergency transport declined by insurance providers as "not medically necessary." The membership offered by AMCN protects families when insurance fails to cover the full cost of a medical emergency; a member will have no out-of-pocket expenses if flown by an AMCN provider.

- A decade ago, only 55% of health benefit plans had a deductible. Today, 81% of them have some type of deductible and more than 24% of those are high-deductible plans. According to the Kaiser Family Foundation, families with high-deductible plans pay an average of $4,332 out of pocket for each air medical transport.
- Over the last five years, the average annual deductible among covered employees with a deductible has increased 36% and 100% over the last ten years, per the Kaiser Family Foundation – 2019 Employer Health Benefits Survey.
- Over 75% of the approximately 125,000 transports made each year by AMCN providers are Medicare, self-pay, or insurance paid, so eliminating membership would result in over 93,000 of our patients not having the choice to pre-pay any potential out-of-pocket financial exposure.

THE NO SURPRISES ACT. The "No Surprises Act" shifts financial responsibility for balance bills (the difference between the amount charged and the amount insurance companies say is reasonable) from patients to insurance companies. That's fair, given the insurance companies are deciding what payment they think is reasonable. The No Surprises Act does not eliminate co-pays, co-insurance or deductibles owed by the patient. It does not require your insurance company to cover your ambulance transport. If you are transported by one of our companies, our membership eliminates anything you owe us that is not covered by your insurance, including co-pays, co-insurance or deductibles for the transport. If you do not have commercial insurance, the No Surprises Act does not apply to you, but our membership still works the same way. If you lose your insurance coverage, do not have insurance, or your insurer declines to cover your transport as not medically necessary, membership still guarantees no out-of-pocket expense. Most of AMCN's competitors will not sell membership to uninsured individuals.

HOW MEMBERSHIP FEES ARE USED. Contrary to the claims of one of our competitors, we do not collect membership fees to pay for lobbying to collect membership fees. That's nonsense. We do, however, zealously protect our right to offer memberships and your right to choose.

Also contrary to the claims of one of our competitors, yes, memberships really do cover deductibles, insurance co-pays – and more.

THE CHANCES OF NEEDING AIR AMBULANCE TRANSPORT. The chance of needing an emergency air medical transport is low. We hope you never need emergency medical transportation of any kind. But, if you do need emergency air medical transportation and are transported by us, our membership will cover any out-of-pocket costs for the transport. One less thing to worry about so you can focus on recovery.

PATIENT ADVOCACY AND PATIENT FINANCIAL RESPONSIBILITY. We believe in patient advocacy, and we are working hard to go in-network with commercial insurance companies. No provider can control your co-pays, deductibles or co-insurance – that's between you and your insurance company. AirMedCare Network providers are currently in-network with 139 insurance companies. Whether you're a member or not, our tireless Patient Advocates do everything in their power to work with a patient's insurance company to ensure that the patient's financial exposure is as small as possible in every possible way.

AMCN has partnered with Teladoc – the most trusted telehealth provider in the world to offer our members enhanced value with their AMCN membership. Serving over 20 million members, Teladoc is available to AMCN members at a discounted rate. Requesting a visit with a doctor is easy anytime, day or night, 24 hours a day, 365 days a year, by web, phone, or with the Teladoc app.



PROTECT YOUR FAMILY AND YOUR FINANCES

BUSINESS PLAN OPTIONS

Running a business is a challenge today, and hiring and keeping good employees is only a part of it. We know that employers are balancing budgets and employee benefits, and we want to help. AirMedCare Network partners with select businesses to offer their employees financial peace of mind as a thank-you for all their hard work and support of the business.

ABOUT AIRMEDCARE NETWORK

In a medical emergency every second counts, especially when transporting patients who are far away from appropriate medical treatment. No one knows that better than AirMedCare Network (AMCN).

AMCN MEMBERSHIP PRICING

BUSINESS RATES BY GROUP SIZE

	1 YR	3 YRS	5 YRS	10 YRS
3-149	$75	$195	$295	$585
150-499	$70	$180	$270	$535
500-999	$65	$165	$245	$485
1000-4999	$60	$150	$220	$435
5000-9999	$55	$135	$195	$385
10000+	$50	$120	$170	$335

Minimum 3 participants. Terms & conditions apply. Multi-year memberships not available in AK & CA. 10-year membership not available in IN.

AMCN providers respond to scene calls and provide hospital-to-hospital transports—carrying seriously ill or injured patients to the nearest appropriate medical facility.

AirMedCare Network is America's largest air ambulance membership network. AMCN provides coverage across 320 locations in 38 states with over 3 million network members.

Expenses for emergency air medical transport can put stress on your finances. With an AMCN membership, you will have no out-of-pocket expenses only if flown by any AMCN provider. Membership fees cover not just yourself, but anyone who resides within the household.

Flexible solutions will fit your specific need and create a valuable benefit for your teams.

- With an Employer Paid-Group Full Plan, you can purchase the membership for your employees at a discounted rate. As your gift to them, this allows your employee to recover from a life or limb threatening emergency without the financial worry of the cost of their flight when flown by one of our providers.
- With an Employer Paid Census Plan, you maintain ownership of the membership benefit. You can control cost, and you'll cut down on the paperwork required to get your employees covered-saving you precious time!
- We are also proud to offer a payroll deduction option for your employees. At no additional cost to you, you can offer financial peace of mind to your employees allowing them to recover from life or limb threatening emergencies when they are flown by one of our providers. Each employee will be able to make the decision about adding this to their benefits package. Many of our customers love the option to be able to spread the cost of a longer-term membership over multiple pay periods. As the employer, you can control how many pay periods you deduct it from their payroll, and you can take up to 3 consecutive months to pay us!

Contact your local Membership Sales Manager for questions or to enroll:

Jennifer Hart | 530.510.2915 | jennifer.hart@gmr.net
amcnrep.com/jennifer-hart | Track Code: 12952

REACH | CAL-ORE Life Flight
A Global Medical Response Solution

Dispatch decisions are made by emergency medical personnel; membership does not guarantee transport by an AMCN provider.

AirMedCare NETWORK®
A Global Medical Response Solution

AIR EVAC LIFETEAM | GUARDIAN FLIGHT | MED-TRANS | REACH

REAL SURVIVORS
REAL STORIES

Marina Cochran-Smith & Oliver

Marina Cochran-Smith and Chad Swimmer had just had their first child, Oliver, via home birth. Like countless newborns, Oliver developed jaundice.

A few days passed and Oliver still had symptoms, so the couple took him to the nearby hospital. Oliver's bilirubin numbers were the highest the doctor had ever seen, and he needed to be transferred immediately to a pediatric specialty hospital.

Soon, our AMCN provider pilot Jeff Barker touched down with flight nurses Kyla Betts and Jennifer Fennerl. Marina describes both nurses as "phenomenal and professional". When they arrived at the Pediatric ICU, Oliver started phototherapy.



"We were out of there in less than 48 hours," Chad reports. "Oliver had a fantastic recovery." Marina says, "One often hears the phrase, 'You saved my life!' used flippantly. Now we know its true meaning, and there are no words that can accurately express our gratitude."

AirMedCare NETWORK®
A Global Medical Response Solution

EMERGENT MEMBERSHIP PROCESS

We're There...

WHEN EMERGENCIES HAPPEN

At Home | On The Road | Out & About

WHEN YOU NEED A HIGHER LEVEL OF CARE

Hospital To Hospital Transports

DIAL 911

Air Medical Transport

MEMBER
No out-of-pocket expense only if flown by an AirMedCare Network provider

NON-MEMBER
Can cost thousands of dollars in out-of-pocket expenses

Dispatch decisions are made by emergency medical personnel; membership does not guarantee transport by an AMCN provider.

AirMedCare NETWORK® A Global Medical Response Solution | AIR EVAC LIFETEAM | GUARDIAN FLIGHT | MED-TRANS | REACH℠

Plan Code:

AirMedCare Network Membership for Payroll Deduct Only
For:

Organization:
Physical Address:

Mailing Address:
Contact:
Phone:
Email:
County:

Membership Sales Manager/Base: Jennifer Hart/REACH

Participants:

1. The Organization is collecting by payroll deduction the fees shown below from the individuals (Participants) listed on a Participant List (to be provided after Participants complete individual membership applications) and remitting such fees to AirMedCare Network so the Participants can be members of the AirMedCare Network, an alliance of affiliated air ambulance providers *(each a "Company") as provided in this Agreement.
   - A Participant must be actively affiliated with the Organization (as a member, director, officer, employee or similar relationship) as indicated on the Participant List when the fee for such Participant is paid.
   - Each Participant must submit a completed membership application to AirMedCare Network.
2. For annual payment plans, the Organization may later add a Participant by providing AirMedCare Network with the following for the new Participant: (a) a completed application and (b) a pro-rated payment based on the number of months remaining under this Agreement.
3. For monthly payment plans, the current Participant List must be submitted with each monthly payment to ensure proper application of the fees.

Fees and Payment:

No. of Participants in Initial Group	Rates			Total
	1 Year Membership Participant(s)	$	65.00	$ -
			Total	$ -

General Provisions:

1. Participant memberships will be effective upon AirMedCare Network's receipt of (a) this Agreement signed by the Organization, (b) payment as provided above and (c) membership applications completed by the Participants. Memberships will automatically expire without notice (i) after one year for annual payment plans, and (ii) after one month for monthly payment plans; however, a 60 day grace period will apply if a membership renewal payment is received within such grace period. No refunds.
2. AirMedCare Network agrees that Participant Lists and membership applications (a) will be used by AirMedCare Network only for the purpose of delivering AirMedCare Network services, (b) will be treated like any other AirMedCare Network confidential information and (c) will not be used, sold or shared with any third party inconsistent with this provision.
3. This Agreement will automatically renew on its anniversary date (annually or monthly, as applicable), if (a) no termination notice has been sent by either party and (b) payment for the renewal period is received by AirMedCare Network before expiration of the grace period. Either party may terminate this Agreement at any time and for any reason with 30 days prior written notice to the other party, but termination will not affect issued memberships.
4. The Organization shall not decrease the historical air ambulance coverage benefit or reimbursement amount applicable to the Participants. Any such action will be a material breach of this Agreement and AirMedCare Network may immediately terminate this Agreement and pursue any other remedies available at law or in equity.
5. The Organization acknowledges and understands that each Participant will be subject to the Terms and Conditions attached hereto as Exhibit A. However, the Organization and AirMedCare Network hereby acknowledge and agree that the terms and conditions set forth in Exhibit A shall not govern or control the relationship or interpretation of this Agreement between the Organization and AirMedCare Network.

Attention California Residents **A Word from the California Department of Managed Health Care

(A) BEFORE YOU PURCHASE: If you are currently enrolled in a health maintenance organization (HMO) or other health insurance, the benefits provided by an Ambulance Plan may duplicate the benefits provided by your HMO or other health insurance. If you have a question regarding whether your HMO or other health insurance offers benefits for ambulance services, you should contact that other company directly.

(B) WARNING: This Ambulance Plan is not an insurance program. It will not compensate or reimburse another ambulance company that provides emergency transportation to you or your family. This may occur when the 911 Emergency System has independently determined that another company could provide more expeditious service or is next in the rotation to receive a call. This might also occur when this Ambulance Plan is unable to perform within a medically appropriate timeframe due to a mechanical or maintenance problem or being on another call.

Initial or Sign Here: _____

(C) COMPLAINTS: For complaints regarding this Ambulance Plan, or if you have questions regarding the Plan, first attempt to call REACH/CALSTAR/Cal-Ore at 1.800.793.0010. If REACH/CALSTAR/Cal-Ore fails to resolve the complaint to your satisfaction, contact the Department of Managed Health Care at 1-888-466-2219. The Department's website is http://www.healthhelp.ca.gov. You may obtain complaint forms and instructions online.
(D) OPERATING UNDER CONDITIONAL EXEMPTION: This Ambulance Plan is operating pursuant to an exemption from the Knox-Keene Health Care Service Plan Act of 1975 (Health and Safety Code section 1340 ct seq.).

Agreed to by:

Signature	Signature
Printed Name	**Matt Muse** Printed Name
Title	**Vice President of GMR Membership** Title
Organization Name	**Membership** Division
Date	Date

Initial_____

Exhibit A
Terms and Conditions

AirMedCare Network ("**AMCN**") is an alliance of affiliated emergency air ambulance providers* (each a **Provider**). Your AMCN membership automatically enrolls you as a member in each Provider's membership program. Membership ensures that you will have no out-of-pocket flight expenses if flown by a Provider by providing prepaid protection against a Provider's air ambulance costs that are not covered by any insurance, benefits, or third-party responsibility available to you, subject to the following terms and conditions:

1. Patient transport will be to the closest appropriate medical facility for medical conditions that are deemed by the AMCN Provider attending medical professionals to be life- or limb-threatening, or that could lead to permanent disability, and which require emergency air ambulance transport. A patient's medical condition, not membership status, will dictate whether or not air transportation is appropriate and required. Under all circumstances, an AMCN Provider retains the sole right and responsibility to determine whether or not a patient is flown. Emergent ground ambulance transport of a member by an AMCN Provider, in connection with an emergent air ambulance transport by a Provider, will be covered under these same terms and conditions.

2. AMCN Provider air ambulance services may not be available when requested due to factors beyond the Provider's control, such as use of the appropriate aircraft by another patient or other circumstances governed by operational requirements or restrictions including, but not limited to, equipment manufacturer limitations, governmental regulations, maintenance requirements, patient condition, age or size, or weather conditions. FAA restrictions prohibit most AMCN Provider aircraft from flying in inclement weather conditions. The primary determinant of whether to accept a flight is always the safety of the patient and medical flight crews.

3. Members who have any insurance or other benefits available to them, or third party responsibility (or liability) claims, that cover in any way the cost of ambulance services are financially liable for the cost of AMCN Provider services up to the limit of any such available coverage or recovery. In return for payment of the membership fee, the AMCN Provider will consider its air ambulance costs that are not covered by any insurance, benefits or other third-party responsibility available to the member to have been fully prepaid. "I**nsurance**" or "**benefits**" means any and all types of insurance or benefits without any limitation. By way of example only, such "insurance" or "benefits" include medical benefits available under health insurance, automobile insurance, homeowners insurance, workers compensation, and government insurance or benefits programs. Further, the terms "insurance" or "benefits" include any insurance or benefits that are owned by a member (or that are written or held in a member's name), as well as any insurance or benefits owned by someone else (or that are written or held in someone else's name) that provide coverage, to any extent, for the services provided by the AMCN Provider to a member. "Third-party responsibility" means any amounts that any third-party is required to pay to a member because of or related to the AMCN Provider's services rendered to the member. The AMCN Provider reserves the right to seek payment directly from any available insurance, benefits provider, or third party for services rendered to a member (to the same extent it could do so for any non-member patient), and members authorize all available insurers, benefits providers, and responsible third parties to pay any covered amounts directly to the AMCN Provider.

4. Members agree to remit to the AMCN Provider any payment received from any insurance, benefit providers, or any third party for any services provided by the AMCN Provider, not to exceed the amount charged by the AMCN Provider, including (but not limited to) instances in which payment for an AMCN Provider's services is made via settlement with any insurers, benefit providers, or third parties found responsible for a member's injury or condition leading to the air medical services provided by the AMCN Provider. Remitting such payments are not member out-of-pocket expenses because such payments originated from third parties only because of the air medical services provided to the member. Failure by a member to remit such payments constitutes a material breach of these terms and conditions and authorizes the Provider to seek full payment for its services from the member.

Initial_____

5. Neither the Providers nor AMCN is an insurance company. Membership is not an insurance policy and cannot be considered as a secondary insurance coverage or a supplement to any insurance coverage. **Neither the Providers nor AMCN will be responsible for payment for services provided by another ambulance service.**

6. Membership starts 15 days after AMCN receives a complete application with full payment; however, the waiting period will be waived for unforeseen events occurring during such time. Members must be natural persons. Memberships are non-refundable and non-transferable.

7. Some state laws prohibit Medicaid beneficiaries from being offered membership or being accepted into membership programs. By applying, members certify to the Providers that they are not Medicaid beneficiaries.

8. **LIMITATION OF LIABILITY.** **THE LIABILITY OF AMCN AND THE PROVIDERS, AND THE DAMAGES AVAILABLE TO A MEMBER, FOR BREACH OF THESE TERMS AND CONDITIONS IS LIMITED TO ACTUAL DAMAGES IN AN AMOUNT NOT TO EXCEED (A) ANY AMOUNT ACTUALLY RECEIVED BY AMCN OR ANY PROVIDER IN VIOLATION OF THESE TERMS AND CONDITIONS AND (B) THE MEMBERSHIP FEE PAID BY THE MEMBER FOR THE APPLICABLE MEMBERSHIP TERM. IN NO EVENT SHALL AMCN OR ANY PROVIDER BE LIABLE TO A MEMBER UNDER THESE TERMS AND CONDITIONS PURSUANT TO ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, ARISING OUT OF OR IN CONNECTION WITH THE MEMBERSHIP PROGRAM OR THESE TERMS AND CONDITIONS, EVEN IF AMCN OR A PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MEMBER ACKNOWLEDGES AND AGREES THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THESE TERMS AND CONDITIONS REFLECT AN ALLOCATION OF RISK SET FORTH IN THESE TERMS AND CONDITIONS AND THAT, IN THE ABSENCE OF SUCH LIMITATIONS, THESE TERMS AND CONDITIONS WOULD BE SUBSTANTIALLY DIFFERENT.**

9. Any and all matters arising out of or relating to the AMCN membership program, these terms and conditions, and/or the subject matter hereof shall be governed by, construed, and enforced in accordance with the laws of the United States of America (including without limitation, the Federal Arbitration Act) and, to the extent not preempted by Federal law, the laws of the State of Missouri without regard to conflicts or choice of law principles, regardless of the legal theory upon which such matter is asserted. Outside of these terms and conditions, Federal law preempts state and local laws, regulations, and other provisions, including common law duties that relate to rates, routes, or services of an air carrier. To the extent a state or political subdivision thereof makes the incorporation of common law duties or state law in contracts optional, the Providers and you agree that this contract does not incorporate any such common law duties or state laws.

10. **ARBITRATION AGREEMENT.** Any controversy or claim arising out of or relating to the AMCN membership program, these terms and conditions, and/or the subject matter hereof shall be resolved by binding arbitration by a single arbitrator pursuant to the Consumer Arbitration Rules of the American Arbitration Association ("**Rules**"), as modified by these terms and conditions. The place of arbitration will be St. Louis, Missouri. The judgment on any award rendered by the arbitrator may be entered in any court having jurisdiction thereof. **THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION, JOINT OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF OTHER MEMBERS OR OTHER PERSONS. THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT INDIVIDUAL PARTY'S CLAIM. The arbitrator is not authorized to award attorney's fees and costs or equitable relief.** In the event the prohibition on class arbitration or any other provision in this arbitration agreement is deemed invalid or unenforceable, then the remaining provisions of these

Initial_____

terms and conditions will remain in full force and effect. In the event of any dispute between the parties, you agree to first contact the Provider or AMCN and make a good faith effort to resolve the dispute before resorting to arbitration under these terms and conditions.

11. These terms and conditions supersede all previous terms and conditions between a member and the Providers or AMCN, including any other writings, or verbal representations, relating to the terms and conditions of membership. These terms and conditions may be modified or amended only in writing signed by the President or a Vice President of AMCN or a Provider, and may not be modified or amended orally, by trade usage or by course of conduct or dealing.

*Air Evac EMS, Inc. / Guardian Flight, LLC / Med-Trans Corporation / REACH Air Medical Services, LLC -- These terms and conditions apply to all AMCN participating provider membership programs, regardless of which participating provider transports you.

Initial_____

Plan Code:

AirMedCare Network Membership for Payroll Deduct Only
For:

Organization:
Physical Address:

Mailing Address:
Contact:
Phone:
Email:
County:

Membership Sales Manager/Base: Jennifer Hart/AMCN

Participants:

1. The Organization is collecting by payroll deduction the fees shown below from the individuals (Participants) listed on the attached Participant List become members of AMCN Fly-U-Home, which provides non-emergent patient transports in qualifying situations (see terms and conditions section)
   - A Participant must be actively affiliated with the Organization (as a member, director, officer, employee or similar relationship) as indicated on the Participant List when the fee for such Participant is paid.
   - Each Participant must submit a completed AMCN Fly-U-Home membership application to AirMedCare Network.
2. The Organization may later add a Participant by providing AirMedCare Network with the following for the new Participant: (a) a completed application and (b) a pro-rated payment based on the number of months remaining under this Agreement.

Fees and Payment:

No. of Participants in Initial Group		Rates		Total
		1 Year Membership Participant(s)	$ 140.00	$ -
			Total	$ -

General Provisions:

1. Participant memberships will be effective upon AirMedCare Network's receipt of (a) this Agreement signed by the Organization, (b) payment as provided above and (c) membership applications completed by the Participants.
2. AirMedCare Network agrees that Participant Lists and membership applications (a) will be used by AirMedCare Network only for the purpose of delivering AMCN Fly-U-Home services, (b) will be treated like any other AirMedCare Network confidential information and (c) will not be used, sold or shared with any third party inconsistent with this provision.
3. This Agreement will automatically renew on its anniversary date (annually or monthly, as applicable), if (a) no termination notice has been sent by either party and (b) payment for the renewal period is received by AirMedCare Network before expiration date. Either party may terminate this Agreement at any time and for any reason with 30 days prior written notice to the other party, but termination will not affect issued memberships. No refunds.
4. The Organization acknowledges and understands that each Participant will be subject to the Terms and Conditions attached hereto as **Exhibit A**. However, the Organization and AirMed hereby acknowledge and agree the terms and conditions set forth in Exhibit A shall not govern or control the relationship or interpretation of this Agreement between the Organization and AirMedCare Network.

Initial_____

Agreed to by:

Signature	Signature
Printed Name	**Matt Muse** Printed Name
Title	**Vice President of GMR Membership** Title
Organization Name	**Membership** Division
Date	Date

Attention California Residents A Word from the California Department of Managed Health Care

(A) BEFORE YOU PURCHASE: If you are currently enrolled in a health maintenance organization (HMO) or other health insurance, the benefits provided by an Ambulance Plan may duplicate the benefits provided by your HMO or other health insurance. If you have a question regarding whether your HMO or other health insurance offers benefits for ambulance services, you should contact that other company directly.

(B) WARNING: This Ambulance Plan is not an insurance program. It will not compensate or reimburse another ambulance company that provides emergency transportation to you or your family. This may occur when the 911 Emergency System has independently determined that another company could provide more expeditious service or is next in the rotation to receive a call. This might also occur when this Ambulance Plan is unable to perform within a medically appropriate timeframe due to a mechanical or maintenance problem or being on another call.

Initial or Sign Here: _____

(C) COMPLAINTS: For complaints regarding this Ambulance Plan, or if you have questions regarding the Plan, first attempt to call REACH/CALSTAR/Cal-Ore at 1.800.793.0010. If REACH/CALSTAR/Cal-Ore fails to resolve the complaint to your satisfaction, contact the Department of Managed Health Care at 1-888-466-2219. The Department's website is http://www.healthhelp.ca.gov. You may obtain complaint forms and instructions online.

(D) OPERATING UNDER CONDITIONAL EXEMPTION: This Ambulance Plan is operating pursuant to an exemption from the Knox-Keene Health Care Service Plan Act of 1975 (Health and Safety Code section 1340 ct seq.).

Initial_____

Exhibit A

AirMedCare Network* Fly-U-Home U.S. Domestic Membership – Terms and Conditions

1. **Air Medical Transport: Arrangements, Suitability and Additional Passengers.** If (1) an AirMedCare Network Fly-U-Home member is admitted to a hospital in the Contiguous 48 States that is more than 150 nautical miles (or approximately 172.6 statute miles) from the member's residence and (2) it is determined by the member's physician and AirMed's medical director that the member's medical condition is stable enough to allow air transport but that ***medical escort is required***, then, at the member's request, AirMed will provide the member with private air medical transport or, if appropriate, commercial airline transport with medical escort. Transport will be provided on a bedside-to-bedside basis to a hospital of the member's choice that has accepted the member as a patient and is within the locality of the member's residence, subject to the membership terms and conditions. Decisions regarding urgency of transport, the best timing and the most suitable means of transport will be made by AirMed after consultation with the local attending physician and the member's receiving physician. AirMed will make all arrangements for each air medical transport. AirMed will not reimburse members for medical, medical transport or related expenses they incur on their own. AirMedCare Network Fly-U-Home membership does not cover emergent patient transports.

   Travel companions and baggage will be accommodated at no additional cost on AirMed transports, subject to safety and space constraints, but companions will be responsible for their own airfare on scheduled commercial aircraft.

2. **Transport of Mortal Remains.** If a member dies within the Contiguous 48 States while traveling more than 150 nautical miles (or approximately 172.6 statute miles) from the member's residence, at the request of the member's family, AirMed will arrange for the return of the member's mortal remains to a funeral facility in the city of the member's residence within the Contiguous 48 States.

3. **Member Eligibility.** A member must be a natural person who resides in the Contiguous 48 States, meaning the United States of America, excluding the states of Alaska and Hawaii, and excluding all territories and possessions. A member's residence must be listed on the member's enrollment application. Requests for changes to a member's residence must be submitted in writing to AirMed. The benefits of the membership extend to the designated primary member and all persons who dwell in a shared living space with the primary member and who are named in the enrollment application. Membership commences after a completed enrollment application and full payment has been received.

4. **Qualifications, Limitations and Exclusions**. Membership is subject to the following qualifications, limitations and exclusions:

   (a) Ineligible and Excluded Transports. For the first 30 days of membership, a member will not be eligible for a transport due to illness or injury if the member was hospitalized for that same or a related condition within 30 days prior to the membership effective date. A member being evaluated for an organ transplant list prior to enrollment will not be entitled to a transport for conditions related to that transplant.

(b) Maximum Number of Transports. Membership covers up to two separate transports per year per membership (in total for all members covered under one membership); however, if multiple members who are covered under one membership require simultaneous transport, then each such member will be limited to that one transport.

(c) Locations Inaccessible by Fixed Wing Aircraft. Both the originating and receiving hospital must be reasonably accessible by ground ambulance to transport the member to and from an airfield capable of accommodating an AirMed or one of its authorized affiliates aircraft. The cost associated with transportation from isolated areas or islands to an airport accessible to AirMed aircraft is not included in the membership and will be the responsibility of the member. Membership benefits do not include helicopter transportation.

(d) High Risk / Safety Medical Restrictions. In conjunction with FAA, U.S. State Department and other regulatory standards, and AirMed safety standards, a member will not be entitled to air medical transport if the member's illness or injury is a result of or is contributed to by the following:
(i) suicide or attempted suicide or intentional self-injury; (ii) a member's own criminal or felonious act; (iii) actions taken while the member is in a state of insanity; (iv) war, invasion, civil war or terrorism; or (v) contagious airborne pathogens. A member suffering from a psychiatric or mental disorder that is not manageable and will not allow safe transport within the confines of the ground ambulance and aircraft may not be transported. A member beyond the second trimester of pregnancy may not be transported if the transport request relates to the pregnancy.

(e) Non-Refundable, Non-Transferable. Memberships are non-refundable and non-transferable.

5. Any and all matters arising out of or relating to the membership program, these terms and conditions, and/or the subject matter hereof shall be governed by, construed, and enforced in accordance with the laws of the United States of America (including without limitation, the Federal Arbitration Act) and, to the extent not preempted by Federal law, the laws of the State of Alabama without regard to conflicts or choice of law principles, regardless of the legal theory upon which such matter is asserted. Outside of these terms and conditions, Federal law preempts state and local laws, regulations, and other provisions, including common law duties that relate to rates, routes, or services of an air carrier. To the extent a state or political subdivision thereof makes the incorporation of common law duties or state law in contracts optional, AirMed and you agree that this contract does not incorporate any such common law duties or state laws.

6. **ARBITRATION AGREEMENT.** Any controversy or claim arising out of or relating to the membership program, these terms and conditions, and/or the subject matter hereof shall be resolved by binding arbitration by a single arbitrator pursuant to the Consumer Arbitration Rules of the American Arbitration Association ("**Rules**"), as modified by these terms and conditions. The place of arbitration will be Birmingham, Alabama. The judgment on any award rendered by the arbitrator may be entered in any court having jurisdiction thereof. **THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION, JOINT OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF OTHER MEMBERS**

Initial _____

OR OTHER PERSONS. THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT INDIVIDUAL PARTY'S CLAIM. The arbitrator is not authorized to award attorney's fees and costs or equitable relief. In the event the prohibition on class arbitration or any other provision in this arbitration agreement is deemed invalid or unenforceable, then the remaining provisions of these terms and conditions will remain in full force and effect. In the event of any dispute between the parties, you agree to first contact AirMed and make a good faith effort to resolve the dispute before resorting to arbitration under these terms and conditions.

7. These terms and conditions supersede all previous terms and conditions between a member and AirMed, including any other writings, or verbal representations, relating to the terms and conditions of membership. These terms and conditions may be modified or amended only in writing signed by the President of AirMed, and may not be modified or amended orally, by trade usage or by course of conduct or dealing.

* AirMedCare Network® is a registered service mark of Air Medical Group Holdings LLC. All AMCN Fly-U-Home^{SM} membership benefits and services are offered and provided by AirMed International LLC, an FAA Part 135 operator, and EagleMed LLC, an FAA Part 135 operator, both subsidiaries of Air Medical Group Holdings LLC.

Initial _____

Plan Code:

AirMed International LLC Membership for Payroll Deduct Only
For

Organization:
Physical Address:

Mailing Address:
Contact:
Phone:
Email:
County:

Membership Sales Manager/Base: Jennifer Hart / REACH

Participants:

1. The Organization is collecting by payroll deduction the fees shown below from the individuals (Participants) listed on the attached Participant List become members of AirMed International LLC ("AirMed"), which provides non-emergent patient transports in qualifying situations (see terms and conditions section)
   - A Participant must be actively affiliated with the Organization (as a member, director, officer, employee or similar relationship) as indicated on the Participant List when the fee for such Participant is paid.
   - Each Participant must submit a completed AirMed membership application to AirMed.
2. The Organization may later add a Participant by providing AirMed with the following for the new Participant: (a) a completed application and (b) a pro-rated payment based on the number of months remaining under this Agreement.

Fees and Payment:

No. of Participants in Initial Group		Rates		Total
		1Year Membership Participant(s)	$ 295.00	$ -
			Total	$ -

General Provisions:

1. Participant memberships will be effective upon AirMed's receipt of (a) this Agreement signed by the Organization, (b) payment as provided above and (c) membership applications completed by the Participants.
2. AirMed agrees that Participant Lists and membership applications (a) will be used by AirMed only for the purpose of delivering AirMed services, (b) will be treated like any other AirMed confidential information and (c) will not be used, sold or shared with any third party inconsistent with this provision.
3. This Agreement will automatically renew on its anniversary date (annually or monthly, as applicable), if (a) no termination notice has been sent by either party and (b) payment for the renewal period is received by AirMed before expiration date. Either party may terminate this Agreement at any time and for any reason with 30 days prior written notice to the other party, but termination will not affect issued memberships. No refunds.
4. The Organization acknowledges and understands that each Participant must agree to the Terms and Conditions attached hereto as **Exhibit A** to become a member of the AirMedCare Network. However, the Organization and AirMed hereby acknowledge and agree the terms and conditions set forth in Exhibit A shall not govern or control the relationship or interpretation of this Agreement between the Organization and AirMed.

Initial _____

Agreed to by:

Signature	Signature
Printed Name	**Matt Muse** Printed Name
Title	**Vice President of GMR Membership** Title
Organization Name	**Membership** Division
Date	Date

****Attention California Residents A Word from the California Department of Managed Health Care**

(A) BEFORE YOU PURCHASE: If you are currently enrolled in a health maintenance organization (HMO) or other health insurance, the benefits provided by AirMed International LLC may duplicate the benefits provided by your HMO or other health insurance. If you have questions regarding whether your HMO or other health insurance offers benefits for ambulance services, you should contact that other company directly.

(B) WARNING: AirMed International LLC is not an insurance program. It will not compensate or reimburse another ambulance company that provides emergency transportation to you or your family. This may occur when 911 Emergency System has independently determined that another company could provide more expeditious service or is next in the rotation to receive a call. This might also occur when AirMed International LLC is unable to perform within a medically appropriate timeframe due to a mechanical or maintenance problem or being called on another flight.

YOU MUST SIGN OR INITIAL THIS STATEMENT: _____

(C) COMPLAINTS: For complaints regarding AirMed International LLC, first attempt to call the plan at 1-800-793-0010. If AirMed International LLC fails to resolve the complaint to your satisfaction, contact the Department of Managed Health Care at 1-888-466-2219. The Department's website is http://www.healthhelp.ca.gov. You may obtain complaint forms and instructions online.

(D) OPERATING UNDER CONDITIONAL EXEMPTION: AirMed International LLC is operating pursuant to an exemption from the Knox Keene Health Care Service Plan Act of 1975 (Health and Safety Code section 1340 et seq)

Exhibit A

AirMed Membership – Terms and Conditions

Initial _____

By enrolling as a member each member accepts and agrees to these terms and conditions of membership. A membership is valid only after AirMed has received payment in accordance with applicable billing terms. Membership ensures the member will have no out-of-pocket air medical transportation expenses if flown by AirMed pursuant to the terms of this membership program.

1. **Member Eligibility**. A member must reside in the United States or, in AirMed's sole discretion, Canada. References to "United States" in these terms and conditions and the description of benefits means the 50 United States and Puerto Rico, but no other United States territories or possessions. A member's residence must be listed on the member's enrollment application. Requests for changes to a member's residence must be submitted in writing to AirMed. Approval by AirMed of a Canadian resident member must be evidenced by AirMed's acceptance of an enrollment application clearly identifying the member as a Canadian resident in a transaction solely governed by United States law. If for any reason the law of another country is found to apply to a membership, then such membership will be void and the member's sole remedy will be a refund of the membership fee applicable to such membership. Members must be natural persons.

   The benefits of the membership extend to the designated primary member and all persons who dwell in a shared living space with the primary member and who are named in the enrollment application. Membership commences after a completed enrollment application and full payment has been received.

2. **Air Medical Transport: Arrangements, Suitability and Additional Passengers.** AirMed will make all arrangements for each air medical transport, including timing of the transport, type of aircraft, etc. This is a membership program that provides pre-paid medical transportation and is not an insurance plan. AirMed will not reimburse members for medical, medical transport or related expenses they incur on their own.

   Decisions regarding urgency of transport, the best timing and the most suitable means of transportation will be made by the AirMed medical department after consultation with the local attending physician and the member's receiving physician. AirMed membership does not cover emergent patient transports. If emergent medical treatment or transportation is needed, a member should contact appropriate local authorities for assistance. If, after a member receives such local emergent medical treatment or transportation while traveling more than 150 miles from the member's residence, the member is admitted to a local hospital, then the member may qualify for repatriation benefits under the AirMed membership. In addition, a member with mild lesions, simple injuries such as sprains, simple fractures or mild conditions which can be treated by local doctors and do not prevent the member from continuing his or her trip or returning home does not qualify for air medical transport. All decisions made by the AirMed medical department are final.

   Due to the limited medical facilities and testing available on cruise ships, in some cases the AirMed Medical Director may require the member to be admitted to a hospital on-shore before dispatching the AirMed aircraft.

   Family members, business associates, and/or traveling companions may accompany the member, at no additional cost, on AirMed aircraft during transport, if space is available and the patient care is not compromised. Passengers accompanying members transported on scheduled commercial aircraft will be responsible for their own airfare. While AirMed makes every effort to accommodate its members, the member and an accompanying passenger are limited to one small carry-on bag each due to limited space available on AirMed aircraft. AirMed will arrange for additional luggage to be forwarded at the member's expense.

3. **Qualifications, Limitations and Exclusions**. Membership is subject to the following qualifications, limitations and exclusions:

(a) Waiting Periods. For the first 30 days of membership, a member may not be eligible for a transport due to illness or injury if the member was hospitalized for the same or a related condition within 30 days prior to the membership effective date.

(b) Ineligible and Excluded Transports. A member being evaluated for or on an organ transplant list prior to enrollment will not be entitled to a transport for conditions related to that transplant. A member who is hospitalized at the time of enrollment will not be eligible for transport benefits for that hospitalization and may not be accepted for membership entirely. A member traveling outside of the United States for the sole purpose of seeking medical treatment, whether inpatient or outpatient, experimental or otherwise, will not be eligible for air medical transport benefits for that specific medical condition.

(c) Extended Travel Limitation. AirMed membership is valid for unlimited U.S. travel and international travel with a limit of 90 days of unbroken travel per trip. For international travel in excess of 90 days of unbroken travel per trip, AirMed offers an Expatriate membership.

(d) Maximum Number of Transports. Air medical services are limited to two separate flights per annual membership per year; except for repatriation flights involving multiple family members enrolled in single membership who require simultaneous repatriation. Under these circumstances each family member will receive one transport.

(e) Locations Inaccessible by Fixed Wing Aircraft. Both the originating and receiving hospital must be reasonably accessible by ground ambulance to transport the member to and from an airfield capable of accommodating an AirMed or one of its authorized affiliates aircraft. The cost associated with transportation from ships, isolated areas or islands to an airport accessible to AirMed aircraft is not included in the membership benefits and will be the responsibility of the member. Membership benefits do not include helicopter transportation.

(f) High Risk / Safety Travel Restrictions. Due to the high risk of sending U.S. registered aircraft and personnel into countries or geographic regions where the U.S. State Department, Department of Transportation, or the Federal Aviation Administration (FAA) has issued travel restrictions, membership services are not available in these areas.

(g) High Risk / Safety Medical Restrictions. In regard to the safety of our pilots and medical crew onboard AirMed transport flights, in conjunction with FAA regulatory standards regarding airborne pathogens and flight crew's ability to perform required emergency procedures, and in compliance with restrictions imposed by the U.S. State Department or others, a member will not be entitled to air medical transport benefits if the member's illness or injury is a result of or is contributed to by the following: (i) suicide or attempted suicide or intentional self-injury; (ii) a member's own criminal or felonious act; (iii) actions taken while the member is in a state of insanity; (iv) war, invasion, civil war or terrorism; or (v) contagious airborne pathogens. A member suffering from a psychiatric or mental disorder that is not manageable and will not allow safe transport within the confines of the ground ambulance and aircraft may not be transported. A member beyond the second trimester of pregnancy may not be transported if the transport request relates to the pregnancy.

(h) Non-Transferrable. Memberships are non-refundable and non-transferable.

4. **Term; Cancellation; No Refunds.** The length of the membership term will be as specified in the membership application and will begin on the enrollment date, which is the date on which the enrollment application is received and payment is successfully processed. A renewal within a current membership term extends the existing expiration date of the membership by the membership term selected; such renewal term begins the day after the current term ends. When

Initial _____

an expired membership is renewed, the new membership term as selected by the member, will begin on the purchase date of the renewal.

AirMed reserves the right to terminate any membership immediately if (i) the annual billing is not paid in full, in accordance with the payment plan that the member selects or (ii) AirMed does not receive payment for other reason.

* * * *

Initial _____

E-Contract Review
Approval as to Form

Department Name: Personnel / Auditor

Vendor Name: AirMed

Contract Description: For the purpose of payroll deduction for voluntary AirMed Memberships

APPROVED AS TO FORM:



Date: 06/23/2025

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Agenda Request Form

File #: 25-1183 **Agenda Date:** 7/22/2025 **Agenda #:** 23.

PERSONNEL / ADMINISTRATION - Personnel Director Coral Ferrin

Requested Action(s)
a) Request the Board of Supervisors approve proposed revisions to the classification specification of Chief Administrator, effective 7/22/25

Financial Impact:
There is no financial impact associated with this request.

Background Information:
The proposed revisions clarify the Chief Administrator is responsible for coordinating and supervising the County's personnel, risk management, purchasing, and construction programs, including the assigned staff. Further, the proposed revisions add language indicating the Chief Administrator may be temporarily designated as an interim department head. Other proposed revisions clarify the Chief Administrator has direct oversight of appointed County Department Heads and is responsible for ensuring all County departments are complying with administrative policies, procedures and programs adopted by the Board of Supervisors. The essential functions were updated to include clarifying language regarding the Chief Administrator's participation in the recruitment and selection of appointed County Department Heads and further clarifies the role of the Chief Administrator in evaluating the performance of appointed County Department Heads, including the level of progressive discipline the Chief Administrator is authorized to impose. Specifically, if approved, the Chief Administrator will be authorized to impose progressive discipline up to and including a three-day unpaid suspension. Discipline of an appointed County Department Head above and beyond a three-day unpaid suspension requires authorization from the Board of Supervisors. Lastly, the requirement for a driver's license has been updated for compliance with the American's with Disabilities Act.

These changes are intended to specifically outline the delegation of authority and level of supervision and discipline the Chief Administrator has in reference to appointed County Department Heads. Further, these changes illustrate that the Board of Supervisors support the Chief Administrator and have confidence in his role in overseeing the County of Tehama.

TITLE: CHIEF ADMINISTRATOR **FLSA: Exempt**

BOARD APPROVED: _____ BARGAINING UNIT: Department Head Contract

Deleted: Oct 2, 2012

DEFINITION

Under general administrative direction of the Board of Supervisors, performs highly responsible administrative work in the coordination of County programs, the analysis of organizational systems and methods, the review and coordination of the annual County budgets. Coordinates and supervises the County's personnel, risk management, purchasing, and construction programs, including assigned staff. The Chief Administrator may be temporarily designated as an interim County Department Head. Provides direct oversight of County appointed department heads. Ensures all County departments are complying with administrative policies, procedures, and programs adopted by the Board of Supervisors. Conducts administrative studies of County operations and prepares recommendations for the Board of Supervisors. Performs related professional and complex administrative work as required.

Deleted: and
Deleted: also
Deleted: Personnel Director and/or Risk Manager and/or Purchasing Agent
Deleted: ion
Deleted: and assistance to
Deleted: , both elective and appointive

SUPERVISION RECEIVED AND EXERCISED

The Chief Administrator receives policy direction for the Board of Supervisors. Provides direct supervision of assigned administrative personnel and supervision of appointed County Department Heads.

Deleted: d
Deleted: h
Deleted: under the direction of the Board of Supervisors

CLASS CHARACTERISTICS

The Chief Administrator is a single position class that has full responsibility to the Board of Supervisors for the administration of all County services and activities. This is the top management position in the County administrative structure, demanding a high level of skill, knowledge and ability in all aspects of administration.

EXAMPLES OF ESSENTIAL FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Acts as County administrator, providing administrative assistance to the Board of Supervisors, County departments and outside agencies.
- Acts on behalf of the Board of Supervisors in conducting the daily business of County government.
- Attends and participates in meetings of the Board of Supervisors; makes recommendations on agenda items. Provides assistance and direction to County

departments and staff in the preparation of agenda items and backup documentation.

- Acts as department head for County Administration. Supervises, assigns and reviews the work of administrative staff; hires/discharges department personnel.
- Participates in the recruitment and selection of appointed County Department Heads.
- Evaluates the managerial performance of appointed County Department Heads annually based on goals and objectives developed by the Board. The Chief Administrator may progressively discipline appointed County Department Heads up to and including a three day unpaid suspension.
- Develops, presents to the Board for approval, and implements County policies and procedures.
- Analyzes legislation for impact to County operations and procedures.
- May temporarily be assigned to serve as an interim appointed County Department Head.
- Interviews and selects or makes recommendations for the selection of consultants and contractors; negotiates contract terms.
- Oversees County construction projects and/or provides direction to assigned project manager.
- Oversees management of County properties and acts as the County's agent in real property transactions.
- Coordinates preliminary, midyear and final budget hearing processes; prepares budget analyses and provides recommendations to the Board of Supervisors. Administers individual budgetary units within the purview of administration.
- Acts as the County's agent for the Tehama County Public Facilities Financing Corporation, entailing the management of financing projects; provides oversight and recommendations on other County financing arrangements as required.
- Composes or provides staff direction to draft agreements, resolutions, reports, ordinances, spreadsheets, correspondence, analyses and other documents for approval and/or execution.
- Coordinates and assists departments in meeting their technology needs.
- Serves as the County's representative on various boards, committees and task forces.
- Attends county, state, community and other meetings as required to conduct County business.
- Represents the County and acts as liaison with other public and private agencies, committees, and task forces, and provides information to the media, public, and agency representatives on County-wide activities or issues.
- Provides overall administrative leadership, supervision, and control of County business.
- Performs related work as required.

Formatted: Tab stops: Not at 4.25"

Deleted: s the Purchasing Agent for the County directing County purchasing activities, ensuring compliance with established procurement policies and procedures.¶
<#>May serve as County Risk Manager in the administration of liability, workers compensation, property and medical malpractice programs.¶
<#>May serve as County Risk Manager in the administration of liability, workers compensation, property and medical malpractice programs.¶
May serve as the Personnel Director providing management and oversight to the County's personnel functions, including employee-employer relations, classification, benefits, affirmative action and safety.

QUALIFICATIONS

Knowledge of:

- Applicable Federal, State, County, Department, and Division laws, regulations, policies and procedures;
- Principles, practices and techniques of public administration and county government financial administration including budgeting, personnel administration, purchasing,

property control, administrative analysis and the provision of central administrative services;
- Advanced research techniques, methods and procedures;
- Administrative principles involved in developing, directing and supervising various County-wide programs, activities and operations;
- Modern office practices, methods and computer equipment;
- Principles and practices of organization, administration and personnel management;
- Computer applications related to the work;
- Techniques for dealing effectively with and providing a high level of customer service to all individuals contacted in the course of work;
- The methods, principles and practices of the public administration, including functions and structure of County government and controlling legislation;
- Administrative principles and practices involved in developing, directing and providing oversight to various programs and departments within the County;
- Government budget preparation and administration;
- Principles and practices of leadership, motivation, team building, staff development and conflict resolution.
- Organizational and management practices as applied to the analysis and evaluation of programs, policies and operational needs.
- Principles and practices of governmental budgeting, administration and fiscal control
- Principles of supervision, training and performance evaluation.
- Local governmental function and structure, including fiscal infrastructures.
- Policy and procedure development and implementation related to County-wide programs, activities, and operations.
- Principles and theories of public administration including general administration, human resource management, fiscal management as applied to the overall management of a local governmental entity.

Ability to:

- Analyze a variety of complex administrative and organizational problems and make sound policy and procedural recommendations;
- Interpret and apply County policies, procedures, rules, laws and regulations.
- Use independent judgment and discretion in supervising various programs of the County;
- Plan and develop daily, short- and long-term goals related to County purposes;
- Assist, motivate and provide supervision and/or leadership to a diverse staff;
- Plan and coordinate the most effective use of personnel, facilities and resources to achieve County goals;
- Work under highly stressful conditions related to meeting deadlines, public pressures and scrutiny, internal problems, etc.;
- Compile, organize and utilize various financial information necessary in the preparation and administration of County and departmental budgets; Make accurate arithmetic, financial and statistical computations;
- Effectively prepare and control various County budgets;
- Assemble and analyze information and prepare written reports and records in a clear, concise manner;
- Enter and retrieve data from a computer with sufficient speed and accuracy to perform assigned work;
- Work independently and as a team member;
- Use English effectively to communicate in person, over the telephone and in writing;

- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities and meet critical time deadlines;
- Use tact, initiative, prudence and independent judgment within general policy, procedural and legal guidelines;
- Supervise, assign, review and evaluate the work of others;
- Use independent judgment and discretion in supervising various programs;
- Analyze, interpret and administer a variety of laws, codes and regulations pertaining to the activities and functions of County government;
- Make sound, educated decisions;
- Read and interpret complex materials pertaining to the responsibilities of the job;
- Maintain significant flexibility in daily operations and decision making;
- React calmly and professionally in emergency, emotional, and/or stressful situations;
- Plan, direct and control the administration and operations of the County Administration Office;
- Develop and implement policies as approved by the Board of Supervisors; and develop and implement policies and procedures related to the County Administrative Office;
- Gain cooperation through discussion and persuasion;
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals;
- Supervise, train and evaluate personnel as appropriate;
- Prepare executive-level correspondence and reports;
- Prepare and give public presentations on County-wide activities, functions, and issues;
- Establish effective working and diplomatic relations with staff, the public, and representatives from governmental, industry, media and other agencies representing diverse cultures and backgrounds.

Education & Experience:
Any combination of training and experience which would provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the required qualifications would be:

- Graduation from an accredited four-year college or university with a Bachelor's degree in business administration, public administration, or a closely related field.
- Five (5) years of professional management experience within a large entity to include public administration, human resource management and fiscal management.
- Other combinations of education and experience may be considered.

License & Special Requirements:

- Possession of, or ability to obtain and maintain, a valid California Class C Driver License and a satisfactory driving record is required. Individuals who do not meet this requirement due to a disability will be reviewed on a case-by-case basis.

Deleted: Requires a valid California driver's license.

Deleted: ¶

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and to visit various County and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. This is

primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard, typewriter keyboard, or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects, up to 50 pounds, as necessary to perform job functions.

WORKING CONDITIONS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. May be exposed to dusts and scents. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing County policies and procedures. May require irregular working hours and the ability to work under highly stressful situations.

EQUAL OPPORTUNITY EMPLOYER / AMERICANS WITH DISABILITIES ACT COMPLIANT / VETERANS' PREFERENCE POLICY / DRUG-FREE WORKPLACE

TITLE: CHIEF ADMINISTRATOR **FLSA: Exempt**

BOARD APPROVED: **BARGAINING UNIT: Department Head Contract**

DEFINITION

Under general administrative direction of the Board of Supervisors, performs highly responsible administrative work in the coordination of County programs, the analysis of organizational systems and methods, the review and coordination of the annual County budgets. Coordinates and supervises the County's personnel, risk management, purchasing, and construction programs, including assigned staff. The Chief Administrator may be temporarily designated as an interim County Department Head. Provides direct oversight of County appointed department heads. Ensures all County departments are complying with administrative policies, procedures, and programs adopted by the Board of Supervisors. Conducts administrative studies of County operations and prepares recommendations for the Board of Supervisors. Performs related professional and complex administrative work as required.

SUPERVISION RECEIVED AND EXERCISED

The Chief Administrator receives policy direction for the Board of Supervisors. Provides direct supervision of assigned administrative personnel and supervision of appointed County Department Heads.

CLASS CHARACTERISTICS

The Chief Administrator is a single position class that has full responsibility to the Board of Supervisors for the administration of all County services and activities. This is the top management position in the County administrative structure, demanding a high level of skill, knowledge and ability in all aspects of administration.

EXAMPLES OF ESSENTIAL FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Acts as County administrator, providing administrative assistance to the Board of Supervisors, County departments and outside agencies.
- Acts on behalf of the Board of Supervisors in conducting the daily business of County government.
- Attends and participates in meetings of the Board of Supervisors; makes recommendations on agenda items. Provides assistance and direction to County departments and staff in the preparation of agenda items and backup documentation.

- Acts as department head for County Administration. Supervises, assigns and reviews the work of administrative staff; hires/discharges department personnel.
- Participates in the recruitment and selection of appointed County Department Heads.
- Evaluates the managerial performance of appointed County Department Heads annually based on goals and objectives developed by the Board. The Chief Administrator may progressively discipline appointed County Department Heads up to and including a three day unpaid suspension.
- Develops, presents to the Board for approval, and implements County policies and procedures.
- Analyzes legislation for impact to County operations and procedures.
- May temporarily be assigned to serve as an interim appointed County Department Head.
- Interviews and selects or makes recommendations for the selection of consultants and contractors; negotiates contract terms.
- Oversees County construction projects and/or provides direction to assigned project manager.
- Oversees management of County properties and acts as the County's agent in real property transactions.
- Coordinates preliminary, midyear and final budget hearing processes; prepares budget analyses and provides recommendations to the Board of Supervisors. Administers individual budgetary units within the purview of administration.
- Acts as the County's agent for the Tehama County Public Facilities Financing Corporation, entailing the management of financing projects; provides oversight and recommendations on other County financing arrangements as required.
- Composes or provides staff direction to draft agreements, resolutions, reports, ordinances, spreadsheets, correspondence, analyses and other documents for approval and/or execution.
- Coordinates and assists departments in meeting their technology needs.
- Serves as the County's representative on various boards, committees and task forces.
- Attends county, state, community and other meetings as required to conduct County business.
- Represents the County and acts as liaison with other public and private agencies, committees, and task forces, and provides information to the media, public, and agency representatives on County-wide activities or issues.
- Provides overall administrative leadership, supervision, and control of County business.
- Performs related work as required.

QUALIFICATIONS

Knowledge of:

- Applicable Federal, State, County, Department, and Division laws, regulations, policies and procedures
- Principles, practices and techniques of public administration and county government financial administration including budgeting, personnel administration, purchasing, property control, administrative analysis and the provision of central administrative services
- Advanced research techniques, methods and procedures
- Administrative principles involved in developing, directing and supervising various County-wide programs, activities and operations
- Modern office practices, methods and computer equipment
- Principles and practices of organization, administration and personnel management

- Computer applications related to the work
- Techniques for dealing effectively with and providing a high level of customer service to all individuals contacted in the course of work
- The methods, principles and practices of the public administration, including functions and structure of County government and controlling legislation
- Administrative principles and practices involved in developing, directing and providing oversight to various programs and departments within the County
- Government budget preparation and administration
- Principles and practices of leadership, motivation, team building, staff development and conflict resolution
- Organizational and management practices as applied to the analysis and evaluation of programs, policies and operational needs
- Principles and practices of governmental budgeting, administration and fiscal control
- Principles of supervision, training and performance evaluation
- Local governmental function and structure, including fiscal infrastructures
- Policy and procedure development and implementation related to County-wide programs, activities, and operations
- Principles and theories of public administration including general administration, human resource management, fiscal management as applied to the overall management of a local governmental entity

Ability to:

- Analyze a variety of complex administrative and organizational problems and make sound policy and procedural recommendations
- Interpret and apply County policies, procedures, rules, laws and regulations.
- Use independent judgment and discretion in supervising various programs of the County
- Plan and develop daily, short- and long-term goals related to County purposes
- Assist, motivate and provide supervision and/or leadership to a diverse staff
- Plan and coordinate the most effective use of personnel, facilities and resources to achieve County goals
- Work under highly stressful conditions related to meeting deadlines, public pressures and scrutiny, internal problems, etc.
- Compile, organize and utilize various financial information necessary in the preparation and administration of County and departmental budgets; Make accurate arithmetic, financial and statistical computations
- Effectively prepare and control various County budgets
- Assemble and analyze information and prepare written reports and records in a clear, concise manner
- Enter and retrieve data from a computer with sufficient speed and accuracy to perform assigned work
- Work independently and as a team member
- Use English effectively to communicate in person, over the telephone and in writing
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities and meet critical time deadlines
- Use tact, initiative, prudence and independent judgment within general policy, procedural and legal guidelines
- Supervise, assign, review and evaluate the work of others
- Use independent judgment and discretion in supervising various programs

- Analyze, interpret and administer a variety of laws, codes and regulations pertaining to the activities and functions of County government
- Make sound, educated decisions
- Read and interpret complex materials pertaining to the responsibilities of the job
- Maintain significant flexibility in daily operations and decision making
- React calmly and professionally in emergency, emotional, and/or stressful situations
- Plan, direct and control the administration and operations of the County Administration Office
- Develop and implement policies as approved by the Board of Supervisors; and develop and implement policies and procedures related to the County Administrative Office
- Gain cooperation through discussion and persuasion
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals
- Supervise, train and evaluate personnel as appropriate
- Prepare executive-level correspondence and reports
- Prepare and give public presentations on County-wide activities, functions, and issues
- Establish effective working and diplomatic relations with staff, the public, and representatives from governmental, industry, media and other agencies representing diverse cultures and backgrounds

Education & Experience:
Any combination of training and experience which would provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the required qualifications would be:

- Graduation from an accredited four-year college or university with a Bachelor's degree in business administration, public administration, or a closely related field.
- Five (5) years of professional management experience within a large entity to include public administration, human resource management and fiscal management.
- Other combinations of education and experience may be considered.

License & Special Requirements:
- Possession of, or ability to obtain and maintain, a valid California Class C Driver License and a satisfactory driving record is required. Individuals who do not meet this requirement due to a disability will be reviewed on a case-by-case basis.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and to visit various County and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard, typewriter keyboard, or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects, up to 50 pounds, as necessary to perform job functions.

WORKING CONDITIONS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. May be exposed to dusts and scents. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing County policies and procedures. May require irregular working hours and the ability to work under highly stressful situations.

EQUAL OPPORTUNITY EMPLOYER / AMERICANS WITH DISABILITIES ACT COMPLIANT / VETERANS' PREFERENCE POLICY / DRUG-FREE WORKPLACE

(10/2/12)

Tehama County

Agenda Request Form

File #: 25-1253 **Agenda Date:** 7/22/2025 **Agenda #:** 24.

ENVIRONMENTAL HEALTH / CODE ENFORCEMENT - Code Enforcement Officers Clint Weston and Ron Robbins

Requested Action(s)
a) Public Nuisance Administrative Penalty Lien Hearing Pursuant to Chapter 10.16 of the Tehama County Code and Government Code section 53069.4:

1) HEARING - Conduct Hearing to review the enforcing officer's report of the amount of administrative penalty and to determine whether, and in what amount, the administrative penalty shall be enforced as a lien against the affected property listed below:

Owner: Elsie Morgan, deceased, c/o Lynda Yanez
Site Address: 23150 Smith Ave., Gerber
APN: 063-210-017 District 4
Code Case: CE-25-22

2) RESOLUTION - Request adoption of an Administrative Penalty Lien Resolution making a determination and ordering that the amount of administrative penalty relating to public nuisance be enforced as a lien against the affected property and further ordering recordation of a notice of administrative penalty lien against said property

Financial Impact:
Pursuing assessment and collection of liens arising from unpaid administrative penalties will facilitate the Department's compliance with Chapter 10.16 of the Tehama County Code and Government Code Section 53069.4.

Background Information:
Tehama County Code Enforcement conducted an inspection of the Premises on February 6, 2025. The enforcing officer issued a Notice of Violation and Proposed Administrative Penalty("Notice") to the owner(s), and/or occupant(s) of the Premises on February 10, 2025 for a public nuisance under Chapter 10.16.

Abatement of the nuisance was ordered as specified in the Notice.

On April 11, 2025, Tehama County Code Enforcement sent an invoice requesting payment. No payments have been paid as of July 8, 2025.

Notice of Hearing on Accounting for Cost of Abatement and Cost of Administration; Notice of Hearing on Report for Amount of Administrative Penalty Due and Owing (*Tehama County Code Chapters 10.16*)

DATE OF NOTICE: 6/25/2025 **Case No. CE-25-22**

Property Owner Name and Last Known Address:
Elsie Morgan, deceased
c/o Lynda Yanez
23150 Smith Ave.
Gerber, CA 96035

Occupant:
All occupants at this site address

Site Address:
23150 Smith Ave., Gerber

Assessor's Parcel Number:
063-210-017

TO ALL PROPERTY OWNERS, TENANTS, OR OTHERS IN POSSESSION OF THE PREMISES IDENTIFIED AS:
23150 Smith Ave., Gerber

YOU ARE HEREBY NOTIFIED that Exhibit "A," attached hereto and incorporated herein, is a copy of the account and/or report pertaining to the property determined to be a nuisance & found in violation of Chapter 10.16 of the Tehama County Code. The amount is presently due and owing.

YOU ARE HEREBY NOTIFIED the Tehama County Board of Supervisors will review the account and/or report.
FAILURE TO APPEAR AT THE HEARING SCHEDULED ON:

DATE: **7/22/2025**
TIME: **1:30 PM**
ADDRESS: **727 Oak Street, Red Bluff, CA**

WILL CONSTITUTE A FAILURE TO EXHAUST ADMINISTRATIVE REMEDIES WITH RESPECT TO THE ADMINISTRATIVE COSTS. THE ENTIRE PENALTY AND INTERESTS MAY BE PROCESSED FOR A PERSONAL CIVIL JUDGEMENT, SEIZURE OF PERSONAL PROPERTY, PAY GARNISHMENT OR COORDINATION WITH FRANCHISE TAX BOARD AND OR INTERNAL REVENUE SERVICE.

If you require an interpreter, you are responsible for providing one for yourself

NOTICE IS FURTHER GIVEN:

Administrative Penalty:

YOU MAY APPEAR AT SAID DATE AND TIME TO BE HEARD. The property owner may also file a written objection with the Clerk of the Board of Supervisors stating a description of the property at issue and the grounds for such objection.

THE BOARD OF SUPERVISORS MAY ORDER THAT THE AMOUNT OF ADMINISTRATIVE PENALTY BE ENFORCED AS A LIEN AGAINST THE PREMISES AND THE LIEN WILL BE RECORDED AGAINST THE PREMISES. (TEHAMA COUNTY CODE SECTION 10.16.200, SUBD. (I))

Notice of Hearing on Accounting for Cost of Abatement and Cost of Administration; Notice of Hearing on Report for Amount of Administrative Penalty Due and Owing (*Tehama County Code Chapters 10.16*)

ONCE THE OBLIGATION IS SATISFIED, THE LIEN SHALL BE RELEASED. FAILURE TO ATTEND THE HEARING OR FILE A WRITTEN OBJECTION WITH THE CLERK OF THE BOARD OF SUPERVISORS WILL CONSTITUTE A FAILURE TO EXHAUST ADMINISTRATIVE REMEDIES WITH RESPECT TO THE ADMINSTRATIVE PENALTIES.

NOTICE IS HEREBY GIVEN.

6/25/2025
Date of Service of Notice

Tehama County Clerk of the Board of Supervisors

Payments should be directed to: TEHAMA COUNTY ENVIRONMENTAL HEALTH
CODE ENFORCEMENT DIVISION
633 Washington Street, Room 36, Red Bluff, CA 96080
Phone: 530-527-8020 FAX: 530-527-6617

Tehama County Environmental Health Department
633 Washington Street, Room 36
Red Bluff, CA 96080
530-527-8020

Exhibit A

Code Enforcement Account Invoice

Account ID	Date
AR0003358	4/10/2025

Invoice ID	Invoice Total Due:
IN0012309	$ 3,000.00

PAYMENT DUE IMMEDIATELY

TO : ELSIE MORGAN DECD, ELSIE INGRAM DECD
c/o LYNDA YANEZ
23150 SMITH AVE.
GERBER, CA 96035

You received this invoice because you were either the property owner, occupant or a person who caused, permitted, suffers or maintained, conducted, or otherwise suffered or allowed the violation to exist.

APN: 063-210-017 **Site Location:** 23150 SMITH AVE. GERBER

Date	Program/ Element	Description	Amount

Invoice #IN0012309 --- Date of Invoice : 4/10/2025

04/10/25	8116	CODE ADMINISTRATIVE PENALTIES	$	3,000.00

Penalties due for Public Nuisance. $100.00 per day starting 2/21/25 through 3/22/25 30 days at $100.00 per day = $3,000.00

Total Due for This Invoice: $ 3,000.00

Please make payments to Tehama County Environmental Health Code Enforcement 633 Washington Street, Room 36, Red Bluff, CA 96080 in the form of a cashier's check or money order, no personal checks.

Interest shall accrue on any amounts due from the effective date until the date paid pursuant to the laws applicable to civil judgments.

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TEHAMA MAKING THE DETERMINATION AND ORDERING THAT THE AMOUNT OF ADMINISTRATIVE PENALTY RELATING TO THE PUBLIC NUISANCE BE ENFORCED AS A LIEN AGAINST THE AFFECTED PROPERTY AND FURTHER ORDERING RECORDATION OF NOTICE OF ADMINISTRATIVE PENALTY LIEN, PURSUANT TO CHAPTER 10.16 OF THE TEHAMA COUNTY CODE AND GOVERNMENT CODE SECTION 53069.4

Owner:	**Elsie Morgan, Deceased**
	c/o Lynda Yanez
Site Address:	**23150 Smith Ave., Gerber**
APN:	**063-210-017**
Code Case:	**CE-25-22**

WHEREAS, in accordance with the procedures set forth in Chapter 10.16 of the Tehama County Code, the condition(s) occurring on the premises was determined to constitute a public nuisance; and

WHEREAS, in the event that the nuisance was not voluntarily abated, the County was authorized to impose a daily administrative penalty through the process set forth in Section 10.16.200 of the Tehama County Code; and

WHEREAS, the nuisance was not abated as ordered; and

WHEREAS, administrative penalty has been imposed for the public nuisance occurring on the property in accordance with the above-described process, and that determination has become final and conclusive; and

WHEREAS, the enforcing officer has kept an account of the amount of the administrative penalty imposed, and has rendered a report in writing to the Board of Supervisors showing the amount of administrative penalty, which is attached hereto as Exhibit "A"; and

WHEREAS, the total administrative penalty imposed is **$3,000.00;** and

WHEREAS, the County made a demand on the property owner at least ninety (90) days prior to this Hearing for the amounts stated in Exhibit "A" to pay the County for the administrative penalty; and

WHEREAS, the County has not received payment in full from the property owner; and

WHEREAS, no timely appeal was filed with the Superior Court; and

WHEREAS, the Board of Supervisors is authorized to record Notice of Administrative Penalty Lien against the property pursuant to Government Code section 53069.4 and Tehama County Code section 10.16.200; and

WHEREAS, the owner of the property has been given notice of this Hearing and provided an opportunity to be heard in accordance with Tehama County Code section 10.16.200;

NOW THEREFORE BE IT RESOLVED, that the report of the enforcing officer, attached hereto as Exhibit "A," with any modifications directed by the Board of Supervisors on the record at this Hearing is hereby confirmed and approved; and

BE IT FURTHER RESOLVED, that the Tehama County Board of Supervisors hereby orders that an administrative penalty shall be enforced as a lien against the property described in the amount stated in Exhibit "A," with any modifications directed by the Board of Supervisors on the record at this Hearing; and

BE IT FURTHER RESOLVED, that the Board of Supervisors authorizes and directs the enforcing officer to record a Notice of Administrative Penalty Lien against the property for the amounts stated in Exhibit "A," with any modifications directed by the Board of Supervisors on the record at this Hearing, in substantially the form attached hereto as Exhibit "B,"

The foregoing resolution was offered on a motion by Supervisor _____, seconded by Supervisor_____, and carried by the following vote of the Board:

AYES:

NOES:

ABSENT OR NOT VOTING:

STATE OF CALIFORNIA)
) ss
COUNTY OF TEHAMA)

I, _____, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said Board of Supervisors on the _____ day of _____, 2025.

DATED: This _____ day of _____, 2025.

_____, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California.

By_____

Tehama County Environmental Health Department
633 Washington Street, Room 36
Red Bluff, CA 96080
530-527-8020

Exhibit A

Code Enforcement Account Invoice

Account ID	Date
AR0003358	4/10/2025

Invoice ID	Invoice Total Due
IN0012309	$ 3,000.00

TO: ELSIE MORGAN DECD, ELSIE INGRAM DECD
c/o LYNDA YANEZ
23150 SMITH AVE.
GERBER, CA 96035

PAYMENT DUE IMMEDIATELY

You received this invoice because you were either the property owner, occupant or a person who caused, permitted, suffers or maintained, conducted, or otherwise suffered or allowed the violation to exist.

APN: 063-210-017 **Site Location:** 23150 SMITH AVE. GERBER

	Date	Program/ Element	Description		Amount
Invoice #IN0012309	**--- Date of Invoice : 4/10/2025**				
	04/10/25	8116	CODE ADMINISTRATIVE PENALTIES	$	3,000.00
	Penalties due for Public Nuisance. $100.00 per day starting 2/21/25 through 3/22/25 30 days at $100.00 per day = $3,000.00				
			Total Due for This Invoice:	$	3,000.00

Please make payments to Tehama County Environmental Health Code Enforcement 633 Washington Street, Room 36, Red Bluff, CA 96080 in the form of a cashier's check or money order, no personal checks.

Interest shall accrue on any amounts due from the effective date until the date paid pursuant to the laws applicable to civil judgments.

Exhibit "B"

Recording requested by and mail to:

Tehama County Department of
Environmental Health,
Code Enforcement
633 Washington St., Room 36
Red Bluff, CA 96080

NOTICE OF ADMINISTRATIVE PENALTY LIEN

Property Owner Name and Last Known Address:
XXXX
XXXX
XXXX

Site Address:
XXXX
XXXX
XXXX

Assessor's Parcel Number
######

Date Penalty Began Accruing :
MM/DD/YYYY

Date Penalty Stopped Accruing:
MM/DD/YYYY

WHEREAS, Exhibit "A" attached hereto and incorporated herein is a legal description of the subject property ("Premises").

WHEREAS, in accordance with the procedures set forth in Chapter 10.16 of the Tehama County Code, a condition occurring on the Premises was determined to constitute a public nuisance, and an administrative penalty was imposed in the amount of $#### per day.

WHEREAS, an administrative penalty accrued between MM/DD/YYYY through MM/DD/YYYY without abatement.

WHEREAS, on MM/DD/YYYY the County of Tehama made a demand that the administrative penalty in the sum of $##### be paid immediately/by MM/DD/YYYY. The amount paid toward the total sum to date is: $####.

WHEREAS, on MM/DD/YYYY, the Tehama County Board of Supervisors adopted Resolution No. ##### ordering that the penalty be enforced against the Premises and further ordering recordation of this Notice of Administrative Penalty Lien against the Premises, pursuant to Chapter 10.06 of the Tehama County Code and Government Code section 53069.4.

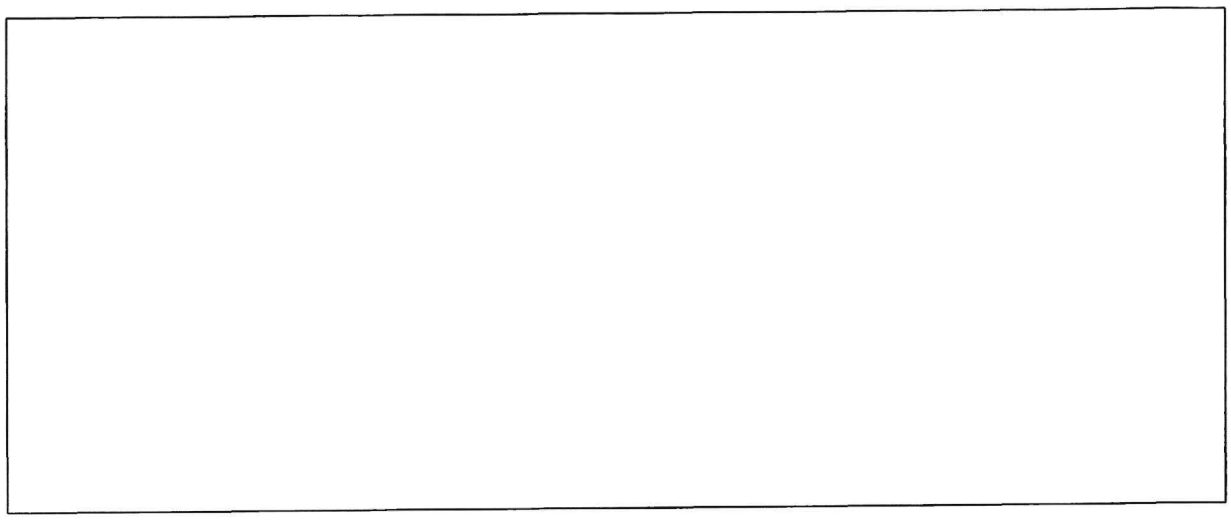
WHEREAS, the County of Tehama does hereby claim an Administrative Penalty Lien in the sum of $####. The same shall be a lien on upon the Premises until the same has been paid in full and released of record.

NOTICE IS HEREBY GIVEN.

_____
Date of Notice

_____
Tim Potanovic, Enforcing Officer

EXHIBIT "A" - Legal Description of Premises



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Tehama

On MM/DD/YYYY, before me, _____, the undersigned, a Notary Public in and for the State of California, personally appeared (NAME OF INDIVIDUAL SIGNING NOTICE OF LIEN) who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to be within instrument and acknowledged to me that (s)he executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

I certify under Penalty of Perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____

Notary Public in and for the State of California

Tehama County

Agenda Request Form

File #: 25-1256 **Agenda Date:** 7/22/2025 **Agenda #:** 25.

ENVIRONMENTAL HEALTH / CODE ENFORCEMENT - Code Enforcement Officers Clint Weston and Ron Robbins

Requested Action(s)
a) Public Nuisance Administrative Penalty Lien Hearing Pursuant to Chapter 10.16 of the Tehama County Code and Government Code section 53069.4:

1) HEARING - Conduct Hearing to review the enforcing officer's report of the amount of administrative penalty and to determine whether, and in what amount, the administrative penalty shall be enforced as a lien against the affected property listed below:

Owner: Mario Andrade, Margarita Andrade, Fernandeo Torres and Lorena Torres
Site Address: 20740 Canal View Rd., Corning
APN: 061-360-013 District 4
Code Case: CE-24-124

2) RESOLUTION - Request adoption of an Administrative Penalty Lien Resolution making a determination and ordering that the amount of administrative penalty relating to public nuisance be enforced as a lien against the affected property and further ordering recordation of a notice of administrative penalty lien against said property

Financial Impact:
Pursuing assessment and collection of liens arising from unpaid administrative penalties will facilitate the Department's compliance with Chapter 10.16 of the Tehama County Code and Government Code Section 53069.4.

Background Information:
Tehama County Code Enforcement conducted an inspection of the Premises on September 26, 2024. The enforcing officer issued a Notice of Violation and Proposed Administrative Penalty ("Notice") to the owner(s), and/or occupant(s) of the Premises on October 7, 24 for a public nuisance under Chapter 10.16.

Abatement of the nuisance was ordered as specified in the Notice.

On December 19, 2024, Tehama County Code Enforcement sent an invoice requesting payment. No payments have been paid as of July 8, 2025.

Notice of Hearing on Accounting for Cost of Abatement and Cost of Administration; Notice of Hearing on Report for Amount of Administrative Penalty Due and Owing (*Tehama County Code Chapters 10.16*)

DATE OF NOTICE: 6/25/2025 **Case No. CE-24-124**

Property Owner Name and Last Known Address:
Mario Andrade, Margarita Andrade
Fernando Torres and Lorena Torres
151 Washington St.
Red Bluff, CA 96080

Occupant:
All occupants at this site address

Site Address:
20740 Canal View, Corning

Assessor's Parcel Number:
061-360-013

TO ALL PROPERTY OWNERS, TENANTS, OR OTHERS IN POSSESSION OF THE PREMISES IDENTIFIED AS:
20740 Canal View, Corning

YOU ARE HEREBY NOTIFIED that Exhibit "A," attached hereto and incorporated herein, is a copy of the account and/or report pertaining to the property determined to be a nuisance & found in violation of Chapter 10.16 of the Tehama County Code. The amount is presently due and owing.

YOU ARE HEREBY NOTIFIED the Tehama County Board of Supervisors will review the account and/or report.
FAILURE TO APPEAR AT THE HEARING SCHEDULED ON:

DATE: **7/22/2025**
TIME: **1:30 PM**
ADDRESS: **727 Oak Street, Red Bluff, CA**

WILL CONSTITUTE A FAILURE TO EXHAUST ADMINISTRATIVE REMEDIES WITH RESPECT TO THE ADMINISTRATIVE COSTS. THE ENTIRE PENALTY AND INTERESTS MAY BE PROCESSED FOR A PERSONAL CIVIL JUDGEMENT, SEIZURE OF PERSONAL PROPERTY, PAY GARNISHMENT OR COORDINATION WITH FRANCHISE TAX BOARD AND OR INTERNAL REVENUE SERVICE.

If you require an interpreter, you are responsible for providing one for yourself

NOTICE IS FURTHER GIVEN:

Administrative Penalty:

YOU MAY APPEAR AT SAID DATE AND TIME TO BE HEARD. The property owner may also file a written objection with the Clerk of the Board of Supervisors stating a description of the property at issue and the grounds for such objection.

THE BOARD OF SUPERVISORS MAY ORDER THAT THE AMOUNT OF ADMINISTRATIVE PENALTY BE ENFORCED AS A LIEN AGAINST THE PREMISES AND THE LIEN WILL BE RECORDED AGAINST THE PREMISES. (TEHAMA COUNTY CODE SECTION 10.16.200, SUBD. (I))

Notice of Hearing on Accounting for Cost of Abatement and Cost of Administration; Notice of Hearing on Report for Amount of Administrative Penalty Due and Owing (*Tehama County Code Chapters 10.16*)

ONCE THE OBLIGATION IS SATISFIED, THE LIEN SHALL BE RELEASED. FAILURE TO ATTEND THE HEARING OR FILE A WRITTEN OBJECTION WITH THE CLERK OF THE BOARD OF SUPERVISORS WILL CONSTITUTE A FAILURE TO EXHAUST ADMINISTRATIVE REMEDIES WITH RESPECT TO THE ADMINSTRATIVE PENALTIES.

NOTICE IS HEREBY GIVEN.

6/25/2025
Date of Service of Notice

Tehama County Clerk of the Board of Supervisors

Payments should be directed to: TEHAMA COUNTY ENVIRONMENTAL HEALTH
CODE ENFORCEMENT DIVISION
633 Washington Street, Room 36, Red Bluff, CA 96080
Phone: 530-527-8020 FAX: 530-527-6617

Tehama County Environmental Health Department
633 Washington Street, Room 36
Red Bluff, CA 96080
530-527-8020

Exhibit A

Code Enforcement Account Invoice

Account ID	Date
AR0003320	12/19/2024

Invoice ID	Invoice Total Due:
IN0012245	$ 3,000.00

PAYMENT DUE IMMEDIATELY

TO : MARIO ADRADE, MARGARITA ANDRADE,
FERNANDO TORRES & LORENA TORRES
321 SANTA MARIA AVE.
GERBER, CA 96035

You received this invoice because you were either the property owner, occupant or a person who caused, permitted, suffers or maintained, conducted, or otherwise suffered or allowed the violation to exist.

APN: 061-360-013 **Site Location:** 20740 CANAL VIEW CORNING

Date	Program/ Element	Description	Amount

Invoice #IN0012245 --- **Date of Invoice : 12/19/2024**

12/19/24	8116	CODE ADMINISTRATIVE PENALTIES	$	3,000.00

Penalties due for Public Nuisance. $100.00 per day starting 10/18/24 through 11/16/24 30 days at $100.00 per day = $3,000.00

Total Due for This Invoice: $ 3,000.00

Please make payments to Tehama County Environmental Health Code Enforcement
633 Washington Street, Room 36, Red Bluff, CA 96080 in the form of a cashier's check or money order, no personal checks.

Interest shall accrue on any amounts due from the effective date until the date paid pursuant to the laws applicable to civil judgments.

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TEHAMA MAKING THE DETERMINATION AND ORDERING THAT THE AMOUNT OF ADMINISTRATIVE PENALTY RELATING TO THE PUBLIC NUISANCE BE ENFORCED AS A LIEN AGAINST THE AFFECTED PROPERTY AND FURTHER ORDERING RECORDATION OF NOTICE OF ADMINISTRATIVE PENALTY LIEN, PURSUANT TO CHAPTER 10.16 OF THE TEHAMA COUNTY CODE AND GOVERNMENT CODE SECTION 53069.4

Owner:	**Mario Andrade, Margarita Andrade Fernando Torres and Lorena Torres**
Site Address:	**20740 Canal View, Corning**
APN:	**061-360-013**
Code Case:	**CE-24-124**

WHEREAS, in accordance with the procedures set forth in Chapter 10.16 of the Tehama County Code, the condition(s) occurring on the premises was determined to constitute a public nuisance; and

WHEREAS, in the event that the nuisance was not voluntarily abated, the County was authorized to impose a daily administrative penalty through the process set forth in Section 10.16.200 of the Tehama County Code; and

WHEREAS, the nuisance was not abated as ordered; and

WHEREAS, administrative penalty has been imposed for the public nuisance occurring on the property in accordance with the above-described process, and that determination has become final and conclusive; and

WHEREAS, the enforcing officer has kept an account of the amount of the administrative penalty imposed, and has rendered a report in writing to the Board of Supervisors showing the amount of administrative penalty, which is attached hereto as Exhibit "A"; and

WHEREAS, the total administrative penalty imposed is **$3,000.00;** and

WHEREAS, the County made a demand on the property owner at least ninety (90) days prior to this Hearing for the amounts stated in Exhibit "A" to pay the County for the administrative penalty; and

WHEREAS, the County has not received payment in full from the property owner; and

WHEREAS, no timely appeal was filed with the Superior Court; and

WHEREAS, the Board of Supervisors is authorized to record Notice of Administrative Penalty Lien against the property pursuant to Government Code section 53069.4 and Tehama County Code section 10.16.200; and

WHEREAS, the owner of the property has been given notice of this Hearing and provided an opportunity to be heard in accordance with Tehama County Code section 10.16.200;

NOW THEREFORE BE IT RESOLVED, that the report of the enforcing officer, attached hereto as Exhibit "A," with any modifications directed by the Board of Supervisors on the record at this Hearing is hereby confirmed and approved; and

BE IT FURTHER RESOLVED, that the Tehama County Board of Supervisors hereby orders that an administrative penalty shall be enforced as a lien against the property described in the amount stated in Exhibit "A," with any modifications directed by the Board of Supervisors on the record at this Hearing; and

BE IT FURTHER RESOLVED, that the Board of Supervisors authorizes and directs the enforcing officer to record a Notice of Administrative Penalty Lien against the property for the amounts stated in Exhibit "A," with any modifications directed by the Board of Supervisors on the record at this Hearing, in substantially the form attached hereto as Exhibit "B,"

The foregoing resolution was offered on a motion by Supervisor _____, seconded by Supervisor_____, and carried by the following vote of the Board:

AYES:

NOES:

ABSENT OR NOT VOTING:

STATE OF CALIFORNIA)
) ss
COUNTY OF TEHAMA)

I, _____, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said Board of Supervisors on the _____ day of _____, 2025.

DATED: This _____ day of _____, 2025.

_____, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California.

By_____

Tehama County Environmental Health Department
633 Washington Street, Room 36
Red Bluff, CA 96080
530-527-8020

Exhibit A

Code Enforcement Account Invoice

Account ID	Date
AR0003320	12/19/2024

Invoice ID	Invoice Total Due:
IN0012245	$ 3,000.00

PAYMENT DUE IMMEDIATELY

TO: MARIO ADRADE, MARGARITA ANDRADE,
FERNANDO TORRES & LORENA TORRES
321 SANTA MARIA AVE.
GERBER, CA 96035

You received this invoice because you were either the property owner, occupant or a person who caused, permitted, suffers or maintained, conducted, or otherwise suffered or allowed the violation to exist.

APN: 061-360-013 **Site Location:** 20740 CANAL VIEW CORNING

	Date	Program/ Element	Description		Amount
Invoice #IN0012245	**--- Date of Invoice : 12/19/2024**				
	12/19/24	8116	CODE ADMINISTRATIVE PENALTIES	$	3,000.00
	Penalties due for Public Nuisance. $100.00 per day starting 10/18/24 through 11/16/24 30 days at $100.00 per day = $3,000.00				
			Total Due for This Invoice:	$	3,000.00

Please make payments to Tehama County Environmental Health Code Enforcement
633 Washington Street, Room 36, Red Bluff, CA 96080 in the form of a cashier's check or money order, no personal checks.

Interest shall accrue on any amounts due from the effective date until the date paid pursuant to the laws applicable to civil judgments.

Exhibit "B"

Recording requested by and mail to:

Tehama County Department of
Environmental Health,
Code Enforcement
633 Washington St., Room 36
Red Bluff, CA 96080

NOTICE OF ADMINISTRATIVE PENALTY LIEN

Property Owner Name and Last Known Address:
XXXX
XXXX
XXXX

Site Address:
XXXX
XXXX
XXXX

Assessor's Parcel Number
######

Date Penalty Began Accruing :
MM/DD/YYYY

Date Penalty Stopped Accruing:
MM/DD/YYYY

WHEREAS, Exhibit "A" attached hereto and incorporated herein is a legal description of the subject property ("Premises").

WHEREAS, in accordance with the procedures set forth in Chapter 10.16 of the Tehama County Code, a condition occurring on the Premises was determined to constitute a public nuisance, and an administrative penalty was imposed in the amount of $#### per day.

WHEREAS, an administrative penalty accrued between MM/DD/YYYY through MM/DD/YYYY without abatement.

WHEREAS, on MM/DD/YYYY the County of Tehama made a demand that the administrative penalty in the sum of $##### be paid immediately/by MM/DD/YYYY. The amount paid toward the total sum to date is: $####.

WHEREAS, on MM/DD/YYYY, the Tehama County Board of Supervisors adopted Resolution No. ##### ordering that the penalty be enforced against the Premises and further ordering recordation of this Notice of Administrative Penalty Lien against the Premises, pursuant to Chapter 10.06 of the Tehama County Code and Government Code section 53069.4.

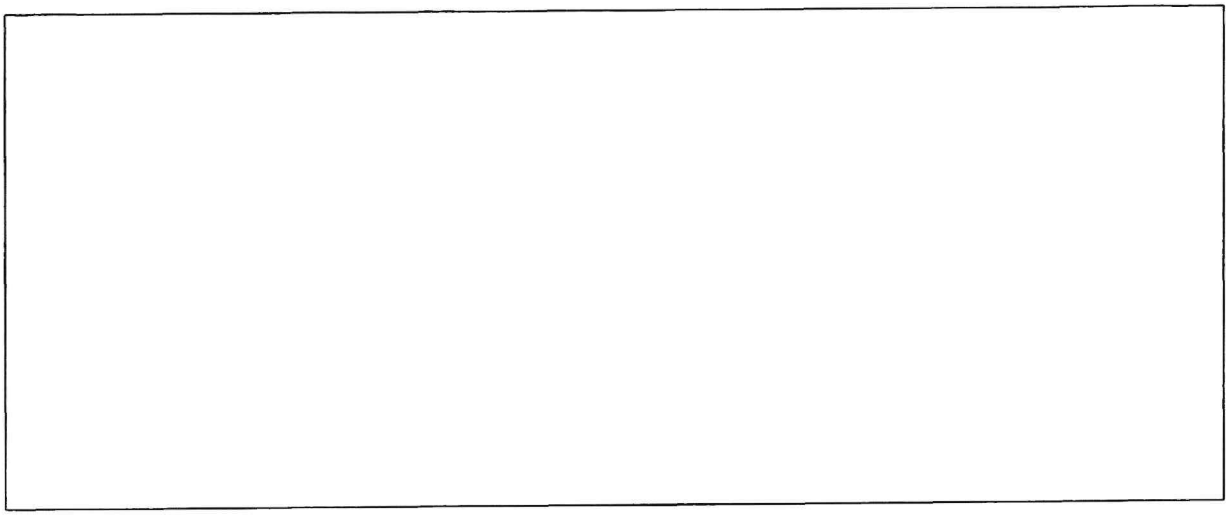
WHEREAS, the County of Tehama does hereby claim an Administrative Penalty Lien in the sum of $####. The same shall be a lien on upon the Premises until the same has been paid in full and released of record.

NOTICE IS HEREBY GIVEN.

Date of Notice

Tim Potanovic, Enforcing Officer

EXHIBIT "A" - Legal Description of Premises



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Tehama

On MM/DD/YYYY, before me, _____, the undersigned, a Notary Public in and for the State of California, personally appeared (NAME OF INDIVIDUAL SIGNING NOTICE OF LIEN) who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to be within instrument and acknowledged to me that (s)he executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

I certify under Penalty of Perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____

Notary Public in and for the State of California

Tehama County

Agenda Request Form

File #: 25-1259 **Agenda Date:** 7/22/2025 **Agenda #:** 26.

ENVIRONMENTAL HEALTH / CODE ENFORCEMENT - Code Enforcement Officers Clint Weston and Ron Robbins

Requested Action(s)
a) Public Nuisance Administrative Penalty Lien Hearing Pursuant to Chapter 10.16 of the Tehama County Code and Government Code section 53069.4:

1) HEARING - Conduct Hearing to review the enforcing officer's report of the amount of administrative penalty and to determine whether, and in what amount, the administrative penalty shall be enforced as a lien against the affected property listed below:

Owner: Shirley Lynn Burns, Deceased, Anthonius Todd Nuse
Site Address: 22825 Jorgenson Ln., Red Bluff
APN: 039-340-043 District 3
Code Case: CE-23-160

2) RESOLUTION - Request adoption of an Administrative Penalty Lien Resolution making a determination and ordering that the amount of administrative penalty relating to public nuisance be enforced as a lien against the affected property and further ordering recordation of a notice of administrative penalty lien against said property

Financial Impact:
Pursuing assessment and collection of liens arising from unpaid administrative penalties will facilitate the Department's compliance with Chapter 10.16 of the Tehama County Code and Government Code Section 53069.4.

Background Information:
Tehama County Code Enforcement conducted an inspection of the Premises on October 19, 2023. The enforcing officer issued a Notice of Violation and Proposed Administrative Penalty("Notice") to the owner(s), and/or occupant(s) of the Premises on November 2, 2023 for a public nuisance under Chapter 10.16.

Abatement of the nuisance was ordered as specified in the Notice.

On October 17, 2024, Tehama County Code Enforcement sent an invoice requesting payment. No payments have been paid as of July 8, 2025.

Notice of Hearing on Accounting for Cost of Abatement and Cost of Administration; Notice of Hearing on Report for Amount of Administrative Penalty Due and Owing (*Tehama County Code Chapters 10.16*)

DATE OF NOTICE: 6/25/2025 **Case No. CE-23-160**

Property Owner Name and Last Known Address:
Shirley Lynn Burns, deceased
c/o Anthonius Todd Nuse
2519 A Street
Eureka CA 95501

Occupant:
All occupants at this site address

Site Address:
22825 Jorgenson Lane, Red Bluff

Assessor's Parcel Number:
039-340-043

TO ALL PROPERTY OWNERS, TENANTS, OR OTHERS IN POSSESSION OF THE PREMISES IDENTIFIED AS:
22825 Jorgenson Lane, Red Bluff

YOU ARE HEREBY NOTIFIED that Exhibit "A," attached hereto and incorporated herein, is a copy of the account and/or report pertaining to the property determined to be a nuisance & found in violation of Chapter 10.16 of the Tehama County Code. The amount is presently due and owing.

YOU ARE HEREBY NOTIFIED the Tehama County Board of Supervisors will review the account and/or report.
FAILURE TO APPEAR AT THE HEARING SCHEDULED ON:

DATE: **7/22/2025**
TIME: **1:30 PM**
ADDRESS: **727 Oak Street, Red Bluff, CA**

WILL CONSTITUTE A FAILURE TO EXHAUST ADMINISTRATIVE REMEDIES WITH RESPECT TO THE ADMINISTRATIVE COSTS. THE ENTIRE PENALTY AND INTERESTS MAY BE PROCESSED FOR A PERSONAL CIVIL JUDGEMENT, SEIZURE OF PERSONAL PROPERTY, PAY GARNISHMENT OR COORDINATION WITH FRANCHISE TAX BOARD AND OR INTERNAL REVENUE SERVICE.

If you require an interpreter, you are responsible for providing one for yourself

NOTICE IS FURTHER GIVEN:

Administrative Penalty:

YOU MAY APPEAR AT SAID DATE AND TIME TO BE HEARD. The property owner may also file a written objection with the Clerk of the Board of Supervisors stating a description of the property at issue and the grounds for such objection.

THE BOARD OF SUPERVISORS MAY ORDER THAT THE AMOUNT OF ADMINISTRATIVE PENALTY BE ENFORCED AS A LIEN AGAINST THE PREMISES AND THE LIEN WILL BE RECORDED AGAINST THE PREMISES. (TEHAMA COUNTY CODE SECTION 10.16.200, SUBD. (I))

Notice of Hearing on Accounting for Cost of Abatement and Cost of Administration; Notice of Hearing on Report for Amount of Administrative Penalty Due and Owing (*Tehama County Code Chapters 10.16*)

ONCE THE OBLIGATION IS SATISFIED, THE LIEN SHALL BE RELEASED. FAILURE TO ATTEND THE HEARING OR FILE A WRITTEN OBJECTION WITH THE CLERK OF THE BOARD OF SUPERVISORS WILL CONSTITUTE A FAILURE TO EXHAUST ADMINISTRATIVE REMEDIES WITH RESPECT TO THE ADMINSTRATIVE PENALTIES.

NOTICE IS HEREBY GIVEN.

6/25/2025
Date of Service of Notice

Tehama County Clerk of the Board of Supervisors

Payments should be directed to: TEHAMA COUNTY ENVIRONMENTAL HEALTH
CODE ENFORCEMENT DIVISION
633 Washington Street, Room 36, Red Bluff, CA 96080
Phone: 530-527-8020 FAX: 530-527-6617

Tehama County Environmental Health partment
633 Washington Street, Room 36
Red Bluff, CA 96080
530-527-8020

Exhibit A

Code Enforcement Account Invoice

Account ID	Date
AR0003282	10/17/2024

Invoice ID	Invoice Total Due:
IN0012201	$ 3,000.00

PAYMENT DUE IMMEDIATELY

TO : SHIRLEY LYNN BURNS AND
ANTHONIUS TODD NUSE
22825 JORGENSON LANE
RED BLUFF, CA 96080

You received this invoice because you were either the property owner, occupant or a person who caused, permitted, suffers or maintained, conducted, or otherwise suffered or allowed the violation to exist.

APN: 039-340-043 **Site Location:** 22825 JORGENSON LANE RED BLUFF

Date	Program/ Element	Description	Amount

Invoice #IN0012201 --- **Date of Invoice : 10/17/2024**

10/17/24	8116	CODE ADMINISTRATIVE PENALTIES	$ 3,000.00

Penalties due for Public Nuisance. $100.00 per day starting 11/13/23 through 12/12/23 30 days at $100.00 per day = $3,000.00

Total Due for This Invoice: $ 3,000.00

Please make payments to Tehama County Environmental Health Code Enforcement 633 Washington Street, Room 36, Red Bluff, CA 96080 in the form of a cashier's check or money order, no personal checks.

Interest shall accrue on any amounts due from the effective date until the date paid pursuant to the laws applicable to civil judgments.

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TEHAMA MAKING THE DETERMINATION AND ORDERING THAT THE AMOUNT OF ADMINISTRATIVE PENALTY RELATING TO THE PUBLIC NUISANCE BE ENFORCED AS A LIEN AGAINST THE AFFECTED PROPERTY AND FURTHER ORDERING RECORDATION OF NOTICE OF ADMINISTRATIVE PENALTY LIEN, PURSUANT TO CHAPTER 10.16 OF THE TEHAMA COUNTY CODE AND GOVERNMENT CODE SECTION 53069.4

Owner:	**Shirley Lynn Burns, deceased**
	c/o Anthonius Todd Nuse
Site Address:	**22825 Jorgenson Lane, Red Bluff**
APN:	**039-340-043**
Code Case:	**CE-23-160**

WHEREAS, in accordance with the procedures set forth in Chapter 10.16 of the Tehama County Code, the condition(s) occurring on the premises was determined to constitute a public nuisance; and

WHEREAS, in the event that the nuisance was not voluntarily abated, the County was authorized to impose a daily administrative penalty through the process set forth in Section 10.16.200 of the Tehama County Code; and

WHEREAS, the nuisance was not abated as ordered; and

WHEREAS, administrative penalty has been imposed for the public nuisance occurring on the property in accordance with the above-described process, and that determination has become final and conclusive; and

WHEREAS, the enforcing officer has kept an account of the amount of the administrative penalty imposed, and has rendered a report in writing to the Board of Supervisors showing the amount of administrative penalty, which is attached hereto as Exhibit "A"; and

WHEREAS, the total administrative penalty imposed is **$3,000.00;** and

WHEREAS, the County made a demand on the property owner at least ninety (90) days prior to this Hearing for the amounts stated in Exhibit "A" to pay the County for the administrative penalty; and

WHEREAS, the County has not received payment in full from the property owner; and

WHEREAS, no timely appeal was filed with the Superior Court; and

WHEREAS, the Board of Supervisors is authorized to record Notice of Administrative Penalty Lien against the property pursuant to Government Code section 53069.4 and Tehama County Code section 10.16.200; and

WHEREAS, the owner of the property has been given notice of this Hearing and provided an opportunity to be heard in accordance with Tehama County Code section 10.16.200;

NOW THEREFORE BE IT RESOLVED, that the report of the enforcing officer, attached hereto as Exhibit "A," with any modifications directed by the Board of Supervisors on the record at this Hearing is hereby confirmed and approved; and

BE IT FURTHER RESOLVED, that the Tehama County Board of Supervisors hereby orders that an administrative penalty shall be enforced as a lien against the property described in the amount stated in Exhibit "A," with any modifications directed by the Board of Supervisors on the record at this Hearing; and

BE IT FURTHER RESOLVED, that the Board of Supervisors authorizes and directs the enforcing officer to record a Notice of Administrative Penalty Lien against the property for the amounts stated in Exhibit "A," with any modifications directed by the Board of Supervisors on the record at this Hearing, in substantially the form attached hereto as Exhibit "B,"

The foregoing resolution was offered on a motion by Supervisor _____, seconded by Supervisor_____, and carried by the following vote of the Board:

AYES:

NOES:

ABSENT OR NOT VOTING:

STATE OF CALIFORNIA)
) ss
COUNTY OF TEHAMA)

I, _____, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said Board of Supervisors on the _____ day of _____, 2025.

DATED: This _____ day of _____, 2025.

_____, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California.

By_____

Tehama County Environmental Health partment
633 Washington Street, Room 36
Red Bluff, CA 96080
530-527-8020

Exhibit A

Code Enforcement Account Invoice

Account ID	Date
AR0003282	10/17/2024
Invoice ID	**Invoice Total Due:**
IN0012201	$ 3,000.00

TO : SHIRLEY LYNN BURNS AND
ANTHONIUS TODD NUSE
22825 JORGENSON LANE
RED BLUFF, CA 96080

PAYMENT DUE IMMEDIATELY

You received this invoice because you were either the property owner, occupant or a person who caused, permitted, suffers or maintained, conducted, or otherwise suffered or allowed the violation to exist.

APN: 039-340-043 **Site Location:** 22825 JORGENSON LANE RED BLUFF

	Date	Program/ Element	Description	Amount
Invoice #IN0012201	**--- Date of Invoice : 10/17/2024**			
	10/17/24	8116	CODE ADMINISTRATIVE PENALTIES	$ 3,000.00
	Penalties due for Public Nuisance. $100.00 per day starting 11/13/23 through 12/12/23 30 days at $100.00 per day = $3,000.00			
			Total Due for This Invoice:	$ 3,000.00

Please make payments to Tehama County Environmental Health Code Enforcement
633 Washington Street, Room 36, Red Bluff, CA 96080 in the form of a cashier's check or money order, no personal checks.

Interest shall accrue on any amounts due from the effective date until the date paid pursuant to the laws applicable to civil judgments.

Exhibit "B"

Recording requested by and mail to:

Tehama County Department of
Environmental Health,
Code Enforcement
633 Washington St., Room 36
Red Bluff, CA 96080

NOTICE OF ADMINISTRATIVE PENALTY LIEN

Property Owner Name and Last Known Address:
XXXX
XXXX
XXXX

Site Address:
XXXX
XXXX
XXXX

Assessor's Parcel Number
######

Date Penalty Began Accruing :
MM/DD/YYYY

Date Penalty Stopped Accruing:
MM/DD/YYYY

WHEREAS, Exhibit "A" attached hereto and incorporated herein is a legal description of the subject property ("Premises").

WHEREAS, in accordance with the procedures set forth in Chapter 10.16 of the Tehama County Code, a condition occurring on the Premises was determined to constitute a public nuisance, and an administrative penalty was imposed in the amount of $#### per day.

WHEREAS, an administrative penalty accrued between MM/DD/YYYY through MM/DD/YYYY without abatement.

WHEREAS, on MM/DD/YYYY the County of Tehama made a demand that the administrative penalty in the sum of $##### be paid immediately/by MM/DD/YYYY. The amount paid toward the total sum to date is: $####.

WHEREAS, on MM/DD/YYYY, the Tehama County Board of Supervisors adopted Resolution No. ##### ordering that the penalty be enforced against the Premises and further ordering recordation of this Notice of Administrative Penalty Lien against the Premises, pursuant to Chapter 10.06 of the Tehama County Code and Government Code section 53069.4.

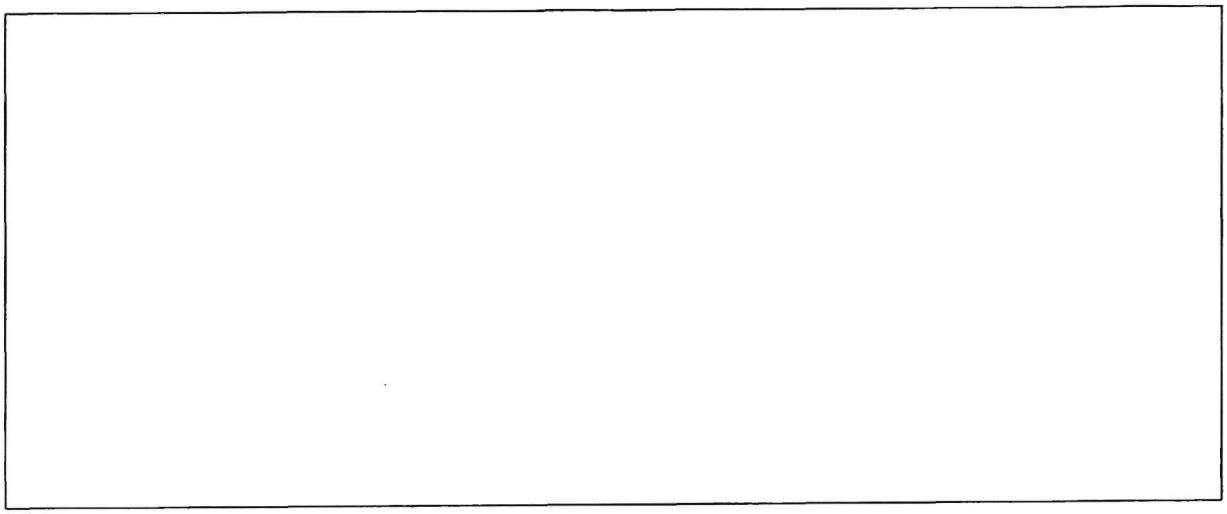
WHEREAS, the County of Tehama does hereby claim an Administrative Penalty Lien in the sum of $####. The same shall be a lien on upon the Premises until the same has been paid in full and released of record.

NOTICE IS HEREBY GIVEN.

_____
Date of Notice

_____
Tim Potanovic, Enforcing Officer

EXHIBIT "A" - Legal Description of Premises



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Tehama

On MM/DD/YYYY, before me, _____, the undersigned, a Notary Public in and for the State of California, personally appeared (NAME OF INDIVIDUAL SIGNING NOTICE OF LIEN) who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to be within instrument and acknowledged to me that (s)he executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

I certify under Penalty of Perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____

Notary Public in and for the State of California

Tehama County

Agenda Request Form

File #: 25-1262 **Agenda Date:** 7/22/2025 **Agenda #:** 27.

ENVIRONMENTAL HEALTH / CODE ENFORCEMENT - Code Enforcement Officers Clint Weston and Ron Robbins

Requested Action(s)
a) Public Nuisance Administrative Penalty Lien Hearing Pursuant to Chapter 10.16 of the Tehama County Code and Government Code section 53069.4:

1) HEARING - Conduct Hearing to review the enforcing officer's report of the amount of administrative penalty and to determine whether, and in what amount, the administrative penalty shall be enforced as a lien against the affected property listed below:

Owner: Peter Raap & Lois Raap
Site Address: 18200 Luce Griswold Rd., Cottonwood
APN: 006-040-037 District 1
Code Case: CE-24-135

2) RESOLUTION - Request adoption of an Administrative Penalty Lien Resolution making a determination and ordering that the amount of administrative penalty relating to public nuisance be enforced as a lien against the affected property and further ordering recordation of a notice of administrative penalty lien against said property

Financial Impact:
Pursuing assessment and collection of liens arising from unpaid administrative penalties will facilitate the Department's compliance with Chapter 10.16 of the Tehama County Code and Government Code Section 53069.4.

Background Information:
Tehama County Code Enforcement conducted an inspection of the Premises on October 16, 2024. The enforcing officer issued a Notice of Violation and Proposed Administrative Penalty("Notice") to the owner(s), and/or occupant(s) of the Premises on October 21, 2024 for a public nuisance under Chapter 10.16.

Abatement of the nuisance was ordered as specified in the Notice.

On April 8, 2025, Tehama County Code Enforcement sent an invoice requesting payment. No payments have been paid as of July 8, 2025.

Notice of Hearing on Accounting for Cost of Abatement and Cost of Administration; Notice of Hearing on Report for Amount of Administrative Penalty Due and Owing (*Tehama County Code Chapters 10.16*)

DATE OF NOTICE: 6/25/2025 **Case No. CE-24-135**

Property Owner Name and Last Known Address:
Peter Raap & Lois Raap
515 Dougherty Ave.
Morgan Hills, CA 95037

Occupant:
All occupants at this site address

Site Address:
18200 Luce-Griswold, Cottonwood

Assessor's Parcel Number:
006-040-037

TO ALL PROPERTY OWNERS, TENANTS, OR OTHERS IN POSSESSION OF THE PREMISES IDENTIFIED AS:
18200 Luce-Griswold, Cottonwood

YOU ARE HEREBY NOTIFIED that Exhibit "A," attached hereto and incorporated herein, is a copy of the account and/or report pertaining to the property determined to be a nuisance & found in violation of Chapter 10.16 of the Tehama County Code. The amount is presently due and owing.

YOU ARE HEREBY NOTIFIED the Tehama County Board of Supervisors will review the account and/or report.
FAILURE TO APPEAR AT THE HEARING SCHEDULED ON:

DATE: **7/22/2025**
TIME: **1:30 PM**
ADDRESS: **727 Oak Street, Red Bluff, CA**

WILL CONSTITUTE A FAILURE TO EXHAUST ADMINISTRATIVE REMEDIES WITH RESPECT TO THE ADMINISTRATIVE COSTS. THE ENTIRE PENALTY AND INTERESTS MAY BE PROCESSED FOR A PERSONAL CIVIL JUDGEMENT, SEIZURE OF PERSONAL PROPERTY, PAY GARNISHMENT OR COORDINATION WITH FRANCHISE TAX BOARD AND OR INTERNAL REVENUE SERVICE.

If you require an interpreter, you are responsible for providing one for yourself

NOTICE IS FURTHER GIVEN:

Administrative Penalty:

YOU MAY APPEAR AT SAID DATE AND TIME TO BE HEARD. The property owner may also file a written objection with the Clerk of the Board of Supervisors stating a description of the property at issue and the grounds for such objection.

THE BOARD OF SUPERVISORS MAY ORDER THAT THE AMOUNT OF ADMINISTRATIVE PENALTY BE ENFORCED AS A LIEN AGAINST THE PREMISES AND THE LIEN WILL BE RECORDED AGAINST THE PREMISES. (TEHAMA COUNTY CODE SECTION 10.16.200, SUBD. (I))

Notice of Hearing on Accounting for
Cost of Abatement and Cost of Administration;
Notice of Hearing on Report for
Amount of Administrative Penalty Due and Owing
(*Tehama County Code Chapters 10.16*)

ONCE THE OBLIGATION IS SATISFIED, THE LIEN SHALL BE RELEASED. FAILURE TO ATTEND THE HEARING OR FILE A WRITTEN OBJECTION WITH THE CLERK OF THE BOARD OF SUPERVISORS WILL CONSTITUTE A FAILURE TO EXHAUST ADMINISTRATIVE REMEDIES WITH RESPECT TO THE ADMINSTRATIVE PENALTIES.

NOTICE IS HEREBY GIVEN.

6/25/2025
Date of Service of Notice

Tehama County Clerk of the Board of Supervisors

Payments should be directed to: TEHAMA COUNTY ENVIRONMENTAL HEALTH
CODE ENFORCEMENT DIVISION
633 Washington Street, Room 36, Red Bluff, CA 96080
Phone: 530-527-8020 FAX: 530-527-6617

Tehama County Environmental Health Department
633 Washington Street, Room 36
Red Bluff, CA 96080
530-527-8020

Exhibit A

Code Enforcement Account Invoice

Account ID	Date
AR0003349	4/7/2025

Invoice ID	Invoice Total Due:
IN0012297	$ 3,000.00

PAYMENT DUE IMMEDIATELY

TO: PETER RAAP & LOIS RAAP

515 DOUGHERTY AVE.
MORGAN HILL, CA 95037

You received this invoice because you were either the property owner, occupant or a person who caused, permitted, suffers or maintained, conducted, or otherwise suffered or allowed the violation to exist.

APN: 006-040-037 **Site Location:** 18200 LUCE GRISWOLD COTTONWOOD

Date	Program/ Element	Description	Amount

Invoice #IN0012297 --- Date of Invoice : 4/7/2025

04/07/25	8116	CODE ADMINISTRATIVE PENALTIES	$	3,000.00

Penalties due for Public Nuisance. $100.00 per day starting 11/1/24 through 11/30/24 30 days at $100.00 per day = $3,000.00

Total Due for This Invoice: $ 3,000.00

Please make payments to Tehama County Environmental Health Code Enforcement 633 Washington Street, Room 36, Red Bluff, CA 96080 in the form of a cashier's check or money order, no personal checks.

Interest shall accrue on any amounts due from the effective date until the date paid pursuant to the laws applicable to civil judgments.

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TEHAMA MAKING THE DETERMINATION AND ORDERING THAT THE AMOUNT OF ADMINISTRATIVE PENALTY RELATING TO THE PUBLIC NUISANCE BE ENFORCED AS A LIEN AGAINST THE AFFECTED PROPERTY AND FURTHER ORDERING RECORDATION OF NOTICE OF ADMINISTRATIVE PENALTY LIEN, PURSUANT TO CHAPTER 10.16 OF THE TEHAMA COUNTY CODE AND GOVERNMENT CODE SECTION 53069.4

Owner:	**Peter Raap & Lois Raap**
Site Address:	**18200 Luce-Griswold, Cottonwood**
APN:	**006-040-037**
Code Case:	**CE-24-135**

WHEREAS, in accordance with the procedures set forth in Chapter 10.16 of the Tehama County Code, the condition(s) occurring on the premises was determined to constitute a public nuisance; and

WHEREAS, in the event that the nuisance was not voluntarily abated, the County was authorized to impose a daily administrative penalty through the process set forth in Section 10.16.200 of the Tehama County Code; and

WHEREAS, the nuisance was not abated as ordered; and

WHEREAS, administrative penalty has been imposed for the public nuisance occurring on the property in accordance with the above-described process, and that determination has become final and conclusive; and

WHEREAS, the enforcing officer has kept an account of the amount of the administrative penalty imposed, and has rendered a report in writing to the Board of Supervisors showing the amount of administrative penalty, which is attached hereto as Exhibit "A"; and

WHEREAS, the total administrative penalty imposed is **$3,000.00;** and

WHEREAS, the County made a demand on the property owner at least ninety (90) days prior to this Hearing for the amounts stated in Exhibit "A" to pay the County for the administrative penalty; and

WHEREAS, the County has not received payment in full from the property owner; and

WHEREAS, no timely appeal was filed with the Superior Court; and

WHEREAS, the Board of Supervisors is authorized to record Notice of Administrative Penalty Lien against the property pursuant to Government Code section 53069.4 and Tehama County Code section 10.16.200; and

WHEREAS, the owner of the property has been given notice of this Hearing and provided an opportunity to be heard in accordance with Tehama County Code section 10.16.200;

NOW THEREFORE BE IT RESOLVED, that the report of the enforcing officer, attached hereto as Exhibit "A," with any modifications directed by the Board of Supervisors on the record at this Hearing is hereby confirmed and approved; and

BE IT FURTHER RESOLVED, that the Tehama County Board of Supervisors hereby orders that an administrative penalty shall be enforced as a lien against the property described in the amount stated in Exhibit "A," with any modifications directed by the Board of Supervisors on the record at this Hearing; and

BE IT FURTHER RESOLVED, that the Board of Supervisors authorizes and directs the enforcing officer to record a Notice of Administrative Penalty Lien against the property for the amounts stated in Exhibit "A," with any modifications directed by the Board of Supervisors on the record at this Hearing, in substantially the form attached hereto as Exhibit "B,"

The foregoing resolution was offered on a motion by Supervisor _____, seconded by Supervisor_____, and carried by the following vote of the Board:

AYES:

NOES:

ABSENT OR NOT VOTING:

STATE OF CALIFORNIA)
) ss
COUNTY OF TEHAMA)

I, _____, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said Board of Supervisors on the _____ day of _____, 2025.

DATED: This _____ day of _____, 2025.

_____, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California.

By_____

Tehama County Environmental Health Department
633 Washington Street, Room 36
Red Bluff, CA 96080
530-527-8020

Exhibit A

Code Enforcement Account Invoice

Account ID	Date
AR0003349	4/7/2025

Invoice ID	Invoice Total Due:
IN0012297	$ 3,000.00

TO: PETER RAAP & LOIS RAAP

515 DOUGHERTY AVE.
MORGAN HILL, CA 95037

PAYMENT DUE IMMEDIATELY

You received this invoice because you were either the property owner, occupant or a person who caused, permitted, suffers or maintained, conducted, or otherwise suffered or allowed the violation to exist.

APN: 006-040-037 **Site Location:** 18200 LUCE GRISWOLD COTTONWOOD

	Date	Program/ Element	Description	Amount
Invoice #IN0012297	**--- Date of Invoice : 4/7/2025**			
	04/07/25	8116	CODE ADMINISTRATIVE PENALTIES	$ 3,000.00
	Penalties due for Public Nuisance. $100.00 per day starting 11/1/24 through 11/30/24 30 days at $100.00 per day = $3,000.00			
			Total Due for This Invoice:	$ 3,000.00

Please make payments to Tehama County Environmental Health Code Enforcement 633 Washington Street, Room 36, Red Bluff, CA 96080 in the form of a cashier's check or money order, no personal checks.

Interest shall accrue on any amounts due from the effective date until the date paid pursuant to the laws applicable to civil judgments.

Exhibit "B"

Recording requested by and mail to:

Tehama County Department of
Environmental Health,
Code Enforcement
633 Washington St., Room 36
Red Bluff, CA 96080

NOTICE OF ADMINISTRATIVE PENALTY LIEN

Property Owner Name and Last Known Address:
XXXX
XXXX
XXXX

Site Address:
XXXX
XXXX
XXXX

Assessor's Parcel Number
######

Date Penalty Began Accruing :
MM/DD/YYYY

Date Penalty Stopped Accruing:
MM/DD/YYYY

WHEREAS, Exhibit "A" attached hereto and incorporated herein is a legal description of the subject property ("Premises").

WHEREAS, in accordance with the procedures set forth in Chapter 10.16 of the Tehama County Code, a condition occurring on the Premises was determined to constitute a public nuisance, and an administrative penalty was imposed in the amount of $#### per day.

WHEREAS, an administrative penalty accrued between MM/DD/YYYY through MM/DD/YYYY without abatement.

WHEREAS, on MM/DD/YYYY the County of Tehama made a demand that the administrative penalty in the sum of $##### be paid immediately/by MM/DD/YYYY. The amount paid toward the total sum to date is: $####.

WHEREAS, on MM/DD/YYYY, the Tehama County Board of Supervisors adopted Resolution No. ##### ordering that the penalty be enforced against the Premises and further ordering recordation of this Notice of Administrative Penalty Lien against the Premises, pursuant to Chapter 10.06 of the Tehama County Code and Government Code section 53069.4.

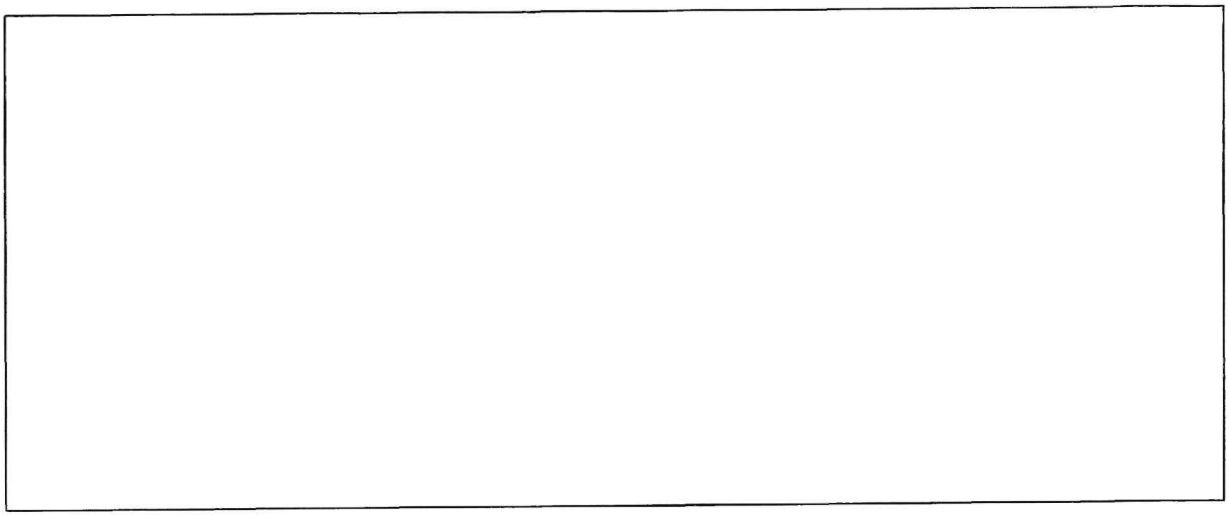
WHEREAS, the County of Tehama does hereby claim an Administrative Penalty Lien in the sum of $####. The same shall be a lien on upon the Premises until the same has been paid in full and released of record.

NOTICE IS HEREBY GIVEN.

Date of Notice

Tim Potanovic, Enforcing Officer

EXHIBIT "A" - Legal Description of Premises



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Tehama

On MM/DD/YYYY, before me, _____, the undersigned, a Notary Public in and for the State of California, personally appeared (NAME OF INDIVIDUAL SIGNING NOTICE OF LIEN) who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to be within instrument and acknowledged to me that (s)he executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

I certify under Penalty of Perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____

Notary Public in and for the State of California

Tehama County

Agenda Request Form

File #: 25-1260 **Agenda Date:** 7/22/2025 **Agenda #:** 28.

ENVIRONMENTAL HEALTH / CODE ENFORCEMENT - Code Enforcement Officers Clint Weston and Ron Robbins

Requested Action(s)
a) Public Nuisance Administrative Penalty Lien Hearing Pursuant to Chapter 10.16 of the Tehama County Code and Government Code section 53069.4:

1) HEARING - Conduct Hearing to review the enforcing officer's report of the amount of administrative penalty and to determine whether, and in what amount, the administrative penalty shall be enforced as a lien against the affected property listed below:

Owner: James R Chandler
Site Address: 3580 Toomes Ave., Corning
APN: 087-100-055 District 4
Code Case: CE-24-100

2) RESOLUTION - Request adoption of an Administrative Penalty Lien Resolution making a determination and ordering that the amount of administrative penalty relating to public nuisance be enforced as a lien against the affected property and further ordering recordation of a notice of administrative penalty lien against said property

Financial Impact:
Pursuing assessment and collection of liens arising from unpaid administrative penalties will facilitate the Department's compliance with Chapter 10.16 of the Tehama County Code and Government Code Section 53069.4.

Background Information:
Tehama County Code Enforcement conducted an inspection of the Premises on August 12, 2024. The enforcing officer issued a Notice of Violation and Proposed Administrative Penalty("Notice") to the owner(s), and/or occupant(s) of the Premises on August 20, 2024 for a public nuisance under Chapter 10.16.

Abatement of the nuisance was ordered as specified in the Notice.

On November 15, 2024, Tehama County Code Enforcement sent an invoice requesting payment. No payments have been paid as of July 8, 2025.

Notice of Hearing on Accounting for Cost of Abatement and Cost of Administration; Notice of Hearing on Report for Amount of Administrative Penalty Due and Owing (*Tehama County Code Chapters 10.16*)

DATE OF NOTICE: 6/25/2025 **Case No. CE-24-100**

Property Owner Name and Last Known Address:
James R Chandler
48371 Sawleaf St.
Fremont, CA 94539

Occupant:
All occupants at this site address

Site Address:
3580 Toomes Ave., Corning

Assessor's Parcel Number:
087-100-055

TO ALL PROPERTY OWNERS, TENANTS, OR OTHERS IN POSSESSION OF THE PREMISES IDENTIFIED AS:
3580 Toomes Ave., Corning

YOU ARE HEREBY NOTIFIED that Exhibit "A," attached hereto and incorporated herein, is a copy of the account and/or report pertaining to the property determined to be a nuisance & found in violation of Chapter 10.16 of the Tehama County Code. The amount is presently due and owing.

YOU ARE HEREBY NOTIFIED the Tehama County Board of Supervisors will review the account and/or report.
FAILURE TO APPEAR AT THE HEARING SCHEDULED ON:

DATE: **7/22/2025**
TIME: **1:30 PM**
ADDRESS: **727 Oak Street, Red Bluff, CA**

WILL CONSTITUTE A FAILURE TO EXHAUST ADMINISTRATIVE REMEDIES WITH RESPECT TO THE ADMINISTRATIVE COSTS. THE ENTIRE PENALTY AND INTERESTS MAY BE PROCESSED FOR A PERSONAL CIVIL JUDGEMENT, SEIZURE OF PERSONAL PROPERTY, PAY GARNISHMENT OR COORDINATION WITH FRANCHISE TAX BOARD AND OR INTERNAL REVENUE SERVICE.

If you require an interpreter, you are responsible for providing one for yourself

NOTICE IS FURTHER GIVEN:

Administrative Penalty:

YOU MAY APPEAR AT SAID DATE AND TIME TO BE HEARD. The property owner may also file a written objection with the Clerk of the Board of Supervisors stating a description of the property at issue and the grounds for such objection.

THE BOARD OF SUPERVISORS MAY ORDER THAT THE AMOUNT OF ADMINISTRATIVE PENALTY BE ENFORCED AS A LIEN AGAINST THE PREMISES AND THE LIEN WILL BE RECORDED AGAINST THE PREMISES. (TEHAMA COUNTY CODE SECTION 10.16.200, SUBD. (I))

Notice of Hearing on Accounting for Cost of Abatement and Cost of Administration; Notice of Hearing on Report for Amount of Administrative Penalty Due and Owing (*Tehama County Code Chapters 10.16*)

ONCE THE OBLIGATION IS SATISFIED, THE LIEN SHALL BE RELEASED. FAILURE TO ATTEND THE HEARING OR FILE A WRITTEN OBJECTION WITH THE CLERK OF THE BOARD OF SUPERVISORS WILL CONSTITUTE A FAILURE TO EXHAUST ADMINISTRATIVE REMEDIES WITH RESPECT TO THE ADMINSTRATIVE PENALTIES.

NOTICE IS HEREBY GIVEN.

6/25/2025
Date of Service of Notice

Tehama County Clerk of the Board of Supervisors

Payments should be directed to: TEHAMA COUNTY ENVIRONMENTAL HEALTH
CODE ENFORCEMENT DIVISION
633 Washington Street, Room 36, Red Bluff, CA 96080
Phone: 530-527-8020 FAX: 530-527-6617

Tehama County Environmental Health Department
633 Washington Street, Room 36
Red Bluff, CA 96080
530-527-8020

Exhibit A

Code Enforcement Account Invoice

Account ID	Date
AR0003306	11/14/2024

Invoice ID	Invoice Total Due:
IN0012228	$ 3,000.00

PAYMENT DUE IMMEDIATELY

TO: JAMES R. CHANDLER

48371 SAWLEAF STREET
FREMONT, CA 94539

You received this invoice because you were either the property owner, occupant or a person who caused, permitted, suffers or maintained, conducted, or otherwise suffered or allowed the violation to exist.

APN: 087-100-055 **Site Location:** 3580 TOOMES AVE. CORNING

Date	Program/ Element	Description	Amount
Invoice #IN0012228	**--- Date of Invoice : 11/14/2024**		
11/14/24	8116	CODE ADMINISTRATIVE PENALTIES	$ 3,000.00
Penalties due for Public Nuisance. $100.00 per day starting 8/31/24 through 9/29/24 30 days at $100.00 per day = $3,000.00			
		Total Due for This Invoice:	$ 3,000.00

Please make payments to Tehama County Environmental Health Code Enforcement 633 Washington Street, Room 36, Red Bluff, CA 96080 in the form of a cashier's check or money order, no personal checks.

Interest shall accrue on any amounts due from the effective date until the date paid pursuant to the laws applicable to civil judgments.

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TEHAMA MAKING THE DETERMINATION AND ORDERING THAT THE AMOUNT OF ADMINISTRATIVE PENALTY RELATING TO THE PUBLIC NUISANCE BE ENFORCED AS A LIEN AGAINST THE AFFECTED PROPERTY AND FURTHER ORDERING RECORDATION OF NOTICE OF ADMINISTRATIVE PENALTY LIEN, PURSUANT TO CHAPTER 10.16 OF THE TEHAMA COUNTY CODE AND GOVERNMENT CODE SECTION 53069.4

Owner:	**James R Chandler**
Site Address:	**3580 Toomes Ave., Corning**
APN:	**087-100-055**
Code Case:	**CE-24-100**

WHEREAS, in accordance with the procedures set forth in Chapter 10.16 of the Tehama County Code, the condition(s) occurring on the premises was determined to constitute a public nuisance; and

WHEREAS, in the event that the nuisance was not voluntarily abated, the County was authorized to impose a daily administrative penalty through the process set forth in Section 10.16.200 of the Tehama County Code; and

WHEREAS, the nuisance was not abated as ordered; and

WHEREAS, administrative penalty has been imposed for the public nuisance occurring on the property in accordance with the above-described process, and that determination has become final and conclusive; and

WHEREAS, the enforcing officer has kept an account of the amount of the administrative penalty imposed, and has rendered a report in writing to the Board of Supervisors showing the amount of administrative penalty, which is attached hereto as Exhibit "A"; and

WHEREAS, the total administrative penalty imposed is **$3,000.00;** and

WHEREAS, the County made a demand on the property owner at least ninety (90) days prior to this Hearing for the amounts stated in Exhibit "A" to pay the County for the administrative penalty; and

WHEREAS, the County has not received payment in full from the property owner; and

WHEREAS, no timely appeal was filed with the Superior Court; and

WHEREAS, the Board of Supervisors is authorized to record Notice of Administrative Penalty Lien against the property pursuant to Government Code section 53069.4 and Tehama County Code section 10.16.200; and

WHEREAS, the owner of the property has been given notice of this Hearing and provided an opportunity to be heard in accordance with Tehama County Code section 10.16.200;

NOW THEREFORE BE IT RESOLVED, that the report of the enforcing officer, attached hereto as Exhibit "A," with any modifications directed by the Board of Supervisors on the record at this Hearing is hereby confirmed and approved; and

BE IT FURTHER RESOLVED, that the Tehama County Board of Supervisors hereby orders that an administrative penalty shall be enforced as a lien against the property described in the amount stated in Exhibit "A," with any modifications directed by the Board of Supervisors on the record at this Hearing; and

BE IT FURTHER RESOLVED, that the Board of Supervisors authorizes and directs the enforcing officer to record a Notice of Administrative Penalty Lien against the property for the amounts stated in Exhibit "A," with any modifications directed by the Board of Supervisors on the record at this Hearing, in substantially the form attached hereto as Exhibit "B,"

The foregoing resolution was offered on a motion by Supervisor _____, seconded by Supervisor_____, and carried by the following vote of the Board:

AYES:

NOES:

ABSENT OR NOT VOTING:

STATE OF CALIFORNIA)
) ss
COUNTY OF TEHAMA)

I, _____, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said Board of Supervisors on the _____ day of _____, 2025.

DATED: This _____ day of _____, 2025.

_____, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California.

By_____

Tehama County Environmental Health Department
633 Washington Street, Room 36
Red Bluff, CA 96080
530-527-8020

Exhibit A

Code Enforcement Account Invoice

Account ID	Date
AR0003306	11/14/2024
Invoice ID	**Invoice Total Due:**
IN0012228	$ 3,000.00

TO: JAMES R. CHANDLER

48371 SAWLEAF STREET
FREMONT, CA 94539

PAYMENT DUE IMMEDIATELY

You received this invoice because you were either the property owner, occupant or a person who caused, permitted, suffers or maintained, conducted, or otherwise suffered or allowed the violation to exist.

APN: 087-100-055 **Site Location:** 3580 TOOMES AVE. CORNING

	Date	Program/ Element	Description		Amount
Invoice #IN0012228	--- **Date of Invoice : 11/14/2024**				
	11/14/24	8116	CODE ADMINISTRATIVE PENALTIES	$	3,000.00
	Penalties due for Public Nuisance. $100.00 per day starting 8/31/24 through 9/29/24 30 days at $100.00 per day = $3,000.00				
			Total Due for This Invoice:	$	3,000.00

Please make payments to Tehama County Environmental Health Code Enforcement 633 Washington Street, Room 36, Red Bluff, CA 96080 in the form of a cashier's check or money order, no personal checks.

Interest shall accrue on any amounts due from the effective date until the date paid pursuant to the laws applicable to civil judgments.

Exhibit "B"

Recording requested by and mail to:

Tehama County Department of
Environmental Health,
Code Enforcement
633 Washington St., Room 36
Red Bluff, CA 96080

NOTICE OF ADMINISTRATIVE PENALTY LIEN

Property Owner Name and Last Known Address:
XXXX
XXXX
XXXX

Site Address:
XXXX
XXXX
XXXX

Assessor's Parcel Number
######

Date Penalty Began Accruing :
MM/DD/YYYY

Date Penalty Stopped Accruing:
MM/DD/YYYY

WHEREAS, Exhibit "A" attached hereto and incorporated herein is a legal description of the subject property ("Premises").

WHEREAS, in accordance with the procedures set forth in Chapter 10.16 of the Tehama County Code, a condition occurring on the Premises was determined to constitute a public nuisance, and an administrative penalty was imposed in the amount of $#### per day.

WHEREAS, an administrative penalty accrued between MM/DD/YYYY through MM/DD/YYYY without abatement.

WHEREAS, on MM/DD/YYYY the County of Tehama made a demand that the administrative penalty in the sum of $##### be paid immediately/by MM/DD/YYYY. The amount paid toward the total sum to date is: $####.

WHEREAS, on MM/DD/YYYY, the Tehama County Board of Supervisors adopted Resolution No. ##### ordering that the penalty be enforced against the Premises and further ordering recordation of this Notice of Administrative Penalty Lien against the Premises, pursuant to Chapter 10.06 of the Tehama County Code and Government Code section 53069.4.

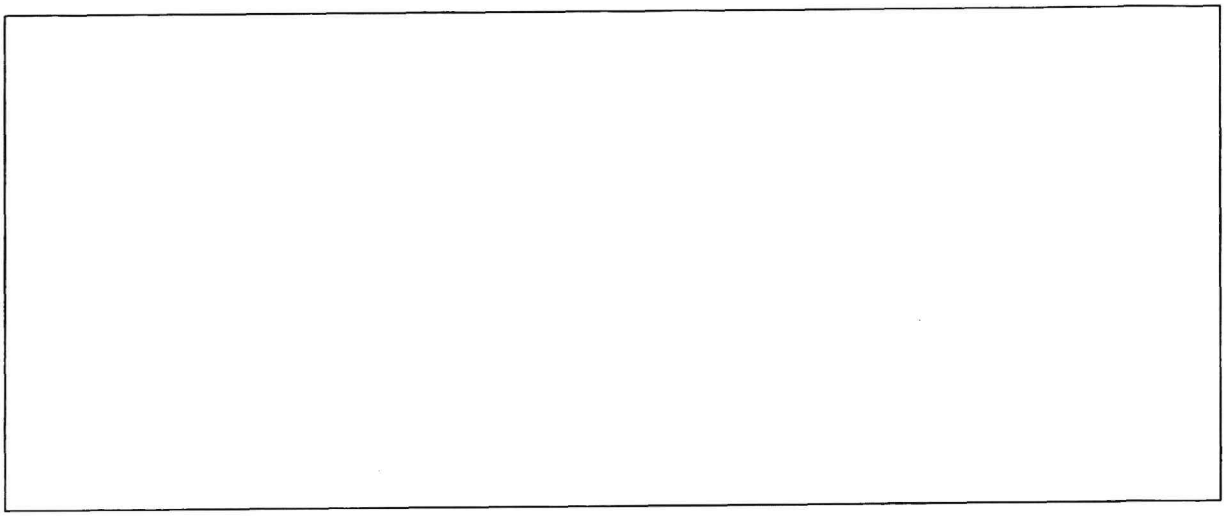
WHEREAS, the County of Tehama does hereby claim an Administrative Penalty Lien in the sum of $####. The same shall be a lien on upon the Premises until the same has been paid in full and released of record.

NOTICE IS HEREBY GIVEN.

_____
Date of Notice

_____
Tim Potanovic, Enforcing Officer

EXHIBIT "A" - Legal Description of Premises



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Tehama

On MM/DD/YYYY, before me, _____, the undersigned, a Notary Public in and for the State of California, personally appeared (NAME OF INDIVIDUAL SIGNING NOTICE OF LIEN) who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to be within instrument and acknowledged to me that (s)he executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

I certify under Penalty of Perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____

Notary Public in and for the State of California

Tehama County

Agenda Request Form

File #: 25-1267 **Agenda Date:** 7/22/2025 **Agenda #:** 29.

ENVIRONMENTAL HEALTH / CODE ENFORCEMENT - Code Enforcement Officers Clint Weston and Ron Robbins

Requested Action(s)
a) Public Nuisance Administrative Penalty Lien Hearing Pursuant to Chapter 10.16 of the Tehama County Code and Government Code section 53069.4:

1) HEARING - Conduct Hearing to review the enforcing officer's report of the amount of administrative penalty and to determine whether, and in what amount, the administrative penalty shall be enforced as a lien against the affected property listed below:

Owner: Faith Hope Love House of Healing E L Trust
Russell Allen Smith Succ Tr
Site Address: 16900 View Dr., Cottonwood
APN: 007-110-013 District 1
Code Case: CE-24-90

2) RESOLUTION - Request adoption of an Administrative Penalty Lien Resolution making a determination and ordering that the amount of administrative penalty relating to public nuisance be enforced as a lien against the affected property and further ordering recordation of a notice of administrative penalty lien against said property

Financial Impact:
Pursuing assessment and collection of liens arising from unpaid administrative penalties will facilitate the Department's compliance with Chapter 10.16 of the Tehama County Code and Government Code Section 53069.4.

Background Information:
Tehama County Code Enforcement conducted an inspection of the Premises on July 31, 2024. The enforcing officer issued a Notice of Violation and Proposed Administrative Penalty("Notice") to the owner(s), and/or occupant(s) of the Premises on August 9, 2024 for a public nuisance under Chapter 10.16.

Abatement of the nuisance was ordered as specified in the Notice.

On January 16, 2025, Tehama County Code Enforcement sent an invoice requesting payment. No payments have been paid as of July 8, 2025.

Notice of Hearing on Accounting for Cost of Abatement and Cost of Administration; Notice of Hearing on Report for Amount of Administrative Penalty Due and Owing (*Tehama County Code Chapters 10.16*)

DATE OF NOTICE: 6/25/2025 **Case No. CE-24-90**

Property Owner Name and Last Known Address:
Faith Hope Love House of Healing E LTrust
Russell Allen Smith, Succ Trust
SO 70 W 13433 Fennimore Lane
Muskego, WI 53150

Occupant:
All occupants at this site address

Site Address:
16900 View Dr., Cottonwood

Assessor's Parcel Number:
007-110-013

TO ALL PROPERTY OWNERS, TENANTS, OR OTHERS IN POSSESSION OF THE PREMISES IDENTIFIED AS:
16900 View Dr., Cottonwood

YOU ARE HEREBY NOTIFIED that Exhibit "A," attached hereto and incorporated herein, is a copy of the account and/or report pertaining to the property determined to be a nuisance & found in violation of Chapter 10.16 of the Tehama County Code. The amount is presently due and owing.

YOU ARE HEREBY NOTIFIED the Tehama County Board of Supervisors will review the account and/or report.
FAILURE TO APPEAR AT THE HEARING SCHEDULED ON:

DATE: **7/22/2025**
TIME: **1:30 PM**
ADDRESS: **727 Oak Street, Red Bluff, CA**

WILL CONSTITUTE A FAILURE TO EXHAUST ADMINISTRATIVE REMEDIES WITH RESPECT TO THE ADMINISTRATIVE COSTS. THE ENTIRE PENALTY AND INTERESTS MAY BE PROCESSED FOR A PERSONAL CIVIL JUDGEMENT, SEIZURE OF PERSONAL PROPERTY, PAY GARNISHMENT OR COORDINATION WITH FRANCHISE TAX BOARD AND OR INTERNAL REVENUE SERVICE.

If you require an interpreter, you are responsible for providing one for yourself

NOTICE IS FURTHER GIVEN:

Administrative Penalty:

YOU MAY APPEAR AT SAID DATE AND TIME TO BE HEARD. The property owner may also file a written objection with the Clerk of the Board of Supervisors stating a description of the property at issue and the grounds for such objection.

THE BOARD OF SUPERVISORS MAY ORDER THAT THE AMOUNT OF ADMINISTRATIVE PENALTY BE ENFORCED AS A LIEN AGAINST THE PREMISES AND THE LIEN WILL BE RECORDED AGAINST THE PREMISES. (TEHAMA COUNTY CODE SECTION 10.16.200, SUBD. (l))

Notice of Hearing on Accounting for Cost of Abatement and Cost of Administration; Notice of Hearing on Report for Amount of Administrative Penalty Due and Owing (*Tehama County Code Chapters 10.16*)

ONCE THE OBLIGATION IS SATISFIED, THE LIEN SHALL BE RELEASED. FAILURE TO ATTEND THE HEARING OR FILE A WRITTEN OBJECTION WITH THE CLERK OF THE BOARD OF SUPERVISORS WILL CONSTITUTE A FAILURE TO EXHAUST ADMINISTRATIVE REMEDIES WITH RESPECT TO THE ADMINSTRATIVE PENALTIES.

NOTICE IS HEREBY GIVEN.

6/25/2025
Date of Service of Notice

Tehama County Clerk of the Board of Supervisors

Payments should be directed to: TEHAMA COUNTY ENVIRONMENTAL HEALTH
CODE ENFORCEMENT DIVISION
633 Washington Street, Room 36, Red Bluff, CA 96080
Phone: 530-527-8020 FAX: 530-527-6617

Tehama County Environmental Health Department
633 Washington Street, Room 36
Red Bluff, CA 96080
530-527-8020

Exhibit A

Code Enforcement Account Invoice

Account ID	Date
AR0003325	1/15/2025

Invoice ID	Invoice Total Due:
IN0012253	$ 3,000.00

PAYMENT DUE IMMEDIATELY

TO : FAITH HOPE LOVE HOUSE OF HEALING TR
RUSSELL ALLEN SUCC TRUST
SO 70 W 13433 FENNIMORE LANE
MUSKEGO, WI 53150

You received this invoice because you were either the property owner, occupant or a person who caused, permitted, suffers or maintained, conducted, or otherwise suffered or allowed the violation to exist.

APN: 007-110-013 **Site Location:** 16900 VIEW DR. COTTONWOOD

Date	Program/ Element	Description	Amount

Invoice #IN0012253 --- Date of Invoice : 1/15/2025

01/15/25	8116	CODE ADMINISTRATIVE PENALTIES	$	3,000.00

Penalties due for Public Nuisance. $100.00 per day starting 8/20/24 through 9/18/24 30 days at $100.00 per day = $3,000.00

Total Due for This Invoice: $ 3,000.00

Please make payments to Tehama County Environmental Health Code Enforcement 633 Washington Street, Room 36, Red Bluff, CA 96080 in the form of a cashier's check or money order, no personal checks.

Interest shall accrue on any amounts due from the effective date until the date paid pursuant to the laws applicable to civil judgments.

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TEHAMA MAKING THE DETERMINATION AND ORDERING THAT THE AMOUNT OF ADMINISTRATIVE PENALTY RELATING TO THE PUBLIC NUISANCE BE ENFORCED AS A LIEN AGAINST THE AFFECTED PROPERTY AND FURTHER ORDERING RECORDATION OF NOTICE OF ADMINISTRATIVE PENALTY LIEN, PURSUANT TO CHAPTER 10.16 OF THE TEHAMA COUNTY CODE AND GOVERNMENT CODE SECTION 53069.4

Owner:	**Faith Hope Love House of Healing E L Trust**
	Russell Allen Smith, Succ Trust
Site Address:	**16900 View Dr., Cottonwood**
APN:	**007-110-013**
Code Case:	**CE-24-90**

WHEREAS, in accordance with the procedures set forth in Chapter 10.16 of the Tehama County Code, the condition(s) occurring on the premises was determined to constitute a public nuisance; and

WHEREAS, in the event that the nuisance was not voluntarily abated, the County was authorized to impose a daily administrative penalty through the process set forth in Section 10.16.200 of the Tehama County Code; and

WHEREAS, the nuisance was not abated as ordered; and

WHEREAS, administrative penalty has been imposed for the public nuisance occurring on the property in accordance with the above-described process, and that determination has become final and conclusive; and

WHEREAS, the enforcing officer has kept an account of the amount of the administrative penalty imposed, and has rendered a report in writing to the Board of Supervisors showing the amount of administrative penalty, which is attached hereto as Exhibit "A"; and

WHEREAS, the total administrative penalty imposed is **$3,000.00;** and

WHEREAS, the County made a demand on the property owner at least ninety (90) days prior to this Hearing for the amounts stated in Exhibit "A" to pay the County for the administrative penalty; and

WHEREAS, the County has not received payment in full from the property owner; and

WHEREAS, no timely appeal was filed with the Superior Court; and

WHEREAS, the Board of Supervisors is authorized to record Notice of Administrative Penalty Lien against the property pursuant to Government Code section 53069.4 and Tehama County Code section 10.16.200; and

WHEREAS, the owner of the property has been given notice of this Hearing and provided an opportunity to be heard in accordance with Tehama County Code section 10.16.200;

NOW THEREFORE BE IT RESOLVED, that the report of the enforcing officer, attached hereto as Exhibit "A," with any modifications directed by the Board of Supervisors on the record at this Hearing is hereby confirmed and approved; and

BE IT FURTHER RESOLVED, that the Tehama County Board of Supervisors hereby orders that an administrative penalty shall be enforced as a lien against the property described in the amount stated in Exhibit "A," with any modifications directed by the Board of Supervisors on the record at this Hearing; and

BE IT FURTHER RESOLVED, that the Board of Supervisors authorizes and directs the enforcing officer to record a Notice of Administrative Penalty Lien against the property for the amounts stated in Exhibit "A," with any modifications directed by the Board of Supervisors on the record at this Hearing, in substantially the form attached hereto as Exhibit "B,"

The foregoing resolution was offered on a motion by Supervisor _____, seconded by Supervisor_____, and carried by the following vote of the Board:

AYES:

NOES:

ABSENT OR NOT VOTING:

STATE OF CALIFORNIA)
) ss
COUNTY OF TEHAMA)

I, _____, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said Board of Supervisors on the _____ day of _____, 2025.

DATED: This _____ day of _____, 2025.

_____, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California.

By_____

Tehama County Environmental Health Department
633 Washington Street, Room 36
Red Bluff, CA 96080
530-527-8020

Exhibit A

Code Enforcement Account Invoice

Account ID	Date
AR0003325	1/15/2025

Invoice ID	Invoice Total Due:
IN0012253	$ 3,000.00

PAYMENT DUE IMMEDIATELY

TO: FAITH HOPE LOVE HOUSE OF HEALING TR
RUSSELL ALLEN SUCC TRUST
SO 70 W 13433 FENNIMORE LANE
MUSKEGO, WI 53150

You received this invoice because you were either the property owner, occupant or a person who caused, permitted, suffers or maintained, conducted, or otherwise suffered or allowed the violation to exist.

APN: 007-110-013 **Site Location:** 16900 VIEW DR. COTTONWOOD

	Date	Program/ Element	Description		Amount
Invoice #IN0012253	--- **Date of Invoice : 1/15/2025**				
	01/15/25	8116	CODE ADMINISTRATIVE PENALTIES	$	3,000.00
	Penalties due for Public Nuisance. $100.00 per day starting 8/20/24 through 9/18/24 30 days at $100.00 per day = $3,000.00				
			Total Due for This Invoice:	$	3,000.00

Please make payments to Tehama County Environmental Health Code Enforcement 633 Washington Street, Room 36, Red Bluff, CA 96080 in the form of a cashier's check or money order, no personal checks.

Interest shall accrue on any amounts due from the effective date until the date paid pursuant to the laws applicable to civil judgments.

Exhibit "B"

Recording requested by and mail to:

Tehama County Department of
Environmental Health,
Code Enforcement
633 Washington St., Room 36
Red Bluff, CA 96080

NOTICE OF ADMINISTRATIVE PENALTY LIEN

Property Owner Name and Last Known Address:
XXXX
XXXX
XXXX

Site Address:
XXXX
XXXX
XXXX

Assessor's Parcel Number
######

Date Penalty Began Accruing :
MM/DD/YYYY

Date Penalty Stopped Accruing:
MM/DD/YYYY

WHEREAS, Exhibit "A" attached hereto and incorporated herein is a legal description of the subject property ("Premises").

WHEREAS, in accordance with the procedures set forth in Chapter 10.16 of the Tehama County Code, a condition occurring on the Premises was determined to constitute a public nuisance, and an administrative penalty was imposed in the amount of $#### per day.

WHEREAS, an administrative penalty accrued between MM/DD/YYYY through MM/DD/YYYY without abatement.

WHEREAS, on MM/DD/YYYY the County of Tehama made a demand that the administrative penalty in the sum of $##### be paid immediately/by MM/DD/YYYY. The amount paid toward the total sum to date is: $####.

WHEREAS, on MM/DD/YYYY, the Tehama County Board of Supervisors adopted Resolution No. ##### ordering that the penalty be enforced against the Premises and further ordering recordation of this Notice of Administrative Penalty Lien against the Premises, pursuant to Chapter 10.06 of the Tehama County Code and Government Code section 53069.4.

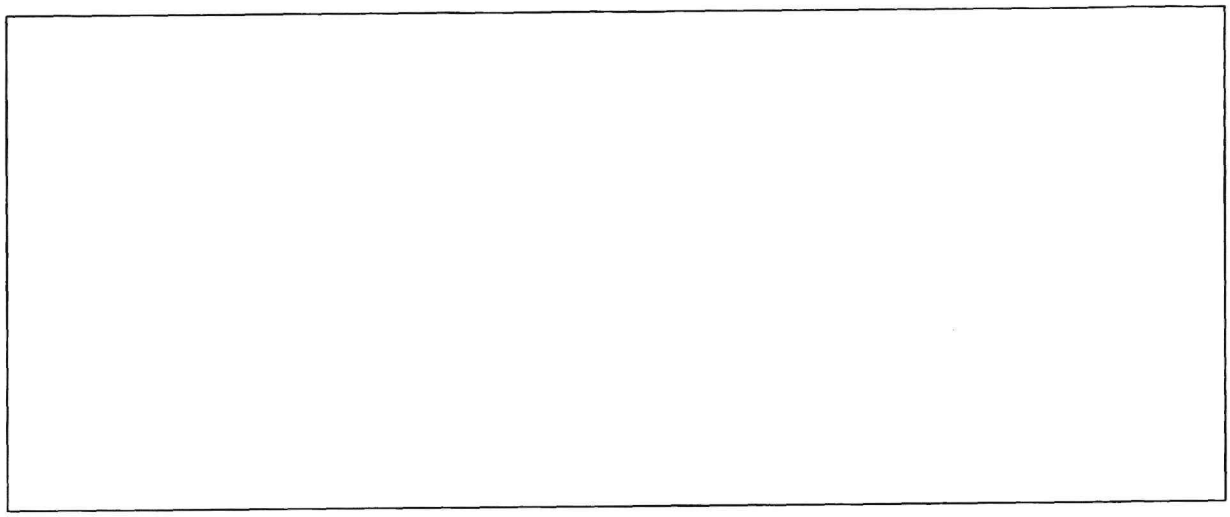
WHEREAS, the County of Tehama does hereby claim an Administrative Penalty Lien in the sum of $####. The same shall be a lien on upon the Premises until the same has been paid in full and released of record.

NOTICE IS HEREBY GIVEN.

_____
Date of Notice

_____
Tim Potanovic, Enforcing Officer

EXHIBIT "A" - Legal Description of Premises



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Tehama

On MM/DD/YYYY, before me, _____, the undersigned, a Notary Public in and for the State of California, personally appeared (NAME OF INDIVIDUAL SIGNING NOTICE OF LIEN) who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to be within instrument and acknowledged to me that (s)he executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

I certify under Penalty of Perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____

Notary Public in and for the State of California

Tehama County

Agenda Request Form

File #: 25-0796 **Agenda Date:** 7/22/2025 **Agenda #:** 30.

ENVIRONMENTAL HEALTH / CODE ENFORCEMENT - Code Enforcement Officers Clint Weston and Ron Robbins

Requested Action(s)
a) Request that the Board of Supervisors adopt the Administrative Hearing Officer's recommended decision relating to Public Nuisance Administrative Penalty Lien Hearing Pursuant to Chapter 9.06 (Marijuana) of the Tehama County Code and Government Code section 53069.4 and section 25845:

Owner: Dakota Lane Farms, LLC
DBA Orchards
Address: 2854 Illinois Ave., Corning
APN: 091-080-004 ("Premises") (District 5)

Financial Impact:
Imposing liens from unpaid administrative penalties facilitates the Department's compliance with Tehama County Code Chapter 9.06 and Government Code Section 53069.4 and 25845.

Background Information:
Tehama County Code Enforcement conducted an inspection of the Premises on September 24, 2024. The enforcing officer issued a "Notice of Violation and Proposed Administrative Penalty, Notice to Abate and Administrative Order to Show Cause" ("Notice") to the owner(s), and/or occupant(s) of the Premises on September 30, 2024 for unlawful marijuana cultivation under Chapter 9.06. Abatement of the unlawful marijuana cultivation was ordered as specified in the Notice. On December 4, 2024, a Hearing was conducted by the Administrative Hearing Officer to review the enforcing officer's report of the amount of Administrative Penalty to determine whether, and in what amount, the Administrative Penalty shall be enforced as a lien against the Premises; and adopted a Penalty Decision Recommendation, recommending the Board of Supervisors order the recordation of a lien related to these penalties.

TEHAMA COUNTY CODE ENFORCEMENT

633 Washington St., Room 36
Red Bluff, CA. 96080
Phone: (530) 527-8020
FAX: (530) 527-6617

November 18, 2024

Property Owner: Dakota Lane Farms, LLC
DBA Orchards
2854 Illinois Ave.
Corning, CA 96021

Occupant:

Site Address: **2854 Illinois Ave., Corning**
APN: **091-080-004**

Dear Dakota Lane Farms, LLC, DBA Orchards,

Enclosed is a copy of your invoice to review. A hearing is scheduled to review the Administrative Penalties and/or Abatement Costs for the Unlawful Marijuana Cultivation violation for the above referenced property.

Penalty Hearing Scheduled:
Date: **12/4/2024**
Time: **9:00 AM**
Address: **633 Washington St., 2nd Floor, Dept. 4, Red Bluff, CA**

If you require an interpreter, you are responsible for providing one for yourself

Sincerely,

Margarita Garcia
Code Compliance Coordinator

Tehama County Environmental Health Department
633 Washington Street, Room 36
Red Bluff, CA 96080
530-527-8020

Code Enforcement Account Invoice

Account ID	Date
AR0003307	11/18/2024

Invoice ID	Invoice Total Due:
IN0012230	$ 30,000.00

PAYMENT DUE IMMEDIATELY

TO : DAKOTA LANE FARMS, LLC
DBA ORCHARDS
2854 ILLINOIS AVE.
CORNING, CA 96021

You received this invoice because you were either the property owner, occupant or a person who caused, permitted, suffers or maintained, conducted, or otherwise suffered or allowed the violation to exist.

APN: 091-080-004 **Site Location:** 2854 ILLINOIS AVE. CORNING

Date	Program/ Element	Description	Amount

Invoice #IN0012230 --- **Date of Invoice : 11/18/2024**

11/18/24	8115	UNLAWFUL MARIJUANA ADMINISTRATIVE PENALTIES	$ 30,000.00

Penalties due for unlawful marijuana cultivation. $1,000.00 per day starting 10/7/24 through 11/5/24
30 days at $1,000.00

Total Due for This Invoice: $ 30,000.00

Please make payments to Tehama County Environmental Health Code Enforcement
633 Washington Street, Room 36, Red Bluff, CA 96080 in the form of a cashier's check or money order, no personal checks.

Interest shall accrue on any amounts due from the effective date until the date paid pursuant to the laws applicable to civil judgments.

Decision of Administrative Hearing Officer
UNLAWFUL MARIJUANA CULTIVATION ORDINANCE
(Tehama County Code Chapter 9.06)
ADMINISTRATIVE HEARING ON THE NOTICE OF VIOLATION
AND PROPOSED ADMINISTRATIVE PENALTIES: EHCE 24-39
DATE OF DECISION: 12/4/2024

Property Owner Name and Last Known Address:
Dakota Lane Farms, LLC
DBA Orchards
2854 Illinois Ave.
Corning, CA 96021

Occupants:
all occupants at this address

Tianhua Yu

Site Address:
2854 Illinois Ave., Corning

Assessor's Parcel Number:
091-080-004

REGARDING the alleged violation(s) of the Tehama County Code ("TCC") as described below:

Any unlawful cultivation of marijuana. (TCC §9.06.035.)

The 10/9/2024 hearing on the Notice of Violation and Proposed Administrative Penalty("NOV") was continued to 12/4/2024 in Department 4 of the Old Courthouse located on the second floor at 633 Washington Street, the Honorable Amber Lane presiding. At the continued hearing, the following person(s) appeared:

- [x] Robert Yeh; and
- [ ] _____; and
- [ ] _____; and
- [x] Parties not appearing at the continued hearing have failed to exhaust their administrative remedies; and

After examining the evidence presented at the hearing and considering the arguments, I find the following:
The notice of the continued hearing is

- [x] proper; and
- [ ] not proper; and

I hereby find, based on the evidence presented at this continued hearing, the alleged violation(s):

- [ ] Was considered abated by the Enforcing Officer on _____; and
- [ ] Was voluntarily abated on _____ and no longer exists on the Premises; and
- [x] Continued to exist on the Premises pursuant to TCC § 9.06.100; and
- [ ] Other _____;and

I hereby find that the proposed daily administrative penalty and/or abatement costs set forth in the NOV is:

- [x] Imposed in the amount stated in the NOV for a total of $30,000
- [ ] Modified to be:_____for a total of $_____
- [ ] Disapproved to be $NONE.

These findings are supported by the following evidence presented at this continued hearing:

- [x] The Report and Accounting of the Enforcing Officer ("Invoice"'); and
- [x] Statements from the Enforcing Officer attesting that:
  - [x] The information contained in the Report is true and accurate; and
  - [ ] Other:_____; and
- [x] Other evidence submitted at this Hearing by:
  - [x] Enforcing Officer: Weston; and

Ver 03.19

Decision of Administrative Hearing Officer
UNLAWFUL MARIJUANA CULTIVATION ORDINANCE
(Tehama County Code Chapter 9.06)
ADMINISTRATIVE HEARING ON THE NOTICE OF VIOLATION
AND PROPOSED ADMINISTRATIVE PENALTIES: EHCE 24-39
DATE OF DECISION: 12/4/2024

☐ Other: _____; and

NOW, THEREFORE, as the Hearing Officer for the County of Tehama and based upon the record before me, issue the following orders:

☒ The amount of administrative penalty ~~or administrative costs and/or costs of abatement or costs pursuant~~ to ~~TCC §§ 9.06.090~~, as set forth above, shall be final and conclusive. Payment shall be due WITHIN 20 CALENDAR DAYS AFTER SERVICE OF THIS DECISION.

☐ Other: _____.

NOTICE IS HEREBY GIVEN. This Decision may be challenged pursuant to Code of Civil Procedure §§ 1094.5 and 1094.6. A writ of mandate must be filed within 90 days of the service of this Decision. A decision imposing any administrative penalty may be challenged pursuant to Government Code ("GC") § 53069.

ATTENTION!

YOU WILL BE REQUIRED TO PAY THE COST OF ANY ABATEMENT RESULTING FROM THIS DECISION, INCLUDING COST OF ADMINISTRATION, WITHIN 90 CALENDAR DAYS AFTER THE HEARING OFFICER HAS APPROVED OR MODIFIED THE ACCOUNTING OF THE ENFORCING OFFICER. THE BOARD OF SUPERVISORS MAY SPECIALLY ASSESS SAID COSTS ON THE COUNTY TAX ROLL AND AUTHORIZE RECORDATION OF A NOTICE OF ABATEMENT LIEN AGAINST THE PREMISES. (GC § 25845.)

YOU ARE REQUIRED TO PAY ANY ADMINISTRATIVE PENALTY IMPOSED OR MODIFIED WITHIN 20 CALENDAR DAYS AFTER THIS DECISION IS SERVED. (TCC § 9.06.165) THE BOARD OF SUPERVISORS MAY AUTHORIZE RECORDATION OF A NOTICE OF ADMINISTRATIVE PENALTY LIEN AGAINST THE PREMISES. (GC § 53069.4.)

12/4/24
Date of Decision

Amber Lane
Tehama County Administrative Hearing Officer

Tehama County Environmental Health Department
633 Washington Street, Room 36
Red Bluff, CA 96080
530-527-8020

Code Enforcement Account Invoice

Account ID	Date
AR0003307	11/18/2024

Invoice ID	Invoice Total Due:
IN0012230	$ 30,000.00

PAYMENT DUE IMMEDIATELY

TO: DAKOTA LANE FARMS, LLC
DBA ORCHARDS
2854 ILLINOIS AVE.
CORNING, CA 96021

You received this invoice because you were either the property owner, occupant or a person who caused, permitted, suffers or maintained, conducted, or otherwise suffered or allowed the violation to exist.

APN: 091-080-004 Site Location: 2854 ILLINOIS AVE. CORNING

Date	Program/ Element	Description	Amount
Invoice #IN0012230 --- Date of Invoice : 11/18/2024			
11/18/24	8115	UNLAWFUL MARIJUANA ADMINISTRATIVE PENALTIES	$ 30,000.00
Penalties due for unlawful marijuana cultivation. $1,000.00 per day starting 10/7/24 through 11/5/24 30 days at $1,000.00			

Total Due for This Invoice: $ 30,000.00

Please make payments to Tehama County Environmental Health Code Enforcement 633 Washington Street, Room 36, Red Bluff, CA 96080 in the form of a cashier's check or money order, no personal checks.

Interest shall accrue on any amounts due from the effective date until the date paid pursuant to the laws applicable to civil judgments.

A

CALIFORNIA FARMLINK

Farm Lease Agreement

Disclaimer: This Agreement has been prepared for general information purposes only and is intended to provide a starting point for farmers, as they develop Agreements for use in their business. Persons relying on such information do so entirely at their own risk. Since it is impossible to cover all legal contingencies and provisions in every situation, please consult with a legal professional to ensure that the Agreement accurately reflects the arrangements and relationship between the concerned parties.

This is a Farm Lease Agreement ("Agreement"), dated as of [July 30, 2024], between Dakota Lane Farms ("Landlord"), a California LLC, and Tianhua Yu ("Tenant"), a individual

Background

Landlord is the owner of property located in Tehama County, California comprising approximately [39] acres (the "Property"), which is described in more detail in Exhibit A. Landlord and Tenant desire that Tenant lease the Property for agricultural use on the terms set out in this Agreement.

Landlord and Tenant agree as follows:

1. Lease, Term, and Rent

1.1 **Lease.** Landlord leases to Tenant the Property for the use set forth in Section 2.1.

1.2 **Term.** Tenant has the right to use the Property for one year, starting on [August 1, 2024] and ending [July 30, 2026] ("Term").

1.3 **Rent.** Tenant will pay Landlord rent in the amount of $ 5,000 ("Rent") for use of the Property during the Term. Tenant will pay the first half of the Rent upon signing this Agreement and the second half of the Rent on **[insert time for second payment]**. Tenant may mail the rent or deliver it in person to Landlord. Tenant may pay in cash or by personal check or cashier's check.

2. Use and Operations

2.1 **Tenant Use.** Tenant may use the Property only for the purpose of planting, growing, and harvesting. No livestock.

2.2 **Farming Practices.** Tenant will cultivate the Property in a timely, diligent, thorough, and farmer-like manner in accordance with good farming practices. Tenant will take care to not cause waste or damage to the Property or create a nuisance. Tenant is responsible for weeding, managing pests, preventing soil degradation, and irrigating responsibly.

2.3 **Maintenance.** Tenant will maintain the Property in a good and organized condition, including, without limitation, free of trash, debris, and unused equipment.

2.4 **Improvements.** Tenant may not place sheds, hoop houses, or otherwise install permanent or moveable structures on the Property without first obtaining Landlord's written approval. Landlord will not unreasonably withhold such approval.

2.5 **Management Responsibility.** Tenant is responsible for the planning, management, and carrying out of Tenant's operations on the Property. Tenant will pay all expenses, fees, and charges Tenant incurs in the process of maintaining and using the Property. Tenant is responsible for procuring necessary tools and equipment, seeds, and fertilizers, and for hiring, monitoring, and paying for any labor Tenant uses on the Property.

2.6 **Storage.** Tenant may store on the Property farming equipment and other personal property used for normal farming operations on the Property. Tenant may not store any materials that may be hazardous or that may cause damage to the Property (other than fuel for equipment), or that are not used for such farming operations. Tenant is responsible for the security of equipment, supplies or any other personal property stored on the Property. Landlord will not be liable for any claims arising from theft, loss, or damage of personal property left or stored on the Property.

2.7 **Compliance with Law.** Tenant will at Tenant's expense comply with all laws, including, without limitation, environmental, labor and employment, and occupational safety laws, applicable to Tenant's operations on the Property.

2.8 **Prohibited Uses.** Tenant may not conduct any non-production activities on the Property, including, without limitation, selling produce from a farm stand, camping, cookouts, renting out for events, or engaging in or hosting other recreational or income-generating activities, or do any burning on the Property, without first obtaining Landlord's written approval. Landlord will not unreasonably withhold such approval.

2.9 **Inspection.** Landlord may enter the Property at any reasonable time to inspect the Property and for the purpose of taking any other action Landlord believes is appropriate to confirm Tenant's compliance with this Agreement or protect Landlord's interest in the Property.

3. Water Use and Utilities

3.1 **Irrigation System.** Landlord will provide and maintain an irrigation hookup on or near the Property. Tenant is responsible for building and maintaining all infrastructure necessary to carry water from the hookup to and throughout the Property, including, without limitation, piping, drip tape, sprinklers, and valves. Tenant is responsible for maintaining Tenant's irrigation infrastructure and using the irrigation hookup in a responsible manner. If Tenant's use of the irrigation hookup results in damage beyond ordinary wear and tear, then Tenant will be responsible for paying any repair or replacement costs. Tenant will use water responsibly and sustainably including taking actions necessary to prevent erosion on the Property and to control the flow of excess irrigation water and runoff.

3.2 **Utilities.** Tenant is responsible for arranging for utilities and paying all utility costs relating to Tenant's use and possession of the Property, including, without limitation, water, electricity, gas, propane, water, sewer, waste removal, recycling, and garbage pickup.

4. Other Property Matters

4.1 **No Representations.** Landlord is not making any representations or warranties to Tenant about the Property including the suitability of the Property for Tenant's farming activities. Tenant is responsible for making Tenant's own inspection of farming conditions on the Property before entering into this Agreement. Tenant accepts the Property on an "as-is" basis as of the date of occupancy, subject to any easements, servitudes, rights of way, or other land rights.

4.2 **Assignment, Subleasing, and Licensing.** Tenant may not assign, sublease, or license all or any part of the Property without first obtaining Landlord's written approval. Landlord will not unreasonably withhold such approval.

4.3 **Liens and Encumbrances.** Tenant will not incur, create, or assume any lien or encumbrance on any portion of the Property, including any mechanic's or materialmen's liens, except any liens or encumbrances created under this Agreement. Nothing in this Section 4.3 will prevent Tenant from entering into customary crop financing and other financing arrangements and granting security interests in Tenant's crops, inventory, equipment, supplies, and other assets.

4.4 **Taxes.** Tenant is responsible for all tax returns and payments arising from Tenant's occupation and use of the Property, including without limitation, income, sales, and personal property taxes. Landlord will pay real property taxes.

4.5 **Sale by Landlord.** If Landlord should sell or otherwise transfer title to the Property, Landlord will require the transferee to recognize and take the Property subject to this Agreement. Tenant will recognize the purchaser as the owner and take such actions to that end as are appropriate, including entering into an agreement in customary form in which the Tenant recognizes and attorns to the purchaser.

5. Indemnification, Release and Insurance

5.1 **Indemnification by Tenant.** Tenant will indemnify and hold Landlord and Landlord's respective directors, officers, partners, shareholders, members, employees, and affiliates (collectively, "Landlord Parties") harmless against all claims, liabilities, losses, damages, expenses, and attorneys' fees that may be suffered or sustained by a Landlord Party arising directly or indirectly from: (a) Tenant's use or occupancy of the Property; (b) any claims by third parties Tenant invites onto the Property; (c) sale and consumption of food grown on the Property; or (d) any breach by Tenant of this Agreement, except to the extent the liability is caused by the gross negligence or willful misconduct of such Landlord Party.

5.2 **Indemnification by Landlord.** Landlord will indemnify and hold Tenant and Tenant's respective directors, officers, partners, shareholders, members, employees, and affiliates (collectively, "Tenant Parties") harmless against all claims, liabilities, losses, damages, expenses, and attorneys' fees that may be suffered or sustained by a Tenant Party arising directly or indirectly from Landlord's use or presence on the Property or any breach by Landlord of this Agreement, except to the extent the liability is caused by the gross negligence or willful misconduct of such Tenant Party.

5.3 **Waiver and Release of Claims by Tenant.** To the fullest extent permitted by law, Tenant waives any and all claims against Landlord and all other Landlord Parties resulting from death of or injury to Tenant or any other person arising directly or indirectly from Tenant's use and occupancy of the Property, regardless of the cause and even if caused by negligence, whether passive or active. Tenant agrees not to sue any Landlord Party on the basis of these waived and released claims. Tenant understands that the releases and waivers in this Agreement extend to claims that Tenant does not know of or does not expect to exist at the time Tenant signs this Agreement. Tenant waives the protections of Section 1542 of the California Civil Code.

5.4 **Insurance.** Throughout the Term, Tenant will maintain in full force and effect a comprehensive general liability insurance policy applicable to Tenant's occupation of the Property with limits of liability of at least [$ 250,000] aggregate combined single limit for bodily injury and property damage liability, and [$ 500,000] combined single limit per occurrence. Tenant's general liability statement will name Landlord as an additional insured. Tenant will also maintain such other insurance as required by law, including, without limitation, workers' compensation insurance.

6. Termination

6.1 **Termination by Landlord.** Landlord may terminate this Agreement if: (a) Tenant fails to make a rent payment within 7 [three] days of when payment is due; (b) Tenant abandons or vacates the Property for ___ [fifteen] consecutive days; or (c) Tenant breach any other provision of this Agreement and the breach continues for more than ___ [fifteen] days after Tenant receives written notice of the breach from Landlord, it being understood that if the breach cannot by its nature be cured within such 30- day period, then Tenant will have an additional reasonable period (which will not in any case exceed 30 days) to attempt to cure the breach. Such a termination will be effective ___ [ten] days after delivery by Landlord to Tenant of a notice of termination. Tenant must then leave, quit, and surrender the Property to Landlord, but Tenant will remain liable for damages to the extent permitted by law. Landlord retains all rights to recover damages to the extent permitted by law and permissible under Section 1951.2 of the California Civil Code including, without limitation, unpaid rent for use of the Property until termination, rent to be paid for the remainder of the Term, and any amount necessary to compensate Landlord for charges incurred by reason of Tenant's failure to perform its obligations under this Agreement. All of Landlord's rights and remedies under this Agreement are cumulative and not alternative and will be in addition to all rights, powers, and remedies given to Landlord at law or in equity.

6.2 **Termination by Tenant.** Tenant may terminate this Agreement at any time. Such termination will be effective ___ [60] days after delivery by Tenant to Landlord of a notice of termination. Tenant may also terminate this Agreement upon (a) a failure of the water supply, whether in terms of quantity, reliability or quality, or occurrence of fire, flood or other similar physical event, that materially interferes with Tenant's ability to farm the Property, or (b) a material breach of this Agreement by Landlord. Such a termination will be effective ___ [15] days after delivery by Tenant to Landlord of a notice of termination.

6.3 **Holdover.** This Agreement terminates without further notice at the expiration of the Term. Any continued occupancy by Tenant of all or a portion of the Property after the expiration of the Term will be construed by the parties to be a tenancy from month-to-month on the terms set out in this Agreement, cancellable by either party upon 30 days' written notice. Any holding over is not a renewal or extension of the Term.

6.4 **Surrender of the Property.** Upon termination of this Agreement, Tenant will at Tenant's expense surrender the Property in good order and condition, reasonable wear and tear excepted, and will remove all of Tenant's personal property. Except as may otherwise be agreed in writing by Landlord and Tenant at the time of installation, all permanent improvements and alterations to the Property other than trade fixtures will belong to Landlord. Tenant may retain ownership of, and will remove, all sheds, mobile greenhouses, signs, and other non-permanent improvements Tenant may have made to the Property.

6.5 **Personal Property.** If Tenant leaves any of Tenant's personal property on the Property after the termination of this Agreement, Landlord may store it at a warehouse or any other location for Tenant's account and at Tenant's risk and expense. Landlord will release the property only when Tenant pays all charges relating to storage and all other amounts Tenant

owes Landlord under this Agreement. If Tenant does not reclaim the property within the period permitted by law, Landlord may sell it in accordance with law and apply the proceeds of the sale to any amounts Tenant owes to Landlord under this Agreement, or retain Tenant's property, granting Tenant credit for the reasonable value of the property against any amounts Tenant owes to Landlord.

6.6 **Survival.** Sections 4.4, 5, 6, and 7 of this Agreement will survive termination of this Agreement.

7. General Provisions

7.1 **Entire Agreement.** This Agreement, together with its exhibits, is the entire agreement between Tenant and Landlord and supersedes all prior or contemporaneous written and oral agreements. This Agreement may be amended only by a document signed by both Tenant and Landlord and reciting that it is an amendment to this Agreement. If there are any inconsistencies between this Agreement and its exhibits, this Agreement will control.

7.2 **Severability; Waiver.** If any provision in this Agreement is held invalid or unenforceable, the other provisions will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law. Any waiver under this Agreement must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

7.3 **Relationship.** Tenant and Landlord are independent contracting parties. Nothing contained in this Agreement will create a partnership, joint venture, fiduciary, or employment relationship between Tenant and Landlord. Neither Tenant nor Landlord have the power or authority to act on behalf of the other or in the other's name directly or indirectly in any manner. Landlord will not be responsible for any debts, liabilities, or obligations Tenant contracts or incurs in carrying out Tenant's farming operations on the Property or otherwise.

7.4 **No Third Party Beneficiaries.** Except as provided in Section 5.1 and 5.2, this Agreement is for the exclusive benefit of Tenant and Landlord and not for the benefit of any third party.

7.5 **Binding on Heirs.** This Agreement will be binding upon the heirs, executors, administrators, and permitted assignees or successors in interest of Landlord and Tenant.

7.6 **Notices.** Notices and consents under this Agreement must be in writing and delivered by mail, hand, fax, or e-mail to the addresses set out on the signature page of this Agreement or other addresses given by one party to the other in writing. Notices given in the manner will be considered given two business days after deposit in the mail, or the first business day after delivery to a courier, delivery by fax or transmission by e-mail.

7.7 **Governing Law; Jurisdiction.** This Agreement will be governed by California law. Tenant and Landlord consent to the exclusive jurisdiction of the state and federal courts for

****

This Agreement was signed by Landlord and Tenant as of the date stated in its first paragraph.

Dakota Lane Farms, LLC

Robert Yeh, Managing Member

Tianhua Yu

Tianhua Yu,

Landlord address:

2854 Illinois Avenue
Corning, CA 96021

Tenant address:

2854 Illinois Avenue
Corning, CA 96021

Exhibits:
A: Description and Map of Property

APN 091-080-004-000

Exhibit A

Description and Map of Property



PROOF OF SERVICE

I, Margarita Garcia, declare:

1. I am over age 18, not a party to this action, and am employed in Tehama County, California at the Department of Environmental Health - Code Enforcement; my business address is 633 Washington Street, Room 36, Red Bluff, CA, 96080.

2. On December 9, 2024, I served the following documents:

   - ☑ Copy of this Proof of Service
   - ☑ Decision of Hearing Officer regarding penalties and/or costs
   - ☑ Invoice
   - ☑ Notice of Costs and/or Administrative Penalties Due
   - ☐ Notice of Pending Nuisance Abatement Proceeding
   - ☑ Payment Plan/Compromise Application
   - ☐ _____

3. I served the documents on the following person(s):

   - ☑ Dakota Lane Farms, LLC Tianhua Yu, 2854 Illinois Ave, Corning, CA 96021 (NAME / ADDRESS)
   - ☑ Robert Pinkle, managing Attorney, 5776 Stoneridge Mall Rd # 360, Pleasanton, CA 94588 (NAME / ADDRESS)
   - ☑ Robert Yeh, 112 West Lagoon, Pleasanton, CA 94566 (NAME / ADDRESS)

4. The documents were served by the following means, by:

   - ☐ **Personal service.** I personally delivered the documents to the person(s) listed in item 3. Delivery was made to:
     - ☐ Party's Attorney: _____
     - ☐ Party: _____
   - ☑ **United States mail.** I enclosed the documents in a sealed envelope addressed to the person(s) at the addresses listed in item 3, and deposited the sealed envelope with the United States Postal Service, with postage fully prepaid, at Red Bluff, CA 96080.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed at Red Bluff, this December 9, (DATE) 2024, at 4:30 pm (TIME).

Margarita Garcia
NAME OF DECLARANT

Margarita Garcia
SIGNATURE OF DECLARANT

TEHAMA COUNTY CODE ENFORCEMENT
UNLAWFUL MARIJUANA CULTIVATION ORDINANCE
(Tehama County Code Chapter 9.06)

NOTICE OF COSTS AND/OR ADMINISTRATIVE PENALTY DUE

DATE OF NOTICE: 12/9/2024

EHCE CASE: #24-39

Property Owner Name and Last Known Address:

Dakota Lane Farms, LLC
DBA Orchards
2854 Illinois Ave.
Corning, CA 96021

Occupant:

Tianhua Yu

Site Address:
2854 Illinois Ave., Corning

Assessor's Parcel Number:
091-080-004

Enforcing Officer:
C. Weston

Inspection Date:
9/24/2024

You are receiving this letter because you are either the owner, occupant, tenant, or a person who caused, permitted, maintained, conducted, suffered, or allowed the unlawful marijuana cultivation to exist on the Premises.

A "Notice of Violation and Proposed Administrative Penalty, Notice to Abate Unlawful Marijuana Cultivation, and Administrative Order to Show Cause" ("Notice") was posted at the Premises and mailed to you. The Notice stated the unlawful marijuana cultivation must be abated, otherwise an administrative penalty would begin to accrue against you. The enforcing officer re-inspected the Premises and determined you did not lawfully abate and/or did not provide evidence of lawful disposal or relocate, as per Tehama County Code 9.06.100, of the unlawful marijuana. An Administrative Hearing was held and the Administrative Hearing Officer issued her Decision. A copy of the Decision of the Administrative Hearing Officer was previously sent to you.

The daily administrative penalty as indicated on the enclosed invoice has accrued. **YOU ARE LIABLE FOR PAYING THE TOTAL DAILY ADMINISTRATIVE PENALTY** accrued against you. Interest continues to accrue on this obligation, as of the date of the Administrative Hearing Officer's Decision, until satisfied in full, pursuant to the laws applicable to civil judgments.

THE AMOUNT(S) INDICATED ON THE ENCLOSED INVOICE IS DUE AND PAYABLE IMMEDIATELY TO TEHAMA COUNTY:

If each obligation owing is not satisfied in full within **ninety (90) days** and/or has not been successfully challenged by a timely writ of mandate, pursuant to Code of Civil Procedure section 1094.5, or appeal, pursuant to Government Code section 53069.4, subdivision (b), the obligation may constitute a lien against the Premises.

Please make your payment via certified funds, i.e., cash or cashier's check, payable to Tehama County Department of Environmental Health. **Personal checks will not be accepted.**

Sincerely,

Margarita Garcia
Code Compliance Coordinator

12/9/2024
Date of Service of Notice

Tehama County Environmental Health De tment
633 Washington Street, Room 36
Red Bluff, CA 96080
530-527-8020

COPY

Code Enforcement Account Invoice

Account ID	Date
AR0003307	12/9/2024

Invoice ID	Invoice Total Due:
IN0012230	$ 30,000.00

PAYMENT DUE IMMEDIATELY

TO: DAKOTA LANE FARMS, LLC
TIANHUA YU
2854 ILLINOIS AVE.
CORNING, CA 96021

You received this invoice because you were either the property owner, occupant or a person who caused, permitted, suffers or maintained, conducted, or otherwise suffered or allowed the violation to exist.

APN: 091-080-004 Site Location: 2854 ILLINOIS AVE. CORNING

Date	Program/ Element	Description	Amount

Invoice #IN0012230 --- Date of Invoice : 11/18/2024

11/18/24	8115	UNLAWFUL MARIJUANA ADMINISTRATIVE PENALTIES	$ 30,000.00

Penalties due for unlawful marijuana cultivation. $1,000.00 per day starting 10/7/24 through 11/5/24
30 days at $1,000.00

Total Due for This Invoice: $ 30,000.00

Please make payments to Tehama County Environmental Health Code Enforcement
633 Washington Street, Room 36, Red Bluff, CA 96080 in the form of a cashier's check or money order, no personal checks.

Interest shall accrue on any amounts due from the effective date until the date paid pursuant to the laws applicable to civil judgments.

TEHAMA COUNTY ENVIRONMENTAL HEALTH
CODE ENFORCEMENT

633 Washington St., Room 36
Red Bluff, CA. 96080
Phone: (530) 527-8020
FAX: (530) 527-6617
e-mail: lgarcia@co.tehama.ca.us

APPLICANT INFORMATION:

Name: _____

Address: _____

Phone Number: _____

Email Address: _____

An Administrative Penalty in the amount of $_____ was imposed for maintaining a public nuisance in the form of unlawful marijuana upon the following Premises: _____

_____.

I am applying for: ☐ Payment Plan Agreement **OR** ☐ Compromise Agreement

This is only an application, a compromise agreement will need to be signed in order for the reduced amount to be effective.
If a compromise (reduction) is approved, you will only have 30 days to pay the reduced amount once the agreement has been received in our office.
If not paid in 30 days, the balance will revert back to the full amount.

My proposed agreement and reasons therefore are listed below:

_____ _____

Signature of Applicant Date

Decision of Administrative Hearing Officer
UNLAWFUL MARIJUANA CULTIVATION ORDINANCE
(Tehama County Code Chapter 9.06)
ADMINISTRATIVE HEARING ON THE NOTICE OF VIOLATION
AND PROPOSED ADMINISTRATIVE PENALTIES: EHCE 24-39
DATE OF DECISION: 12/4/2024

Property Owner Name and Last Known Address:
Dakota Lane Farms, LLC
DBA Orchards
2854 Illinois Ave.
Corning, CA 96021

Occupants:
all occupants at this address
Tianhua Yu

Site Address:
2854 Illinois Ave., Corning

Assessor's Parcel Number:
091-080-004

REGARDING the alleged violation(s) of the Tehama County Code ("TCC") as described below:

Any unlawful cultivation of marijuana. (TCC §9.06.035.)

The 10/9/2024 hearing on the Notice of Violation and Proposed Administrative Penalty("NOV") was continued to 12/4/2024 in Department 4 of the Old Courthouse located on the second floor at 633 Washington Street, the Honorable Amber Lane presiding. At the continued hearing, the following person(s) appeared:

- ☒ Robert Yeh; and
- ☐ _____; and
- ☐ _____; and

☒ Parties not appearing at the continued hearing have failed to exhaust their administrative remedies; and

After examining the evidence presented at the hearing and considering the arguments, I find the following:
The notice of the continued hearing is

- ☒ proper; and
- ☐ not proper; and

I hereby find, based on the evidence presented at this continued hearing, the alleged violation(s):

- ☐ Was considered abated by the Enforcing Officer on _____; and
- ☐ Was voluntarily abated on _____ and no longer exists on the Premises; and
- ☒ Continued to exist on the Premises pursuant to TCC § 9.06.100; and
- ☐ Other _____;and

I hereby find that the proposed daily administrative penalty and/or abatement costs set forth in the NOV is:

- ☒ Imposed in the amount stated in the NOV for a total of $ 30,000
- ☐ Modified to be:_____for a total of $_____
- ☐ Disapproved to be $NONE.

These findings are supported by the following evidence presented at this continued hearing:

- ☒ The Report and Accounting of the Enforcing Officer ("Invoice"'); and
- ☒ Statements from the Enforcing Officer attesting that:
  - ☒ The information contained in the Report is true and accurate; and
  - ☐ Other:_____; and
- ☒ Other evidence submitted at this Hearing by:
  - ☒ Enforcing Officer: Weston; and

Decision of Administrative Hearing Officer
UNLAWFUL MARIJUANA CULTIVATION ORDINANCE
(Tehama County Code Chapter 9.06)
ADMINISTRATIVE HEARING ON THE NOTICE OF VIOLATION
AND PROPOSED ADMINISTRATIVE PENALTIES: EHCE 24-39
DATE OF DECISION: 12/4/2024

☐ Other: _____; and

NOW, THEREFORE, as the Hearing Officer for the County of Tehama and based upon the record before me, issue the following orders:

☒ The amount of administrative penalty ~~or administrative costs and/or costs of abatement or costs pursuant to TCC §§ 9.06.090~~, as set forth above, shall be final and conclusive. Payment shall be due WITHIN 20 CALENDAR DAYS AFTER SERVICE OF THIS DECISION.

☐ Other: _____.

NOTICE IS HEREBY GIVEN. This Decision may be challenged pursuant to Code of Civil Procedure §§ 1094.5 and 1094.6. A writ of mandate must be filed within 90 days of the service of this Decision. A decision imposing any administrative penalty may be challenged pursuant to Government Code ("GC") § 53069.

ATTENTION!

YOU WILL BE REQUIRED TO PAY THE COST OF ANY ABATEMENT RESULTING FROM THIS DECISION, INCLUDING COST OF ADMINISTRATION, WITHIN 90 CALENDAR DAYS AFTER THE HEARING OFFICER HAS APPROVED OR MODIFIED THE ACCOUNTING OF THE ENFORCING OFFICER. THE BOARD OF SUPERVISORS MAY SPECIALLY ASSESS SAID COSTS ON THE COUNTY TAX ROLL AND AUTHORIZE RECORDATION OF A NOTICE OF ABATEMENT LIEN AGAINST THE PREMISES. (GC § 25845.)

YOU ARE REQUIRED TO PAY ANY ADMINISTRATIVE PENALTY IMPOSED OR MODIFIED WITHIN 20 CALENDAR DAYS AFTER THIS DECISION IS SERVED. (TCC § 9.06.165) THE BOARD OF SUPERVISORS MAY AUTHORIZE RECORDATION OF A NOTICE OF ADMINISTRATIVE PENALTY LIEN AGAINST THE PREMISES. (GC § 53069.4.)

12/4/24
Date of Decision

Amber Lane
Tehama County Administrative Hearing Officer

Tehama County Environmental Health Department
633 Washington Street, Room 36
Red Bluff, CA 96080
530-527-8020

Code Enforcement Account Invoice

Account ID	Date
AR0003307	11/18/2024

Invoice ID	Invoice Total Due:
IN0012230	$ 30,000.00

PAYMENT DUE IMMEDIATELY

TO: DAKOTA LANE FARMS, LLC
DBA ORCHARDS
2854 ILLINOIS AVE.
CORNING, CA 96021

You received this invoice because you were either the property owner, occupant or a person who caused, permitted, suffers or maintained, conducted, or otherwise suffered or allowed the violation to exist.

APN: 091-080-004 Site Location: 2854 ILLINOIS AVE. CORNING

Date	Program/ Element	Description	Amount
Invoice #IN0012230 --- Date of Invoice : 11/18/2024			
11/18/24	8115	UNLAWFUL MARIJUANA ADMINISTRATIVE PENALTIES	$ 30,000.00
Penalties due for unlawful marijuana cultivation. $1,000.00 per day starting 10/7/24 through 11/5/24 30 days at $1,000.00			
		Total Due for This Invoice:	$ 30,000.00

Please make payments to Tehama County Environmental Health Code Enforcement 633 Washington Street, Room 36, Red Bluff, CA 96080 in the form of a cashier's check or money order, no personal checks.

Interest shall accrue on any amounts due from the effective date until the date paid pursuant to the laws applicable to civil judgments.

A

Farm Lease Agreement

CALIFORNIA FARMLINK

Disclaimer: This Agreement has been prepared for general information purposes only and is intended to provide a starting point for farmers, as they develop Agreements for use in their business. Persons relying on such information do so entirely at their own risk. Since it is impossible to cover all legal contingencies and provisions in every situation, please consult with a legal professional to ensure that the Agreement accurately reflects the arrangements and relationship between the concerned parties.

This is a Farm Lease Agreement ("Agreement"), dated as of [July 30, 2024], between Dakota Lane Farms ("Landlord"), a California LLC, and Tianhua Yu ("Tenant"), a individual

Background

Landlord is the owner of property located in Tehama County, California comprising approximately [39] acres (the "Property"), which is described in more detail in Exhibit A. Landlord and Tenant desire that Tenant lease the Property for agricultural use on the terms set out in this Agreement.

Landlord and Tenant agree as follows:

1. Lease, Term, and Rent

1.1 **Lease.** Landlord leases to Tenant the Property for the use set forth in Section 2.1.

1.2 **Term.** Tenant has the right to use the Property for one year, starting on [August 1, 2024] and ending [July 30, 2026] ("Term").

1.3 **Rent.** Tenant will pay Landlord rent in the amount of $5,000 ("Rent") for use of the Property during the Term. Tenant will pay the first half of the Rent upon signing this Agreement and the second half of the Rent on [insert time for second payment]. Tenant may mail the rent or deliver it in person to Landlord. Tenant may pay in cash or by personal check or cashier's check.

2. Use and Operations

2.1 **Tenant Use.** Tenant may use the Property only for the purpose of planting, growing, and harvesting. No livestock.

2.2 **Farming Practices.** Tenant will cultivate the Property in a timely, diligent, thorough, and farmer-like manner in accordance with good farming practices. Tenant will take care to not cause waste or damage to the Property or create a nuisance. Tenant is responsible for weeding, managing pests, preventing soil degradation, and irrigating responsibly.

2.3 **Maintenance.** Tenant will maintain the Property in a good and organized condition, including, without limitation, free of trash, debris, and unused equipment.

2.4 **Improvements.** Tenant may not place sheds, hoop houses, or otherwise install permanent or moveable structures on the Property without first obtaining Landlord's written approval. Landlord will not unreasonably withhold such approval.

2.5 **Management Responsibility.** Tenant is responsible for the planning, management, and carrying out of Tenant's operations on the Property. Tenant will pay all expenses, fees, and charges Tenant incurs in the process of maintaining and using the Property. Tenant is responsible for procuring necessary tools and equipment, seeds, and fertilizers, and for hiring, monitoring, and paying for any labor Tenant uses on the Property.

2.6 **Storage.** Tenant may store on the Property farming equipment and other personal property used for normal farming operations on the Property. Tenant may not store any materials that may be hazardous or that may cause damage to the Property (other than fuel for equipment), or that are not used for such farming operations. Tenant is responsible for the security of equipment, supplies or any other personal property stored on the Property. Landlord will not be liable for any claims arising from theft, loss, or damage of personal property left or stored on the Property.

2.7 **Compliance with Law.** Tenant will at Tenant's expense comply with all laws, including, without limitation, environmental, labor and employment, and occupational safety laws, applicable to Tenant's operations on the Property.

2.8 **Prohibited Uses.** Tenant may not conduct any non-production activities on the Property, including, without limitation, selling produce from a farm stand, camping, cookouts, renting out for events, or engaging in or hosting other recreational or income-generating activities, or do any burning on the Property, without first obtaining Landlord's written approval. Landlord will not unreasonably withhold such approval.

2.9 **Inspection.** Landlord may enter the Property at any reasonable time to inspect the Property and for the purpose of taking any other action Landlord believes is appropriate to confirm Tenant's compliance with this Agreement or protect Landlord's interest in the Property.

3. Water Use and Utilities

3.1 **Irrigation System.** Landlord will provide and maintain an irrigation hookup on or near the Property. Tenant is responsible for building and maintaining all infrastructure necessary to carry water from the hookup to and throughout the Property, including, without limitation, piping, drip tape, sprinklers, and valves. Tenant is responsible for maintaining Tenant's irrigation infrastructure and using the irrigation hookup in a responsible manner. If Tenant's use of the irrigation hookup results in damage beyond ordinary wear and tear, then Tenant will be responsible for paying any repair or replacement costs. Tenant will use water responsibly and sustainably including taking actions necessary to prevent erosion on the Property and to control the flow of excess irrigation water and runoff.

3.2 **Utilities.** Tenant is responsible for arranging for utilities and paying all utility costs relating to Tenant's use and possession of the Property, including, without limitation, water, electricity, gas, propane, water, sewer, waste removal, recycling, and garbage pickup.

4. Other Property Matters

4.1 **No Representations.** Landlord is not making any representations or warranties to Tenant about the Property including the suitability of the Property for Tenant's farming activities. Tenant is responsible for making Tenant's own inspection of farming conditions on the Property before entering into this Agreement. Tenant accepts the Property on an "as-is" basis as of the date of occupancy, subject to any easements, servitudes, rights of way, or other land rights.

4.2 **Assignment, Subleasing, and Licensing.** Tenant may not assign, sublease, or license all or any part of the Property without first obtaining Landlord's written approval. Landlord will not unreasonably withhold such approval.

4.3 **Liens and Encumbrances.** Tenant will not incur, create, or assume any lien or encumbrance on any portion of the Property, including any mechanic's or materialmen's liens, except any liens or encumbrances created under this Agreement. Nothing in this Section 4.3 will prevent Tenant from entering into customary crop financing and other financing arrangements and granting security interests in Tenant's crops, inventory, equipment, supplies, and other assets.

4.4 **Taxes.** Tenant is responsible for all tax returns and payments arising from Tenant's occupation and use of the Property, including without limitation, income, sales, and personal property taxes. Landlord will pay real property taxes.

4.5 **Sale by Landlord.** If Landlord should sell or otherwise transfer title to the Property, Landlord will require the transferee to recognize and take the Property subject to this Agreement. Tenant will recognize the purchaser as the owner and take such actions to that end as are appropriate, including entering into an agreement in customary form in which the Tenant recognizes and attorns to the purchaser.

5. Indemnification, Release and Insurance

5.1 **Indemnification by Tenant.** Tenant will indemnify and hold Landlord and Landlord's respective directors, officers, partners, shareholders, members, employees, and affiliates (collectively, "Landlord Parties") harmless against all claims, liabilities, losses, damages, expenses, and attorneys' fees that may be suffered or sustained by a Landlord Party arising directly or indirectly from: (a) Tenant's use or occupancy of the Property; (b) any claims by third parties Tenant invites onto the Property; (c) sale and consumption of food grown on the Property; or (d) any breach by Tenant of this Agreement, except to the extent the liability is caused by the gross negligence or willful misconduct of such Landlord Party.

5.2 **Indemnification by Landlord.** Landlord will indemnify and hold Tenant and Tenant's respective directors, officers, partners, shareholders, members, employees, and affiliates (collectively, "Tenant Parties") harmless against all claims, liabilities, losses, damages, expenses, and attorneys' fees that may be suffered or sustained by a Tenant Party arising directly or indirectly from Landlord's use or presence on the Property or any breach by Landlord of this Agreement, except to the extent the liability is caused by the gross negligence or willful misconduct of such Tenant Party.

5.3 **Waiver and Release of Claims by Tenant.** To the fullest extent permitted by law, Tenant waives any and all claims against Landlord and all other Landlord Parties resulting from death of or injury to Tenant or any other person arising directly or indirectly from Tenant's use and occupancy of the Property, regardless of the cause and even if caused by negligence, whether passive or active. Tenant agrees not to sue any Landlord Party on the basis of these waived and released claims. Tenant understands that the releases and waivers in this Agreement extend to claims that Tenant does not know of or does not expect to exist at the time Tenant signs this Agreement. Tenant waives the protections of Section 1542 of the California Civil Code.

5.4 **Insurance.** Throughout the Term, Tenant will maintain in full force and effect a comprehensive general liability insurance policy applicable to Tenant's occupation of the Property with limits of liability of at least [$ 250,000] aggregate combined single limit for bodily injury and property damage liability, and [$ 500,000] combined single limit per occurrence. Tenant's general liability statement will name Landlord as an additional insured. Tenant will also maintain such other insurance as required by law, including, without limitation, workers' compensation insurance.

6. Termination

6.1 **Termination by Landlord.** Landlord may terminate this Agreement if: (a) Tenant fails to make a rent payment within 7 [three] days of when payment is due; (b) Tenant abandons or vacates the Property for __ [fifteen] consecutive days; or (c) Tenant breach any other provision of this Agreement and the breach continues for more than __ [fifteen] days after Tenant receives written notice of the breach from Landlord, it being understood that if the breach cannot by its nature be cured within such 30- day period, then Tenant will have an additional reasonable period (which will not in any case exceed 30 days) to attempt to cure the breach. Such a termination will be effective __ [ten] days after delivery by Landlord to Tenant of a notice of termination. Tenant must then leave, quit, and surrender the Property to Landlord, but Tenant will remain liable for damages to the extent permitted by law. Landlord retains all rights to recover damages to the extent permitted by law and permissible under Section 1951.2 of the California Civil Code including, without limitation, unpaid rent for use of the Property until termination, rent to be paid for the remainder of the Term, and any amount necessary to compensate Landlord for charges incurred by reason of Tenant's failure to perform its obligations under this Agreement. All of Landlord's rights and remedies under this Agreement are cumulative and not alternative and will be in addition to all rights, powers, and remedies given to Landlord at law or in equity.

6.2 **Termination by Tenant.** Tenant may terminate this Agreement at any time. Such termination will be effective __ [60] days after delivery by Tenant to Landlord of a notice of termination. Tenant may also terminate this Agreement upon (a) a failure of the water supply, whether in terms of quantity, reliability or quality, or occurrence of fire, flood or other similar physical event, that materially interferes with Tenant's ability to farm the Property, or (b) a material breach of this Agreement by Landlord. Such a termination will be effective __ [15] days after delivery by Tenant to Landlord of a notice of termination.

6.3 **Holdover.** This Agreement terminates without further notice at the expiration of the Term. Any continued occupancy by Tenant of all or a portion of the Property after the expiration of the Term will be construed by the parties to be a tenancy from month-to-month on the terms set out in this Agreement, cancellable by either party upon 30 days' written notice. Any holding over is not a renewal or extension of the Term.

6.4 **Surrender of the Property.** Upon termination of this Agreement, Tenant will at Tenant's expense surrender the Property in good order and condition, reasonable wear and tear excepted, and will remove all of Tenant's personal property. Except as may otherwise be agreed in writing by Landlord and Tenant at the time of installation, all permanent improvements and alterations to the Property other than trade fixtures will belong to Landlord. Tenant may retain ownership of, and will remove, all sheds, mobile greenhouses, signs, and other non-permanent improvements Tenant may have made to the Property.

6.5 **Personal Property.** If Tenant leaves any of Tenant's personal property on the Property after the termination of this Agreement, Landlord may store it at a warehouse or any other location for Tenant's account and at Tenant's risk and expense. Landlord will release the property only when Tenant pays all charges relating to storage and all other amounts Tenant

owes Landlord under this Agreement. If Tenant does not reclaim the property within the period permitted by law, Landlord may sell it in accordance with law and apply the proceeds of the sale to any amounts Tenant owes to Landlord under this Agreement, or retain Tenant's property, granting Tenant credit for the reasonable value of the property against any amounts Tenant owes to Landlord.

6.6 **Survival.** Sections 4.4, 5, 6, and 7 of this Agreement will survive termination of this Agreement.

7. General Provisions

7.1 **Entire Agreement.** This Agreement, together with its exhibits, is the entire agreement between Tenant and Landlord and supersedes all prior or contemporaneous written and oral agreements. This Agreement may be amended only by a document signed by both Tenant and Landlord and reciting that it is an amendment to this Agreement. If there are any inconsistencies between this Agreement and its exhibits, this Agreement will control.

7.2 **Severability; Waiver.** If any provision in this Agreement is held invalid or unenforceable, the other provisions will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law. Any waiver under this Agreement must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

7.3 **Relationship.** Tenant and Landlord are independent contracting parties. Nothing contained in this Agreement will create a partnership, joint venture, fiduciary, or employment relationship between Tenant and Landlord. Neither Tenant nor Landlord have the power or authority to act on behalf of the other or in the other's name directly or indirectly in any manner. Landlord will not be responsible for any debts, liabilities, or obligations Tenant contracts or incurs in carrying out Tenant's farming operations on the Property or otherwise.

7.4 **No Third Party Beneficiaries.** Except as provided in Section 5.1 and 5.2, this Agreement is for the exclusive benefit of Tenant and Landlord and not for the benefit of any third party.

7.5 **Binding on Heirs.** This Agreement will be binding upon the heirs, executors, administrators, and permitted assignees or successors in interest of Landlord and Tenant.

7.6 **Notices.** Notices and consents under this Agreement must be in writing and delivered by mail, hand, fax, or e-mail to the addresses set out on the signature page of this Agreement or other addresses given by one party to the other in writing. Notices given in the manner will be considered given two business days after deposit in the mail, or the first business day after delivery to a courier, delivery by fax or transmission by e-mail.

7.7 **Governing Law; Jurisdiction.** This Agreement will be governed by California law. Tenant and Landlord consent to the exclusive jurisdiction of the state and federal courts for

****

This Agreement was signed by Landlord and Tenant as of the date stated in its first paragraph.

Dakota Lane Farms, LLC

Robert Yeh, Managing Member

Tianhua Yu

Tianhua Yu,

Landlord address:

2854 Illinois Avenue
Corning, CA 96021

Tenant address:

2854 Illinois Avenue
Corning, CA 96021

Exhibits:
A: Description and Map of Property

APN 091-080-004-000

Exhibit A

Description and Map of Property



PROOF OF SERVICE

I, Margarita Garcia, declare:

1. I am over age 18, not a party to this action, and am employed in Tehama County, California at the Department of Environmental Health - Code Enforcement; my business address is 633 Washington Street, Room 36, Red Bluff, CA, 96080.

2. On December 9, 2024, I served the following documents:

   - ☑ Copy of this Proof of Service
   - ☑ Decision of Hearing Officer regarding penalties and/or costs
   - ☑ Invoice
   - ☑ Notice of Costs and/or Administrative Penalties Due
   - ☐ Notice of Pending Nuisance Abatement Proceeding
   - ☑ Payment Plan/Compromise Application
   - ☐ _____

3. I served the documents on the following person(s):

   - ☑ Dakota Lane Farms, LLC — Tianhua Yu (NAME), 2854 Illinois Ave, Corning, CA 96021 (ADDRESS)
   - ☑ Robert Pinkle, managing Attorney (NAME), 5776 Stoneridge Mall Rd #360, Pleasanton, CA 94588 (ADDRESS)
   - ☑ Robert Yeh (NAME), 112 West Lagoon, Pleasanton, CA 94566 (ADDRESS)

4. The documents were served by the following means, by:

   - ☐ **Personal service.** I personally delivered the documents to the person(s) listed in item 3. Delivery was made to:
     - ☐ Party's Attorney: _____
     - ☐ Party: _____
   - ☑ **United States mail.** I enclosed the documents in a sealed envelope addressed to the person(s) at the addresses listed in item 3, and deposited the sealed envelope with the United States Postal Service, with postage fully prepaid, at Red Bluff, CA 96080.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed at Red Bluff, this December 9, (DATE), 2024, at 4:30pm (TIME).

Margarita Garcia
NAME OF DECLARANT

SIGNATURE OF DECLARANT

Notice of Hearing on Accounting for Cost of Abatement and Cost of Administration; Notice of Hearing on Report for Amount of Administrative Penalty Due and Owing (*Tehama County Code Chapters 9.06*)

DATE OF NOTICE: 4/28/2025 **CASE NO: EHCE 24-39**

Property Owner Name and Last Known Address:

Dakota Lane Farms, LLC
DBA Orchards
2854 Illinois Ave.
Corning, CA 96021

Occupant:

c/o Robert Yeh
485 Arguello Dr.
Benicia, CA 94510

Site Address:

2854 Illinois Ave., Corning

Assessor's Parcel Number:

091-080-004

TO ALL PROPERTY OWNERS, TENANTS, OR OTHERS IN POSSESSION OF THE PREMISES IDENTIFIED AS:

2854 Illinois Ave., Corning

YOU ARE HEREBY NOTIFIED that Attachment A, attached hereto and incorporated herein, is a copy of the account and/or report pertaining to the property determined to be a nuisance & found in violation of Chapter 9.06 of the Tehama County Code. The amount is presently due and owing.

YOU ARE HEREBY NOTIFIED the Tehama County Board of Supervisors will review the account and/or report.

FAILURE TO APPEAR AT THE HEARING SCHEDULED ON:

DATE: **5/20/2025**
TIME: **1:30 PM**
ADDRESS: **727 Oak Street, Red Bluff, Board of Supervisors Chambers**

WILL CONSTITUTE A FAILURE TO EXHAUST ADMINISTRATIVE REMEDIES WITH RESPECT TO THE ADMINISTRATIVE COSTS. THE ENTIRE PENALTY AND INTERESTS MAY BE PROCESSED FOR A PERSONAL CIVIL JUDGEMENT, SEIZURE OF PERSONAL PROPERTY, PAY GARNISHMENT OR COORDINATION WITH FRANCHISE TAX BOARD AND OR INTERNAL REVENUE SERVICE.

If you require an interpreter, you are responsible for providing one for yourself

NOTICE IS FURTHER GIVEN:

Cost of Abatement and Cost of Administration:

YOU MAY APPEAR AT SAID DATE AND TIME TO BE HEARD. The property owner(s) may waive the Hearing on Accounting by paying the cost of abatement and the cost of administration (the "Costs") to the enforcing officer prior to the time set for the Hearing. Unless otherwise expressly stated by the property owner, payment of the Costs prior to said Hearing shall be deemed a waiver of the right thereto and an admission that said accounting is accurate and reasonable.

The Hearing Officer will submit the recommendation to the Board of Supervisors without further notice of hearing. If the Board of Supervisors adopts the recommendation the Board may also authorize a Notice of Abatement Lien to be recorded against the Premises. (Government Code section 25845.) If so, the Costs may be specially assessed and placed upon the County tax roll as an abatement lien against the Premises, or placed on the unsecured roll. The Costs may be paid in full prior to entry of said costs on the tax roll.

Notice of Hearing on Accounting for Cost of Abatement and Cost of Administration; Notice of Hearing on Report for Amount of Administrative Penalty Due and Owing (*Tehama County Code Chapters 9.06*)

DATE OF NOTICE: 4/28/2025 CASE NO: EHCE 24-39

Administrative Penalty:

YOU MAY APPEAR AT SAID DATE AND TIME TO BE HEARD. The property owner may also file a written objection with the Clerk of the Board of Supervisors to be forwarded to the Hearing Officer, stating a description of the property at issue and the grounds for such objection.

THE HEARING OFFICER MAY RECOMMEND THE AMOUNT OF ADMINISTRATIVE PENALTY TO BE ENFORCED AS A LIEN AGAINST THE PREMISES AND THAT THE NOTICE OF ADMINISTRATIVE PENALTY BE RECORDED AGAINST THE PREMISES. THE HEARING OFFICER WILL SUBMIT THE RECOMMENDED DECISION TO THE BOARD OF SUPERVISORS WITHOUT FURTHER NOTICE OF HEARING. THE BOARD OF SUPERVISORS MAY ADOPT THE RECOMMENDED DECISION. (TEHAMA COUNTY CODE SECTION 9.06.165, SUBD. (H).) IF AUTHORIZED, A LIEN FOR THE FULL AMOUNT OF THE PENALTY SHALL BE IMPOSED ON THE PREMISES IDENTIFIED ABOVE. ONCE THE OBLIGATION IS SATISFIED, THE LIEN SHALL BE RELEASED. FAILURE TO ATTEND THE HEARING OR FILE A WRITTEN OBJECTION WITH THE HEARING OFFICER WILL CONSTITUTE A FAILURE TO EXHAUST ADMINISTRATIVE REMEDIES WITH RESPECT TO THE ADMINSTRATIVE PENALTIES.

NOTICE IS HEREBY GIVEN.

04/28/2025
Date of Service of Notice

Tehama County Clerk of the Board of Supervisors

Payments should be directed to: TEHAMA COUNTY ENVIRONMENTAL HEALTH
CODE ENFORCEMENT DIVISION
633 Washington Street, Room 36, Red Bluff, CA 96080
Phone: 530-527-8020 FAX: 530-527-6617

Tehama County Environmental Health Department
633 Washington Street, Room 36
Red Bluff, CA 96080
530-527-8020

ATTACHMENT A

Code Enforcement Account Invoice

Account ID	Date
AR0003307	4/24/2025

Invoice ID	Invoice Total Due:
IN0012230	$ 30,000.00

PAYMENT DUE IMMEDIATELY

TO: DAKOTA LANE FARMS, LLC
TIANHUA YU
2854 ILLINOIS AVE.
CORNING, CA 96021

You received this invoice because you were either the property owner, occupant or a person who caused, permitted, suffers or maintained, conducted, or otherwise suffered or allowed the violation to exist.

APN: 091-080-004 **Site Location:** 2854 ILLINOIS AVE. CORNING

Date	Program/ Element	Description	Amount

Invoice #IN0012230 --- Date of Invoice : 11/18/2024

11/18/24	8115	UNLAWFUL MARIJUANA ADMINISTRATIVE PENALTIES	$ 30,000.00

Penalties due for unlawful marijuana cultivation. $1,000.00 per day starting 10/7/24 through 11/5/24
30 days at $1,000.00

Total Due for This Invoice: $ 30,000.00

Please make payments to Tehama County Environmental Health Code Enforcement 633 Washington Street, Room 36, Red Bluff, CA 96080 in the form of a cashier's check or money order, no personal checks.

Interest shall accrue on any amounts due from the effective date until the date paid pursuant to the laws applicable to civil judgments.

TEHAMA COUNTY CODE ENFORCEMENT

633 Washington St., Room 36
Red Bluff, CA. 96080
Phone: (530) 527-8020
FAX: (530) 527-6617

May 12, 2025

Property Owner:
Dakota Lane Farms, LLC
DBA Orchards
2854 Illinois Ave.
Corning, CA 96021

Robert Yeh
485 Arguello Dr.
Benicia, CA 94510

Site Address:
2854 Illinois Ave.
Corning, CA 96021

APN:
091-080-004

Dear **Dakota Lane Farms, LLC & Robert Yeh**,

This letter is to inform you that your **Penalty Lien Hearing with the Board of Supervisors** that was originally scheduled for **05/20/2024** at **1:30 pm** has been re-scheduled, to **6/24/2025 at 1:30 pm**. The location has not changed, it will be at 727 Oak St., Red Bluff, CA, Board of Supervisors Chambers.

IF YOU REQUIRE AN INTERPRETER, YOU ARE RESPONSIBLE FOR PROVIDING ONE FOR YOURSELF.

If you have any questions, please feel free to contact our office.

Sincerely,

Margarita Garcia
Code Compliance Coordinator

Notice of Hearing on Accounting for Cost of Abatement and Cost of Administration; Notice of Hearing on Report for Amount of Administrative Penalty Due and Owing
(Tehama County Code Chapters 9.06)

DATE OF NOTICE: 4/28/2025 **CASE NO: EHCE 24-39**

Property Owner Name and Last Known Address:
Dakota Lane Farms, LLC
DBA Orchards
2854 Illinois Ave.
Corning, CA 96021

Occupant:
c/o Robert Yeh
485 Arguello Dr.
Benicia, CA 94510

Site Address:
2854 Illinois Ave., Corning

Assessor's Parcel Number:
091-080-004

TO ALL PROPERTY OWNERS, TENANTS, OR OTHERS IN POSSESSION OF THE PREMISES IDENTIFIED AS:
2854 Illinois Ave., Corning

YOU ARE HEREBY NOTIFIED that Attachment A, attached hereto and incorporated herein, is a copy of the account and/or report pertaining to the property determined to be a nuisance & found in violation of Chapter 9.06 of the Tehama County Code. The amount is presently due and owing.

YOU ARE HEREBY NOTIFIED the Tehama County Board of Supervisors will review the account and/or report.
FAILURE TO APPEAR AT THE HEARING SCHEDULED ON:

DATE: **5/20/2025**
TIME: **1:30 PM**
ADDRESS: **727 Oak Street, Red Bluff, Board of Supervisors Chambers**

WILL CONSTITUTE A FAILURE TO EXHAUST ADMINISTRATIVE REMEDIES WITH RESPECT TO THE ADMINISTRATIVE COSTS. THE ENTIRE PENALTY AND INTERESTS MAY BE PROCESSED FOR A PERSONAL CIVIL JUDGEMENT, SEIZURE OF PERSONAL PROPERTY, PAY GARNISHMENT OR COORDINATION WITH FRANCHISE TAX BOARD AND OR INTERNAL REVENUE SERVICE.

If you require an interpreter, you are responsible for providing one for yourself

NOTICE IS FURTHER GIVEN:

Cost of Abatement and Cost of Administration:

YOU MAY APPEAR AT SAID DATE AND TIME TO BE HEARD. The property owner(s) may waive the Hearing on Accounting by paying the cost of abatement and the cost of administration (the "Costs") to the enforcing officer prior to the time set for the Hearing. Unless otherwise expressly stated by the property owner, payment of the Costs prior to said Hearing shall be deemed a waiver of the right thereto and an admission that said accounting is accurate and reasonable.

The Hearing Officer will submit the recommendation to the Board of Supervisors without further notice of hearing. If the Board of Supervisors adopts the recommendation the Board may also authorize a Notice of Abatement Lien to be recorded against the Premises. (Government Code section 25845.) If so, the Costs may be specially assessed and placed upon the County tax roll as an abatement lien against the Premises, or placed on the unsecured roll. The Costs may be paid in full prior to entry of said costs on the tax roll.

Notice of Hearing on Accounting for Cost of Abatement and Cost of Administration; Notice of Hearing on Report for Amount of Administrative Penalty Due and Owing
(Tehama County Code Chapters 9.06)

DATE OF NOTICE: 4/28/2025 **CASE NO: EHCE 24-39**

Administrative Penalty:

YOU MAY APPEAR AT SAID DATE AND TIME TO BE HEARD. The property owner may also file a written objection with the Clerk of the Board of Supervisors to be forwarded to the Hearing Officer, stating a description of the property at issue and the grounds for such objection.

THE HEARING OFFICER MAY RECOMMEND THE AMOUNT OF ADMINISTRATIVE PENALTY TO BE ENFORCED AS A LIEN AGAINST THE PREMISES AND THAT THE NOTICE OF ADMINISTRATIVE PENALTY BE RECORDED AGAINST THE PREMISES. THE HEARING OFFICER WILL SUBMIT THE RECOMMENDED DECISION TO THE BOARD OF SUPERVISORS WITHOUT FURTHER NOTICE OF HEARING. THE BOARD OF SUPERVISORS MAY ADOPT THE RECOMMENDED DECISION. (TEHAMA COUNTY CODE SECTION 9.06.165, SUBD. (H).) IF AUTHORIZED, A LIEN FOR THE FULL AMOUNT OF THE PENALTY SHALL BE IMPOSED ON THE PREMISES IDENTIFIED ABOVE. ONCE THE OBLIGATION IS SATISFIED, THE LIEN SHALL BE RELEASED. FAILURE TO ATTEND THE HEARING OR FILE A WRITTEN OBJECTION WITH THE HEARING OFFICER WILL CONSTITUTE A FAILURE TO EXHAUST ADMINISTRATIVE REMEDIES WITH RESPECT TO THE ADMINSTRATIVE PENALTIES.

NOTICE IS HEREBY GIVEN.

04/28/2025
Date of Service of Notice

Tehama County Clerk of the Board of Supervisors

Payments should be directed to: TEHAMA COUNTY ENVIRONMENTAL HEALTH
CODE ENFORCEMENT DIVISION
633 Washington Street, Room 36, Red Bluff, CA 96080
Phone: 530-527-8020 FAX: 530-527-6617

Tehama County Environmental Health Department
633 Washington Street, Room 36
Red Bluff, CA 96080
530-527-8020

ATTACHMENT A

Code Enforcement Account Invoice

Account ID	Date
AR0003307	4/24/2025

Invoice ID	Invoice Total Due:
IN0012230	$ 30,000.00

PAYMENT DUE IMMEDIATELY

TO: DAKOTA LANE FARMS, LLC
TIANHUA YU
2854 ILLINOIS AVE.
CORNING, CA 96021

You received this invoice because you were either the property owner, occupant or a person who caused, permitted, suffers or maintained, conducted, or otherwise suffered or allowed the violation to exist.

APN: 091-080-004 **Site Location:** 2854 ILLINOIS AVE. CORNING

Date	Program/ Element	Description	Amount

Invoice #IN0012230 --- Date of Invoice : 11/18/2024

11/18/24	8115	UNLAWFUL MARIJUANA ADMINISTRATIVE PENALTIES	$ 30,000.00

Penalties due for unlawful marijuana cultivation. $1,000.00 per day starting 10/7/24 through 11/5/24
30 days at $1,000.00

Total Due for This Invoice: $ 30,000.00

Please make payments to Tehama County Environmental Health Code Enforcement
633 Washington Street, Room 36, Red Bluff, CA 96080 in the form of a cashier's check or money order, no personal checks.

Interest shall accrue on any amounts due from the effective date until the date paid pursuant to the laws applicable to civil judgments.

TEHAMA COUNTY CODE ENFORCEMENT

633 Washington St., Room 36
Red Bluff, CA. 96080
Phone: (530) 527-8020
FAX: (530) 527-6617

June 10, 2025

Property Owner:
Dakota Lane Farms, LLC
DBA Orchards
2854 Illinois Ave.
Corning, CA 96021

Site Address:
2854 Illinois Ave.
Corning, CA 96021

cc: **Robert Yeh**
485 Arguello Dr.
Benicia, CA 94510

APN:
091-080-004

Dear **Dakota Lane Farms, LLC & Robert Yeh**,

Per your request, we have rescheduled your Penalty Lien Hearing with the Board of Supervisors to:

Date: 7/22/2025
Time: 1:30 pm.
Location: 727 Oak St., Red Bluff, CA, Board of Supervisors Chambers

IF YOU REQUIRE AN INTERPRETER, YOU ARE RESPONSIBLE FOR PROVIDING ONE FOR YOURSELF.

If you have any questions, please feel free to contact our office.

Sincerely,

Julie Benson

Julie Benson
Code Compliance Coordinator

cc: Robert Yeh
1122 West Lagoon
Pleasanton, CA 94566

Tehama County

Agenda Request Form

File #: 25-1090 **Agenda Date:** 7/22/2025 **Agenda #:** 31.

CLOSED SESSION

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

Title: Part One of the Child Support Services Director Annual Performance Evaluation Process

Financial Impact:
None.

Background Information:
None.

Tehama County

Agenda Request Form

File #: 25-1194 **Agenda Date:** 7/22/2025 **Agenda #:** 32.

CLOSED SESSION

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

Title: Part Two of the Chief Administrator Annual Performance Evaluation Process

Financial Impact:
None.

Background Information:
None.

Tehama County

Agenda Request Form

File #: 25-1270 **Agenda Date:** 7/22/2025 **Agenda #:** 33.

CLOSED SESSION

Requested Action(s)

a) Liability Claims Pursuant to Government code 54956.95
Claimant: Olivia, Melinda, and Luke Freemyers
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 #: 25-1306 **Agenda Date:** 7/22/2025 **Agenda #:** 34.

CLOSED SESSION

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

Title: Director of Public Works

Financial Impact:
None.

Background Information:
None.