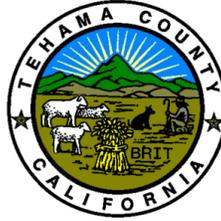


TEHAMA COUNTY BOARD OF SUPERVISORS

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, MARCH 4, 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

REMINDER - The March 11th meeting of the Board of Supervisors is cancelled pursuant to Board policy.

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

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

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 - 2/09/25 - 2/15/25** [25-0242](#)
2. **AUDITOR'S CLAIM** [25-0240](#)
 - a) Court Operations, 5013-53280, Dept of Social Services, \$1,706,884
3. **BOARD OF SUPERVISORS - Park Fire Emergency Continuation** [25-0168](#)
 - a) Determine that there is a need to continue the local health emergency proclamation issued by the Tehama County Public Health Officer, proclaiming the existence of the local emergency in Tehama County caused conditions of peril
4. **COMMITTEES & COMMISSIONS - Camp Tehama** [25-0212](#)
 - a) CAMP TEHAMA COMMITTEE - One appointment to fill the unexpired term of John Stover, as District 2 Representative, with said term expiring 9/30/2025 (Interested person: Keith Skelton)
 - b) CAMP TEHAMA COMMITTEE - One three-year term to fill the expired term of J.B. Stacy as District 2 Representative, with said new term expiring 2/28/2027 (Interested person: J.B. Stacy)
 - c) CAMP TEHAMA COMMITTEE - One three-year term to fill the expired term of Fred Hamilton as District 5 Representative, with said new term expiring 9/30/2027 (Interested person: Fred Hamilton)
 - d) CAMP TEHAMA COMMITTEE - One three-year term to fill the expired term of Ann Houghtby as District 1 Representative, with said new term expiring 9/30/2027 (Interested person: Ann Houghtby)
 - e) CAMP TEHAMA COMMITTEE - One three-year term to fill the expired term of Anne Junge as District 1 Representative, with said new term expiring 9/30/2027 (Interested person: Anne Junge)

- f) CAMP TEHAMA COMMITTEE - One three-year term to fill the expired term of Gavin Gormley as District 3 Representative, with said new term expiring 9/30/2027 (Interested person: Gavin Gormley)
- g) CAMP TEHAMA COMMITTEE - One three-year term to fill the expired term of Steve Kimbrough as District 5 Representative, with said new term expiring 9/30/2027 (Interested person: Steve Kimbrough)
- h) CAMP TEHAMA COMMITTEE - One appointment for a District 2 Representative to add a ninth voting member to this committee, pursuant to Board action on 1/25/2000, for one three-year term with said term expiring 3/4/2028 (Interested person: Kevin Jones)

REGULAR AGENDA

5. **FIRE - Fire Marshal Brian Wright** [25-0292](#)
- a) INFORMATIONAL PRESENTATION - Regarding Fire Hazard Severity Zones within the unincorporated Local Responsibility Areas of Tehama County
- b) ORDINANCE No. 2146 - Request adoption of an Ordinance to designate Moderate, High, and Very High Fire Hazard Severity Zones in the unincorporated Local Responsibility Areas as recommended by the Office of the State Fire Marshal
- 1) Waive the first reading
 - 2) Accept the introduction
6. **CHILD SUPPORT SERVICES - Director Tonya Moore** [25-0225](#)
- a) AGREEMENT - Request approval and authorization for the Child Support Services Director to sign the Amendment to Purchase Agreement Number 366PA24, dated 11/7/24 with ioPredict for the purpose of job analysis development, test development, and test administration for classifications within the County and training for staff related to CalHR requirements. The Amendment increases the maximum compensation to not exceed \$90,000, and extends the term of the agreement to 6/30/28
7. **HEALTH SERVICES AGENCY / MENTAL HEALTH - Executive Director Jayme Bottke** [25-0271](#)
- a) Request the Chair rescind Miscellaneous Agreement #2024-376, previously approved by the Board of Supervisors on 12/17/24
- b) AGREEMENT - Request approval and authorization for the Executive Director to sign Agreement #10482-TC-QM-24/25 with the California Mental Health Services Authority (CalMHSA) for participation in the Quality Measures and Performance Improvement Program with total funding in the amount of \$14,400, effective upon execution and shall terminate 12/31/25
- 10:00 A.M.**
8. **TEHAMA COUNTY BOARD OF EQUALIZATION - County Assessor Burley Phillips and Principal Appraiser Patrick Archer** [25-0287](#)
- a) Request approval of the following stipulation as recommended by the County Assessor: Assessment Appeal No. 07-2023, Red Bluff Kraft LLC

9. **SHERIFF'S OFFICE - Sheriff Dave Kain** [25-0263](#)
a) AGREEMENT - Request approval and authorization for the Chair and the Sheriff to sign Amendment No. 1 with Express Services Inc. DBA Express Employment Professionals (Misc Agree. 2024-209), thereby increasing the maximum compensation payable not to exceed \$120,000
10. **SHERIFF'S OFFICE - Sheriff Dave Kain** [25-0264](#)
a) AGREEMENT - Request 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
11. **PERSONNEL / ADMINISTRATION - Personnel Director Coral Ferrin** [25-0241](#)
a) AGREEMENT - Request approval and authorization for the Chair to sign an Employment Agreement with Jessica Martinez for the position of Director of Planning, effective 3/4/25 through 3/3/28

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 agenda item. 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.

12. **CLOSED SESSION** [25-0234](#)
a) Liability Claims Pursuant to Government code 54956.95
Claimant: Alex John Lang
Agency claimed against: Tehama County
13. **CLOSED SESSION** [25-0291](#)
a) Liability Claims Pursuant to Government Code 54956.95
Claimant: Alope Pal
Agency claimed against: Tehama County
14. **CLOSED SESSION** [25-0218](#)

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

Agency Negotiators: Che Johnson & Coral Ferrin

Employee Organization: Tehama County Peace Officer's Association

REPORTABLE ACTIONS FROM CLOSED SESSION

ADJOURN

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

The deadline for items to be placed on the Board's agenda is 5 p.m. on the Wednesday Thirteen days prior to the meeting on Tuesday, unless a holiday intervenes. Items not listed on the Agenda can only be considered by the Board if they qualify under Government Code Section 54954.2(b) (typically this applies to items meeting criteria as an off-agenda emergency).

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS PURSUANT TO GOVERNMENT CODE SECTION 84308:

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

WAYS TO PARTICIPATE, WATCH AND LISTEN DURING THE MEETING:

- 1) Attend in person in Board Chambers, Tehama County Administration Building, 727 Oak St., Red Bluff, CA 96080.
- 2) Listen and comment over the phone by calling: (530) 212-8376, conference code 933876. Press 5* to raise your hand to comment.
- 3) Watch live video and listen at: <https://tehamacounty.legistar.com/Calendar.aspx>. To comment on an upcoming agenda item, call (530) 212-8376, conference code 933876. Press

5* to raise your hand to comment at the time the item is called.

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PROVIDE PUBLIC COMMENT BEFORE THE MEETING BY:

- 1) Writing a letter to the Board of Supervisors at PO Box 250, Red Bluff, CA 96080.
- 2) Emailing: tcbos@tehama.gov. Written or emailed public comments received by 4:00 p.m. the day prior to the meeting will be provided to the Board members electronically or in written format and will become part of the public record.

PROVIDE PUBLIC COMMENT DURING THE MEETING BY:

- 1) In-Person: Board Chambers, Tehama County Administration Building, 727 Oak St., Red Bluff, CA 96080: Members of the public can provide comment in-person inside the Board of Supervisors' Chambers.
- 2) Over the Phone: Members of the public can call (530) 212-8376, conference code 933876. Press 5* to raise your hand to comment. The public will be placed in a call-in queue until they are permitted into the meeting for comment.

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

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



Tehama County

Agenda Request Form

File #: 25-0242

Agenda Date: 3/4/2025

Agenda #: 1.

GENERAL WARRANT REGISTER - 2/09/25 - 2/15/25

Requested Action(s)

Financial Impact:

As listed.

Background Information:

Tehama County
TEBK400 - Check Register
Issue Dates between Feb 9, 2025 and Feb 15, 2025

Report Generated on: **Jan 21, 2026 8:18:34 AM**

Check Number	Check Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Extended Amount
00000192	02/10/2025	108325	STAPLES ADVANTAGE	101	GENERAL FUND	2073-53280	PUB GUARDIAN / P	1054406/6022170663	\$25.96
00000193	02/11/2025	106156	ALTEC INDUSTRIES, INC.	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	MAINTENANCE OF EQUIPMENT	\$3,565.24
00000194	02/11/2025	102493	HUE & CRY SECURITY	101	GENERAL FUND	2061-53180	AGRICULTURE COMM	MTCE STRUCT-IMPRV-GROUNDS	\$275.50
00000195	02/11/2025	105814	MIKE'S HEATING AND AIR INC	108	SOCIAL SERVICES	5013-53180	SOCIAL SERVICES	MTCE STRUCT-IMPRV-GROUNDS	\$315.00
00000196	02/11/2025	108325	STAPLES ADVANTAGE	101	GENERAL FUND	2061-53220	AGRICULTURE COMM	OFFICE EXPENSE	\$370.83
00000197	02/11/2025	101653	SUBURBAN PROPANE	105	FIRE FUND	2042-53300	FIRE SCH C VOL	UTILITIES	\$768.82
00000198	02/11/2025	101719	THOMES CREEK ROCK	102	ROAD FUND	3011-53280	ROAD DEPARTMENT	SPECIAL DEPARTMENTAL EXP	\$7,629.50
00000201	02/13/2025	108325	STAPLES ADVANTAGE	101	GENERAL FUND	6021-53140	LIBRARY	HOUSEHOLD EXPENSE	\$71.27
00000201	02/13/2025	108325	STAPLES ADVANTAGE	113	CHILD SUPPORT	5015-53220	CHILD SUPPORT SE	OFFICE EXPENSE	\$160.79
00000202	02/14/2025	100439	CORNING FORD JEEP CHRYSLER DOD	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	MAINTENANCE OF EQUIPMENT	\$66.92
70869163	02/10/2025	V000224	APRIL & DANIEL SANCHEZ JR.	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	NON RECUR AAP EXP	\$400.00
70869164	02/10/2025	136136	ARCADIAN INC	106	PUBLIC SAFETY	2027-53280	SHERIFF	SPECIAL DEPARTMENTAL EXP	\$560.34
70869166	02/10/2025	101233	AT&T	108	SOCIAL SERVICES	5013-53120	SOCIAL SERVICES	248 134 7711 774 9	\$4.43
70869167	02/10/2025	103939	AT&T	113	CHILD SUPPORT	5015-53120	CHILD SUPPORT SE	9391081135	\$169.11
70869168	02/10/2025	133447	AUTOZONE DEVELOPMENT CORP	106	PUBLIC SAFETY	2028-53170	AUTO SHOP	MAINTENANCE OF EQUIPMENT	\$505.87
70869169	02/10/2025	T00270	BLACK GOLD REALITY LLC	421	TAX COLLECTOR TR	421-301311	NOT APPLICABLE	089-230-032 2024	\$626.51
70869170	02/10/2025	100205	BOB'S TIRE CENTER	106	PUBLIC SAFETY	2028-53170	AUTO SHOP	MAINTENANCE OF EQUIPMENT	\$2,346.50

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70869171	02/10/2025	135432	BRAIN LEARNING PSYCHOLOGICAL C	108	SOCIAL SERVICES	5013-53230	SOCIAL SERVICES	PROFESSIONAL/SPECIAL SERV	\$1,300.00
70869172	02/10/2025	136320	BYRON ANDERSON	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	CLIENT REIMBURSEMENT	\$85.00
70869173	02/10/2025	108035	CALIFORNIA BUILDING STANDARDS	115	BUILDING & SAFET	115-207799	NOT APPLICABLE	BUILDING STANDARD FEES	\$11.70
70869174	02/10/2025	108035	CALIFORNIA BUILDING STANDARDS	115	BUILDING & SAFET	115-207799	NOT APPLICABLE	BUILDING STANDARD FEES	\$7.20
70869175	02/10/2025	108035	CALIFORNIA BUILDING STANDARDS	115	BUILDING & SAFET	115-207799	NOT APPLICABLE	BUILDING STANDARD FEES	\$3.60
70869176	02/10/2025	108035	CALIFORNIA BUILDING STANDARDS	115	BUILDING & SAFET	115-207799	NOT APPLICABLE	BUILDING STANDARD FEES	\$899.10
70869177	02/10/2025	108035	CALIFORNIA BUILDING STANDARDS	115	BUILDING & SAFET	115-207799	NOT APPLICABLE	BUILDING STANDARD FEES	\$600.30
70869178	02/10/2025	126362	CALIFORNIA SAFETY COMPANY INC	101	GENERAL FUND	7033-53230	RED BLUFF VETERA	27914	\$60.00
70869179	02/10/2025	142466	CARREL'S OFFICE MACHINES	115	BUILDING & SAFET	2065-53170	BUILDING & SAFET	MAINTENANCE OF EQUIPMENT	\$40.25
70869180	02/10/2025	128952	CCBSA	101	GENERAL FUND	1013-53200	CLERK OF THE BOA	CCBSA ANNUAL DUES	\$550.00
70869181	02/10/2025	115630	CPOC FOUNDATION	106	PUBLIC SAFETY	2037-53290	PROBATION	CALCULATING CUSTODY CREDITS	\$150.00
70869182	02/10/2025	T00271	CIRCLE PIZZA LLC	421	TAX COLLECTOR TR	421-301311	NOT APPLICABLE	800-001-182-001 2024	\$1,275.49
70869183	02/10/2025	100376	CITY OF RED BLUFF	101	GENERAL FUND	6031-53300	AGRICULTURAL EXT	UTILITIES	\$34.00
70869183	02/10/2025	100376	CITY OF RED BLUFF	101	GENERAL FUND	7033-53300	RED BLUFF VETERA	UTILITIES	\$98.58
70869184	02/10/2025	100376	CITY OF RED BLUFF	116	SENIOR NUTRITION	5063-53260	SENIOR NUTRITION	FEBRUARY RENT 2025	\$150.00
70869185	02/10/2025	132730	CONLEY TREE AND BRUSH	112	HEALTH SERVICES	40121-53180	PUBLIC HEALTH	MTCE STRUCT-IMPRV-GROUNDS	\$275.00

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70869185	02/10/2025	132730	CONLEY TREE AND BRUSH	112	HEALTH SERVICES	40131-53180	MENTAL HEALTH	MTCE STRUCT-IMPRV-GROUNDS	\$275.00
70869185	02/10/2025	132730	CONLEY TREE AND BRUSH	112	HEALTH SERVICES	40171-53180	DRUG & ALCOHOL	MTCE STRUCT-IMPRV-GROUNDS	\$275.00
70869185	02/10/2025	132730	CONLEY TREE AND BRUSH	112	HEALTH SERVICES	40251-53180	CLINIC SERVICES	MTCE STRUCT-IMPRV-GROUNDS	\$275.00
70869187	02/10/2025	100526	DEPT OF CONSERVATION	115	BUILDING & SAFET	115-207761	NOT APPLICABLE	DUE TO OTHER GOVERNMENTS	\$2,296.82
70869188	02/10/2025	100526	DEPT OF CONSERVATION	115	BUILDING & SAFET	115-207761	NOT APPLICABLE	DUE TO OTHER GOVERNMENTS	\$12.93
70869189	02/10/2025	100564	DOWNTOWN FORD SALES	106	PUBLIC SAFETY	2027-57605	SHERIFF	VEHICLES	\$124,731.48
70869190	02/10/2025	136051	ELIOR INC	116	SENIOR NUTRITION	5063-53130	SENIOR NUTRITION	FOOD	\$4,200.00
70869191	02/10/2025	127756	EMPOWER TEHAMA	101	GENERAL FUND	1091-55545	ADVERTISING.COMM	ENLOE HOSPITAL	\$1,500.00
70869192	02/10/2025	113244	GREEN WASTE OF TEHAMA	101	GENERAL FUND	7033-53300	RED BLUFF VETERA	UTILITIES	\$198.04
70869193	02/10/2025	136121	HUNT & SONS LLC	108	SOCIAL SERVICES	5013-53291	SOCIAL SERVICES	6041/351348	\$1,892.85
70869193	02/10/2025	136121	HUNT & SONS LLC	115	BUILDING & SAFET	2065-53291	BUILDING & SAFET	Acct#6098 Invoice#351370	\$441.68
70869194	02/10/2025	V000225	KRISTINE AND HARLON JORDAN	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	NON RECUR AAP EXP	\$400.00
70869195	02/10/2025	V000225	KRISTINE AND HARLON JORDAN	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	NON RECUR AAP EXP	\$400.00
70869197	02/10/2025	123790	LAUNDRY WORLD UNIFORM & LINEN	101	GENERAL FUND	7033-53140	RED BLUFF VETERA	HOUSEHOLD EXPENSE	\$48.59
70869198	02/10/2025	132992	LOOKING GLASS MEDIA LLC	113	CHILD SUPPORT	5015-53230	CHILD SUPPORT SE	PROFESSIONAL/SPECIAL SERV	\$175.00
70869199	02/10/2025	132936	MAIN STREET CAR WASH	101	GENERAL FUND	2073-53170	PUB GUARDIAN / P	MAINTENANCE OF EQUIPMENT	\$11.00
70869200	02/10/2025	116981	NORCAL PRESORT	101	GENERAL FUND	1026-53220	TAX COLLECTOR	OFFICE EXPENSE	\$106.74

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70869201	02/10/2025	104757	OFFICE DEPOT (BUSINESS SVCS DI	115	BUILDING & SAFET	2065-53220	BUILDING & SAFET	OFFICE EXPENSE	\$101.73
70869204	02/10/2025	117529	PRO PACIFIC	106	PUBLIC SAFETY	2032-53130	JAIL	FOOD	\$937.85
70869205	02/10/2025	126208	PROVANTAGE LLC	108	SOCIAL SERVICES	5013-53800	SOCIAL SERVICES	INTERNAL ASSETS	\$2,226.00
70869206	02/10/2025	T0023781	SHASTA COUNTY OFFICE OF EDUCAT	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	BRIDGE NAV AND TRAINING	\$4,549.15
70869206	02/10/2025	T0023781	SHASTA COUNTY OFFICE OF EDUCAT	108	SOCIAL SERVICES	5022-55402	PUBLIC ASSISTANC	BRIDGE VOUCHER AND ADMIN	\$8,422.74
70869207	02/10/2025	101509	SHELBY'S PEST CONTROL INC	101	GENERAL FUND	7033-53230	RED BLUFF VETERA	PROFESSIONAL/SPECIAL SERV	\$46.00
70869208	02/10/2025	135434	SSP DATA INC	108	SOCIAL SERVICES	5013-53170	SOCIAL SERVICES	PO 33173	\$14,045.00
70869209	02/10/2025	135080	STEPHANI SCHAEFER	421	TAX COLLECTOR TR	421-301311	NOT APPLICABLE	066-202-014 2024	\$276.51
70869210	02/10/2025	107566	SYSCO	106	PUBLIC SAFETY	2032-53130	JAIL	FOOD	\$892.62
70869211	02/10/2025	102478	TEHAMA COUNTY CLERK & RECORDER	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	DEATH CERTIFICATE	\$24.00
70869212	02/10/2025	V000220	THI QUANG NGUYEN AND SHIJIN LI	80012	NGUYEN, Q/LI, S	80012-301800	NOT APPLICABLE	22C1278	\$18,141.19
70869214	02/10/2025	V000085	TOM WALKER	220	TC SOLID WASTE M	4045-53210	TC/RB LANDFILL M	MISCELLANEOUS EXPENSE	\$100.00
70869215	02/10/2025	134948	UBEO MIDCO LLC	101	GENERAL FUND	2073-53170	PUB GUARDIAN / P	MAINTENANCE OF EQUIPMENT	\$98.51
70869216	02/10/2025	134948	UBEO MIDCO LLC	527	TC TRANS COMM AD	3033-53220	TCTC PLANNING	TCTC LEASE AGREEMENT	\$269.91
70869217	02/10/2025	117977	US BANK CORP PAYMENT SYSTEM	326	CALCARD	326-301800	NOT APPLICABLE	4246 0445 5565 1011	\$23,568.59
70869218	02/10/2025	117079	VERIZON WIRELESS	101	GENERAL FUND	2073-53120	PUB GUARDIAN / P	770720905-00036	\$271.21

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70869219	02/10/2025	136143	VESTIS SERVICES LLC	106	PUBLIC SAFETY	2028-53230	AUTO SHOP	PROFESSIONAL/SPECIAL SERV	\$81.36
70869220	02/10/2025	101821	WALKER PRINTING	257	TC IHSS PUBLIC A	5101-53220	TC IHSS PUBLIC A	OFFICE EXPENSE	\$60.00
70869221	02/10/2025	109428	WEST PAYMENT CENTER	101	GENERAL FUND	1031-53230	COUNTY COUNSEL	1000271237/8514176685	\$636.64
70869222	02/10/2025	113681	WORLD TELECOM INC	101	GENERAL FUND	2073-53170	PUB GUARDIAN / P	MAINTENANCE OF EQUIPMENT	\$46.27
70869223	02/11/2025	102863	AIRGAS	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	9500893236	\$144.82
70869225	02/11/2025	132709	ALSCO GEYER IRRIGATION INC	105	FIRE FUND	2042-53180	FIRE SCH C VOL	MTCE STRUCT-IMPRV-GROUNDS	\$48.33
70869226	02/11/2025	103939	AT&T	102	ROAD FUND	3011-53120	ROAD DEPARTMENT	9391032846	\$150.77
70869227	02/11/2025	127773	CALIFORNIA STATE LANDS COMMISS	102	ROAD FUND	3011-53230	ROAD DEPARTMENT	PROFESSIONAL/SPECIAL SERV	\$151.90
70869228	02/11/2025	134009	CALIFORNIA SURVEYING & DRAFTIN	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	MAINTENANCE OF EQUIPMENT	\$2,046.66
70869229	02/11/2025	100321	CAPITOL CLUTCH	105	FIRE FUND	2042-53170	FIRE SCH C VOL	MAINTENANCE OF EQUIPMENT	\$334.65
70869230	02/11/2025	V000231	CARMEN VICUNA	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	REIMB LIVE SCAN	\$89.00
70869231	02/11/2025	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	1021-53170	AUDITOR CONTROLL	157PA24 01/01/25-01/31/2025	\$464.66
70869231	02/11/2025	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	1021-53170	AUDITOR CONTROLL	296PA24 01/01/25-01/31/25	\$95.63
70869231	02/11/2025	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	2061-53220	AGRICULTURE COMM	OFFICE EXPENSE	\$49.21
70869231	02/11/2025	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	2078-53220	DIV OF ANIMAL SE	OFFICE EXPENSE	\$22.69
70869232	02/11/2025	100375	CITY OF CORNING	101	GENERAL FUND	7031-53300	CORNING VETERANS	01/02/25-02/03/25	\$205.50
70869233	02/11/2025	100376	CITY OF RED BLUFF	112	HEALTH SERVICES	40121-53280	PUBLIC HEALTH	SPECIAL DEPARTMENTAL EXP	\$460.00
70869234	02/11/2025	122041	COMCAST	108	SOCIAL SERVICES	5013-53120	SOCIAL SERVICES	COMMUNICATIONS	\$534.15

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70869235	02/11/2025	130737	DANA HOLLMER	101	GENERAL FUND	1052-53280	ELECTIONS	ELECTION	\$178.98
70869236	02/11/2025	119494	DENNIS LEIS	101	GENERAL FUND	5062-53170	COMMUNITY ACTION	NISSAN PO 33169	\$739.09
70869237	02/11/2025	117602	DEPT OF FORESTRY & FIRE PROTEC	105	FIRE FUND	2044-55521	FIRE STATE CONTR	STATE FIRE SCH "A"	\$748,268.90
70869237	02/11/2025	117602	DEPT OF FORESTRY & FIRE PROTEC	105	FIRE FUND	2044-55522	FIRE STATE CONTR	SCHEDULE A SUPP "A"-4144	\$4,554.31
70869238	02/11/2025	T00272	DONALD & SHELLIE RILEY	307	CURRENT YEAR SEC	307-301800	NOT APPLICABLE	025-180-0121-000 2023	\$992.53
70869238	02/11/2025	T00272	DONALD & SHELLIE RILEY	307	CURRENT YEAR SEC	307-301800	NOT APPLICABLE	025-180-021-000 2024	\$2,348.75
70869238	02/11/2025	T00272	DONALD & SHELLIE RILEY	307	CURRENT YEAR SEC	307-301800	NOT APPLICABLE	025180021 2023 5151 INT ADJUST	\$34.88
70869239	02/11/2025	120720	DS SERVICES OF AMERICA INC	603	TC FLOOD CTRL/WA	60310-53220	TC FLOOD CTRL/WA	OFFICE EXPENSE	\$22.59
70869240	02/11/2025	135872	EAGLE PRINT DYNAMICS	101	GENERAL FUND	2061-53280	AGRICULTURE COMM	SPECIAL DEPARTMENTAL EXP	\$108.16
70869241	02/11/2025	V000232	EMILY VICUNA	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	REIMB LIVE SCAN	\$89.00
70869242	02/11/2025	113434	FEDEX	108	SOCIAL SERVICES	5013-53220	SOCIAL SERVICES	OFFICE EXPENSE	\$39.21
70869242	02/11/2025	113434	FEDEX	108	SOCIAL SERVICES	5013-55400	SOCIAL SERVICES	SUPPORT & CARE OF PERSONS	\$101.92
70869242	02/11/2025	113434	FEDEX	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT AND CARE - OTHER	\$50.78
70869242	02/11/2025	113434	FEDEX	605	TC SANITATION DI	60510-53170	TC SANITATION DI	MAINTENANCE OF EQUIPMENT	\$200.20
70869243	02/11/2025	100668	GAGER DISTRIBUTING INC	101	GENERAL FUND	2078-53140	DIV OF ANIMAL SE	HOUSEHOLD EXPENSE	\$464.20
70869244	02/11/2025	V000222	GENERAL LOGISTICS SYSTEMS US I	101	GENERAL FUND	1031-53220	COUNTY COUNSEL	OFFICE EXPENSE	\$10.70
70869245	02/11/2025	113113	GREEN WASTE OF TEHAMA	102	ROAD FUND	3011-53280	ROAD DEPARTMENT	SPECIAL DEPARTMENTAL EXP	\$395.35

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70869246	02/11/2025	115028	HILL'S PET NUTRITION SALES INC	101	GENERAL FUND	2078-53280	DIV OF ANIMAL SE	SPECIAL DEPARTMENTAL EXP	\$614.05
70869247	02/11/2025	109197	HIS IDEAS INC	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	PROFESSIONAL/SPECIAL SERV	\$50,099.47
70869248	02/11/2025	112395	HOME DEPOT CREDIT SERVICES	101	GENERAL FUND	1074-53140	FACILITIES MAINT	6035 3225 3252 3531	\$27.91
70869248	02/11/2025	112395	HOME DEPOT CREDIT SERVICES	101	GENERAL FUND	1074-53180	FACILITIES MAINT	6035 3225 3252 3531	(\$36.09)
70869248	02/11/2025	112395	HOME DEPOT CREDIT SERVICES	101	GENERAL FUND	1074-53210	FACILITIES MAINT	6035 3225 3252 3531	\$686.29
70869248	02/11/2025	112395	HOME DEPOT CREDIT SERVICES	101	GENERAL FUND	1074-532321	FACILITIES MAINT	6035 3225 3252 3531	\$146.95
70869248	02/11/2025	112395	HOME DEPOT CREDIT SERVICES	101	GENERAL FUND	2078-53280	DIV OF ANIMAL SE	SPECIAL DEPARTMENTAL EXP	\$931.50
70869248	02/11/2025	112395	HOME DEPOT CREDIT SERVICES	105	FIRE FUND	2042-53170	FIRE SCH C VOL	MAINTENANCE OF EQUIPMENT	\$24.69
70869248	02/11/2025	112395	HOME DEPOT CREDIT SERVICES	105	FIRE FUND	2042-53180	FIRE SCH C VOL	MTCE STRUCT-IMPRV-GROUNDS	\$205.57
70869249	02/11/2025	112395	HOME DEPOT CREDIT SERVICES	102	ROAD FUND	3011-53280	ROAD DEPARTMENT	SPECIAL DEPARTMENTAL EXP	\$109.67
70869250	02/11/2025	136121	HUNT & SONS LLC	101	GENERAL FUND	2061-53291	AGRICULTURE COMM	6095/351367	\$559.55
70869250	02/11/2025	136121	HUNT & SONS LLC	101	GENERAL FUND	5062-53291	COMMUNITY ACTION	CAA ACCT 6238	\$69.86
70869250	02/11/2025	136121	HUNT & SONS LLC	102	ROAD FUND	3011-53291	ROAD DEPARTMENT	TRANSPORTATION EXPENSE	\$9,979.70
70869250	02/11/2025	136121	HUNT & SONS LLC	105	FIRE FUND	2042-53291	FIRE SCH C VOL	6014/351339	\$3,441.90
70869250	02/11/2025	136121	HUNT & SONS LLC	108	SOCIAL SERVICES	5013-53291	SOCIAL SERVICES	6041/969399	\$2,167.59

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70869250	02/11/2025	136121	HUNT & SONS LLC	116	SENIOR NUTRITION	5063-53291	SENIOR NUTRITION	MOW ACCT 6238	\$18.49
70869252	02/11/2025	130113	IC SOLUTIONS	510	PRISONERS WELFAR	51010-53120	PRISONERS WELFAR	COMMUNICATIONS	\$2,096.48
70869253	02/11/2025	V000230	JOSHIAH VICUNA	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	REIMB LIVE SCAN	\$89.00
70869254	02/11/2025	108299	KEEFE COMMISSARY NETWORK	510	PRISONERS WELFAR	51010-53130	PRISONERS WELFAR	FOOD	\$1,460.28
70869255	02/11/2025	106774	KIMBALL-MIDWEST	105	FIRE FUND	2042-53170	FIRE SCH C VOL	MAINTENANCE OF EQUIPMENT	\$591.48
70869256	02/11/2025	109301	KLEIN EQUIPMENT SERVICES	105	FIRE FUND	2042-53170	FIRE SCH C VOL	MAINTENANCE OF EQUIPMENT	\$301.39
70869257	02/11/2025	133998	KUPERS AUTOMOTIVE REPAIR	101	GENERAL FUND	1025-53210	PURCHASING	MULTIPLE MONTHS BILLEDINVOICES	\$595.92
70869258	02/11/2025	106271	LANGUAGE LINE SERVICES INC	108	SOCIAL SERVICES	5013-53120	SOCIAL SERVICES	Agreement 61-1997 for 01/25	\$209.13
70869258	02/11/2025	106271	LANGUAGE LINE SERVICES INC	112	HEALTH SERVICES	40121-53120	PUBLIC HEALTH	Agreement 61-1997 for 01/25	\$13.25
70869258	02/11/2025	106271	LANGUAGE LINE SERVICES INC	112	HEALTH SERVICES	40131-53120	MENTAL HEALTH	Agreement 61-1997 for 01/25	\$40.69
70869259	02/11/2025	135844	LENDERS CONSTRUCTION SERVICES	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	PROFESSION/SPEC OTHER	\$6,145.00
70869260	02/11/2025	103809	LOS MOLINOS COMMUNITY SERVICES	105	FIRE FUND	2042-53300	FIRE SCH C VOL	UTILITIES	\$14.00
70869261	02/11/2025	100957	LOS MOLINOS HARDWARE	102	ROAD FUND	3011-53140	ROAD DEPARTMENT	HOUSEHOLD EXPENSE	\$68.62
70869261	02/11/2025	100957	LOS MOLINOS HARDWARE	102	ROAD FUND	3011-53220	ROAD DEPARTMENT	OFFICE EXPENSE	\$32.17
70869262	02/11/2025	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	MEDICAL/DENTAL LAB SUPPLY	\$611.50

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70869262	02/11/2025	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-53280	DIV OF ANIMAL SE	SPECIAL DEPARTMENTAL EXP	\$2,066.84
70869262	02/11/2025	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-532807	DIV OF ANIMAL SE	ANIMAL MEDS & SVC	\$513.27
70869263	02/11/2025	106129	NATIONAL FIRE PROTECTION ASSN	105	FIRE FUND	2042-53230	FIRE SCH C VOL	PROFESSIONAL/SPECIAL SERV	\$149.99
70869264	02/11/2025	101170	NORTH MAIN EQUIPMENT	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	MAINTENANCE OF EQUIPMENT	\$150.50
70869265	02/11/2025	101164	NORTHERN CALIFORNIA GLOVES	102	ROAD FUND	3011-532801	ROAD DEPARTMENT	SHOP SUPPLIES EXPENSE	\$37.71
70869266	02/11/2025	104757	OFFICE DEPOT (BUSINESS SVCS DI	105	FIRE FUND	2042-53220	FIRE SCH C VOL	OFFICE EXPENSE	\$58.31
70869266	02/11/2025	104757	OFFICE DEPOT (BUSINESS SVCS DI	113	CHILD SUPPORT	5015-53220	CHILD SUPPORT SE	OFFICE EXPENSE	\$52.23
70869267	02/11/2025	133323	OFFICE THREE SIXTY INC	101	GENERAL FUND	2078-53140	DIV OF ANIMAL SE	HOUSEHOLD EXPENSE	\$93.77
70869267	02/11/2025	133323	OFFICE THREE SIXTY INC	101	GENERAL FUND	2078-53220	DIV OF ANIMAL SE	OFFICE EXPENSE	\$55.73
70869268	02/11/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	1073-53303	GENERAL SERVICES	12/20/24-01/02/25	\$26.16
70869268	02/11/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	7031-53300	CORNING VETERANS	12/26/2024-01/26/2025	\$770.58
70869268	02/11/2025	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	1149860088-8	\$100.25
70869268	02/11/2025	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	2474242502-8	\$306.83
70869268	02/11/2025	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	3356470731-4	\$332.83
70869269	02/11/2025	124601	PETERSON POWER SYSTEMS	106	PUBLIC SAFETY	2027-53170	SHERIFF	MAINTENANCE OF EQUIPMENT	\$980.48
70869270	02/11/2025	101276	PETERSON TRACTOR	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	MAINTENANCE OF EQUIPMENT	\$546.20
70869271	02/11/2025	102968	SANTIAGO VICUNA	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	REIMB LIVE SCAN	\$89.00
70869273	02/11/2025	101757	TRIPLE R GAS	105	FIRE FUND	2042-53250	FIRE SCH C VOL	RENT/LEASE OF EQUIPMENT	\$180.00

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70869273	02/11/2025	101757	TRIPLE R GAS	105	FIRE FUND	2042-53300	FIRE SCH C VOL	UTILITIES	\$768.73
70869274	02/11/2025	128817	TYLER A LANHAM	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	MAINTENANCE OF EQUIPMENT	\$325.00
70869275	02/11/2025	101798	VALLEY VETERINARY CLINIC	101	GENERAL FUND	2078-53230	DIV OF ANIMAL SE	PROFESSIONAL/SPECIAL SERV	\$6,180.00
70869275	02/11/2025	101798	VALLEY VETERINARY CLINIC	101	GENERAL FUND	2078-532807	DIV OF ANIMAL SE	ANIMAL MEDS & SVC	\$1,783.83
70869276	02/11/2025	117079	VERIZON WIRELESS	101	GENERAL FUND	2078-53120	DIV OF ANIMAL SE	ACCT 742624470-00001	\$38.01
70869277	02/11/2025	136143	VESTIS SERVICES LLC	102	ROAD FUND	3011-53110	ROAD DEPARTMENT	CLOTHING & PERSONNEL SUPP	\$44.95
70869277	02/11/2025	136143	VESTIS SERVICES LLC	102	ROAD FUND	3011-53140	ROAD DEPARTMENT	HOUSEHOLD EXPENSE	\$24.11
70869277	02/11/2025	136143	VESTIS SERVICES LLC	102	ROAD FUND	3011-532801	ROAD DEPARTMENT	SHOP SUPPLIES EXPENSE	\$22.70
70869278	02/11/2025	102610	WASTE MANAGEMENT CORPORATE SER	105	FIRE FUND	2042-53140	FIRE SCH C VOL	4-02056-55000	\$58.36
70869279	02/11/2025	109428	WEST PAYMENT CENTER	113	CHILD SUPPORT	5015-53200	CHILD SUPPORT SE	MEMBERSHIPS & DUES	\$126.86
70869280	02/11/2025	101232	PACIFIC GAS & ELECTRIC	102	ROAD FUND	3011-53300	ROAD DEPARTMENT	4264120917-8	\$424.42
70869281	02/11/2025	108794	POSTMASTER	108	SOCIAL SERVICES	5013-53220	SOCIAL SERVICES	OFFICE EXPENSE	\$500.00
70869282	02/12/2025	133275	ALSCO-GEYER IRRIGATION INC	106	PUBLIC SAFETY	2035-53170	DAY REPORTING CE	ACCT 304052	\$117.12
70869283	02/12/2025	V000153	ANTONIO GUARDADO	106	PUBLIC SAFETY	2037-53290	PROBATION	971508178;971508178; PO356341	\$3,146.00
70869283	02/12/2025	V000153	ANTONIO GUARDADO	106	PUBLIC SAFETY	2037-53290	PROBATION	CONF 971510210;971510304	\$2,420.00
70869283	02/12/2025	V000153	ANTONIO GUARDADO	106	PUBLIC SAFETY	2037-53290	PROBATION	JUV CORRECT 3/12-4/11 PO356341	\$876.00
70869283	02/12/2025	V000153	ANTONIO GUARDADO	106	PUBLIC SAFETY	2037-53290	PROBATION	JUV CORRECT PER DIEM 3/12-4/11	\$611.00
70869284	02/12/2025	103939	AT&T	101	GENERAL FUND	1074-53120	FACILITIES MAINT	9391032918	\$31.53
70869285	02/12/2025	113573	AT&T U-VERSE	101	GENERAL FUND	1073-53120	GENERAL SERVICES	332446742	\$181.90
70869287	02/12/2025	107169	BAY ALARM	106	PUBLIC SAFETY	2032-53250	JAIL	RENT/LEASE OF EQUIPMENT	\$585.00

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70869289	02/12/2025	130646	BIG ROOM TESTING, LLC	106	PUBLIC SAFETY	2037-53190	PROBATION	MEDICAL/DENTAL LAB SUPPLY	\$2,004.00
70869290	02/12/2025	122025	BIMBO BAKERIES USA	106	PUBLIC SAFETY	2032-53130	JAIL	FOOD	\$144.00
70869290	02/12/2025	122025	BIMBO BAKERIES USA	106	PUBLIC SAFETY	2035-53130	DAY REPORTING CE	FOOD	\$126.50
70869291	02/12/2025	100502	CALIFORNIA NEWSPAPERS PARTNERS	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	ACCT 3521597	\$275.72
70869292	02/12/2025	136368	CAROL HARRIS	106	PUBLIC SAFETY	2037-53290	PROBATION	971508178;971508407; PO356343	\$3,146.00
70869292	02/12/2025	136368	CAROL HARRIS	106	PUBLIC SAFETY	2037-53290	PROBATION	JUVCORREC 3/12-4/11/25PO356342	\$3,031.00
70869292	02/12/2025	136368	CAROL HARRIS	106	PUBLIC SAFETY	2037-53290	PROBATION	JUVCORREC3/12-4/11/25PO356343	\$876.00
70869293	02/12/2025	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	1023-53220	ASSESSOR	OFFICE EXPENSE	\$21.06
70869293	02/12/2025	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	1026-53170	TAX COLLECTOR	MAINTENANCE OF EQUIPMENT	\$20.17
70869293	02/12/2025	142466	CARREL'S OFFICE MACHINES	106	PUBLIC SAFETY	2035-53170	DAY REPORTING CE	MAINTENANCE OF EQUIPMENT	\$59.46
70869293	02/12/2025	142466	CARREL'S OFFICE MACHINES	106	PUBLIC SAFETY	2036-53170	JUVENILE HALL	MAINTENANCE OF EQUIPMENT	\$180.49
70869293	02/12/2025	142466	CARREL'S OFFICE MACHINES	106	PUBLIC SAFETY	2037-53230	PROBATION	PROFESSIONAL/SPECIAL SERV	\$261.29
70869294	02/12/2025	111127	CHARTER COMMUNICATIONS	101	GENERAL FUND	1073-53120	GENERAL SERVICES	COMMUNICATIONS	\$450.00
70869294	02/12/2025	111127	CHARTER COMMUNICATIONS	106	PUBLIC SAFETY	2035-53120	DAY REPORTING CE	176982501020125	\$733.73
70869294	02/12/2025	111127	CHARTER COMMUNICATIONS	106	PUBLIC SAFETY	2036-53120	JUVENILE HALL	176978701020125	\$299.29
70869294	02/12/2025	111127	CHARTER COMMUNICATIONS	106	PUBLIC SAFETY	2037-53120	PROBATION	176978401020125	\$2.28

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70869295	02/12/2025	100376	CITY OF RED BLUFF	106	PUBLIC SAFETY	2035-53300	DAY REPORTING CE	UTILITIES	\$30.51
70869295	02/12/2025	100376	CITY OF RED BLUFF	106	PUBLIC SAFETY	2036-53300	JUVENILE HALL	UTILITIES	\$483.45
70869296	02/12/2025	109997	DEPT OF JUSTICE	418	SHERIFF DOJ SERV	418-301800	NOT APPLICABLE	FUND BALANCE	\$2,756.00
70869297	02/12/2025	120720	DS SERVICES OF AMERICA INC	712	TEHAMA MAJOR CRI	71210-53230	TEHAMA MAJOR CRI	PROFESSIONAL/SPECIAL SERV	\$194.90
70869298	02/12/2025	118866	EARTHGRAINS BAKING COMPANIES I	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	FOOD	\$442.58
70869299	02/12/2025	131442	EUGENE RICHARD LEFDAL JR	106	PUBLIC SAFETY	2036-53230	JUVENILE HALL	PROFESSIONAL/SPECIAL SERV	\$87.50
70869300	02/12/2025	135339	FILTERBUY INC	108	SOCIAL SERVICES	5013-53140	SOCIAL SERVICES	HOUSEHOLD EXPENSE	\$489.51
70869301	02/12/2025	142511	GRAINGER INC	106	PUBLIC SAFETY	2027-53800	SHERIFF	INTERNAL ASSETS	\$4,289.47
70869301	02/12/2025	142511	GRAINGER INC	106	PUBLIC SAFETY	2037-53170	PROBATION	9392700705/830621579	\$70.90
70869301	02/12/2025	142511	GRAINGER INC	108	SOCIAL SERVICES	5013-53140	SOCIAL SERVICES	HOUSEHOLD EXPENSE	\$20.12
70869302	02/12/2025	125072	GREEN DOT TRANSPORTATION SOLUT	527	TC TRANS COMM AD	3033-53230	TCTC PLANNING	PROFESSIONAL/SPECIAL SERV	\$3,773.00
70869303	02/12/2025	113244	GREEN WASTE OF TEHAMA	106	PUBLIC SAFETY	2036-53140	JUVENILE HALL	1718610U018-02/01/25	\$377.75
70869304	02/12/2025	112395	HOME DEPOT CREDIT SERVICES	605	TC SANITATION DI	60510-53140	TC SANITATION DI	HOUSEHOLD EXPENSE	\$26.60
70869304	02/12/2025	112395	HOME DEPOT CREDIT SERVICES	605	TC SANITATION DI	60510-53180	TC SANITATION DI	MTCE STRUCT-IMPRV-GROUNDS	\$65.43
70869304	02/12/2025	112395	HOME DEPOT CREDIT SERVICES	605	TC SANITATION DI	60510-53270	TC SANITATION DI	SMALL TOOLS & INSTRUMENTS	\$160.18
70869305	02/12/2025	136121	HUNT & SONS LLC	101	GENERAL FUND	1023-53291	ASSESSOR	6097/351369	\$71.99
70869305	02/12/2025	136121	HUNT & SONS LLC	101	GENERAL FUND	2072-53291	SHERIFF - CORONE	6038/351347	\$343.18

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70869305	02/12/2025	136121	HUNT & SONS LLC	101	GENERAL FUND	2075-53291	OFFICE OF EMERG	6038/351347	\$154.40
70869305	02/12/2025	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2023-53291	BAILIFF	6038/351347	\$337.45
70869305	02/12/2025	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2027-53291	SHERIFF	6038/351347	\$9,738.75
70869305	02/12/2025	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2031-53291	WORK FARM	6038/351347	\$75.14
70869305	02/12/2025	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2032-53291	JAIL	6038/351347	\$1,584.83
70869305	02/12/2025	136121	HUNT & SONS LLC	116	SENIOR NUTRITION	5063-53291	SENIOR NUTRITION	351345 1/31/25	\$418.13
70869306	02/12/2025	115303	INTERSTATE OIL COMPANY	106	PUBLIC SAFETY	2028-53170	AUTO SHOP	MAINTENANCE OF EQUIPMENT	\$1,303.37
70869307	02/12/2025	125646	JAMES MIKE PHILLIPS	105	FIRE FUND	2042-53230	FIRE SCH C VOL	PROFESSIONAL/SPECIAL SERV	\$1,475.00
70869308	02/12/2025	101699	JOHN W CORNELISON DBA	106	PUBLIC SAFETY	2035-53170	DAY REPORTING CE	MAINTENANCE OF EQUIPMENT	\$52.86
70869308	02/12/2025	101699	JOHN W CORNELISON DBA	106	PUBLIC SAFETY	2037-53170	PROBATION	MAINTENANCE OF EQUIPMENT	\$7.56
70869309	02/12/2025	135844	LENDERS CONSTRUCTION SERVICES	103	CAPITAL OUTLAY	1081-57586	PLANT ACQUISITIO	PHASE 2 CONSTRUCTION JAIL	\$132,545.00
70869310	02/12/2025	132936	MAIN STREET CAR WASH	106	PUBLIC SAFETY	2035-53170	DAY REPORTING CE	MAINTENANCE OF EQUIPMENT	\$7.00
70869312	02/12/2025	124624	MEDICAL DIAGNOSTIC LABORATORIE	106	PUBLIC SAFETY	2036-53190	JUVENILE HALL	MEDICAL/DENTAL LAB SUPPLY	\$149.50
70869313	02/12/2025	122656	MEGABYTE SYSTEMS INC	101	GENERAL FUND	1073-531702	GENERAL SERVICES	MEGABYTE	\$9,482.48
70869314	02/12/2025	124871	MEYERS POLICE K-9 TRAINING LLC	106	PUBLIC SAFETY	2037-53290	PROBATION	EMPLOYEE TRAVEL/TRAINING	\$400.00
70869315	02/12/2025	134890	NETWORK COMMUNICATIONS	106	PUBLIC SAFETY	2036-53120	JUVENILE HALL	JAN 2025	\$990.08
70869316	02/12/2025	116981	NORCAL PRESORT	101	GENERAL FUND	1023-53220	ASSESSOR	OFFICE EXPENSE	\$398.27
70869317	02/12/2025	123562	OBSIDIAN	106	PUBLIC SAFETY	2027-53170	SHERIFF	MONTHLY DUO SERVICES FEB 2025	\$455.00

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70869318	02/12/2025	123562	OBSIDIAN	527	TC TRANS COMM AD	3033-53230	TCTC PLANNING	FEBRUARY 2025	\$1,810.57
70869319	02/12/2025	113380	OFFICE DEPOT	108	SOCIAL SERVICES	5013-53220	SOCIAL SERVICES	89517192/41084177001	\$130.17
70869319	02/12/2025	113380	OFFICE DEPOT	108	SOCIAL SERVICES	5013-53220	SOCIAL SERVICES	89517192/410843177001	\$15.21
70869320	02/12/2025	104757	OFFICE DEPOT (BUSINESS SVCS DI	101	GENERAL FUND	1014-53220	COUNTY ADMINISTR	OFFICE EXPENSE	\$17.48
70869320	02/12/2025	104757	OFFICE DEPOT (BUSINESS SVCS DI	101	GENERAL FUND	1025-53220	PURCHASING	OFFICE EXPENSE	\$9.25
70869320	02/12/2025	104757	OFFICE DEPOT (BUSINESS SVCS DI	107	RISK MANAGEMENT	1101-53220	RISK MANAGEMENT	OFFICE EXPENSE	\$24.68
70869321	02/12/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	1073-5330014	GENERAL SERVICES	9679240410-3	\$459.87
70869321	02/12/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	1076-53300	PROPERTY PLANNIN	1141711599-2	\$31.67
70869321	02/12/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	1076-53300	PROPERTY PLANNIN	2319970735-9	\$662.74
70869321	02/12/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	1076-53300	PROPERTY PLANNIN	3517799713-3	\$663.72
70869321	02/12/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	7021-53300	PARKS & RECREATI	3070483722-5	\$70.52
70869322	02/12/2025	101241	PAINT MARTS	101	GENERAL FUND	1074-53180	FACILITIES MAINT	MTCE STRUCT-IMPRV-GROUNDS	\$22.38
70869323	02/12/2025	108185	PRODUCERS DAIRY FOODS INC	106	PUBLIC SAFETY	2032-53130	JAIL	FOOD	\$564.60
70869323	02/12/2025	108185	PRODUCERS DAIRY FOODS INC	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	517115/59055269	\$111.54
70869323	02/12/2025	108185	PRODUCERS DAIRY FOODS INC	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	692071/59055266	\$21.62
70869323	02/12/2025	108185	PRODUCERS DAIRY FOODS INC	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	692071/59055267	\$132.47
70869323	02/12/2025	108185	PRODUCERS DAIRY FOODS INC	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	692071/59064581	\$89.64

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70869323	02/12/2025	108185	PRODUCERS DAIRY FOODS INC	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	692071/59064587	\$146.68
70869323	02/12/2025	108185	PRODUCERS DAIRY FOODS INC	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	71711/59064591	\$266.28
70869323	02/12/2025	108185	PRODUCERS DAIRY FOODS INC	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	717115/59055268	\$168.16
70869323	02/12/2025	108185	PRODUCERS DAIRY FOODS INC	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	717115/59064589	\$212.40
70869324	02/12/2025	113400	R & R QUALITY MEATS	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	FOOD	\$1,947.53
70869325	02/12/2025	104373	RED BLUFF CHAMBER OF COMMERCE	101	GENERAL FUND	1091-53230	ADVERTISING.COMM	PO 428786	\$2,608.00
70869326	02/12/2025	134907	SHASTA-TEHAMA-TRINITY JOINT	106	PUBLIC SAFETY	2036-53230	JUVENILE HALL	STEP UP PROGRAM 1/1/25-1/31/25	\$2,729.15
70869327	02/12/2025	101509	SHELBY'S PEST CONTROL INC	108	SOCIAL SERVICES	5013-53180	SOCIAL SERVICES	MTCE STRUCT-IMPRV-GROUNDS	\$115.00
70869329	02/12/2025	131147	STEVE WESTABY	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	FOOD	\$308.00
70869332	02/12/2025	115214	PAPE' TRUCKS INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	MAINTENANCE OF EQUIPMENT	\$1,442.02
70869332	02/12/2025	115214	PAPE' TRUCKS INC	102	ROAD FUND	3011-53280	ROAD DEPARTMENT	SPECIAL DEPARTMENTAL EXP	\$93.79
70869333	02/12/2025	134948	UBEO MIDCO LLC	101	GENERAL FUND	5060-53170	VETERANS SERVICE	MAINTENANCE OF EQUIPMENT	\$231.31
70869333	02/12/2025	134948	UBEO MIDCO LLC	108	SOCIAL SERVICES	5013-53170	SOCIAL SERVICES	2/1-25/2025	\$25.66
70869333	02/12/2025	134948	UBEO MIDCO LLC	108	SOCIAL SERVICES	5013-53170	SOCIAL SERVICES	JAN 2025	\$1,180.56
70869334	02/12/2025	107651	VALLEY WEST ACE HARDWARE	105	FIRE FUND	2042-53170	FIRE SCH C VOL	MAINTENANCE OF EQUIPMENT	\$9.20
70869334	02/12/2025	107651	VALLEY WEST ACE HARDWARE	105	FIRE FUND	2042-53180	FIRE SCH C VOL	MTCE STRUCT-IMPRV-GROUNDS	\$6.00

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70869334	02/12/2025	107651	VALLEY WEST ACE HARDWARE	105	FIRE FUND	2042-53270	FIRE SCH C VOL	SMALL TOOLS & INSTRUMENTS	\$16.09
70869335	02/12/2025	117079	VERIZON WIRELESS	106	PUBLIC SAFETY	2037-53120	PROBATION	COMMUNICATIONS	\$152.04
70869336	02/12/2025	101821	WALKER PRINTING	108	SOCIAL SERVICES	5013-53220	SOCIAL SERVICES	OFFICE EXPENSE	\$37.54
70869337	02/12/2025	113681	WORLD TELECOM INC	106	PUBLIC SAFETY	2036-53230	JUVENILE HALL	PROFESSIONAL/SPECIAL SERV	\$2,237.50
70869339	02/13/2025	119080	ABC LEGAL SERVICES INC	113	CHILD SUPPORT	5015-53280	CHILD SUPPORT SE	108957	\$68.50
70869340	02/13/2025	133275	ALSCO-GEYER IRRIGATION INC	106	PUBLIC SAFETY	2031-53170	WORK FARM	MAINTENANCE OF EQUIPMENT	\$26.86
70869341	02/13/2025	T00275	AMANDA TAYLOR	421	TAX COLLECTOR TR	421-301311	NOT APPLICABLE	061400040000 2024	\$57.05
70869342	02/13/2025	T00274	ANGEL RANCH LAND AND CATTLE LL	421	TAX COLLECTOR TR	421-301311	NOT APPLICABLE	021150001000 2024	\$1,017.64
70869343	02/13/2025	101233	AT&T	112	HEALTH SERVICES	40121-53120	PUBLIC HEALTH	248 134 4942 506 3	\$4.43
70869343	02/13/2025	101233	AT&T	112	HEALTH SERVICES	40121-53120	PUBLIC HEALTH	248 134 6854 604 7	\$4.43
70869343	02/13/2025	101233	AT&T	112	HEALTH SERVICES	40131-53120	MENTAL HEALTH	248 134 3208 295 4	\$8.60
70869344	02/13/2025	103939	AT&T	101	GENERAL FUND	6021-53120	LIBRARY	9391032845	\$60.02
70869344	02/13/2025	103939	AT&T	101	GENERAL FUND	7033-53120	RED BLUFF VETERA	9391032913	\$78.51
70869344	02/13/2025	103939	AT&T	106	PUBLIC SAFETY	2032-53120	JAIL	9391065808	\$193.74
70869344	02/13/2025	103939	AT&T	112	HEALTH SERVICES	40121-53120	PUBLIC HEALTH	9391032958	\$22.42
70869344	02/13/2025	103939	AT&T	112	HEALTH SERVICES	40131-53120	MENTAL HEALTH	9391032829	\$155.55
70869344	02/13/2025	103939	AT&T	112	HEALTH SERVICES	40131-53120	MENTAL HEALTH	9391032958	\$8.08
70869344	02/13/2025	103939	AT&T	112	HEALTH SERVICES	40171-53120	DRUG & ALCOHOL	9391032958	\$8.07
70869344	02/13/2025	103939	AT&T	112	HEALTH SERVICES	40251-53120	CLINIC SERVICES	9391032912	\$47.21

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70869346	02/13/2025	117161	AT&T MOBILITY/CINGULAR WIRELES	712	TEHAMA MAJOR CRI	71210-53120	TEHAMA MAJOR CRI	834696643	\$542.63
70869347	02/13/2025	113573	AT&T U-VERSE	112	HEALTH SERVICES	40121-53120	PUBLIC HEALTH	331443205	\$76.91
70869347	02/13/2025	113573	AT&T U-VERSE	112	HEALTH SERVICES	40131-53120	MENTAL HEALTH	331443205	\$27.71
70869347	02/13/2025	113573	AT&T U-VERSE	112	HEALTH SERVICES	40171-53120	DRUG & ALCOHOL	331443205	\$27.71
70869348	02/13/2025	133289	BENEFIT COORDINATORS CORP-BCC	211	DENTAL INSURANCE	1112-53150	DENTAL	JAN 25 CLAIMS	\$59,715.30
70869348	02/13/2025	133289	BENEFIT COORDINATORS CORP-BCC	211	DENTAL INSURANCE	1112-53230	DENTAL	6.7% ADMIN FEE	\$4,000.93
70869348	02/13/2025	133289	BENEFIT COORDINATORS CORP-BCC	213	VISION	1113-53150	VISION	JAN 2025 CLAIMS	\$8,134.85
70869348	02/13/2025	133289	BENEFIT COORDINATORS CORP-BCC	213	VISION	1113-53230	VISION	8.5% ADMIN FEE	\$691.46
70869349	02/13/2025	122025	BIMBO BAKERIES USA	106	PUBLIC SAFETY	2032-53130	JAIL	FOOD	\$144.00
70869350	02/13/2025	118030	BRAKE PARTS SUPPLY	106	PUBLIC SAFETY	2028-53170	AUTO SHOP	MAINTENANCE OF EQUIPMENT	\$1,895.57
70869351	02/13/2025	100502	CALIFORNIA NEWSPAPERS PARTNERS	113	CHILD SUPPORT	5015-53230	CHILD SUPPORT SE	3757915/0001436680	\$500.00
70869352	02/13/2025	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	7033-53220	RED BLUFF VETERA	OFFICE EXPENSE	\$36.89
70869353	02/13/2025	V000192	CENTER FOR COGNITION AND COMPA	106	PUBLIC SAFETY	2026-53221	PUBLIC DEFENDER	22JU000046	\$9,587.50
70869354	02/13/2025	111127	CHARTER COMMUNICATIONS	106	PUBLIC SAFETY	2027-53120	SHERIFF	COMMUNICATIONS	\$694.73
70869354	02/13/2025	111127	CHARTER COMMUNICATIONS	106	PUBLIC SAFETY	2028-53120	AUTO SHOP	COMMUNICATIONS	\$104.98

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70869354	02/13/2025	111127	CHARTER COMMUNICATIONS	106	PUBLIC SAFETY	2032-53120	JAIL	COMMUNICATIONS	\$2,058.70
70869354	02/13/2025	111127	CHARTER COMMUNICATIONS	112	HEALTH SERVICES	40121-53120	PUBLIC HEALTH	COMMUNICATIONS	\$666.48
70869354	02/13/2025	111127	CHARTER COMMUNICATIONS	112	HEALTH SERVICES	40131-53120	MENTAL HEALTH	COMMUNICATIONS	\$1,877.47
70869354	02/13/2025	111127	CHARTER COMMUNICATIONS	112	HEALTH SERVICES	40171-53120	DRUG & ALCOHOL	COMMUNICATIONS	\$658.73
70869354	02/13/2025	111127	CHARTER COMMUNICATIONS	112	HEALTH SERVICES	40251-53120	CLINIC SERVICES	COMMUNICATIONS	\$298.11
70869355	02/13/2025	100376	CITY OF RED BLUFF	101	GENERAL FUND	6021-53300	LIBRARY	007440-000 1/24/25	\$61.54
70869355	02/13/2025	100376	CITY OF RED BLUFF	101	GENERAL FUND	6021-53300	LIBRARY	007457-000 01/24/25	\$100.68
70869355	02/13/2025	100376	CITY OF RED BLUFF	112	HEALTH SERVICES	40121-53300	PUBLIC HEALTH	UTILITIES	\$513.57
70869355	02/13/2025	100376	CITY OF RED BLUFF	112	HEALTH SERVICES	40131-53300	MENTAL HEALTH	005815-000-010625	\$51.95
70869355	02/13/2025	100376	CITY OF RED BLUFF	112	HEALTH SERVICES	40131-53300	MENTAL HEALTH	UTILITIES	\$861.74
70869355	02/13/2025	100376	CITY OF RED BLUFF	112	HEALTH SERVICES	40171-53300	DRUG & ALCOHOL	UTILITIES	\$339.93
70869355	02/13/2025	100376	CITY OF RED BLUFF	112	HEALTH SERVICES	40251-53300	CLINIC SERVICES	UTILITIES	\$554.37
70869355	02/13/2025	100376	CITY OF RED BLUFF	220	TC SOLID WASTE M	4045-55048	TC/RB LANDFILL M	TAXES-ASSESSMENTS	\$100.14
70869356	02/13/2025	108456	CROWN MOTORS	106	PUBLIC SAFETY	2028-53170	AUTO SHOP	MAINTENANCE OF EQUIPMENT	\$1,462.95
70869357	02/13/2025	103583	DIAMOND DRUGS INC	106	PUBLIC SAFETY	20321-53191	JAIL - HEALTH SE	IN001486941 PO428790	\$10,419.26
70869358	02/13/2025	120882	DIGNITY HEALTH REG OFFICE-SAC	113	CHILD SUPPORT	5015-53230	CHILD SUPPORT SE	STATEMENT DATE 01/17/25	\$50.00
70869360	02/13/2025	127756	EMPOWER TEHAMA	101	GENERAL FUND	1091-55545	ADVERTISING.COMM	ENLOE HOSPITAL	\$6,000.00

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70869361	02/13/2025	V000238	EVE ORTIZ	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE		\$204.00
70869362	02/13/2025	127735	FASTRAK INVOICE PROCESSING DEP	106	PUBLIC SAFETY	2032-53291	JAIL	TRANSPORTATION EXPENSE	\$31.80
70869364	02/13/2025	113244	GREEN WASTE OF TEHAMA	112	HEALTH SERVICES	40121-53140	PUBLIC HEALTH	HOUSEHOLD EXPENSE	\$68.86
70869364	02/13/2025	113244	GREEN WASTE OF TEHAMA	112	HEALTH SERVICES	40131-53140	MENTAL HEALTH	HOUSEHOLD EXPENSE	\$533.33
70869364	02/13/2025	113244	GREEN WASTE OF TEHAMA	112	HEALTH SERVICES	40171-53140	DRUG & ALCOHOL	HOUSEHOLD EXPENSE	\$35.43
70869364	02/13/2025	113244	GREEN WASTE OF TEHAMA	112	HEALTH SERVICES	40251-53140	CLINIC SERVICES	HOUSEHOLD EXPENSE	\$32.91
70869366	02/13/2025	T00273	HUGOLINO BERNARDINO ETAL	421	TAX COLLECTOR TR	421-301311	NOT APPLICABLE	910004174000 2024	\$59.96
70869367	02/13/2025	136121	HUNT & SONS LLC	101	GENERAL FUND	2073-53291	PUB GUARDIAN / P	TRANSPORTATION EXPENSE	\$203.71
70869367	02/13/2025	136121	HUNT & SONS LLC	101	GENERAL FUND	6021-53291	LIBRARY	TRANSPORTATION EXPENSE	\$79.53
70869368	02/13/2025	136388	JEFF RHOADS	112	HEALTH SERVICES	40251-53170	CLINIC SERVICES	CA WEIGHT CERT MOB CL 1/14/25	\$28.00
70869370	02/13/2025	101699	JOHN W CORNELISON DBA	106	PUBLIC SAFETY	2027-53220	SHERIFF	OFFICE EXPENSE	\$46.10
70869371	02/13/2025	T00277	JUDITH K VINSON TR	421	TAX COLLECTOR TR	421-301311	NOT APPLICABLE	073095002000 2024	\$215.85
70869372	02/13/2025	V000239	KADEN EVANS	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE		\$360.00
70869374	02/13/2025	123790	LAUNDRY WORLD UNIFORM & LINEN	101	GENERAL FUND	7033-53140	RED BLUFF VETERA	HOUSEHOLD EXPENSE	\$46.98
70869376	02/13/2025	T00276	MARY D STEVENS TRUSTEE	421	TAX COLLECTOR TR	421-301311	NOT APPLICABLE	071102004000 2024	\$52.36
70869377	02/13/2025	120428	MONEYSOFT INC	101	GENERAL FUND	1021-53230	AUDITOR CONTROLL	PROFESSIONAL/SPECIAL SERV	\$299.00
70869378	02/13/2025	V000221	NATALIE SHEPARD	112	HEALTH SERVICES	40131-53290	MENTAL HEALTH	CBHDA PARKING	\$38.00
70869379	02/13/2025	123562	OBSIDIAN	106	PUBLIC SAFETY	2027-53170	SHERIFF	MAINTENANCE OF EQUIPMENT	\$15,154.29

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70869380	02/13/2025	104757	OFFICE DEPOT (BUSINESS SVCS DI	102	ROAD FUND	3011-53140	ROAD DEPARTMENT	HOUSEHOLD EXPENSE	\$40.64
70869380	02/13/2025	104757	OFFICE DEPOT (BUSINESS SVCS DI	102	ROAD FUND	3011-53220	ROAD DEPARTMENT	OFFICE EXPENSE	\$51.46
70869381	02/13/2025	101231	PACIFIC GAS & ELECTRIC	112	HEALTH SERVICES	40121-53300	PUBLIC HEALTH	4423493458-4	\$935.34
70869381	02/13/2025	101231	PACIFIC GAS & ELECTRIC	112	HEALTH SERVICES	40131-53300	MENTAL HEALTH	0673650287-0	\$329.64
70869381	02/13/2025	101231	PACIFIC GAS & ELECTRIC	112	HEALTH SERVICES	40131-53300	MENTAL HEALTH	4423493458-4	\$1,140.85
70869381	02/13/2025	101231	PACIFIC GAS & ELECTRIC	112	HEALTH SERVICES	40131-53300	MENTAL HEALTH	7171318975-2	\$157.20
70869381	02/13/2025	101231	PACIFIC GAS & ELECTRIC	112	HEALTH SERVICES	40171-53300	DRUG & ALCOHOL	4423493458-4	\$481.33
70869381	02/13/2025	101231	PACIFIC GAS & ELECTRIC	112	HEALTH SERVICES	40251-53300	CLINIC SERVICES	4423493458-4	\$447.09
70869382	02/13/2025	112147	PANORAMIC SOFTWARE INC	101	GENERAL FUND	2073-53170	PUB GUARDIAN / P	MAINTENANCE OF EQUIPMENT	\$1,750.00
70869383	02/13/2025	112380	PARATRANSIT SERVICES	117	TRANSPORTATION O	3037-53180	TRAX	MTCE STRUCT-IMPRV-GROUNDS	\$150.00
70869383	02/13/2025	112380	PARATRANSIT SERVICES	117	TRANSPORTATION O	3037-53230	TRAX	PROFESSIONAL/SPECIAL SERV	\$2,058.00
70869383	02/13/2025	112380	PARATRANSIT SERVICES	117	TRANSPORTATION O	3037-532360	TRAX	PROF/SPECIAL-CONTRCT OPR	\$159,560.96
70869383	02/13/2025	112380	PARATRANSIT SERVICES	117	TRANSPORTATION O	3037-53280	TRAX	SPECIAL DEPARTMENTAL EXP	\$301.18
70869383	02/13/2025	112380	PARATRANSIT SERVICES	117	TRANSPORTATION O	3037-53291	TRAX	TRANSPORTATION EXPENSE	\$29,817.43
70869383	02/13/2025	112380	PARATRANSIT SERVICES	117	TRANSPORTATION O	3037-53300	TRAX	UTILITIES	(\$1,621.47)
70869383	02/13/2025	112380	PARATRANSIT SERVICES	117	TRANSPORTATION O	3038-461199	METS	TICKET SALES	(\$115.00)

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70869383	02/13/2025	112380	PARATRANSIT SERVICES	117	TRANSPORTATION O	3038-53280	METS	SPECIAL DEPARTMENTAL EXP	\$59.81
70869383	02/13/2025	112380	PARATRANSIT SERVICES	117	TRANSPORTATION O	3038-53291	METS	TRANSPORTATION EXPENSE	\$4,493.99
70869383	02/13/2025	112380	PARATRANSIT SERVICES	117	TRANSPORTATION O	3039-532360	PARA TRAX	PROF/SPECIAL-CONTRCT OPR	\$56,455.81
70869383	02/13/2025	112380	PARATRANSIT SERVICES	117	TRANSPORTATION O	3039-53291	PARA TRAX	TRANSPORTATION EXPENSE	\$5,802.63
70869384	02/13/2025	115055	REEVES	106	PUBLIC SAFETY	2032-53110	JAIL	CLOTHING & PERSONNEL SUPP	\$20.20
70869385	02/13/2025	134904	S&R ENTERPRISES INC	113	CHILD SUPPORT	5015-53280	CHILD SUPPORT SE	SPECIAL DEPARTMENTAL EXP	\$835.00
70869387	02/13/2025	101509	SHELBY'S PEST CONTROL INC	106	PUBLIC SAFETY	2027-53230	SHERIFF	PROFESSIONAL/SPECIAL SERV	\$115.00
70869387	02/13/2025	101509	SHELBY'S PEST CONTROL INC	106	PUBLIC SAFETY	2032-53230	JAIL	PROFESSIONAL/SPECIAL SERV	\$100.00
70869389	02/13/2025	135605	SPECTRUM	101	GENERAL FUND	7033-53120	RED BLUFF VETERA	8413120110008828	\$142.02
70869390	02/13/2025	101620	STATE TREASURER	376	STATE ASSESSMENT	376-301800	NOT APPLICABLE	FUND BALANCE	\$95,665.42
70869390	02/13/2025	101620	STATE TREASURER	377	STATE FISH & GAM	377-301800	NOT APPLICABLE	FUND BALANCE	\$242.95
70869390	02/13/2025	101620	STATE TREASURER	435	EMERGENCY MED A	435-301800	NOT APPLICABLE	FUND BALANCE	\$18.92
70869391	02/13/2025	101187	NORTH VALLEY SERVICES	101	GENERAL FUND	7033-53140	RED BLUFF VETERA	HOUSEHOLD EXPENSE	\$486.00
70869392	02/13/2025	100507	THE DANIELSEN CO	106	PUBLIC SAFETY	2032-53130	JAIL	FOOD	\$2,612.06
70869392	02/13/2025	100507	THE DANIELSEN CO	106	PUBLIC SAFETY	2032-53140	JAIL	HOUSEHOLD EXPENSE	\$120.80
70869393	02/13/2025	127978	TIMOTHY MONROE PRENTISS II	106	PUBLIC SAFETY	2026-53221	PUBLIC DEFENDER	20CR000079;20CR002951;22CR9000	\$57,739.00

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70869393	02/13/2025	127978	TIMOTHY MONROE PRENTISS II	106	PUBLIC SAFETY	2026-53221	PUBLIC DEFENDER	21CR000245;22CR000493	\$44,044.00
70869394	02/13/2025	135756	TRUSTED TECH TEAM LLC	601	AIR POLLUTION DI	60110-53170	AIR POLLUTION DI	MAINTENANCE OF EQUIPMENT	\$54.61
70869395	02/13/2025	134948	UBEO MIDCO LLC	106	PUBLIC SAFETY	2027-53220	SHERIFF	OFFICE EXPENSE	\$381.46
70869395	02/13/2025	134948	UBEO MIDCO LLC	106	PUBLIC SAFETY	2027-53250	SHERIFF	RENT/LEASE OF EQUIPMENT	\$2,385.56
70869396	02/13/2025	105075	US FOODS INC	106	PUBLIC SAFETY	2032-53130	JAIL	FOOD	\$2,068.34
70869396	02/13/2025	105075	US FOODS INC	106	PUBLIC SAFETY	2032-53140	JAIL	HOUSEHOLD EXPENSE	\$83.20
70869397	02/13/2025	117079	VERIZON WIRELESS	601	AIR POLLUTION DI	60110-53120	AIR POLLUTION DI	COMMUNICATIONS	\$139.71
70869409	02/13/2025	112395	HOME DEPOT CREDIT SERVICES	102	ROAD FUND	3011-53180	ROAD DEPARTMENT	MTCE STRUCT-IMPRV-GROUNDS	\$11.80
70869420	02/13/2025	132311	SALLY TAYLOR	379	OUTDATED WARRANT	379-301800	NOT APPLICABLE	FUND BALANCE	\$192.33
70869426	02/13/2025	135173	THREE AFFILIATED TRIBES	379	OUTDATED WARRANT	379-301800	NOT APPLICABLE	FUND BALANCE	\$21.24
70869429	02/14/2025	134816	3A CUSTOMS INC	106	PUBLIC SAFETY	2032-53170	JAIL	PO 428791	\$354.84
70869430	02/14/2025	103938	A AND A TOWING	108	SOCIAL SERVICES	5013-53170	SOCIAL SERVICES	MAINTENANCE OF EQUIPMENT	\$315.00
70869431	02/14/2025	107355	AIRGAS USA LLC	105	FIRE FUND	2042-53280	FIRE SCH C VOL	SPECIAL DEPARTMENTAL EXP	\$335.98
70869432	02/14/2025	100102	ANTELOPE VOLUNTEER FIRE	105	FIRE FUND	2042-53210	FIRE SCH C VOL	JANUARY 2025	\$721.00
70869433	02/14/2025	128815	AQUA TERRA AERIS LAW GROUP	106	PUBLIC SAFETY	2013-53230	DISTRICT ATTORNE	PROFESSIONAL/SPECIAL SERV	\$9,388.05
70869434	02/14/2025	133996	ATHENA ANN DYER	535	TC CHILD & FAMIL	53510-555206	TC CHILD & FAMIL	JANUARY 2025	\$375.00
70869435	02/14/2025	126860	BANNER COMMUNICATIONS	106	PUBLIC SAFETY	2013-57605	DISTRICT ATTORNE	PO 10852	\$3,100.98

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70869436	02/14/2025	T00280	BROCKMAN L RICKELS	307	CURRENT YEAR SEC	307-301800	NOT APPLICABLE	011060040 2024	\$528.18
70869437	02/14/2025	129538	CHICO FIREPLACE & STOVE	615	CARB WOODSMOKE G	61510-55520	CARB WOODSMOKE G	CONTR TO OTHER AGENCIES	\$4,950.04
70869438	02/14/2025	T0038003	COURT-ORDERED DEBT COLLECTION	265	COUNTY P/R TRUST	265-207812	NOT APPLICABLE		\$170.92
70869439	02/14/2025	134576	D KAIN-SHERIFF GARN	265	COUNTY P/R TRUST	265-207812	NOT APPLICABLE		\$361.18
70869441	02/14/2025	134195	DOKKEN ENGINEERING	102	ROAD FUND	3011-53230	ROAD DEPARTMENT	PROFESSIONAL/SPECIAL SERV	\$11,213.10
70869442	02/14/2025	V000058	EMPLOYMENT DEVELOPMENT DEPT	265	COUNTY P/R TRUST	265-207812	NOT APPLICABLE		\$100.00
70869443	02/14/2025	100655	FRANCHISE TAX BOARD	265	COUNTY P/R TRUST	265-207812	NOT APPLICABLE		\$275.41
70869444	02/14/2025	V000222	GENERAL LOGISTICS SYSTEMS US I	101	GENERAL FUND	1031-53220	COUNTY COUNSEL	OFFICE EXPENSE	\$5.35
70869445	02/14/2025	V000237	GOLDEN RULE SMALL ENGINES	106	PUBLIC SAFETY	2031-53280	WORK FARM	SPECIAL DEPARTMENTAL EXP	\$28.14
70869446	02/14/2025	113244	GREEN WASTE OF TEHAMA	102	ROAD FUND	3011-53140	ROAD DEPARTMENT	HOUSEHOLD EXPENSE	\$637.34
70869447	02/14/2025	112395	HOME DEPOT CREDIT SERVICES	101	GENERAL FUND	2072-53170	SHERIFF - CORONE	MAINTENANCE OF EQUIPMENT	\$74.46
70869447	02/14/2025	112395	HOME DEPOT CREDIT SERVICES	101	GENERAL FUND	2075-53170	OFFICE OF EMERG	MAINTENANCE OF EQUIPMENT	\$59.09
70869447	02/14/2025	112395	HOME DEPOT CREDIT SERVICES	106	PUBLIC SAFETY	2031-53170	WORK FARM	MAINTENANCE OF EQUIPMENT	\$186.15
70869447	02/14/2025	112395	HOME DEPOT CREDIT SERVICES	106	PUBLIC SAFETY	2032-53170	JAIL	MAINTENANCE OF EQUIPMENT	\$1,854.19
70869448	02/14/2025	100801	IMPRESSIVE PRINT	106	PUBLIC SAFETY	2032-53220	JAIL	OFFICE EXPENSE	\$762.18

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70869449	02/14/2025	100820	J & L TOWING	106	PUBLIC SAFETY	2027-53230	SHERIFF	PROFESSIONAL/SPECIAL SERV	\$106.00
70869449	02/14/2025	100820	J & L TOWING	106	PUBLIC SAFETY	2032-53230	JAIL	PO428788	\$68.00
70869450	02/14/2025	110879	LESA M LANE DC	102	ROAD FUND	3011-53230	ROAD DEPARTMENT	PROFESSIONAL/SPECIAL SERV	\$200.00
70869451	02/14/2025	T00265	MATTHEW CARL BEAM ETAL	310	SUPPL SECURED TA	310-301800	NOT APPLICABLE	0074200054 2023	\$691.79
70869452	02/14/2025	120140	MERCY MEDICAL CENTER REDDING	106	PUBLIC SAFETY	20321-532392	JAIL - HEALTH SE	HOSPITAL COSTS	\$52,546.80
70869453	02/14/2025	T00279	MICHAEL SKINNER	307	CURRENT YEAR SEC	307-301800	NOT APPLICABLE	039060008 2024	\$10.27
70869454	02/14/2025	V000083	MICHIGAN STATE DISBURSEMENT UN	265	COUNTY P/R TRUST	265-207812	NOT APPLICABLE		\$90.34
70869455	02/14/2025	V000241	MIS TRAINING INSTITUTE HOLDING	108	SOCIAL SERVICES	5013-53290	SOCIAL SERVICES	EMPLOYEE TRAVEL/TRAINING	\$599.00
70869456	02/14/2025	116981	NORCAL PRESORT	101	GENERAL FUND	1026-53220	TAX COLLECTOR	OFFICE EXPENSE	\$145.46
70869457	02/14/2025	T00278	PATRICIA MASON	421	TAX COLLECTOR TR	421-301311	NOT APPLICABLE	AUD ROLL CHANGE 910-001-335	\$146.27
70869458	02/14/2025	117529	PRO PACIFIC	106	PUBLIC SAFETY	2032-53130	JAIL	FOOD	\$2,300.85
70869459	02/14/2025	116026	PROFORCE MARKETING INC	106	PUBLIC SAFETY	2027-53280	SHERIFF	SPECIAL DEPARTMENTAL EXP	\$2,166.66
70869460	02/14/2025	117549	PTM	101	GENERAL FUND	1021-53220	AUDITOR CONTROLL	908-R/361 Check at the top/pr	\$306.05
70869461	02/14/2025	101371	RED BLUFF GLASS COMPANY	106	PUBLIC SAFETY	2028-53170	AUTO SHOP	MAINTENANCE OF EQUIPMENT	\$1,574.81
70869462	02/14/2025	101509	SHELBY'S PEST CONTROL INC	102	ROAD FUND	3011-53140	ROAD DEPARTMENT	HOUSEHOLD EXPENSE	\$220.00
70869463	02/14/2025	117211	STATE DISBURSEMENT UNIT	265	COUNTY P/R TRUST	265-207812	NOT APPLICABLE		\$2,271.74

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70869464	02/14/2025	125161	T AND S DVBE INC	102	ROAD FUND	3011-53280	ROAD DEPARTMENT	SPECIAL DEPARTMENTAL EXP	\$308.17
70869466	02/14/2025	120624	TEHAMA PHARMACY & TRADING COMP	106	PUBLIC SAFETY	20321-53191	JAIL - HEALTH SE	PHARMACY	\$82.70
70869467	02/14/2025	106548	TERESA CURIEL	108	SOCIAL SERVICES	5013-53170	SOCIAL SERVICES	MAINTENANCE OF EQUIPMENT	\$1.34
70869467	02/14/2025	106548	TERESA CURIEL	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT AND CARE - OTHER	\$88.27
70869468	02/14/2025	121395	ULINE	101	GENERAL FUND	2072-53190	SHERIFF - CORONE	MEDICAL/DENTAL LAB SUPPLY	\$210.01
70869470	02/14/2025	136143	VESTIS SERVICES LLC	106	PUBLIC SAFETY	2028-53230	AUTO SHOP	PROFESSIONAL/SPECIAL SERV	\$120.34
70869471	02/14/2025	104799	CA DEPT OF PUBLIC HEALTH MS510	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	BIRTH CERTIFICATE	\$22.00



Tehama County

Agenda Request Form

File #: 25-0240

Agenda Date: 3/4/2025

Agenda #: 2.

AUDITOR'S CLAIM

Requested Action(s)

a) Court Operations, 5013-53280, Dept of Social Services, \$1,706,884

Financial Impact:

As Listed.

Background Information:

[Click here to enter Background Info.](#)

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

AUDITORS USE ONLY	
COUNTY CLAIM No:	
VENDOR No: 109759	KP & VERIFIED:

CLAIMANT'S NAME Department of Social Services
ADDRESS 744 P Street, MS 8-3-67
Sacramento, CA 95814
(Do not address if transaction is between County departments)

PURCHASE ORDER / AGREEMENT No.: Needs Board Approval

DEPARTMENT: Soc. Services						
FUND	DEPT	ACCT. No.	PROJECT No.	ACCT. No.	WARRANT DESCRIPTION (25 positions)	AMOUNT
108	5013	53280			IHSS MOE 7/24-2/25	\$ 1,706,884.00

DATE	DESCRIPTION - CLAIMS MUST BE ITEMIZED AND INVOICES ATTACHED	TOTAL	AMOUNT
	IHSS MOE for: Jul 24 to Feb 2025 Invoice IHSS13075		\$ 1,706,884.00
	Total IHSS MOE paid FY to date: \$1,706,884		
	CEC Extraneous		

Original: Auditor Copy 1: Claims File Copy 2: Copy 3:	Purchase Order Required: <input type="checkbox"/> Supplies over allowed maximum <input type="checkbox"/> Supplies + labor or installation charges <input type="checkbox"/> One-time services (insurance must be on file) <input type="checkbox"/> Write P.O. Number above & attach to claim.	Agreement Required: <input type="checkbox"/> All services except one-time <input type="checkbox"/> Certificate of Insurance must be on file <input type="checkbox"/> Write Agreement Number above.
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Under penalty of perjury, I certify that the above claim, and the items and statements as herein set forth, are true and correct; that no part has been paid, that the amount therein is justly due, and that the same is presented within one year after the last item thereof has accrued.

AUDITORS USE ONLY
I hereby certify that the above claim was examined and approved by this office. <div style="text-align: right;">LeRoy M. Anderson Auditor-Controller</div>
By <u>AZ 2/14/25</u> Deputy County Auditor
BOARD OF SUPERVISORS
Approved: Date Chairman

CLAIMANT _____

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

SIGNED ST Ambertan 2/10/2025
Department Head or Authorized Signature / Date



Tehama County

Agenda Request Form

File #: 25-0168

Agenda Date: 3/4/2025

Agenda #: 3.

BOARD OF SUPERVISORS - Park Fire Emergency Continuation

Requested Action(s)

a) Determine that there is a need to continue the local health emergency proclamation issued by the Tehama County Public Health Officer, proclaiming the existence of the local emergency in Tehama County caused conditions of peril

Financial Impact:

The requested action has no financial impact. Total impacts of the fire are still being quantified, and State and Federal assistance are being pursued.

Background Information:

At the August 6, 2024 meeting, the Board of Supervisors ratified the Tehama County Public Health Officer's local health emergency proclamation related to hazardous waste as a result of the Park Fire. A previous emergency proclamation issued by the Sheriff as Director of Emergency Services has been determined by departments to be no longer necessary, and has not been continued as of December.

The emergency proclamation required ratification from the Board of Supervisors within 7 days, and for the Board to extend the emergency every 30 days thereafter. It was extended by Board action August 27, September 24, October 22, November 14, December 10, January 7, and February 4.

The local health emergency proclamation is anticipated to continue as agencies work on hazardous debris cleanup.

The "State of Emergency" is declared when, in the opinion of the director, the locally available resources are inadequate to cope with the emergency. This action allows state of federal assistance to become available to local government, individuals and businesses. In the event that significant damage does occur, government relief programs would not be available to those suffering losses without the declaration of local emergency.

Pursuant to Section 101080 of the California Health and Safety Code, the Local Health Officer is authorized to declare a local health emergency whenever the Local Health Officer reasonably determines that hazardous waste or waste that may become hazardous waste, is an immediate threat to public health. This action allows state and federal assistance to become available to local government, individuals and businesses.



DEPARTMENT OF ENVIRONMENTAL HEALTH

633 WASHINGTON STREET, ROOM 36

RED BLUFF, CA 96080

Phone (530) 527-8020 Fax (530) 527-6617

Tia Branton, REHS
Director

LOCAL HEALTH EMERGENCY PROCLAMATION BY THE TEHAMA COUNTY HEALTH OFFICER

WHEREAS, California Health and Safety Code, Division 101, Part 3, Chapter 2, Article 2, Sections 101075 through 101095, confer upon Local Health Officers of the political subdivisions of the State of California, emergency powers necessary to protect public health and safety; and

WHEREAS, Section 101080 of the California Health and Safety Code provides that the Local Health Officer may declare a local emergency in his jurisdiction or any area affected by the threat to public health; and

WHEREAS, Section 101080 of the California Health and Safety Code authorizes a Local Health Officer to declare a local health emergency whenever the Local Health Officer reasonably determines that hazardous waste or waste that may become hazardous waste, is an immediate threat to the public health; and

WHEREAS, Section 101075 of the California Health and Safety Code defines "Hazardous Waste" as waste or combination of wastes, that because of its quality, concentration, or physical chemical, or infectious characteristics may do any of the following: (1) cause, or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness; or (2) pose a substantial present or potential hazard to human health or environment when improperly treated, stored, transported, or disposed of, or otherwise managed; and

WHEREAS, on July 26, 2024, Governor Newsom proclaimed a state of emergency to exist in Tehama County as a result of the Park Fire, and made available State resources to assist in combating the wildfire; and

WHEREAS, on July 30, 2024 of Supervisors of the County of Tehama ratified the Emergency Proclamation by the Emergency Services Director and adopted a resolution proclaiming the local emergency status; and

WHEREAS, the County of Tehama will seek state and federal assistance for emergency mitigation of hazardous wastes and substances that may pose a threat to residents and the environment; and

WHEREAS, this wildfire continues to threaten people and destroy homes; and

WHEREAS, approximately 391,000 acres have burned, and the wildfire is eighteen percent contained; and

WHEREAS, homes and businesses have been destroyed, and thousands of dollars in damage to public and private infrastructure has occurred; and

WHEREAS, the County of Tehama Health Officer hereby finds as follows:

1. Debris and ash from structure fires can contain hazardous substances. For example, building materials such as siding, roofing tiles, insulation, or household items such as paint, gasoline, cleaning products, pesticides, compressed gas cylinders, and chemicals can result in dangerous ash that contains asbestos, heavy metals, and other hazardous materials; and

2. Such waste is a threat to public health because it is hazardous waste and can cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or pose a substantial present or potential hazard to human health or environment when improperly treated, stored, transported, disposed of, or otherwise managed; and

3. Hazardous debris that remains after a wildfire can expose residents to toxic materials, improper transport and disposal of fire debris can create dangerous health impacts to workers removing the debris, such debris can threaten water supplies, and such harmful material can spread throughout the community at large; and

4. Persons with heart or lung disease, older adults, children (including teenagers), persons with diabetes, and pregnant women are particularly vulnerable to the presence of such hazardous waste; and

5. The threat to public health creates the immediate need to facilitate assistance and undertake preventive measures to protect the health of people and the environment and to inform the affected public of any potential health issues associated with the hazardous waste created by the Park Fire, thereby warranting the declaration of the existence of a local health emergency; and

6. Regardless of cause, any commercial or domestic structure fires which have or will occur in Tehama County from the time the Park Fire began until the conclusion of the local health emergency will significantly contribute to the hazardous waste load; and

7. Assistance to private property owners and to others within Tehama County is needed for timely implementation of necessary preventative measures to protect public health and the environment; and

8. The scope and breadth of the Park Fire hazardous waste cleanup requires a rapid response due to the large area affected, the location of the fire, the number of structures damaged or destroyed and the imminent threat to public health; and

9. The potential beginning of the rainy season offers little time to mitigate further environmental contamination, including contamination of the watershed, and, therefore, time is of the essence in removing hazardous waste from property sites; and

10. The protection of the County's natural resources and watershed from fire related debris runoff needs to be addressed; and

11. Immediate action is necessary to mitigate the harm that could be caused to the public health and safety and to the environment from improper disturbance, removal, and/or disposal of hazardous waste, including but not limited to toxic, flammable, corrosive, and reactive materials from property sites located within the Park Fire area because such debris can create dangerous health impacts.

NOW, THEREFORE, THE TEHAMA COUNTY HEALTH OFFICER DECLARES as follows:

1. A local health emergency exists East of the I-5 Corridor including but not limited to; the communities known as Campbellville, Paynes Creek, Sky Ranch, Dales Station, Mineral, Mill Creek and Manton due to the hazardous waste and materials created by the Park Fire, and that such condition may be exacerbated by the ongoing fires and upcoming rainy season and will continue until the conclusion of this local health emergency.

2. During the existence of said local health emergency, the powers, functions, and duties of the Tehama County Local Health Officer shall be those prescribed by state law, including the provisions of Section 101085 of the California Health and Safety Code, and any ordinances and resolutions approved by the Tehama County Board of Supervisors.

3. In connection with the foregoing declaration of local health emergency, the Tehama County Health Officer orders that immediate action be taken to remove the hazardous waste from property sites within the Park Fire area that are toxic, flammable, corrosive, or reactive and create an imminent threat to public health and safety.

4. A Local Health Emergency is declared in Tehama County commencing on this 1st day of August 2024.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the local health emergency declared by the County's Health Officer on August 1, 2024, throughout Tehama County is hereby ratified. The Board of Supervisors shall review, at least every sixty days until the local health emergency is terminated, the need for continuing the local health emergency.

Dated: August 1, 2024



Dr. Timothy Peters
Public Health Officer
County of Tehama
Department of Environmental Health



Tehama County

Minutes Certification

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

File Number: 24-1247

HEALTH SERVICES AGENCY / PUBLIC HEALTH / ENVIRONMENTAL HEALTH - Health Services Executive Director Jayme Bottke and Environmental Health Director Tia Branton

- a) Pursuant to California Health and Safety Code, Division 101, Part 3, Chapter 2, Article, 2, Sections 101075 through 101095, request ratification of the proclamation, issued by Tehama County Public Health Officer, proclaiming the existence of a local health emergency in Tehama County causing conditions of peril; and that a copy of this proclamation be forwarded to California Emergency Management Agency.

Environmental Health Services Director Tia Branton spoke about ratifying the proclamation for the local fire emergency due to the hazardous debris and looking to seek federal and state assistance.

RESULT:	APPROVED
MOVER:	William Moule
SECONDER:	Pati Nolen
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 8/6/2024.

Attest: 
Deputy

August 13, 2024
Date Certified



Tehama County

Agenda Request Form

File #: 25-0212

Agenda Date: 3/4/2025

Agenda #: 4.

COMMITTEES & COMMISSIONS - Camp Tehama

Requested Action(s)

- a) CAMP TEHAMA COMMITTEE - One appointment to fill the unexpired term of John Stover, as District 2 Representative, with said term expiring 9/30/2025 (Interested person: Keith Skelton)
- b) CAMP TEHAMA COMMITTEE - One three-year term to fill the expired term of J.B. Stacy as District 2 Representative, with said new term expiring 2/28/2027 (Interested person: J.B. Stacy)
- c) CAMP TEHAMA COMMITTEE - One three-year term to fill the expired term of Fred Hamilton as District 5 Representative, with said new term expiring 9/30/2027 (Interested person: Fred Hamilton)
- d) CAMP TEHAMA COMMITTEE - One three-year term to fill the expired term of Ann Houghtby as District 1 Representative, with said new term expiring 9/30/2027 (Interested person: Ann Houghtby)
- e) CAMP TEHAMA COMMITTEE - One three-year term to fill the expired term of Anne Junge as District 1 Representative, with said new term expiring 9/30/2027 (Interested person: Anne Junge)
- f) CAMP TEHAMA COMMITTEE - One three-year term to fill the expired term of Gavin Gormley as District 3 Representative, with said new term expiring 9/30/2027 (Interested person: Gavin Gormley)
- g) CAMP TEHAMA COMMITTEE - One three-year term to fill the expired term of Steve Kimbrough as District 5 Representative, with said new term expiring 9/30/2027 (Interested person: Steve Kimbrough)
- h) CAMP TEHAMA COMMITTEE - One appointment for a District 2 Representative to add a ninth voting member to this committee, pursuant to Board action on 1/25/2000, for one three-year term with said term expiring 3/4/2028 (Interested person: Kevin Jones)

Financial Impact:

None.

Background Information:

Updated information for this committee was provided regarding current voting membership with the majority of members renewing their terms for another three years. One member has resigned and has been replaced as reflected in item a. One member will be added to the roster as a ninth voting member pursuant to Board action on 1/25/2000. This three-year term shall commence upon approval by the Board on the date the matter is set to be heard as reflected in item h.



Tehama County

Agenda Request Form

File #: 25-0292

Agenda Date: 3/4/2025

Agenda #: 5.

FIRE - Fire Marshal Brian Wright

Requested Action(s)

a) INFORMATIONAL PRESENTATION - Regarding Fire Hazard Severity Zones within the unincorporated Local Responsibility Areas of Tehama County

b) ORDINANCE No. 2146 - Request adoption of an Ordinance to designate Moderate, High, and Very High Fire Hazard Severity Zones in the unincorporated Local Responsibility Areas as recommended by the Office of the State Fire Marshal

- 1) Waive the first reading
- 2) Accept the introduction

Financial Impact:

There is no financial impact to the County.

Background Information:

A recent update to CA Government Code Section 51179 requires local agencies to designate, by ordinance, Fire Hazard Severity Zones (FHSZ) in the Local Responsibility Areas (LRA). FHSZ's are identified by the Office of the State Fire Marshal (OSFM) and are used to assist with wildfire preparedness by determining risk reduction standards. FHSZ's reflect fire hazard, not fire risk, and are not intended for insurance risk assessments. On February 10, 2025, Tehama County received an official transmittal of the recommended Fire Hazard Severity Zones from OSFM. CA Government Code also requires the adopted ordinance and map be submitted to the Board of Forestry by July 10, 2025. If adopted, the requested action will meet the State requirements set forth above.



Local Responsibility Area Fire Hazard Severity Zones

Tehama County Fire Department

What are Fire Hazard Severity Zones?

- The Fire Hazard Severity Zones (FHSZ) illustrate the severity of fire hazard that is expected to prevail in a given area
- The Zones reflect areas that have similar burn probabilities and fire behavior
 - California Government Code [51178](#) requires the State Fire Marshal to identify Fire Hazard Severity Zones (FHSZ) in all areas of the State
 - The zones must be identified as Moderate, High, and Very High
 - The zones must be based on consistent statewide criteria

Uses of Fire Hazard Severity Zones

- The Zones are used to assist with wildfire preparedness and determine applicable risk reduction standards
 - Designates areas that requires State defensible space standards - [PRC 4291](#)
 - Designates areas where wildland urban interface (WUI) building codes are required - [CBC Chapter 7A](#)
 - Designates areas requiring real estate disclosures - [AB 38](#)
 - Can be used as a reference in the general plan and safety element

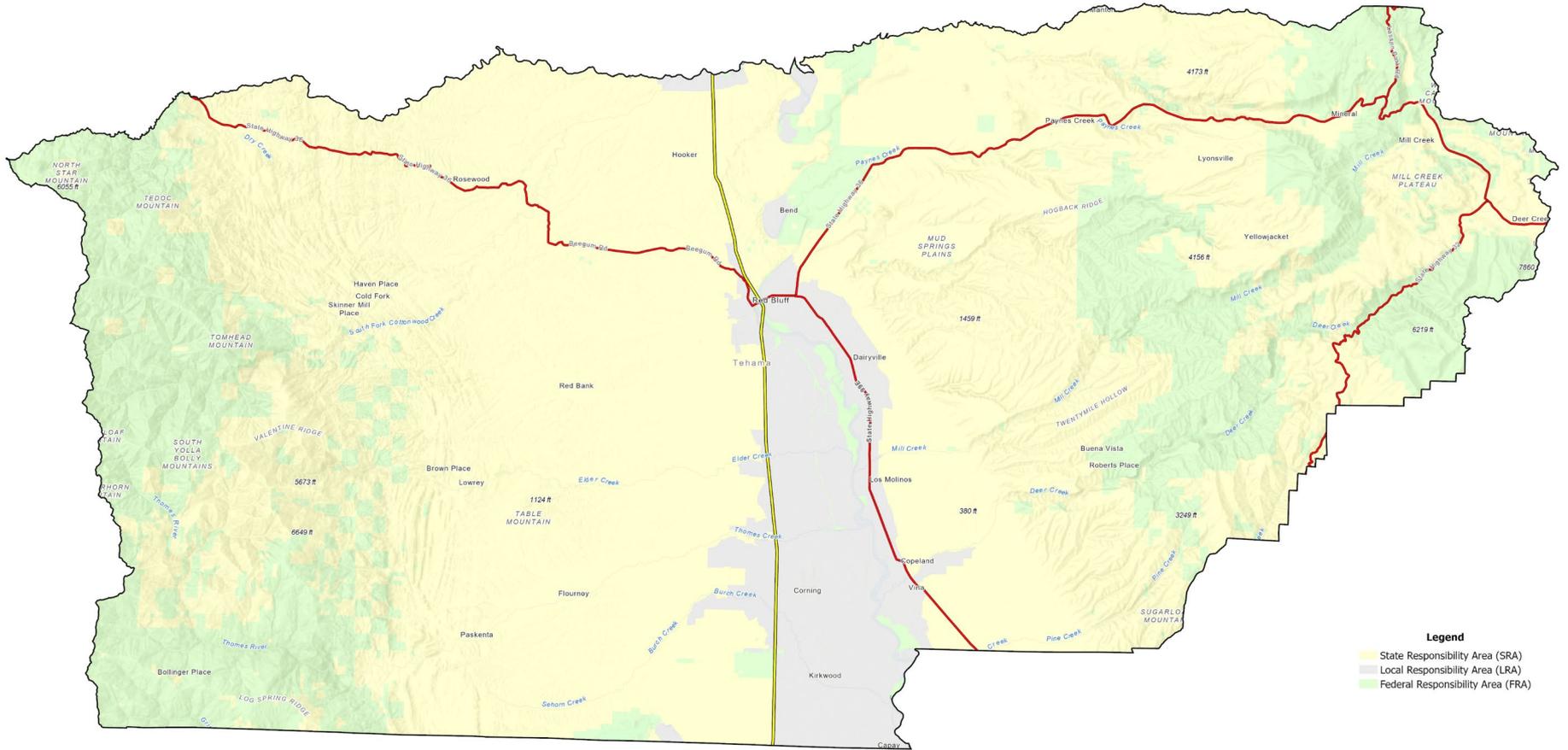
Local Agency Requirements

- California Government Code [51179](#) requires local agencies to designate, by ordinance, fire hazard severity zones in the Local Responsibility Areas
 - Based upon recommendations from the State Fire Marshal
 - The ordinance must be completed by June 10, 2025
- A copy of the adopted ordinance and map must be submitted to the Board of Forestry by July 10, 2025

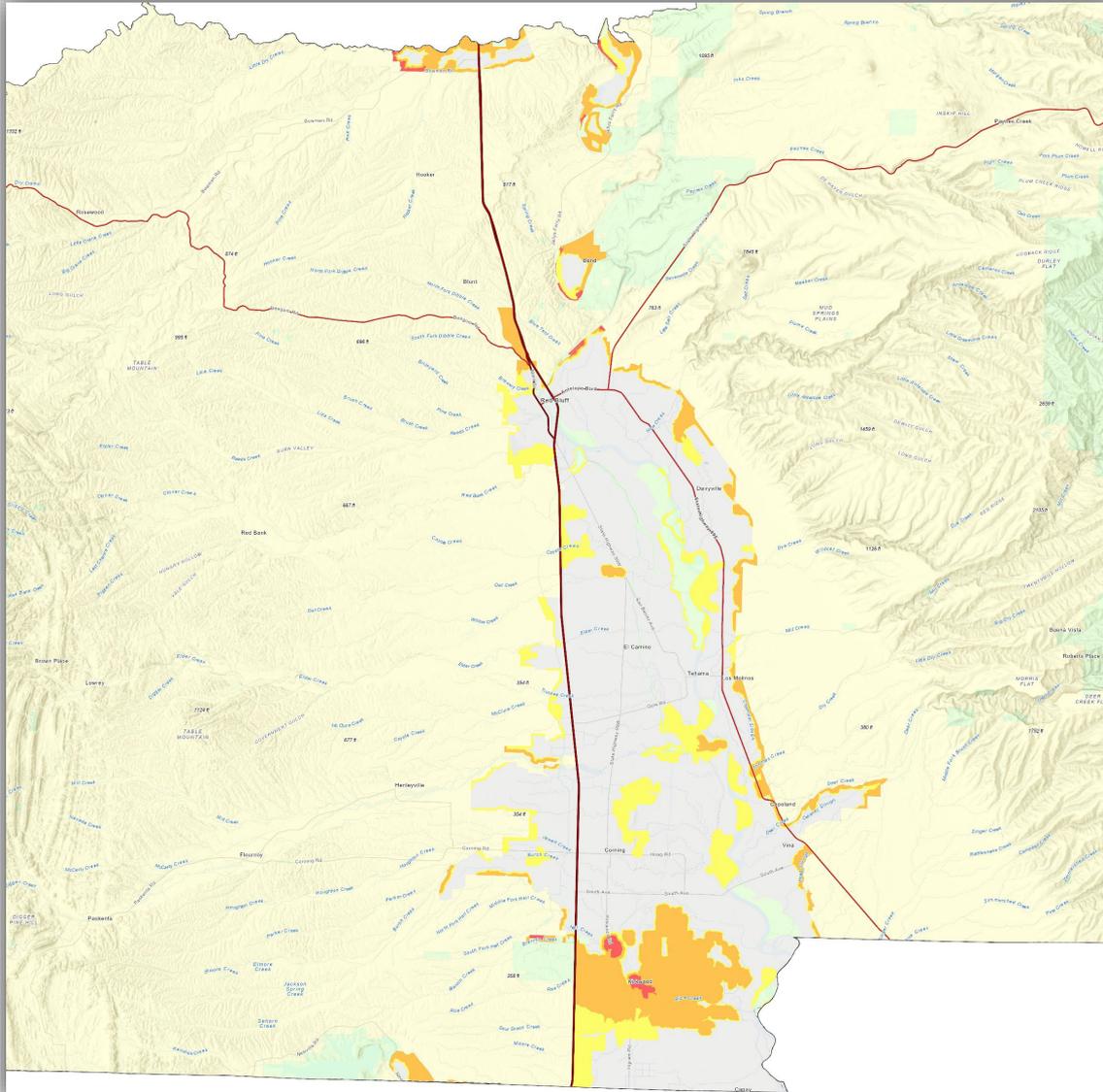
Difference between SRA and LRA

- It is important to understand the difference between SRA and LRA
 - State Responsibility Area (SRA)
 - Is a legal term defining the area where the State (CAL FIRE) has financial responsibility for wildland fire protection and prevention – [CA PRC 4102](#)
 - Local Responsibility Area (LRA)
 - Includes incorporated cities, urban regions, and agricultural lands where the local government is responsible for wildfire protection – [CA PRC 4125](#)

Tehama County Responsibility Areas



Tehama County LRA FHSZ



Tehama County FHSZ Acreage

Moderate:
17,808 Acres

High: 21,030
Acres

Very High:
989 Acres

History Timeline of FHSZ

1980

Panorama Fire burns 28,800 acres, destroying 325 structures and resulting in 4 fatalities in San Bernardino.

1991

Tunnel Fire burns 1,600 acres, destroying 2,900 structures and resulting in 25 fatalities in the Oakland Hills.

PRC 4201 mandates that CAL FIRE develop Fire Hazard Severity Zones.

1982

Fire Hazard Severity Zone maps are created.

1985

The "Bates Bill" calls for CAL FIRE to identify Very High Fire Hazard Severity Zones in LRA.

1992

When did FHSZ begin in LRA?

- Assembly Bill 337 (Bates 1992) required the evaluation of fire hazard severity in the LRA.
 - Prompted by the devastating Tunnel Fire also known as the Oakland Hills Fire of 1991
 - Required recommendations be made to the local jurisdictions where Very High FHSZ exist – [CA GOV 51175](#)



History Timeline of FHSZ

2017



Tubbs Fire burns 36,810 acres, destroying 5,643 structures and resulting in 22 fatalities in Santa Rosa.

2018



Camp Fire burns 153,336 acres, destroying 18,804 structures and resulting in 85 fatalities in Paradise.

CAL FIRE finalizes the Statewide FHSZ Model to include Very High FHSZ in LRA.

2007

AB 642 and SB 63 require CAL FIRE to identify Moderate and High FHSZ in LRA.

2021

AB 211 requires local agency to designate by ordinance Moderate and High FHSZ in LRA.

2022

LRA FHSZ Expansion

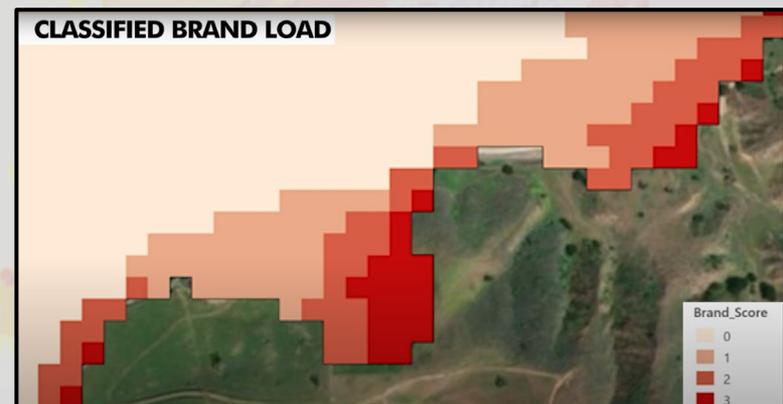
- Why haven't Moderate and High Fire Hazard Severity Zone classes been classified before in the LRA?
 - New legislation, [Senate Bill 63 \(Stern, 2021\)](#), now requires the adoption of all three Fire Hazard Severity Zone classes in the Local Responsibility Area
 - Previously only Very High Fire Hazard Severity Zones were required for adoption in Local Responsibility Areas

Development of FHSZ's

- Two key elements:
 - Probability of an area burning
 - Expected fire behavior under extreme fuel and weather conditions
- Five main factors considered in determining fire hazard within wildland areas
 - Fire history
 - Flame length
 - Terrain
 - Local weather
 - Potential fuel over a 50-year period

How are FHSZ's determined in LRA?

- Created using the State Responsibility Area Fire Hazard Severity Zone model as a base
- The rating reflects flame and ember intrusion from adjacent wildlands and from flammable vegetation in the urban area



FHSZ Other Factor Considerations

- Outside of wildlands, the model considers factors that might lead to buildings being threatened, including terrain, weather, urban vegetation cover, blowing embers, proximity to wildland, fire history, and fire hazard in nearby wildlands
- FHSZ's are not a structure loss model, as key information regarding structure ignition (such as roof type, etc.) is not included

What does FHSZ maps depict?

- The Fire Hazard Severity Zone maps reflects “hazard,” not “risk”
 - The FHSZ map is like flood zone maps
 - Lands are described in terms of the probability level of a particular area being inundated by floodwaters, and not specifically prescriptive of impacts



Hazard vs. Risk

- “Hazard” is based on the physical conditions that create a likelihood and expected fire behavior
 - This is analyzed to cover a 30 to 50-year period
 - Hazard analysis **does not** consider mitigation measures such as home hardening, recent wildfire, or fuel reduction efforts

Likelihood of a damaging event

Hazard vs. Risk

- “Risk” is the potential damage a fire can do to the area under existing conditions
 - Risk analysis **does** account for any modifications such as fuel reduction projects, defensible space, and ignition resistant building construction

How much damage will occur

Landowner Responsibilities

- California's WUI building codes ([CBC Chapter 7A](#)) apply to the design and construction of new buildings located in High and Very High FHSZ's in the LRA
- Defensible space clearance required in LRA Very High FHSZ's
 - Already required county wide – [Tehama County Code Chapter 9.05](#)
- Owners are required to make a natural hazard disclosure as part of a real estate transfer in High and Very High FHSZ's in the LRA - [AB 38](#)

FHSZ Requirements

	SRA		LRA	
VERY HIGH	Adopt FHSZ	Defensible Space	Adopt FHSZ	Defensible Space
	CEQA	Hazard Disclosure	CEQA	Hazard Disclosure
	Subdivision Map Act	Subdivision Review	Subdivision Map Act	Subdivision Review
	Safety Element		Safety Element	
	Fire Safe Regulations		Fire Safe Regulations	
	Chapter 7A		Chapter 7A	
HIGH	Adopt FHSZ	Defensible Space	Adopt FHSZ	
	CEQA	Hazard Disclosure		Hazard Disclosure
	Subdivision Map Act	Subdivision Review		
	Safety Element			
	Fire Safe Regulations			
	Chapter 7A		Chapter 7A	
MODERATE	Adopt FHSZ	Defensible Space	Adopt FHSZ	
	CEQA			
	Subdivision Map Act			
	Safety Element	Subdivision Review		
	Fire Safe Regulations			
	Chapter 7A			

FHSZ's Impacting Development?

- Many of the changes expanding Fire Hazard Severity Zones in Local Responsibility Areas have been supported by the building industry
 - State Fire Marshal works closely with the building industry when setting various building codes and defensible space requirements
 - The goal of working together is to not affect development itself but to make sure development matches the hazards of that area



[Ember-resistant building materials link](#)

FHSZ and Insurance

- Insurance companies use risk models
 - This differs from hazard models
 - They consider the susceptibility of a structure to damage from fire and other short-term factors that are not included in hazard modeling
 - It is unlikely that insurance risk models would utilize OSFM's FHSZ's as a factor
 - It is likely that much of the same data that is used by OSFM are included in the insurance companies' risk models
 - Insurance risk models incorporate many additional factors that change more frequently
 - OSFM's hazard mapping is built to remain steady for the next 30+ years

Key Points to Remember

- FHSZ's are used to assist with wildfire preparedness and determine applicable risk reduction standards
- The Fire Hazard Severity Zone maps reflects “hazard,” not “risk”
- FHSZ's are a planning guide to ensure development matches the hazards of that area
- FHSZ's are not intended for insurance risk assessments
- FHSZ's are analyzed to cover a 30 to 50-year period



Questions?

[Fire Hazard Severity Zone Viewer](#)

[OSFM Fire Hazard Severity Zones Webpage](#)



ORDINANCE NO. _____

AN ORDINANCE OF THE COUNTY OF TEHAMA to designate Fire Hazard Severity Zones in the Local Responsibility Areas.

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

The County hereby designates the Fire Hazard Severity Zones as recommended by the California Department of Forestry and Fire Protection pursuant to Government Code Section 51178.

The map, approved by the County is hereby incorporated by Exhibit A, and entitled "Tehama County – Unincorporated LRA", dated January 22, 2025.

On the motion of Member _____, seconded by Member: _____

The roll call vote:

Ayes: _____	_____
Noes: _____	Chairman, Board of Supervisors
Abstain: _____	Tehama County
Absent: _____	State of California

The foregoing ordinance was passed and adopted at a regular meeting of the Board of Supervisors of the County of Tehama, State of California, on the _____ day of 2025.

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 ordinance adopted by said Board of Supervisors on the _____ day of 2025.

DATED: This _____ day of _____, 2025.

SEAN HOUGHTBY, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California.

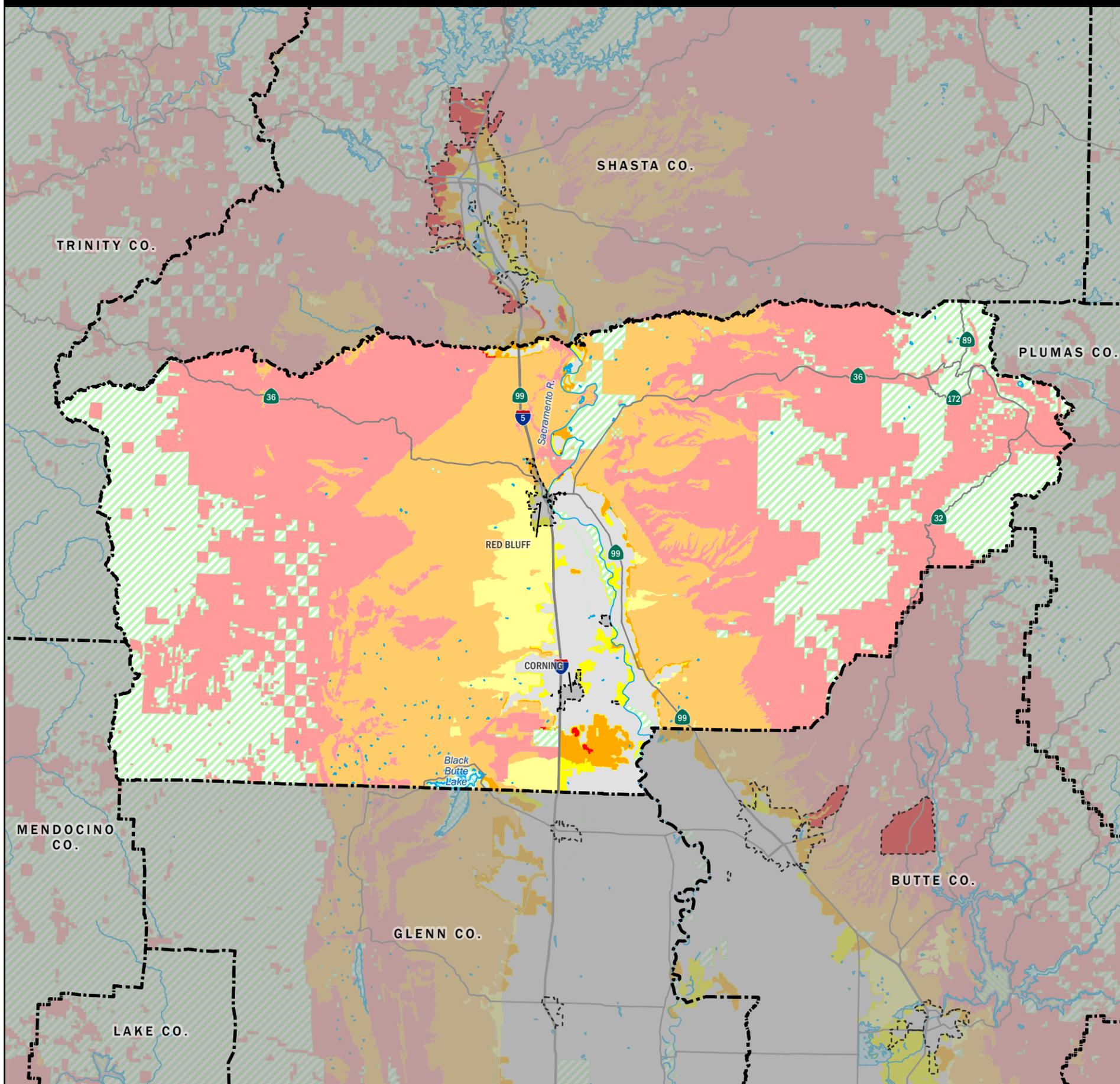
By _____



Local Responsibility Area Fire Hazard Severity Zones

As Identified by the
State Fire Marshal

January 22, 2025



Fire Hazard Severity Zones (FHSZ) in Local Responsibility Area (LRA), as Identified by the State Fire Marshal

Very High High Moderate

Fire Hazard Severity Zones in State Responsibility Area (SRA), Effective April 1, 2024

Very High High Moderate



Projection: NAD 83 California Teale Albers
Scale: 1:614,000 at 11" x 17"

- Incorporated City
- Waterbody
- Unzoned LRA
- Federal Responsibility Area (FRA)

Government Code section 51178 requires the State Fire Marshal to identify areas in the state as moderate, high, and very high fire hazard severity zones based on consistent

statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. Moderate, high, and very high fire hazard severity zones shall be based on fuel loading, slope, fire weather,

and other relevant factors including areas where winds have been identified by the Office of the State Fire Marshal as a major cause of wildfire spread.

The State of California and the Department of Forestry and Fire Protection make no representations or warranties regarding the accuracy of data or maps. Neither the State nor the Department shall be liable under any circumstances for any direct, special, incidental, or consequential damages with respect to any claim by any user or third party on account of, or arising from, the use of data or maps.

Gavin Newsom, Governor, State of California
Wade Crowfoot, Secretary for Natural Resources, CA Natural Resources Agency
Joe Tyler, Director/Fire Chief, CA Department of Forestry and Fire Protection
Daniel Berlant, State Fire Marshal, CA Department of Forestry and Fire Protection

Data Sources:
CAL FIRE Fire Hazard Severity Zones (FHSZSRA23_3, FHSZLRA_25_1)
CAL FIRE State Responsibility Areas (SRA25_1)
City and County boundaries as of 10/22/24 (CA Board of Equalization)

A SUMMARY OF ORDINANCE NO. 2146

Pursuant to Government Code Section 25124(b), the following constitutes a summary of Ordinance No. 2146 introduced at the Tehama County Board of Supervisors meeting on March 4, 2025. The date of the second reading and vote on the adoption of the ordinance is March 18, 2025 at its regularly scheduled meeting held in the Tehama County Board of Supervisor’s Chambers located at 727 Oak Street, Red Bluff, CA.

The purpose of Ordinance No. 2146 is to designate the Fire Hazard Severity Zones as recommended in the map published by the California Department of Forestry and Fire Protection on February 10, 2025.

The Fire Hazard Severity Map approved by the County can be located at:

<https://planningsites.org/TehamaMaps/>

A certified copy of the full text of the Ordinance is posted for review in the County Clerk’s Office located at 633 Washington Street Room 12, Red Bluff, CA 96080. If adopted, this Ordinance shall be in full force and effective on April 17, 2025 and shall be published as required by law.

Published: [Insert Date of Publication]

Clerk and Recorder Sean Houghtby

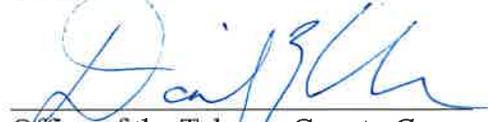
E-Contract Review
Approval as to Form

Department Name: County of Tehama Fire Department

Vendor Name: Tehama County Board of Supervisors

Document Description: Fire Hazard Severity Zone Map Ordinance

APPROVED AS TO FORM:



Office of the Tehama County Counsel

Daniel B. Klausner, Senior Deputy County Counsel

Date: 2/26/25



Tehama County

Agenda Request Form

File #: 25-0225

Agenda Date: 3/4/2025

Agenda #: 6.

CHILD SUPPORT SERVICES - Director Tonya Moore

Requested Action(s)

a) AGREEMENT - Request approval and authorization for the Child Support Services Director to sign the Amendment to Purchase Agreement Number 366PA24, dated 11/7/24 with ioPredict for the purpose of job analysis development, test development, and test administration for classifications within the County and training for staff related to CalHR requirements. The Amendment increases the maximum compensation to not exceed \$90,000, and extends the term of the agreement to 6/30/28

Financial Impact:

The requested actions will be paid for with state funding and do not impact the County General Fund. The Department has salary savings which will be utilized to fund this expenditure. California Department of Child Support Services (DCSS) gives Tehama DCSS a lump sum allocation to accomplish the mission of the department and meet operational needs. Subject to approval by the Board, Tehama DCSS has the flexibility by state funders to utilize and move the funds as necessary to operate and advance the department at any time of the year. At the end of the fiscal year, the department can carry over a very small percentage of state/federal funds to future years; the rest is given to another county or back to CA DCSS if left unspent.

Background Information:

In January 2025, the Board of Supervisors gave permission to the Personnel Director to sign the Conditional Approval for Tehama County to be an Approved Local Merit System (ALMS) with CalHR. The next 12 months is a transitional period where Personnel will make adjustments to Personnel Rules, and we will continue to work with CalHR on specific recruitments until we have developed a job analysis and exam for each position. Now that we are approved to be an ALMS County, we are expanding our original scope of work with ioPredict to enable us to complete this scope of work timely while we have state funds available.

Though CalHR may share some job analyses with Tehama County, their timeframes for completing one job analysis is an average of 8-12 months. For two job analyses we need, CalHR has paused work on one (Program Manager) and have no start date for another (Staff Services Analyst). Waiting for CalHR to complete the job analyses would delay our separation potentially a year and also prevent us from being able to move forward with exam development. By contracting with IO Predict, the department plans to complete all job analyses and exams within the next 3-4 months.

Scope of Work in FY 2024-25

Job Analyses

- Program Manager
- Child Support Specialist I/II/III
- Staff Services Analyst I/II/III

Exams

- Program Manager
- Office Assistant I/II/III
- Staff Services Analyst I/II/III
- Legal Clerk I/II/III
- Account Clerk I/II/III
- Supervisor

For the remainder of the contract the contractor will provide DCSS online candidate examinations, continued exam development as needed, and professional development as-needed.

AMENDMENT
TO THE AGREEMENT BETWEEN THE COUNTY OF TEHAMA
AND IOPREDICT, INC.

This Amendment to Agreement Number 366PA24, dated 11/7/2024, by and between the County of Tehama, through its Department of Child Support Services (County) and ioPredict (Contractor) for the provision of job analysis, test development, test administration, and validation services for classifications within the County, shall be amended as follows:

3. **COMPENSATION**

Contractor shall be paid in accordance with the Rates and Policies as outlined in Exhibit B but not to exceed a maximum amount of \$90,000.00. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

5. **TERM OF AGREEMENT**

This agreement shall commence July 1, 2024 and shall terminate June 30, 2028, unless terminated in accordance with section 6 below.

It is mutually agreed that all other terms and conditions of Agreement Number 366PA24 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: _____

Tonya Moore Director

ioPredict Inc.

Date: _____

Clinton Kelly, PhD

132392
Vendor Number

53230
Budget Account Number

ckelly@iopredict.com
Vendor/Contractor email address

(916) 276-4687
Vendor/Contractor phone number

PA24Standard Form of Amendment – Services adopted 4-27-10

**AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND
IOPREDICT, INC.**

This agreement is entered into between the County of Tehama and ioPredict, Inc. (Contractor) for the purpose of providing job analysis, test development, test administration, and validation services for classifications within the County.

1. **RESPONSIBILITIES OF CONTRACTOR**

During the term of this agreement, Contractor shall provide for County job analysis, test development, test administration, and validation services for classifications within the County as outlined in Exhibit B.

2. **RESPONSIBILITIES OF THE COUNTY**

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

3. **COMPENSATION**

Contractor shall be paid in accordance with the Rates and Policies as outlined in Exhibit B but not to exceed a maximum amount of \$50,000.00. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

4. **BILLING AND PAYMENT**

Contractor shall submit an invoice to County 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. County shall be obligated to pay only for services properly invoice in accordance with this section.

5. **TERM OF AGREEMENT**

This agreement shall commence July 1, 2024 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 Purchasing Agent.

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 by first-class mail to the following addresses:

If to County: Tehama County Administration
 Purchasing Agent
 727 Oak Street
 Red Bluff, CA 96080

If to Contractor: ioPredict
 2841 Highway 193
 Lincoln, CA 95648

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

28. **INFORMATION SECURITY**

In performance of this contract, the Contractor will not be given access to federal tax information (FTI). However, inadvertent or incidental access to FTI may occur. It is incumbent upon the Contractor to inform its officers and employees of the provisions of IRC Sections 7213 and 7213A Unauthorized Disclosure of Information and IRC Section 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information. Willful unauthorized disclosure of returns and return information is a felony punishable upon conviction by a fine as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Willful unauthorized disclosures of returns and return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1000 with respect to each instance of unauthorized disclosure. These penalties are set forth at 26 CFR 301.6103(n) 1.

Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C.552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5000.

Timely notification of an unauthorized disclosure of FTI is the most important factor. The Contractor will immediately, but no later than 24 hours, contact the agency upon identification of a possible issue involving FTI. The Contractor should not wait to conduct an internal investigation to determine if FTI was involved.

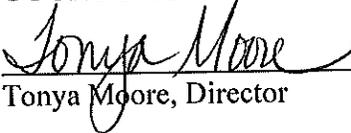
29. CONFIDENTIALITY OF CANDIDATE INFORMATION

When working with confidential candidate information, IO Predict will maintain the confidentiality of candidate information and exam results and will protect this information from unauthorized access or use. All confidential information must be cared for with the appropriate level of physical and electronic security and will only be shared with employees with a legitimate business need to know. In the event there is inadvertent exposure of candidate information, IO Predict will notify Tehama County immediately.

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

Date: 11-7-2024

COUNTY OF TEHAMA



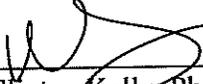
Tonya Moore, Director

Date: 11/7/24



Signer ID: HLWOTCG112...
Purchasing Agent

Date: November 7, 2024

ioPredict Inc.


Clinton Kelly, Ph.D.

Contractor Number

132392

Vendor Number

53230

Budget Account Number

ckelly@iopredict.com

Vendor/Contractor email address

(916) 276-4687

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 respect to 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 effecting the coverage required by these specifications at any time.



Proposal for Test Development & Validation

November 2024

Offered By



2841 Highway 193
Lincoln, CA 95648

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Project Overview

Tehama County (County) is seeking a contractor to provide job analysis, test development, test validation, and online test administration services for classifications within the County.

Background

This proposal is being offered by ioPredict, Inc. (ioP) who specializes in the development and validation of high stakes tests for employee selection, licensure, and certification. In addition, ioPredict offers a bank of "off-the-shelf" psychometrically sound on-line hiring tests custom built for a variety of public sector jobs. ioPredict's Doctorate and/or master's level Industrial-Organizational Psychologists each have between 17 – 38 years of test development and validation experience and have conducted job analyses and developed and/or validated high stakes pre-employment and promotional tests for numerous public and private sector organizations. Please see Appendix A for their Vitae.

Statement of Work

The County wishes to ensure that the assessment instruments used are both fair and valid for determining whether job candidates would be able to perform their jobs, if hired. Under the federal Uniform Guidelines on Employee Selection Procedures (UGESP), employers that use tests resulting in adverse impact must provide evidence of the job-relatedness (i.e., validity) of those tests. There are essentially two ways in which the validity of testing can be demonstrated to address Section 15 of the federal Uniform Guidelines: criterion-related validity or content-related validity.

Criterion Validity is based on a mathematical study that shows the test predicts or is related to job performance.

- Requires a statistical study with results that are "statistically significant" (less than 5% by chance).

Content Validity is based upon an inferential (non-statistical) connection between the important parts of the job and the test.

- Content validity is typically based on a job analysis of each of the jobs a test will be used for, and on ratings from, job experts (Subject Matter Experts¹ - SMEs).
- During a content-validity study, job experts also link the test being validated, either directly or indirectly, to important or critical job duties.
- Section 14C(2) of the Uniform Guidelines states, "The work behavior(s) selected for measurement should be critical work behavior(s) and/or important work behavior(s) constituting most of the job." Therefore, it would appear appropriate for work-sample tests that are designed to mimic and/or sample job duties to be directly linked to important/critical job duties.

We note that the current project proposes a content-validity approach, since that approach generally requires fewer participants and less time to conduct than criterion validation studies. Content-related test validation evidence is achieved by documenting the procedures used to conduct the job analysis and test development for each classification under study. For each classification that is evaluated, ioPredict will produce a Job Analysis, Test Development, and Validation Report to support the validity of the assessment instruments used to evaluate the pre-hire candidates. Each report will be written to satisfy the UGESP validation requirements and contain the following: a comprehensive list of the job duties and KSAs for each classification; the results of the job analysis questionnaire administered to SMEs; the linkage between the essential job duties and important/critical KSAs; the test plan outlining the test content areas; a narrative on the test development process; and a linkage between the test questions and the important/critical KSAs. Additionally, statistical item and test analysis reports will also be produced following the administration of the pre-hire assessment instruments. Table 1 contains all of the content validity requirements from the UGESP that will be addressed for each job analysis, test development, and validation project.

¹ SMEs should represent the demographics of the employee population with respect to gender, age, race, years of experience; be experienced and currently active in the position they represent; they should be representative of the various "functional areas" and or shifts, where job duties may differ; include between 10% to 20% supervisory personnel (e.g., supervisors, trainers).

Table 1: Content Validity Requirements from Section 15C of the Uniform Guidelines on Employee Selection Procedures

Uniform Guidelines Requirements	
Section	Key
15C(1)	R
15C(2)	S
15C(3)	R
15C(3)	S
15C(4)	R
15C(5)	S
15C(5)	S
15C(5)	S

Dates and location(s) of the job analysis should be shown.

An explicit definition of the purpose(s) of the study and the circumstances in which the study was conducted should be provided.

A description of existing selection procedures and cutoff scores, if any, should be provided.

The work behavior(s), the associated tasks, and, if the behavior results in a work product, the work products should be completely described.

Measures of criticality and/or importance of the work behavior(s) and the method of determining these measures should be provided.

Where the job analysis also identified the knowledges, skills, and abilities used in work behavior(s), an operational definition for each knowledge in terms of a body of learned information and for each skill and ability in terms of observable behaviors and outcomes, and the relationship between each knowledge, skill, or ability and each work behavior, as well as the method used to determine this relationship, should be provided.

The work situation should be described, including the setting in which work behavior(s) are performed, and where appropriate, the manner in which knowledges, skills, or abilities are used, and the complexity and difficulty of the knowledge, skill, or ability as used in the work behavior(s).

Selection procedures, including those constructed by or for the user, specific training requirements, composites of selection procedures, and any other procedure supported by content validity, should be completely and explicitly described or attached

If commercially available selection procedures are used, they should be described by title, form, and publisher

The behaviors measured or sampled by the selection procedure should be explicitly described

Where the selection procedure purports to measure a knowledge, skill, or ability, evidence that the selection procedure measures and is a representative sample of the knowledge, skill, or ability should be provided

The evidence demonstrating that the selection procedure is a representative work sample, a representative sample of the work behavior(s), or a representative sample of a knowledge, skill, or ability as used as a part of a work behavior and necessary for that behavior should be provided

The user should identify the work behavior(s) which each item or part of the selection procedure is intended to sample or measure

Where the selection procedure purports to sample a work behavior or to provide a sample of a work product, a comparison should be provided of the manner, setting, and the level of complexity of the selection procedure with those of the work situation

If any steps were taken to reduce adverse impact on a race, sex, or ethnic group in the content of the procedure or in its administration, these steps should be described.

Establishment of time limits, if any, and how these limits are related to the speed with which duties must be performed on the job, should be explained.

Measures of central tendency (e.g., means) and measures of dispersion (e.g., standard deviations) and estimates of reliability should be reported for all selection procedures if available. Such reports should be made for relevant race, sex, and ethnic subgroups, at least on a statistically reliable sample basis.

Table 1: Content Validity Requirements from Section 15C of the Uniform Guidelines on Employee Selection Procedures

Uniform Guidelines Requirements	
Section	Key
15C(6)	R
15C(6)	R
15C(7)	S
15C(8)	R
15C(9)	S

The alternative selection procedures investigated and available evidence of their impact should be identified

The scope, method, and findings of the investigation, and the conclusions reached in light of the findings, should be fully described

The methods considered for use of the selection procedure (e.g., as a screening device with a cutoff score, for grouping or ranking, or combined with other procedures in a battery) and available evidence of their impact should be described

This description should include the rationale for choosing the method for operational use, and the evidence of the validity and utility of the procedure as it is to be used

The purpose for which the procedure is to be used (e.g., hiring, transfer, promotion) should be described

If the selection procedure is used with a cutoff score, the user should describe the way in which normal expectations of proficiency within the work force were determined and the way in which the cutoff score was determined

In addition, if the selection procedure is to be used for ranking, the user should specify the evidence showing that a higher score on the selection procedure is likely to result in better job performance.

The name, mailing address, and telephone number of the person who may be contacted for further information about the validity study should be provided

The report should describe the steps taken to assure the accuracy and completeness of the collection, analysis, and report of data and results

Adherence to Professional Standards

All work proposed by ioPredict will follow professional standards and best practices based on the most current research. ioPredict consultants are knowledgeable of the federal laws, regulations, and professional standards listed below, and agree to adhere to their provisions when developing and validating assessment instruments for the Department.

- Civil Rights Act of 1964, as updated by the 1991 Civil Rights Act (Title VII)
- Americans with Disabilities Act (ADA) of 1990, as amended by the ADA Amendments Act of 2008
- Age Discrimination in Employment Act (ADEA)
- Federal Uniform Guidelines for Employee Selection Procedures
- OFCCP Federal Contractor Requirements and Regulations (such as the Internet Applicant Regulation)
- Principles for Validation and Use of Personnel Selection Procedures of the Society for Industrial and Organizational Psychology (2018)
- American Educational Research Association /American Psychological Association's Standards for Educational and Psychological Testing (2014)

Project Team

The services for the project will be provided the following individuals:

- Clinton Kelly, Ph.D.
- Brian Moritsch, M.S.
- Jason Schaefer, M.B.A., M.A.

Each of the individuals who will work on this project have between 17 -38 years of training and experience in the area of Industrial and Organizational Psychology, and have conducted job analysis, test/development, survey development, and validation studies for 100's of public sector organizations throughout the nation.

Dr. Clinton Kelly will serve as the project lead and primary contact at ioPredict for the County. Dr. Kelly manages the development and validation of all pre-hire consulting projects at ioP

and is excited to bring his expertise in test development and validation to assist the County in meeting its assessment goals.

Scope of Services and Pricing

This proposed scope is designed to provide the County with a solid methodology for job analysis, test development, and content-related validation that is designed to address all of the essential requirements of the UGESP. The table on the following pages provides a description of the methodology and deliverables offered per classification. We offer the County a tiered pricing structure with varying levels of involvement by ioPredict and the County. The same methodology will be adhered to for all classifications where work is performed, regardless of the tiered pricing structure. The primary difference is who is responsible for completing different steps of job analysis, test development, and content-related validation process.

Fully Completed by ioPredict

The table on the following pages outlines all of the steps and the responsible party for each step in a project that is fully completed by ioPredict. The County would primarily be responsible for recruiting SMEs to participate in the project, facilitating meeting times with SMEs, and providing ioPredict with any relevant documents for the classification (e.g., job specification, previous job analysis).

Shared Responsibility by ioPredict & Tehama County

In a project of shared responsibility, ioPredict and the County would work together to complete the project with the following separation of responsibilities:

1. Job Analysis

- a. ioPredict: Review/approve list of job duties and KSAs, publish job analysis survey, review job analysis results
- b. Tehama County: Facilitate and conduct SME meetings, develop job duty and KSA list, analyze job analysis results, create and collect job duty to KSA linkages

2. Test Development

- a. ioPredict: Recommend test plan based on job analysis results, develop aptitude test items, review/edit items developed by County SMEs

- b. Tehama County: Review/approve test items, provide job-related materials to ioPredict needed for writing aptitude items, facilitate item writing for job knowledge items
3. **Test Validation**
- a. ioPredict: Meet with County to prepare for validation meeting with SMEs, review test validation analysis
 - b. Tehama County: Conduct test validation meeting with SMEs, analyze test validation results
4. **Technical Report**
- a. ioPredict: Author technical report
 - b. Tehama County: Review/approve technical report
5. **Test Creation**
- a. ioPredict: Create test form
 - b. Tehama County: Review/approve test form

Completed by Tehama County with ioPredict Oversight and Approval

In a project completed by the County, each party would have the following responsibilities:

- 1. **Job Analysis**
 - a. ioPredict: Review/approve list of job duties and KSAs, review job analysis results
 - b. Tehama County: Facilitate and conduct SME meetings, develop job duty and KSA list, publish job analysis survey, analyze job analysis results, create and collect job duty to KSA linkages
- 2. **Test Development**
 - a. ioPredict: Recommend test plan based on job analysis results, develop aptitude test items, review/edit items developed by County SMEs
 - b. Tehama County: Review/approve test items, provide job-related materials to ioPredict needed for writing aptitude items, facilitate item writing for job knowledge items
- 3. **Test Validation**
 - a. ioPredict: Review test validation analysis

- b. Tehama County: Conduct test validation meeting with SMEs, analyze test validation results

4. Technical Report

- a. ioPredict: Review, edit, and approve technical report
- b. Tehama County: Author technical report

5. Test Creation

- a. ioPredict: Create test form
- b. Tehama County: Review/approve test form

Table 2: Test Development and Validation Process

Steps	Description	Deliverables
<p>1. Complete a <i>full</i> job analysis of the target position.</p>	<ul style="list-style-type: none"> A <i>full</i> job analysis would identify and evaluate all (or virtually all) of the critical/important work behaviors associated with the position, as well as all (or virtually all) of the knowledge, skills, and abilities (KSAs) needed to perform those duties. 	<ul style="list-style-type: none"> Subject Matter Expert (SME) ratings (e.g., frequency, importance, when needed, etc.) of the job duty and KSA statements. These ratings drive the development of the test plans for this position and serve a key role in the content-validation process.
<p>Step 1 Details for the job analysis:</p> <ul style="list-style-type: none"> ioP conducts 2-3 phone interviews with SMEs, approximately 30-45 mins each to gather information about job duties and KSAs required to carry out those job duties. ioP develops draft list of job duties and KSAs based on the previously developed statements for related positions, job descriptions, and information gathered during the phone interviews. The draft lists of job analysis statements are sent to 2-3 SMEs for a review (approximately 30-45 mins of time per SME). ioP publishes the initial job analysis survey, it is distributed to a minimum of 7-10 SMEs who need approximately 30 mins to complete it. ioP analyzes data from initial job analysis survey and readies the supplemental job analysis survey. ioP publishes the supplemental job analysis survey, it is distributed to between 3-5 supervisory and/or lead job incumbents who need approximately 1 to 1.5 hours to complete it. ioP analyzes the job analysis data and develops the test plan for the test. ioP facilitates a review (approximately 60 mins) with 3-5 SMEs to finalize the test plan for the position. 		

Table 2: Test Development and Validation Process		Deliverables
Steps	Description	
2. Facilitate development of new test items for the test. ²	<ul style="list-style-type: none"> ioPredict will work closely with County SMEs to develop new test items for the test. These questions will be developed to assess the KSAs deemed critical based on the job analysis results and will be designed to address generally accepted test-development and use standards. ioP item writers and County SMEs will closely collaborate to provide each other guidance and input during the item development process. ioP item writers will focus on the development of aptitude test items/content³, including any associated graphics, whereas County SME item writers will be needed to develop test items and associated content that assesses job knowledge (as required). 	<ul style="list-style-type: none"> A bank of new test items for the test.
Step 2 Details: <ul style="list-style-type: none"> ioP facilitates a 1 hour meeting to train 3-5 SMEs in item writing and review fundamentals who will serve as item writers/reviewers during the item develop process for the test. 		
3. Conduct content-related validation studies of the test items for the test, as well as identification of a potentially defensible cutoff score and time limits used during testing.	<ul style="list-style-type: none"> Determination of the job-relatedness of the bank of test items for the test. Determination of potentially defensible cutoff (pass/fail) and time limit criteria used during the testing process. 	<ul style="list-style-type: none"> Validation ratings including Angoff values which are used to set a legally defensible pass point for the test. A bank of validated items linked to the test plan and job analysis results which can be used to construct a fully validated hiring test for the position.
Step 3 Details: <ul style="list-style-type: none"> ioP facilitates a test validation meeting for the target position, (for both existing and new questions) and collects validation data from a minimum of 7-10 SMEs. The validation meeting/data collection takes approximately 2-6 hours of job expert time to complete. ioP will analyze the test item validation data and use this data to assemble an test with defensible pass points and time limits for the test. 		

² For many classifications, ioP has existing items and/or tests that can be used for the classification. In such cases, this step can be modified/skipped.

³ Test content that is derived from SOPs, CBAs, or other similar documents can be developed by the team at ioP.

Table 2: Test Development and Validation Process		
Steps	Description	Deliverables
4. ioP will produce a technical report for the target position to document the job analysis and content validation study for the test items.	<ul style="list-style-type: none"> • Production of a job analysis and validation report for the position that is designed to address essential requirements of Section 15C of the federal Uniform Guidelines on Employee Selection Procedures. • Specifically, the report will demonstrate how the various components of the test are critically tied to the job. The report will also include a potentially defensible passing scores and time limits (if appropriate) identified during the study for the position. 	<ul style="list-style-type: none"> • The job analysis and validation report will be provided to the County by ioP (approximately 3-4 weeks after validation data analysis is completed).
5. ioP creates a test from the validated items retained in step 3.	<ul style="list-style-type: none"> • Items retained during the validation process are used to construct a hiring test that conforms to the test plan created in step 1. • The pass point for this test is determined by using the Angoff ratings which makes the pass point legally defensible 	<ul style="list-style-type: none"> • Finalized bank of test items and one test form.

Services and Pricing

The following table provides the services/deliverables offered and its pricing. Once the tests for each classification have been finalized, ioPredict can provide test administration services for the Department, if desired/needed. Pricing for such services are outlined in the table below.

Pricing for Services

Consulting Services	Pricing
Job Analysis and Test Validation Process	
Fully Completed by ioPredict	\$12,000 per classification
Shared Responsibility by ioPredict & Tehama County ⁴	\$6,000 per classification
Completed by Tehama County with ioPredict Oversight and Approval	\$3,000 per classification
Test Development ⁵	\$45 per new item developed
Optional Services	
Online Testing Services	Pricing
Unproctored test administration per examinee (no cost if applicant doesn't open the link)	\$18 per candidate
Remote proctoring (Artificial Intelligence)	+\$15 per candidate
Creation of additional online test forms	\$599 each
Training Services	Pricing
Remote Training for Staff and the Development and Validation of E&Es and T&Es <ul style="list-style-type: none"> • 4 hour training • Includes recording of training and materials for attendees for future use/reference 	\$5,000

⁴ This price would also apply to classifications where Tehama County leverages a job analysis completed by CalHR that can be used as the foundation for the development and validation of test content.

⁵ This applies to multiple-choice item development. For many classifications, ioPredict has existing test items and no new item development would be needed or required. If the items developed can be used by ioPredict for other clients, then then new items will be developed free of charge. Items for other test types (e.g., structured interview or T&E) are not charged on a per item basis and are included as part of the per pricing classification.

ATTACHMENTS

TABLE OF CONTENTS

Professional Vitae of ioPredict Consultants..... Attachment A

References Attachment B

Attachment A
Professional Vitae of ioPredict Consultants

Clinton D. Kelly, Ph.D. Principal Consultant

Experienced consultant in testing and personnel selection, specializing in the areas of:

- Job Analysis and Validation
- Item Writing and Item Analysis
- Job knowledge and cognitive tests
- Licensure/certification tests
- Personality tests
- Structured oral Interviews
- Assessment centers
- Adverse impact

Education

- Ph.D., Applied Social Psychology, Brigham Young University
 - Dissertation Topic: The interactive effects of deployment and other organizational dynamics on sexual harassment in the military
- M.A., Industrial/Organizational Psychology, California State University, Sacramento
 - Thesis Topic: The Effects of Response Instructions on Situational Judgment Test Performance in a High-Stakes Employment Context
- B.S., Psychology, Brigham Young University

Professional Affiliations and Certifications

- Society for Industrial/Organizational Psychology
- International Personnel Assessment Council
- Certified to interpret and provide feedback on the suite of Hogan personality assessments – HPI, HDS, and MVPI

Work Experience

- Principal Consultant – ioPredict – Rocklin, CA
May 2019 to Present
Consulted with clients regarding personnel selection, which includes jobsite visits, survey development, job analysis, facilitating job expert workshops, item writing and analysis, adverse impact analysis, creation of technical reports, and demonstrating the utility of selection procedures. Consulting engagements have a particular focus on ensuring clients are utilizing selection tools that meet business needs while in alignment with the Uniform Guidelines on Employee Selection.
- Lecturer – California State University, Sacramento – Sacramento, CA
January 2018 to Present
Taught the undergraduate courses of "Industrial Psychology" and "Organizational Psychology." As the instructor I am responsible for selecting the text and preparing all lectures, course materials, tests, and grading. The courses provide an introduction to the field of Industrial/Organizational Psychology and include students from a variety of majors due to their overlap with other majors (e.g., business, healthcare administration, education, etc.).

- Senior Consultant –Biddle Consulting Group – Folsom, CA
February 2017 to April 2019
Consulted with clients regarding job analysis and test development, which includes jobsite visits, survey development, facilitating job expert workshops, item writing and analysis, adverse impact analysis, and creation of technical reports. Consulting engagements have a particular focus on ensuring clients are in alignment with the Uniform Guidelines on Employee Selection, while maximizing selection process validity.
- Senior Consultant – PSI Services, LLC – Burbank, CA
May 2016 to February 2017
Consulted with government and private sector clients in the area of personnel selection. My specific area of focus was creating tests (e.g., cognitive, job knowledge, personality, SJT) for personnel selection. As part of the test development process I regularly conducted job analysis studies, psychometric analyses (e.g., item difficulty/discrimination, cut scores, pass rates, adverse impact, reliability, equivalent alternative forms), facilitated subject matter expert meetings, and wrote technical reports.

Graduate Student Instructor –Brigham Young University – Provo, UT
- September 2014 to December 2014
Taught the undergraduate course "Introduction to Psychological Science." As the instructor I was responsible for selecting the text and preparing all lectures, course materials, tests, and grading. The course provided an introduction to the major areas of psychology and included students from a variety of majors because the class fulfills general education requirements.

Test Development Specialist –PSI Services, LLC – Burbank, CA
- January 2013 to May 2016
Developed licensure tests for government clients throughout the United States. This work included job analysis, psychometric analyses (e.g., item difficulty/discrimination, cut scores, pass rates, reliability, creating equivalent alternative forms), facilitating subject matter expert meetings, and writing technical reports. I was responsible for developing and maintaining over 300 licensure tests in six different states and developed licensure tests in over a dozen states in variety of licensure areas (e.g., construction, insurance, cosmetology).

HR Consultant –CPS Human Resource Services – Sacramento, CA
- July 2007 to August 2012
Consulted with government clients throughout the United States and Canada regarding recruitment and personnel selection. I primarily assisted public safety clients in selecting the most qualified and competent persons to employ in their organizations. My specific areas of focus were creating cognitive or job knowledge tests for high volume selection and the proper implementation of personality testing as a part of the hiring process. I was also involved in job analysis studies, 360 feedback, leadership development, and organizational surveys.

Graduate Student Assistant –California Contractors State License Board – Sacramento, CA
- October 2006 to July 2007
Assisted in the development of contractor licensure tests for the state of California. As part of my responsibilities I assisted in the dissemination and collection of job analysis questionnaires, conducted jobsite interviews and job observations, coordinated test development panels, assisted with item development/review panels, Angoff panels, and the creation of test forms.

Professional Presentations

- Kelly, C., Moritsch, B. (2020, May). Testing Job Applicants Remotely: Is Unproctored Testing a Viable Solution. Presented at the PTC-NC Training Forum.
- Kelly, C. (2019, June). How to Provide Local Validity Evidence for a Commercially Available Test. Presentation at the Annual PTC-NC Conference, Sacramento, California.
- Kelly, C., Schaefer, J. (2018, November). Understanding Basic Qualifications. Presented at the PTC-NC Training Forum.
- Kelly, C., Schaefer, J. (2018, August). How to Decide Applicant Basic Qualification Requirements for OFCCP Compliance. Presented at JobFindah Network Online Webinar.
- Babcock, E., Kelly, C., Schaefer, J. (2018, June). Pre-Employment Validated Assessments. Presented at the 2018 American Gas Association Operations Conference, Washington, DC.
- Kelly, C., Schaefer, J. (2018, June). Basic Qualifications, Testing, and Validation. Presented at the 44th AAAED National Conference, Atlanta, GA.
- Kelly, C., Schaefer, J. (2017, August). Test Validation: An Overview. Presented at the Local JobNetwork Online Webinar.
- Kelly, C. (2017, May). Developing Accurate and Legally Defensible Job Descriptions. Presentation at the Annual BevCap Conference, Orlando, FL.
- Schaefer, J., Kelly, C., & Fortson, H. (2016, August). Best Practices for Generating Test Specifications from Job Analysis Results. Presentation at the Annual IPAC Conference, Sacramento, CA.
- Weiner, J., Kelly, C., & Mirza, C. (2016, August). Situational Judgment Tests: Applications and Advances. Presentation at the Annual IPAC Conference, Sacramento, CA.
- Niwako, Y., Kelly, C., Dresden, B. E., Busath, G. L., & Riley, C. E. (2016). The predictive effects of work environment on stigma toward and practical concerns for seeking mental health services. *Military Medicine*, 181, e1546-e1552.
- Kelly, C., & Schaefer, J. (2014, July). The Effects of SME Edits on Item Performance. Presentation at the Annual IPAC Conference, Denver, CO.
- DeSousa, M., & Kelly, C. (2012, July). Organizational Surveys: Setting the Table for Employee Engagement in the Public Sector. Presentation at the Annual IPAC Conference, Las Vegas, NV.
- Kelly, C., & Schaefer, J. (2011, November). The Effects of Response Instructions on Situational Judgment Test Performance in a High-Stakes Employment Context. Presentation at the Annual PTC-SC Conference, Alhambra, California.
- Kelly, C., & Schaefer, J. (2011, July). Online Testing: Who's Doing It and What are They Doing? Presentation at the Annual IPAC Conference, Washington, D.C.
- Kelly, C., & Schaefer, J. (2011, July). The Effects of Response Instructions on Situational Judgment Test Performance in a High-Stakes Employment Context. Presentation at the Annual IPAC Conference, Washington, D.C.
- Fortson, H., Schaefer, J., & Kelly, C. (2010, July). Testing in Hard Times: What Agencies are Saying and What They are Doing. Presentation at the Annual IPAC Conference, Newport Beach, California.
- Fortson, H., Schaefer, J., & Kelly, C. (2010, July). Online Hiring: New Approach to an Old Issue. Presentation at the Annual IPAC Conference, Newport Beach, California.
- Kelly, C. (2010). Personality Tests: A Tool for Predicting High Performing Employees. White paper for CPS Human Resource Services.
- Kelly, C., & Wynn, J. (2009, September). A Hard Look at Harnessing Online Testing: What are Agencies Saying and What is There to Offer? Presentation at the Annual IPMA-HR and IPAC Conference, Nashville, Tennessee.
- Fortson, H., & Kelly, C. (2009, March). Job Analysis: Establishing a Solid Foundation. Presentation at the 23rd Annual PTC-NC Conference, Sacramento, California.
- Fortson, H., Kelly, C., Schaefer, J., & Young, P. (2008, June). On-Line Testing: An Investigation into On-line Testing Applications in the Public Sector. Presentation at the 32nd Annual IPMAAC Conference on Personnel Assessment, Oakland, California.

Jason Schaefer, M.A., M.B.A.
Principal Consultant

Employment History

- **Principal Consultant – ioPredict, Rocklin, CA**
May 2019 to Present
Responsible for personnel selection, which includes jobsite visits, survey development, job analysis, facilitating job expert workshops, item writing and analysis, adverse impact analysis, creation of technical reports, and demonstrating the utility of selection procedures. Consulting engagements have a particular focus on ensuring clients are utilizing selection that meet business needs while in alignment with the Uniform Guidelines on Employee Selection.

- **Senior Consultant, Biddle Consulting Group, Folsom CA.**
2017 – Present
Responsible for the management and execution of consulting projects focused on the development and validation of selection procedures (e.g., written tests, performance tests, interviews) while ensuring alignment with testing best practices and the federal Uniform Guidelines on Employee Selection. Collects and analyses validation and test performance data. Creates technical reports that document the results of test development and validation activities. Develops and administers employee survey instruments. Provides consulting on testing and selection related topics.

- **Test Development Specialist, PSI, Burbank CA.**
2012 – 2017
Performed the construction, maintenance and validation of licensure and certification tests used by agencies and States throughout the US. Designed and conducted job analysis studies, including surveys and focus groups. Developed test content specifications and items for written and/or performance tests. Facilitated test development workshops, committee meetings, and training sessions. Evaluated the performance of items and tests post-launch utilizing a variety of statistical procedures. Conducted standard setting studies, wrote technical reports and performed specialized research related to test construction and validation.

- **Senior Personnel Management Consultant, CPS Human Resource Services, Sacramento CA.**
2005 - 2012
Was responsible for the full range of test development and validation work on selection testinations used in the public sector including designing and administering multi-jurisdictional job analyses, writing, reviewing and revising test items, preparing test plans, constructing tests, conducting item relevancy & Angoff panels, conducting item tryouts, and writing technical reports. Provided technical guidance to clients in test design, use, and analysis. Presented research findings on topics of interest to testing professionals at professional conferences. Designed and administered surveys assessing employee engagement, job satisfaction, organizational climate, client satisfaction, program/process effectiveness, and 360-degree feedback. Facilitated pre and post survey focus groups and assisted in action plan development and implementation. Survey project clients included: California State Personnel Board, California Department of Mental Health, California Department of Consumer Affairs, California Lottery, Napa Sanitation District, Western Municipal Water District and City of Greenville.

Professional Experience

Job Analysis/Data Collection

- Plans job analysis studies to ensure compliance with legal standards and best practices and develops sampling plans and constructs survey instruments
- Conducts all phases of job analyses including interviews and job observations, facilitating subject matter expert focus groups, survey development, and data collection and analysis
- Writes technical reports fully documenting job analysis methodology

Testation and Survey Development

- Prepares test specifications and test plans based on job analysis results
- Develops and edits test and survey items to assess relevant constructs
- Facilitates focus groups and subject matter expert panels
- Constructs web-based surveys using Qualtrics, Hosted Survey and Survey Monkey

Statistical Analysis

- Performs analysis on test and item performance (e.g., Differential Item Functioning (DIF) analysis, fairness, test reliability, item discrimination, adverse impact analysis)
- Performs statistical analysis of survey/research data using SPSS/PASW (e.g., multiple regression, ANOVA, MANCOVA, logistic regression)
- Performs standardization of written test and interview panel scores
- Performs data analysis for criterion validation studies

Education

- M.A. in Industrial/Organizational Psychology, California State University, Sacramento
- M.B.A, California State University, Sacramento
- B.A. in Business Administration, California State University, Sacramento
- B.A. in Psychology, California State University, Sacramento

Professional Affiliations

- Society for Industrial and Organizational Psychology (SioP)
- Personnel Testing Council of Northern California (PTC-NC)
- International Public Management Association for Human Resources (IPMA-HR)
- International Personnel Assessment Council (IPAC)

Research/Presentations

- Kelly, C., Schaefer, J. (2018, November). Understanding Basic Qualifications. Presented at the PTC-NC Training Forum.
- Kelly, C., Schaefer, J. (2018, August). How to Decide Applicant Basic Qualification Requirements for OFCCP Compliance. Presented at JobFindah Network Online Webinar.
- Babcock, E., Kelly, C., Schaefer, J. (2018, June). Pre-Employment Validated Assessments. Presented at the 2018 American Gas Association Operations Conference, Washington, DC.
- Kelly, C., Schaefer, J. (2018, June). Basic Qualifications, Testing, and Validation. Presented at the 44th AAAED National Conference, Atlanta, GA.
- Kelly, C., Schaefer, J. (2017, August). Test Validation: An Overview. Presented at the Local JobNetwork Online Webinar.
- Schaefer, J., Kelly, C., Fortson, H. (2016, August). Best Practices for Generating Test Specifications from Job Analysis Results. Presentation at the IPAC Conference on Personnel Assessment, Sacramento CA.
- Kelly, C., Schaefer, J. (2014, July). The Effects of SME Edits on Item Performance. Presentation at the IPAC Conference on Personnel Assessment, Denver CO.
- Kelly, C., Schaefer, J. (2011, July). The Effects of Response Instructions on Situational Judgment Test (SJT) Performance in a High Stakes Employment Context. Presentation at the IPAC Conference on Personnel Assessment, Washington DC.
- Kelly, C., Schaefer, J. (2011, July). Online Testing: Who's Doing it and What are They Doing? Presentation at the IPAC Conference on Personnel Assessment, Washington DC.
- Fortson, H., Kelly, C., Schaefer, J. (2010, July). Testing in Hard Times: What Agencies are Saying and Doing. Presentation at the IPAC Conference on Personnel Assessment, Newport Beach, CA.
- Fortson, H., Kelly, C., Schaefer, J. (2010, July). On-Line Hiring: A New Approach to an Old Issue. Presentation at the IPAC Conference on Personnel Assessment, Newport Beach, CA.
- Schaefer, J. (2010, April). Item Format Recommendations: Effects on Item Difficulty and Discrimination. Presented at the Personnel Testing Council-Northern California Training Meeting, Sacramento, CA.
- Schaefer, J. (2009). The Effects on Stem Completeness and Stem Orientation on Item Difficulty and Discrimination. Thesis, California State University, Sacramento CA.
- Schaefer, J. (2008, June). The Effects of Stem Completeness and Stem Orientation on Item Difficulty and Discrimination. Presentation at the 32nd Annual IPMAAC Conference on Personnel Assessment, Oakland, California.
- Fortson, H., Kelly, C., Schaefer, J., Young, P. (2008, June). On-Line Testing: An Investigation into On-line Testing Applications in the Public Sector. Presentation at the 32nd Annual IPMAAC Conference on Personnel Assessment, Oakland, California.
- Johnson, K., Schaefer, J. (2008, April). Job Analysis – An Interpretive Dance: Exploring the Strategic Utilization of Job Analysis within Human Resources. Presentation at the Western Region IPMA-HR Conference, Sacramento, California.
- Brotherton, J., Schaefer, J., Warfe, D., & Zamansky, L. (2004, August). An Testination of the Effects of Transformational Leadership Behaviors, Affective Commitment, and Narcissism on Turnover Intentions. Poster presentation at the Annual Conference of the American Psychological Association, Honolulu, HI.

Brian G. Moritsch, M.A. Principal Consultant

Over 38 years of professional experience in testing and personnel selection, specializing in the areas of:

- Job Knowledge and Cognitive Tests
- Job Analysis
- Test Validation Procedures and Documentation
- Item Writing
- Test and Item Analyses
- Licensure/Certification Tests
- Testination Standard Setting Methodologies
- Auditing Test Development and Test Administration Programs
- Classification Systems and Job Descriptions

Employment History

- Principal Consultant, ioPredict, Sacramento, CA
2019 – Present
Primarily responsible for the development and validation of selection procedures (e.g., written tests, performance tests, personality tests, structured interviews) in accordance with the federal Uniform Guidelines on Employee Selection and relevant professional standards. Authors technical reports that document the results of test development and validation activities. Provides consulting on testing and selection related topics.
- Psychometrician, National Association of State Contractor Licensing Agencies (NASCLA)
2016 – Present
Responsible for the development and validation of national construction licensure testinations, conducting national occupational analyses, the development and application of accreditation standards, auditing test development and test administration vendors, and conducting test and item analyses.
- Project Manager and Trainer, CPS HR Consulting
2013 – 2019
Managed individual consulting projects for governmental agencies. Projects were in the field of classification and compensation, job analysis, test development, and test evaluation. Developed and conducted training workshops in the following areas: data analysis, statistics, test development, job analysis, item writing, basic mathematics, and structured oral interviews.
- Manager of Licensure Test Development, PSI, L.L.C., Burbank CA
2006 - 2013
Managed PSI's Licensure Test Development program, overseeing the development and maintenance of over 1,700 licensure tests in 35 different states (including tests in construction trades, real estate, insurance, and cosmetology). Developed national licensure testinations. Responsibilities include: supervising other Test Development Specialists, performing test and item analyses, facilitating SME Review Committee meetings, and developing test plans.

- Consultant, Primary Publications, Folsom CA
1995 - 2006
Proprietor of a test development consulting firm specializing in the development of written testations. Projects included developing various subtests of the U.S. Military's Armed Services Vocational Aptitude Battery (ASVAB), entry-level and promotional law enforcement and fire service tests, and certification and licensing tests for various states. Conducted multi-jurisdictional job analyses for various occupational, credentialing, and licensing classifications. Conducted workshops to train item writers.
- Senior Research Analyst, U.S. Department of Labor, Sacramento CA
1989 - 1995
Conducted research for the U.S. Department of Labor to develop various federal assessment instruments, including: new forms of the General Aptitude Test Battery (GATB); the development of the Database of Occupational Titles' Online Network (O*NET); a computer-adaptive version of the GATB; a biographical data assessment instrument for clerical occupations; and an employee attitude survey for the U.S. Forest Service. Responsibilities included: acting in a lead capacity over other researchers on various projects; conducting/interpreting item analysis statistical procedures using various software packages; writing the D.O.L. Test Development Manual; writing/reviewing technical reports; writing/reviewing Biodata testation questions; conducting literature reviews; gathering field data (predictor and criteria); and attending/speaking at various professional conferences and seminars. Developed an employee attitude survey for the U.S. Forest Service that was administered to over 50,000 Forest Service employees; conducted the statistical analysis of the survey results.
- Senior Personnel Analyst, San Francisco Police and Fire Departments, CA
1984 - 1989
Developed, administered, and validated oral, written, physical ability, audio/video, and assessment center testations under the constraints of Federal Consent Decrees. Responsibilities included: supervising other Personnel Analysts; conducting job analyses; performing adverse impact, item analysis, and statistical cut-off score analyses; and responding to testation protests.

Education

- Master of Arts In Educational Psychology, San Francisco State University, California
- Bachelor of Arts, University of California at Berkeley

Professional Affiliations and Offices Held

- 2006 Board of Directors, Personnel Testing Council of Northern California
- 1996 - 1999 Board of Directors, Folsom Children's Museum
- 1995 - 1996 Board of Directors, Personnel Testing Council of Northern California
- 1994 President, Personnel Testing Council of Northern California
- 1994 Conference Chairperson, Personnel Testing Council of Northern California
- 1992 – 1996 Member, National Council on Measurement in Education
- 1991 – 1995 Member, International Personnel Management Association Assessment Council
- 1989 - Present Member, Personnel Testing Council of Northern California

Professional Publications

- Moritsch, B. G. A Review of Pre-employment Selection Procedures. *HR Strategies '96*, Council on Education in Management, July 1996
- Moritsch, B. G. Recruiting Entry-Level Firefighters in the 90s. *Speaking of Fire*, Fire Protection Publications, 1990, No. 3, pg. 4.
- Moritsch, B. G., & Suter, W. N. Correlates of Halo Error in Teacher Evaluations. *Educational Research Quarterly*, 1988, Vol.12, No. 3, pg. 29-34.
- Lingren, H. C., Moritsch, B. G., Thulin, E. K., & Mich, G. Validity Studies of Three Measures of Achievement Motivation. *Psychological Reports*, 1986, 59, pg. 123-136.

Presentations

- Online Unproctored Testing: A Review of the Research, Test Administration Procedures, and Test Results. Presentation given at the 2023 IPMA-HR Eastern Regional Spring Conference.
- Kelly, C., Moritsch, B. (2020, May). Testing Job Applicants Remotely: Is Unproctored Testing a Viable Solution. Presented at the PTC-NC Training Forum.
- Test Development: What your Supervisors, Professors, and text books did NOT teach you. Presentation given at the 2010 Personnel Testing Council of Northern California's (PTC/NC) Spring Conference, Berkeley, California.
- Outsourcing Testation Development: Legal Requirements and Practical Considerations. Presentation given at the 2006 IPMAAC Conference, Las Vegas, NV.
- Developing Multiple Choice Items. Half-day workshop sponsored by the Personnel Testing Council of Northern California (PTC/NC), August 1997.
- A Review of Pre-employment Selection Procedures. Presentation given at the 1996 Council on Education in Management's HR Strategies Conference, July 1996, San Francisco, California.
- Revisions to the *Standards for Educational and Psychological Testing*. Presentation given at the 1996 Personnel Testing Council of Northern California's (PTC/NC) Spring Conference, Sacramento, California.
- Developing Quality Written Testinations. Half-day workshop sponsored by the Personnel Testing Council of Northern California (PTC/NC), November 1995, Berkeley, California.
- Developing Employee Attitude Surveys. Presentation given at 1995 Personnel Testing Council of Northern California's (PTC/NC) Spring Conference, Berkeley, California.
- Personnel Management: Past, Present, and Future. Presidential address given at the 1994 Personnel Testing Council of Northern California's (PTC/NC) Spring Conference, Folsom, California.
- Item Writing Techniques. Conducted half-day workshop at the International Personnel Management Association Assessment Counsel's (IPMAAC) Annual Conference, Baltimore, June 1992.
- The Effect Adverse Impact and Legal Requirements Have on Selecting Employees. Workshop at the 1990 California Fire Chiefs' Association/Training Officers' Conference, San Jose, California.
- Considerations in Setting Passpoints on Civil Service Testinations. Address given at the 1989 California Fire Chiefs' Association/Training Officers' Annual Conference, Fresno, California.

Attachment B References

Contra Costa County Human Resources Department: Alycia Leach, HR Analyst, Phone: 925-335-1779, email: alycia.leach@hrd.cccounty.us

City of Pasadena Human Resources Department: Tiffany Jacobs-Quinn, HR Manager, Phone: 626 744-4126, email: tjacobsquinn@cityofpasadena.net

City of Rocklin Human Resources Department: Elise Hardy, HR Analyst, Phone: 916-625-5057, email: elise.hardy@rocklin.ca.us

City of Vacaville Human Resources Department: Regina Sickels, HR Analyst, Phone: 707-449-5108, email: regina.sickels@cityofvacaville.com

East Bay Municipal Utilities District: Howard Fortson, Managing HR Analyst, Phone: 510-287-0734, email: howard.fortson@ebmud.com

Eldorado County Human Resources Department: Michael Redding, HR Analyst, Phone: 530-621-5531, email: michael.reddin@edcgov.us

Placer County Human Resources Department: Erica Priddle, HR Analyst, Phone: 530-886-4656, email: epriddle@placer.ca.gov

Seattle City Lights Human Resources Department: Courtney Fuller, Sr. Talent Acquisition Specialist, Phone: 206-684-0238, email: Courtney.fuller@seattle.gov

Washington Metropolitan Area Transit Authority: Milan Perazich, Project Manager, phone: 202 641-1667, email: MPerazich@wmata.com

E-Contract Review
Approval as to Form

Department Name: Child Support Services

Vendor Name: ioPredict

Contract Description: For the purpose of job analysis development, test development, and test administration for classifications within the County and training for staff related to CalHR requirements

APPROVED AS TO FORM:



Date: 2/10/2025

Office of the Tehama County Counsel
Margaret Long, County Counsel



Tehama County

Agenda Request Form

File #: 25-0271

Agenda Date: 3/4/2025

Agenda #: 7.

HEALTH SERVICES AGENCY / MENTAL HEALTH - Executive Director Jayme Bottke

Requested Action(s)

a) Request the Chair rescind Miscellaneous Agreement #2024-376, previously approved by the Board of Supervisors on 12/17/24

b) AGREEMENT - Request approval and authorization for the Executive Director to sign Agreement #10482-TC-QM-24/25 with the California Mental Health Services Authority (CalMHSA) for participation in the Quality Measures and Performance Improvement Program with total funding in the amount of \$14,400, effective upon execution and shall terminate 12/31/25

Financial Impact:

Mental Health Services Act (MHSA) dollars will be utilized to pay for these services. There is no impact on the General Fund.

Background Information:

On 12/17/24, the Board of Supervisors reviewed and approved the agreement with CalMHSA for participation in the Quality Measures and Performance Improvement Program. After the Board of Supervisors approved this agreement, CalMHSA found that the Business Associate Agreement attached and incorporated into the agreement was an outdated version. The Department has since worked with CalMHSA and our County Counsel to revise the agreement with the correct Business Associate language. The Department is requesting to rescind the previously approved agreement (Misc. Agree. #2024-376) and approve this corrected version.

This Participation Agreement to participate in the Quality Measures and Performance Improvement Program (QMPIP) will support Behavioral Health in meeting the Department of Healthcare Services (DHCS) mandated Healthcare Effective Data and Information Set (HEDIS) reporting requirements for Measurement Year 2024. HEDIS is one of health care's most widely used performance improvement tools to evaluate and drive health care quality. CalMHSA will utilize data provided by the department to calculate the five required Mental Health Plan measures and produce one annual report to help the Participants target interventions and meet state requirements. CalMHSA will host webinars to support Participants in orienting to HEDIS measurement and related performance improvement strategies.

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: January 17, 2025

OFFICE OF
THE CLERK OF THE BOARD OF SUPERVISORS

FROM THE DESK OF Sean Houghtby

TO: Osmara Herrera

RE: Return of Signature Page(s)

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

- 5. HEALTH SERVICES AGENCY / MENTAL HEALTH 24-2187**
a) AGREEMENT - Approval and authorization for the Executive Director to sign Agreement #10482-TC-QM-24/25 with the California Mental Health Services Authority (CalMHSA) for participation in the Quality Measures and Performance Improvement Program with total funding in the amount of \$14,400, effective 12/17/24 through 12/31/25.
Enactment No: MISC. AGR 2024-376

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

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
QUALITY MEASURES AND PERFORMANCE IMPROVEMENT PROGRAM
Fiscal Year 24-25

COVER SHEET

Tehama County (“Participant”) desires to participate in the Quality Measures and Performance Improvement Program (“Program”) offered by the California Mental Health Services Authority (“CalMHSA”) on the terms provided in this Participation Agreement (“Agreement”). Participant acknowledges that the Program also will be governed by CalMHSA’s Joint Powers Agreement and its Bylaws. The Agreement is effective upon execution through December 31, 2025 (“Term”). The following exhibits are attached and form part of this Agreement:

- Exhibit A Detailed Program Description, Requirements, Restrictions
- Exhibit B General Terms and Conditions
- Exhibit C JPA-BAA

1. **Summary of Program:** CalMHSA is offering the following Program to Counties:

The Quality Measures and Performance Improvement Program (“Program”) will support the Participant in meeting the Healthcare Effectiveness Data and Information Set (“HEDIS”) reporting requirements for Measurement Year (MY) 2024.

2. **Funding:** The Program requires the following funding and payments:

Participant will pay a fixed fee for Services delivered in the total amount of \$14,400 CalMHSA will invoice Participant directly for the Services. Payment for all Services shall be made within 30 days of receipt of CalMHSA invoice for the Services.

3. The maximum amount payable under this Agreement is not to exceed \$14,400.

Authorized Signatures:

CalMHSA

Signed: _____ Name (Printed): Dr. Amie Miller, Psy.D., MFT

Title: Executive Director Date: _____

Participant: TEHAMA COUNTY

Signed: _____ Name (Printed): Jayne S. Bottke

Title: Executive Director Date: _____

Signed: _____ Name (Printed): _____

Title: County Counsel _____ Date: _____

Signed: _____ Name (Printed): _____

Title: _____ Date: _____

Participation Agreement

EXHIBIT A – Detailed Program Description, Obligations, Restrictions

Detailed Program Description:

The Quality Measures and Performance Improvement Program (Program) will support the Participant in meeting the Healthcare Effectiveness Data and Information Set (“HEDIS”) reporting requirements for Measurement Year (MY) 2024. CalMHSA will utilize data provided by the Participants to calculate the five required Mental Health Plan (MHP) measures and produce one annual report to help Participants target interventions. Participant data will include Monthly Medi-Cal Eligibility Files (“MMEF”), County 837 claims, and data contained in the DHCS Plan Data Feed files, including, Managed Care Plan (“MCP”) claims data, pharmacy claims, additional county Mental Health Plan (“MHP”) claims data, and Fee for Service (FFS) claims. Other data sources mutually agreed upon between the Parties may be utilized, as set forth below, but may also result in additional expense/delay. In keeping with HIPAA and National Committee of Quality Assurance (“NCQA”) HEDIS reporting compliance regulations and data retention guidelines, all data received by CalMHSA through this Agreement will be retained by CalMHSA for a period not to exceed six years after Agreement execution. All data will be destroyed after it has been retained for six years. CalMHSA will utilize the NCQA proprietary measure specifications to inform the analysis and will provide Participants with the results of the analysis of performance on the relevant measures. CalMHSA will provide additional information to DHCS and/or the California External Quality Review Organization (CalEQRO) if requested by Participant. Additionally, CalMHSA will host webinars to support Participants in orienting to HEDIS measurement and related performance improvement strategies.

Services to be completed:

CalMHSA shall:

- Analyze HEDIS measures results based on NCQA MY 2024 specifications using data provided by the Participant.
 - MHP Measures:
 - Follow-Up After Emergency Department for Mental Illness (FUM)
 - Follow-Up After Hospitalization for Mental Illness (FUH)
 - Antidepressant Medication Management (AMM)
 - Use of First Line Psychosocial Care for Children and Adolescents on Antipsychotics (APP)
 - Adherence to Antipsychotic Medications for Individuals with Schizophrenia (SAA)
- Provide one annual report to participants with aggregated measure results. The report will include descriptive analyses, including stratifications by demographic data, to help counties target interventions.
- Accept required data files from Participant via secure file transfer.
- For Participants Utilizing SmartCare:
 - Extract relevant MMEF and MHP services and/or 837 claims data from SmartCare EHR.

Participant shall:

- Provide required data for HEDIS analysis as described in the table below.
- Submit files in the table below without a nested folder structure. For 837 data, one folder can include many data files, but one folder should not contain multiple sub-folders.
- Grant CalMHSA the right to use, any MY 2024 data provided or generated, for the purpose of improving CalMHSA's products and services, in compliance with applicable laws and regulations regarding data protection and privacy as it pertains to this Agreement's scope of work.
- Communicate all questions and concerns to CalMHSA via ManagedCare@calmhsa.org.

TABLE 1				
	Data Description	Data Source	File Example	Date Range
1	MHP Service Claims	837 claims files	DMH-##-837P-03302024-161.dat	837 claims files containing services from January 1, 2023 through December 31, 2024
2	MHP Plan Data Feed	Plan Data Feed Files (APCD-CDL)	APCD.CDL.M202412.CNTY##.zip (includes CDL.MC & CDL.PC files)	Plan Data Feed files containing services from January 1, 2023 through December 31, 2024
3	Medi-Cal Eligibility Files	MMEF files	MEDS-##.TXT	Eligibility files covering the months of January 2023 to December 2024
## is for the county id number				

*Participant and CalMHSA may mutually agree to alternative data sources that can be used if the above are not available, (e.g) Custom EHR files with required fields or 837 files received from MCP(s).

Program Restrictions:

- Timelines and technical requirements may need adjusting due to unique circumstances.
- Client level and/or event level data will not be provided to the participant under this Agreement.

Participation Agreement
EXHIBIT B - General Terms and Conditions

I. Definitions

The following words, as used throughout this Agreement, shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

- A. CalMHSA – California Mental Health Services Authority, a Joint Powers Authority (JPA) created by counties in 2009 at the instigation of the California Mental Health Directors Association to jointly develop and fund mental health services and education programs.
- B. Member – A County (or JPA of two or more Counties) that has joined CalMHSA and executed the CalMHSA Joint Powers Agreement.
- C. Mental Health Services Act (MHSA) – A law initially known as Proposition 63 in the November 2004 election that added sections to the Welfare and Institutions Code.
- D. Mental Health Services Division (MHSD) – The Division of the California Department of Health Care Services responsible for mental health functions.
- E. Participant – Any County participating in the Program either as Member of CalMHSA or under a Memorandum of Understanding with CalMHSA.
- F. Program – The program identified in the Cover Sheet offered by CalMHSA under the Agreement.

II. Responsibilities

- A. Responsibilities of CalMHSA:
 - 1. Provide the Program as described in the Agreement;
 - 2. Act as the Fiscal and Administrative agent for the Program.
 - 3. Manage funds received consistent with the requirements of applicable laws, regulations, and this Agreement.
 - 4. Provide regular fiscal reports to Participant and/or other public agencies with a right to such reports.
 - 5. Comply with CalMHSA's Joint Powers Agreement and Bylaws.
- B. Responsibilities of Participant:
 - 1. Pay for the Program as set out in this Agreement. Payments are due within 30 days of receipt of an invoice or, as applicable, within 30 days of Agreement execution.
 - 2. Provide CalMHSA and any other parties deemed necessary with requested information and assistance to fulfill the purpose of the Program.
 - 3. Where applicable, ensure completion of any Participant requirements set out in Exhibit A including all assessments, creation of individual case plans, and providing or arranging for services.
 - 4. Cooperate by providing CalMHSA with requested information and assistance to fulfill the purpose of the Program.

5. Provide feedback on Program performance.
6. Comply with applicable laws, regulations, guidelines, contractual agreements, JPA requirements, and bylaws.

III. Amendment. This Agreement may be supplemented, amended, or modified only by the mutual agreement of CalMHSA and the Participant, expressed in writing and signed by an authorized representative of both parties.

IV. Withdrawal, Cancellation, and Termination

- A. Participant may withdraw from the Program and terminate the Agreement upon six (6) months' written notice to CalMHSA. Notice shall be deemed served on the date of mailing.
- B. CalMHSA may terminate, cancel, change, or limit the Program due to circumstances, including but not limited to, lack of County participation, government restrictions, issues with vendors or their services/platforms/products, lack of funding, governmental funding changes, inability to provide the Program due to vendor(s), regulatory changes, force majeure, or other issues.
- C. If applicable, upon cancellation, termination, or other conclusion of the Program, any funds remaining undisbursed after CalMHSA satisfies all obligations arising under the Program shall be returned to Participant. However, funds used to pay for completed deliverables, services rendered, upfront fees to create the Program, or fees for any portal or platform, ongoing services etc. are not subject to such reversion (subject to applicable laws). Unused funds that were paid for by a joint effort will be returned pro rata to Participant in proportion to payments made. Adjustments may be made if disproportionate benefit was conveyed to a particular Participant. Excess funds at the conclusion of county-specific efforts will be returned to the particular County that paid them per the Program.

V. Fiscal Provisions. Participant will pay a fixed fee for Services delivered in the total amount of \$14,400 CalMHSA will invoice Participant directly for the Services. Payment for all Services shall be made within 30 days of receipt of CalMHSA invoice for the Services. Funding is not to exceed \$14,400 over the course of the Program Term.

Deliverable	Cost
MHP HEDIS Measures Analysis	\$14,400

VI. Indemnification

- A. **Indemnification.** To the fullest extent permitted by law, each party shall hold harmless, defend and indemnify the other party, including its governing board, employees and agents from and against any and all claims, losses, damages, liabilities, disallowances, recoupments, and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from the indemnifying party's negligence or willful conduct in the performance of its obligations under this Agreement, including the performance of the other's subcontractors, except that each party shall have no obligation to indemnify the other for damages to the extent resulting from the negligence or willful misconduct

of any indemnitee. Each party may participate in the defense of any such claim without relieving the other of any obligation hereunder.

- B. No Responsibility for Mental Health Services.** CalMHSA is not undertaking responsibility for assessments, creation of case or treatment plans, providing or arranging services, and/or selecting, contracting with, or supervising providers (collectively, “mental health services”). Participant will defend and indemnify CalMHSA for any claim, demand, disallowance, suit, or damages arising from Participant’s acts or omissions in connection with the provision of mental health services.

Exhibit C

BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

Tehama County Health Services Agency, Behavioral Health, is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

CalMHSA performs or provides functions, activities or services to Tehama County Behavioral/Mental Health Department that require CalMHSA in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, CalMHSA is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between Tehama County Health Services Agency, Behavioral Health, and CalMHSA in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor (CalMHSA).
- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean Tehama County Health Services Agency, Behavioral Health.
- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.

- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 162.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.

- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

- 4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

- 5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.
- 5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.
- 5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.
- 5.1.3. Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.

5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.

5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(530) 527-8491 x3046** that minimally includes:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The name and contact information for a person highly knowledge of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **Compliance Officer at: Compliance Officer, Tehama County Health Services Agency, Mental Health, Address P O Box 400, Red Bluff, CA 96080, Email complianceofficer@tchsa.net**, that includes, to the extent possible:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;

- (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
- (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.

6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.

6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify CalMHSA.

6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to

contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.

- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individual(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.
- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.
- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.

- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
- 9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:
- (a) The date of the Disclosure;
 - (b) The name, and address if known, of the entity or person who received the Protected Health Information;
 - (c) A brief description of the Protected Health Information Disclosed; and
 - (d) A brief statement of the purpose of the Disclosure.
- 9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1 and shall maintain the information for six (6) years from the date of the Disclosure.
- 9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528
- 9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

- 10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).
- 10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

- 11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.
- 11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

- 12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. BREACH NOTIFICATION TO INDIVIDUALS

- 13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.
- 13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.
- 13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:
- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
 - (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
 - (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
 - (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

- 13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.
- 13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. INDEMNIFICATION

- 14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.
- 14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF COVERED ENTITY

- 15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.
- 15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. TERM

- 16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Participation Agreement, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

- 17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Participation Agreement, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.
- 17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Participation Agreement, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

- 18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.
- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.
- 18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.
- 18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

19. AUDIT, INSPECTION, AND EXAMINATION

19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.

19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.

19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.

19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.

19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Participation Agreement, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

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20. MISCELLANEOUS PROVISIONS

- 20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

AUTHORIZED SIGNORS:

TEHAMA COUNTY HEALTH SERVICES AGENCY,

Signed:  Name (Printed): Valerie S. Lucero
 Title: Executive Director Date: 10/3/18
 Address: P O Box 400, Red Bluff, CA 96080
 Phone: 530 527-8491 Email: Valerie.Lucero@tchsa.net

Signed: _____ Name (Printed): _____
 Title: _____ Date: _____
 Address: _____
 Phone: _____ Email: _____

APPROVED AS TO FORM:

Signed: _____ Name (Printed): _____
Title: _____ Date: _____
Address: _____
Phone: _____ Email: _____

Signed: _____ Name (Printed): _____
Title: _____ Date: _____
Address: _____
Phone: _____ Email: _____

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY (CalMHSA)

Signed: *J. Chiquin* Name (Printed): John E. Chiquin
Title: Executive Director or Chief Operating Officer Date: 11/6/18
Address: c/o George Hills Company, 3043 Gold Canal Drive, Rancho Cordova, CA 95670
Phone: (916) 859-4800 Email: John.Chiquin@calmhsa.org

Signed: *Dawan Utecht* Name (Printed): Dawan Utecht
Title: CalMHSA President Date: 11.14.18

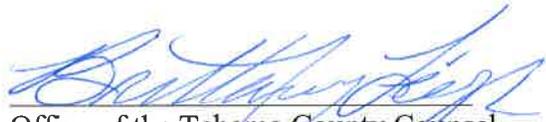
E-Contract Review
Approval as to Form

Department Name: Tehama County Health Services Agency

Vendor Name: California Mental Health Services Authority

Contract Description: Participation Agreement in Quality Measures and Performance Improvement Program

APPROVED AS TO FORM:



Office of the Tehama County Counsel
Brittany T. Ziegler, Deputy County Counsel

Date: 12/02/2024



Tehama County Minutes Certification

File Number: 24-2187

Enactment Number: MISC. AGR 2024-376

5. HEALTH SERVICES AGENCY / MENTAL HEALTH 24-2187

a) AGREEMENT - Approval and authorization for the Executive Director to sign Agreement #10482-TC-QM-24/25 with the California Mental Health Services Authority (CalMHSA) for participation in the Quality Measures and Performance Improvement Program with total funding in the amount of \$14,400, effective 12/17/24 through 12/31/25.

Enactment No: MISC. AGR 2024-376

Approval of the Consent Agenda.

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

RESULT: APPROVED THE CONSENT AGENDA

MOVER: Pati Nolen

SECONDER: William Moule

AYES: Supervisor Moule, Supervisor Carlson, Supervisor Nolen, Vice Chair Hansen, and Chairperson Leach

I, SEAN HOUGHTBY, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on 12/17/2024.

Attest:

Deputy

January 17, 2025

Date Certified

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
QUALITY MEASURES AND PERFORMANCE IMPROVEMENT PROGRAM
Fiscal Year 24-25

COVER SHEET

Tehama County (“Participant”) desires to participate in the Quality Measures and Performance Improvement Program (“Program”) offered by the California Mental Health Services Authority (“CalMHSA”) on the terms provided in this Participation Agreement (“Agreement”). Participant acknowledges that the Program also will be governed by CalMHSA’s Joint Powers Agreement and its Bylaws. The Agreement is effective upon execution through December 31, 2025 (“Term”). The following exhibits are attached and form part of this Agreement:

- Attachment A Detailed Program Description, Requirements, Restrictions
- Attachment B General Terms and Conditions
- Attachment C JPA-BAA

1. **Summary of Program:** CalMHSA is offering the following Program to Counties:

The Quality Measures and Performance Improvement Program (“Program”) will support the Participant in meeting the Healthcare Effectiveness Data and Information Set (“HEDIS”) reporting requirements for Measurement Year (MY) 2024.

2. **Funding:** The Program requires the following funding and payments:

Participant will pay a fixed fee for Services delivered in the total amount of \$14,400 CalMHSA will invoice Participant directly for the Services. Payment for all Services shall be made within 30 days of receipt of CalMHSA invoice for the Services.

3. The maximum amount payable under this Agreement is not to exceed \$14,400.

Authorized Signatures:

CalMHSA

Signed: _____ Name (Printed): Dr. Amie Miller, Psy.D., MFT

Title: Executive Director Date: _____

Participant: TEHAMA COUNTY

Signed: _____ Name (Printed): Jayne S. Bottke

Title: Executive Director Date: _____

Signed: _____ Name (Printed): _____

Title: County Counsel _____ Date: _____

Signed: _____ Name (Printed): _____

Title: _____ Date: _____

Participation Agreement

ATTACHMENT A – Detailed Program Description, Obligations, Restrictions

Detailed Program Description:

The Quality Measures and Performance Improvement Program (Program) will support the Participant in meeting the Healthcare Effectiveness Data and Information Set (“HEDIS”) reporting requirements for Measurement Year (MY) 2024. CalMHSA will utilize data provided by the Participants to calculate the five required Mental Health Plan (MHP) measures and produce one annual report to help Participants target interventions. Participant data will include Monthly Medi-Cal Eligibility Files (“MMEF”), County 837 claims, and data contained in the DHCS Plan Data Feed files, including, Managed Care Plan (“MCP”) claims data, pharmacy claims, additional county Mental Health Plan (“MHP”) claims data, and Fee for Service (FFS) claims. Other data sources mutually agreed upon between the Parties may be utilized, as set forth below, but may also result in additional expense/delay. In keeping with HIPAA and National Committee of Quality Assurance (“NCQA”) HEDIS reporting compliance regulations and data retention guidelines, all data received by CalMHSA through this Agreement will be retained by CalMHSA for a period not to exceed six years after Agreement execution. All data will be destroyed after it has been retained for six years. CalMHSA will utilize the NCQA proprietary measure specifications to inform the analysis and will provide Participants with the results of the analysis of performance on the relevant measures. CalMHSA will provide additional information to DHCS and/or the California External Quality Review Organization (CalEQRO) if requested by Participant. Additionally, CalMHSA will host webinars to support Participants in orienting to HEDIS measurement and related performance improvement strategies.

Services to be completed:

CalMHSA shall:

- Analyze HEDIS measures results based on NCQA MY 2024 specifications using data provided by the Participant.
 - MHP Measures:
 - Follow-Up After Emergency Department for Mental Illness (FUM)
 - Follow-Up After Hospitalization for Mental Illness (FUH)
 - Antidepressant Medication Management (AMM)
 - Use of First Line Psychosocial Care for Children and Adolescents on Antipsychotics (APP)
 - Adherence to Antipsychotic Medications for Individuals with Schizophrenia (SAA)
- Provide one annual report to participants with aggregated measure results. The report will include descriptive analyses, including stratifications by demographic data, to help counties target interventions.
- Accept required data files from Participant via secure file transfer.
- For Participants Utilizing SmartCare:
 - Extract relevant MMEF and MHP services and/or 837 claims data from SmartCare EHR.

Participant shall:

- Provide required data for HEDIS analysis as described in the table below.
- Submit files in the table below without a nested folder structure. For 837 data, one folder can include many data files, but one folder should not contain multiple sub-folders.
- Grant CalMHSA the right to use, any MY 2024 data provided or generated, for the purpose of improving CalMHSA's products and services, in compliance with applicable laws and regulations regarding data protection and privacy as it pertains to this Agreement's scope of work.
- Communicate all questions and concerns to CalMHSA via ManagedCare@calmhsa.org.

TABLE 1				
	Data Description	Data Source	File Example	Date Range
1	MHP Service Claims	837 claims files	DMH-##-837P-03302024-161.dat	837 claims files containing services from January 1, 2023 through December 31, 2024
2	MHP Plan Data Feed	Plan Data Feed Files (APCD-CDL)	APCD.CDL.M202412.CNTY##.zip (includes CDL.MC & CDL.PC files)	Plan Data Feed files containing services from January 1, 2023 through December 31, 2024
3	Medi-Cal Eligibility Files	MMEF files	MEDS-##.TXT	Eligibility files covering the months of January 2023 to December 2024
## is for the county id number				

*Participant and CalMHSA may mutually agree to alternative data sources that can be used if the above are not available, (e.g) Custom EHR files with required fields or 837 files received from MCP(s).

Program Restrictions:

- Timelines and technical requirements may need adjusting due to unique circumstances.
- Client level and/or event level data will not be provided to the participant under this Agreement.

Participation Agreement
ATTACHMENT B - General Terms and Conditions

I. Definitions

The following words, as used throughout this Agreement, shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

- A. CalMHSA – California Mental Health Services Authority, a Joint Powers Authority (JPA) created by counties in 2009 at the instigation of the California Mental Health Directors Association to jointly develop and fund mental health services and education programs.
- B. Member – A County (or JPA of two or more Counties) that has joined CalMHSA and executed the CalMHSA Joint Powers Agreement.
- C. Mental Health Services Act (MHSA) – A law initially known as Proposition 63 in the November 2004 election that added sections to the Welfare and Institutions Code.
- D. Mental Health Services Division (MHSD) – The Division of the California Department of Health Care Services responsible for mental health functions.
- E. Participant – Any County participating in the Program either as Member of CalMHSA or under a Memorandum of Understanding with CalMHSA.
- F. Program – The program identified in the Cover Sheet offered by CalMHSA under the Agreement.

II. Responsibilities

- A. Responsibilities of CalMHSA:
 - 1. Provide the Program as described in the Agreement;
 - 2. Act as the Fiscal and Administrative agent for the Program.
 - 3. Manage funds received consistent with the requirements of applicable laws, regulations, and this Agreement.
 - 4. Provide regular fiscal reports to Participant and/or other public agencies with a right to such reports.
 - 5. Comply with CalMHSA's Joint Powers Agreement and Bylaws.
- B. Responsibilities of Participant:
 - 1. Pay for the Program as set out in this Agreement. Payments are due within 30 days of receipt of an invoice or, as applicable, within 30 days of Agreement execution.
 - 2. Provide CalMHSA and any other parties deemed necessary with requested information and assistance to fulfill the purpose of the Program.
 - 3. Where applicable, ensure completion of any Participant requirements set out in Exhibit A including all assessments, creation of individual case plans, and providing or arranging for services.
 - 4. Cooperate by providing CalMHSA with requested information and assistance to fulfill the purpose of the Program.

- 5. Provide feedback on Program performance.
- 6. Comply with applicable laws, regulations, guidelines, contractual agreements, JPA requirements, and bylaws.

III. Amendment. This Agreement may be supplemented, amended, or modified only by the mutual agreement of CalMHSA and the Participant, expressed in writing and signed by an authorized representative of both parties.

IV. Withdrawal, Cancellation, and Termination

- A. Participant may withdraw from the Program and terminate the Agreement upon six (6) months' written notice to CalMHSA. Notice shall be deemed served on the date of mailing.
- B. CalMHSA may terminate, cancel, change, or limit the Program due to circumstances, including but not limited to, lack of County participation, government restrictions, issues with vendors or their services/platforms/products, lack of funding, governmental funding changes, inability to provide the Program due to vendor(s), regulatory changes, force majeure, or other issues.
- C. If applicable, upon cancellation, termination, or other conclusion of the Program, any funds remaining undisbursed after CalMHSA satisfies all obligations arising under the Program shall be returned to Participant. However, funds used to pay for completed deliverables, services rendered, upfront fees to create the Program, or fees for any portal or platform, ongoing services etc. are not subject to such reversion (subject to applicable laws). Unused funds that were paid for by a joint effort will be returned pro rata to Participant in proportion to payments made. Adjustments may be made if disproportionate benefit was conveyed to a particular Participant. Excess funds at the conclusion of county-specific efforts will be returned to the particular County that paid them per the Program.

V. Fiscal Provisions. Participant will pay a fixed fee for Services delivered in the total amount of \$14,400 CalMHSA will invoice Participant directly for the Services. Payment for all Services shall be made within 30 days of receipt of CalMHSA invoice for the Services. Funding is not to exceed \$14,400 over the course of the Program Term.

Deliverable	Cost
MHP HEDIS Measures Analysis	\$14,400

VI. Indemnification

- A. **Indemnification.** To the fullest extent permitted by law, each party shall hold harmless, defend and indemnify the other party, including its governing board, employees and agents from and against any and all claims, losses, damages, liabilities, disallowances, recoupments, and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from the indemnifying party's negligence or willful conduct in the performance of its obligations under this Agreement, including the performance of the other's subcontractors, except that each party shall have no obligation to indemnify the other for damages to the extent resulting from the negligence or willful misconduct

of any indemnitee. Each party may participate in the defense of any such claim without relieving the other of any obligation hereunder.

- B. No Responsibility for Mental Health Services.** CalMHSA is not undertaking responsibility for assessments, creation of case or treatment plans, providing or arranging services, and/or selecting, contracting with, or supervising providers (collectively, “mental health services”). Participant will defend and indemnify CalMHSA for any claim, demand, disallowance, suit, or damages arising from Participant’s acts or omissions in connection with the provision of mental health services.

**ATTACHMENT C -BUSINESS ASSOCIATE
AGREEMENT UNDER THE HEALTH INSURANCE
PORTABILITY AND ACCOUNTABILITY ACT OF
1996 (HIPAA)**

Tehama County ("County"), a member of the California Mental Health Services Authority ("CalMHSA") Joint Powers Authority ("JPA"), is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Pursuant to the JPA Agreement, CalMHSA, hereinafter referred to as "Contractor", performs or provides functions, activities or services to County that require Contractor to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules in order to provide such functions, activities or services. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place. In addition, the California Department of Health Care Services ("DHCS") requires County and Contractor to include certain protections for the privacy and security of personal information ("PI"), sensitive information, and confidential information (collectively, "PSCI"), personally identifiable information ("PII") not subject to HIPAA ("DHCS Requirements").

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information, PSCI, and PII disclosed to or used by Contractor in compliance with the HIPAA Rules and DHCS Requirements.

Therefore, the parties agree as follows:

1. DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business

associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.

- 1.3 "California Confidentiality Laws" means the applicable laws of the State of California governing the confidentiality, privacy, or security of PHI or other PII, including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code § 56 et seq.), the patient access law (Cal. Health & Safety Code § 123100 et seq.), the HIV test result confidentiality law (Cal. Health & Safety Code § 120975 et seq.), the Lanterman-Petris-Short Act (Cal. Welf. & Inst. Code § 5328 et seq.), and California's data breach law (Cal. Civil Code § 1798.29).
- 1.4 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.
- 1.5 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.6 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.7 "Designated Record Set" has the same meaning as the term "designated record set" at 45
- 1.8 C.F.R. § 164.501. "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.9 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.10 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.

- 1.11 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.12 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.13 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.14 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.15 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 162.502 (b).
- 1.16 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.17 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.18 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.19 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.20 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's

status as a Business Associate.

- 1.21 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.22 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.23 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.24 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164, or the California Confidentiality Laws if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

- 4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

- 5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.
- 5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.

- 5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.
- 5.1.3 Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.
- 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.
- 5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(530) 527-8491 ext. 3991** that minimally includes:
- (a) A brief description of what happened, including the date of the non- permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
 - (b) The number of Individuals whose Protected Health Information is involved;
 - (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
 - (d) The name and contact information for a person highly knowledge of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.
- 5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the

Compliance Officer at:

Compliance Officer
Tehama County Health Services Agency, Mental Health
P.O. Box 400, Red Bluff, CA 96080
complianceofficer@tchsa.net

that includes, to the extent possible:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
- (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

- 5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.
- 5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.
- 5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

- 6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.
- 6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.
- 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.
- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify CalMHSA.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected

Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.

- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individual(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524 or the California Confidentiality Laws.
- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.
- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45

C.F.R. § 164.526.

- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. **ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION**

- 9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

- 9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:

- (a) The date of the Disclosure;
- (b) The name, and address if known, of the entity or person who received the Protected Health Information;
- (c) A brief description of the Protected Health Information Disclosed; and
- (d) A brief statement of the purpose of the Disclosure.

- 9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

- 9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

- 9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE FEDERAL AND STATE PRIVACY AND SECURITY RULES

10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).

10.2 Business Associate shall comply with all HIPAA Rules and California Confidentiality Laws applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.

11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. BREACH NOTIFICATION TO INDIVIDUALS

13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
- (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
- (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
- (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.

13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. **DHCS REQUIREMENTS.**

14.1 Business Associate and Covered Entity shall comply with the DHCS Requirements provided on **Exhibit A** and **Exhibit B** to this Business Associate Agreement with regard to DHCS PSCI and PII received from Covered Entity. To the extent that any provisions of the DHCS Requirements in Exhibit A or Exhibit B conflict with other provisions of this Business Associate Agreement, the more restrictive requirement shall apply with regard to DHCS PSCI or PII received from Covered Entity.

15. **INDEMNIFICATION**

15.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties

and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.

- 15.2 Section 15.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

16. OBLIGATIONS OF COVERED ENTITY

- 16.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.
- 16.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 or the California Confidentiality Laws if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

17. TERM

- 17.1 Unless sooner terminated as set forth in Section 18, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Participation Agreement, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate. Such term shall apply to all such agreements entered into from time to time between the parties for the purpose of providing Services pursuant to the JPA.
- 17.2 Notwithstanding Section 17.1, Business Associate's obligations under Sections 11, 15, and 19 shall survive the termination or expiration of this Business Associate Agreement.

18. TERMINATION FOR CAUSE

- 18.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Participation Agreement, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has

not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.

- 18.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Participation Agreement, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

19. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

- 19.1 Except as provided in Section 19.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 19.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.
- 19.2 Destruction for purposes of Section 19.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.
- 19.3 Notwithstanding Section 19.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.
- 19.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

19.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

19.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 19.2.

20. AUDIT, INSPECTION, AND EXAMINATION

20.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 18.

20.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.

20.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.

20.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 20.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.

20.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20.6 Section 20.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Participation Agreement, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to

Contractor's status as a Business Associate.

21. MISCELLANEOUS PROVISIONS

- 21.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 21.2 Federal and State Requirements. The Parties agree that the provisions under HIPAA Rules and the California Confidentiality Laws that are required by law to be incorporated into this Business Associate Agreement are hereby incorporated into this Agreement.
- 21.3 No Third-Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 21.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 21.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 21.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules and the California Confidentiality Laws.
- 21.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information, including the California Confidentiality Laws.

This Business Associates Agreement applies to all Participation Agreements between the County and CalMHSA.

AUTHORIZED SIGNORS:

TEHAMA COUNTY

Signed: _____ Name (Printed): Jayme S. Bottke

Title: Executive Director Date: _____

Address: P.O. Box 400 Red Bluff, CA 96080

Phone: (530) 527-8491 Email: Jayme.Bottke@tchsa.net

CONTRACTOR: CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY (CaIMHSA)

Signed: _____ Name (Printed): Amie Miller, Psy.D., MFT

Title: Executive Director Date: _____

Address: 1610 Arden Way, Suite 175, Sacramento, CA 95815 Phone: (279) 234-0700

Email: amie.miller@calmhsa.org

Exhibit A

DHCS Information Confidentiality And Security Requirements

1. **Definitions.** For purposes of this Exhibit, the following definitions shall apply:
 - a. **Public Information:** Information that is not exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250-6265) or other applicable state or federal laws.
 - b. **Confidential Information:** Information that is exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250-6265) or other applicable state or federal laws.
 - c. **Sensitive Information:** Information that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss, or deletion. Sensitive Information may be either Public Information or Confidential Information. It is information that requires a higher than normal assurance of accuracy and completeness. Thus, the key factor for Sensitive Information is that of integrity. Typically, Sensitive Information includes records of agency financial transactions and regulatory actions.
 - d. **Personal Information:** Information that identifies or describes an individual, including, but not limited to, their name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. It is DHCS' policy to consider all information about individuals private unless such information is determined to be a public record. This information must be protected from inappropriate access, use, or disclosure and must be made accessible to data subjects upon request. Personal Information includes the following:

Notice-triggering Personal Information: Specific items of personal information (name plus Social Security number, driver license/California identification card number, or financial account number) that may trigger a requirement to notify individuals if it is acquired by an unauthorized person. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph. See Civil Code sections 1798.29 and 1798.82.
2. **Nondisclosure.** Business Associate and its employees, agents, or subcontractors shall protect from unauthorized disclosure any PSCI.
3. Business Associate and its employees, agents, or subcontractors shall not use any PSCI for any purpose other than carrying out the Business Associate 's obligations under the JPA Agreement.
4. Business Associate and its employees, agents, or subcontractors shall promptly transmit to Covered Entity's Chief Privacy Officer all requests for disclosure of any PSCI not emanating from the person who is the subject of PSCI.
5. Business Associate shall not disclose, except as otherwise specifically permitted by JPA Agreement or authorized by the person who is the subject of PSCI, any PSCI to anyone other than DHCS or Covered Entity without prior written authorization from the Covered Entity Chief Privacy Officer, except if

disclosure is required by State or Federal law.

6. Business Associate shall observe the following requirements:
- a. **Safeguards.** Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PSCI, including electronic PSCI that it creates, receives, maintains, uses, or transmits on behalf of Covered Entity. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of Business Associate's operations and the nature and scope of its activities, including at a minimum the following safeguards:
 - i. **Personnel Controls**
 1. **Employee Training.** All workforce members who assist in the performance of functions or activities on behalf of Covered Entity, or access or disclose Covered Entity PSCI, must complete information privacy and security training, at least annually, at Business Associate's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following contract termination.
 2. **Employee Discipline.** Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
 3. **Confidentiality Statement.** All persons that will be working with DHCS PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to DHCS PHI or PI. The statement must be renewed annually. Business Associate shall retain each person's written confidentiality statement for Covered Entity or DHCS inspection for a period of six (6) years following contract termination.
 4. **Background Check.** Before a member of the workforce may access DHCS PHI or PI, a thorough background check of that worker must be conducted, with evaluation of the results to assure that there is no indication that the worker may present a risk to the security or integrity of confidential data or a risk for theft or misuse of confidential data. Business Associate shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.
 - ii. **Technical Security Controls**
 1. **Workstation/Laptop encryption.** All workstations and laptops that process

and/or store DHCS PHI or PI must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the DHCS Information Security Office.

2. **Server Security.** Servers containing unencrypted DHCS PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
3. **Minimum Necessary.** Only the minimum necessary amount of DHCS PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.
4. **Removable media devices.** All electronic files that contain DHCS PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smartphones, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.
5. **Antivirus software.** All workstations, laptops and other systems that process and/or store DHCS PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
6. **Patch Management.** All workstations, laptops and other systems that process and/or store DHCS PHI or PI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
7. **User IDs and Password Controls.** All users must be issued a unique user name for accessing DHCS PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
 - Upper case letters (A-Z)
 - Lower case letters (a-z)
 - Arabic numerals (0-9)
 - Non-alphanumeric characters (punctuation symbols)

8. **Data Destruction.** When no longer needed, all DHCS PHI or PI must be cleared, purged, or destroyed consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization such that the PHI or PI cannot be retrieved.
9. **System Timeout.** The system providing access to DHCS PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
10. **Warning Banners.** All systems providing access to DHCS PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.
11. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DHCS PHI or PI, or which alters DHCS PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If DHCS PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
12. **Access Controls.** The system providing access to DHCS PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.
13. **Transmission encryption.** All data transmissions of DHCS PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PHI can be encrypted. This requirement pertains to any type of PHI or PI in motion such as website access, file transfer, and E-Mail.
14. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting DHCS PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

iii. Audit Controls

1. **System Security Review.** All systems processing and/or storing DHCS PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.
2. **Log Reviews.** All systems processing and/or storing DHCS PHI or PI must have a routine procedure in place to review system logs for unauthorized access.
3. **Change Control.** All systems processing and/or storing DHCS PHI or PI must have

a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

iv. Business Continuity I Disaster Recovery Controls

1. **Emergency Mode Operation Plan.** Business Associate must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic DHCS PHI or PI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.
2. **Data Backup Plan.** Business Associate must have established documented procedures to backup DHCS PHI to maintain retrievable exact copies of DHCS PHI or PI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DHCS PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data.

v. Paper Document Controls

1. **Supervision of Data.** DHCS PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DHCS PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
2. **Escorting Visitors.** Visitors to areas where DHCS PHI or PI is contained shall be escorted and DHCS PHI or PI shall be kept out of sight while visitors are in the area.
3. **Confidential Destruction.** DHCS PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.
4. **Removal of Data.** DHCS PHI or PI must not be removed from the premises of the Business Associate except with express written permission of DHCS.
5. **Faxing.** Faxes containing DHCS PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
6. **Mailing.** Mailings of DHCS PHI or PI shall be sealed and secured from damage or inappropriate viewing of PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of DHCS PHI or PI in a single package shall be sent using a tracked mailing method which includes

verification of delivery and receipt, unless the prior written permission of DHCS to use another method is obtained.

- b. **Security Officer.** Business Associate shall, to the extent it has not already done so, designate a Security Officer to oversee its data security program who will be responsible for carrying out its privacy and security programs and for communicating on security matters with Covered Entity and DHCS.

Discovery and Notification of Breach. Notice to Covered Entity:

- i. To notify Covered Entity and DHCS **immediately** upon the discovery of a suspected security incident that involves data provided to Covered Entity by DHCS from the Social Security Administration. This notification will be by **telephone call plus email or fax** upon the discovery of the breach. (2) To notify Covered Entity **within 24 hours by email or fax** of the discovery of unsecured PHI or PI in electronic media or in any other media if the PHI or PI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI or PI in violation of the JPA and this Exhibit, or potential loss of confidential data affecting the JPA. A breach shall be treated as discovered by Business Associate as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Business Associate.
 - ii. Notice shall be provided to the Covered Entity Chief Privacy Officer, the DHCS Privacy Officer and the DHCS Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves data provided to Covered Entity by DHCS from the Social Security Administration, notice shall be provided by calling the DHCS EITS Service Desk. Notice shall be made using the "DHCS Privacy Incident Report" form, including all information known at the time. The Business Associate shall use the most current version of this form, which is posted on the DHCS Privacy Office website (www.dhcs.ca.gov, then select "Privacy" in the left column and then "Business Use" near the middle of the page) or use this link: <http://www.dhcs.ca.00v/formsandoubs/laws/priv/Pacies/DHCSBusinessAssociatesOnlv.aspx>
- c. Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI or PI, Business Associate shall take:
- i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and
 - ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- d. **Investigation of Breach.** Business Associate shall immediately investigate such security incident, breach, or unauthorized use or disclosure of PSCI. If the initial report did not include all of the requested information marked with an asterisk, then within seventy-two (72) hours of the discovery, Business Associate shall submit an updated "DHCS Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the Covered Entity Chief Privacy Officer, the

DHCS Privacy Officer, and the DHCS Information Security Officer:

- e. **Written Report.** Business Associate shall provide a written report of the investigation to the Covered Entity Chief Privacy Officer, the DHCS Privacy Officer, and the DHCS Information Security Officer, if all of the required information was not included in the DHCS Privacy Incident Report, within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.
 - f. **Notification of Individuals.** Business Associate shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. The Covered Entity Chief Privacy Officer, the DHCS Privacy Officer, and the DHCS Information Security Officer shall approve the time, manner and content of any such notifications.
7. **Effect on lower tier transactions.** The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, regardless of whether they are for the acquisition of services, goods, or commodities. Business Associate shall incorporate the contents of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.
8. **Contact Information.** To direct communications to the above referenced Covered Entity or DHCS staff, Business Associate shall initiate contact as indicated herein. Covered Entity reserves the right to make changes to the contact information below by giving written notice to Business Associate. Said changes shall not require an amendment to this Exhibit or the JPA Agreement to which it is incorporated.

Covered Entity Chief Privacy Officer	DHCS Privacy Officer	DHCS Information Security Officer
See Section 5.2.2 of this Business Associate Agreement for Covered Entity contact information.	Privacy Officer c/o Office of Legal Services Department of Health Care Services P.O. Box 997413, MS 0011 Sacramento, CA 95899-7413 Email: privacyofficer@dhcs.ca.gov Telephone: (916) 445-4646	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95889-7413 Email: iso@dhcs.ca.gov Telephone: ITSD Help Desk (916) 440-7000 or (800) 579-0874

9. **Audits and Inspections.** From time to time, DHCS may inspect the facilities, systems, books and records of the Business Associate to monitor compliance with the safeguards required in the Information Confidentiality and Security Requirements (ICSR) exhibit. Business Associate shall promptly remedy any violation of any provision of this ICSR exhibit. The fact that DHCS inspects, or fails to inspect, or has the

right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this ICSR exhibit.

Exhibit B

Privacy and Information Security Provisions

This Exhibit B is intended to protect the privacy and security of specified DHCS information that Business Associate may access, receive, or transmit under the JPA Agreement. The DHCS information covered under this Exhibit B consists of: (1) PHI and (2) PI. PI may include data provided to DHCS by the Social Security Administration.

Exhibit B consists of the following parts:

1. Exhibit B-1 provides for the privacy and security of PI under Civil Code Section 1798.3(a) and 1798.29.
2. Exhibit B-2, Miscellaneous Provisions, sets forth additional terms and conditions that extend to the provisions of Exhibit B in its entirety.

Exhibit B-1
Privacy and Security of Personal Information and
Personally Identifiable Information Not Subject to HIPAA

1. Recitals.

- a. In addition to the Privacy and Security Rules under HIPAA, DHCS is subject to various other legal and contractual requirements with respect to the personal information (as defined in section 2 below) and personally identifiable information (as defined in section 2 below) it maintains. These include:
 - i. The California Information Practices Act of 1977 (California Civil Code §§1798 et seq.),
 - ii. Title 42 Code of Federal Regulations, Chapter I, Subchapter A, Part 2.
- b. The purpose of this Exhibit B-1 is to set forth Business Associate's privacy and security obligations with respect to PI and PII that Business Associate may create, receive, maintain, use, or disclose for or on behalf of Covered Entity pursuant to the JPA Agreement. Specifically this Exhibit applies to PI and PII which is not PHI as defined by HIPAA and therefore is not addressed in this Business Associate Agreement; however, to the extent that data is both PHI or ePHI and PII, both the Business Associate Agreement and this Exhibit B-1 shall apply.
- c. The terms used in this Exhibit B-1, but not otherwise defined, shall have the same meanings as those terms have in the above referenced statute and agreement. Any reference to statutory, regulatory, or contractual language shall be to such language as in effect or as amended.

2. Definitions. The following definitions apply to such terms used in this Exhibit B-1. Abbreviated and capitalized terms used in this Exhibit but not defined below shall have the meaning ascribed to them under this Business Associate Agreement.

- a. "Breach" shall have the meaning given to such term under the CMPPA (as defined below in Section 2(c)). It shall include a "PII loss" as that term is defined in the CMPPA.
- b. "Breach of the security of the system" shall have the meaning given to such term under the California Information Practices Act, Civil Code section 1798.29(f).
- c. "CMPPA Agreement" means the Computer Matching and Privacy Protection Act ("CMPPA") Agreement between the Social Security Administration and the California Health and Human Services Agency ("CHHS").
- d. "DHCS PI" shall mean Personal Information, as defined below, accessed in a database maintained by the DHCS, received by Business Associate from Covered Entity or acquired or created by Business Associate in connection with performing the functions, activities and services specified in the JPA Agreement on behalf of the Covered Entity.
- e. "Notice-triggering Personal Information" shall mean the personal information identified in Civil Code section 1798.29 whose unauthorized access may trigger notification requirements

- under Civil Code section 1798.29. For purposes of this provision, identity shall include, but not be limited to, name, address, email address, identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print, a photograph or a biometric identifier. Notice-triggering Personal Information includes PI in electronic, paper or any other medium.
- f. “Personally Identifiable Information” (“PII”) shall have the meaning given to such term in the CMPPA.
 - g. “Personal Information” (“PI”) shall have the meaning given to such term in California Civil Code Section 1798.3(a).
 - h. “Required by law” means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
 - i. “Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PI, or confidential data utilized in complying with the JPA Agreement; or interference with system operations in an information system that processes, maintains or stores PI.

3. Terms of Agreement

a. Permitted Uses and Disclosures of DHCS PI and PII by Business Associate

Except as otherwise indicated in this Exhibit B-1, Business Associate may use or disclose DHCS PI only to perform functions, activities or services for or on behalf of the DHCS pursuant to the terms of the JPA Agreement provided that such use or disclosure would not violate the California Information Practices Act (“CIPA”) if done by the DHCS.

b. Responsibilities of Business Associate

Business Associate agrees:

- i. **Nondisclosure.** Not to use or disclose DHCS PI or PII other than as permitted or required by the JPA Agreement or as required by applicable state and federal law.
- ii. **Safeguards.** To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of DHCS PI and PII, to protect against anticipated threats or hazards to the security or integrity of DHCS PI and PII, and to prevent use or disclosure of DHCS PI or PII other than as provided for by the JPA Agreement. Business Associate shall develop and maintain a written information privacy and security program that include administrative, technical and physical safeguards appropriate to the size and complexity of Business

Associate's operations and the nature and scope of its activities, which incorporate the requirements of section (c), Security, below. Business Associate will provide Covered Entity or DHCS with its current policies upon request.

- c. **Security.** Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:
- i. Complying with all of the data system security precautions listed in Attachment A, Business Associate Data Security Requirements;
 - ii. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A130, Appendix III- Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and
 - iii. If the data obtained by Business Associate from DHCS through Covered Entity includes PII, Contractor shall also comply with the substantive privacy and security requirements in the CMPPA Agreement. Business Associate also agrees to ensure that any agents, including a subcontractor to whom it provides DHCS PII, agree to the same requirements for privacy and security safeguards for confidential data that apply to Business Associate with respect to such information.
- d. **Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of DHCS PI or PII by Business Associate or its subcontractors in violation of this Exhibit B-1.
- e. **Business Associate's Agents and Subcontractors.** To impose the same restrictions and conditions set forth in this Exhibit B-1 on any subcontractors or other agents with whom Business Associate subcontracts any activities under the JPA Agreement that involve the disclosure of DHCS PI or PII to the subcontractor.
- f. **Availability of Information to Covered Entity and DHCS.** To make DHCS PI and PII available to Covered Entity or DHCS for purposes of oversight, inspection, amendment, and response to requests for records, injunctions, judgments, and orders for production of DHCS PI and PII. If Business Associate receives DHCS PII, upon request by Covered Entity or DHCS, Business Associate shall provide Covered Entity or DHCS, as applicable, with a list of all employees, contractors and agents who have access to DHCS PII, including employees, contractors and agents of its subcontractors and agents.
- g. **Cooperation with Covered Entity and DHCS.** With respect to DHCS PI, to cooperate with and assist the Covered Entity or DHCS, as applicable, to the extent necessary to ensure DHCS's compliance with the applicable terms of the CIPA including, but not limited to, accounting of disclosures of DHCS PI, correction of errors in DHCS PI, production of DHCS PI, disclosure of a security breach involving DHCS PI and notice of such breach to the affected individual(s).

- h. **Confidentiality of Alcohol and Drug Abuse Patient Records.** Business Associate agrees to comply with all confidentiality requirements set forth in Title 42 Code of Federal Regulations, Chapter I, Subchapter A, Part 2. Business Associate is aware that criminal penalties may be imposed for a violation of these confidentiality requirements.
- i. **Breaches and Security Incidents.** During the term of this Agreement, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:
- i. **Initial Notice to Covered Entity.** (1) To notify Covered Entity and DHCS immediately by telephone call or email or fax upon the discovery of a breach of unsecured DHCS PI or PII in electronic media or in any other media if the PI or PII was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, or upon discovery of a suspected security incident involving DHCS PII. (2) To notify Covered Entity and DHCS within 24 hours by email or fax of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of DHCS PI or PII in violation of the JPA Agreement or this Exhibit B-1 or potential loss of confidential data affecting the JPA Agreement. A breach shall be treated as discovered by Business Associate as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Business Associate.
 - ii. Notice shall be provided to the Covered Entity Chief Privacy Officer and DHCS Information Protection Unit, Office of HIPAA Compliance. If the incident occurs after business hours or on a weekend or holiday and involves electronic DHCS PI or PII, notice shall be provided to DHCS by calling the DHCS Information Security Officer. Notice to DHCS shall be made using the DHCS "Privacy Incident Report" form, including all information known at the time. Business Associate shall use the most current version of this form, which is posted on the DHCS Information Security Officer website (www.dhcs.camov, then select "Privacy" in the left column and then "Business Partner" near the middle of the page) or use this link: <http://www.dhcs.ca.gov/formsandoubs/laws/oriv/Paces/DHCSBusinessAssociatesO/nlv.aspx>.
 - iii. Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of DHCS PI or PII, Business Associate shall take:
 1. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
 2. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
 - iv. **Investigation and Investigation Report.** To immediately investigate such suspected security incident, security incident, breach, or unauthorized access, use or disclosure of PHI. Within 72 hours of the discovery, Business Associate shall submit an updated "Privacy Incident Report" containing the information marked with an asterisk and all

other applicable information listed on the form, to the extent known at that time, to the DHCS Information Security Officer.

- v. **Complete Report.** To provide a complete report of the investigation to Covered Entity and the DHCS Information Protection Unit within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report to DHCS shall be submitted on the "Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If DHCS requests information in addition to that listed on the "Privacy Incident Report" form, Business Associate shall make reasonable efforts to provide Covered Entity or DHCS, as applicable, with such information. If, because of the circumstances of the incident, Business Associate needs more than ten (10) working days from the discovery to submit a complete report, the DHCS may grant a reasonable extension of time, in which case Business Associate shall submit periodic updates until the complete report is submitted. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "Privacy Incident Report" form. DHCS will review and approve the determination of whether a breach occurred and whether individual notifications and a corrective action plan are required.
- vi. **Responsibility for Reporting of Breaches.** If the cause of a breach of DHCS PI or PII is attributable to Business Associate or its agents, subcontractors or vendors, Business Associate is responsible for all required reporting of the breach as specified in CIPA, section 1798.29. Business Associate shall bear all costs of required notifications to individuals as well as any costs associated with the breach. The Privacy Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made. Covered Entity or DHCS, as applicable, will provide its review and approval expeditiously and without unreasonable delay.
- vii. If Business Associate has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors or Covered Entity may report the breach or incident to DHCS in addition to Business Associate, Business Associate shall notify DHCS, and DHCS, Covered Entity, and Business Associate may take appropriate action to prevent duplicate reporting.
- viii. **DHCS and Covered Entity Contact Information.** To direct communications to the above referenced Covered Entity and DHCS staff, Business Associate shall initiate contact as indicated herein. Covered Entity reserves the right to make changes to the contact information below by giving written notice to the Business Associate. Said changes shall not require an amendment to this Exhibit or the JPA Agreement to which it is incorporated.

Covered Entity Chief Privacy	DHCS Privacy Officer	DHCS Information Security Officer
See Section 5.2.2 of this Business Associate Agreement for Covered Entity contact information.	Privacy Officer c/o Office of Legal Services Department of Health Care Services P.O. Box 997413, MS 0011 Sacramento, CA 95899-7413 Email: privacyofficer@dhcs.ca.gov Telephone: (916) 445-4646	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95889-7413 Email: iso@dhcs.ca.gov Telephone: ITSD Help Desk (916) 440-7000 or (800) 579-0874

j. Designation of Individual Responsible for Security

Business Associate shall designate an individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for carrying out the requirements of this Exhibit B-1 and for communicating on security matters with Covered Entity and DHCS.

Exhibit B-2
Miscellaneous Terms and Conditions
Applicable to Exhibit B

1. **Disclaimer.** Covered Entity makes no warranty or representation that compliance by Business Associate with this Exhibit B, HIPAA or the HIPAA regulations will be adequately or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of the DHCS PHI, PI and PII.
2. **Amendment.** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Exhibit B may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations, and other applicable state and federal laws. Upon either party's request, the other party agrees to promptly enter into negotiations concerning an amendment to this Exhibit B embodying written assurances consistent with requirements of HIPAA, the HITECH Act, and the HIPAA regulations, and other applicable state and federal laws. Covered Entity may terminate the JPA Agreement upon thirty (30) days written notice in the event:
 - a. Business Associate does not promptly enter into this Exhibit B when requested by Covered Entity; or
 - b. Business Associate does not enter into an amendment providing assurances regarding the safeguarding of DHCS PHI that the DHCS deems is necessary to satisfy the standards and requirements of HIPAA and the HIPAA regulations
3. **Judicial or Administrative Proceedings.** Business Associate will notify Covered Entity and DHCS if it is named as a defendant in a criminal proceeding for a violation of HIPAA or other security or privacy law. Covered Entity may at the request of DHCS terminate the JPA Agreement if Business Associate is found guilty of a criminal violation of HIPAA. Covered Entity may at the request of DHCS terminate the JPA Agreement if a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate is a party or has been joined. DHCS will consider the nature and seriousness of the violation in deciding whether or not to request that Covered Entity terminate the JPA Agreement.
4. **Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under the JPA Agreement, available to DHCS at no cost to DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS, its directors, officers or employees based upon claimed violation of HIPAA, or the HIPAA regulations, which involves inactions or actions by the Business Associate, except where Business Associate or its subcontractor, employee or agent is a named adverse party.

5. **No Third-Party Beneficiaries.** Nothing express or implied in the terms and conditions of this Exhibit B is intended to confer, nor shall anything herein confer, upon any person other than the Covered Entity or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
6. **Interpretation.** The terms and conditions in this Exhibit B shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, and the HIPAA regulations. The parties agree that any ambiguity in the terms and conditions of this Exhibit B shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act and the HIPAA regulations, and, if applicable, any other relevant state and federal laws.
7. **Conflict.** In case of a conflict between any applicable privacy or security rules, laws, regulations or standards the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to PHI, PI and PII from unauthorized disclosure. Further, Business Associate must comply within a reasonable period of time with changes to these standards that occur after the effective date of the JPA Agreement.
8. **Regulatory References.** A reference in the terms and conditions of this Exhibit B to a section in the HIPAA regulations means the section as in effect or as amended.
9. **Survival.** The respective rights and obligations of Business Associate under Item 3(b) of Exhibit B-1, Responsibilities of Business Associate, shall survive the termination or expiration of this Agreement.
10. **No Waiver of Obligations.** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.
11. **Audits, Inspection and Enforcement.** From time to time, and subject to all applicable federal and state privacy and security laws and regulations, Covered Entity or DHCS may conduct a reasonable inspection of the facilities, systems, books and records of to monitor compliance with this Exhibit B. Business Associate shall promptly remedy any violation of any provision of this Exhibit B. The fact that Covered Entity or DHCS inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Exhibit B. Covered Entity's or DHCS's failure to detect a non-compliant practice, or a failure to report a detected noncompliant practice to Business Associate does not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under the JPA Agreement or related documents, including this Exhibit B.
12. **Due Diligence.** Business Associate shall exercise due diligence and shall take reasonable steps to ensure that it remains in compliance with this Exhibit B and is in compliance with applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, and other applicable state and federal law, and that its agents, subcontractors and vendors are in compliance with their obligations as required by this Exhibit B.
13. **Term.** The Term of this Exhibit B shall extend beyond the termination of the Agreement and shall terminate when all DHCS PHI is destroyed or returned to Covered Entity, in accordance with 45

CFR Section 1 64.504(e)(2)(ii)(1), and when all DHCS PHI and PII is destroyed in accordance with Attachment A.

14. **Effect of Termination.** Upon termination or expiration of this Agreement for any reason, Business Associate shall return or destroy all DHCS PHI, PI and PII that Business Associate still maintains in any form, and shall retain no copies of such PHI, PI or PII. If return or destruction is not feasible, Business Associate shall notify Covered Entity an DHCS of the conditions that make the return or destruction infeasible, and Covered Entity, DHCS, and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI, PI or PII. Business Associate shall continue to extend the protections of this Exhibit B to such DHCS PHI, PI and PII, and shall limit further use of such data to those purposes that make the return or destruction of such data infeasible. This provision shall apply to DHCS PHI, PI and PII that is in the possession of subcontractors or agents of Business Associate.

Attachment A to Exhibit B-2
Data Security Requirements

1. Personnel Controls

- a. **Employee Training.** All workforce members who assist in the performance of functions or activities on behalf of the Covered Entity with respect to DHCS-provided information, or access or disclose DHCS PHI or PI must complete information privacy and security training, at least annually, at Business Associate's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following termination of this Agreement.
- b. **Employee Discipline.** Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
- c. **Confidentiality Statement.** All persons that will be working with DHCS PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to DHCS PHI or PI. The statement must be renewed annually. Business Associate shall retain each person's written confidentiality statement for Covered Entity or DHCS inspection for a period of six (6) years following termination of this Agreement.
- d. **Background Check.** Before a member of the workforce may access DHCS PHI or PI, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. Business Associate shall retain each workforce member's background check documentation for a period of three (3) years.

2. Technical Security Controls

- a. **Workstation/Laptop encryption.** All workstations and laptops that store DHCS PHI or PI either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the DHCS Information Security Office.
- b. **Server Security.** Servers containing unencrypted DHCS PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- c. **Minimum Necessary.** Only the minimum necessary amount of DHCS PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.
- d. **Removable media devices.** All electronic files that contain DHCS PHI or PI data must be

encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.

- e. **Antivirus software.** All workstations, laptops and other systems that process and/or store DHCS PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- f. **Patch Management.** All workstations, laptops and other systems that process and/or store DHCS PHI or PI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release. Applications and systems that cannot be patched within this time frame due to significant operational reasons must have compensatory controls implemented to minimize risk until the patches can be installed. Applications and systems that cannot be patched must have compensatory controls implemented to minimize risk, where possible.
- g. **User IDs and Password Controls.** All users must be issued a unique user name for accessing DHCS PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed at least every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
 - i. Upper case letters (A-Z)
 - ii. Lower case letters (a-z)
 - iii. Arabic numerals (0-9)
 - iv. Non-alphanumeric characters (punctuation symbols)
- h. **Data Destruction.** When no longer needed, all DHCS PHI or PI must be wiped using the Gutmann or US DHCS of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission of the DHCS Information Security Office.
- i. **System Timeout.** The system providing access to DHCS PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- j. **Warning Banners.** All systems providing access to DHCS PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business

purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.

- k. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DHCS PHI or PI, or which alters DHCS PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If DHCS PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- l. **Access Controls.** The system providing access to DHCS PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.
- m. **Transmission encryption.** All data transmissions of DHCS PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing DHCS PHI can be encrypted. This requirement pertains to any type of DHCS PHI or PI in motion such as website access, file transfer, and E-Mail.
- n. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting DHCS PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3. Audit Controls

- a. **System Security Review.** Business Associate must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing DHCS PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.
- b. **Log Reviews.** All systems processing and/or storing DHCS PHI or PI must have a routine procedure in place to review system logs for unauthorized access.
- c. **Change Control.** All systems processing and/or storing DHCS PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity / Disaster Recovery Controls

- a. **Emergency Mode Operation Plan.** Business Associate must establish a documented plan to enable continuation of critical business processes and protection of the security of DHCS PHI or PI held in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.

- b. **Data Backup Plan.** Business Associate must have established documented procedures to backup DHCS PHI to maintain retrievable exact copies of DHCS PHI or PI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DHCS PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data.

5. Paper Document Controls

- a. **Supervision of Data.** DHCS PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DHCS PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- b. **Escorting Visitors.** Visitors to areas where DHCS PHI or PI is contained shall be escorted and DHCS PHI or PI shall be kept out of sight while visitors are in the area.
- c. **Confidential Destruction.** DHCS PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.
- d. **Removal of Data.** Only the minimum necessary DHCS PHI or PI may be removed from the premises of Business Associate except with express written permission of DHCS. DHCS PHI or PI shall not be considered “removed from the premises” if it is only being transported from one of Business Associate’s locations to another of Business Associates locations.
- e. **Faxing.** Faxes containing DHCS PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
- f. **Mailing.** Mailings containing DHCS PHI or PI shall be sealed and secured from damage or inappropriate viewing of such PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of DHCS PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of DHCS to use another method is obtained.

E-Contract Review
Approval as to Form

Department Name: Health Services Agency

Vendor Name: CalMHSA

Contract Description: For the purpose of participation in the Quality Measures
and Performance Improvement program

APPROVED AS TO FORM:



Date: 2/19/2025

Office of the Tehama County Counsel
Margaret Long, County Counsel



Tehama County

Agenda Request Form

File #: 25-0287

Agenda Date: 3/4/2025

Agenda #: 8.

**TEHAMA COUNTY BOARD OF EQUALIZATION - County Assessor Burley Phillips and
Principal Appraiser Patrick Archer**

Requested Action(s)

a) Request approval of the following stipulation as recommended by the County Assessor:
Assessment Appeal No. 07-2023, Red Bluff Kraft LLC

Financial Impact:

Stipulation information will be provided at the meeting.

Background Information:

Stipulation information will be provided at the meeting.

This appeal is identified as application number #7-2023.

Date Received: August 21, 2023

Certification Date: August 15, 2023

Applicant: Red Bluff Kraft LLC

DBA: The Kraft

Assessment Number: 800-005-462

Owner Address:

280 Cohasset Rd, Suite 110
Chico, CA 95926

Brief History of Subject

The subject is business property for an event center operated by Red Bluff Kraft LLC. No business property statement was returned for 2023. An estimate of value of \$50,000 was made per R&T code 501 based on similar businesses.

The applicant appealed the estimate and filed a property statement for 2024. She stated that she did not receive the property tax statement at the address listed on her fictitious business statement. As part of the appeal, the applicant included her 1040 Schedule C, which showed business property purchased for \$18,236. Based on that information, the value was recalculated with depreciation, resulting in a new taxable value of \$17,890. However, since the business property statement was not received by the due date, a 10% penalty should be applied.

The applicant agrees with the revised valuation.

The Assessor's Office request approval of the stipulated value of \$19,679, inclusive of the penalty.

ASSESSMENT APPEAL APPLICATION

This form contains all of the requests for information that are required for filing an application for changed assessment. Failure to complete this application may result in rejection of the application and/or denial of the appeal. Applicants should be prepared to submit additional information if requested by the assessor or at the time of the hearing. Failure to provide information at the hearing the appeals board considers necessary may result in the continuance of the hearing or denial of the appeal. **Do not attach hearing evidence to this application.**

FILED

APPLICATION NUMBER: Clerk Use Only

7-2023

1. APPLICANT INFORMATION - PLEASE PRINT

NAME OF APPLICANT (LAST, FIRST, MIDDLE INITIAL), BUSINESS, OR TRUST NAME

Red Bluff Kraft LLC dba The Kraft

EMAIL ADDRESS

admin@leenbros.com

MAILING ADDRESS OF APPLICANT (STREET ADDRESS OR P. O. BOX)

280 Chasset Rd. Ste 110

CITY Chico	STATE (CA)	ZIP CODE 95926	DAYTIME TELEPHONE (530) 894-5834	ALTERNATE TELEPHONE (530) 520-2746	FAX TELEPHONE () N/A
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2. CONTACT INFORMATION - AGENT, ATTORNEY, OR RELATIVE OF APPLICANT if applicable - (REPRESENTATION IS OPTIONAL)

NAME OF AGENT, ATTORNEY, OR RELATIVE (LAST, FIRST, MIDDLE INITIAL)

Nels Leen

EMAIL ADDRESS

us4leens@aol.com

COMPANY NAME

SAA

CONTACT PERSON IF OTHER THAN ABOVE (LAST, FIRST, MIDDLE INITIAL)

MAILING ADDRESS (STREET ADDRESS OR P. O. BOX)

SAA

CITY	STATE	ZIP CODE	DAYTIME TELEPHONE () SAA	ALTERNATE TELEPHONE () SAA	FAX TELEPHONE ()
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AUTHORIZATION OF AGENT

AUTHORIZATION ATTACHED

The following information must be completed (or attached to this application - see instructions) unless the agent is a licensed California attorney as indicated in the Certification section, or a spouse, child, parent, registered domestic partner, or the person affected. If the applicant is a business entity, the agent's authorization must be signed by an officer or authorized employee of the business.

The person named in Section 2 above is hereby authorized to act as my agent in this application, and may inspect assessor's records, enter in stipulation agreements, and otherwise settle issues relating to this application.

SIGNATURE OF APPLICANT, OFFICER, OR AUTHORIZED EMPLOYEE

TITLE

Managing Member of LLC

DATE

8-15-23

3. PROPERTY IDENTIFICATION INFORMATION

Yes No Is this property a single-family dwelling that is occupied as the principal place of residence by the owner?

ENTER APPLICABLE NUMBER FROM YOUR NOTICE/TAX BILL

ASSESSOR'S PARCEL NUMBER 800-005-462-000	ASSESSMENT NUMBER 800-005-462-000	FEE NUMBER 029-304-003-000
ACCOUNT NUMBER	TAX BILL NUMBER	

PROPERTY ADDRESS OR LOCATION

909 Jefferson St. Red Bluff, CA 96080

DOING BUSINESS AS (DBA), if appropriate

The Kraft

PROPERTY TYPE

- SINGLE-FAMILY / CONDOMINIUM / TOWNHOUSE / DUPLEX
- MULTI-FAMILY/APARTMENTS: NO. OF UNITS _____
- COMMERCIAL/INDUSTRIAL
- BUSINESS PERSONAL PROPERTY/FIXTURES
- AGRICULTURAL
- MANUFACTURED HOME
- WATER CRAFT
- OTHER: _____
- POSSESSORY INTEREST
- VACANT LAND
- AIRCRAFT

4. VALUE

	A. VALUE ON ROLL	B. APPLICANT'S OPINION OF VALUE	C. APPEALS BOARD USE ONLY
LAND			
IMPROVEMENTS/STRUCTURES			
FIXTURES			
PERSONAL PROPERTY (see instructions)	\$ 50,000.00	\$ 18,236 -	
MINERAL RIGHTS			
TREES & VINES			
OTHER			
TOTAL	\$ 50,000.00	\$ 18,236 -	
PENALTIES (amount or percent)			

RECEIVED
 AUG 21 2023
 TEHAMA COUNTY BOARD OF EQUALIZATION

5. TYPE OF ASSESSMENT BEING APPEALED Check only one. See instructions for filing periods

- REGULAR ASSESSMENT – VALUE AS OF JANUARY 1 OF THE CURRENT YEAR
 - SUPPLEMENTAL ASSESSMENT
*DATE OF NOTICE: _____ ROLL YEAR: _____
 - ROLL CHANGE ESCAPE ASSESSMENT CALAMITY REASSESSMENT PENALTY ASSESSMENT
*DATE OF NOTICE: _____ **ROLL YEAR: _____
- *Must attach copy of notice or bill, where applicable **Each roll year requires a separate application*

6. REASON FOR FILING APPEAL (FACTS) *See instructions before completing this section.*

If you are uncertain of which item to check, please check "I. OTHER" and provide a brief explanation of your reasons for filing this application. The reasons that I rely upon to support requested changes in value are as follows:

- A. DECLINE IN VALUE
 - The assessor's roll value exceeds the market value as of January 1 of the current year.
- B. CHANGE IN OWNERSHIP
 - 1. No change in ownership occurred on the date of _____.
 - 2. Base year value for the change in ownership established on the date of _____ is incorrect.
- C. NEW CONSTRUCTION
 - 1. No new construction occurred on the date of _____.
 - 2. Base year value for the completed new construction established on the date of _____ is incorrect.
 - 3. Value of construction in progress on January 1 is incorrect.
- D. CALAMITY REASSESSMENT
 - Assessor's reduced value is incorrect for property damaged by misfortune or calamity.
- E. BUSINESS PERSONAL PROPERTY/FIXTURES. Assessor's value of personal property and/or fixtures exceeds market value.
 - 1. All personal property/fixtures.
 - 2. Only a portion of the personal property/fixtures. Attach description of those items.
- F. PENALTY ASSESSMENT
 - Penalty assessment is not justified.
- G. CLASSIFICATION/ALLOCATION
 - 1. Classification of property is incorrect.
 - 2. Allocation of value of property is incorrect (e.g., between land and improvements).
- H. APPEAL AFTER AN AUDIT. Must include description of each property, issues being appealed, and your opinion of value.
 - 1. Amount of escape assessment is incorrect.
 - 2. Assessment of other property of the assessee at the location is incorrect.
- I. OTHER
 - Explanation (attach sheet if necessary) _____

7. WRITTEN FINDINGS OF FACTS (\$ _____ per _____)

- Are requested. Are not requested.

8. THIS APPLICATION IS DESIGNATED AS A CLAIM FOR REFUND *See instructions.*

- Yes No

CERTIFICATION

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing and all information hereon, including any accompanying statements or documents, is true, correct, and complete to the best of my knowledge and belief and that I am (1) the owner of the property or the person affected (i.e., a person having a direct economic interest in the payment of taxes on that property – "The Applicant"), (2) an agent authorized by the applicant under item 2 of this application, or (3) an attorney licensed to practice law in the State of California, State Bar Number _____, who has been retained by the applicant and has been authorized by that person to file this application.

SIGNATURE (Use Blue Pen - Original signature required on paper-filed application) 	SIGNED AT (CITY, STATE) Chico, CA	DATE 8-15-23
NAME (Please Print) Nels Leen		

FILING STATUS (IDENTIFY RELATIONSHIP TO APPLICANT NAMED IN SECTION 1)

- OWNER AGENT ATTORNEY SPOUSE REGISTERED DOMESTIC PARTNER CHILD PARENT PERSON AFFECTED
- CORPORATE OFFICER OR DESIGNATED EMPLOYEE

Assessment Appeal for Unsecured Tax Roll for Fiscal Year July 1, 2023 – June 30, 2024
Red Bluff Kraft LLC, dba The Kraft
ASMT NUMBER 800-005-462-000
Fee Parcel Number 029-304-003-000

The 2023-2024 Property Tax Bill for Unsecured Personal Property as it pertains to my new business at 909 Jefferson Street in Red Bluff, was received in my office on August 1, 2023. We received this from the neighbor (Katherine Gleim) who lives next door to The Kraft, and who apparently received the bill and inadvertently opened it. We have a great relationship with Ms. Gleim and she promptly forwarded the bill to me, at my office (at 280 Cohasset Rd, Ste. 110, in Chico, CA) with an apology for opening the mail without looking at the addressee.

Upon receipt of the bill, my administrative assistant called the County Tax Office and was referred to Jan in the Assessor's office. Jan had a lengthy explanation as to how the request she sent to us (to fill out the Business Property Statement) was returned undeliverable, time after time, even though it was addressed correctly to my office at 280 Cohasset Road in Chico. Thus, any deadline for us to have gotten that form initially filled out and sent in was long past.

Jan, therefore, plugged in her own number (\$50,000.00), the tax bill was created, and then mailed to the address of the venue at 909 Jefferson Street in Red Bluff. The building does not have a mailbox and we typically do not receive mail there. The tax bill was delivered to and received by Ms. Gleim (as stated above) who not only lives next door, but also used to own the building, (the benefits of a small town where everyone seems to know everyone).

As stated above, we received it from Ms. Gleim on August 1, 2023, well past the deadline of May 31, 2023, for us to file an amended statement of personal property. Thus, we were advised by Jan the only way to get the opinion of value of personal property changed was to file an Assessment Appeal.

I paid the tax stated on the current property tax bill (\$525.05) so as not to miss that deadline of August 31, 2023. However, I do not agree with the assessment. I have attached a copy of my 2022 Schedule C which was created and filed with my entire tax return by my CPA. As you can see, the amount of money spent on personal property for the business for the first year was nowhere near the \$50,000 indicated by your employee, Jan. The opinion of value I plugged in to Section 4B on the appeal form came directly from my 2022 Schedule C Tax Return. I hi-lited the actual supplies and personal property purchased in 2022 for your convenience.

If you have any questions I can be reached at 530-894-5834, or on my cell phone at 530-520-2746. Our generic email address which is maintained by our office manager/administrative assistant is admin@leenbros.com.

Respectfully submitted by:

M. Nels Leen

Profit or Loss From Business
 (Sole Proprietorship)

Department of the Treasury
 Internal Revenue Service

Go to www.irs.gov/ScheduleC for instructions and the latest information.
 Attach to Form 1040, 1040-SR, 1040-NR, or 1041; partnerships generally must file Form 1065.

Name of proprietor MELVIN LEEN		Social security number (SSN) ***-**-9812
A Principal business or profession, including product or service (see instructions) EVENTS	B Enter code from instructions 711300	
C Business name. If no separate business name, leave blank. RED BLUFF KRAFT, LLC	D Employer ID number (EIN) (see instr.)	
E Business address (including suite or room no.) 280 COHASSET RD, SUITE 110 City, town or post office, state, and ZIP code CHICO CA 95928		
F Accounting method: (1) <input checked="" type="checkbox"/> Cash (2) <input type="checkbox"/> Accrual (3) <input type="checkbox"/> Other (specify)		
G Did you "materially participate" in the operation of this business during 2022? If "No," see instructions for limit on losses		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
H If you started or acquired this business during 2022, check here		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I Did you make any payments in 2022 that would require you to file Form(s) 1099? See instructions		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
J If "Yes," did you or will you file required Form(s) 1099?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Part I Income		
1 Gross receipts or sales. See instructions for line 1 and check the box if this income was reported to you on Form W-2 and the "Statutory employee" box on that form was checked <input type="checkbox"/>	1	6,000
2 Returns and allowances	2	
3 Subtract line 2 from line 1	3	6,000
4 Cost of goods sold (from line 42)	4	
5 Gross profit. Subtract line 4 from line 3	5	6,000
6 Other income, including federal and state gasoline or fuel tax credit or refund (see instructions)	6	
7 Gross income. Add lines 5 and 6	7	6,000

Part II Expenses. Enter expenses for business use of your home only on line 30.		
8 Advertising	8	8,990
9 Car and truck expenses (see instructions)	9	
10 Commissions and fees	10	
11 Contract labor (see instructions)	11	
12 Depletion	12	
13 Depreciation and section 179 expense deduction (not included in Part III) (see instructions)	13	
14 Employee benefit programs (other than on line 19)	14	
15 Insurance (other than health)	15	
16 Interest (see instructions):		
a Mortgage (paid to banks, etc.)	16a	
b Other	16b	
17 Legal and professional services	17	8,428
18 Office expense (see instructions)	18	51
19 Pension and profit-sharing plans	19	
20 Rent or lease (see instructions):		
a Vehicles, machinery, and equipment	20a	
b Other business property	20b	
21 Repairs and maintenance	21	6,578
22 Supplies (not included in Part III)	22	16,777
23 Taxes and licenses	23	
24 Travel and meals:		
a Travel	24a	
b Deductible meals (see instructions)	24b	107
25 Utilities	25	
26 Wages (less employment credits)	26	7,034
27a Other expenses (from line 48)	27a	1,642
b Reserved for future use	27b	
28 Total expenses before expenses for business use of home. Add lines 8 through 27a	28	49,607
29 Tentative profit or (loss). Subtract line 28 from line 7	29	-43,607
30 Expenses for business use of your home. Do not report these expenses elsewhere. Attach Form 8829 unless using the simplified method. See instructions. Simplified method filers only: Enter the total square footage of (a) your home: _____ and (b) the part of your home used for business: _____. Use the Simplified Method Worksheet in the instructions to figure the amount to enter on line 30	30	
31 Net profit or (loss). Subtract line 30 from line 29. • If a profit, enter on both Schedule 1 (Form 1040), line 3 , and on Schedule SE, line 2 . (If you checked the box on line 1, see instructions.) Estates and trusts, enter on Form 1041, line 3 . • If a loss, you must go to line 32.	31	-43,607
32 If you have a loss, check the box that describes your investment in this activity. See instructions. • If you checked 32a, enter the loss on both Schedule 1 (Form 1040), line 3 , and on Schedule SE, line 2 . (If you checked the box on line 1, see the line 31 instructions.) Estates and trusts, enter on Form 1041, line 3 . • If you checked 32b, you must attach Form 6198 . Your loss may be limited.	32a 32b	<input checked="" type="checkbox"/> All investment is at risk. <input type="checkbox"/> Some investment is not at risk.

**TEHAMA COUNTY BOARD OF EQUALIZATION
P. O. BOX 250
RED BLUFF, CA 96080**

Nels Leen
280 Cohasset Rd. Ste 110
Chico, CA 95926

August 31, 2023

Tehama County Property Owner:

This is to let you know that your Application(s) for Assessment Appeal has been received by our office. Your appeal number is **7-2023**.

Please be aware that due to a high volume of appeals received, there may be a delay in processing your application. The Appeals Board is expected to hear and decide all appeals within two years of the filing of an application. (If you do not have your property taxes impounded through a mortgage, you will still be required to pay all property taxes while awaiting the outcome of your appeal).

Once the Assessor's Office has received your application, they will process your file. If you and the Assessor reach an agreement on value during this process, there will be no need for an Assessment Appeals hearing. If no agreement on value is reached between you and the Assessor's Office, a hearing will be scheduled. You will be given 45 days notice prior to the Assessment Appeals hearing.

Just a reminder, your appeal must be based on the market value of your property as of January 1st of the year in which you are filing. For example, if you file an appeal in 2023, your appeal must be based on the market value of your property as of January 1, 2023.

Thank you for your cooperation and patience as our departments work through this process.

If you have any questions regarding your appeal, please call the Assessor's Office at (530) 527-5931.

JENNIFER VISE, Clerk of the
Tehama County Board of Equalization

Deputy





STIPULATION AGREEMENT

To be completed by the Assessor and filed with the Clerk of the Board at the address shown.

BEFORE THE COUNTY BOARD

COUNTY OF Tehama, STATE OF CALIFORNIA

IN THE MATTER OF THE APPLICATION OF:

07-2023

Red Bluff Kraft LLC DBA The Kraft

NAME OF APPLICANT

APPLICATION NUMBER(S)

800-005-462

PARCEL OR FILE NUMBER(S)

STIPULATION TO VALUE

For the *Assessment Appeal Application* referenced above, the applicant and the Assessor stipulate the following:

1. This stipulation agreement is made pursuant to Revenue and Taxation Code section 1607 and becomes effective only upon acceptance by the County Board.
2. The corrected assessed value of the property described in the application and enrolled upon the assessment roll for the year indicated shall be as hereafter set forth. The Assessor has reviewed the values and is now of the opinion that the full taxable value of the property, as of the lien date or event date (for change in ownership or new construction), should have been the values listed below as "Corrected Assessed Value."

ASSESSMENT YEAR 20 <u>23</u> - 20 <u>24</u> <input checked="" type="checkbox"/> REGULAR <input type="checkbox"/> SUPPLEMENTAL	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	CORRECTED ASSESSED VALUE	DIFFERENCE (ROLL VALUE MINUS CORRECTED ASSESSED VALUE)
LAND				
IMPROVEMENTS/ STRUCTURES				
CROPS/TREES AND VINES				
MANUFACTURED HOME - PERSONAL PROPERTY				
FIXTURES				
PERSONAL PROPERTY	50,000	18,236	17,890	-32,110
TOTALS	50,000	18,236	19,679	-30,321
PENALTY			1,789	1,789

3. The facts upon which the change in assessed value is based are as follows:

The subject is business property for an event center operated by Red Bluff Kraft LLC. No business property statement was returned for 2023. An estimate of value was made per R&T code 501 based on similar businesses.

The applicant appealed the estimate and filed a property statement for 2024. She stated that she did not receive the property tax statement at the address listed on her fictitious business statement. As part of the appeal, the applicant included her 1040 Schedule C, which showed business property purchased for \$18,236. Based on that information, the value was recalculated with depreciation, resulting in a new taxable value of \$17,890.

However, since the business property statement was not received by the due date, a 10% penalty should be applied.

The applicant agrees with the revised valuation.

The undersigned respectfully requests that the County Board accept the stipulation, waive the appearance of the applicant, and change the assessed value in accordance with Revenue and Taxation Code section 1610.8 and the California Constitution, Article XIII, section 16.

The applicant understands that in the event this stipulation agreement is not approved by the County Board prior to the time that taxes, or any portion thereof, become due, payment shall be made in accordance with the appropriate provisions of the Revenue and Taxation Code.

Further, applicant understands that the County Board may reject this stipulation agreement, and set or reset this application for hearing, pursuant to Revenue and Taxation Code section 1607.

I hereby stipulate to the values for the subject property, as stated in the "Corrected Assessed Value" section of this agreement. If the corrected value(s) is approved by the County Board, the stipulation agreement also constitutes a withdrawal of the Assessment Appeal Application.

SIGNATURE 		DATE EXECUTED 1/31/2025
NAME OF AUTHORIZED SIGNER M. Nels Leen		TITLE Owner
FILING STATUS <input checked="" type="checkbox"/> OWNER <input type="checkbox"/> AGENT <input type="checkbox"/> ATTORNEY <input type="checkbox"/> SPOUSE <input type="checkbox"/> REGISTERED DOMESTIC PARTNER <input type="checkbox"/> CHILD <input type="checkbox"/> PARENT <input type="checkbox"/> PERSON AFFECTED <input type="checkbox"/> CALIFORNIA ATTORNEY, STATE BAR NUMBER: _____ <input type="checkbox"/> CORPORATE OFFICER OR DESIGNATED EMPLOYEE		
SIGNATURE OF COUNTY ASSESSOR 		PRINT NAME OF COUNTY ASSESSOR Burley Phillips
SIGNATURE OF COUNTY COUNSEL 		PRINT NAME OF COUNTY COUNSEL

FOR COUNTY BOARD USE ONLY

- The stipulation agreement is approved and appearance is waived. The full value of the property in question is changed in accordance with Revenue and Taxation Code section 1607.
- The stipulation agreement is rejected, and the *Assessment Appeal Application* is set for hearing on: _____ DATE

ATTEST BY COUNTY BOARD:

DATED: _____

BY: _____
CHAIRPERSON

CLERK OF THE BOARD



Tehama County

Agenda Request Form

File #: 25-0263

Agenda Date: 3/4/2025

Agenda #: 9.

SHERIFF'S OFFICE - Sheriff Dave Kain

Requested Action(s)

a) AGREEMENT - Request approval and authorization for the Chair and the Sheriff to sign Amendment No. 1 with Express Services Inc. DBA Express Employment Professionals (Misc Agree. 2024-209), thereby increasing the maximum compensation payable not to exceed \$120,000

Financial Impact:

The funding source for the agreement has been budgeted for FY 24/25 in the Professional Services accounts (53230), for the Jail (2032) and the Sheriff (2027) budget units.

Background Information:

The Sheriff's Office has utilized Express Services since 2013, where they provide temporary staff to fill unexpected or hard to fill vacancies. The Sheriff's Office is actively recruiting to fill those vacancies, but the temporary employees will assist the Office in day-to-day operations until these vacancies can be filled. Pursuant to Government Code Section 31000.4, the use of temporary help shall be limited to a period of not to exceed 90 days for any single peak load, temporary absence, or emergency situation. The positions include Clerical, Facilities Maintenance (Mechanical), and Cook.

We found there was an extra need that was previously unanticipated. By increasing the maximum compensation payable not to exceed (NTE) \$120,000 from the original agreement (Misc. Agree 2024-209) of NTE \$90,000 the Sheriff's Office would be able to continue employing temporary staff until necessary vacancies are filled. If there are any deficits in either of these budget accounts, the fiscal staff will make the appropriate transfers within those services and supplies budget.

AMENDMENT #1

**TO THE AGREEMENT BETWEEN THE COUNTY OF TEHAMA
AND EXPRESS SERVICES INC.**

This Amendment to Agreement Number 2024-209, dated July 3rd, 2024, by and between the County of Tehama, through its Sheriff's Office (County) and Express Services Inc. DBA Express Employment Professionals (Contractor) for the purpose of providing temporary employees to the County, shall be amended as follows:

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

A. The Maximum Compensation payable under this agreement shall not exceed \$120,000.00

It is mutually agreed that all other terms and conditions of Agreement Number 2024-209 shall remain in full force and effect.

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

COUNTY OF TEHAMA

Date: _____

Sheriff-Coroner Dave Kain

Date: _____

Chairman, Board of Supervisors

EXPRESS SERVICES, INC.

Date: 2/4/2025

[Signature]
Authorized Agent *Randall Hansen, Franchisee*

Agreement #: _____

108526
Vendor Number

Multiple-53230
Budget Account Number

**AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND
EXPRESS SERVICES INC.**

This agreement is entered into between the County of Tehama, through its Sheriff's Office, ("County") and Express Services, Inc. a Colorado corporation doing business as Express Employment Professionals with a local notice address of 243 South Main St., Red Bluff, CA 96080 ("Contractor") for the purpose of providing temporary employees.

1) RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall assign its temporary employees to County in order to perform work assigned. In addition to providing temporary employees to perform the work assigned, Contractor agrees to recruit, interview, select, and hire applicants who, in Contractor's judgment, are best qualified to perform the type of work required. As the employer of such temporary employees, Contractor will:

- a) Maintain all necessary personnel and payroll records for its temporary employees assigned to County;
- b) Compute their wages and withhold applicable Federal, State and local taxes and Federal Social Security payments;
- c) Remit temporary associate withholdings to the proper governmental authorities and make employer contributions for Federal FICA, and federal and State unemployment insurance payments;
- d) Pay net wages and fringe benefits, if any, directly to its temporary employees
- e) Provide for liability, fidelity, and Workers' Compensation insurance coverage in the amounts as hereinafter set forth; and
- f) At the request of County, for any valid reason, remove any of its temporary employees assigned to County, provided that this arrangement shall in no way affect the right of Contractor in its sole discretion as employer, to hire, reassign, and/or terminate its own temporary employees.

2) RESPONSIBILITIES OF THE COUNTY

County shall compensate Contractor for said services pursuant to Section 3 and 4 of this agreement. County agrees to supervise Contractor's temporary employees and provide

TEHAMA COUNTY

AGREEMENT #: _____

Contractor's temporary employees with a suitable place of work that shall comply with all applicable Federal, State, and local health and safety laws.

County agrees that Contractor's temporary employees will not be assigned to drive vehicles and/or motorized mobile equipment.

County shall furnish Contractor with copies of the company's safety rules and regulations so that Contractor may instruct its temporary employees accordingly. In the event the work requires the use of any personal safety equipment, Contractor and County agree to mutually arrange for the provision thereof. County agrees to sign the time cards (evidence of time worked) presented by Contractors' temporary employees in order to record the compensable working time of the Contractors temporary employees, and to designate a member of its staff who will be authorized to sign time cards on behalf of County.

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 \$90,000.00. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

4) BILLING AND PAYMENT

Contractor shall submit weekly itemized invoices to County for the actual amount of hours worked based on services completed to the reasonable satisfaction of County up to the date of billing. County shall make payment of all undisputed amounts within 30 days of receipt of Contractor's invoice.

5) TERM OF AGREEMENT

This agreement shall commence on July 1, 2024, and shall terminate June 30, 2025, 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

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

If Contractor's temporary employees have access to unattended premises or the care, custody, or control of confidential information, trade secrets, or other valuable property, then County agrees to indemnify and hold Contractor harmless from any resulting loss or damage.

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:

Express Employment Professionals
Attn: Randy Hansen
243 S. Main Street
Red Bluff, CA 96080
(530) 527-0727
Randy.Hansen@ExpressPros.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 2
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 1
accounting@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 C, attached hereto and incorporated by reference. In the event of a conflict between the provisions of the main body of this Agreement and any attached Exhibit(s), the main body of the Agreement shall take precedence.

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

COUNTY OF TEHAMA

Date: 7/3/24



Sheriff-Coroner

EXPRESS SERVICES, INC.

Date: 06/06/2024

Randall D. Hansen

Authorized Agent

Agreement #: _____

108526
Vendor Number

2032-53230 Jail
2027-53230 TCSO
Budget Account Number

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

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

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

Automobile Liability

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including 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

1. Job Description. Express temporary associates assigned to the Client under this Agreement shall be qualified to perform the following work.
Clerical-Phones, general office duties. Mechanical- troubleshooting and facilities maintenance. Cook-food service.

2. Compensation. The following are the bill rates for each temporary associate category to be utilized by the Client:

Table with 3 columns: Job Classification, Code Classification, and Bill Rate. Rows include Clerical (\$28.41), Mechanical (\$37.16), and Cook (\$30.48).

Overtime is calculated at 1.5 and 2.0 times the rates, depending on overtime hours worked.

The above bill rates include:

- a. Temporary Associate Pay Rate
b. Employer FICA Contribution
c. Employer Federal and State Unemployment Contributions
d. Workers' Compensation, Fidelity and Liability Insurance
e. General Administrative and Overhead Expenses
f. Gross Profit Margin
g. Additional Required Payroll Costs for:

N/A

3. In addition to the above bill rates the Client agrees to pay to Express the following:

N/A

4. Special Considerations: N/A

CLIENT

EXPRESS

TEHAMA COUNTY SHERIFF'S OFFICE

EXPRESS EMPLOYMENT PROFESSIONALS

BY: [Signature]

BY: [Signature]

DATE: 7/31, 2014

DATE: 6/4, 2014



EXHIBIT C

Cash Handling Agreement

Tehama County Sheriff's Office (Client) agrees that no claims will be filed against Express Employment Professionals (Express) for loss of cash, checks, credit cards, negotiable securities, negotiable instruments, or other valuables (bullion, precious metals, gems, etc.) arising out of the assignment of Express temporary associates to handle these items while working for Client.

CLIENT

EXPRESS

Tehama County Sheriff's Office

EXPRESS EMPLOYMENT PROFESSIONALS

BY: JF

BY: [Signature]

DATE: 7/31, 20 24

DATE: 6/4, 20 24

JF

Agreement - Express Personnel 24

Final Audit Report

2024-06-06

Created:	2024-06-06
By:	Nickoli Brummond (nbrummond@tehamaso.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAnBNU9hW8P4RJyTinsOjOTtpBwyrPwxTy

"Agreement - Express Personnel 24" History

-  Document created by Nickoli Brummond (nbrummond@tehamaso.org)
2024-06-06 - 1:44:46 PM GMT
-  Document emailed to randy.hansen@expresspros.com for signature
2024-06-06 - 1:44:53 PM GMT
-  Email viewed by randy.hansen@expresspros.com
2024-06-06 - 2:12:04 PM GMT
-  Signer randy.hansen@expresspros.com entered name at signing as Randall D. Hansen
2024-06-06 - 2:24:24 PM GMT
-  Document e-signed by Randall D. Hansen (randy.hansen@expresspros.com)
Signature Date: 2024-06-06 - 2:24:26 PM GMT - Time Source: server
-  Agreement completed.
2024-06-06 - 2:24:26 PM GMT

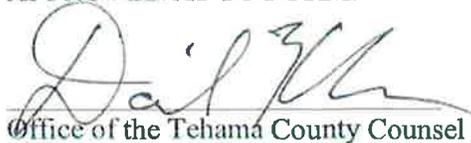
E-Contract Review
Approval as to Form

Department Name: TCSO

Vendor Name: Express Personnel Services

Document Description: Temporary Help for Clerical, Mechanical, and Cook

APPROVED AS TO FORM:


Office of the Tehama County Counsel

Daniel B. Klausner, Senior Deputy County Counsel

Date: 6/6/24



Tehama County

Minutes Certification

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

File Number: 24-853

Enactment Number: MISC. AGR 2024-209

SHERIFF'S OFFICE

- a) **AGREEMENT** - Approval and authorization for the Sheriff to sign the Agreement with Express Services Inc. DBA Express Employment Professionals, for the purpose of providing temporary employees, for the rates as set forth in Exhibit "B", with maximum compensation not to exceed \$90,000 per year, effective on 7/1/24 and shall terminate 6/30/25.

Enactment No: MISC. AGR 2024-209

RESULT: APPROVED THE CONSENT AGENDA
MOVER: Matt Hansen
SECONDER: William Moule
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 6/25/2024.

Attest: *Jennifer Vise*

July 02, 2024
Date Certified

E-Contract Review
Approval as to Form

Department Name: Tehama County Sheriff's Office

Vendor Name: Express Services Inc. DBA Express Employment Professionals.

Document Description: Agreement for Temporary Employment Services

APPROVED AS TO FORM:



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

Date: 2/18/25



Tehama County

Agenda Request Form

File #: 25-0264

Agenda Date: 3/4/2025

Agenda #: 10.

SHERIFF'S OFFICE - Sheriff Dave Kain

Requested Action(s)

a) AGREEMENT - Request 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

Financial Impact:

There is no financial impact on the General Fund. The funding source for the agreement has been budgeted for FY 2024/25 in the Coroners Professional/Special Services account, 2072-53230.

Background Information:

Dr. Bennet Omalu provides a vital service that is necessary for the Coroner when determining a death is suspicious and further investigative measures need to be taken to determine a cause of death. Dr. Bennet Omalu is the only licensed forensic pathologist in the area that is able to provide this essential service. The yearly not to exceed amount of \$100,000 per year is due to the increase in cost of services. Dr. Bennet Omalu has not raised rates since 2019. However, due to inflation and rising costs, an increase has become necessary. However, as a good will offer and gesture by Dr. Bennet Omalu, he is not charging the County for his travel expenses or transcription fees as explained in Exhibit "B" of the contract. Dr. Bennet Omalu will only be charging for direct autopsy-related services, administrative services will not be billed for to reaffirm that we are partners in service. The County has been using Bennet Omalu Pathology Services since 2018 and when he was previously with Forensic Pathology Group.

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

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: _____

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 #: _____

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

P A T H O L O G Y

THREE-YEAR COST PLAN AND FEE SCHEDULE
2025 - 2028
COUNTY OF TEHAMA, CALIFORNIA

bennetomalubennetomalu.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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

If the policy to which this endorsement is attached also contains a Business Auto Coverage Enhancement Endorsement with a specific state named in the title, this endorsement does not apply to vehicles garaged in that specified state.

COVERAGE INDEX

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SECTION II – LIABILITY COVERAGE is amended as follows:

1. NEWLY FORMED OR ACQUIRED SUBSIDIARIES

SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured is amended to include the following as an "insured":

- d. Any legally incorporated subsidiary of which you own more than 50 percent interest during the policy period. Coverage is afforded only for 90 days from the date of acquisition or formation. However, "insured" does not include any organization that:

- (1) Is a partnership or joint venture; or
- (2) Is an "insured" under any other automobile policy except a policy written specifically to apply in excess of this policy; or
- (3) Has exhausted its Limit of Insurance or had its policy terminated under any other automobile policy.

Coverage under this provision **d.** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

2. EMPLOYEES AS INSURED

SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured is amended to include the following as an "insured":

- e. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".
- f. Any "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured is amended to include the following as an "insured":

- g. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, written agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or written agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit.

The "insured" is required to submit a claim to any other insurer to which coverage could apply for defense and indemnity. Unless the "insured" has agreed in writing to primary noncontributory wording per enhancement number 23, this policy is excess over any other collectible insurance.

4. SUPPLEMENTARY PAYMENTS

SECTION II – LIABILITY COVERAGE, Coverage Extensions, 2.a. Supplementary Payments, Paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

5. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow "employees" are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II – LIABILITY, Exclusion **B.5. Fellow Employee** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire if you have workers compensation insurance in force for all of your "employees" at the time of "loss".

This coverage is excess over any other collectible insurance.

SECTION III – PHYSICAL DAMAGE COVERAGE is amended as follows:

6. HIRED AUTO PHYSICAL DAMAGE

Paragraph **A.4. Coverage Extensions** of **SECTION III – PHYSICAL DAMAGE COVERAGE**, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

- a. You hire, rent or borrow; or
- b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business,

subject to the following limit and deductible:

- a. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:
 - (1) \$50,000; or
 - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.
- b. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
- c. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.
- d. Subject to a maximum of \$1,000 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.
- e. This coverage extension does not apply to:
 - (1) Any "auto" that is hired, rented or borrowed with a driver; or
 - (2) Any "auto" that is hired, rented or borrowed from your "employee" or any member of your "employee's" household.

Coverage provided under this extension is excess over any other collectible insurance available at the time of "loss".

7. TOWING AND LABOR

SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph **A.2. Towing**, is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

- a. For private passenger type vehicles, we will pay up to \$75 per disablement.
- b. For "light trucks", we will pay up to \$75 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- c. For "medium trucks", we will pay up to \$150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 – 20,000 pounds.

However, the labor must be performed at the place of disablement.

8. PHYSICAL DAMAGE – ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

Paragraph **A.4.a. Coverage Extensions, Transportation Expenses** of **SECTION III – PHYSICAL DAMAGE COVERAGE**, is amended to provide a limit of \$50 per day and a maximum limit of \$1,500.

9. RENTAL REIMBURSEMENT

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended by adding the following:

- a. We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."
- b. Rental Reimbursement requires the rental of a comparable or lesser vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.
- c. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto". This limit is excess over any other collectible insurance.
- d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph **4. Coverage Extension**.
- f. No deductible applies to this coverage.
- g. The insurance provided under this extension is excess over any other collectible insurance.

If this policy also provides Rental Reimbursement Coverage you purchased, the coverage provided by this Enhancement Endorsement is in addition to the coverage you purchased.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision **11.B**.

10. EXTRA EXPENSE – BROADENED COVERAGE

Under **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage**, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is \$1,000.

11. PERSONAL EFFECTS COVERAGE

A. SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

B. SECTION V – DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an "insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

12. ACCIDENTAL AIRBAG DEPLOYMENT

SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

13. PHYSICAL DAMAGE DEDUCTIBLE – VEHICLE TRACKING SYSTEM

SECTION III – PHYSICAL DAMAGE COVERAGE, D. Deductible, is amended by adding the following:

Any Comprehensive Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a vehicle tracking device such as a radio tracking device or a global position device and that device was the method of recovery of the vehicle.

14. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions, Paragraph **a.** of the exception to exclusions **4.c.** and **4.d.** is deleted and replaced with the following:

Exclusions **4.c.** and **4.d.** do not apply to:

a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is:

(1) Permanently installed in the covered "auto" at the time of the "loss" or removable from a housing unit that is permanently installed in the covered "auto"; and

(2) Designed to be solely operated by use from the power from the "auto's" electrical system; and

(3) Physical damage coverages are provided for the covered "auto".

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.

15. LOAN / LEASE GAP COVERAGE (Not Applicable In New York)

- A. Paragraph C. Limit Of Insurance** of **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:
 - a. Overdue payments and financial penalties associated with those payments as of the date of the "loss";
 - b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear;
 - c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
 - d. Transfer or rollover balances from previous loans or leases;
 - e. Final payment due under a "Balloon Loan";
 - f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto";
 - g. Security deposits not refunded by a lessor;
 - h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto";
 - i. Any amount representing taxes;
 - j. Loan or lease termination fees; or
2. The actual cash value of the damage or stolen property as of the time of the "loss".

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

B. Additional Conditions

This coverage applies only to the original loan for which the covered "auto" that incurred the "loss" serves as collateral, or lease written on the covered "auto" that incurred the "loss".

- C. SECTION V – DEFINITIONS** is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

16. GLASS REPAIR – WAIVER OF DEDUCTIBLE

Paragraph **D. Deductible** of **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

17. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)

Paragraph **D. Deductible** of **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

- a. In the charge of an "insured";
- b. Legally parked; and
- c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

18. TWO OR MORE DEDUCTIBLES

Under **SECTION III – PHYSICAL DAMAGE COVERAGE**, if two or more company policies or coverage forms apply to the same "accident", the following applies to Paragraph **D. Deductible**:

- a. If the applicable Business Auto deductible is the smaller (or smallest) deductible, it will be waived; or
- b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible; or
- c. If the "loss" involves two or more Business Auto coverage forms or policies, the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement, company means any company that is part of the Liberty Mutual Group.

SECTION IV – BUSINESS AUTO CONDITIONS is amended as follows:

19. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV– BUSINESS AUTO CONDITIONS, Paragraph **B.2.** is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

20. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph **A.2.a.** is replaced in its entirety by the following:

a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) Member, if you are a limited liability company;
- (4) An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

To the extent possible, notice to us should include:

- (a) How, when and where the "accident" or "loss" took place;
- (b) The "insured's" name and address; and
- (c) The names and addresses of any injured persons and witnesses.

21. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph **A.5. Transfer Of Rights Of Recovery Against Others To Us**, is amended by the addition of the following:

If the person or organization has in a written agreement waived those rights before an "accident" or "loss", our rights are waived also.

22. HIRED AUTO COVERAGE TERRITORY

SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph **B.7. Policy Period, Coverage Territory**, is amended by the addition of the following:

f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the "insured's" responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

23. PRIMARY AND NON-CONTRIBUTING IF REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT

The following is added to **SECTION IV – BUSINESS AUTO CONDITIONS, General Conditions, B.5. Other Insurance** and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

SECTION V – DEFINITIONS is amended as follows:

24. BODILY INJURY REDEFINED

Under **SECTION V – DEFINITIONS**, Definition **C.** is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraph (2) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
 - (a) Less than 52 feet long; and
 - (b) Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraphs (3), (4) and (6) of exclusion j. Damage To Property do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to Section IV - Commercial General Liability Conditions, Condition 4. Other Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:
 - a. The fourth from the last paragraph of exclusion j. Damage To Property is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

 - (i) Premises rented to you for a period of 7 or fewer consecutive days; or
 - (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

- b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance.**

2. Paragraph **6.** under **Section III - Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to:

- a. Any one premise:

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

- b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph **9.a.** of **Definitions** is replaced with the following:

- 9.a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph **1. Insuring Agreement** of **Section I - Coverage C - Medical Payments**, Subparagraph **(b)** of Paragraph **a.** is replaced by the following:

- (b)** The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. Under **Supplementary Payments - Coverages A and B**, Paragraph **1.b.** is replaced by the following:

- b. Up to **\$3,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph **1.d.** is replaced by the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to **\$500** a day because of time off from work.

G. ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph **2.** under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

- a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
 - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
 - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
 - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. **Duties In the Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions**.



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2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. **Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- d. "Bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. **Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- a. The following is added to Paragraph a. **Primary Insurance:**

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

b. The following is added to Paragraph **b. Excess Insurance**:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. ADDITIONAL INSUREDS - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition **2. Duties In The Event Of Occurrence, Offense, Claim or Suit**:

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
- b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III - Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

**J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES**

Paragraph **2.a.(1)** of **Section II - Who Is An Insured** is replaced with the following:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1) (a)** above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1) (a)** or **(b)** above; or
- (d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph **(d)**) does not apply.

Paragraphs **(a)** and **(b)** above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and



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advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

Paragraph 3. of Section II - Who Is An Insured is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
 - d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 6. Representations:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 2. Duties In The Event of Occurrence, Offense, Claim Or Suit:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of Section II - Who Is An Insured or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under Section V - Definitions, Definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

P. EXTENDED PROPERTY DAMAGE

Exclusion a. of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition **8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.



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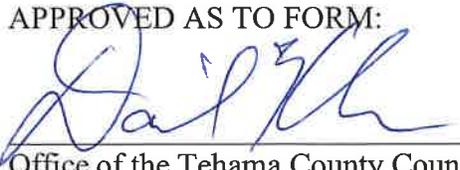
E-Contract Review
Approval as to Form

Department Name: Tehama County Sheriff's Office

Vendor Name: Bennet Omalu Pathology.

Document Description: Agreement for Forensic Pathology Services

APPROVED AS TO FORM:



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

Date: 2/18/25



Tehama County

Agenda Request Form

File #: 25-0241

Agenda Date: 3/4/2025

Agenda #: 11.

PERSONNEL / ADMINISTRATION - Personnel Director Coral Ferrin

Requested Action(s)

a) AGREEMENT - Request approval and authorization for the Chair to sign an Employment Agreement with Jessica Martinez for the position of Director of Planning, effective 3/4/25 through 3/3/28

Financial Impact:

The total salary, benefits and roll-up costs for the first year of the employment agreement for the Director of Planning at Step A is approximately \$155,476.

Background Information:

A competitive recruitment was conducted for the position of Director of Planning and Ms. Martinez has been selected as the most qualified applicant. The Chief Administrator and Ms. Martinez have agreed to the salary, benefits, and all terms and conditions contained in the attached agreement. Benefits contained within the Employment Agreement include a \$60 per month cellphone allowance, 240 hours of Personal Time Off (PTO) per year, 40 hours of Management Time Off (MTO) per fiscal year, one (1) personal holiday per year, Parental Leave, Bereavement Leave, and participation in the County sponsored Deferred Compensation plan on the same terms as employees in the Tehama County Management Employees Association (TCMEA).

In addition, the proposed agreement clarifies Ms. Martinez is considered a local miscellaneous member of the California Public Employees' Retirement System (CalPERS), and a "New" employee as defined in the California Public Employees' Pension Reform Act of 2013 and stipulates Ms. Martinez shall participate in the CalPERS 2% at 62 defined benefit program. Ms. Martinez will be required to pay the employee member contribution equal to eight percent (8%) of her compensation up to the maximum limit established by CalPERS. The County will not pay any portion of this contribution on behalf of Ms. Martinez.

This is a contract, overtime exempt position.

TEHAMA COUNTY
and
JESSICA MARTINEZ
EMPLOYMENT AGREEMENT
for the position of
Director of Planning

THIS AGREEMENT, is made and entered into on March 4, 2025 and effective commencing March 4, 2025 by and between the Tehama County Board of Supervisors, hereinafter called “COUNTY” and JESSICA MARTINEZ, hereinafter called “MARTINEZ” both of whom understand as follows:

WITNESSETH

WHEREAS, COUNTY desires to employ the services of MARTINEZ as Director of Planning from the effective date hereof until March 3, 2028; and

WHEREAS, it is the desire of COUNTY to provide certain benefits, to establish certain conditions of employment and to set working conditions for MARTINEZ; and

WHEREAS, MARTINEZ desires employment in the position described above; and

WHEREAS, except as otherwise provided herein, all provisions of the personnel rules and regulations of the COUNTY relating to leave, expense reimbursement, retirement and pension system contributions, and other benefits and working conditions as they now exist or hereafter may be amended, also shall apply to MARTINEZ as they would to any employees of the County; and

WHEREAS, the COUNTY Board shall fix any such terms and conditions of employment, as it may determine from time to time, relating to the performance of MARTINEZ provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement or any other law.

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

Section 1: Duties

COUNTY hereby agrees to employ MARTINEZ as the Director of Planning to perform the functions and duties as specified in the Director of Planning classification specification heretofore or hereinafter approved by the Tehama County Board of Supervisors and to perform other legally permissible and proper duties and functions of the Planning Department from time to time as may be assigned.

Except as otherwise provided by COUNTY, a workweek is defined to consist of seven (7) consecutive calendar days, Sunday through Saturday, consisting of forty (40) hours. MARTINEZ shall report for work at her regular established headquarters and shall return hereto at the conclusion of the day’s work, except for off-site COUNTY business, or as otherwise established.

Section 2: Term

MARTINEZ agrees to remain in the exclusive employ of COUNTY until March 3, 2028 and further agrees to accept no other employment that may conflict with MARTINEZ’s performance of duties until this termination date, unless said termination date is affected as hereinafter provided.

Section 3: Salary

For purposes of this agreement, MARTINEZ shall be considered an overtime-exempt County employee. The salary and benefits provided under this agreement shall constitute the total compensation for all services provided by MARTINEZ under this agreement.

In full consideration for services rendered, and the satisfactory job performance of specified duties, COUNTY agrees to pay MARTINEZ hereto an annual salary, payable in twenty-six (26) installments, on the same biweekly basis as other employees of the COUNTY, and prorated on actual hours worked within the annual period. Annual salaries will be as follows:

March 4, 2025 through March 3, 2026	\$116,775.00 Annually
March 4, 2026 through March 3, 2027	\$122,614.00 Annually
March 4, 2027 through March 3, 2028	\$128,744.00 Annually

In the event that, during the term of this contract, COUNTY agrees to adjustments in employment compensation, such as increases or reductions in salary, increased contributions to CalPERS, or changes to other benefits for all classifications represented by the Tehama County Management Employees Association, herein after called “TCMEA”, MARTINEZ’s employment compensation will be adjusted by an equal percentage. Any such adjustments shall be effective for all calendar months commencing after the effective date of the adjustment as stated in the Memorandum of Understanding between COUNTY and the TCMEA currently in effect (hereinafter the “MOU”).

Notwithstanding any other provisions of this contract, the COUNTY’s Board of Supervisors reserves the right, in its sole discretion, to increase the compensation paid by COUNTY to MARTINEZ during the term of this contract. The compensation stated in this contract shall not be deemed to be a fixed amount for the entire term of this contract, and may be increased, in the discretion of the Board of Supervisors, consistent with the California Constitution, Article XI, Section 10, subdivision (a).

Except as stated above, COUNTY shall not at any time during the term of this agreement reduce the salary, compensation or other financial benefits of MARTINEZ, except with the concurrence of MARTINEZ and then only to the degree of such a reduction across-the-board for all employees of the Department in which MARTINEZ is employed (including a reduction resulting from employee furloughs).

Except as provided in the cell phone allowance, partial months will be prorated based on the number of days this contract is in force during the month calculated as a percentage of the total number of calendar days in the month.

Section 4: Cellular Telephone Allowance

As MARTINEZ's duties require the use of a cellular telephone in the course of County business, COUNTY agrees to provide MARTINEZ a cellular telephone allowance of \$60 per month to cover all costs of related equipment and service. This cellular telephone allowance is not considered part of salary and is therefore not included in California Public Employees' Retirement System calculations for MARTINEZ and shall not be prorated.

Section 5: Automobile

Should it be required that MARTINEZ use her personal vehicle in the performance of her official County duties, it is agreed that MARTINEZ will be reimbursed at the approved County reimbursement rate. This mileage reimbursement is not considered part of salary and is therefore not included in California Public Employees' Retirement System calculations for MARTINEZ.

Section 6: Personal Time Off (PTO)

MARTINEZ at the time of execution of this agreement shall no longer be eligible to accrue sick leave; however, any existing sick leave balances shall be carried forward and available to MARTINEZ for use for a non-work-related absence due to:

- a. The inability of an employee to be present or perform the employee's duties because of personal illness, off-duty injury, or confinement for medical treatment
- a. Personal medical or dental appointments, which are impractical to schedule outside of regular working hours
- b. The need of the employee to attend to an immediate family member who is ill or injured for up to a maximum of six (6) days per fiscal year. For purposes of this Section, "Immediate family member" includes only: 1) A spouse or registered domestic partner; 2) A child, which for purposes of this article means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the eligible employee stand in loco parentis. This definition of a child is applicable regardless of age or dependency status; 3) A biological, adoptive, or foster parent, stepparent, or legal guardian of an eligible employee or of the eligible employee's spouse or registered domestic partner, or a person who stood in loco parentis when the eligible employee was a minor child; 4) A grandparent, step-grandparent, or great grandparent; 5) A grandchild; 6) A sibling; and 7) A designated person.

In lieu of accruing vacation or sick leave, MARTINEZ shall accrue and have credited to her personal account, Personal Time Off (PTO) leave. PTO shall accrue at a rate of 240 hours per year (9.23 hours per pay period) of full-time service (prorated for any part-time work or unpaid leaves). Accrual of PTO shall continue until such time MARTINEZ has accrued a total balance of five hundred (500) hours, at which point the accrual of additional time beyond 500 hours shall cease.

MARTINEZ shall have one (1) personal holiday (8 hours) added to her PTO balance each July 1st, subject to the 500-hour cap.

The Board of Supervisors may, in its discretion and at MARTINEZ's request, compensate MARTINEZ for up to sixty (60) hours of accumulated PTO leave, once per calendar year, in lieu of PTO time off with pay, consistent with the method utilized by COUNTY for members of TCMEA.

Section 7: Management Leave

MARTINEZ shall have five (5) paid management leave days (40 hours) added to her Management Time Off (MTO) bank each July 1st. MTO and the MTO bank are separate and distinct from PTO and PTO bank. MTO does not constitute additional wages, and shall not be considered vested for any purpose. All MTO shall be used within the fiscal year in which it was granted, or MARTINEZ will lose that MTO.

In the event that, during the term of this Agreement, COUNTY and the TCMEA agree to increase or decrease the number of paid MTO hours for employees represented by TCMEA, or that such adjustment is otherwise lawfully imposed by COUNTY, then the number of MTO hours credited to MARTINEZ hereunder shall be increased or decreased by an equal amount, commencing the following July 1st.

Section 8: Holidays

MARTINEZ shall be entitled to COUNTY holidays in accordance with members of TCMEA.

Also consistent with the method utilized by COUNTY for members of TCMEA, if MARTINEZ is in a non-pay status on both workdays immediately adjacent to the holiday, MARTINEZ shall not receive pay for the holiday.

Section 9: Health and Life Insurance

COUNTY agrees to provide comprehensive medical, vision, life and dental insurance for MARTINEZ and her dependents. The method utilized to calculate the portion of the premium, if any, paid by COUNTY shall be consistent with the method utilized by COUNTY to calculate the contribution for employees covered by the MOU. MARTINEZ may elect to participate in the County's Premium Only Section 125 benefit program, which allows pre-tax benefits for employees' contributions to the group health insurance premium.

COUNTY will make an Employee Assistance Program (EAP) available. The EAP will provide personal counseling on legal services and personal and work related issues for MARTINEZ and/or members of her immediate family.

COUNTY will allow MARTINEZ to establish an employee-funded Flexible Spending Account, which currently provides employees with the options of Dependent Care Assistance and Unreimbursed Medical Expenses. The plan year maximum for Flexible Spending Accounts will be determined by the contribution limits set by the Internal Revenue Service.

Section 10: Retirement

The parties acknowledge and agree that MARTINEZ is a local miscellaneous member of the California Public Employees' Retirement System (CalPERS), and a "New" employee as defined in the California Public Employees' Pension Reform Act of 2013.

MARTINEZ shall participate in the CalPERS 2% at 62 defined benefit program, as set forth in the California Public Employees' Pension Reform Act of 2013. Retirement is integrated with Social Security.

In accordance with Government Code section 7522.30, MARTINEZ shall make employee contributions to CalPERS in an amount equal to 50 percent (50%) of the normal cost rate for her defined benefit plan, as determined annually by CalPERS. In addition, the parties agree, pursuant to Government Code section 20516, subdivision (f), that in the event the required member contribution for MARTINEZ hereunder is less than the member contribution for "New" employees represented by the MOU (established pursuant to Government Code section 20516.5 or otherwise), MARTINEZ shall pay a portion of the CalPERS employer contribution equal to the difference between MARTINEZ's required employee contribution hereunder and the member contribution established for "New" employees represented by the MOU. It is the intent of this Section that MARTINEZ pay the full member contribution required under Government Code section 7522.30, or a combined member contribution and employer contribution cost-share equal to the member contribution established for "New" employees represented by the TCMEA, whichever is greater. The COUNTY will not pay any portion of this contribution on behalf of MARTINEZ.

The CalPERS retirement plan includes "Pre-Retirement Optional Settlement 2 Death Benefit" as described in Government Code 21548.

Upon Public Employees' Retirement System or Social Security Retirement or upon the death of an employee, the sick leave balance of an employee with less than fifteen (15) continuous years of County service shall be reduced by one hundred seventy-six (176) hours. The employee or the employee's estate shall be entitled to fifty per cent (50%) of the value of the sick leave remaining, if any. After fifteen (15) continuous years of County service and upon Public Employees' Retirement System or Social Security retirement or upon the death of any employee, the employee or the employee's estate shall be entitled to fifty per cent (50%) of the value of the employee's sick leave balance. Payment made under this Section shall be made in a lump sum if the value of the remaining sick leave is equal to or less than two thousand dollars (\$2,000.00) or in increments of not less than two thousand dollars (\$2,000.00) per month if the value of the remaining sick leave is greater than two thousand dollars (\$2,000.00).

Section 11: Deferred Compensation

MARTINEZ may participate in those Section 457 Deferred Compensation Plans the COUNTY offers to its other employees on the same terms as the MOU. In the event that, during the term of this Agreement, COUNTY and the TCMEA agree to increase or decrease the matching deposit for employees represented by the TCMEA, or that such adjustment is otherwise lawfully imposed by COUNTY, then the matching deposit provided to MARTINEZ hereunder shall be increased or decreased by an equal amount, commencing the following month.

Section 12: Professional and Official Travel

COUNTY hereby agrees to pay for travel and subsistence expenses of MARTINEZ in accordance with adopted COUNTY travel policy for professional and official travel, meetings and occasions adequate to continue the professional development of MARTINEZ and to adequately pursue necessary official functions for COUNTY, including conferences specific to the Director of Planning functions and such other related national, regional, state and local governmental groups and committees thereof which MARTINEZ serves as a member, subject to the COUNTY budget as approved by the COUNTY Board of Supervisors.

COUNTY also agrees to pay for travel and subsistence expenses of MARTINEZ, in accordance with adopted county travel policy, for short courses, institutes and seminars that are necessary for her professional development and for the good of the COUNTY, subject to the COUNTY budget as approved by the COUNTY Board of Supervisors.

If MARTINEZ is assigned to temporary work at such distance from her regular headquarters that it is impractical to return thereto each day, or to her regular place of abode, MARTINEZ will be allowed personal expenses or per diem as established by the Board of Supervisors.

Section 13: Resignation

Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of MARTINEZ to resign from her position with COUNTY. If MARTINEZ voluntarily resigns her position with COUNTY before expiration of the aforesaid term of her employment, then MARTINEZ shall give COUNTY two months' notice in advance, unless the parties agree otherwise.

Section 14: Termination and Severance Pay

The Director of Planning serves at the will of the COUNTY. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the COUNTY to terminate the services of MARTINEZ at any time. If MARTINEZ is terminated by the COUNTY before expiration of the aforesaid term of employment, and if MARTINEZ is willing and able to perform her duties under this agreement, and if termination is for other than "just cause," then the COUNTY will pay MARTINEZ a lump-sum cash payment. Said lump-sum cash payment shall be equal to the lesser of three month's aggregate salary and benefits or the aggregate salary and benefits for the remaining term of this agreement.

If termination is for "just cause" or disability that cannot reasonably be accommodated, then no severance payment shall be made.

MARTINEZ shall also be compensated for all unused earned PTO leave in the same manner as is provided for unused earned vacation leave in the MOU. MTO is not considered vested, and MARTINEZ shall receive no compensation for unused MTO.

Section 15: Industrial Injury or Illness

Should MARTINEZ be absent from work as a result of a work-related disability, and is receiving temporary disability indemnity payments provided for by the Labor Code of the State of California, MARTINEZ may elect to utilize State Disability Insurance, MTO and/or PTO to supplement her temporary disability indemnity payments, up to a maximum of full salary. During the time MARTINEZ is receiving temporary disability indemnity payments, which are supplemented by State Disability Insurance and accrued leave, MARTINEZ shall continue to accumulate additional MTO/PTO, and is entitled to continuation of the employee's insurance benefit program on the normal premium-sharing formula. Following exhaustion of all accumulated MTO/PTO, MARTINEZ's insurance benefits shall be continued on the normal premium-sharing formula for a maximum of six (6) full calendar months, following the date of exhaustion of other forms of County paid time off.

If MARTINEZ is absent by reason of industrial disability, MARTINEZ may be returned to work

by COUNTY and given temporary light duties within the employee's ability to perform, with the consent of her physician. The duration of any such period of temporary work shall be determined by COUNTY. MARTINEZ shall be compensated at the then-current rate of pay while engaged in such temporary duties. COUNTY may require MARTINEZ when requesting to return to work after an absence caused by disability or illness, to submit to a medical examination by a physician or physicians approved by COUNTY for the purpose of determining that such employee is physically and mentally fit and able to perform the duties of the Director of Planning position without hazard to self or to her fellow workers, or to her own permanent health.

Nothing herein shall be construed nor applied in a way which is inconsistent with any employee right under the State of California Workers' Compensation Act or related statutes, or be construed to waive any rights contained therein.

Should MARTINEZ return to work from a work place industrial injury or illness, MARTINEZ shall receive up to four (4) hours of paid release time per visit or appointment with a physician or other appropriate healthcare provider providing ongoing medical treatment prescribed by the workers' compensation physician that is in relation to the industrial illness or injury itself. The release time is permitted until MARTINEZ has been deemed permanent and stationary by the workers' compensation physician or workers' compensation third party administrator.

Section 16: Incapacity and Unpaid Leave

Subject to all applicable provisions of the Family Medical Leave Act (FMLA), California Family Right Act (CFRA), and any other statute or regulation pertaining to leaves or disability, if MARTINEZ is permanently disabled and cannot be reasonably accommodated, or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health, COUNTY shall have the option to terminate this agreement.

In the event that a non-statutory leave is approved by the Board of Supervisors due to MARTINEZ's incapacity, or for any other reason, MARTINEZ shall not receive any salary, stipend or other compensation hereunder once MARTINEZ's accrued leave balances have been exhausted. Time spent on an unpaid leave of absence shall not be treated as COUNTY service for any purpose under this Agreement and MARTINEZ shall not accrue PTO benefits while on unpaid leave.

If the COUNTY believes MARTINEZ is abusing leave, they may require satisfactory evidence of sickness or disability before payment of leave will be made.

Should MARTINEZ fail to return to work within three workdays of the expiration of approved leave, MARTINEZ shall be deemed to have tendered an automatic resignation. However, when there are extenuating or mitigating circumstances which delay the employee's return, the COUNTY will allow MARTINEZ an opportunity to provide the circumstances to make a final determination of employment by way of appealing a finding that MARTINEZ had automatically resigned.

Health insurance will be continued on the normal premium share-of-cost basis for the duration of any statutory leaves of absence. Prior to five (5) years of continuous regular COUNTY service, if

MARTINEZ is on a leave of absence beyond any accrued leaves, her may maintain the COUNTY's group health insurance coverage for one (1) full calendar month on the normal premium share-of-cost basis. After five (5) or more years of continuous regular COUNTY service, if MARTINEZ is on a leave of absence beyond any accrued leaves, MARTINEZ may maintain the COUNTY's group health insurance coverage for a total of three (3) months on the normal premium cost-sharing basis. MARTINEZ may receive the insurance continuation payment by the employer only once in a twelve (12) month period. The twelve (12) month period begins the date MARTINEZ returns to work from the leave of absence in which MARTINEZ completed the use of the one (1) month or three (3) month insurance continuation payment benefit referred to in this section.

Section 17: Performance Evaluation

The Chief Administrator shall review and evaluate the performance of MARTINEZ at least once during each year. Said review and evaluation shall be conducted in a manner consistent with COUNTY Department Head evaluation policies. Said criteria may be added to or deleted from as COUNTY may from time to time determine, in consultation with MARTINEZ. Further, the COUNTY Chief Administrator shall provide MARTINEZ with a summary written statement of the findings and provide an adequate opportunity for MARTINEZ to discuss her evaluation with the Chief Administrator, and as appropriate, the Board of Supervisors.

At the time of evaluation, COUNTY and MARTINEZ shall define such goals and performance objectives that they determine necessary for the proper operation of the Planning Department and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. The goals and objectives shall generally be attainable within the time and budgetary resources provided.

In effecting the provisions of this Section, COUNTY and MARTINEZ mutually agree to abide by the provisions of applicable law.

Section 18: Safety

COUNTY desires to maintain a safe place of employment for COUNTY employees and to that end, COUNTY shall make all reasonable provisions necessary for the safety of employees in the performance of their work.

Section 19: Indemnification

To the extent that MARTINEZ is acting in her official capacity as the Director of Planning, MARTINEZ shall be considered as a COUNTY employee for purposes of indemnity and the COUNTY shall defend, save harmless, and indemnify MARTINEZ against any tort, professional liability claim or demand or other legal action arising out of an alleged act or omission occurring within the course and scope of MARTINEZ's duties as Director of Planning.

Section 20: Bonding

COUNTY shall bear the full cost of any fidelity or other bonds required of MARTINEZ under any law or ordinance.

Section 21: Notices

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- A. COUNTY: Chairman of the Board of Supervisors, 727 Oak Street, Red Bluff CA, 96080
- B. MARTINEZ: JESSICA MARTINEZ at the permanent address on record with the COUNTY Auditor

Alternatively, notices required pursuant to this agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 22: General Provisions

- A. The text herein shall constitute the entire agreement between the parties.
- B. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of MARTINEZ.
- C. This agreement shall become effective commencing 3/4/2025.
- D. If any provision, or portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, the Tehama County Board of Supervisors has caused this agreement to be signed and executed in its behalf by its Chairperson, and duly attested by the Clerk of Tehama County, and MARTINEZ has signed and executed this agreement, both in duplicate, the day and year first above written.

MATT HANSEN
Chairman, Board of Supervisors

JESSICA MARTINEZ
Employee

Approved as to form:

MARGARET LONG
County Counsel

E-Contract Review
Approval as to Form

Department Name: Personnel

Vendor Name: Jessica Martinez

Contract Description: For the purpose of employment agreement Director of
Planning

APPROVED AS TO FORM:



Date: 2/19/2025

Office of the Tehama County Counsel
Margaret Long, County Counsel



Tehama County

Agenda Request Form

File #: 25-0234

Agenda Date: 3/4/2025

Agenda #: 12.

CLOSED SESSION

Requested Action(s)

a) Liability Claims Pursuant to Government code 54956.95

Claimant: Alex John Lang

Agency claimed against: Tehama County

Financial Impact:

None.

Background Information:

None.



Tehama County

Agenda Request Form

File #: 25-0291

Agenda Date: 3/4/2025

Agenda #: 13.

CLOSED SESSION

Requested Action(s)

a) Liability Claims Pursuant to Government Code 54956.95

Claimant: Alope Pal

Agency claimed against: Tehama County

Financial Impact:

None.

Background Information:

None.



Tehama County

Agenda Request Form

File #: 25-0218

Agenda Date: 3/4/2025

Agenda #: 14.

CLOSED SESSION

Requested Action(s)

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

Agency Negotiators: Che Johnson & Coral Ferrin

Employee Organization: Tehama County Peace Officer's Association

Financial Impact:

None.

Background Information:

None.