

**MEMORANDUM OF UNDERSTANDING BETWEEN THE TEHAMA COUNTY
SHERIFF'S OFFICE AND THE TEHAMA COUNTY HEALTH SERVICES AGENCY**

This Memorandum of Understanding ("MOU") is made and entered into this ____ day of _____ 20____, by and between the Tehama County Sheriff's Office ("TCSO") and the Tehama County Health Services Agency ("TCHSA").

RECITALS

WHEREAS, TCSO requires background checks for County personnel working on the secure side of the jail which necessarily are position(s) involving trust and/or access to sensitive information;

WHEREAS, TCSO and TCHSA desire to enter into an agreement for the purpose of TCSO providing personnel-related investigations to pre-employment applicants of and current employees of TCHSA who are being considered for work in the jail;

WHEREAS, these investigations are used to verify an individual's history and assess his/her suitability in the jail;

WHEREAS, TCSO warrants that it is qualified and agreeable to render the aforesaid services.

NOW THEREFORE, TCHSA and TCSO incorporate the above recitals into this MOU and agree to the following:

1. RESPONSIBILITIES OF TCSO

During the term of this MOU, TCSO shall provide services in accordance with the Fee Schedule/Scope of Work, Exhibit A and B, attached hereto and made a part of this MOU. TCSO shall schedule the services within a reasonable time based on the timing of the request and the availability of investigators. The participation in background investigations is completely optional and participants may refuse to answer any question without risk of any disciplinary action for refusing to answer or ending the interview. TCSO shall use Exhibit C to ensure that current employees are notified of the voluntary nature of the background check either by reading a statement before an interview of a current employee or providing a statement to that effect and obtaining a signed acknowledgment of receipt of the notice before a current employee is asked to fill out a questionnaire.

2. RESPONSIBILITIES OF TCHSA

TCHSA shall timely compensate TCSO for said services pursuant to Section 3 and 4 of this MOU. TCHSA shall only provide referrals to TCSO if the subject of the background investigation is either a current employee or an applicant with an offer of employment conditioned on a successful

background check and is being considered for a position interacting with inmates in the Tehama County Jail.

3. COMPENSATION

TCSO shall be paid in accordance with the rates set forth in the Fee Schedule/Scope of Work, attached hereto as Exhibit A, after satisfactorily completing the duties described in this MOU. The rates set forth in the Exhibit A are inclusive of all other expenses. The Maximum Compensation payable under MOU shall not exceed \$30,000.00 per year.

TCSO shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. TCSO shall have no claim against TCHSA for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by TCSO after the expiration or other termination of this MOU. TCSO shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and TCSO agrees that TCHSA has no obligation, whatsoever, to compensate or reimburse TCSO for any expenses, direct or indirect costs, expenditures, or charges of any nature by TCSO that exceed the Maximum Compensation amount set forth above. Should TCSO receive any such payment it shall immediately notify TCHSA and shall immediately repay all such funds to TCHSA. This provision shall survive the expiration or other termination of this MOU.

4. BILLING AND PAYMENT

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

5. TERM OF MOU

This MOU shall be effective from the beginning of the 25-26 fiscal year beginning on July 1, 2025, and shall terminate June 30, 2031, unless terminated in accordance with section 7 below.

6. TERMINATION OF MOU

If TCSO fails to perform his/her duties to the satisfaction of TCHSA, or if TCSO fails to fulfill in a timely and professional manner his/her obligations under this MOU, or if TCSO violates any of the terms or provisions of this MOU, then TCHSA shall have the right to terminate this MOU

effective immediately upon TCHSA giving written notice thereof to TCSO. TCHSA may terminate this MOU immediately upon oral notice should funding cease or be materially decreased or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this MOU in any fiscal year. TCHSA's right to terminate this MOU may be exercised by the Executive Director of TCHSA or her designee. TCSO's right to terminate this MOU may be exercised by the Sheriff-Coroner. Otherwise, either party may terminate this MOU on 30 days' written notice. In the event that the MOU is terminated prior to June 30, 2031, in accordance with this section, TCHSA shall pay TCSO for all work satisfactorily completed as of the date of notice.

7. ENTIRE MOU; MODIFICATION

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

8. NONASSIGNMENT OF AGREEMENT

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

9. INSURANCE

TCHSA and TCSO acknowledge that each participates in the County of Tehama's program of self-insurance established by the Tehama' County Board of Supervisors

10. NON-DISCRIMINATION

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

11. GREEN PROCUREMENT POLICY

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural

resources, water and energy; (2) minimize the jurisdiction’s contribution to pollution and solid waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the purchase of products made with recycled materials, in compliance with the California Integrated Waste Management Act of 1989 (AB 939) and SB1382 when product fitness and quality are equal and they are available at the same or lesser cost of non-recycled products. TCHSA and TCSO acknowledge that each shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

12. COMPLIANCE WITH LAW AND REGULATION

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

13. LAW AND VENUE

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

14. AUTHORITY

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

15. NOTICE

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

NOTICES TO TCHSA:	NOTICES TO TCSO:
Jayme Bottke, Executive Director Tehama County Health Services Agency P.O. Box 400 Red Bluff, CA 96080 Phone: 530-527-8491	Dave Kain, Sheriff-Coroner Tehama County Sheriff’s Office PO Box 729 Red Bluff, CA 96080 Phone: 530-527-7900

INVOICES SUBMITTED TO TCHSA:	PERSON RESPONSIBLE FOR INVOICING:
ap@tchsa.net Tehama County Health Services Agency P.O. Box 400 Red Bluff, CA 96080 OR delivered in person to: 1850 Walnut Street., Red Bluff, CA 96080	Nickoli Brummond, Fiscal Analyst Tehama County Sheriff's Office PO Box 729 Red Bluff, CA 96080 Phone: 530-528-8979

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

16. NON-EXCLUSIVE AGREEMENT

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

17. STANDARDS OF THE PROFESSION

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

18. LICENSING OR ACCREDITATION

TCSO shall maintain a qualified Background Investigator holding valid and appropriate license(s) or accreditation(s) throughout the life of this contract.

19. CONFIDENTIALITY

All information and records obtained in the course of providing services under this agreement shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this agreement or the services provided hereunder. Both parties shall comply with State and Federal requirements regarding confidential information.

20. MUTUAL INDEMNITY

TCHSA and TCSO each agree to indemnify, hold harmless, and defend the other from any and all liabilities, claims, losses, damages or expenses, including reasonable attorney's fees, arising from any and all acts or omissions of its own, its officers, agents, or employees in the performance of this agreement. However, this is not to be construed as an agreement of either party to indemnify, hold harmless, or defend the other from such liabilities, claims, losses, damages, or expenses arising from the other's sole negligence or willful misconduct.

21. RESOLUTION OF AMBIGUITIES

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

22. NO THIRD-PARTY BENEFICIARIES

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

23. HAZARDOUS MATERIALS

To the extent applicable to the services rendered under this agreement, TCSO shall provide to TCHSA all Safety Data Sheets covering all Hazardous Materials to be furnished, used, applied, or stored by TCSO prior to the furnishing, use, application, or storage throughout the performance of the services rendered pursuant to this agreement. TCHSA shall provide Safety Data Sheets for any Hazardous Materials that TCSO may be exposed to while rendering services pursuant to this agreement.

24. HARASSMENT

TCHSA and TCSO acknowledge that each is aware of and complies with the County's Harassment Policy, TCHSAR §8102: Harassment, which is available upon request. Any harassment, discrimination, retaliation, or any other abusive behavior will not be tolerated or condoned by TCHSA nor TCSO. Violations of this policy may cause termination of this agreement.

25. COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civil Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and

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

26. EXHIBITS

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

IN WITNESS WHEREOF, TCHSA and TCSO have executed this MOU on the day and year set forth below. MOU not valid without signatures of authorized representatives from all parties.

TEHAMA COUNTY HEALTH SERVICES AGENCY

Date:

Jayme Bottke, Executive Director

TEHAMA COUNTY SHERIFF’S OFFICE

Date:

Dave Kain, Sheriff -Coroner

2027-461070
Revenue Account Number

EXHIBIT A
Fee Schedule/Scope of Work

Background Investigations for TCHSA

During the term of this MOU, TCSO agrees to and shall perform services (if warranted) as follows:

RATES

Facilitation:	\$100
Administrative Interview:	\$75
Computer Voice Stress Analyzer (CVSA):	\$400
Livescan:	\$100
Review and Notice:	\$75

SCOPE OF WORK

TCSO will facilitate the initial correspondences and scheduling for the candidate.

TCSO will provide the candidate with an initial background questionnaire.

TCSO will conduct an administrative interview with the candidate regarding the questionnaire.

TCSO will perform a CVSA in accordance with the scope of work in Exhibit B.

TCSO will perform a livescan on the candidate.

TCSO will review all pertinent documentation and provide notice to TCHSA.

EXHIBIT B
Scope of Work

Truth Verification with a Computer Voice Stress Analyzer (CVSA)

During the term of this agreement, TCSO agrees to and shall perform services as follows:

- A. Maintain a qualified CVSA Examiner-A person who has satisfactorily completed training by a recognized instructor in truth verification and the use of the CVSA. In addition, re-certification must be successfully completed every two (2) years.
- The CVSA Examiner will review the available information pertaining to the applicant prior to administering the examination.
 - Any structured examination using the CVSA must be authorized by the Sheriff-Coroner.
 - The CVSA examiner will provide and obtain the form necessary for the examinee to provide the knowing and voluntary agreement.
 - All CVSA Examiners will maintain a record of all examinations they have conducted.
 - The CVSA Examiner can receive a second opinion on examinations from another certified examiner. Only if the examiner and computer's internal "FACT" do not agree. This results in a cold call.
 - The CVSA Examiner will refrain from examinations that may compromise his/her integrity. Any tests of friends, relatives, or persons the examiner has a relationship with which represents a conflict of interest must be conducted by a neutral examiner.
 - In the event an examiner declines to administer an examination, and the decision is questioned, a second opinion from a CVSA examiner is recommended.
- B. Examination for pre-employment screening
- CVSA examinations shall be used in the selection process for law enforcement employment. This is to ensure the following:
 - Suitability
 - Verify accuracy and completeness of information on the application
 - Resolve questions or conflicts arising during the background investigation
 - Discover previous criminal or other disqualifying behavior
 - Deter those seeking to penetrate law enforcement departments for improper purposes

- Questions to be asked will be provided to an applicant just prior to and at the location of the test so applicants can have sufficient time to review and ask the examiner questions.
- The CVSA examiner will review the questions with the applicant prior to the formal examination.
- The CVSA will not be the single determinant of employment status. However, admissions made before, during, or after the examination may be used to show cause.

C. Persons who may be tested

- Any individual who knows right from wrong.
- Tests are conducted at the discretion of the examiner.

EXHIBIT C

Voluntary Background Check Notice and Acknowledgment (Current Employees)

This form confirms that a current employee was notified that participation in a background investigation is voluntary and that the employee may decline to participate or refuse to answer any question without risk of any disciplinary action for refusing to answer or ending the interview.

Employee Name: _____	Date: ____ / ____ / _____
Department/Division: _____	Time: _____ <input type="checkbox"/> AM <input type="checkbox"/> PM
Position/Title: _____	Option Used: <input type="checkbox"/> A <input type="checkbox"/> B
Background check requested for (program/assignment): _____	

Method of Notice: A Oral statement read before interview B Written notice provided and signed before questionnaire

Voluntary Participation Statement (read aloud or provide in writing):

Participation in this background investigation is voluntary. You may decline to participate, stop at any time, or refuse to answer any question, without risk of any disciplinary action for refusing to answer or ending the interview.

Acknowledgment (required if Option B is used; optional documentation for Option A):

I acknowledge I received (or was read) the statement above before any interview and/or before completing any background questionnaire, and I understand participation is voluntary.

Employee Signature: _____	Date: ____ / ____ / _____
Printed Name: _____	Department: _____
Investigator/Interviewer (print): _____ Signature: _____ Date: ____ / ____ / _____	

Records: File with background investigation materials.

