TEHAMA COUNTY BOARD OF SUPERVISORS

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

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 24, 2026

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

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

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

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

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

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

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

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

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

The Agenda is divided into two sections:

CONSENT AGENDA:

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

REGULAR AGENDA:

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

9:00 AM CALL TO ORDER / PLEDGE OF ALLEGIANCE

REMINDER - The March 31st 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. Public Comment may be limited to the first 30 minutes of the meeting and if there are more speakers than this time limit will allow, the Chair may request that remaining speakers wait until the end of the meeting, at which point public comment may be reopened.

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

ANNOUNCEMENT OF AGENDA CORRECTIONS

PREVIOUS REPORTABLE ACTIONS FROM CLOSED SESSION

BOARD OF SUPERVISORS STANDING AND AD HOC COMMITTEE

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

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

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

Rent Control Ordinance Ad Hoc (Jones, VACANT)

REPORTS OF MEETINGS ATTENDED INCLUDING AB1234

ANNOUNCEMENTS BY COUNTY DEPARTMENTS

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

CONSENT AGENDA

1. GENERAL WARRANT REGISTER 03/01/26-03/07/26 **26-0348**

2. FIRE **26-0349**

a) Request approval and authorization for the Purchasing Agent to sign Purchase Order 21944, in an amount not to exceed $60,414.30, authorizing Fire Apparatus Solutions to remove and install a recon motor and assembly components for Tehama County Fire Engine 05C38

3. SOCIAL SERVICES **26-0362**

a) AGREEMENT - Request approval and authorization for the Social Services Director or designee to sign Amendment No.1 to Misc. Agree. 2025-304, with SolutionsWest, increasing the maximum compensation to $359,000 and extending the term of the agreement through 6/30/26 *(Subject to receipt of required insurance documentation)*

4. ENVIRONMENTAL HEALTH **26-0339**

a) TRANSFER OF FUNDS: ENVIRONMENTAL HEALTH, B-53 - From Cost Reimbursement (2062-471102) to Contingency (1109-59000) $23,000; and from Contingency (1109-59000) to Professional Services (2062-53230), $23,000 **(Requires a 4/5's vote)**

5. HEALTH SERVICES AGENCY / MENTAL HEALTH **26-0371**

a) AGREEMENT - Request approval and authorization for the Executive Director and Chairperson to sign Amendment No. 1 (12388-TC-Peers-25_26-AM1) to the Misc. Agreement 2025-070 with the California Mental Health Services Authority (CalMHSA) for participation in the Medi-Cal Peer Support Specialist Certification program, effective 4/23/25, and extended to 4/23/27

6. HEALTH SERVICES AGENCY / MENTAL HEALTH **26-0373**

a) AGREEMENT- Request approval and authorization for the Executive Director and Chairperson to sign Amendment No. 2 to the Participation Agreement 4560-SHB-2023-TC-AM2 (Misc. Agreement 2023-333, as amended by Misc. Agreement 2025-152) with the California Mental Health Services Authority (CalMHSA) for the purpose of utilizing psychiatric hospital beds at the Department of State Hospitals (DSH), thereby amending the term to be extended through 6/30/27

7. SHERIFF'S OFFICE **26-0380**

a) AGREEMENT - Request approval and authorization for the Sheriff to sign the Boating Safety and Enforcement Financial Aid Program Agreement through the California Department of Parks and Recreations, Division of Boating and Waterways, to accept reimbursable Financial Aid Funds to fund boating safety and enforcement activities through the Sheriff's Boating Unit for the amount not to exceed $94,427.18, effective 7/1/26 and shall terminate 6/30/27

8. SHERIFF'S OFFICE **26-0365**

a) TRANSFER OF FUNDS: SHERIFF, B-57 - From CALAIM (2032-4505723), to Contingency (2002-59000), $12,813.75; and from Contingency (2002-59000) to Professional/Special Services (2032-53230), $12,813.75 **(Requires a 4/5's vote)**

9. ADMINISTRATION **26-0288**

a) Declare the following vehicles to be surplus County property:
1) PUBLIC WORKS - 1997 Ford F800 Aerial Boom Truck, VIN #1FDXF80E0VVA28734, County Inventory #20074, Stock #145
2) PUBLIC WORKS - 2007 Chevrolet Trailblazer, VIN #1GNDS13S272211107, County Inventory #26809, Stock #626
3) PUBLIC WORKS - 2009 Ford F-250, VIN #1FTSX21YX9EA70500, County inventory #28369, Stock #918
4) FIRE - 2003 Chevrolet Tahoe, VIN #1GNEK13V03J289061, County Inventory #29546, Stock #39C03
5) FIRE - 2002 Ford F-250, VIN #1FDNF20L52ED40644, County Inventory #23741, Stock #09C01

b) Declare the following equipment to be surplus County property:
1) PUBLIC WORKS - 1999 Gilcrest Pro Paver, Serial #2925, County Inventory #22681, Stock #799
2) PUBLIC WORKS - 1980 DYNAPAC CC42A Roller, Serial #780-90N50868, County Inventory #10461, Stock #633

c) Request authorization for Administration/Purchasing to dispose of the property in the

manner that provides the highest possible return to the County

10. APPROVAL OF MINUTES 26-0394

a) Waive the reading and approve the minutes of the regular meetings held:

1) 3/3/26
2) 3/10/26

REGULAR AGENDA

11. SOCIAL SERVICES / PERSONNEL - Director Bekkie Emery 26-0357

a) OTHER THAN "A" STEP - Request approval to appoint the applicant as Eligibility Specialist I, Range 17, Step C, effective 03/25/2026 or upon successful completion of all pre-employment requirements

RECESS to convene as the In-Home Supportive Services Public Authority

12. TEHAMA COUNTY IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY - Executive Director Bekkie Emery 26-0334

a) Request approval and authorization to submit the In-Home Supportive Services Public Authority/Non-Profit Consortium Rate change package, which notifies California Department of Social Services of the $.25 wage increase for In-Home Supportive Services providers from $18.15 to $18.40 per hour plus estimated payroll taxes effective 7/1/26

ADJOURN to reconvene as the Tehama County Board of Supervisors

13. PERSONNEL - Director Coral Ferrin 26-0302

a) AGREEMENT - Request approval and authorization for the Personnel Director to sign the Student Workforce Experience Program (SWEX) through the Department of Rehabilitation, which allows Tehama County to provide a worksite location and on-the-job training to program participants, effective upon date of signing with automatic annual renewal, and shall terminate 9/30/28

b) RESOLUTION - Request adoption of revised Resolution 2026-010 outlining the Terms and Conditions of participation in the Student Work Experience Program (SWEX) and authorizing all County departments to participate in the Program

10:00 A.M.

14. PLANNING DEPARTMENT - Director Jessica Martinez 26-0267

a) Public Hearing - Conduct a public hearing to receive input on Rezone #25-01 General Provisions

b) Request to find that the project is exempt from CEQA pursuant to CEQA guidelines Section 15061 (b)(3) and adopt the findings relative to CEQA in the staff report

c) Request the Board of Supervisors adopt the findings and approve Rezone #25-01; Chapter 17.08 General Provisions

15. BOARD OF SUPERVISORS - Rent Control Ordinance Ad Hoc **26-0258**

a) INFORMATIONAL PRESENTATION - Overview of Rent Control Ordinance Ad Hoc Committee findings and recommendations

b) Discussion and possible direction to staff

16. COMMITTEES & COMMISSIONS **26-0284**

a) Request approval and authorization to dissolve the following Ad Hoc Committee:

1) Rent Control Ordinance

17. PURCHASING / DEPARTMENT OF AGRICULTURE - Agricultural Commissioner Tom Moss **26-0352**

a) TRANSFER OF FUNDS: AGRICULTURE, B-54 - From State Agriculture (2061-450530) to Contingency (1109-59000), $55,144.25 and from Contingency (1109-59000) to Vehicles (2061-57605), $55,144.25 **(Requires a 4/5's vote)**

b) Request to award the bid for one (1) new 3/4 ton 4x4 extended cab long bed pickup truck to Corning Ford in the amount of $55,144.25 and further authorize the Purchasing Agent to sign a purchase order for the acquisition

18. AG COMMISSIONER / SEALER OF WEIGHTS & MEASURES / ADMINISTRATION - Chief Administrator Gabriel Hydrick **26-0368**

a) AGREEMENT - Request approval and authorization for the Chairman to sign an Amendment to the Employment Agreement with Thomas Moss (Misc. Agree. # 2024-222) for the position of Agriculture Commissioner / Sealer of Weights & Measures, thereby amending Section 6: Personal Time Off (PTO) and Section 10: Retirement, effective 7/3/24

19. HEALTH SERVICES AGENCY - Executive Director Jayme Bottke **26-0375**

a) AGREEMENT - Request approval and authorization for the Executive Director to sign the agreement with Poor and the Homeless County Coalition (PATH), for the purpose of meeting the Behavioral Health Bridge Housing Program objectives, with a total maximum amount not to exceed $1,476,291, effective 1/1/26 through 6/30/27

20. HEALTH SERVICES AGENCY - Executive Director Jayme Bottke **26-0376**

a) AGREEMENT - Request approval and authorization for the Executive Director to sign the agreement with Tehama County Continuum of Care and The Vitality Project, for the purpose of meeting the Behavioral Health Bridge Housing Program objectives, with a total maximum amount not to exceed $343,600, effective 1/1/26 through 6/30/27

21. SHERIFF'S OFFICE / PERSONNEL - Sheriff Dave Kain **26-0351**

a) Request approval of revisions to the Dietary Cook classification specification, including a title change to Dietary Cook I/II, within the Memorandum of Understanding

between Tehama County and the Joint Council bargaining unit, effective 3/24/26

b) RESOLUTION - Request adoption of a resolution amending the FY 2025-26 Personnel Allocation List (PAL), (Reso #2025-074), by deleting five (5.00 FTE) Dietary Cook allocations and adding five (5.00 FTE) Dietary Cook I/II allocations within the Jail (BU 2032) and by deleting three (3.00 FTE) Dietary Cook allocations and adding three (3.00 FTE) Dietary Cook I/II allocations to the Juvenile Detention Facility (BU 2036), effective 3/24/26

c) Request approval to reclassify two (2) Dietary Cook incumbents to Dietary Cook I and one (1) Dietary Cook incumbent to Dietary Cook II, effective 3/24/26

22. SHERIFF'S OFFICE - Sheriff Dave Kain **26-0367**

a) TRANSFER OF FUNDS: SHERIFF, B-56 - From Public Safety (106-301900) to Contingency (2002-59000), $54,425.00; and from Contingency (2002-59000) to Professional/Special Services (2027-53230), $54,425.00 **(Requires a 4/5's vote)**

b) AGREEMENT - Request approval and authorization for the Chair and the Sheriff to sign the Agreement with Sun Ridge Systems, Inc. to purchase RIMS Mobile Computer and Mobile Mapping Software and one year of support and updates in the amount not to exceed $54,425.00, effective upon signing and terminate 12 months after the date of execution

23. SHERIFF'S OFFICE - Sheriff Dave Kain **26-0370**

a) TRANSFER OF FUNDS: SHERIFF, B-55 - From Salary & Wages (2032-51010), $32,829.80; to Special Department Expense (2032-53280), $32,829.80 **(Requires a 4/5's vote)**

24. SHERIFF'S OFFICE - Sheriff Dave Kain **26-0379**

a) AGREEMENT - Request approval and authorization for the Sheriff to sign the agreement with the U.S. Department of the Interior National Park Service (NPS) to provide mutual law enforcement assistance and other emergency response services for Lassen Volcanic National Park, effective upon date of execution, and shall terminate 10 years after the date of final signature

25. ADMINISTRATION - Chief Administrator Gabriel Hydrick **26-0382**

a) AGREEMENT - Request approval and authorization for the Chair of the Board to sign a Memorandum of Understanding (MOU) with Golden State Finance Authority (GSFA) and the County of Tehama regarding a Jail Medical Care Feasibility Study for the north state region of California; effective upon date of signing until completion of the services

1:30 P.M.

26. HEALTH SERVICES AGENCY / PUBLIC HEALTH - Executive Director Jayme S. Bottke and Public Health Director Minnie Sagar **26-0381**

a) INFORMATIONAL PRESENTATION - Presentation of the 2026 Community Health

Update

FUTURE AGENDA ITEMS

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

CLOSED SESSION

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

27. CLOSED SESSION **26-0389**

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

Title: Senior Deputy County Counsel

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 #: 26-0348 **Agenda Date:** 3/24/2026 **Agenda #:** 1.

GENERAL WARRANT REGISTER 03/01/26-03/07/26

Requested Action(s)
Financial Impact:
As Listed.

Background Information:
Click here to enter Background Info.

Tehama County

TEBK400 - Check Register

Issue Dates between Mar 1, 2026 and Mar 7, 2026

Report Generated on: **Mar 9, 2026 8:47:40 AM**

Check Number	Check Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Extended Amount
00000806	03/02/2026	105814	MIKE'S HEATING AND AIR INC	112	HEALTH SERVICES	40131-53180	MENTAL HEALTH	MTCE STRUCT-IMPRV-GROUNDS	$705.77
00000806	03/02/2026	105814	MIKE'S HEATING AND AIR INC	112	HEALTH SERVICES	40251-53180	CLINIC SERVICES	MTCE STRUCT-IMPRV-GROUNDS	$535.99
00000807	03/03/2026	108325	STAPLES ADVANTAGE	108	SOCIAL SERVICES	5013-53220	SOCIAL SERVICES	LA 1054406	$347.36
00000808	03/04/2026	102493	HUE & CRY SECURITY	101	GENERAL FUND	1014-53180	COUNTY ADMINISTR	25994	$112.66
00000808	03/04/2026	102493	HUE & CRY SECURITY	101	GENERAL FUND	1025-53180	PURCHASING	25994	$23.58
00000808	03/04/2026	102493	HUE & CRY SECURITY	101	GENERAL FUND	1031-53180	COUNTY COUNSEL	25994	$41.92
00000808	03/04/2026	102493	HUE & CRY SECURITY	101	GENERAL FUND	1041-53180	PERSONNEL	25994	$31.44
00000808	03/04/2026	102493	HUE & CRY SECURITY	101	GENERAL FUND	1076-53180	PROPERTY PLANNIN	25994	$26.20
00000808	03/04/2026	102493	HUE & CRY SECURITY	107	RISK MANAGEMENT	1101-53180	RISK MANAGEMENT	25994	$26.20
00000809	03/04/2026	105814	MIKE'S HEATING AND AIR INC	101	GENERAL FUND	1014-53180	COUNTY ADMINISTR	MTCE STRUCT-IMPRV-GROUNDS	$358.05
00000809	03/04/2026	105814	MIKE'S HEATING AND AIR INC	101	GENERAL FUND	1025-53180	PURCHASING	MTCE STRUCT-IMPRV-GROUNDS	$74.94
00000809	03/04/2026	105814	MIKE'S HEATING AND AIR INC	101	GENERAL FUND	1031-53180	COUNTY COUNSEL	MTCE STRUCT-IMPRV-GROUNDS	$133.22
00000809	03/04/2026	105814	MIKE'S HEATING AND AIR INC	101	GENERAL FUND	1041-53180	PERSONNEL	MTCE STRUCT-IMPRV-GROUNDS	$99.92
00000809	03/04/2026	105814	MIKE'S HEATING AND AIR INC	101	GENERAL FUND	1076-53180	PROPERTY PLANNIN	MTCE STRUCT-IMPRV-GROUNDS	$83.27
00000809	03/04/2026	105814	MIKE'S HEATING AND AIR INC	107	RISK MANAGEMENT	1101-53180	RISK MANAGEMENT	MTCE STRUCT-IMPRV-GROUNDS	$83.27
00000810	03/04/2026	122962	PSYNERGY PROGRAMS INC	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	105863	$7,867.77

Tehama County

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00000810	03/04/2026	122962	PSYNERGY PROGRAMS INC	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	11097	$8,015.88
00000810	03/04/2026	122962	PSYNERGY PROGRAMS INC	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	11425	$2,663.06
00000810	03/04/2026	122962	PSYNERGY PROGRAMS INC	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	117973	$3,915.00
00000810	03/04/2026	122962	PSYNERGY PROGRAMS INC	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	123052	$7,974.62
00000811	03/05/2026	132340	ANTELOPE AUTO REPAIR LLC	101	GENERAL FUND	4011-53170	ENVIRONMENTAL HE	MAINTENANCE OF EQUIPMENT	$479.53
00000812	03/05/2026	101719	THOMES CREEK ROCK	604	TC FLOOD ZONE #3	60410-53230	TC FLOOD ZONE #3	PROFESSIONAL/ SPECIAL SERV	$4,642.79
00000813	03/06/2026	100439	CORNING FORD JEEP CHRYSLER DOD	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	Acct: 11285	$443.55
00000814	03/06/2026	101719	THOMES CREEK ROCK	102	ROAD FUND	3011-53280	ROAD DEPARTMENT	TCPW	$1,565.31
70886363	03/02/2026	107355	AIRGAS USA LLC	102	ROAD FUND	3011-532801	ROAD DEPARTMENT	Acct: 2144002	$160.40
70886364	03/02/2026	132709	ALSCO GEYER IRRIGATION INC	101	GENERAL FUND	1074-53270	FACILITIES MAINT	301212	$21.49
70886365	03/02/2026	103939	AT&T	101	GENERAL FUND	2071-53120	CLERK - RECORDER	Acct #9391032868	$398.23
70886366	03/02/2026	113573	AT&T U-VERSE	101	GENERAL FUND	7032-53300	LOS MOLINOS VETE	313162812	$129.72
70886367	03/02/2026	100376	CITY OF RED BLUFF	101	GENERAL FUND	7033-53300	RED BLUFF VETERA	005638-000	$313.95
70886368	03/02/2026	T00082	CITY OF RED BLUFF	101	GENERAL FUND	1073-53302	GENERAL SERVICES	006274-000	$51.84
70886369	03/02/2026	112120	DAVIS COURIER SERVICE	101	GENERAL FUND	2077-53220	PLANNING DEPARTM	Aug - Jan Invoices	$501.81
70886370	03/02/2026	103045	DEPT OF JUSTICE	101	GENERAL FUND	1105-532312	PROFESSIONAL COU	215074 JAN 26	$420.00
70886370	03/02/2026	103045	DEPT OF JUSTICE	101	GENERAL FUND	1105-532312	PROFESSIONAL COU	215074 OCT/DEC 25	$70.00

Tehama County

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70886371	03/02/2026	T0014207	DFM ASSOCIATES	101	GENERAL FUND	1052-53170	ELECTIONS	Contract #167-2007	$1,966.00
70886372	03/02/2026	120882	DIGNITY HEALTH REG OFFICE-SAC	101	GENERAL FUND	4024-53230	AMBULANCE SERVIC	153-704000-57800-000 MAR 2026	$4,500.00
70886373	03/02/2026	134605	FASTENERS INC	101	GENERAL FUND	1074-53180	FACILITIES MAINT	0000640	$25.36
70886374	03/02/2026	115028	HILL'S PET NUTRITION SALES INC	101	GENERAL FUND	2078-53280	DIV OF ANIMAL SE	714651 Cat & Dog food	$533.53
70886375	03/02/2026	136121	HUNT & SONS LLC	101	GENERAL FUND	1074-53170	FACILITIES MAINT	6013	$117.29
70886375	03/02/2026	136121	HUNT & SONS LLC	101	GENERAL FUND	1074-53291	FACILITIES MAINT	6013	$979.68
70886376	03/02/2026	102715	JOEL SNOW DBA	106	PUBLIC SAFETY	2035-53170	DAY REPORTING CE	6189	$816.98
70886377	03/02/2026	131992	JR GONZALES	101	GENERAL FUND	2079-53210	L.A.F.C.O	2/11/2026 LAFCo Meeting	$100.00
70886378	03/02/2026	116077	KITT MURRISON PHD	106	PUBLIC SAFETY	2035-53230	DAY REPORTING CE	PRE EMPLOYMENT	$525.00
70886378	03/02/2026	116077	KITT MURRISON PHD	106	PUBLIC SAFETY	2036-53230	JUVENILE HALL	Pre-employment 02/03/2026	$525.00
70886379	03/02/2026	123790	LAUNDRY WORLD UNIFORM & LINEN	101	GENERAL FUND	7033-53140	RED BLUFF VETERA	HOUSEHOLD EXPENSE	$52.48
70886380	03/02/2026	120101	MANDI SELVESTER	101	GENERAL FUND	1052-53230	ELECTIONS	PROFESSIONAL/ SPECIAL SERV	$300.00
70886381	03/02/2026	123038	MENDES SUPPLY COMPANY	101	GENERAL FUND	1074-53140	FACILITIES MAINT	R083446	$75.14
70886381	03/02/2026	123038	MENDES SUPPLY COMPANY	101	GENERAL FUND	1074-53140	FACILITIES MAINT	R084258	$423.28
70886381	03/02/2026	123038	MENDES SUPPLY COMPANY	101	GENERAL FUND	7021-53603	PARKS & RECREATI	R084245	$225.43
70886381	03/02/2026	123038	MENDES SUPPLY COMPANY	106	PUBLIC SAFETY	2036-53140	JUVENILE HALL	0007372	$155.29

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70886382	03/02/2026	V000784	MNG PARTNERSHIP HOLDINGS LLC	101	GENERAL FUND	1026-53240	TAX COLLECTOR	136321	$196.00
70886383	03/02/2026	101170	NORTH MAIN EQUIPMENT	101	GENERAL FUND	1074-53170	FACILITIES MAINT	50847	$46.23
70886384	03/02/2026	115937	NORTH VALLEY BEHAVORIAL HEALTH	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	SUPPORT & CARE OF PERSONS	$4,652.00
70886385	03/02/2026	104757	OFFICE DEPOT (BUSINESS SVCS DI	106	PUBLIC SAFETY	2036-53140	JUVENILE HALL	89517192	$106.68
70886386	03/02/2026	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	6021-53300	LIBRARY	5187236272-1	$311.04
70886386	03/02/2026	101231	PACIFIC GAS & ELECTRIC	106	PUBLIC SAFETY	2035-53300	DAY REPORTING CE	1297568514-5 778 ANTELOPE BLVD	$539.36
70886387	03/02/2026	101371	RED BLUFF GLASS COMPANY	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	TCPW	$195.92
70886388	03/02/2026	130112	SHANNON BOWLIN	106	PUBLIC SAFETY	2026-53230	PUBLIC DEFENDER	SERVICES MARCH 2026	$4,000.00
70886389	03/02/2026	134907	SHASTA-TEHAMA-TRINITY JOINT	106	PUBLIC SAFETY	2036-53230	JUVENILE HALL	December 2025	$252.04
70886389	03/02/2026	134907	SHASTA-TEHAMA-TRINITY JOINT	106	PUBLIC SAFETY	2036-53230	JUVENILE HALL	Jan 2026	$203.28
70886389	03/02/2026	134907	SHASTA-TEHAMA-TRINITY JOINT	106	PUBLIC SAFETY	2036-53230	JUVENILE HALL	Nov 2025	$168.87
70886390	03/02/2026	134616	SOUTH AVENUE INC	101	GENERAL FUND	6021-53180	LIBRARY	100578	$27.97
70886391	03/02/2026	135605	SPECTRUM	101	GENERAL FUND	7033-53120	RED BLUFF VETERA	8413 12 011 0065364	$146.62
70886392	03/02/2026	102591	STEVE ZANE	101	GENERAL FUND	2079-53210	L.A.F.C.O	2/11/2026 LAFCo Meeting	$100.00
70886393	03/02/2026	108732	TONY'S REFRIGERATION INC	101	GENERAL FUND	7033-53170	RED BLUFF VETERA	VFW-RB	$6,373.94

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70886394	03/02/2026	123088	TRITES BACKFLOW SERVICES INC	101	GENERAL FUND	7033-53230	RED BLUFF VETERA	18907	$150.00
70886395	03/02/2026	117079	VERIZON WIRELESS	101	GENERAL FUND	6021-53120	LIBRARY	242809454-00001	$76.02
70886396	03/02/2026	133406	WAYSTAR INC	112	HEALTH SERVICES	40251-53230	CLINIC SERVICES	226827	$866.42
70886397	03/02/2026	115228	WM R SCHMITT ETAL TRS	102	ROAD FUND	3011-53260	ROAD DEPARTMENT	TCPW	$2,500.00
70886398	03/02/2026	135910	AARON CHISHAM	102	ROAD FUND	3011-53230	ROAD DEPARTMENT	DOT PHYSICAL	$100.00
70886399	03/02/2026	103939	AT&T	101	GENERAL FUND	5060-53120	VETERANS SERVICE	9391032938	$64.13
70886400	03/02/2026	100285	CALIF CATTLEMEN'S ASSOCIATION	106	PUBLIC SAFETY	2027-53200	SHERIFF	10697	$135.00
70886401	03/02/2026	128410	DIANA SANCHEZ	113	CHILD SUPPORT	5015-53290	CHILD SUPPORT SE	TRAINER SKILL BUILDING WORKSHO	$38.00
70886402	03/02/2026	142511	GRAINGER INC	102	ROAD FUND	3011-53280	ROAD DEPARTMENT	Acct: 832564827	$82.62
70886403	03/02/2026	112395	HOME DEPOT CREDIT SERVICES	102	ROAD FUND	3011-53180	ROAD DEPARTMENT		$73.56
70886404	03/02/2026	132334	KENNETH W BOWLIN	106	PUBLIC SAFETY	2026-53230	PUBLIC DEFENDER	SERVICES MARCH 2026	$4,000.00
70886405	03/02/2026	125075	MELISSA THOMSON	113	CHILD SUPPORT	5015-53290	CHILD SUPPORT SE	TRAINER SKILL BUILDING WORKSHO	$38.00
70886406	03/02/2026	V000221	NATALIE SHEPARD	112	HEALTH SERVICES	40131-53290	MENTAL HEALTH	CBHDA LOBBY DAY & GOVERNING BO	$136.00
70886407	03/02/2026	106920	REBECCA ADAMS	101	GENERAL FUND	1021-53290	AUDITOR CONTROLL	CALSACA TAX MANAGERS MTG	$216.80
70886408	03/02/2026	117079	VERIZON WIRELESS	115	BUILDING & SAFET	2065-53120	BUILDING & SAFET	Acct #770720905-00031	$390.10
70886409	03/02/2026	117079	VERIZON WIRELESS	101	GENERAL FUND	2061-53120	AGRICULTURE COMM	770720905-00039 1/9-2/18	$513.20
70886410	03/03/2026	134816	3A CUSTOMS INC	106	PUBLIC SAFETY	2032-53180	JAIL	TEHAMA CO JAIL	$1,153.55

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70886410	03/03/2026	134816	3A CUSTOMS INC	106	PUBLIC SAFETY	2032-53180	JAIL	Tehama county Jail	$576.78
70886411	03/03/2026	134185	AGILE OCCUPATIONAL MEDICINE PC	106	PUBLIC SAFETY	2032-53230	JAIL	819936	$420.00
70886412	03/03/2026	107355	AIRGAS USA LLC	106	PUBLIC SAFETY	2028-53170	AUTO SHOP	2146255	$596.15
70886413	03/03/2026	133275	ALSCO-GEYER IRRIGATION INC	106	PUBLIC SAFETY	2027-53170	SHERIFF	308979	$10.74
70886414	03/03/2026	103939	AT&T	106	PUBLIC SAFETY	2027-53120	SHERIFF	9391032835	$156.45
70886414	03/03/2026	103939	AT&T	106	PUBLIC SAFETY	2027-53120	SHERIFF	9391032838	$129.75
70886415	03/03/2026	133447	AUTOZONE DEVELOPMENT CORP	106	PUBLIC SAFETY	2028-53170	AUTO SHOP	11715864	$833.23
70886416	03/03/2026	136394	BATTERY UNIVERSE SALES LLC	106	PUBLIC SAFETY	2032-53280	JAIL	TEHAMA CO SHERIFFS	$790.00
70886417	03/03/2026	122025	BIMBO BAKERIES USA	106	PUBLIC SAFETY	2032-53130	JAIL	64-000010291-04	$324.00
70886418	03/03/2026	100155	BOB BARKER COMPANY	106	PUBLIC SAFETY	2032-53140	JAIL	TEHCA9	$12,313.20
70886419	03/03/2026	100255	BUTTE COMMUNITY COLLEGE	106	PUBLIC SAFETY	2027-53295	SHERIFF	Tehama County Sheriffs	$80.00
70886420	03/03/2026	109928	CDW GOVERNMENT INC	101	GENERAL FUND	2061-53220	AGRICULTURE COMM	11431177 Ado Acrobat	$141.44
70886421	03/03/2026	113975	CELLEBRITE USA CORP	106	PUBLIC SAFETY	2027-53290	SHERIFF	SF-00063614	$5,196.26
70886422	03/03/2026	124489	CEP AMERICA CALIFORNIA	106	PUBLIC SAFETY	20321-532392	JAIL - HEALTH SE	22305783-126	$874.00
70886423	03/03/2026	V000287	CINTAS CORPORATION NO 2	102	ROAD FUND	3011-53110	ROAD DEPARTMENT	Acct: 25704606	$33.30
70886423	03/03/2026	V000287	CINTAS CORPORATION NO 2	102	ROAD FUND	3011-53140	ROAD DEPARTMENT	Acct: 25704570	$32.10
70886423	03/03/2026	V000287	CINTAS CORPORATION NO 2	102	ROAD FUND	3011-53140	ROAD DEPARTMENT	Acct: 25704606	$14.13

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70886423	03/03/2026	V000287	CINTAS CORPORATION NO 2	102	ROAD FUND	3011-532801	ROAD DEPARTMENT	Acct: 25704570	$33.82
70886424	03/03/2026	108456	CROWN MOTORS	106	PUBLIC SAFETY	2028-53170	AUTO SHOP	137883	$1,062.18
70886425	03/03/2026	T0027247	DAY MANAGEMENT CORP. INC.	106	PUBLIC SAFETY	2027-53170	SHERIFF	11125669	$11,772.28
70886426	03/03/2026	123272	DOWN RANGE INDOOR TRAINING CEN	106	PUBLIC SAFETY	2027-53800	SHERIFF	21729	$944.88
70886427	03/03/2026	136051	ELIOR INC	116	SENIOR NUTRITION	5063-53130	SENIOR NUTRITION	A7022	$4,200.00
70886428	03/03/2026	133220	NAPA AUTO PARTS	106	PUBLIC SAFETY	2027-53170	SHERIFF	56645	$96.74
70886428	03/03/2026	133220	NAPA AUTO PARTS	106	PUBLIC SAFETY	2032-53220	JAIL	56645	$2.15
70886429	03/03/2026	T0041614	ENTERPRISE RENT A CAR	106	PUBLIC SAFETY	2023-53290	BAILIFF	90177575527	$303.15
70886429	03/03/2026	T0041614	ENTERPRISE RENT A CAR	106	PUBLIC SAFETY	2027-53290	SHERIFF	41261659	$447.39
70886429	03/03/2026	T0041614	ENTERPRISE RENT A CAR	106	PUBLIC SAFETY	2027-53295	SHERIFF	41261659	$315.38
70886429	03/03/2026	T0041614	ENTERPRISE RENT A CAR	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	41261659	$109.91
70886430	03/03/2026	133848	ENTERPRISE UAS LLC	106	PUBLIC SAFETY	2027-53170	SHERIFF	TEHAMA CO SHERIFFS	$800.80
70886431	03/03/2026	108526	EXPRESS PERSONNEL SERVICES INC	106	PUBLIC SAFETY	2027-53230	SHERIFF	33750345	$1,218.56
70886431	03/03/2026	108526	EXPRESS PERSONNEL SERVICES INC	106	PUBLIC SAFETY	2032-53230	JAIL	33750345	$1,048.68
70886432	03/03/2026	123262	EXPRESS SERVICES INC	108	SOCIAL SERVICES	5013-53230	SOCIAL SERVICES	PROFESSIONAL/ SPECIAL SERV	$20,329.66
70886433	03/03/2026	100668	GAGER DISTRIBUTING INC	106	PUBLIC SAFETY	2032-53140	JAIL	01-111	$2,066.75
70886434	03/03/2026	V000465	GOODYEAR COMMERCIAL TIRE & SER	106	PUBLIC SAFETY	2028-53170	AUTO SHOP	780008-0001	$1,210.68
70886435	03/03/2026	142511	GRAINGER INC	106	PUBLIC SAFETY	2027-53170	SHERIFF	834413163	$24.49

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70886436	03/03/2026	100758	HELENA CHEMICAL CO	101	GENERAL FUND	2061-53100	AGRICULTURE COMM	150722 Terra, 240, Esplanade	$2,604.04
70886437	03/03/2026	109137	INTERSTATE BATTERY SYSTEM	106	PUBLIC SAFETY	2028-53170	AUTO SHOP	3810	$534.74
70886439	03/03/2026	102091	KELLER SUPPLY COMPANY	106	PUBLIC SAFETY	2027-53170	SHERIFF	651106	$36.36
70886439	03/03/2026	102091	KELLER SUPPLY COMPANY	106	PUBLIC SAFETY	2032-53170	JAIL	651106	$309.83
70886440	03/03/2026	123687	MCI COMM SERVICE	106	PUBLIC SAFETY	2027-53120	SHERIFF	530595-3391	$36.39
70886441	03/03/2026	106919	NORTHERN CAL CHILD DEVELOPMENT	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	PROFESSION/SPEC OTHER	$44,255.23
70886442	03/03/2026	V000942	NORTHERN CALIFORNIA LITERACY C	101	GENERAL FUND	6021-53200	LIBRARY	MEMBERSHIPS & DUES	$25.00
70886443	03/03/2026	110884	O'REILLY AUTOMOTIVE INC	106	PUBLIC SAFETY	2028-53170	AUTO SHOP	1047279	$244.29
70886445	03/03/2026	101267	PEERLESS BUILDING MAINT INC	108	SOCIAL SERVICES	5013-53140	SOCIAL SERVICES	HOUSEHOLD EXPENSE	$8,277.00
70886446	03/03/2026	101276	PETERSON TRACTOR	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	Acct 6400200	$157.79
70886447	03/03/2026	114012	PRE-SORT CENTER	101	GENERAL FUND	1026-53220	TAX COLLECTOR	Tehama County Tax Collector	$1,820.05
70886448	03/03/2026	117529	PRO PACIFIC	106	PUBLIC SAFETY	2032-53130	JAIL	61960	$366.10
70886449	03/03/2026	108185	PRODUCERS DAIRY FOODS INC	106	PUBLIC SAFETY	2032-53130	JAIL	818652	$1,669.88
70886450	03/03/2026	119867	PUCKETT RESIDENTIAL SERVICES,	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT AND CARE - OTHER	$1,440.07
70886451	03/03/2026	115055	REEVES	106	PUBLIC SAFETY	2032-53110	JAIL	TE5RE	$23.45
70886452	03/03/2026	100382	RONALD L CLARK DDS	106	PUBLIC SAFETY	20321-532396	JAIL - HEALTH SE	A124-AT0138	$443.00
70886452	03/03/2026	100382	RONALD L CLARK DDS	106	PUBLIC SAFETY	20321-532396	JAIL - HEALTH SE	A129-AT0145	$2,620.00

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70886453	03/03/2026	104207	ST ELIZABETH COMM HOSP	106	PUBLIC SAFETY	20321-532392	JAIL - HEALTH SE	36010100323S1C8405	$701.20
70886453	03/03/2026	104207	ST ELIZABETH COMM HOSP	106	PUBLIC SAFETY	20321-532392	JAIL - HEALTH SE	36010141590S1C8405	$1,317.00
70886453	03/03/2026	104207	ST ELIZABETH COMM HOSP	106	PUBLIC SAFETY	20321-532392	JAIL - HEALTH SE	36010154460S1C8405	$92.10
70886453	03/03/2026	104207	ST ELIZABETH COMM HOSP	106	PUBLIC SAFETY	20321-532392	JAIL - HEALTH SE	36010160277S1C8405	$1,487.00
70886453	03/03/2026	104207	ST ELIZABETH COMM HOSP	106	PUBLIC SAFETY	20321-532392	JAIL - HEALTH SE	36010163461S1C8405	$45.78
70886453	03/03/2026	104207	ST ELIZABETH COMM HOSP	106	PUBLIC SAFETY	20321-532392	JAIL - HEALTH SE	36010165631S1C8405	$2,616.60
70886454	03/03/2026	124296	SUN RIDGE SYSTEMS, INC.	106	PUBLIC SAFETY	2027-53230	SHERIFF	TEHAMA CO SHERIFFS	$35,185.00
70886455	03/03/2026	V000184	TECHNICAL RESOURCE MANAGEMENT	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	FS-14078	$36.00
70886456	03/03/2026	105075	US FOODS INC	106	PUBLIC SAFETY	2032-53130	JAIL	3370715	$3,192.33
70886456	03/03/2026	105075	US FOODS INC	106	PUBLIC SAFETY	2032-53140	JAIL	3370715	$191.18
70886457	03/03/2026	101798	VALLEY VETERINARY CLINIC	106	PUBLIC SAFETY	2027-5323016	SHERIFF	208362	$84.00
70886457	03/03/2026	101798	VALLEY VETERINARY CLINIC	106	PUBLIC SAFETY	2029-53230	SHERIFF ANIMAL R	220569	$1,982.12
70886458	03/03/2026	117079	VERIZON WIRELESS	106	PUBLIC SAFETY	2027-53120	SHERIFF	772102544-00002	$223.38
70886458	03/03/2026	117079	VERIZON WIRELESS	106	PUBLIC SAFETY	2028-53120	AUTO SHOP	772102544-00002	$41.40
70886458	03/03/2026	117079	VERIZON WIRELESS	106	PUBLIC SAFETY	2031-53120	WORK FARM	772102544-00002	$41.40
70886458	03/03/2026	117079	VERIZON WIRELESS	106	PUBLIC SAFETY	2032-53120	JAIL	772102544-00002	$98.37
70886459	03/03/2026	136143	VESTIS SERVICES LLC	106	PUBLIC SAFETY	2028-53230	AUTO SHOP	176371000	$134.65

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70886460	03/03/2026	129754	VICTOR COMMUNITY SUPPORT SERVI	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	PROFESSION/SPEC OTHER	$6,629.13
70886461	03/03/2026	128858	VICTORY SUPPLY	106	PUBLIC SAFETY	2032-53140	JAIL	442 TEHAMA CO JAIL	$6,213.50
70886462	03/03/2026	T0041932	BARRY GRAVIER TRUCKING	605	TC SANITATION DI	60510-53230	TC SANITATION DI	TCPW	$950.00
70886464	03/03/2026	122982	CLINT WESTON	101	GENERAL FUND	2062-53110	CODE/MARIJUANA E	SAFETY BOOT REIMB 2026	$172.00
70886469	03/03/2026	V000937	ISAIAH REHBERG	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	Non-Recur AAP Exp 2049027	$258.53
70886470	03/03/2026	V000937	ISAIAH REHBERG	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	Non-recur AAP 2049029	$211.44
70886471	03/03/2026	V000937	ISAIAH REHBERG	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	Non-recur AAP 2049028	$206.59
70886473	03/03/2026	V000938	MICKEY XIONG AND XONG VANG	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	Non-recur AAP Exp 2049363	$111.37
70886474	03/03/2026	V000938	MICKEY XIONG AND XONG VANG	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	Non-Recur AAP Exp 2049364	$226.47
70886475	03/03/2026	V000938	MICKEY XIONG AND XONG VANG	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	Non-Recur AAP Exp 2049362	$81.48
70886477	03/03/2026	101232	PACIFIC GAS & ELECTRIC	605	TC SANITATION DI	60510-53300	TC SANITATION DI	Acct:6227612264-5	$271.85
70886479	03/03/2026	101509	SHELBY'S PEST CONTROL INC	102	ROAD FUND	3011-53140	ROAD DEPARTMENT	Acct: 13813	$70.00
70886483	03/03/2026	102478	TEHAMA COUNTY CLERK & RECORDER	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT AND CARE - OTHER	$26.00
70886486	03/04/2026	115432	ALPHA VISTA PROPERTIES LLC	113	CHILD SUPPORT	5015-53260	CHILD SUPPORT SE	RENT/LEASE OF BUILDINGS	$5,015.27
70886487	03/04/2026	103939	AT&T	101	GENERAL FUND	2075-53120	OFFICE OF EMERG	9391066749	$247.95
70886487	03/04/2026	103939	AT&T	106	PUBLIC SAFETY	2027-53120	SHERIFF	9391032926	$92.40

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70886488	03/04/2026	113573	AT&T U-VERSE	106	PUBLIC SAFETY	2037-53120	PROBATION	138860118	$106.29
70886489	03/04/2026	109928	CDW GOVERNMENT INC	101	GENERAL FUND	1021-53170	AUDITOR CONTROLL	ACC#11431177	$70.72
70886490	03/04/2026	100375	CITY OF CORNING	101	GENERAL FUND	7031-53300	CORNING VETERANS	Acc# 100-0595-001	$221.90
70886491	03/04/2026	T0026074	CITY OF RED BLUFF	117	TRANSPORTATION O	3037-53300	TRAX	006925-000	$61.05
70886491	03/04/2026	T0026074	CITY OF RED BLUFF	117	TRANSPORTATION O	3037-53300	TRAX	008360-000	$53.69
70886492	03/04/2026	100376	CITY OF RED BLUFF	101	GENERAL FUND	1014-53300	COUNTY ADMINISTR	006389-000	$11.38
70886492	03/04/2026	100376	CITY OF RED BLUFF	101	GENERAL FUND	1014-53300	COUNTY ADMINISTR	006390-000	$42.56
70886492	03/04/2026	100376	CITY OF RED BLUFF	101	GENERAL FUND	1025-53300	PURCHASING	006389-000	$2.38
70886492	03/04/2026	100376	CITY OF RED BLUFF	101	GENERAL FUND	1025-53300	PURCHASING	006390-000	$8.91
70886492	03/04/2026	100376	CITY OF RED BLUFF	101	GENERAL FUND	1031-53300	COUNTY COUNSEL	006389-000	$4.23
70886492	03/04/2026	100376	CITY OF RED BLUFF	101	GENERAL FUND	1031-53300	COUNTY COUNSEL	006390-000	$15.84
70886492	03/04/2026	100376	CITY OF RED BLUFF	101	GENERAL FUND	1041-53300	PERSONNEL	006389-000	$3.18
70886492	03/04/2026	100376	CITY OF RED BLUFF	101	GENERAL FUND	1041-53300	PERSONNEL	006390-000	$11.88
70886492	03/04/2026	100376	CITY OF RED BLUFF	101	GENERAL FUND	1076-53300	PROPERTY PLANNIN	006389-000	$2.65
70886492	03/04/2026	100376	CITY OF RED BLUFF	101	GENERAL FUND	1076-53300	PROPERTY PLANNIN	006390-000	$9.89
70886492	03/04/2026	100376	CITY OF RED BLUFF	107	RISK MANAGEMENT	1101-53300	RISK MANAGEMENT	006389-000	$2.65
70886492	03/04/2026	100376	CITY OF RED BLUFF	107	RISK MANAGEMENT	1101-53300	RISK MANAGEMENT	006390-000	$9.89
70886493	03/04/2026	V000843	CORE PSYCHOLOGICAL CORPORATION	106	PUBLIC SAFETY	2032-53230	JAIL	TEHAMA CO SHERIFFS	$500.00
70886494	03/04/2026	108456	CROWN MOTORS	106	PUBLIC SAFETY	2028-53170	AUTO SHOP	137883	$6,861.41
70886495	03/04/2026	104716	DIVERSIFIED SERVICES/COPY CENT	101	GENERAL FUND	1023-53220	ASSESSOR	OFFICE EXPENSE	$657.90

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70886496	03/04/2026	126292	DOCS MEDICAL GROUP	101	GENERAL FUND	1052-53230	ELECTIONS	N. Seal Physical	$210.00
70886496	03/04/2026	126292	DOCS MEDICAL GROUP	101	GENERAL FUND	2071-53230	CLERK - RECORDER	M. Wilbanks Physical	$210.00
70886497	03/04/2026	115376	EL DORADO COUNTY DCSS	113	CHILD SUPPORT	5015-53230	CHILD SUPPORT SE	TEHAMA DCSS	$6,250.00
70886498	03/04/2026	V000857	EQUIFAX INC	113	CHILD SUPPORT	5015-53230	CHILD SUPPORT SE	0210/OBA 0165119429	$835.70
70886499	03/04/2026	136121	HUNT & SONS LLC	101	GENERAL FUND	2072-53291	SHERIFF - CORONE	6038	$220.39
70886499	03/04/2026	136121	HUNT & SONS LLC	101	GENERAL FUND	2075-53291	OFFICE OF EMERG	6038	$102.54
70886499	03/04/2026	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2023-53291	BAILIFF	6038	$211.87
70886499	03/04/2026	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2024-53291	BOATING GRANTS	6038	$94.75
70886499	03/04/2026	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2027-53291	SHERIFF	6038	$9,178.27
70886499	03/04/2026	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2028-53291	AUTO SHOP	6038	$436.05
70886499	03/04/2026	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2029-53291	SHERIFF ANIMAL R	6038	$1,219.90
70886499	03/04/2026	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2032-53291	JAIL	6038	$452.61
70886500	03/04/2026	136121	HUNT & SONS LLC	101	GENERAL FUND	1023-53291	ASSESSOR	6097	$144.22
70886501	03/04/2026	131709	INDEPENDENCE ROCK MEDIA GROUP	113	CHILD SUPPORT	5015-53230	CHILD SUPPORT SE	0992	$250.00
70886502	03/04/2026	102091	KELLER SUPPLY COMPANY	106	PUBLIC SAFETY	2027-53180	SHERIFF	651106	$248.17
70886503	03/04/2026	108877	LEXIS NEXIS RISK DATA MGMT INC	113	CHILD SUPPORT	5015-53200	CHILD SUPPORT SE	4252ZDMTK	$167.00
70886504	03/04/2026	124624	MEDICAL DIAGNOSTIC LABORATORIE	106	PUBLIC SAFETY	2036-53190	JUVENILE HALL	14186461-1 DOS 101525 A.W. TEH	$1,560.00
70886504	03/04/2026	124624	MEDICAL DIAGNOSTIC LABORATORIE	106	PUBLIC SAFETY	2036-53230	JUVENILE HALL	PROFESSIONAL/ SPECIAL SERV	$0.00
70886505	03/04/2026	116981	NORCAL PRESORT	101	GENERAL FUND	1023-53220	ASSESSOR	B-304340-24	$46.28
70886506	03/04/2026	116981	NORCAL PRESORT	101	GENERAL FUND	1023-53220	ASSESSOR	B-304340-24	$74.35

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70886507	03/04/2026	116981	NORCAL PRESORT	101	GENERAL FUND	1023-53220	ASSESSOR	B-304340-24	$11.15
70886508	03/04/2026	116981	NORCAL PRESORT	101	GENERAL FUND	1023-53220	ASSESSOR	B-304340-24	$156.32
70886509	03/04/2026	123562	OBSIDIAN	106	PUBLIC SAFETY	2027-53170	SHERIFF	TEHAMA CO SHERIFFS	$106.69
70886510	03/04/2026	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	7032-53300	LOS MOLINOS VETE	9263246164-3	$202.02
70886510	03/04/2026	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	7032-53300	LOS MOLINOS VETE	9304912828-8	$17.97
70886510	03/04/2026	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	9304912828-8	$17.97
70886511	03/04/2026	132917	PARKER HUNT	101	GENERAL FUND	1022-53290	TREASURER	CACTTC ANNUAL CONF FLIGHT	$289.48
70886512	03/04/2026	101267	PEERLESS BUILDING MAINT INC	113	CHILD SUPPORT	5015-53140	CHILD SUPPORT SE	HOUSEHOLD EXPENSE	$1,187.00
70886513	03/04/2026	127583	PRESTIGE RADIOLOGY INC	106	PUBLIC SAFETY	2036-53190	JUVENILE HALL	JAN 2026 TEH CO YOUTH	$630.00
70886514	03/04/2026	130243	PRIME42 LLC	113	CHILD SUPPORT	5015-53230	CHILD SUPPORT SE	PROFESSIONAL/ SPECIAL SERV	$47.00
70886515	03/04/2026	117529	PRO PACIFIC	106	PUBLIC SAFETY	2032-53130	JAIL	61960	$599.18
70886516	03/04/2026	100382	RONALD L CLARK DDS	106	PUBLIC SAFETY	2036-53190	JUVENILE HALL	JUV #10 2-3&2-10-26 R.P. TEH	$1,478.00
70886516	03/04/2026	100382	RONALD L CLARK DDS	106	PUBLIC SAFETY	2036-53190	JUVENILE HALL	Juv #11 2-11-26 J.C. Trinity	$416.00
70886517	03/04/2026	113581	SATELLITE TRACKING OF PEOPLE L	106	PUBLIC SAFETY	2032-53230	JAIL	0016-000048	$3,762.00
70886517	03/04/2026	113581	SATELLITE TRACKING OF PEOPLE L	106	PUBLIC SAFETY	2032-53230	JAIL	0016-000049	$2,345.40
70886518	03/04/2026	V000708	SHANNON LAMBERT	106	PUBLIC SAFETY	2027-5323016	SHERIFF	TEHAMA CO SHERIFFS	$1,500.00
70886519	03/04/2026	V000948	SHAWN NOONER	101	GENERAL FUND	7021-440326	PARKS & RECREATI	RIDGEWAY PARK RESERVATION REF	$100.00

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70886520	03/04/2026	126593	SKYWAY HOUSE	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	SUPPORT & CARE OF PERSONS	$3,107.64
70886521	03/04/2026	136435	STONE LAW OFFICE	106	PUBLIC SAFETY	2026-53221	PUBLIC DEFENDER	CASE # 24JU-000098	$3,440.00
70886522	03/04/2026	107566	SYSCO	106	PUBLIC SAFETY	2032-53130	JAIL	619919	$1,798.67
70886523	03/04/2026	V000248	T-MOBILE USA INC	101	GENERAL FUND	1023-53120	ASSESSOR	215285557	$135.72
70886524	03/04/2026	120624	TEHAMA PHARMACY & TRADING COMP	106	PUBLIC SAFETY	2036-53190	JUVENILE HALL	999000437 TEH CO YOUTH	$874.20
70886525	03/04/2026	122810	TRANSUNION RISK	106	PUBLIC SAFETY	2027-53230	SHERIFF	859113	$160.00
70886526	03/04/2026	134948	UBEO MIDCO LLC	101	GENERAL FUND	2073-53170	PUB GUARDIAN / P	Acc#TC38	$98.51
70886527	03/04/2026	117079	VERIZON WIRELESS	106	PUBLIC SAFETY	2037-53120	PROBATION	770720905-00023	$204.03
70886529	03/04/2026	111235	CDWG	115	BUILDING & SAFET	2065-53280	BUILDING & SAFET	Adobe for N. Espinoza	$73.94
70886530	03/04/2026	111235	CDWG	115	BUILDING & SAFET	2065-53280	BUILDING & SAFET	Adobe for J. Ritchie	$73.94
70886531	03/04/2026	V000854	CONNER MCKENZIE	106	PUBLIC SAFETY	2032-53290	JAIL	FIREARMS CORSE	$76.00
70886535	03/04/2026	V000845	JUAN CASANOVA	106	PUBLIC SAFETY	2027-53295	SHERIFF	CHECKPOINT PLANNING	$19.00
70886536	03/04/2026	V000894	JULIAN BARAJAS	106	PUBLIC SAFETY	2032-53290	JAIL	FIREARMS COOURSE	$76.00
70886539	03/04/2026	106527	MARK LEVINDOFSKE	106	PUBLIC SAFETY	2024-53290	BOATING GRANTS	CHECKPOINT PLANNING	$19.00
70886542	03/04/2026	V000934	NICHOLAS GIBBONS	106	PUBLIC SAFETY	2032-53290	JAIL	PC 832 FIREARMS COURSE	$76.00
70886549	03/04/2026	132917	PARKER HUNT	101	GENERAL FUND	1022-53220	TREASURER	OFFICE SUPPLIES	$5.37
70886549	03/04/2026	132917	PARKER HUNT	101	GENERAL FUND	1022-53290	TREASURER	CACTTC LEGISLATIVE CONFERENCE	$435.76
70886549	03/04/2026	132917	PARKER HUNT	101	GENERAL FUND	1026-53220	TAX COLLECTOR	OFFICE SUPPLIES	$5.37
70886549	03/04/2026	132917	PARKER HUNT	101	GENERAL FUND	1026-53290	TAX COLLECTOR	CACTTC ANNUAL CONF FLIGHT	$289.48

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70886549	03/04/2026	132917	PARKER HUNT	101	GENERAL FUND	1026-53290	TAX COLLECTOR	CACTTC LEGISLATIVE CONFERENCE	$435.75
70886550	03/04/2026	V000744	SCOTT EASTER	106	PUBLIC SAFETY	2032-53290	JAIL	PC 832 FIREARMS COURSE	$76.00
70886552	03/04/2026	V000916	SOU SAEPHAN	106	PUBLIC SAFETY	2032-53290	JAIL	PC 832 FIREARMS COURSE	$76.00
70886554	03/04/2026	101620	STATE TREASURER	101	GENERAL FUND	2009-555210	TRIAL COURT CONT	TEHAMA COUNTY	$156,990.00
70886555	03/04/2026	101620	STATE TREASURER	101	GENERAL FUND	2009-555215	TRIAL COURT CONT	TEHAMA COUNTY	$23,122.50
70886556	03/04/2026	V000888	TIMOTHY RYAN	106	PUBLIC SAFETY	2032-53290	JAIL	PC 832 FIREARMS COURSE	$76.00
70886558	03/05/2026	134185	AGILE OCCUPATIONAL MEDICINE PC	101	GENERAL FUND	2062-53230	CODE/MARIJUANA E	PROFESSIONAL/ SPECIAL SERV	$240.00
70886559	03/05/2026	100065	ALSCO INC	105	FIRE FUND	2042-53170	FIRE SCH C VOL	208365	$18.18
70886560	03/05/2026	103939	AT&T	101	GENERAL FUND	4011-53120	ENVIRONMENTAL HE	9391032902	$164.35
70886561	03/05/2026	V000558	B & T CA LLC	106	PUBLIC SAFETY	2037-53170	PROBATION	card 177602	$12.00
70886562	03/05/2026	V000940	BIBLIOTHECA LLC	101	GENERAL FUND	6021-53230	LIBRARY	C1000812-US PO 4408	$9,689.82
70886563	03/05/2026	122025	BIMBO BAKERIES USA	106	PUBLIC SAFETY	2035-53130	DAY REPORTING CE	363203-1	$75.90
70886564	03/05/2026	V000530	BLUE TRITON BRANDS INC	101	GENERAL FUND	4011-53210	ENVIRONMENTAL HE	8730224249	$79.94
70886565	03/05/2026	129370	CALBHBC	112	HEALTH SERVICES	40131-53200	MENTAL HEALTH	11172025	$700.00
70886566	03/05/2026	133740	CHARTER COMMUNICATIONS HOLDING	101	GENERAL FUND	1073-53120	GENERAL SERVICES	127091101	$1,545.78
70886567	03/05/2026	103583	DIAMOND DRUGS INC	106	PUBLIC SAFETY	2036-53190	JUVENILE HALL	CATJ SIS YOUTH (N.K)	$72.24
70886567	03/05/2026	103583	DIAMOND DRUGS INC	106	PUBLIC SAFETY	2036-53190	JUVENILE HALL	CATJ TEHAMA COUNTY YOUTH	$193.06

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70886568	03/05/2026	104716	DIVERSIFIED SERVICES/COPY CENT	105	FIRE FUND	2042-53220	FIRE SCH C VOL	OFFICE EXPENSE	$559.55
70886569	03/05/2026	106218	DM TECH	105	FIRE FUND	2042-53120	FIRE SCH C VOL	4103	$92.85
70886570	03/05/2026	126292	DOCS MEDICAL GROUP	106	PUBLIC SAFETY	2027-53230	SHERIFF	TEHAMA CO SHERIFF	$195.00
70886571	03/05/2026	V000395	DUCOR TELEPHONE COMPANY	105	FIRE FUND	2042-53120	FIRE SCH C VOL	510	$153.57
70886572	03/05/2026	118866	EARTHGRAINS BAKING COMPANIES I	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	214109-1	$120.40
70886573	03/05/2026	127756	EMPOWER TEHAMA	106	PUBLIC SAFETY	2035-53230	DAY REPORTING CE	DEC 2025 MRT CLASS	$6,062.58
70886574	03/05/2026	113434	FEDEX	101	GENERAL FUND	2062-53230	CODE/MARIJUANA E	6393-5994-8	$29.31
70886575	03/05/2026	100693	GERLINGER'S	105	FIRE FUND	2042-53170	FIRE SCH C VOL	MAINTENANCE OF EQUIPMENT	$728.10
70886576	03/05/2026	136121	HUNT & SONS LLC	101	GENERAL FUND	2062-53291	CODE/MARIJUANA E	6176	$214.27
70886576	03/05/2026	136121	HUNT & SONS LLC	101	GENERAL FUND	4011-53291	ENVIRONMENTAL HE	6012	$172.12
70886577	03/05/2026	V000207	IMPERIAL COUNTY OFFICE OF EDUC	101	GENERAL FUND	6021-53120	LIBRARY	COMMUNICATIONS	$17,112.82
70886578	03/05/2026	102715	JOEL SNOW DBA	106	PUBLIC SAFETY	2035-53170	DAY REPORTING CE	6189 RE: PO 356391	$316.56
70886579	03/05/2026	V000021	KALMIKOV ENTERPRISES INC	105	FIRE FUND	2042-53170	FIRE SCH C VOL	MAINTENANCE OF EQUIPMENT	$138.93
70886580	03/05/2026	106774	KIMBALL-MIDWEST	105	FIRE FUND	2042-53170	FIRE SCH C VOL	056363	$420.99
70886581	03/05/2026	134947	LANGLEY DESIGN GROUP	101	GENERAL FUND	6021-53120	LIBRARY	COMMUNICATIONS	$120.00
70886582	03/05/2026	V000449	MULTI SERVICE TECHNOLOGY SOLUT	105	FIRE FUND	2042-53170	FIRE SCH C VOL	MAINTENANCE OF EQUIPMENT	$277.47
70886583	03/05/2026	V000221	NATALIE SHEPARD	112	HEALTH SERVICES	40131-53290	MENTAL HEALTH	EMPLOYEE TRAVEL/TRAINING	$226.00

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70886584	03/05/2026	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	3385246924-7	$66.99
70886584	03/05/2026	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	9221579500-3	$839.90
70886585	03/05/2026	101232	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	7013-53300	CAMP TEHAMA	4977672838-5	$36.90
70886585	03/05/2026	101232	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	7013-53300	CAMP TEHAMA	5015443044-6	$142.31
70886585	03/05/2026	101232	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	7013-53300	CAMP TEHAMA	5019339502-2	$43.46
70886585	03/05/2026	101232	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	7013-53300	CAMP TEHAMA	5576410026-3	$20.62
70886586	03/05/2026	101241	PAINT MARTS	105	FIRE FUND	2042-53170	FIRE SCH C VOL	MAINTENANCE OF EQUIPMENT	$135.03
70886587	03/05/2026	128827	PAUL G. BEYLIK	101	GENERAL FUND	7013-53170	CAMP TEHAMA	MAINTENANCE OF EQUIPMENT	$400.00
70886588	03/05/2026	108185	PRODUCERS DAIRY FOODS INC	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	692071	$184.77
70886588	03/05/2026	108185	PRODUCERS DAIRY FOODS INC	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	717115 SNP	$113.13
70886588	03/05/2026	108185	PRODUCERS DAIRY FOODS INC	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	717115 SNP	$112.83
70886589	03/05/2026	101497	SHASTA COUNTY PUBLIC HEALTH DE	106	PUBLIC SAFETY	2036-53230	JUVENILE HALL	NUTR EVAL 10/15/24&9/30/25	$400.00
70886590	03/05/2026	131147	STEVE WESTABY	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	JDF DOS 02/23/26	$144.00
70886590	03/05/2026	131147	STEVE WESTABY	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	SNP DOS 02/23/26	$105.00
70886591	03/05/2026	107566	SYSCO	106	PUBLIC SAFETY	2035-53130	DAY REPORTING CE	346486	$764.60
70886591	03/05/2026	107566	SYSCO	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	346486	$1,730.60
70886591	03/05/2026	107566	SYSCO	106	PUBLIC SAFETY	2036-53140	JUVENILE HALL	346486	$688.37
70886593	03/05/2026	109778	US POSTAL SERVICE(POSTAGE-BY-P	112	HEALTH SERVICES	40121-53220	PUBLIC HEALTH	POSTAGE	$1,923.21

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70886593	03/05/2026	109778	US POSTAL SERVICE(POSTAGE-BY-P	112	HEALTH SERVICES	40131-53220	MENTAL HEALTH	POSTAGE	$704.26
70886593	03/05/2026	109778	US POSTAL SERVICE(POSTAGE-BY-P	112	HEALTH SERVICES	40171-53220	DRUG & ALCOHOL	POSTAGE	$7.18
70886593	03/05/2026	109778	US POSTAL SERVICE(POSTAGE-BY-P	112	HEALTH SERVICES	40251-53220	CLINIC SERVICES	POSTAGE	$365.35
70886594	03/05/2026	117079	VERIZON WIRELESS	101	GENERAL FUND	4011-53120	ENVIRONMENTAL HE	70720905-00032	$35.12
70886594	03/05/2026	117079	VERIZON WIRELESS	106	PUBLIC SAFETY	2035-53120	DAY REPORTING CE	770720905-00041 DRC	$248.40
70886594	03/05/2026	117079	VERIZON WIRELESS	106	PUBLIC SAFETY	2036-53120	JUVENILE HALL	770720905-00041 JDF	$158.82
70886594	03/05/2026	117079	VERIZON WIRELESS	106	PUBLIC SAFETY	2037-53120	PROBATION	770720905-00041 PROBATION	$1,158.17
70886594	03/05/2026	117079	VERIZON WIRELESS	113	CHILD SUPPORT	5015-53120	CHILD SUPPORT SE	770720905-00038	$114.03
70886595	03/05/2026	115894	WESTERN BUSINESS PRODUCTS	113	CHILD SUPPORT	5015-53170	CHILD SUPPORT SE	5273110	$93.38
70886596	03/05/2026	105571	WILLOW GLEN CARE CENTER	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	SUPPORT & CARE OF PERSONS	$18,106.00
70886597	03/05/2026	134213	INNOVATIVE JOINT INVESTMENTS L	112	HEALTH SERVICES	40131-53280	MENTAL HEALTH	SPECIAL DEPARTMENTAL EXP	$595.00
70886599	03/05/2026	115402	LIONAKIS	103	CAPITAL OUTLAY	1081-57586	PLANT ACQUISITIO	89861	$165,422.75
70886601	03/05/2026	129224	PRAED FOUNDATION	112	HEALTH SERVICES	40131-53290	MENTAL HEALTH	EMPLOYEE TRAVEL/TRAINING	$160.00
70886602	03/05/2026	134089	TIA BRANTON TRUSTEE	101	GENERAL FUND	2062-53220	CODE/MARIJUANA E	OFFICE EXPENSE	$68.64
70886603	03/05/2026	101306	U S POSTAL SERVICE	101	GENERAL FUND	1023-53220	ASSESSOR	ANNUAL PO FEE BOX 428	$438.00
70886604	03/05/2026	117079	VERIZON WIRELESS	117	TRANSPORTATION O	3037-53230	TRAX	442340919-00002	$798.21

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70886606	03/06/2026	134816	3A CUSTOMS INC	106	PUBLIC SAFETY	2027-53170	SHERIFF	TEHAMA CO SHERIFF	$2,828.59
70886607	03/06/2026	122859	ACCESS INFORMATION HOLDINGS LL	108	SOCIAL SERVICES	5013-53140	SOCIAL SERVICES	CH001032	$1,633.00
70886608	03/06/2026	V000278	AERIAL METRICS INC	101	GENERAL FUND	2072-53280	SHERIFF - CORONE	TEHAMA CO SHERIFF	$1,049.00
70886609	03/06/2026	134185	AGILE OCCUPATIONAL MEDICINE PC	105	FIRE FUND	2042-53230	FIRE SCH C VOL	EM071453	$320.00
70886610	03/06/2026	107355	AIRGAS USA LLC	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	4736170 oxygen SNIP	$182.98
70886610	03/06/2026	107355	AIRGAS USA LLC	102	ROAD FUND	3011-53280	ROAD DEPARTMENT	Acct: 2144002	$301.43
70886611	03/06/2026	132619	ALONZO MUNOZ	106	PUBLIC SAFETY	2037-53290	PROBATION	PER DIEM WEEK #1	$1,296.46
70886612	03/06/2026	132709	ALSCO GEYER IRRIGATION INC	105	FIRE FUND	2042-53170	FIRE SCH C VOL	305199	$64.48
70886612	03/06/2026	132709	ALSCO GEYER IRRIGATION INC	105	FIRE FUND	2042-53180	FIRE SCH C VOL	305199	$10.74
70886613	03/06/2026	V000687	ARTISAN MENU COVERS LLC	106	PUBLIC SAFETY	2032-53140	JAIL	414767	$104.25
70886614	03/06/2026	103939	AT&T	101	GENERAL FUND	1074-53120	FACILITIES MAINT	9391032918	$31.84
70886614	03/06/2026	103939	AT&T	105	FIRE FUND	2042-53120	FIRE SCH C VOL	9391032842	$39.45
70886614	03/06/2026	103939	AT&T	105	FIRE FUND	2042-53120	FIRE SCH C VOL	9391032960	$95.46
70886614	03/06/2026	103939	AT&T	106	PUBLIC SAFETY	2027-53120	SHERIFF	9391032841	$36.70
70886615	03/06/2026	V000558	B & T CA LLC	105	FIRE FUND	2042-53170	FIRE SCH C VOL	1319	$35.00
70886615	03/06/2026	V000558	B & T CA LLC	106	PUBLIC SAFETY	2027-53170	SHERIFF	TC SHERIFFS OFFICE	$146.00
70886615	03/06/2026	V000558	B & T CA LLC	116	SENIOR NUTRITION	5063-53170	SENIOR NUTRITION	Auto maintenance	$7.00
70886616	03/06/2026	107169	BAY ALARM	106	PUBLIC SAFETY	2032-53250	JAIL	76866	$585.00
70886617	03/06/2026	122460	BIG VALLEY SANITATION INC	102	ROAD FUND	3011-53250	ROAD DEPARTMENT	TCPW	$104.50

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70886618	03/06/2026	122025	BIMBO BAKERIES USA	106	PUBLIC SAFETY	2032-53130	JAIL	64-000010291-04	$594.00
70886619	03/06/2026	100205	BOB'S TIRE CENTER	101	GENERAL FUND	2075-53170	OFFICE OF EMERG	TEHAMA CO SHERIFFS	$1,302.07
70886619	03/06/2026	100205	BOB'S TIRE CENTER	106	PUBLIC SAFETY	2028-53170	AUTO SHOP	TEHAMA CO SHERIFFS	$583.20
70886620	03/06/2026	118030	BRAKE PARTS SUPPLY	106	PUBLIC SAFETY	2028-53170	AUTO SHOP	2452	$45.81
70886621	03/06/2026	100321	CAPITOL CLUTCH	105	FIRE FUND	2042-53170	FIRE SCH C VOL	10083	$429.65
70886622	03/06/2026	102768	CHILDREN FIRST	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	PROFESSION/SPEC OTHER	$1,470.00
70886623	03/06/2026	V000287	CINTAS CORPORATION NO 2	102	ROAD FUND	3011-53110	ROAD DEPARTMENT	Acct: 25704606	$66.60
70886623	03/06/2026	V000287	CINTAS CORPORATION NO 2	102	ROAD FUND	3011-53140	ROAD DEPARTMENT	Acct: 25704570	$64.20
70886623	03/06/2026	V000287	CINTAS CORPORATION NO 2	102	ROAD FUND	3011-53140	ROAD DEPARTMENT	Acct: 25704606	$28.26
70886623	03/06/2026	V000287	CINTAS CORPORATION NO 2	102	ROAD FUND	3011-532801	ROAD DEPARTMENT	Acct: 25704570	$67.64
70886624	03/06/2026	108456	CROWN MOTORS	105	FIRE FUND	2042-53170	FIRE SCH C VOL	6638923/1	$396.03
70886626	03/06/2026	126292	DOCS MEDICAL GROUP	101	GENERAL FUND	5060-53230	VETERANS SERVICE	65556	$210.00
70886627	03/06/2026	133368	ECO MEDICAL INC	101	GENERAL FUND	2072-53230	SHERIFF - CORONE	TEHAMA CO SHERIFFS	$135.00
70886627	03/06/2026	133368	ECO MEDICAL INC	106	PUBLIC SAFETY	2032-53230	JAIL	TEHAMA CO SHERIFFS	$135.00
70886628	03/06/2026	123043	EMPLOYMENT DEVELOPMENT DEPT	107	RISK MANAGEMENT	1101-53308	RISK MANAGEMENT	L0066042928	$2,911.78
70886629	03/06/2026	V000941	EVIDENT	106	PUBLIC SAFETY	2027-53220	SHERIFF	15461	$121.87
70886630	03/06/2026	108526	EXPRESS PERSONNEL SERVICES INC	106	PUBLIC SAFETY	2027-53230	SHERIFF	33750345	$1,523.20

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70886630	03/06/2026	108526	EXPRESS PERSONNEL SERVICES INC	106	PUBLIC SAFETY	2032-53230	JAIL	33750345	$1,165.20
70886631	03/06/2026	134605	FASTENERS INC	105	FIRE FUND	2042-53170	FIRE SCH C VOL	3050203	$119.22
70886631	03/06/2026	134605	FASTENERS INC	105	FIRE FUND	2042-53170	FIRE SCH C VOL	3050248	$40.73
70886631	03/06/2026	134605	FASTENERS INC	105	FIRE FUND	2042-53170	FIRE SCH C VOL	3050311	$97.88
70886631	03/06/2026	134605	FASTENERS INC	105	FIRE FUND	2042-53180	FIRE SCH C VOL	3050332	$32.85
70886631	03/06/2026	134605	FASTENERS INC	105	FIRE FUND	2042-53270	FIRE SCH C VOL	3050248	$80.69
70886631	03/06/2026	134605	FASTENERS INC	105	FIRE FUND	2042-53270	FIRE SCH C VOL	3050311	$512.66
70886631	03/06/2026	134605	FASTENERS INC	105	FIRE FUND	2042-53270	FIRE SCH C VOL	3050313	$278.43
70886631	03/06/2026	134605	FASTENERS INC	105	FIRE FUND	2042-53270	FIRE SCH C VOL	CM-3000234	($320.68)
70886631	03/06/2026	134605	FASTENERS INC	106	PUBLIC SAFETY	2028-53170	AUTO SHOP	34812	$26.88
70886632	03/06/2026	127735	FASTRAK INVOICE PROCESSING DEP	106	PUBLIC SAFETY	2027-53291	SHERIFF	CA 1632440	$8.50
70886633	03/06/2026	134921	FERRELLGAS LP	605	TC SANITATION DI	60510-53300	TC SANITATION DI	Acct: 236749263	$314.88
70886634	03/06/2026	V000233	GENUINE PARTS COMPANY INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	Acct: 65420	($116.10)
70886634	03/06/2026	V000233	GENUINE PARTS COMPANY INC	102	ROAD FUND	3011-57605	ROAD DEPARTMENT	Acct: 65420	$1,675.86
70886635	03/06/2026	V000237	GOLDEN RULE SMALL ENGINES	106	PUBLIC SAFETY	2031-53170	WORK FARM	103330	$93.97
70886636	03/06/2026	V000465	GOODYEAR COMMERCIAL TIRE & SER	106	PUBLIC SAFETY	2028-53170	AUTO SHOP	780008-0001	$834.06
70886637	03/06/2026	142511	GRAINGER INC	101	GENERAL FUND	1074-53180	FACILITIES MAINT	830621579	$14.57
70886638	03/06/2026	113113	GREEN WASTE OF TEHAMA	101	GENERAL FUND	1074-53180	FACILITIES MAINT	01-01671396	$97.72
70886638	03/06/2026	113113	GREEN WASTE OF TEHAMA	101	GENERAL FUND	2072-53230	SHERIFF - CORONE	4019-10097	$43.86

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70886639	03/06/2026	113429	GREEN WASTE OF TEHAMA	105	FIRE FUND	2042-53140	FIRE SCH C VOL	4018-189908	$128.21
70886639	03/06/2026	113429	GREEN WASTE OF TEHAMA	105	FIRE FUND	2042-53140	FIRE SCH C VOL	4018-917140	$154.63
70886639	03/06/2026	113429	GREEN WASTE OF TEHAMA	108	SOCIAL SERVICES	5013-53140	SOCIAL SERVICES	4018-2756737-001	$144.02
70886639	03/06/2026	113429	GREEN WASTE OF TEHAMA	113	CHILD SUPPORT	5015-53140	CHILD SUPPORT SE	4018-953069	$319.02
70886640	03/06/2026	136121	HUNT & SONS LLC	101	GENERAL FUND	2061-53291	AGRICULTURE COMM	6095/fuel	$404.86
70886640	03/06/2026	136121	HUNT & SONS LLC	101	GENERAL FUND	2078-53291	DIV OF ANIMAL SE	6095/fuel	$151.15
70886640	03/06/2026	136121	HUNT & SONS LLC	101	GENERAL FUND	5062-53291	COMMUNITY ACTION	6238 CAA	$58.98
70886640	03/06/2026	136121	HUNT & SONS LLC	102	ROAD FUND	3011-53291	ROAD DEPARTMENT	Acct: 99524	$19,585.81
70886640	03/06/2026	136121	HUNT & SONS LLC	105	FIRE FUND	2042-53291	FIRE SCH C VOL	6014	$1,530.35
70886640	03/06/2026	136121	HUNT & SONS LLC	113	CHILD SUPPORT	5015-53291	CHILD SUPPORT SE	6174	$40.51
70886640	03/06/2026	136121	HUNT & SONS LLC	116	SENIOR NUTRITION	5063-53291	SENIOR NUTRITION	6238 MOW	$14.13
70886641	03/06/2026	102091	KELLER SUPPLY COMPANY	106	PUBLIC SAFETY	2032-53170	JAIL	651106	$482.64
70886642	03/06/2026	V000743	LEHR	101	GENERAL FUND	2072-57605	SHERIFF - CORONE	66090	$4,016.78
70886644	03/06/2026	100957	LOS MOLINOS HARDWARE	105	FIRE FUND	2042-53170	FIRE SCH C VOL	C534728	$52.53
70886644	03/06/2026	100957	LOS MOLINOS HARDWARE	105	FIRE FUND	2042-53170	FIRE SCH C VOL	C535811	$71.81
70886646	03/06/2026	134086	MCC ENGINEERING	102	ROAD FUND	3011-53230	ROAD DEPARTMENT	Fema DR-4683	$1,346.62
70886646	03/06/2026	134086	MCC ENGINEERING	102	ROAD FUND	3011-53230	ROAD DEPARTMENT	Newville Rd	$6,134.09
70886646	03/06/2026	134086	MCC ENGINEERING	102	ROAD FUND	3015-53230	ROAD CAPITAL PRO	Evergreen Rd	$2,581.74
70886646	03/06/2026	134086	MCC ENGINEERING	102	ROAD FUND	3015-53230	ROAD CAPITAL PRO	HSIP 5-INT	$501.30
70886646	03/06/2026	134086	MCC ENGINEERING	102	ROAD FUND	3015-53230	ROAD CAPITAL PRO	HSIP Gallagher	$866.43
70886646	03/06/2026	134086	MCC ENGINEERING	102	ROAD FUND	3015-53230	ROAD CAPITAL PRO	Kirkwood	$346.55
70886646	03/06/2026	134086	MCC ENGINEERING	102	ROAD FUND	3015-53230	ROAD CAPITAL PRO	Lake Cali	$5,792.41
70886646	03/06/2026	134086	MCC ENGINEERING	102	ROAD FUND	3015-53230	ROAD CAPITAL PRO	South Main	$4,010.11

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70886647	03/06/2026	130751	MUNICIPAL MAINTENANCE EQUIPMEN	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	Acct: C01069	$798.17
70886648	03/06/2026	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	31784 Endo tube SNIP	$158.55
70886648	03/06/2026	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	31784 S/N Van Supplies SNIP	$538.52
70886648	03/06/2026	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	31784 Surg mask SNIP	$15.47
70886648	03/06/2026	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	31784 tape, saline,surg towel	$29.75
70886649	03/06/2026	101183	NORTH VALLEY DISTRIBUTING	605	TC SANITATION DI	60510-53280	TC SANITATION DI	Acct: 3846	$179.53
70886650	03/06/2026	130684	O'REILLY AUTOMOTIVE INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	Acct: 2563014	$865.44
70886651	03/06/2026	123562	OBSIDIAN	106	PUBLIC SAFETY	2027-53170	SHERIFF	TEHAMA CO SHERIFFS	$15,635.81
70886652	03/06/2026	133323	OFFICE THREE SIXTY INC	101	GENERAL FUND	2078-53220	DIV OF ANIMAL SE	39292 Copy Paper	$28.67
70886653	03/06/2026	T0043223	ORLAND AUTO PARTS	105	FIRE FUND	2042-53170	FIRE SCH C VOL	629259	$25.44
70886653	03/06/2026	T0043223	ORLAND AUTO PARTS	105	FIRE FUND	2042-53170	FIRE SCH C VOL	67894	$20.45
70886654	03/06/2026	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	7021-53300	PARKS & RECREATI	5376610062-1	$38.50
70886656	03/06/2026	101267	PEERLESS BUILDING MAINT INC	102	ROAD FUND	3011-53140	ROAD DEPARTMENT	TCPW	$2,661.00
70886657	03/06/2026	101276	PETERSON TRACTOR	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	6400200	($1,563.83)
70886657	03/06/2026	101276	PETERSON TRACTOR	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	Acct: 6400200	$5,680.57
70886658	03/06/2026	102904	PITNEY BOWES	106	PUBLIC SAFETY	2027-53220	SHERIFF	30922033	$500.00
70886659	03/06/2026	127583	PRESTIGE RADIOLOGY INC	101	GENERAL FUND	2072-53230	SHERIFF - CORONE	TEHAMA CO CORONER	$275.00

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70886659	03/06/2026	127583	PRESTIGE RADIOLOGY INC	106	PUBLIC SAFETY	20321-532394	JAIL - HEALTH SE	TEHAMA CO JAIL	$5,096.00
70886659	03/06/2026	127583	PRESTIGE RADIOLOGY INC	106	PUBLIC SAFETY	2036-53190	JUVENILE HALL	FEB 2026 J.M. TRINITY	$270.00
70886659	03/06/2026	127583	PRESTIGE RADIOLOGY INC	106	PUBLIC SAFETY	2036-53190	JUVENILE HALL	FEB 2026 TC YOUTH	$979.00
70886660	03/06/2026	117529	PRO PACIFIC	106	PUBLIC SAFETY	2032-53130	JAIL	61960	$690.11
70886661	03/06/2026	108185	PRODUCERS DAIRY FOODS INC	106	PUBLIC SAFETY	2032-53130	JAIL	818652	$409.43
70886662	03/06/2026	103866	PROFESSIONAL MEDICAL COPY	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	PROFESSION/SPEC OTHER	$500.80
70886663	03/06/2026	115055	REEVES	106	PUBLIC SAFETY	2032-53110	JAIL	TE5RE	$23.45
70886665	03/06/2026	101415	RIO ALTO WATER DISTRICT	105	FIRE FUND	2042-53300	FIRE SCH C VOL	1017322	$176.02
70886666	03/06/2026	102334	SATCOM GLOBAL INC	106	PUBLIC SAFETY	2027-53120	SHERIFF	5028WCC	$187.35
70886667	03/06/2026	129544	SHIELD REGIONAL TRAINING CONSO	105	FIRE FUND	2042-53230	FIRE SCH C VOL	1608	$103.50
70886668	03/06/2026	128496	SNOQUIP, INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	TCPW	$395.94
70886669	03/06/2026	134616	SOUTH AVENUE INC	101	GENERAL FUND	7021-53607	PARKS & RECREATI	254431	$36.43
70886669	03/06/2026	134616	SOUTH AVENUE INC	105	FIRE FUND	2042-53140	FIRE SCH C VOL	254211	$60.95
70886669	03/06/2026	134616	SOUTH AVENUE INC	105	FIRE FUND	2042-53180	FIRE SCH C VOL	253625	$64.64
70886669	03/06/2026	134616	SOUTH AVENUE INC	105	FIRE FUND	2042-53180	FIRE SCH C VOL	253721	$15.07
70886669	03/06/2026	134616	SOUTH AVENUE INC	105	FIRE FUND	2042-53180	FIRE SCH C VOL	253842	$10.76
70886670	03/06/2026	104207	ST ELIZABETH COMM HOSP	106	PUBLIC SAFETY	20321-532392	JAIL - HEALTH SE	36010160285S1C8405	$1,327.20
70886671	03/06/2026	V000317	STATE OF CALIFORNIA OF INSURAN	106	PUBLIC SAFETY	106-208100	PUBLIC SAFETY	EBA-658375	$16,370.00

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70886671	03/06/2026	V000317	STATE OF CALIFORNIA OF INSURAN	106	PUBLIC SAFETY	106-208100	PUBLIC SAFETY	EBW-658391	$85,128.00
70886672	03/06/2026	107566	SYSCO	106	PUBLIC SAFETY	2032-53130	JAIL	619919	$1,813.97
70886672	03/06/2026	107566	SYSCO	106	PUBLIC SAFETY	2032-53140	JAIL	619919	$169.60
70886674	03/06/2026	117220	TOTALLY TRUCKS	106	PUBLIC SAFETY	2027-53280	SHERIFF	21306	$1,286.99
70886675	03/06/2026	105075	US FOODS INC	106	PUBLIC SAFETY	2032-53130	JAIL	3370715	$2,177.58
70886675	03/06/2026	105075	US FOODS INC	106	PUBLIC SAFETY	2032-53140	JAIL	3370715	$94.81
70886677	03/06/2026	V000385	VALLEY IRON INC	105	FIRE FUND	2042-53170	FIRE SCH C VOL	2577750	$835.26
70886678	03/06/2026	101798	VALLEY VETERINARY CLINIC	101	GENERAL FUND	2078-53230	DIV OF ANIMAL SE	220585 S/N Feb	$3,240.00
70886678	03/06/2026	101798	VALLEY VETERINARY CLINIC	101	GENERAL FUND	2078-532807	DIV OF ANIMAL SE	220574 Feb Med Don	$1,961.89
70886679	03/06/2026	120407	VERIZON BUSINESS	101	GENERAL FUND	1014-53120	COUNTY ADMINISTR	242826914-00001	$20.70
70886679	03/06/2026	120407	VERIZON BUSINESS	101	GENERAL FUND	1074-53120	FACILITIES MAINT	542822793-00001	$38.01
70886679	03/06/2026	120407	VERIZON BUSINESS	101	GENERAL FUND	7013-53300	CAMP TEHAMA	442710975-00001	$82.79
70886679	03/06/2026	120407	VERIZON BUSINESS	107	RISK MANAGEMENT	1101-53120	RISK MANAGEMENT	242826914-00001	$20.70
70886680	03/06/2026	117079	VERIZON WIRELESS	105	FIRE FUND	2042-53120	FIRE SCH C VOL	870692054-00001	$272.06
70886681	03/06/2026	136143	VESTIS SERVICES LLC	106	PUBLIC SAFETY	2028-53230	AUTO SHOP	176371000	$89.66
70886682	03/06/2026	128858	VICTORY SUPPLY	106	PUBLIC SAFETY	2032-531102	JAIL	442 TEHAMA CO JAIL	$1,102.18
70886683	03/06/2026	101821	WALKER PRINTING	106	PUBLIC SAFETY	2027-53220	SHERIFF	TEHAMA CO SHERIFF	$214.50
70886684	03/06/2026	123478	WILGUS FIRE CONTROL INC	101	GENERAL FUND	1014-53180	COUNTY ADMINISTR	160433	$161.25
70886684	03/06/2026	123478	WILGUS FIRE CONTROL INC	101	GENERAL FUND	1025-53180	PURCHASING	160433	$33.75

Tehama County

TEBK400 - Check Register

Issue Dates between Mar 1, 2026 and Mar 7, 2026

Report Generated on: **Mar 9, 2026 8:47:40 AM**

Check Number	Check Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Extended Amount
70886684	03/06/2026	123478	WILGUS FIRE CONTROL INC	101	GENERAL FUND	1031-53180	COUNTY COUNSEL	160433	$60.00
70886684	03/06/2026	123478	WILGUS FIRE CONTROL INC	101	GENERAL FUND	1041-53180	PERSONNEL	160433	$45.00
70886684	03/06/2026	123478	WILGUS FIRE CONTROL INC	101	GENERAL FUND	1074-53230	FACILITIES MAINT	160434	$120.00
70886684	03/06/2026	123478	WILGUS FIRE CONTROL INC	101	GENERAL FUND	1076-53180	PROPERTY PLANNIN	160433	$37.50
70886684	03/06/2026	123478	WILGUS FIRE CONTROL INC	101	GENERAL FUND	7021-53606	PARKS & RECREATI	160436	$119.50
70886684	03/06/2026	123478	WILGUS FIRE CONTROL INC	107	RISK MANAGEMENT	1101-53180	RISK MANAGEMENT	160433	$37.50
70886685	03/06/2026	132619	ALONZO MUNOZ	106	PUBLIC SAFETY	2036-53290	JUVENILE HALL	PER DIEM WEEK #2	$1,399.71
70886690	03/06/2026	106142	CASSIDY'S AUTO LUBE	101	GENERAL FUND	1025-53210	PURCHASING	TC	$525.48
70886691	03/06/2026	100375	CITY OF CORNING	105	FIRE FUND	2042-53300	FIRE SCH C VOL	403-0900-003	$49.34
70886692	03/06/2026	100375	CITY OF CORNING	105	FIRE FUND	2042-53300	FIRE SCH C VOL	403-0890-001	$104.55
70886700	03/06/2026	104716	DIVERSIFIED SERVICES/COPY CENT	115	BUILDING & SAFET	2065-53280	BUILDING & SAFET	Colored Seal envelopes	$322.41
70886707	03/06/2026	136121	HUNT & SONS LLC	115	BUILDING & SAFET	2065-53291	BUILDING & SAFET	Acct #6098	$256.93
70886708	03/06/2026	133144	JULIE ANDERSON	106	PUBLIC SAFETY	2037-53290	PROBATION	FOSER CARE	$690.72
70886713	03/06/2026	104757	OFFICE DEPOT (BUSINESS SVCS DI	102	ROAD FUND	3011-53140	ROAD DEPARTMENT	Acct: 44149	$76.08
70886714	03/06/2026	101232	PACIFIC GAS & ELECTRIC	102	ROAD FUND	3011-53300	ROAD DEPARTMENT	Acct: 1894334487-1	$43.87
70886716	03/06/2026	132917	PARKER HUNT	101	GENERAL FUND	1022-53290	TREASURER	EMPLOYEE TRAVEL/TRAINING	$250.00

Tehama County

TEBK400 - Check Register

Issue Dates between Mar 1, 2026 and Mar 7, 2026

Report Generated on: **Mar 9, 2026 8:47:40 AM**

Check Number	Check Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Extended Amount
70886716	03/06/2026	132917	PARKER HUNT	101	GENERAL FUND	1026-53290	TAX COLLECTOR	EMPLOYEE TRAVEL/TRAINING	$250.00

Tehama County

Agenda Request Form

File #: 26-0349 **Agenda Date:** 3/24/2026 **Agenda #:** 2.

FIRE

Requested Action(s)
a) Request approval and authorization for the Purchasing Agent to sign Purchase Order 21944, in an amount not to exceed $60,414.30, authorizing Fire Apparatus Solutions to remove and install a recon motor and assembly components for Tehama County Fire Engine 05C38
Financial Impact:
Funds available in Budget 2042, account 53170.

Background Information:
Tehama County Fire Engine 05C38 is out of service and requires a complete motor and assembly component replacement. A comparable new replacement fire engine will cost upwards of $1.2 million, so Fire is seeking to repair the out of service engine. The repairs to this fire apparatus will extend its useful life for the Fire Department.

1705 Enterprises Drive
Fairfield, CA 94533

www.fasservice.org
707-867-2005

***** Customer Review *****
Date / Time: 2/23/2026 10:57:40AM
Repair Order: 103
Customer: 1465
Branch: Fairfield
Invoice Total: $60,414.30

Charge

Bill To: TEHAMA COUNTY FIRE
604 ANTELOPE BLVD
RED BLUFF, CA 96080

Ship To: TEHAMA COUNTY FIRE
604 ANTELOPE BLVD
RED BLUFF, CA 96080

Customer P/O	Created By	Completion Date
	TristenFASfire	

Unit Number: 35031505 **Model Year: 2001** **Make/Model: SPARTAN TYPE 1**

Type: Equipment **VIN: 4S7CT31921C038184**

Task: 1 40-000000 **Engine diagnosis** **Department: Service**

Complaint: Engine replacement

Supp.	Part	Description / Ref Number		U/M	Quantity	Price	Ext Price
	SHOP SUPPL	SHOP SUPPLIES	Misc		1.00	1,280.00	1,280.00
	Hardware	Parts change over to new engien	Misc		1.00	5,250.00	5,250.00
	Recon engine	Recon engine	Part		1.00	42,993.82	42,993.82

QUOTE

Totals

	Total Parts:	**$42,993.82**
	Total Core Chg:	**$0.00**
	Total Core Ret:	**$0.00**
	Total EHC:	**$0.00**
40.00	**Total Labor:**	**$6,400.00**
	Total Miscellaneous:	**$6,530.00**
	Total Freight:	**$900.00**
	Invoice Subtotal:	**$56,823.82**
	Total Tax:	**$3,590.48**
	Invoiced Total:	**$60,414.30**

Payment Method

Charge

COUNTY OF TEHAMA

PURCHASE ORDER
RED BLUFF, CA 96080
(530) 527-3365 fax (530) 529-0980

Purchase Order No. 21944

PURCHASE ORDER

Vendor Information

Name Fire Apparatus Solutions
Address 1705 Enterprises Drive
City Fairfield St CA Zip 94533
Phone 707-867-2005

Ship To & Bill To:

Name **TEHAMA COUNTY FIRE DEPARTMENT**
Address **604 ANTELOPE BLVD**
City RED BLUFF CA Zip 96080
Phone Laurianne Griffin 530-528-5118

Qty	Units	Product Description	Unit Price	TOTAL
1	EA	Shop Supplies	$1,280.00	$1,280.00
1	EA	Parts change over to new engine	$5,250.00	$5,250.00
1	EA	Recon Engine	$42,993.82	$42,993.82

		Service Description	Hourly Rate	TOTAL
1	EA	Labor per Attached Quote	$6,400.00	$6,400.00
1	EA	Freight	$900.00	$900.00

DEPARTMENT COMMENTS: Insert comments in Box Below

Department 2042- Parts and Labor for installation Recon engine for Tehama County Fire Engine 05C38.

Product SubTotal	$49,523.82
Shipping & Handling	$0.00
Service SubTotal	$7,300.00
7.25% CA	$3,590.48
P.O. TOTAL	**$60,414.30**

Vendor Number **V000021**

	INSURANCE ON FILE		PDR ON FILE
	INSURANCE ATTACHED		PDR ATTACHED

P.O. NOT TO EXCEED $60,414.30

Approved By:

Purchasing Agent

Purchase Order Date: 3/24/2026
Department Account Number: 105-2042-53170
Fixed Asset Account Number:
Ordered By: Laurianne Griffin

Purchasing-Blue Auditor-Yellow Dept.-Pink Vendor-White

Tehama County

Agenda Request Form

File #: 26-0362 **Agenda Date:** 3/24/2026 **Agenda #:** 3.

SOCIAL SERVICES

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Social Services Director or designee to sign Amendment No.1 to Misc. Agree. 2025-304, with SolutionsWest, increasing the maximum compensation to $359,000 and extending the term of the agreement through 6/30/26 *(Subject to receipt of required insurance documentation)*

Financial Impact:
This amendment adds an additional $109,000 to the original contract budget of $250,000, bringing the Maximum Compensation to $359,000. This contract is paid for with federal funding. There is no impact to the General Fund.

Background Information:
The original Miscellaneous Agreement 2025-304 was approved by the Board of Supervisors on October 21, 2025. Social Services, Eligibility branch enlisted the assistance of SolutionsWest to help process the large volume of Medi-Cal applications and re-certifications that Social Services receives and is required to re-evaluate. This Amendment extends the term of the contract until June 30, 2026 and increases the original contract budget by $109,000, with a total maximum compensation of $359,000.

AMENDMENT

TO THE AGREEMENT BETWEEN
THE COUNTY OF TEHAMA
AND
SOLUTIONS WEST

This Amendment to Miscellaneous Agreement Number 2025-304, dated 10/21/2025, by and between the County of Tehama, through its Department of Social Services (County) and SolutionsWest (Contractor) for the provision of providing temporary Medi-Cal Support Services, shall be amended as follows:

I. Section 3 (Compensation) of the original agreement is hereby amended to read as follows:

3. **COMPENSATION**

Contractor shall be paid in accordance with the rates set forth in the Fee Schedule, attached hereto as Exhibit "C" after satisfactorily completing the duties described in this Agreement. The Maximum Compensation payable under this Agreement shall not exceed $359,000. 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.

II. Section 6 (Term of Agreement) of the original agreement is hereby amended to read as follows:

6. **TERM OF AGREEMENT**

This agreement shall commence on the date of signing and shall terminate June 30, 2026, unless terminated in accordance with section 7 below.

It is mutually agreed that all other terms and conditions of Agreement Number 2025-304 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: 3/4/26

Bekkie F. Emery, Social Services Director

SOLUTIONSWEST

Date: _____

Renée Carter, President & CEO

135342
Vendor Number

5013-53230
Budget Account Number

93.778
Federal Funding CFDA#

Deputy

AGREEMENT BETWEEN
THE COUNTY OF TEHAMA AND
SOLUTIONS WEST

This agreement is entered into between the County of Tehama, through its Department of Social Services, ("County") and SolutionsWest ("Contractor") for the purpose of providing temporary Medi-Cal Support Services.

1. **RESPONSIBILITIES OF CONTRACTOR**

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

2. **RESPONSIBILITIES OF THE COUNTY**

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

3. **COMPENSATION**

Contractor shall be paid in accordance with the rates set forth in the Fee Schedule, attached hereto as Exhibit "C" after satisfactorily completing the duties described in this Agreement. The Maximum Compensation payable under this Agreement shall not exceed $250,000. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

4. **BILLING AND PAYMENT**

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

5. **TIMELY SUBMISSION**

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

6. **TERM OF AGREEMENT**

This agreement shall commence on the date of signing and shall terminate Feb 28, 2026, unless terminated in accordance with section 7 below.

7. **TERMINATION OF AGREEMENT**

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

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

8. **ENTIRE AGREEMENT; MODIFICATION**

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

9. **NONASSIGNMENT OF AGREEMENT**

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

10. **EMPLOYMENT STATUS**

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

11. **INDEMNIFICATION**

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

12. **INSURANCE**

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

13. **PREVAILING WAGE**

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services hereunder are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office, and will make this information available to any interested party upon request. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its

subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a "public work." To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

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

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

14. NON-DISCRIMINATION

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

15. GREEN PROCUREMENT POLICY

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural resources, water and energy; (2) minimize the jurisdiction's contribution to pollution and solid waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the purchase of products made with recycled materials, in compliance with the California Integrated

Waste Management Act of 1989 (AB 939) and SB1382 when product fitness and quality are equal and they are available at the same or lesser cost of non-recycled products. Contractor shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

16. COMPLIANCE WITH LAWS AND REGULATIONS

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

17. LAW AND VENUE

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

18. AUTHORITY

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

19. NOTICES

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

NOTICES TO COUNTY:	NOTICES TO CONTRACTOR:
Bekkie F Emery Tehama County Department of Social Services P. O. Box 1515 Red Bluff, CA 96080 Fax: 530-527-5410	Renée Carter, President & CEO SolutionsWest PO Box 162639 Sacramento CA 95816 916-765-7886
ANALYST RESPONSIBLE TO RECEIVE REPORTS:	**PERSON RESPONSIBLE FOR REPORTING:**
Elaina Silva, Eligibility Program Manager, Tehama County Department of Social Services P.O. Box 1515 Red Bluff, CA 96080 OR emailed to esilva@tcdss.org OR delivered in person to 310 S. Main Street. Phone: 530-528-4076 Fax: 530-527-5410	Cale Bryan, Managing Director SolutionsWest PO Box 162639 Sacramento CA 95816 916-342-8231
INVOICES SUBMITTED TO COUNTY:	**PERSON RESPONSIBLE FOR INVOICING:**
Tehama County Department of Social Services P.O. Box 1515 Red Bluff, CA 96080 OR delivered in person to: 310 S. Main Street., Red Bluff, CA 96080 Fax: 530-527-5410 OR email to: AccountsPayable@tcdss.org	Renée Carter, President & CEO SolutionsWest PO Box 162639 Sacramento CA 95816 916-765-7886

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

20. **NON-EXCLUSIVE AGREEMENT:**

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

21. **STANDARDS OF THE PROFESSION**

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

22. LICENSING OR ACCREDITATION

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

23. RESOLUTION OF AMBIGUITIES

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

24. NO THIRD PARTY BENEFICIARIES

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

25. HAZARDOUS MATERIALS

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

26. **HARASSMENT**

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

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

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

28. **EXHIBITS**

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

29. **OWNERSHIP OF DOCUMENTS**

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

30. **DOCUMENTS AND RETENTION**

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

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

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

31. **SEXUAL HARASSMENT**

Contractor shall not employ sexual harassment or discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor shall provide services in accordance with Exhibit B, Nondiscrimination Clause, attached hereto, and the Tehama County Sexual Harassment Policy, available upon request; both made part of this agreement.

32. **CONFLICT OF INTEREST**

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

33. **CONFIDENTIALITY**

The intent of this agreement is for the Contractor to provide temporary Medi-Cal support services. However, should specific information regarding the County's clients become known to Contractor, the following confidentiality rules shall apply:

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

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

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

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

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

c. During the term of this agreement, both parties may have access to information that is confidential or proprietary in nature. Both parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other party or as required by law. This provision shall survive the termination, expiration, or cancellation of the agreement.

d. Notwithstanding any other provision of this Agreement, the Contractor agrees to protect the confidentiality of any and all patient, client, or resident medical information, which may be

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

34. **AVAILABILITY OF FUNDS**

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

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

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

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

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

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

36. **MISCELLANEOUS PROVISIONS**

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

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

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

37. **DUPLICATION OF SERVICES AND REFERRALS**

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

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

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

COUNTY OF TEHAMA

Date: 9/4/2025

Bekkie F Emery, Director

SOLUTIONSWEST

Date: 9/3/2025

Renée Carter, President & CEO

135342
Vendor Number

5013-53230
Budget Account Number

93.778
Federal Funding CFDA #

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

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

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

Automobile Liability

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

Workers' Compensation

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

Professional Liability (Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less

than $1,000,000 per claim and $2,000,000 aggregate on a claims made basis. However, if coverage is written on a claims made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

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

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

Endorsements: Additional Insureds

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

The certificate holder shall be "County of Tehama."

Deductibles and Self-Insured Retentions

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

Primary Insurance Coverage

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

Coverage Cancellation

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

Acceptability of Insurers

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

Subcontractors

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

Material Breach

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

Policy Obligations

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

Verification of Coverage

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

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

EXHIBIT B

NONDISCRIMINATION CLAUSE

The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975; as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code Section 11135-11139.5, as amended; California Government Code Section 12940 (c), (h) (1), (I), and (j); California Government Code, Section 4450; Title 22, California Code of Regulations Section 98000-98413; the Dymally-Alatorre Bilingual Services Act; Section 1808 Removal of Barriers to Inter Ethnic Adoption Act of 1996 and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91; 7 CFR Part 15; and 28 CFR Part 35], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of age, sex, color disability, national origin, race, marital status, religion or political affiliation be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HERREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement. THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited. By ACCEPTING THE ASSURANCE, the Contractor agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of the aforementioned laws, rules, and regulations, and permit authorized CDSS and /or federal government personnel, during normal working hours, to review such records, books, and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance. This ASSURANCE is binding on the Contractor directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Exhibit C

P.O. Box 162639 | Sacramento, CA 95816-2639
916.765.7886 | www.solutionswest.com

Medi-Cal Support Services

Proposal to: Tehama County Social Services

August 12, 2025

Overview

SolutionsWest and Tehama County Social Services have a strong history of collaborating over the past few years on Medi-Cal Support Services to increase county capacity. These services have allowed the county to process a higher volume of Medi-Cal applications and renewals, promoting timely services for Tehama residents.

SolutionsWest is ideally suited to continue providing these services given our experience with the Medi-Cal support projects, staff qualifications, and subject matter expertise. The SolutionsWest team includes former county staff with decades of experience providing client services for various programs such as Medi-Cal, CalFresh, CalWORKs, and General Assistance.

In addition to Tehama, SolutionsWest has worked on Medi-Cal support projects with Mendocino County Social Services, Monterey County Department of Social Services, Riverside County Department of Public Social Services, San Benito County Health and Human Services Agency, Siskiyou County Health and Human Services, and County of Modoc Social Services. Through these engagements, SolutionsWest supported thousands of Medi-Cal cases.

To temporarily increase Medi-Cal application and renewal processing capacity, SolutionsWest will quickly mobilize to assist with data entry and case follow-up activities, resulting in the timely and accurate issuance of client benefits.

Deliverables

1. Remote Medi-Cal Support Services
2. Weekly Productivity Reports

SolutionsWest Roles and Responsibilities

The following roles make up the SolutionsWest project team:

Role	Responsibility
Supervisor (1)	The Supervisor provides oversight and conducts case quality reviews for 100% of cases assigned. They will also provide policy and process guidance to Support Specialists and provide a Weekly Productivity Report to management.
Support Specialist (3)	Support Specialists conduct Medi-Cal processing assistance through various actions. These actions include reviewing renewal packets, contacting clients to complete phone interviews, sending the appropriate form(s) requesting additional verification(s) as required by program/county policy, and updating data collection pages in CalSAWS.

SolutionsWest Project Responsibilities

SolutionsWest will provide the following services to complete the project successfully.

1. Conduct all onboarding and support services remotely.
2. The Supervisor will oversee the Support Specialist team, distribute work, and conduct quality reviews.
3. The Supervisor delivers Weekly Productivity Reports that include:
    a. Cases reviewed
    b. Hours expended
    c. Issues, risks, and any other items deemed necessary.
4. Support Specialist will:
    a. Review and provide the appropriate updates for Medi-Cal renewals and applications.
    b. With the appropriate connectivity, image client verification documents through virtual print and index documents/verifications received as appropriate per county policy.

c. Process system tasks including, but not limited to, sending first or second requests for documents/verifications, updating Applicant/Recipient Income and Eligibility Verification System (IEVS) reports, updating data related to address change, age change, income change, change reported, Medi-Cal 355 form, Renewal reports, Other Health Coverage (OHC) change, and conducting phone interviews with customers directly.
d. Contact customers as needed to obtain necessary documentation and to clarify information to complete the work assigned.
e. Entering all required journal records on all actions performed.

5. The Supervisor will:
    a. Provide daily operational oversight of all Support Specialists.
    b. Serve as an escalation point for county leadership.
    c. Interface with county leadership on items including, but not limited to, work quality, policy, productivity, budget, and resource staffing.
6. Confidentiality
    a. Each SolutionsWest project team member will sign and comply with the terms of the county Confidentiality Agreement.
    b. The SolutionsWest project team will oversee that work and documents remain secure and compliant with Personal Identification Information (PII) requirements.

County Project Responsibilities

Tehama County will provide project personnel, devices, data system credentials, and appropriate oversight to complete the project successfully.

Additional county responsibilities include:

1. Provide guidance and communication for county-specific business processes and policies that relate to the Medi-Cal program.
2. Provision laptops and cell phones that can securely access the county network and all systems required – CalSAWS, CalHEERS, MEDS.
3. Allow pick-up and drop-off of county devices via courier.
4. Establish a program and technical single point of contact for SolutionsWest staff.
5. Distribute case assignments weekly or as needed.
6. Review and authorize final Medi-Cal eligibility determinations.
7. Establish remote sign-on access to California State Automated Welfare System (CalSAWS), Medi-Cal Eligibility Data Systems (MEDS), and California Healthcare Eligibility, Enrollment, and Retention System (CalHEERS) for all assigned staff.
8. Review Weekly Productivity Reports

Cost & Payment Schedule

SolutionsWest proposes an all-inclusive hourly service fee by resource type. Payment for services is invoiced monthly for actual hours worked within thirty (30) days of the services provided.

Medi-Cal Support Services - Tehama - FY 25/26									
Resources		Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26		
Type	Rate	Hours						Total Hours	Total Cost
Supervisor	$80.00	100	160	160	160	160	160	900	$ 72,000.00
Support Specialist	$65.00	100	160	160	160	160	160	900	$ 58,500.00
Support Specialist	$65.00	100	160	160	160	160	160	900	$ 58,500.00
Support Specialist	$65.00	100	160	160	160	160	160	900	$ 58,500.00
Maximum Hours Per Month		400	640	640	640	640	640	3600	$ 247,500.00
								Service Hour Total	$ 247,500.00

EXHIBIT D
SAMPLE INVOICE

INVOICE	Attach back-up documentation to this page. If needed for more space, insert or delete rows, or attach another page(s).

CONTRACTOR NAME AND ADDRESS	INVOICE #:	FOR MONTH(S)/YEAR:
0		
0	CONTRACT #:	PURPOSE/TITLE OF CONTRACT
0		0

BUDGET LINE ITEM	A. CONTRACT BUDGET	B. CURRENT INVOICE COSTS	C. TOTAL COSTS YEAR-TO-DATE INCLUDING THIS INVOICE	D. BALANCE REMAINING PAYABLE (A-C)
DIRECT SALARIES				
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
DIRECT BENEFITS/FRINGE				
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
DIRECT SALARIES & BENEFITS TOTAL	**$ -**	**$ -**	**$ -**	**$ -**
DIRECT COSTS				
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
DIRECT COSTS TOTAL	**$ -**	**$ -**	**$ -**	**$ -**
INDIRECT SALARIES				
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
INDIRECT BENEFITS/FRINGE				
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
INDIRECT SALARIES & BENEFITS TOTAL	**$ -**	**$ -**	**$ -**	**$ -**
INDIRECT COSTS				
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
INDIRECT COSTS TOTAL	**$ -**	**$ -**	**$ -**	**$ -**
TOTAL INVOICE		**$ -**		
TOTAL CONTRACT	$ -		$ -	$ -

E-Contract Review
Approval as to Form

Department Name: Social Services

Vendor Name: Solutions West

Contract Description: For the purpose of temporary Medi-Cal support services

APPROVED AS TO FORM:

Date: 09/26/2025

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Minutes Certification

File Number: 25-1773 **Enactment Number: MISC. AGR 2025-304**

7. SOCIAL SERVICES **25-1773**

a) AGREEMENT - Request approval and authorization for the Social Services Director to sign the agreement with SolutionsWest for the provision of temporary Medi-Cal support services with a maximum compensation not to exceed $250,000 effective from the date of signing through 2/28/26 *(Subject to receipt of required insurance documentation)*

Enactment No: MISC. AGR 2025-304

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

RESULT: APPROVE

I, SEAN HOUGHTBY, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on 10/21/2025.

Attest: Megan Willis **October 23, 2025**

Date Certified

E-Contract Review
Approval as to Form

Department Name: Social Services

Vendor Name: SolutionsWest

Contract Description: For the purpose of amendment to increase maximum compensation

APPROVED AS TO FORM:

Date: 03/09/2026

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Agenda Request Form

File #: 26-0339 **Agenda Date:** 3/24/2026 **Agenda #:** 4.

ENVIRONMENTAL HEALTH

Requested Action(s)

a) TRANSFER OF FUNDS: ENVIRONMENTAL HEALTH, B-53 - From Cost Reimbursement (2062-471102) to Contingency (1109-59000) $23,000; and from Contingency (1109-59000) to Professional Services (2062-53230), $23,000 **(Requires a 4/5's vote)**

Financial Impact:

There will be no additional financial impact, these funds were previously allocated by the Board as explained below.

Background Information:

On April 15, 2025, the Board approved a transfer from the General Fund - Strategic Priorities in the amount of $25,000 as a match to Tehama County Major Crimes donation in the same amount. The contribution and donation were used to establish the Enforcement Assistance Fund.

The purpose of the fund is to help fund abatement of dangerous buildings and eliminate visual blight throughout the County. The operation of the fund is with collaborative efforts from Environmental Health, Code Enforcement, Building Department, Sheriff's Department, District Attorney, and Public Guardian/Public Administrator.

This particular transfer is related to a long-term nuisance abatement cleanup in Gerber. A lien will be placed on the property in order to try and recover these funds when/if the property is ever sold.

Tehama County Auditor's Office

BUDGET APPROPRIATION INCREASE REQUEST

Auditor Number B-52

DEPARTMENT NAME ENVIRONMENTAL HEALTH

Date: March 5, 2026

I am requesting an increase to my budget appropriates as listed below:

Check one [ ] **"Previous Year Revenue"** [X] **"New Revenue"**

Funding Source 701 - Enforcement Assistance

****Note** ***General Fund and Public Safety "MUST" use Contingency when increasing budget***

Increase Revenue Budget				Increase Expenditure Budget			
FUND DEPT NO	**ACCOUNT NUMBER**	**ACCOUNT NAME**	**AMOUNT**	**FUND DEPT NO**	**ACCOUNT NUMBER**	**ACCOUNT NAME**	**AMOUNT**
2062	471102	Cost Reimbursement	$ 23,000.00	1109	59000	Contingency	$ 23,000.00
1109	59000	Contingency	$ 23,000.00	2062	53230	Professional Services	$ 23,000.00
		Total Journal	**$ 46,000.00**			Total Journal	**$ 46,000.00**

TRANSFER APPROVED

Jim Brat 3-5-26

SIGNATURE OF REQUESTING OFFICIAL DATE

SANDRA PALMER 03/09/2026

AUDITOR DATE

BOARD OF SUPERVISORS DATE

A-117
07/2018

Tehama County

Agenda Request Form

File #: 26-0371 **Agenda Date:** 3/24/2026 **Agenda #:** 5.

HEALTH SERVICES AGENCY / MENTAL HEALTH

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Executive Director and Chairperson to sign Amendment No. 1 (12388-TC-Peers-25_26-AM1) to the Misc. Agreement 2025-070 with the California Mental Health Services Authority (CalMHSA) for participation in the Medi-Cal Peer Support Specialist Certification program, effective 4/23/25, and extended to 4/23/27

Financial Impact:
There is no direct cost to this participation agreement. There is no impact on the General Fund.

Background Information:
This is Amendment No.1 to the Misc. Agreement 2025-070 which was reviewed and approved by the Board of Supervisors on 4/8/25. This is a participation agreement for the implementation of the Medi-Cal Peer Support Specialist Certification program for Tehama County. This Amendment No. 1 extends the term by one year.

This program supports Counties in implementing the Medi-Cal Peer Support benefit in accordance with the Department of Health Care Services (DHCS) Behavioral Health Information Notice 21-041. CalMHSA represents Counties in the development of a uniform peer certification program that meets state requirements. For the development of the peer certification program, CalMHSA has established a uniform process that supports county reciprocity for certification. As the certifying entity, CalMHSA is responsible for the administrative activities of the program, such as, maintenance of the certification website, processing applications to ensure candidates meet certification standard, issue certifications, and enforce standards of certification.

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY

PARTICIPATION AGREEMENT AMENDMENT NO. 1

MEDI-CAL PEER SUPPORT SPECIALIST CERTIFICATION PROGRAM

This Participation Agreement Amendment No. 1 ("Amendment No. 1") amends Agreement No. 12388-TC-PEERS-25_26 ("Agreement"), a contract by and between the California Mental Health Service Authority ("CalMHSA") and Tehama County ("Participant"). This Amendment No. 1 shall be effective upon execution by both parties.

The Agreement is hereby amended to modify the Program Term from April 23, 2026, to April 23, 2027.

All other terms or provisions in the Agreement not amended by this Amendment No. 1 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby confirm acceptance of the terms of this Amendment No. 1 by causing their duly authorized officers or representatives to execute this Amendment No. 1 as set out below.

PARTICIPANT: TEHAMA COUNTY

Signed: _____ Name (Printed): Tom Walker

Title: Chairperson, Board of Supervisors Date: _____

Signed: _____ Name (Printed): _____

Title: County Counsel Date: _____

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

Title: Executive Director Date: _____

CALMHSA

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

Title: Executive Director Date: _____

E-Contract Review
Approval as to Form

Department Name: Health Services Agency

Vendor Name: CalMHSA

Contract Description: For the purpose of participation in the Medi-Cal Peer support specialist certification program

APPROVED AS TO FORM:

Date: 03/09/2026

Office of the Tehama County Counsel
Margaret Long, County Counsel

Docusign Envelope ID: 948C42E9-56EC-4586-8C52-922900239C4F

Tehama County

Minutes Certification

File Number: 25-0494 **Enactment Number: MISC. AGR 2025-070**

11. HEALTH SERVICES AGENCY / MENTAL HEALTH **25-0494**

a) AGREEMENT - Approval and authorization for the Executive Director to sign Agreement #12388-TC-Peers with the California Mental Health Services Authority (CalMHSA) for participation in the Medi-Cal Peer Support Specialist Certification program, effective upon the date of execution and shall terminate one year from execution.

Enactment No: MISC. AGR 2025-070

Approval of the Consent Agenda.

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

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

I, SEAN HOUGHTBY, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on 4/8/2025.

Attest: Deputy

April 11, 2025
Date Certified

Docusign Envelope ID: 948C42E9-56EC-4586-8C52-922900239C4F

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY

PARTICIPATION AGREEMENT
MEDI-CAL PEER SUPPORT SPECIALIST CERTIFICATION PROGRAM

COVER SHEET

Tehama County ("Participant") desires to participate in the Medi-Cal Peer Support Specialist Certification 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 the date of final signature by both parties through one year from the effective date ("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 Medi-Cal Peer Support Specialist Certification Program supports Counties in implementing the optional Medi-Cal Peer Support benefit in accordance with Department of Health Care Services ("DHCS") Behavioral Health Information Notice 21-041. CalMHSA represents Counties in the development of a uniform peer certification program that meets state requirements. For the development of the peer certification program, CalMHSA has established a uniform process that supports county reciprocity for certification. This Agreement acknowledges the Participant's involvement in this program and defines CalMHSA's role in providing Program data to the Participant on an ongoing basis.

Authorized Signatures:

CalMHSA

DocuSigned by:
Signed: Dr. Amie Miller
82E9EFBAB7CC446...
Name (Printed): Dr. Amie Miller, Psy.D., MFT

Title: Executive Director
Date: 4/23/2025

Participant: TEHAMA COUNTY

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

Title: Executive Director
Date: 3-21-25

Docusign Envelope ID: 948C42E9-56EC-4586-8C52-922900239C4F

Participation Agreement
Attachment A – Detailed Program Description, Obligations, Restrictions

Detailed Program Description:

The Medi-Cal Peer Support Specialist Certification Program supports Counties in implementing the optional Medi-Cal Peer Support benefit in accordance with Department of Health Care Services ("DHCS") Behavioral Health Information Notice 21-041 and updated BHIIN guidance. CalMHSA represents Counties in the development of a uniform peer certification program that meets state requirements. For the development of the peer certification program, CalMHSA has established a uniform process that supports county reciprocity for certification.

CalMHSA is the certifying entity ("Certifying Entity") for Medi-Cal Peer Support Specialists. As the Certifying Entity, CalMHSA is responsible for the administrative functions of the Program. To this end, CalMHSA has established a dedicated certification website ("Website") for information about certification in California (See capeercertification.org), the development of a Certification Portal ("Portal") anchored to the Website that allows candidates to apply for certification through the Website. The Portal is instrumental in aiding CalMHSA in the collection of candidate information necessary for ensuring each candidate meets certification standards, issuing of certification, and the collection of candidate data used for program evaluation and annual reporting required set by the DHCS. Additionally, CalMHSA is responsible for the enforcement of professional standards for certification, maintaining the public-facing certification registry ("Certification Registry"), the approval of training providers, and administration of the examination for certification. Lastly, CalMHSA is responsible for conducting investigations for allegations made against a certified professional for legal and ethical violations (based on the established Code of Ethics).

Obligations:

CalMHSA shall:

- Perform administrative activities as the Certifying Entity, including, but not limited to:
  - Maintenance of the certification website (capeercertification.org);
  - Maintenance of the Portal, and an on-line application for certification;
  - Process applications to ensure candidates meet certification standard and issue certification;
  - Collect candidate information for Program evaluation and annual data reporting as required by the DHCS.
  - Enforce professional standards for certification, including conducting investigations for allegations made against a certified professional for legal and ethical violations (See Code of Ethics).
  - Maintenance of the Certification Registry;
  - Administration and scoring of the certification examination; and
  - Approve training providers.

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- Maintain current Guidelines, Standards, and Procedure Manual for Medi-Cal Peer Support Specialist Certification program.
- Apply continuous quality improvement principles to evaluate Program performance.
- Conduct quality assurance reviews of CalMHSA-approved training providers to ensure quality training.
- Maintain centralized, searchable, and publicly accessible Certification Registry.
- Compile and submit data to meet state reporting requirements, in accordance with DHCS BHINs.
- Compile and submit the following state reporting data regarding active and pending applications and certifications and send to Participants upon request via a secure DropBox link. The data request may be subject to change based on the requirements set forth by DHCS in subsequent BHINs.
    - First Name
    - Middle Name
    - Last Name
    - Application Status
    - Scholarship Status
    - Email
    - Number Of Peer Support Specialists Certified
    - Number Of Applicants That Did Not Receive Certification
    - Number Of Applicants Employed in Peer Services Prior To Certification
    - Number Of Applicants Certified in an Area of Specialization
    - Number of Certified Peers That Renewed Certification
    - Number Of Peer Supervisor Trainings Provided
    - Number of Applicants that received Certification through Grandparenting Process
    - Number Of Applicants that received Certification through State Reciprocity
    - Peer Support Specialist Demographics-Age, Gender identity, Race/ethnicity, Proficient Language
    - Number of applicants that applied for Medi-Cal Peer Support Specialist Certification through Grandparenting process
    - Data visualization of certification history over time for previous FYs.
    - Status/Health of the Program: Complaints and/or corrective actions against certified individuals

Participant shall:

- Accept files from CalMHSA using designated secure file transfer.
- Communicate all questions and concerns to CalMHSA via workforce@calmhsa.org.

Program Restrictions:

- Timelines and technical requirements may need adjusting due to unique circumstances.

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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. Participant – Any County participating in the Program either as Member of CalMHSA or under a Memorandum of Understanding with CalMHSA.

D. 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. Comply with CalMHSA's Joint Powers Agreement and Bylaws.

B. Responsibilities of Participant:

1. Provide CalMHSA and any other parties deemed necessary with requested information and assistance to fulfill the purpose of the Program.
2. Cooperate by providing CalMHSA with requested information and assistance to fulfill the purpose of the Program.
3. Provide feedback on Program performance.
4. 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. Member Cost Sharing. The withdrawal of a Participant from the Program shall not automatically terminate its responsibility for its share of the expense and liabilities of

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the Program. The contributions of current and past Participants are chargeable for their share of unavoidable expenses and liabilities arising during their participation period.

C. 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.

D. 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. 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.

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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.

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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

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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.

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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.

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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

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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

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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 knowledge 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

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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.

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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 Individuals(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

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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

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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

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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.

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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,

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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

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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

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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

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

Title: Executive Director Date: 3-21-25

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

Phone: (530) 528-3216 Email: Jayme.Bottke@tchsa.net

CONTRACTOR: CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY (CalMHSA)

Signed: DocuSigned by: Dr. Amie Miller 82E9EFBAB7CC446... Name (Printed): Amie Miller, Psy.D., MFT

Title: Executive Director Date: 4/23/2025

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Address: _1610 Arden Way, Suite 175, Sacramento, CA 95815_____ Phone: (279) 234-0700_____

Email:___amie.miller@calmhsa.org_____

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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

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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 Pl. 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.

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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 Pl. 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)

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- 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

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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 Pl. 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 PSI 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.

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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: htto://www.dhcs.ca.00v/formsandoubs/laws/priv/Pacies/DHCSBusinessAssociatesOnlv.asox

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

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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**

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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.

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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.

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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,

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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,

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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 Pl. 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

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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/DHCSBusinessAssociatesOnlv.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

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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.

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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

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.

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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

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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 PI and PII is destroyed in accordance with Attachment

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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.

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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

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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 Pl. 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

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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

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DHCS PHI to maintain retrievable exact copies of DHCS PHI or Pl. 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.

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State of California—Health and Human Services Agency
Department of Health Care Services

WILL LIGHTBOURNE
DIRECTOR

GAVIN NEWSOM
GOVERNOR

DATE: July 22, 2021

Behavioral Health Information Notice No: 21-041

TO: California Alliance of Child and Family Services
California Association for Alcohol/Drug Educators
California Association of Alcohol & Drug Program Executives, Inc.
California Association of DUI Treatment Programs
California Association of Mental Health Peer Run Organizations
California Association of Social Rehabilitation Agencies
California Behavioral Health Planning Council
California Consortium of Addiction Programs and Professionals
California Council of Community Behavioral Health Agencies
California Opioid Maintenance Providers
California State Association of Counties
Coalition of Alcohol and Drug Associations
County Behavioral Health Directors
County Behavioral Health Directors Association of California
County Drug & Alcohol Administrators
United Parents

SUBJECT: Medi-Cal Peer Support Specialist Certification Program Implementation

PURPOSE: To provide the standards for implementing the Medi-Cal Peer Support Specialist Certification Program.

REFERENCE: Centers for Medicare and Medicaid Services State Medicaid Directors Letter #07-011
Welfare and Institutions Code, Division 9, Part 3, Article 1.4, Chapter 7

BACKGROUND:
DHCS acknowledges the role that peer support specialists (hereafter referred to as "peers") can play in California's behavioral health systems, and recognizes that peers have long acted as a part of the prevention, early intervention, treatment, and recovery process for individuals living with Mental Health (MH) conditions and Substance Use Disorders (SUD)s. As individuals with either lived experience, or as the parents, caregivers and family members of individuals living with MH and/or SUD conditions,

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peers personally understand the experience of the individuals they serve and can help clarify the most effective set of services for each individual's recovery needs.

Senate Bill (SB) 803, chaptered in 2020, authorized DHCS to seek federal approvals to add peer support specialists as a Medi-Cal provider type and peer support services as a distinct service type in counties opting to participate in this program. DHCS is pursuing these federal approvals through the Medicaid waiver and State Plan Amendment processes.

SB 803 also directed DHCS to develop state standards for Medi-Cal Peer Support Specialist Certification Programs that may be implemented by counties, or county-contracted entities, who opt in to provide these programs. This certification is required for Medi-Cal reimbursement, but does not impact peer programs under other funding sources. DHCS has worked extensively with stakeholders to develop these state standards, including multiple behavioral health and peer-led associations, county partners, representatives from various non-profit organizations, representatives from peer-run organizations, existing peer support specialists, consumers, and other interested individuals.

This BHIN provides state standards for California's Medi-Cal Peer Support Specialist Certification Programs and the steps counties who opt in must take to implement these programs. Future guidance will be provided on the implementation of the Peer Support Services Medi-Cal benefit.

POLICY:
SB 803 created the statutory authority for DHCS to establish Medi-Cal statewide certification program standards while counties, or county-contracted entities, are responsible for implementing the programs at the local level. (W&I Code Section 14045.14) By July 1, 2022, DHCS must:

1. Establish statewide requirements to use in developing certification programs
2. Define the qualifications, range of responsibilities, practice guidelines, and supervision standards for peer support specialists
3. Determine the process for initial certification
4. Determine curriculum and core competencies required for certification, including areas of specialization
5. Specify peer support specialist employment training requirements
6. Establish a code of ethics
7. Determine a biennial certification renewal process, including continuing education requirements
8. Determine a process for investigation of complaints and corrective action

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9. Determine a process for an individual employed as a peer support specialist on January 1, 2022, to obtain certification
10. Determine requirements for peer support specialist certification reciprocity between counties and out of state

California Medi-Cal Peer Support Specialist Certification Program Standards

Medi-Cal Peer Support Specialist Certification Programs can be established either by counties, or an agency representing counties. The County Behavioral Health Directors' Association (CBHDA) has identified the California Mental Health Services Authority (CalMHSA) as the entity that will represent counties for the implementation of a State-approved Medi-Cal Peer Support Specialist Certification Program, to support consistency statewide.

CalMHSA, on behalf of the counties they represent, and any other counties that seek to implement their own Medi-Cal Peer Support Specialist Certification Program, must adhere to the standards set forth in Enclosure 1 of this BHIN and must submit to DHCS their application with supporting documents that will be used to implement their program in accordance with Enclosure 2.

Each Medi-Cal Peer Support Specialist Certification Program must ensure that certified peers meet the following qualifications:

1. Be at least 18 years of age.
2. Possess a high school diploma or equivalent degree.
3. Be self-identified as having experience with the process of recovery from mental illness or substance use disorder, either as a consumer of these services or as the parent, caregiver or family member of a consumer.
4. Be willing to share their experience.
5. Have a strong dedication to recovery.
6. Agree, in writing, to adhere to a code of ethics.
7. Successfully complete the curriculum and training requirements for a peer support specialist.
8. Pass a certification examination approved by DHCS for a peer support specialist.

Counties, or an agency representing a county, pursuing the development of a Medi-Cal Peer Support Specialist Certification Program will be subject to periodic reviews conducted by DHCS to ensure adherence to all federal and state requirements, and must submit annual peer support specialist program reports to the department.

Application and Submission Requirements

DHCS encourages counties to take advantage of the opportunity to work with CalMHSA for their certification programs. Any county not working with CalMHSA must notify

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DHCS by August 6, 2021. Counties can send this information to DHCS via email at Peers@dhcs.ca.gov.

CalMHSA, on behalf of counties they represent, and any other counties developing their own certification programs must apply to DHCS by submitting the documents listed in Enclosure 2, and receive approval, prior to implementing a certification program. The program plan shall include: proposed policies and procedures for a candidate's initial certification, including the training curriculum for peers and peer supervisors; the certification exam; the process for biennial and lapsed renewals; the curriculum for the identified areas of specialization; the grandparenting process for qualifying peers; the complaints and corrective actions process; and a certification fee schedule.

Medi-Cal Peer Support Specialist Certification Program plans must be in an electronic format and sent to Peers@dhcs.ca.gov. The opportunity for counties to implement a certification program will be made available annually. For FY 2021-22, counties must submit the certification plan documents prior to November 19, 2021.

List of Enclosures

1. Standards for Initial Certification, Biennial Renewal, Lapsed Certification, Areas of Specialization, Grandparenting, State/County Reciprocity, Complaints and Corrective Actions
2. Medi-Cal Peer Support Specialist Certification Program Plan Submission Requirements
3. Medi-Cal Code of Ethics for Peer Support Specialists in California
4. Practice Guidelines and Supervision Standards
5. Reporting Requirements

Sincerely,

Marlies Perez, Division Chief
Community Services Division

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ENCLOSURE 1

1. Initial Certification
2. Biennial Renewal
3. Lapsed Certification
4. Areas of Specialization,
5. Grandparenting, State/County Reciprocity
6. Complaints and Corrective Actions

1. Standards for Initial Certification of a Peer Support Specialist

For an initial certification of a peer support specialist, a Medi-Cal Peer Support Specialist Certification Program must:

A. Ensure a candidate agrees to adhere to the Medi-Cal Code of Ethics for Peer Support Specialists
B. Ensure a candidate has completed the training curriculum that includes 80 hours of training - including didactic learning
C. Ensure the candidate has passed the initial certification exam

A. Medi-Cal Code of Ethics

The Medi-Cal Code of Ethics for Peer Support Specialists is contained in Enclosure 3 and posted on the DHCS Peers webpage. DHCS will update the Code of Ethics as appropriate and certification programs must ensure that candidates agree to adhere to the most recent version posted.

B. Training Curriculum

The training curriculum must incorporate the following core competencies:

1. The concepts of hope, recovery, and wellness.
2. The role of advocacy.
3. The role of consumers and family members.
4. Psychiatric rehabilitation skills and service delivery, and addiction recovery principles, including defined practices.
5. Cultural and structural competence trainings.
6. Trauma-informed care.
7. Group facilitation skills.
8. Self-awareness and self-care.
9. Co-occurring disorders of mental health and substance use.
10. Conflict resolution.
11. Professional boundaries and ethics.
12. Preparation for employment opportunities, including study and test-taking skills, application and résumé preparation, interviewing, and other potential requirements for employment.

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13. Safety and crisis planning.
14. Navigation of, and referral to, other services.
15. Documentation skills and standards.
16. Confidentiality.
17. Digital literacy.

C. Certification Exam
Upon a candidate's completion of the training, a Medi-Cal Peer Support Specialist Certification Program must administer an examination that has been approved by DHCS. The Medi-Cal Peer Support Specialist Certification Program must provide reasonable accommodations to candidates taking the examination, as needed, including verbal testing and testing in prevalent languages.

2. *Standards for Biennial Renewal*
A Medi-Cal Peer Support Specialist Certification Program must provide a process for biennial certification renewal for certified peer support specialists. This process must include making available continued education trainings and ensuring that renewal candidates perform 20 hours of continuing education every two years. The continuing education must include updates on applicable laws and evidence based best practices. A Medi-Cal Peer Support Specialist Certification Program must also ensure that certified peer support specialists reaffirm in writing the most recent version of the Medi-Cal Code of Ethics for Peer Support Specialists in California every two years.

3. Lapsed Certification
For peer support specialists whose certification lapsed, but is still within four years of when certification renewal was due, a Medi-Cal Peer Support Specialist Certification Program must allow certification if the candidate completes 40 hours of refresher training[1], passes the Medi-Cal Peer Support Specialist Certification Program examination, and must affirm, in writing, the most recent version of the Medi-Cal Code of Ethics for Peer Support Specialists in California.

4. Areas of Specialization
A Medi-Cal Peer Support Specialist Certification Program must implement a curriculum in the area of specialization for "Parent, Caregiver, and Family Member Peers" upon implementation of the Peer Support Specialist Certification Program.

The following three areas of specialization must also be implemented by January 1, 2023:
- Crisis Services

[1] This training must still cover the core competencies, but would be a condensed version of the full 80 hour curriculum. This refresher curriculum must also be approved by DHCS.

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- Forensic (Justice Involved)
- Homelessness

These areas of specialization must be developed in addition to the requirements for certification in the core competencies, and the curriculums must be approved by DHCS.

DHCS will continue to collect information on areas of specialization that may be added at a later date. Any additional areas of specialization must be approved by DHCS.

5. Grandparenting and Out-of-State Reciprocity

For individuals who are employed as a peer as of January 1, 2022 and seek certification under these standards, known in this BHIN as grandparenting, or those individuals certified out of state and are seeking to be certified under these standards, a Medi-Cal Peer Support Specialist Certification Program must grant certification if the individual has:

Either:

- 1 year of paid or unpaid work experience (1550 hours) as a peer specialist AND 20 hours of continuing education (CEs), including law and ethics. CEs can be in relevant professional competencies obtained via relevant in-state, out of state or national educational forums.

  OR

- 1550 hours in 3 years, with 500 hours completed within the last 12 months, working as a peer specialist AND 20 hours of continuing education (CEs), including law and ethics. CEs can be in relevant professional competencies obtained via relevant in-state, out of state or national educational forums.

AND has all of the following:

- Completion of a peer training(s)
- 3 Letters of Recommendation as outlined:
  - One from a supervisor
  - One from a colleague/professional
  - One self-recommendation describing their current role and responsibilities as a peer support specialist
- Pass the Medi-Cal Peer Support Specialist Certification Program Exam

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As with the initial certification, the Medi-Cal Peer Support Specialist Certification Program must provide reasonable accommodations to the candidate as requested, including verbal testing and testing in prevalent languages.

Peers employed as a peer January 1, 2022 and seeking certification through the grandparenting process must complete or begin the process by December 31, 2022. After this date, peers seeking certification under a Medi-Cal Peer Support Specialist Certification Program must complete the initial certification process. Peers with out of state certification seeking reciprocity have no sunset date to seek certification.

6. County Reciprocity
Peer Support Specialists who are certified through a DHCS approved Medi-Cal Peer Support Specialist Certification Program will be recognized as a Certified Peer Support Specialist in all counties throughout California however, only counties electing to participate in the Medi-Cal peers benefit will have the ability to be federally reimbursed for behavioral health peer services provided to Medi-Cal beneficiaries.

7. *Complaints and Corrective Actions*
A Medi-Cal Peer Support Specialist Certification Program must also submit a process for reviewing complaints and corrective actions, including the suspension and revocation of certification, as well as the appeals process for DHCS approval. DHCS will approve processes that include the following:

- Specifications for the Medi-Cal Peer Support Specialist Certification Program to investigate submitted complaints within a specified timeframe.
- A disciplinary process for substantiated allegations that requires either education hours, suspension, and/or revocation.
- An appeal process.

Monitoring of the program will be incorporated into DHCS' current processes, including DHCS' triennial audits and the EQRO quality improvement program efforts.

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ENCLOSURE 2 – Medi-Cal Peer Support Specialist Certification Program Plan Submission requirements

Submission Package for Medi-Cal Peer Support Specialist Certification Program		
CalMHSA, on behalf of represented counties, and other counties who seek to implement a Medi-Cal Peer Support Specialist Certification Program must submit a plan for DHCS approval of how the certification program will meet all of the federal and state requirements for the certification and oversight of peer support specialists (W&I Code 14045.14 (a)(1)). Please include the signature of the authorized representative from CalMHSA, or the county Behavioral Health Director. The plan must include the following:		
☐	Initial Certification Policies And Procedures	How applicants can apply for certification and how the training curriculum and the exam will be administered.
☐	Certification Exam	The exam that applicants will be required to take. Also include the alternative ways the exam will be administered for those with difficulty taking written exams. Include accommodations that will be available for those with disabilities, or those who require translations or interpreters, including the prevalent languages in which the exam will be made available.
☐	Biennial Certification Renewal Policies And Procedures	How the program will make continuing education (CE) training available for certified peers, how certified peers can demonstrate successful completion of CE training, and how peers can submit a renewal of the Code of Ethics.
☐	Training Curriculum For: • Peer Support Specialist • Parent, Caregiver and Family Member Peers • Peer Supervisors	The curriculum for initial certification, the curriculum for lapsed certification, a curriculum for the area of specialization for parent, caregiver and family member peers, and peer supervisors.
☐	Certification Fee Schedule	Per W&I Code Section 14045.18, a participating county, or an agency representing a participating county, is authorized to establish a certification fee schedule for the purpose of supporting the activities associated with the ongoing administration of the peer support specialist certification program. Before the fee schedule may be implemented, the department shall review and either approve or disapprove the fee schedule of the participating county or an agency representing the participating county.

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☐	Grandparenting/Reciprocity Process	The policies and procedures for how an applicant can apply for certification and how the program will operationalize reviewing applications and issuing the certification.
☐	Complaints/Corrective Actions Process	The policies and procedures for how complaints will be submitted and processed, including a timeline, disciplinary actions, and appeals process.
☐	Reporting Process	The policies and procedures for the timely submission of the identified data to meet the reporting requirements.

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ENCLOSURE 3 – Medi-Cal Code of Ethics for Peer Support Specialists in California

Purpose	Peer support services are recovery-oriented and resiliency-focused services for those managing behavioral health challenges as well as the parents, family members, and caregivers that support them. Peer support services are evidence-based practices that provide role models to inspire hope, demonstrate a life of recovery and resiliency, and encourage real advocacy. This Values and Ethics document promotes a consistent message to those who are providing, receiving, and supervising services from a Peer Support Specialist. The Values and Ethics described here formalizes and advances peer support services in California's behavioral health system of care. For the purpose of this document "Peer Support Specialist" refers to anyone who is providing services in the behavioral health field using their "lived experience" to establish mutuality and build resiliency and recovery.
Values	**Ethical Standards**
Hope	Peer Support Specialists: • Inspire hope in those engaging in services by living a life of Recovery and/or Resiliency.
Person-Driven	Peer Support Specialists: • Support individuals receiving services and their support network within the context of the individual's worldview, to achieve their goals based upon their needs and wants. • Focus on self-determination, as defined by the person engaging in services, and support the person's participation in their own recovery. • Inform others about options, provide information about choices, and then respect peers' decisions. • Encourage people to look at the options, take risks, learn from mistakes, and grow toward healthy interdependence with others. • Uphold the principle of non-coercion as essential to recovery and encourage those engaging in services to make their own decisions, even when the person engaging in services is under mandated treatment. • Assist those they support to access additional resources. • Disclose lived experiences of recovery in a way that maintains the focus on and is beneficial to the person engaging in services. • Support the recovery process for the peer, allowing the person to direct their own process.

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	• Shall not force any values or beliefs onto the person engaging in services. • Recognize there are many pathways to recovery that can be very different than their own journey.
Family Driven and Child-Centered	Peer Support Specialists: • Promote the family member's ethical decision-making and personal responsibility consistent with that family member's culture, values, and beliefs. • Respect and value the beliefs, opinions, and preferences of children, youth, family members, parents, and caregivers in service planning. • Promote the family members' voices and the articulation of their values in planning and evaluating behavioral health related challenges or concerns. • Support other family members as peers with a common background and history. • Disclose personal lived experiences of building resiliency in a way that focuses on and is beneficial to the child, youth, family member, parent, or caregiver engaging in services. • Build supports on the strengths of the child, youth, family, or caregiver. • Build partnerships with others who are involved in the care of our children, youth, or adult family members. • Communicate clearly and honestly with children, youth, family members, and caregivers.
Holistic Wellness	Peer Support Specialists: • Promote the family member's ethical decision-making and personal responsibility consistent with that family member's culture, values, and beliefs. • Practice in a holistic manner that considers and addresses the whole health of those engaging in services. • Recognize the impact of co-occurring challenges (substance use, developmental and physical challenges) in the recovery resiliency journey and provide supports sensitive to those needs. • Recognize the impact of trauma on the recovery/resiliency journey and provide the support specific to those challenges. • Honor the right of persons engaging in services to choose alternative treatments and practices, including culturally-specific traditional methods, healing arts, including acupuncture and meditation, spiritual practices or secular beliefs, and harm reduction practices.
Authenticity	Peer Support Specialists: • Practice honest and direct communication in a culturally relevant manner, saying what is on their mind in a respectful way. Difficult circumstances are addressed with those who are directly involved. Direct communication

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	moves beyond the fear of conflict or hurting other people to the ability to work together to resolve challenges with caring and compassion. • Share own lived experience to provide hope and inspiration for recovery. • Practice healthy disclosure about their own experience focused on providing hope and direction toward recovery and/or resiliency. • Work within their scope of practice as defined by this Code of Ethics and their employing agency. • Remain aware of their skills and limitations, and do not provide services or represent themselves as an expert in areas for which they do not have sufficient knowledge or expertise. • Know that maintaining the authenticity and integrity of their role is critical to the effectiveness of peer support services. • Seek supervision, peer support services, and/or other contact with peer colleagues or other supports to stay within their scope of practice.
Cultural Responsiveness & Humility	Peer Support Specialists: • Acknowledge the importance of language and culture, intersecting identities, knowledge, and acceptance of dynamics of cultural differences, expansion of cultural knowledge, curiosity, and adaptation of services to meet culturally unique needs. • Strive to provide culturally responsive and relevant services to those they support. • Respect cultural identities and preferences of those engaging in services and their families and respect the right of others to hold opinions, beliefs, and values different from their own. • Shall not discriminate against others on the basis of gender, race, ethnicity, sexual orientation or gender identity, age, religion, national origin, marital status, political belief, or mental or physical differences. • Shall not discriminate against others on the basis of any other preference, personal characteristic, condition, state, or cultural factor protected under Federal, State or local law. • Seek further information, education, and training in cultural competence as necessary to assist those they support.
Respect	Peer Support Specialists: • Provide a welcoming environment for persons engaging in services. • Approach each person, youth, parent or family member with openness, genuine interest, and appreciation. • Accept each person/family and situation as unique. • Provide empathy and able to “put oneself in the other person’s shoes.” • Will make an honest effort to empathize with the emotional connection and cultural context that the persons engaging in services bring to the

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	recovery/ resiliency relationship. • View everyone as having something important and unique to contribute. • Value and treat others with kindness, warmth, dignity, and without judgment. • Accept each other and are open to sharing with people from many diverse backgrounds including ethnicity,educational levels, socio-economic background, sexual preference, and religion/spirituality. • Honor and make room for everyone's opinions and see each other as equally capable of contributing. • Demonstrate respect toward those supported, colleagues and the community. • Use language that is respectful, "person-first," and culturally mindful to, and with, those supported, colleagues and the community. • Never use language that could be construed as, or is, derogatory, insulting, or demeaning in written, electronic, or verbal communications. • Communicate with co-workers and colleagues in ways that promote hope, compassion, and solution-focused interactions.
Integrity	Peer Support Specialists: • Act in accordance with the highest standards of professional integrity. • Avoid relationships or commitments that conflict with the interests of persons engaging in services, impairprofessional judgment, imply a conflict of interest, or create risk of harm to those supported. • Conduct themselves in a way that does not jeopardize the integrity of the peer relationship. • Seek supervision to handle any real or potential conflicts when and if a dual relationship is unavoidable. • Follow organizational policies and guidelines regarding giving and receiving gifts. • Consider the cultural context and other potential considerations related to gifts. • Do not lend, give, or receive money or payment for any services to, or from, persons they support. • Demonstrate accountability in fulfilling commitments. • Resist influences that interfere with professional performance. • Shall not commit fraud, waste or abuse in the delivery of Medi-Cal services. • Cooperate with complaint investigations and supply information requested during complaint investigations unless such disclosure of information would violate the confidentiality requirements of Subpart 2, Title 42, Code of Federal Regulations.

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	• Shall not provide services under the influence of any amount of alcohol, marijuana, or illicit drugs. “Illicit drugs” means any substance defied as a drug in Section 11014, Chapter 1, Division 10, Health and Safety Code, except:
	  ○ Drugs or medications prescribed by a physician or other person authorized to prescribe drugs, in accordance with Section 4036, Chapter 9, Division 2, Business and Professions Code, and used in the dosage and frequency prescribed; or
	  ○ Over-the-counter drugs or medications used in the dosage and frequency described on the box, bottle, or package insert.
	• Shall not secure a certification by fraud, deceit, or misrepresentation. This includes, but is not limited to:
	  ○ Making a false statement on any application for certification.
	  ○ Withholding material information on any application for certification.
	  ○ Impersonating another Peer Support Specialist or permitting or allowing another person to use their certification for the purpose of providing peer support services.
	• Shall not engage in gross negligence or incompetence in the performance of peer support services. This includes:
	• Failing to maintain records consistent with sound judgement, the standards of the profession, and the nature of the services being rendered.

Advocacy	Peer Support Specialists: • Support the formulation, development, enactment, and implementation of public policies of concern to theprofession. • Demonstrate and promote activities that respect diversity. • Support and defend human rights and freedoms regardless of nationality, national origin, gender identity, ethnicity, religion or spiritual persuasion, language, disability, sexual identity, or socio-economic status. Human rights include civil and political rights, such as the right to life, liberty, and freedom of expression; social, cultural, and economic rights including the right to cultural expression, the right to have basic needs met, and the right to work and receive an education. • Advocate for inclusion of those supported in all aspects of services. • Advocate for the full involvement of those supported in the communities of their choice and will promote their value to those communities. • Understand, encourage, and empower self-advocacy. • Recognize that all individuals/families have the right to live in the safest and least restrictive, culturally congruent environment. • Strive to eliminate stigma and discrimination

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Confidentiality	Peer Support Specialists: • Respect the rights, dignity, privacy, and confidentiality of persons engaging in services at all times. • Respect the right to privacy of those supported and shall not solicit private information from those supported unless it is essential. Once private information is shared, standards of confidentiality apply. • Respect confidential information shared by colleagues in the course of their professional relationships andinteractions unless such information relates to an unethical or illegal activity. However, confidentiality should be honored when Peers are supporting clients with a substance use disorder where the illegal activity is limited to personal use of substances. • Comply with all applicable federal and state confidentiality laws and guidelines. (In accordance with Part 2, Title 42, Code of Federal Regulations and HIPAA requirements). • Discuss with persons engaging in services, and other interested parties, the nature of confidentiality andlimitations of the right to confidentiality.
Safety & Protection	Peer Support Specialists: • Never engage in romantic or sexual/intimate activities with the persons engaging in services. • Shall not provide services to individuals with whom they have had a prior romantic or sexual relationship. • Shall not engage in exploitive relationships with coworkers or those they support to further their personal,religious, political, or business interests. • Follow applicable federal, state and local laws in the prevention of harm. • Inform appropriate persons when disclosure is necessary to prevent serious, foreseeable, and imminent harm to persons served or other identifiable persons. In all instances, Peer Support Specialists should disclose the least amount of confidential information necessary to achieve the desired purpose. • Never intimidate, threaten, harass, use undue influence, physical force, or verbal abuse, or make unwarranted promises of benefits to persons engaging in services. • Recognize the unique nature of the peer relationship and seek supervision and/or peer support services, as necessary, to maintain appropriate boundaries with persons engaging in services. • Treat colleagues with respect, courtesy, fairness, and good faith, and uphold the Code of Ethics. Strive to provide a safe environment that is respectful of the impact of trauma on persons engaging in services.
Education	Peer Support Specialists:

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	• Remain current regarding new developments in recovery, resiliency and wellness theories, methods, and approaches of related disciplines/systems with whom those who are engaging in services interface. • Accept responsibility for continuing education and professional development as part of their commitment to provide quality services. • Become familiar with local resources for self-sufficiency, including benefits and employment opportunities and supportive resources for families, parents, and caregivers.
Mutuality	Peer Support Specialists: • Engage in a relationship of mutual responsibility where power is shared and the Peer Support Specialist and the persons engaging in services are equally responsible for maintaining a peer relationship that is mutually beneficial. • Take responsibility for voicing their own needs and feelings. • Make decisions in collaboration with persons served and do not make decisions for persons engaging in services. • Ensure that people give and take the lead in discussions, everyone is offered a chance to speak, and decisions are made in collaboration with one another.
Reciprocity	Peer Support Specialists: • Ensure that the relationship is reciprocal. Every participant in the peer relationship both gives and receives in a fluid, constantly changing dynamic. • Belief that peer relationships are not hierarchical; no one is more qualified, advanced, or better than another. • Learn from each other. • View asking for help as reaching across (not up nor down).
Strengths-Based	Peer Support Specialists: • Provide strength-based services acknowledging that every person has skills, gifts, and talents they can use to better their lives. • Focus on what is strong, not what is wrong. • Assist others to identify these strengths and explore how those identified strengths can be used for their benefit.
Wellness, Recovery and Resiliency	Peer Support Specialists: • Engage in and model regular self-care activities. • Communicate and behave in ways that promote wellness, recovery, and resiliency. • Use language that reflects wellness, recovery, and resiliency principles. • Shall not impose limitations on the possibility for wellness, recovery, and

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resiliency of those engaging in services.
- Recognize the importance of supportive relationships and community in wellness, recovery and resiliency and encourage persons to identify and develop natural supports.
- Promote self-sufficiency in the wellness, recovery, and resiliency journey.

Wellness is the conscious and deliberate process of creating and adapting patterns of behavior that lead to improved health in the following wellness dimensions: Emotional, Financial, Social, Spiritual, Educational/Occupational, Physical, Intellectual, and Environmental.

Recovery is a process of change through which individuals improve their health and wellness, live a self-directed life, and strive to reach their full potential. This process of change recognizes cultural diversity and inclusion and honors the different routes to resilience and recovery based on the individual and their cultural community.

Resiliency is an inner capacity that, when nurtured, facilitated, and supported, empowers individuals and communities to successfully meet life's challenges with a sense of self-determination, mastery and hope.

By signing below, I agree not to violate, or assist in or abet the violation of, or conspire to violate, any provision or term of this Code of Ethics. All Peer Support Specialists shall be notified, in writing, of any changes to this Code of Ethics.

Name (printed)

Name (signature)
Date (mm/dd/yyyy)

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Enclosure 4 – Practice Guidelines and Supervision Standards

Practice Guidelines
Counties must use the practice guidelines developed by the Substance Abuse and Mental Health Services Administration, *What are Peer Recovery Support Services*.

Supervision Standards
DHCS acknowledges the efficacy and evidenced based practice of the utilization of certified peer support specialists as supervisors of other peers. DHCS highly encourages the employment of peers as peer supervisors. However, due to the variability of counties and availability of the peer workforce, DHCS will allow the utilization of other behavioral health professionals as follows:

Peer Support Specialist Supervisors must meet at least one of the below qualifications:

- Have a Medi-Cal Peer Support Specialist Certification Program certification; have two years of experience working in the behavioral health system; and have completed a DHCS approved peer support supervisory training curriculum.
  OR

- Be a non-peer behavioral health professional (including registered & certified SUD counselors) who has worked in the behavioral health system for a minimum of two years, and has completed a DHCS approved peer support supervisory training;
  OR

- Have a high school diploma or GED, four years of behavioral health direct service experience that may include peer support services; and have completed an approved peer support supervisory training curriculum.

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ENCLOSURE 5 – Annual Reporting Requirements

California Peer Support Specialist Certification Program Annual Reporting Requirements			
Reports must reflect information on certifications occurring within a fiscal year (July 1 – June 30), and are due to DHCS by the December 31st following the end of the fiscal year. DHCS may add additional reporting requirements in subsequent years. Reports must contain the following information:			
1) Number Of Peer Support Specialists Certified:			[field]
2) Number Of Applicants That Did Not Receive Certification:			[field]
3) Number Of Applicants Employed In Peer Services Prior To Certification:			[field]
4) Number Of Applicants Certified In An Area Of Specialization:			
	a) Crisis Services	[field]	
	b) Homeless	[field]	
	c) Forensic	[field]	
	d) Parent, Caregiver and Family Member Peer	[field]	
5) Number Of Certified Peers That Renewed Certification:			[field]
6) Number Of Peer Supervisor Trainings Provided:			[field]
7) (For FY 2021-2022) Number of Applicants that received Certification through Grandparenting Process:			[field]
8) Number of Applicants that received Certification through State Reciprocity:			[field]
9) Peer Support Specialist Demographics			
	a) Age		
	i. 18-25	[field]	
	ii. 26-64	[field]	

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	iii. 65+	[field]
	b) Gender Identity	
	i. Male	[field]
	ii. Female	[field]
	iii. Non-binary	[field]
	c) Race/Ethnicity	
	i. American Indian/Alaskan Native	[field]
	ii. Asian/Pacific Islander	[field]
	iii. Black	[field]
	iv. Hispanic	[field]
	v. White	[field]
	vi. Not Reported	[field]
	d) Proficient Languages (multi-lingual peers may be counted under multiple fields)	
	i. Arabic	[field]
	ii. Armenian	[field]
	iii. Cambodian	[field]
	iv. Chinese (combined Cantonese or Mandarin)	[field]
	v. English	[field]
	vi. Farsi	[field]
	vii. Hmong	[field]
	viii. Korean	[field]
	ix. Russian	[field]

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	x. Spanish	[field]
	xi. Tagalog	[field]
	xii. Vietnamese	[field]

Docusign Envelope ID: 948C42E9-56EC-4586-8C52-922900239C4F

E-Contract Review
Approval as to Form

Department Name: Health Services Agency

Vendor Name: CalMHSA

Contract Description: For the purpose of Medi-Cal Peer support participation

APPROVED AS TO FORM:

Date: 3/18/2025

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Agenda Request Form

File #: 26-0373 **Agenda Date:** 3/24/2026 **Agenda #:** 6.

HEALTH SERVICES AGENCY / MENTAL HEALTH

Requested Action(s)
a) AGREEMENT- Request approval and authorization for the Executive Director and Chairperson to sign Amendment No. 2 to the Participation Agreement 4560-SHB-2023-TC-AM2 (Misc. Agreement 2023-333, as amended by Misc. Agreement 2025-152) with the California Mental Health Services Authority (CalMHSA) for the purpose of utilizing psychiatric hospital beds at the Department of State Hospitals (DSH), thereby amending the term to be extended through 6/30/27

Financial Impact:
Should the Department require a psychiatric bed placement at DSH, cost will be covered using Mental Health Realignment dollars allocated for medically necessary services within Budget Unit 40131, Mental Health. There is no impact to the General Fund.

Background Information:
This is Amendment No. 2 to the Misc. Agreement 2023-333, reviewed and approved by the Board of Supervisors 10/17/23. This Amendment No. 2 adds one more psychiatric bed in the amount of $1,402 for one (1) bed for fiscal year 2026-27.

The Health Services Agency joined CalMHSA in June of 2018. CalMHSA does not deliver services itself but facilitates efficient use of resources by multiple Counties by providing group purchasing power, joint development of RFPs and contracts for services, reduced overhead through sharing of the expenses of administration and reporting and sharing research and strategies. CalMHSA provides its member Counties with the ability to deal jointly with the Department of State Hospitals. CalMHSA, on behalf of Member Counties, functions as the main point of contact and the lead in negotiations of a Memorandum of Understanding for terms and rates for psychiatric bed utilization at the Department of State Hospitals.

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY

PARTICIPATION AGREEMENT AMENDMENT NO. 2

State Hospital Program ("Program")

This Participation Agreement Amendment No. 2 ("Amendment No. 2") amends Agreement No. 4650-SHB-2023-TC ("Agreement"), and all subsequent Amendments ("Amendment") a contract by and between the California Mental Health Service Authority ("CalMHSA") and Tehama County ("Participant"). This Amendment No. 2 shall be effective upon execution by both parties.

Modified Program Term: This Amendment No. 2 modifies the Program Term from June 30, 2026 to June 30, 2027.

Modified Program Funding: This Amendment No. 2 adds one (1) bed in the amount of $1,402 in alignment with the FY 2026-27 LPS Bed Allocation plan, for a total of one (1) bed and a new funding amount of $1,402 the Modified Program Term, which will be invoiced by CalMHSA on July 1, 2026 and due within thirty (30) days of receipt of the invoice.

All other terms or provisions in the Agreement and subsequent Amendments not amended by this Amendment No. 2 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby confirm acceptance of the terms of this Amendment No. 2 by causing their duly authorized officers or representatives to execute this Amendment No. 2 as set out below.

PARTICIPANT: TEHAMA COUNTY

Signed: _____ Name (Printed): Tom Walker

Title: Chairperson, Board of Supervisors Date: _____

Signed: _____ Name (Printed): _____

Title: County Counsel Date: _____

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

Title: Executive Director Date: _____

CalMHSA

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

Title: Executive Director Date: _____

E-Contract Review
Approval as to Form

Department Name: Health Services

Vendor Name: CalMHSA

Contract Description: For the purpose of participating in the State Hospitals Program

APPROVED AS TO FORM:

Date: 03/09/2026

Office of the Tehama County Counsel
Margaret Long, County Counsel

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
COVER SHEET

1. Tehama County ("Participant") desires to participate in the Program identified below.

   Name of Program: **State Hospital Program**

2. California Mental Health Services Authority ("CalMHSA") and Participant acknowledge that the Program will be governed by CalMHSA's Joint Powers Agreement and its Bylaws, and by this participation agreement ("Agreement"). The following exhibits are intended to clarify how the provisions of those documents will be applied to this particular Program.

   ☑ Exhibit A Program Description and Funding

   ☑ Exhibit B General Terms and Conditions

   ☑ Exhibit C County Specific Funding

3. The maximum amount payable under this Agreement per annum is $2,804

4. The first installment for FY23/24 in the amount of $1,402 is due by Participant upon execution of this Agreement.

5. Funds payable under this Agreement are not subject to reversion.

6. The term of the Program is July 1, 2023, through June 30, 2025

7. Authorized Signatures:

CalMHSA

Signed: _____ Name (Printed): Dr. Amie Miller, Psy.D., MFT
Title: Executive Director Date: 11·17·23

Participant: Tehama County

Signed: _____ Name (Printed): Bill Moule
Title: Chairperson, Tehama County Board of Supervisors Date: OCT 17 2023

Signed: _____ Name (Printed): Jayme S. Bottke
Title: Executive Director Date: 9-8-23

Approved as to Form

Signed: _____ Name (Printed): MARGARET LONG
Title: County Counsel – County of Tehama Date: 10/3/23

Participation Agreement
EXHIBIT A – PROGRAM DESCRIPTION AND FUNDING

I. **Name of Program: State Hospital Program**

II. **Term of Program: July 1, 2023- June 30, 2025**

III. **Program Objective and Overview:**

Objective:

The State Hospital Program is focused on streamlining administration and contracting between the Department of State Hospitals and Counties/Cities. In the past, each County was required to negotiate bed rates individually. In addition, due to an ongoing patient waitlist, CalMHSA and Members are interested in exploring facilities to provide alternative placement opportunities.

Overview:

CalMHSA, on behalf of the Members including the above-signed, will function as the main point of contact and the lead in negotiations of a Memorandum of Understanding for terms and rates for psychiatric bed utilization at the Department of State Hospitals. In addition, CalMHSA shall work with the Members to explore and determine the feasibility of local infrastructure projects to serve as alternative facilities to Department of State Hospitals.

IV. **Fees:**

The program fee for the State Hospital Program is $1,402 per bed allocation per county (bed allocation determined by the Department of State Hospitals (DSH). Each county must pay a minimum fee of $1,402 per bed per fiscal year even if the annual bed allocation is zero. Based on June 2023 data provided by DSH, Sutter County is currently allocated an annual bed number of 0 beds, therefore the fee, is $1,402 for fiscal year 2023-2024 and $1,402 for fiscal year 2024-2025 for a total of $2,804. The first installment of $1,402 for FY 23/24 is due to CalMHSA upon execution of this Agreement. The second installment of $1,402 for the FY 24/25 is due on July 1, 2024.

Participation Agreement
EXHIBIT B – GENERAL TERMS AND CONDITIONS

I. Definitions

The following words, as used throughout this Participation 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. Department of State Hospitals (DSH) – Manages the California state hospital system, and provides mental health services to patients admitted into DSH facilities. Facilities overseen by DSH include Atascadero, Coalinga, Metropolitan, Napa, and Patton.

C. Member – A County (or JPA of two or more Counties) that has joined CalMHSA and executed the CalMHSA Joint Powers Agreement.

D. 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 providing for, among other things, PEI Programs.

E. Mental Health Services Division (MHSD) – The Division of the California Department of Health Care Services responsible for mental health functions.

F. Participant – Any County participating in the Program either as Member of CalMHSA or under a Memorandum of Understanding with CalMHSA.

G. Program – The program identified in the Cover Sheet.

II. Responsibilities

A. Responsibilities of CalMHSA:

1. Negotiate Memorandum of Understanding with Department of State Hospitals.
2. Act as the administrative agent for the Program.
3. Manage funds received consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations.
4. Provide regular fiscal reports, as requested, 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. Timely transfer of full funding amount for the Program as specified in Exhibit A, Program Description and Funding, including administrative fee.
2. Provide CalMHSA and any other parties deemed necessary with requested information and assistance in order to fulfill the purpose of the Program.
3. Responsible for any and all assessments, creation of individual case plans, and providing or arranging for services.

4. Cooperate by providing CalMHSA with requested information and assistance in order to fulfill the purpose of the Program.
5. Provide feedback on Program performance.
6. Comply with applicable laws, regulations, guidelines, contractual agreements, JPAs, and bylaws.

III. Duration, Term, and Amendment

A. The term of the Program is for 24 months.

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

IV. Withdrawal, Cancellation, and Termination

A. Participant may withdraw from the Program and terminate the Participation Agreement upon six (6) months' written notice. Notice shall be deemed served on the date of mailing.

B. The withdraw of a Participant from the Program shall not automatically terminate its responsibility for its share of the expense and liabilities of the Program. The contributions of current and past Participants are chargeable for their respective share of unavoidable expenses and liabilities arising during the period of their participation. All funds set forth in this contract shall be deemed to have been earned on the date payment is due in accordance with the provisions hereof and shall be non-refundable in whole or in part under any circumstances (exclusive of overpayments and other manifest errors).

V. Fiscal Provisions

A. Funding required from Participant will not exceed the amount stated in Exhibit A, Program Description and Funding.

B. Payment Terms – Participant shall issue payment to CalMHSA by the first day of each fiscal year; on July 1 for fiscal years 2024-2025, and within thirty days upon execution of this agreement for the fiscal year 2023-2024.

C. In a Multi-County Program, Participants will share the costs of planning, administration, and evaluation in the same proportions as their overall contributions, which are included in the amount stated in Exhibit A, Program Description and Funding.

VI. Limitation of Liability and Indemnification

A. CalMHSA is responsible only for funds as instructed and authorized by participants. Without Participant's instructions and authorization, CalMHSA is not liable for damages beyond the amount of any funds which are identified on the cover page of this Agreement.

B. 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.

VII. Notice

All notices under this Participation Agreement shall be provided 1) by personal delivery, nationally recognized courier service or mailed by U.S. registered or certified mail, return receipt requested, postage prepaid; AND 2) by email. All notices shall be provided to the respective party at the addresses and email addresses set forth below and shall be deemed received upon the relevant party's receipt.

Either party may change its designee for notice by giving notice of the same and their relevant address information.

If to CalMHSA:

Name: Peggy Quarenghi Position: Sr. Corporate Counsel

Address: 1601 Arden Way, Suite 175, Sacramento, CA 95815

Email: contracts@calmhsa.org Telephone: (916) 956-8632

CC Email to Name: Randall Keen, Manatt Email: RKeen@manatt.com

If to Participant: Tehama County

Name: Alexis Ross Position: Assistant Executive Director, Program

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

Email: alexis.ross@tchsa.net Telephone: 530-527-8491 Ext. 3175

CC Email to Name:_____ Email: _____

Participation Agreement for Department of State Hospital Program
EXHIBIT C – COUNTY SPECIFIC FUNDING

I. **Funding Allocation**

RATE	Beds Per Year	FY 2023-25	TOTAL
Yr 1 $1,402	0	$1,402	$1,402
Yr 2 $1,402	0	$1,402	$1,402
			$2,804

Note:

1. **County's bed allocation per year is based on bed count data as of June 26, 2023 provided by DSH.**

E-Contract Review
Approval as to Form

Department Name: Health Services Agency

Vendor Name: CalMHSA

Contract Description: For the purpose of the State Hospital Program

APPROVED AS TO FORM:

Margaret Long

Date: 09/27/2023

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

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

REGULAR AGENDA

45. HEALTH SERVICES AGENCY / MENTAL HEALTH

a) AGREEMENT- Approval and authorization for the Executive Director and Chairperson to sign the Participation Agreement with the California Mental Health Services Authority (CalMHSA) for the purpose of utilizing psychiatric hospital beds at the Department of State Hospitals (DSH) with maximum compensation not to exceed $2,804, effective 7/1/23 and shall terminate 6/30/25.
(Miscellaneous Agreement #2023-333)

Health Services Agency Executive Director Jayme Bottke reviewed the terms of the contract.

In response to Supervisor Hansen, Mrs. Bottke said the $2804 is for the work that is being done to hold us into the bed pool and help to pay for negotiations.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Pati Nolen, Supervisor - District 3
SECONDER:	Candy Carlson, Supervisor - District 2
AYES:	Moule, Hansen, Leach, Nolen, Carlson

b) AGREEMENT- Approval and authorization for the Executive Director to sign the Memorandum of Understanding with the California Mental Health Services Authority (CalMHSA) and the Department of State Hospitals (DSH) for the purchase of psychiatric hospital beds at DSH at the negotiated rates listed on Exhibit 3, effective 7/1/23 and shall terminate 6/30/25.
(Miscellaneous Agreement #2023-334)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Candy Carlson, Supervisor - District 2
SECONDER:	Pati Nolen, Supervisor - District 3
AYES:	Moule, Hansen, Leach, Nolen, Carlson

STATE OF CALIFORNIA)
) ss
COUNTY OF TEHAMA)

I, JENNIFER VISE, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on the 17th day of October, 2023.

DATED: October 30, 2023

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

Docusign Envelope ID: 905CDBFA-8D5E-45DE-B263-B63DC9BF014B

Tehama County

Minutes Certification

File Number: 25-0874 **Enactment Number: MISC. AGR 2025-152**

8. HEALTH SERVICES AGENCY / MENTAL HEALTH 25-0874

a) AGREEMENT- Request approval and authorization for the Executive Director and Chairperson to sign the Amendment No. 1 to the Participation Agreement (Misc. Agreement #2023-333) with the California Mental Health Services Authority (CalMHSA) for the purpose of utilizing psychiatric hospital beds at the Department of State Hospitals (DSH), thereby amending the maximum compensation not to exceed $4,206, effective 7/1/23 and shall be extended through 6/30/26

Enactment No: MISC. AGR 2025-152

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

RESULT: APPROVE

I, SEAN HOUGHTBY, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on 6/10/2025.

Attest: **June 13, 2025**

Date Certified

Docusign Envelope ID: 905CDBFA-8D5E-45DE-B263-B63DC9BF014B

4650-SHB-2023-TC-AM1
State Hospital Beds Program
Tehama County
February 14, 2025

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY

PARTICIPATION AGREEMENT AMENDMENT NO. 1

State Hospital Beds Program ("Program")

This Agreement Amendment No. 1 ("Amendment No. 1") amends Agreement No. 4650-SHB-2023-TC ("Agreement"), a contract by and between the California Mental Health Service Authority ("CalMHSA") and Tehama County ("Participant"). This Amendment shall be effective upon execution by both parties.

Modified Program Term: This Amendment No. 1 modifies the Program Term end date from June 30, 2025 to June 30, 2026.

Modified Program Funding: This Amendment No. 1 adds $1,402 in funding for the Modified Program Term, which will be invoiced by CalMHSA on July 1, 2025 and due within 30 days of receipt of the invoice.

All other terms or provisions in the Agreement not amended by this Amendment No. 1 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby confirm acceptance of the terms of this Amendment No. 1 by causing their duly authorized officers or representatives to execute this Amendment No. 1 as set out below.

PARTICIPANT: TEHAMA COUNTY

Signed: _____ Name (Printed): MATTHEW HANSEN

Title: Chair, Board of Supervisors Date: 06/10/2025

Signed: _____ Name (Printed): _____

Title: County Counsel Date: _____

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

Title: Executive Director Date: 6-10-25

CalMHSA

DocuSigned by:

Signed: _____ Name (Printed): Dr. Amie Miller, Psy.D., LMFT
82E9EFBAB7CC446...

Title: Executive Director Date: 6/17/2025

Docusign Envelope ID: 905CDBFA-8D5E-45DE-B263-B63DC9BF014B

E-Contract Review
Approval as to Form

Department Name: Health Services Agency

Vendor Name: CalMHSA

Contract Description: For the purpose of participation of the State Hospital Bed Program

APPROVED AS TO FORM:

Date: 05/20/2025

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Agenda Request Form

File #: 26-0380 **Agenda Date:** 3/24/2026 **Agenda #:** 7.

SHERIFF'S OFFICE

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Sheriff to sign the Boating Safety and Enforcement Financial Aid Program Agreement through the California Department of Parks and Recreations, Division of Boating and Waterways, to accept reimbursable Financial Aid Funds to fund boating safety and enforcement activities through the Sheriff's Boating Unit for the amount not to exceed $94,427.18, effective 7/1/26 and shall terminate 6/30/27

Financial Impact:
The funds have been budgeted into the FY 26/27 Sheriff's budget as anticipated revenue for the Sheriff's Office's Boating Unit (2024-0450620).

Background Information:
This Financial Aid Program through the California Department of Parks and Recreations, Division of Boating and Waterways has been in place for well over 30+ years to fund the boating unit along with the boating taxes that the county collects. The Boating Safety and Enforcement Financial Aid Program will only reimburse costs strictly allocated to the Boating Unit Activities. The reimbursable funds allowed and budgeted for in the FY26/27 budget are one full time Sergeant salary and additional back-up patrol officers such as a Detective or Deputy listed on the Marine Patrol. The Boating Aid funding also allows for reimbursement funds to be allocated to some of the repairs on the boats, equipment, training, boat fuel, and mileage.

California State Parks Division of Boating and Waterways (DBW) program funding was reduced during the Governor's FY 2025-26 budget allocation, resulting in a decrease in the financial aid available to all Boating Financial Aid Program recipients. DBW previously indicated that the reduction was expected to be temporary. Based on that guidance, Boating Financial Aid Application Resolution No. 2025-101 for FY 2026-27 anticipated an award amount of $133,448.00, consistent with the County's prior funding allocation. However, DBW continues to experience reduced budget allocations, and the County has now been notified that the FY 2026-27 award amount will be $94,427.18.

Boating Safety and Enforcement Financial Aid Program Agreement

This agreement entered into this ***1ST day of July, 2026***, by and between the CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, DIVISION OF BOATING AND WATERWAYS, hereinafter called "Department," and the ***COUNTY OF TEHAMA,*** hereinafter called "Agency";

WITNESSETH

WHEREAS, The Baseline funding outlined in III A. of this agreement is an estimate and contingent upon the approval of the **Governor's Fiscal Year 2026-27 Budget Act**, the Department intends to enter into an agreement with the Agency for the purpose of conducting boating safety and enforcement activities as specified in Title 14, California Code of Regulations, Section 6593.3; and

WHEREAS, the Agency is equipped, staffed, and prepared to provide such services under the terms and conditions set forth in this agreement and in accordance with Title 14, California Code of Regulations, Section 6593 et seq.; and

WHEREAS, pursuant to Title 14, California Code of Regulations, Section 6593.6, the Department is required to enter into an annual agreement with each participating agency; and

NOW, THEREFORE, it is mutually agreed as follows:

I. Applicable Law

Agency shall observe and comply with all applicable federal, state, and county statutes, ordinances, regulations, directives, and laws, including, but not limited to, Harbors and Navigation Code Section 663.7 and Section 6593 et seq. of Title 14, California Code of Regulations. Agreement shall be deemed to be executed within the State of California and construed and governed by the laws of the State of California.

II. Description of Services

Agency shall conduct boating safety and enforcement activities in the jurisdiction of the Agency in consideration of the payments hereinafter set forth.

III. Payments

A. Maximum Amount. The amount the Department shall be obligated to pay for services rendered under this agreement shall not exceed ***$94,427.18*** for the agreement term in full consideration of Agency's performance of the services described in this agreement.

B. Rate of Payment. The Department shall reimburse Agency in accordance with the reimbursement procedures set forth in Title 14, California Code of Regulations Section 6593.9.

C. Submission of Claims. Agency shall submit claims for reimbursement to the Department contact person identified in paragraph V of this contract on a ___monthly **OR** ✓ quarterly basis. **(Please check one)**

D. Failure to Submit Claims. Claims for reimbursement shall be submitted within 60 days following the last day of the reporting period. Pursuant to Title 14, California Code of Regulations 6593.9 (i), the Department may reduce an Agency's allocation by five percent if the Agency exceeds the sixty-day billing period and an additional five percent for every thirty-day period thereafter that the Agency is late in filing a claim.

IV. Records

Agency shall maintain records pursuant to Section 6593.10 of Title 14, California Code of Regulations.

V. Notice

Notice shall be in writing and shall be deemed to have been served when it is deposited in the United States mail, first class postage prepaid, and addressed as follows:

TO DEPARTMENT	***TO AGENCY***
Mr. Zach Mundy	*County of Tehama*
Department of Parks and Recreation	*P.O. Box 729*
Division of Boating and Waterways	*Red Bluff, CA 96080*
715 P Street, 12th floor	
Sacramento, CA 95814	

Either party may change the address to which subsequent notice and/or other communication can be sent by giving written notice designating a change of address to the other party.

VI. Term

This agreement shall be for the term beginning **July 1, 2026**, and ending **June 30, 2027**.

VII. Prior Agreements

All prior agreements regarding this subject matter between Department and Agency are hereby terminated effective June 30 prior to the term beginning date of this agreement.

VIII. Amendment

No amendment or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto.

IX. Termination

Agency may terminate this agreement without cause in writing at any time. The Department may terminate this agreement without cause upon a sixty (60) days written notice served upon the Agency.

X. Special Provisions

A. Agency hereby certifies that the obligations created by this agreement do not violate the provisions of Sections 1090 to 1096 of the Government Code.

B. This agreement shall have no force or effect until signed by the Department, Agency, and approved by the Department of General Services Legal Department, if required.

C. Agency shall continue with the responsibilities of this agreement during any dispute.

D. In the event of an allocation reduction for this program, an equal allotment will be decrease from every participant.

E. Failure by the Agency to comply with the terms of this agreement may jeopardize the Agency's ability to be awarded funding in future funding opportunities offered by the Department of Parks and Recreation.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, DIVISION OF BOATING AND WATERWAYS

By: _____

California Department of Parks and Recreation, Division of Boating and Waterways

Date: _____

"Department"

COUNTY OF TEHAMA

By: _____

Title: Sheriff-Coroner, Dave Kain

Date: _____

"Agency"

RESOLUTION NO. 2025-_101__
A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TEHAMA AUTHORIZING THE TEHAMA COUNTY SHERIFF'S OFFICE TO APPLY FOR AND ACCEPT FUNDING FOR FISCAL YEAR 2026-2027 BOATING SAFETY AND ENFORCEMENT FINANCIAL AID PROGRAM FROM THE STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, DIVISION OF BOATING AND WATERWAYS IN THE AMOUNT OF $133,448.00 AND AUTHORIZATION TO PARTICIPATE IN THE PROGRAM.

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

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

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

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

The foregoing resolution was offered on a motion by Supervisor _____Walker_____, seconded by Supervisor _____Jones_____ and adopted by the following vote of the Board:

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

NOES: None

ABSENT OR NOT VOTING: None

STATE OF CALIFORNIA)
COUNTY OF TEHAMA)

I, Sean Houghtby, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full true and correct copy of a Resolution and Order adopted by the Board of Supervisors on the __25th___ day of _____November_____, 2025.

Dated this __3rd__ day of ___December____, 2025.

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

By _____

E-Contract Review
Approval as to Form

Department Name: Tehama County Sheriff's Office

Vendor Name: California State Parks and Recreation

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

APPROVED AS TO FORM:

Date: 3/24/26

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

Tehama County

Agenda Request Form

File #: 26-0365 **Agenda Date:** 3/24/2026 **Agenda #:** 8.

SHERIFF'S OFFICE

Requested Action(s)
a) TRANSFER OF FUNDS: SHERIFF, B-57 - From CALAIM (2032-4505723), to Contingency (2002-59000), $12,813.75; and from Contingency (2002-59000) to Professional/Special Services (2032-53230), $12,813.75 **(Requires a 4/5's vote)**
Financial Impact:
There is no financial impact on the General Fund. The Sheriff's Office will utilize CALAIM AB133 funds to issue payment to Health Management Associates, Inc.

Background Information:
The California Advancing and Innovating Medi-Cal (CalAIM) Justice Involved Initiative (JI) helps incarcerated people prepare for reentry into their communities. The Tehama County Jail utilized Health Management Associates, Inc. (HMA), a State-approved contractor under the CALAIM Program, to prepare the implementation plan as mandated by the State for inmates to receive these services. The implementation plan that HMA provided has been submitted and approved by the State of California.

HMA is currently working on a new Memorandum of Understanding (MOU) between the Sheriff's Office (SO) and Tehama County Health Services Agency (TCHSA), Request for Proposals (RFP) for Pharmacy Services and Electronic Health Records (EHR), as well as writing job classifications for two new positions needed to move forward into the CALAIM JI future.

The CALAIM AB133 funds will pay the invoice issued by HMA for services listed above that were rendered at the Tehama County Jail during the month of February 2026.

Tehama County Auditor's Office

BUDGET APPROPRIATION INCREASE REQUEST

Auditor Number B-57

DEPARTMENT NAME CALAIM/Jail

Date: 3/11/2026

I am requesting an increase to my budget appropriates as listed below:

Check one [X] **"Previous Year Revenue"** [ ] **"New Revenue"**

Funding Source CALAIM AB133 funds held in fund 581 for payment to HMA for services rendered through February 2026.

****Note*** ***General Fund and Public Safety "MUST" use Contingency when increasing budget***

Increase Revenue Budget

FUND DEPT NO	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
2032	4505723	CALAIM	$ 12,813.75
2002	59000	Contingency	$ 12,813.75
		Total Journal	**$ 25,627.50**

Increase Expenditure Budget

FUND DEPT NO	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
2002	59000	Contingency	$ 12,813.75
2032	53230	Professional/Special Services	$ 12,813.75
		Total Journal	**$ 25,627.50**

TRANSFER APPROVED

3.11.26

SIGNATURE OF REQUESTING OFFICIAL DATE

SANDRA PALMER 3/11/2026

AUDITOR DATE

BOARD OF SUPERVISORS DATE

A-117
07/2018

HEALTH MANAGEMENT ASSOCIATES, INC.

INVOICE

Tehama County Sheriff's Office
Att. Finance
PO Box 729
nbrummond@tehamaso.org
Red Bluff, CA 96080

March 10, 2026
Invoice Number: 211996 - 0000026
Due Date: April 09, 2026

Current Invoice Total $12,813.75

Project: 211996 Tehama County: Medi-Cal DHCS

Professional Services from February 01, 2026 to February 28, 2026

Task: Sheriff

Professional and Consulting Services Rendered:

	Hours	Rate	Fees
[redacted]	4.00	400.00	1,600.00
[redacted]	1.00	400.00	400.00
[redacted]	1.75	350.00	612.50
[redacted]	11.50	260.00	2,990.00
[redacted]	12.50	440.00	5,500.00
[redacted]	9.25	185.00	1,711.25
Total Hours / Fees	40.00		12,813.75
Subtotal Fees			**12,813.75**

Current Invoice Total **$12,813.75**

HMA's preferred method of payment is via ACH:

[redacted]

2501 WOODLAKE CIRCLE, SUITE 100, OKEMOS, MI 48864
TELEPHONE: (517) 482-9236 FAX: (517) 482-0920
EMAIL: ACCOUNTING@HEALTHMANAGEMENT.COM · FEDERAL ID # 38-2599727
WWW.HEALTHMANAGEMENT.COM

On December __, 2024, this Agreement is entered into between the County of Tehama, through its Sheriff's Office and Probation Department, ("County") and Health Management Associates, Inc. ("Contractor") for the purpose of providing consulting and technical assistance to the County.

1. RESPONSIBILITIES OF CONTRACTOR

Contractor shall perform the following responsibilities in addition to the deliverables found in Exhibit "B":

- Consulting and technical assistance on the approach to planning and implementation of pre-release services as well as budget development
- Training regarding CalAIM, the Office of Health Care Services (DHCS) operational guidance, and the required pre-release services
- Consulting and technical assistance on 90-day pre-release eligibility and behavioral health linkage screening
- Consulting and technical assistance for completing the release readiness assessment
- Stakeholder convening, consulting, and technical assistance for reentry coordination and planning
- Consulting and stakeholder engagement for the County Behavioral Health Department, Probation and Sheriff's Office oversight, governance, and project management
- Development of the DHCS required readiness assessment template provided by DHCS, which will focus on new processes required to support the implementation of behavioral health links and includes the following components:
    1. Initial Data Sharing
    2. Data Sharing for Release
    3. Release Planning: follow-up appointments; and transportation
    4. Reentry Professional-to-Professional Clinical Handoff
    5. Follow-up Post Release: post release scheduling; and post-release follow-up
    6. Oversight and Project Management: staffing structure and plan; governance structure for partnerships; and reporting and oversight processes
- Review of medical contracts and recommendations to align with the CalAIM Justice involved Initiative.
- Develop policies and procedures, and process flows in compliance with the operational guidance minimum requirements.
- Training and technical assistance regarding billing, claiming, and pharmacy services.
- Consulting and technical assistance on the operationalization of pre-release services and continuous quality improvement
- Actuarial Analysis of projected revenue from Medi-Cal reimbursement based on 2 years of Correctional Facilities health care encounter data provided the County
- Up to two site visits to Tehama County to develop Implementation Plan and provide TA for Readiness

2. **RESPONSIBILITIES OF THE COUNTY**

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

3. **COMPENSATION**

Contractor shall be paid in accordance with the rates set forth in Exhibit "B", after satisfactorily completing the duties described in this Agreement. The Maximum Compensation payable under this Agreement shall be up to $211,000 for the reasonable value of services in making necessary site visits, analysis, and plans in preparation for this contract and up to $764,000 for other services completed before the end of the term for a total not to exceed $975,000.00. Contractor shall be compensated Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

4. **BILLING AND PAYMENT**

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

5. **TERM OF AGREEMENT**

This agreement shall terminate September 30, 2026, unless terminated in accordance with section 6 below.

6. **TERMINATION OF AGREEMENT**

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

County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased, or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The County's right to terminate this agreement may be exercised by the Sheriff and/or Chief Probation Officer.

7. ENTIRE AGREEMENT; MODIFICATION

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

8. NONASSIGNMENT OF AGREEMENT

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

9. EMPLOYMENT STATUS

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

10. **INDEMNIFICATION**

Each party shall defend, hold harmless, and indemnify the other party, 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 each party), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of each party) 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. Each party shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Each party shall also defend and indemnify the other party 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.

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

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
P.O. Box 729
Red Bluff, CA 96080
(530) 528-8979
dkain@tehamaso.org

Tehama County Probation Department
Attn: Pam Gonzalez, Chief Probation Officer
P.O. Box 99
Red Bluff, CA 96080
(530) 527-4052 ext. 3026
pgonzalez@tcprobation.org

NOTICES TO CONTRACTOR:
Jeff DeVries
Health Management Associates, Inc.
2501 Woodlake Circle, Ste. 100
Okemos, MI 48864
Fax: (517) 482-0920
contracts@healthmanagement.com

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

Tehama County Probation Department
Attn: Finance
P.O. Box 99
Red Bluff, CA 96080
(530) 527-4052 ext. 3028
omorales@tcprobation.org

GRANTS/CONTRACTS TO COUNTY:
Tehama County Sheriff's Office
Attn: Finance
P.O. Box 729
Red Bluff, CA 96080
(530) 528-8979
nbrummond@tehamaso.org

Tehama County Probation Department
Attn: Finance
P.O. Box 99
Red Bluff, CA 96080
(530) 527-4052 ext. 3028
omorales@tcprobation.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. **RESOLUTION OF AMBIGUITIES**:

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

21. **NO THIRD PARTY BENEFICIARIES**:

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

22. **HAZARDOUS MATERIALS**

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

23. **HARASSMENT**

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

Docusign Envelope ID: 13C9274E-5275-4ED5-AD87-FBC51BD9E634

policy may cause termination of this agreement.

24. **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: DEC 17 2024

CHAIRMAN OF BOARD OF SUPERVISORS

Date: 12/31/2024

Dave Kain (Dec 31, 2024 10:29 PST)

DAVE KAIN, SHERIFF

Date: 12-31-24

PLG

PAM GONZALEZ, CHIEF PROBATION OFFICER

HEALTH MANAGEMENT ASSOCIATES, INC.

Date: January 6, 2025 | 9:37 PST

Signed by:
Kelly Johnson
7533E7CBA7A5470...

KELLY JOHNSON, CHIEF ADMINISTRATIVE OFFICER

TBD
Vendor Number

2032-53230
Budget Account Number

2037-53230
Budget Account Number

Standard Form of Agreement – Services adopted 12/08/22

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

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

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

Automobile Liability

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

Workers' Compensation

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

Professional Liability (Contractor/Professional services standard agreement only)

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

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

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

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

Endorsements: Additional Insureds

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

The certificate holder shall be "County of Tehama."

Deductibles and Self-Insured Retentions

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

Primary Insurance Coverage

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

Coverage Cancellation

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

Acceptability of Insurers

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

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

Subcontractors

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

Material Breach

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

Policy Obligations

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

Verification of Coverage

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

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

SHERIFF'S OFFICE DELIVERABLES

Pursuant to the Scope of Services discussed above, we will provide the following deliverables for the **Tehama County Sheriff's Office:**

	Deliverable	Description	Date	Cost
1.	Project Plan	HMA will provide a detailed project plan outlining key task, deliverables, and target time frames.	8/15/2024	$334.00
2.	Gaps Analysis and Plan to Close Gaps in Report Format	HMA consultants will assess Tehama County's current readiness to ensure individuals have health coverage up to 90 days before release and upon release, the county's readiness to provide pre-release services, and billing and claiming for such services. Gaps in readiness and recommendations to close the gaps will be provided in a report. **This information will guide the development of the mandatory implementation plan and budget**. Cost includes 3-day site visit and travel.	TBD based on extension date	$115,681.00
3.	Eight Training Modules	HMA will deliver eight trainings for Sheriff's Office staff, including the Medi-Cal Transformation PATH 3 initiative, reentry services, and billing and claiming.		$10,874.00
4.	Shared, Web-Based Site for Resource Management	HMA will develop and maintain or support a web-based site to share resources with the Sheriff's Office easily.		$1,082.00
5.	Policy and Procedures Manual	HMA will develop a Medi-Cal Transformation PATH 3 policy and procedure manual		$32,420.00
6.	Process Flows	HMA will develop process flows for all reentry services, billing, and claims		$28,704.00
7.	Staffing Structure Recommendations and Job Descriptions	HMA will assess the current staffing structure, make recommendations for staffing, and help create job descriptions, as needed		Included in Gap Analysis

8.	Governance Structure Recommendations	HMA will advise on a sustainable governance structure for the county to design, implement, and ensure ongoing quality pre-release healthcare services	TBD based on extension date	$11,678.00
9.	Development and Submission of Readiness Assessment	HMA will work closely with the Sheriff's Office to develop the plan addressing the DHCS required readiness elements, draft the readiness assessment, submit the readiness assessment and make any required adjustments.		$188,455.00
10	Process and Templates	HMA will work closely with key stakeholders to establish processes and templates to collect and monitor required data, report on DHCS required measures, and implement corrective action plan processes to address operational challenges, if necessary		$26,790.00
11	Continuous Quality Improvement Training and Recommendations	HMA will train Sheriff's Office staff and contractors on continuous quality improvement techniques and provide technical assistance on implementing a comprehensive health and reentry services CQI program		$21,925.00
12	Review of Healthcare Contract and Recommendations	HMA will review the contract with your healthcare vendor and ensure it aligns with the MEDI-CAL TRANSFORMATION JI Initiative mandates. HMA will also provide actuarial services and recommended reimbursement models for your healthcare program.		$21,925.00
13	Actuarial Analysis	An actuarial memorandum including an executive summary, methodology, and discussion and summary of estimated annual Medi-Cal revenue for 90-day pre-release services, along with all corresponding assumptions used under each scenario. This also provides the Tehama County Sheriff's Office the flexibility to change assumptions and review corresponding results.		$26,210
14	Other Support as Needed	Support for additional implementation activities as requested by the Sheriff Dpt.		**$12,500**

PROBATION DELIVERABLES

Pursuant to the Scope of Services discussed above, we will provide the following deliverables for the **Tehama County Probation Department**:

	Deliverable	Description	Date	Cost
1.	Project Plan	HMA will provide a detailed project plan outlining key tasks, deliverables, and target time frames.	15 days after contract execution	$333.00
2.	Gaps Analysis and Plan to Close Gaps in Report Format	HMA consultants will assess Tehama County's current readiness to ensure individuals have health coverage up to 90 days prior to release and upon release, the county's readiness to provide pre- release services, and ensure billing and claiming for such services. Gaps in readiness and recommendations or closing the gaps will be provided in a report. **From this, HMA will lead the Probation's Department in creating the budget and implementation plan design to be submitted to DHCS.**	TBD – Based on Extension of IP Due Date	$110,681.00
3.	8 Training Modules	HMA will deliver 8 trainings for Probation's Department staff, including topics such as the Cal Aim PATH 3 initiative, reentry services, MAT in carceral settings, and billing and claiming.		$10,874.00
4.	Development of a shared, web-based site for resource management	HMA will maintain or support a web-based site to easily share resources with the Probation's Department.		$1,082.00
5.	Policy and Procedures Manual	HMA will develop a Cal AIM PATH 3 Policy and Procedure Manual		$32,420.00
6.	Process Flows	HMA will develop process flows for all reentry services, billing, and claiming.		$28,704.00
7.	Staffing Structure Recommendations and Job Descriptions	HMA will assess the current staffing structure, make recommendations for staffing, and help create job descriptions, as needed		Included in Gaps Analysis
8.	Governance Structure Recommendations	HMA will advise on a sustainable governance structure for the county to design, implement, and ensure ongoing quality pre-release healthcare services		$11,678.00
9.	Development and Submission of Readiness Assessment	HMA will work closely with the Probation Department to develop the plan addressing the DHCS required readiness elements, draft the readiness assessment, submit the readiness assessment and make any required adjustments.		$171,530.00

10.	Process and templates for the established process to collect, monitor, and report on DHCS required measures, including corrective action processes to address operational challenges.	HMA will work closely with key stakeholders to establish processes and templates to collect required data and implement corrective action plans if necessary.		$26,790.00
11.	Continuous Quality Improvement Training and Recommendations	HMA will train the Probation Department staff and contractors on continuous quality improvement (CQI) techniques and provide technical assistance on implementing a comprehensive health and reentry services CQI program.		$21,925.00
12.	Provide recommendations regarding the delivery of healthcare services and associated agreements to align with CalAIM requirements	HMA will review the contract with your healthcare vendor and ensure it aligns with the CAL AIM JI Initiative mandates. HMA will also provide actuarial services and recommended reimbursement models for your healthcare program.		$21,925.00
13.	Actuarial Analysis	An actuarial memorandum including an executive summary, methodology, and discussion and summary of estimated annual Medi-Cal revenue for 90-day pre- release services, along with all corresponding assumptions used under each scenario. This also provides the Tehama County Probation Office the flexibility to change assumptions and review corresponding results.		$26,210
14	Other Support as Needed	Support for additional implementation activities as requested by the Probation Dpt.		$12,261

STAFFING

John Volpe will serve as the project director and Tara Kelly will serve as project manager. Both will ensure timely completion of deliverables, coordinate team activities, and provide consistent communication with the Tehama County Agencies. Julie White, Daniel Dean, Rebekah Kharrazi, Christina Kadelski, and Jessica Perillo will be the primary staff on this project. Additional HMA staff will provide services for the project as appropriate. Short biographies for the individuals working on this project and an overview of HMA are provided at the end of this letter.

TERM OF AGREEMENT

This Agreement will begin on June 1, 2024, and shall continue in effect until September 30, 2026, unless terminated earlier by either party giving the other party thirty (30) days' written notice of termination. If this Agreement is terminated by a party's written notice of termination, you agree to compensate

HMA for all services rendered prior to HMA's actual knowledge of termination and for all out-of-pocket expenses incurred to date. The staffing arrangements and the scope of work stated in this letter apply to this project only.

PROJECT FEES

The services described above will be provided on a time-and-materials basis for a total of $975,000. In addition, all out-of-pocket expenses will be reimbursed. Professional hourly rates and travel time will be billed as indicated in the table below. Project fees will not be incurred beyond the ascribed amount without your prior approval and a written amendment to this agreement signed by both parties. Finally, we will submit invoices monthly for services provided in the previous month. These invoices will be payable upon receipt.

Title	HMA 2024 Professional Hourly Rates	2024 Travel Time Rates
Principal Actuarial	$495	N/A
Physician Principal	$470	$293
Managing Director	$410	$255
Managing Principal	$410	$255
Principal	$400	$250
Associate Principal	$360	$225
Senior Consultant	$315	$203
Consultant Actuary	$280	N/A
Consultant 1	$240	N/A
Consultant/ Associate	$210	$140
Research Associate	$165	$108
Project Manager	$135	$85
Clerical and Admin	$120	$60

HMA billing rates increase on January 1 of each calendar year unless agreed otherwise in writing.

CONFIDENTIALITY, NON-DISCLOSURE, CONFLICTS AND GENERAL TERMS

HMA often serves multiple clients within a certain industry or market, including those with potentially opposing interests, and HMA's relationship with you will not be an exclusive relationship. Accordingly, HMA may have served, may currently be serving, or may in the future serve, other companies whose interests may be adverse to yours. In all such situations, HMA is committed to maintaining the confidentiality of each client's information, and ensuring that your interests, proprietary and otherwise, are protected. To that end, HMA strictly adheres to our Policy and Guidelines Related to Conflicts of Interest and Proprietary Information which contain nondisclosure procedures (such as firewall protocols and other safeguards) to maintain each client's confidential information and ensure that your interests are protected.

Both parties acknowledge that, while performing work under this Agreement, a party may learn of or receive confidential, trade secret, or other proprietary information concerning the other party or third parties to whom the party is obligated to confidentiality (Confidential Information). Each party agrees to take at least such reasonable precautions to protect the other party's Confidential Information as it takes to protect its own Confidential Information and agrees to not disclose to any third party any Confidential Information belonging to the other party.

All services will be performed by HMA as an independent contractor. This Agreement does not create a relationship between the parties of employment, joint venture, or agency. You agree that, for a period of two (2) years from the date of termination of this Agreement, neither you nor any of your representatives will entice away, solicit for employment, or employ any current or former employee of HMA without the express written consent of HMA. With prior notice, HMA may change the staff assigned to provide the Consulting Services with staff of equal abilities and qualifications. HMA may enter into subcontractor agreements for the performance of the services.

Attached are our standard terms and conditions for the provision of services ("Terms and Conditions"), which are incorporated into this Letter Agreement. This Letter Agreement and the Terms and conditions will constitute the entire agreement between HMA and Tehama County related to the project described above. We are happy to discuss the proposed services and terms with you or provide any additional information you may require. The proposed services, staffing arrangements, and this Letter Agreement are valid for sixty days from the date of HMA's signature, after which the project fees and staff availability may be subject to change.

E-Contract Review
Approval as to Form

Department Name: Probation/TCSO

Vendor Name: Health Management Associates, Inc.

Document Description: Agreement for consulting for pre-release services (CalAIM)

APPROVED AS TO FORM:

Date: 12/3/24

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

Tehama County

Minutes Certification

File Number: 24-2213 **Enactment Number: MISC. AGR 2024-378**

15. SHERIFF'S OFFICE / PROBATION DEPARTMENT - Sheriff Dave Kain and Chief Probation Officer Pam Gonzalez **24-2213**

a) AGREEMENT - Approval and authorization for the Chairman to sign the agreement with Health Management Associates, Inc., to provide consulting and technical assistance related to PATH Round 3 funding and CalAIM implementation for both correctional facilities, the Jail and Juvenile Detention Facility, set forth in Exhibit "B" with maximum compensation not to exceed $975,000, effective 6/1/24 and shall terminate 9/30/26 *(Subject to receipt of insurance documentation).*

Sheriff Dave Kain and Chief Probation Officer Pam Gonzalez explained the benefits of the departments coming together regarding the CalAIM agreement and discussed the mandate and grant funding.

In response to Supervisor Moule, Mr. Kain explained the departments overlapping responsibilities and process.

In response to Supervisor Moule, Ms. Gonzalez explained the intent of CalAIM agreement regarding services for an incarcerated persons.

RESULT: APPROVED
MOVER: Pati Nolen
SECONDER: Candy Carlson
AYES: Supervisor Moule, Supervisor Carlson, Supervisor Nolen, Vice Chair Hansen, and Chairperson Leach
Enactment No: MISC. AGR 2024-378

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

Tehama County

Agenda Request Form

File #: 26-0288 **Agenda Date:** 3/24/2026 **Agenda #:** 9.

ADMINISTRATION

Requested Action(s)

a) Declare the following vehicles to be surplus County property:

1) PUBLIC WORKS - 1997 Ford F800 Aerial Boom Truck, VIN #1FDXF80E0VVA28734, County Inventory #20074, Stock #145
2) PUBLIC WORKS - 2007 Chevrolet Trailblazer, VIN #1GNDS13S272211107, County Inventory #26809, Stock #626
3) PUBLIC WORKS - 2009 Ford F-250, VIN #1FTSX21YX9EA70500, County inventory #28369, Stock #918
4) FIRE - 2003 Chevrolet Tahoe, VIN #1GNEK13V03J289061, County Inventory #29546, Stock #39C03
5) FIRE - 2002 Ford F-250, VIN #1FDNF20L52ED40644, County Inventory #23741, Stock #09C01

b) Declare the following equipment to be surplus County property:

1) PUBLIC WORKS - 1999 Gilcrest Pro Paver, Serial #2925, County Inventory #22681, Stock #799
2) PUBLIC WORKS - 1980 DYNAPAC CC42A Roller, Serial #780-90N50868, County Inventory #10461, Stock #633

c) Request authorization for Administration/Purchasing to dispose of the property in the manner that provides the highest possible return to the County

Financial Impact:

All proceeds will be deposited in their respective budget unit(s).

Background Information:

The County has a contract with BidCal.com for auction services. Property that may not be suitable for the auction will be offered to the highest bidder through an information bid process.

TEHAMA COUNTY

EQUIPMENT INVENTORY REPORT

TO AUDITOR

Fund/Dept # 3011 **DEPARTMENT NAME** ROAD

GENERAL INFORMATION

All parts of this section must be completed

County Tag #	DESCRIPTION	MFG/SERIAL/VIN #	ACQ. VALUE
20074	1997 FORD F800 BOOM TRUCK	1FDXF80E0VVA28734	$96,713.76

PURCHASE

DATE PURCHASED *(required)*	VENDOR/SELLER	DEPT. LOCATION
3/3/1997	ALTEC	GERBER

DONATION

DATE DONATED	NAME OF DONOR

Purchasing Approval for Vehicle Transactions

County Stock #	Initials / Date
145	

TRANSFER

DATE IN	FROM (Department)	DATE OUT	TO (Department)

DELETION

Must be approved by Board of Supervisors

(X)	Disposition	Date
	Junked no vehicles or computer monitors *(enter date item was discarded)*	
	Sent to County Sale *(enter date picked up by Maint)*	
	Vehicle Sale/Auction *(send A-100 to Purchasing)*	
	Sold to	
	Traded in	
	Stolen *(enter date reported to law enforcement)*	
	Move to Misc. List per Value Reduction	
	Other *(explain)*	

BOARD APPROVAL

Prepared by: Matt Sibo **Date:** 2-24-26

Authorized Department Representative

Form A-100, 10/04 Rev 2

COUNTY OF TEHAMA

NOTICE OF SURPLUS VEHICLE

ROAD	20074
Department	*Inventory (County Tag) No.*
1997 FORD F800 BOOM TRUCK	59,476
Year / Make / Model	*Odometer Reading*
1FDXF80E0VVA28734	42029
VIN	*License No.*

N/A
Last Smog Date

IF THE VEHICLE CANNOT PASS SMOG INSPECTION, CHECK HERE: ☐

CAN THE VEHICLE BE DRIVEN? Yes [X] No [ ]

ARE THERE ANY KNOWN MECHANICAL DEFECTS? Yes [ ] No [X] *IF YES, WHAT SPECIFICALLY IS WRONG WITH THE VEHICLE?* _____

REPAIR ESTIMATE: $ _____ Attach a copy of the estimate to this form.

WHERE IS THE VEHICLE PARKED? GERBER YARD

WHO CAN BE CONTACTED FOR MORE INFORMATION ON THIS VEHICLE?

MATT SILVERA	530-385-1462	msilvera@tcpw.ca.gov
Name	*Phone No.*	*E-Mail Address*

PLEASE REMOVE ALL COUNTY PROPERTY, INCLUDING GAS CARDS, PERSONAL PROPERTY AND TRASH FROM THE VEHICLE BEFORE RETURNING THIS FORM TO COUNTY ADMINISTRATION

Check the Back Seat, Beneath the Seats, the Trunk or Bed, and the Glove Box

I PERSONALLY CHECKED THIS VEHICLE AND CERTIFY THAT NOTHING REMAINS IN THE VEHICLE OTHER THAN THE OWNER'S MANUAL, SPARE TIRE AND JACK.

Matt Silvera	Matt Silv	2-24-26
Printed Name	*Signature*	*Date*

RETURN THIS FORM TO TEHAMA COUNTY ADMINISTRATION, ATTN: JUSTIN HONEA, ALONG WITH A COMPLETED & SIGNED A-100 DELETION FORM.

If you have questions, contact Justin Honea, 527-4655 ext. 3007, jhonea@co.tehama.ca.us

RM 02/02/10

TEHAMA COUNTY

EQUIPMENT INVENTORY REPORT

TO AUDITOR

Fund/Dept # 3011 **DEPARTMENT NAME** ROAD

GENERAL INFORMATION

All parts of this section must be completed

County Tag #	DESCRIPTION	MFG/SERIAL/VIN #	ACQ. VALUE
10461	1980 DYNAPAC MODEL CC42A ROLLER	CC42A 780	$71,304.00

PURCHASE

DATE PURCHASED *(required)*	VENDOR/SELLER	DEPT. LOCATION
1/1/1981		GERBER

DONATION

DATE DONATED	NAME OF DONOR

Purchasing Approval for Vehicle Transactions	
County Stock #	Initials / Date
633	

TRANSFER

DATE IN	FROM (Department)	DATE OUT	TO (Department)

DELETION

Must be approved by Board of Supervisors

(X)	Disposition	Date
	Junked no vehicles or computer monitors *(enter date item was discarded)*	
	Sent to County Sale *(enter date picked up by Maint)*	
	Vehicle Sale/Auction *(send A-100 to Purchasing)*	
	Sold to	
	Traded in	
	Stolen *(enter date reported to law enforcement)*	
	Move to Misc. List per Value Reduction	
	Other *(explain)*	

BOARD APPROVAL

Prepared by: Matt [illegible] **Date:** 2-24-26

Authorized Department Representative

Form A-100, 10/04 Rev 2

COUNTY OF TEHAMA

NOTICE OF SURPLUS VEHICLE

ROAD	10461
Department	*Inventory (County Tag) No.*
1980 DYNAPAC CC42A	1188 HOURS
Year / Make / Model	*Odometer Reading*
CC42A780	N/A
VIN	*License No.*

N/A
Last Smog Date

IF THE VEHICLE CANNOT PASS SMOG INSPECTION, CHECK HERE: ☐

CAN THE VEHICLE BE DRIVEN? Yes [X] No [ ]

ARE THERE ANY KNOWN MECHANICAL DEFECTS? Yes [ ] No [X] *IF YES, WHAT SPECIFICALLY IS WRONG WITH THE VEHICLE?*

REPAIR ESTIMATE: $ _____ Attach a copy of the estimate to this form.

WHERE IS THE VEHICLE PARKED? GERBER YARD

WHO CAN BE CONTACTED FOR MORE INFORMATION ON THIS VEHICLE?

MATT SILVERA	530-385-1462	msilvera@tcpw.ca.gov
Name	*Phone No.*	*E-Mail Address*

PLEASE REMOVE ALL COUNTY PROPERTY, INCLUDING GAS CARDS, PERSONAL PROPERTY AND TRASH FROM THE VEHICLE BEFORE RETURNING THIS FORM TO COUNTY ADMINISTRATION

Check the Back Seat, Beneath the Seats, the Trunk or Bed, and the Glove Box

I PERSONALLY CHECKED THIS VEHICLE AND CERTIFY THAT NOTHING REMAINS IN THE VEHICLE OTHER THAN THE OWNER'S MANUAL, SPARE TIRE AND JACK.

Matt Silvera	Matt Silva	2-24-26
Printed Name	*Signature*	*Date*

RETURN THIS FORM TO TEHAMA COUNTY ADMINISTRATION, ATTN: JUSTIN HONEA, ALONG WITH A COMPLETED & SIGNED A-100 DELETION FORM.

If you have questions, contact Justin Honea, 527-4655 ext. 3007, jhonea@co.tehama.ca.us

RM 02/02/10

TEHAMA COUNTY

EQUIPMENT INVENTORY REPORT

TO AUDITOR

Fund/Dept # 3011 **DEPARTMENT NAME** ROAD

GENERAL INFORMATION

All parts of this section must be completed

County Tag #	DESCRIPTION	MFG/SERIAL/VIN #	ACQ. VALUE
26809	2007 CHEVY TRAILBLAZER	1GNDS13S272211107	$23,047.37

PURCHASE

DATE PURCHASED *(required)*	VENDOR/SELLER	DEPT. LOCATION
2/1/2007	HELSER CHEVROLET	GERBER

DONATION

DATE DONATED	NAME OF DONOR

Purchasing Approval for Vehicle Transactions	
County Stock #	Initials / Date
le 2le	

TRANSFER

DATE IN	FROM (Department)	DATE OUT	TO (Department)

DELETION

Must be approved by Board of Supervisors

(X)	Disposition	Date
	Junked no vehicles or computer monitors *(enter date item was discarded)*	
	Sent to County Sale *(enter date picked up by Maint)*	
	Vehicle Sale/Auction *(send A-100 to Purchasing)*	
	Sold to	
	Traded in	
	Stolen *(enter date reported to law enforcement)*	
	Move to Misc. List per Value Reduction	
	Other *(explain)*	

BOARD APPROVAL

Prepared by: Matt Sikes
Authorized Department Representative

Date: 2-24-26

Form A-100, 10/04 Rev 2

COUNTY OF TEHAMA

NOTICE OF SURPLUS VEHICLE

ROAD	26809
Department	*Inventory (County Tag) No.*
2007 CHEVROLET TRAILBLAZER	187,854
Year / Make / Model	*Odometer Reading*
1GNDS13S272211107	1260114
VIN	*License No.*

N/A
Last Smog Date

IF THE VEHICLE CANNOT PASS SMOG INSPECTION, CHECK HERE: [X]

CAN THE VEHICLE BE DRIVEN? Yes [X] No [ ]

ARE THERE ANY KNOWN MECHANICAL DEFECTS? Yes [ ] No [X] *IF YES, WHAT SPECIFICALLY IS WRONG WITH THE VEHICLE?*

REPAIR ESTIMATE: $ _____ Attach a copy of the estimate to this form.

WHERE IS THE VEHICLE PARKED? GERBER YARD

WHO CAN BE CONTACTED FOR MORE INFORMATION ON THIS VEHICLE?

MATT SILVERA	530-385-1462	msilvera@tcpw.ca.gov
Name	*Phone No.*	*E-Mail Address*

PLEASE REMOVE ALL COUNTY PROPERTY, INCLUDING GAS CARDS, PERSONAL PROPERTY AND TRASH FROM THE VEHICLE BEFORE RETURNING THIS FORM TO COUNTY ADMINISTRATION

Check the Back Seat, Beneath the Seats, the Trunk or Bed, and the Glove Box

I PERSONALLY CHECKED THIS VEHICLE AND CERTIFY THAT NOTHING REMAINS IN THE VEHICLE OTHER THAN THE OWNER'S MANUAL, SPARE TIRE AND JACK.

Matt Silvera	Matt Silv	2-24-26
Printed Name	*Signature*	*Date*

RETURN THIS FORM TO TEHAMA COUNTY ADMINISTRATION, ATTN: JUSTIN HONEA, ALONG WITH A COMPLETED & SIGNED A-100 DELETION FORM.

If you have questions, contact Justin Honea, 527-4655 ext. 3007, jhonea@co.tehama.ca.us

RM 02/02/10

TEHAMA COUNTY

EQUIPMENT INVENTORY REPORT

TO AUDITOR

Fund/Dept # 3011 **DEPARTMENT NAME** ROAD

GENERAL INFORMATION

All parts of this section must be completed

County Tag #	DESCRIPTION	MFG/SERIAL/VIN #	ACQ. VALUE
22681	1999 GILCREST PRO PAVER	2925	$69,550.00

PURCHASE

DATE PURCHASED *(required)*	VENDOR/SELLER	DEPT. LOCATION
5/9/2001	VALLEY PAVING	GERBER

DONATION

DATE DONATED	NAME OF DONOR

Purchasing Approval for Vehicle Transactions	
County Stock #	Initials / Date
799	

TRANSFER

DATE IN	FROM (Department)	DATE OUT	TO (Department)

DELETION

Must be approved by Board of Supervisors

(X)	Disposition	Date
	Junked no vehicles or computer monitors *(enter date item was discarded)*	
	Sent to County Sale *(enter date picked up by Maint)*	
	Vehicle Sale/Auction *(send A-100 to Purchasing)*	
	Sold to	
	Traded in	
	Stolen *(enter date reported to law enforcement)*	
	Move to Misc. List per Value Reduction	
	Other *(explain)*	

BOARD APPROVAL

Prepared by: Matt [illegible]
Authorized Department Representative

Date: 2-24-26

Form A-100, 10/04 Rev 2

COUNTY OF TEHAMA

NOTICE OF SURPLUS VEHICLE

ROAD	22681
Department	*Inventory (County Tag) No.*
1999 GILCREST PRO PAVER	1,917 HOURS
Year / Make / Model	*Odometer Reading*
2925	N/A
VIN	*License No.*

N/A
Last Smog Date

IF THE VEHICLE CANNOT PASS SMOG INSPECTION, CHECK HERE: ☐

CAN THE VEHICLE BE DRIVEN? Yes [X] No [ ]

ARE THERE ANY KNOWN MECHANICAL DEFECTS? Yes [ ] No [X] *IF YES, WHAT SPECIFICALLY IS WRONG WITH THE VEHICLE?*

REPAIR ESTIMATE: $ _____ Attach a copy of the estimate to this form.

WHERE IS THE VEHICLE PARKED? GERBER YARD

WHO CAN BE CONTACTED FOR MORE INFORMATION ON THIS VEHICLE?

MATT SILVERA	530-385-1462	msilvera@tcpw.ca.gov
Name	*Phone No.*	*E-Mail Address*

PLEASE REMOVE ALL COUNTY PROPERTY, INCLUDING GAS CARDS, PERSONAL PROPERTY AND TRASH FROM THE VEHICLE BEFORE RETURNING THIS FORM TO COUNTY ADMINISTRATION

Check the Back Seat, Beneath the Seats, the Trunk or Bed, and the Glove Box

I PERSONALLY CHECKED THIS VEHICLE AND CERTIFY THAT NOTHING REMAINS IN THE VEHICLE OTHER THAN THE OWNER'S MANUAL, SPARE TIRE AND JACK.

Matt Silvera	Matt Silv	2-24-26
Printed Name	*Signature*	*Date*

RETURN THIS FORM TO TEHAMA COUNTY ADMINISTRATION, ATTN: JUSTIN HONEA, ALONG WITH A COMPLETED & SIGNED A-100 DELETION FORM.

If you have questions, contact Justin Honea, 527-4655 ext. 3007, jhonea@co.tehama.ca.us

RM 02/02/10

TEHAMA COUNTY

EQUIPMENT INVENTORY REPORT

TO AUDITOR

Fund/Dept # 3011 **DEPARTMENT NAME** ROAD

GENERAL INFORMATION

All parts of this section must be completed

County Tag #	DESCRIPTION	MFG/SERIAL/VIN #	ACQ. VALUE
28369	2009 FORD F250 4X4	1FTSX21YX9EA70500	$24,846.71

PURCHASE

DATE PURCHASED *(required)*	VENDOR/SELLER	DEPT. LOCATION
4/3/2009	SAN FRANCISCO FORD	GERBER

DONATION

DATE DONATED	NAME OF DONOR

Purchasing Approval for Vehicle Transactions

County Stock #	Initials / Date
918	

TRANSFER

DATE IN	FROM (Department)	DATE OUT	TO (Department)

DELETION

Must be approved by Board of Supervisors

(X)	Disposition	Date
	Junked no vehicles or computer monitors *(enter date item was discarded)*	
	Sent to County Sale *(enter date picked up by Maint)*	
	Vehicle Sale/Auction *(send A-100 to Purchasing)*	
	Sold to	
	Traded in	
	Stolen *(enter date reported to law enforcement)*	
	Move to Misc. List per Value Reduction	
	Other *(explain)*	

BOARD APPROVAL

Prepared by: Matt Silva **Date:** 2-24-26

Authorized Department Representative

Form A-100, 10/04 Rev 2

COUNTY OF TEHAMA

NOTICE OF SURPLUS VEHICLE

ROAD	28369
Department	*Inventory (County Tag) No.*
2009 FORD F250 4X4	200,773
Year / Make / Model	*Odometer Reading*
1FTSX21YX9EA70500	1319303
VIN	*License No.*

N/A
Last Smog Date

IF THE VEHICLE CANNOT PASS SMOG INSPECTION, CHECK HERE: [X]

CAN THE VEHICLE BE DRIVEN? Yes [X] No [ ]

ARE THERE ANY KNOWN MECHANICAL DEFECTS? Yes [X] No [ ] *IF YES, WHAT SPECIFICALLY IS WRONG WITH THE VEHICLE?* **THE ECM IS NOT FUNCTIONING PROPERLY AND THERE IS NO REPLACEMENT AVAILABLE.**

REPAIR ESTIMATE: $ _____ Attach a copy of the estimate to this form.

WHERE IS THE VEHICLE PARKED? **GERBER YARD**

WHO CAN BE CONTACTED FOR MORE INFORMATION ON THIS VEHICLE?

MATT SILVERA	530-385-1462	msilvera@tcpw.ca.gov
Name	*Phone No.*	*E-Mail Address*

PLEASE REMOVE ALL COUNTY PROPERTY, INCLUDING GAS CARDS, PERSONAL PROPERTY AND TRASH FROM THE VEHICLE BEFORE RETURNING THIS FORM TO COUNTY ADMINISTRATION

Check the Back Seat, Beneath the Seats, the Trunk or Bed, and the Glove Box

I PERSONALLY CHECKED THIS VEHICLE AND CERTIFY THAT NOTHING REMAINS IN THE VEHICLE OTHER THAN THE OWNER'S MANUAL, SPARE TIRE AND JACK.

Matt Silvera	Matt Silvera	2-24-26
Printed Name	*Signature*	*Date*

RETURN THIS FORM TO TEHAMA COUNTY ADMINISTRATION, ATTN: JUSTIN HONEA, ALONG WITH A COMPLETED & SIGNED A-100 DELETION FORM.

If you have questions, contact Justin Honea, 527-4655 ext. 3007, jhonea@co.tehama.ca.us

RM 02/02/10

TEHAMA COUNTY

EQUIPMENT INVENTORY REPORT

TO AUDITOR

Fund/Dept # 2042 **DEPARTMENT NAME** FIRE

GENERAL INFORMATION

All parts of this section must be completed

County Tag #	DESCRIPTION	MFG/SERIAL/VIN #	ACQ. VALUE
29546	2003 Chevy Tahoe	1GNEK13V03J289061	

PURCHASE

DATE PURCHASED *(required)*	VENDOR/SELLER	DEPT. LOCATION

DONATION

DATE DONATED	NAME OF DONOR

Purchasing Approval for Vehicle Transactions

County Stock #	Initials / Date
39C03	

TRANSFER

DATE IN	FROM (Department)	DATE OUT	TO (Department)

DELETION

Must be approved by Board of Supervisors

(X)	Disposition	Date
	Junked *(enter date item was discarded)*	
	Sent to County Sale *(enter date picked up by Maint)*	
	Sold to	
	Traded in	
	Stolen *(enter date reported to law enforcement)*	
	Move to Misc. List per Value Reduction	
X	To Sell Bid Cal Auction	TBD

BOARD APPROVAL

Prepared by: _____ ***Date:*** 2-25-2026

Authorized Department Representative

_____ ***Date:*** _____

Authorized Department Representative

Form A-100, 10/04 Rev 2

COUNTY OF TEHAMA

NOTICE OF SURPLUS VEHICLE

Tehama County Fire
Department

3C3
Inventory (County Tag) No.

2003 Chevy Tahoe
Year / Make / Model

203593
Odometer Reading

1GNEK13V03J289061
VIN

1315251
License No.

4/28/25
Last Smog Date

IF THE VEHICLE CANNOT PASS SMOG INSPECTION, CHECK HERE: ☐

CAN THE VEHICLE BE DRIVEN? Yes ☑ No ☐

ARE THERE ANY KNOWN MECHANICAL DEFECTS? Yes ☐ No ☐ IF YES, WHAT SPECIFICALLY IS WRONG WITH THE VEHICLE? A.B.S light on, Parking brake light on, cracked windshield, door ajar light on.

REPAIR ESTIMATE: $ _____ Attach a copy of the estimate to this form.

WHERE IS THE VEHICLE PARKED? _____

WHO CAN BE CONTACTED FOR MORE INFORMATION ON THIS VEHICLE?

Name | Phone No. | E-Mail Address

PLEASE REMOVE ALL COUNTY PROPERTY, INCLUDING GAS CARDS, COUNTY LOGOS OR PLACARDS, AND TRASH FROM THE VEHICLE BEFORE RETURNING THIS FORM TO COUNTY ADMINISTRATION.

Check the Back Seat, Beneath the Seats, the Trunk or Bed, and the Glove Box

I PERSONALLY CHECKED THIS VEHICLE AND CERTIFY THAT NOTHING REMAINS IN THE VEHICLE OTHER THAN THE OWNER'S MANUAL, SPARE TIRE AND JACK.

DAVID HAUGEN — Printed Name
Signature
2/10/25 — Date

RETURN THIS FORM TO TEHAMA COUNTY ADMINISTRATION, ATTN: SUE AMPI, ALONG WITH A COMPLETED & SIGNED A-100 DELETION FORM.

If you have questions, contact Sue Ampi, 527-4655 ext. 3013, sampi@co.tehama.ca.us

RM 02/02/10

TEHAMA COUNTY

EQUIPMENT INVENTORY REPORT

TO AUDITOR

Fund/Dept # 2042 **DEPARTMENT NAME** FIRE

GENERAL INFORMATION

All parts of this section must be completed

County Tag #	DESCRIPTION	MFG/SERIAL/VIN #	ACQ. VALUE
23741	2002 F250 Ford Truck	1FDNF20L52ED40644	

PURCHASE

DATE PURCHASED *(required)*	VENDOR/SELLER	DEPT. LOCATION

DONATION

DATE DONATED	NAME OF DONOR

Purchasing Approval for Vehicle Transactions

County Stock #	Initials / Date
09C01	

TRANSFER

DATE IN	FROM (Department)	DATE OUT	TO (Department)

DELETION

Must be approved by Board of Supervisors

(X)	Disposition	Date
	Junked *(enter date item was discarded)*	
	Sent to County Sale *(enter date picked up by Maint)*	
	Sold to	
	Traded in	
	Stolen *(enter date reported to law enforcement)*	
	Move to Misc. List per Value Reduction	
X	To Sell Bid Cal Auction	TBD

BOARD APPROVAL

Prepared by: _____ **Date:** 2-25-2026

Authorized Department Representative

_____ **Date:** _____

Authorized Department Representative

Form A-100, 10/04 Rev 2

COUNTY OF TEHAMA

NOTICE OF SURPLUS VEHICLE

Tehama County Fire — Department

9C1 23741 — Inventory (County Tag) No.

2002 Ford F250 — Year / Make / Model

167868 — Odometer Reading

1FDNF20L52ED40644 — VIN

111037 — License No

2024 — Last Smog Date

IF THE VEHICLE CANNOT PASS SMOG INSPECTION, CHECK HERE: ☐

CAN THE VEHICLE BE DRIVEN? Yes ☑ No ☐

ARE THERE ANY KNOWN MECHANICAL DEFECTS? Yes ☐ No ☑ IF YES, WHAT SPECIFICALLY IS WRONG WITH THE VEHICLE? _____

REPAIR ESTIMATE: $ _____ Attach a copy of the estimate to this form.

WHERE IS THE VEHICLE PARKED? _____

WHO CAN BE CONTACTED FOR MORE INFORMATION ON THIS VEHICLE?

_____

Name | Phone No | E-Mail Address

PLEASE REMOVE ALL COUNTY PROPERTY, INCLUDING GAS CARDS, COUNTY LOGOS OR PLACARDS, AND TRASH FROM THE VEHICLE BEFORE RETURNING THIS FORM TO COUNTY ADMINISTRATION.

Check the Back Seat, Beneath the Seats, the Trunk or Bed, and the Glove Box

I PERSONALLY CHECKED THIS VEHICLE AND CERTIFY THAT NOTHING REMAINS IN THE VEHICLE OTHER THAN THE OWNER'S MANUAL, SPARE TIRE AND JACK.

DAVID HAUGEN — Printed Name

Signature

2/10/26 — Date

RETURN THIS FORM TO TEHAMA COUNTY ADMINISTRATION, ATTN: SUE AMPI, ALONG WITH A COMPLETED & SIGNED A-100 DELETION FORM.

If you have questions, contact Sue Ampi, 527-4655 ext. 3013, sampi@co.tehama.ca.us

RM 02/02/10

Tehama County

Agenda Request Form

File #: 26-0394 **Agenda Date:** 3/24/2026 **Agenda #:** 10.

APPROVAL OF MINUTES

Requested Action(s)
a) Waive the reading and approve the minutes of the regular meetings held:

1) 3/3/26
2) 3/10/26

Financial Impact:
None.

Background Information:
None.

Tehama County
Tuesday, March 3, 2026 9:00 AM
Board of Supervisors
Meeting Minutes

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

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

Gabriel Hydrick
Chief Administrator

Margaret Long
County Counsel

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

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

9:00 AM CALL TO ORDER / PLEDGE OF ALLEGIANCE

Chairman Walker presided. Present in the chambers were Clerk of the Board Sean Houghtby, County Counsel Margaret Long, and Chief Administrator Gabriel Hydrick.

PUBLIC COMMENT

A resident led a prayer and commented about accountability.

A resident commented about his public comments and the reactions he receives.

David Maung from PG&E commented about current PG&E work and offered to answer any questions.

A resident asked that #20 be pulled from consent and played a recording from a meeting between County Counsel and the Supervisors

A resident commented Supervisors should resign and that County Counsel should be fired. He further asked for explanations regarding investigations and their results.

A resident commented about the Bend RV park.

A resident commented about accountability and integrity.

A resident thanked Chair Walker for listening to his concerns and commented about Water Code requirements for reporting.

A resident commented about listening to commenters and audience members leaving when certain people make comments. She further commented about following correct process and her agreement with previous commentors.

A resident commented about the recording that was played and corruption.

A resident commented that only one Board member has ethics and the rest do not.

ANNOUNCEMENT OF AGENDA CORRECTIONS

Item #4 was pulled by the Department.

PREVIOUS REPORTABLE ACTIONS FROM CLOSED SESSION

1. CLOSED SESSION **26-0144**

a) PERSONNEL / PUBLIC APPOINTMENT OR EMPLOYMENT (Government Code Section 54957)
Title: Director of Public Works

Report Out: Direction was given to staff, no reportable action.

BOARD OF SUPERVISORS STANDING AND AD HOC COMMITTEE

Public Safety Tax Initiative Working Group (Burroughs, Jones) - Did not meet

Personnel Procedures & Guidelines Ad Hoc Committee (Burroughs, Walker) - Met 2/23, discussed rules that apply to Elected Officials, vehicle policy

City of Red Bluff/Tehama County Ad Hoc Committee (Walker, Burroughs) - Did not meet

Rent Control Ordinance Ad Hoc (Jones, VACANT) - Did not meet

REPORTS OF MEETINGS ATTENDED INCLUDING AB1234

Supervisor Hansen - Tehama County Transportation Commission, Behavioral Health Advisory Board, Corning Fire Dept awards, Capay Fire fundraiser, Corning Exchange dinner

Supervisor Zane - Chamber of Commerce Business Expo, Farm Bureau, Tehama County Cattlemen's

Supervisor Burroughs - Tehama County Transportation Commission

Supervisor Jones - Capay Landowners Association, Farm Bureau, Corning Fire Dept awards, water legislation meeting, NORTEC, Lake California Chili Cookoff, Capay Fire dinner

Supervisor Walker - Mass Casualty Incident meeting, Elks Lodge crab feed, Tehama County Transportation Commission

ANNOUNCEMENTS BY COUNTY DEPARTMENTS

Veterans Service Officer Shawn Bonden announced the passage of AB 694, which stops other entities from charging for services to file claims for veterans. Further discussion took place regarding how this is advertised and issues with the services provided.

Environmental Health Director Tia Branton gave an update on a code case in Gerber and the

progress of the clean-up.

Health Services Director Jayme Bottke gave an update on HR1 and explained that it will remove some people from Medi-Cal benefits and change requirements for other who are still on Medi-Cal. This could cause more people to fall under indigent care requirements which are funded by the County and some could be eligible for CMSP. Mrs. Bottke further commented that Tehama County was awarded $11.7 million for a supportive housing project.

Facilities Maintenance Director Levi Conner updated the Board on the Corning Veterans Hall renovation project's kick off.

Librarian Alicia Meyer presented the Library's event calendar and the usage of library space. Ms. Meyer further discussed events done in collaboration with the Solid Waste Management Agency. Solid Waste Management Agency Director Paul Freund announced an event to paint reusable tote bags in collaboration with the Library on March 11th.

Administrative Services Director Tom Provine announced that TRAX bus service will be suspended on March 9th in the afternoon. Mr. Provine further announced that the Newville Road Bridge repair is moving forward and materials will be arriving next week. He also thanked Public Works crews for their work during the storm flooding.

Clerk & Recorder Sean Houghtby announced that there are 5 applicants for the Thomes Creek Water District vacancies and that he will work on a process with the Chair to bring them back for appointment. Mr. Houghtby further announced that the special election for Congressional District 1 will be consolidated with the June 2nd Primary election on one ballot.

CONSENT AGENDA

Liz Merry commented on Consent Item #20. She reminded the Board that they had directed the Planning Commission to review the cannabis ordinance and ground water and those items have not come back to the Board.

Louise Wilkenson commented that there are more qualified candidates for the Planning Commission.

Martha Kleykamp commented that the former District 3 Planning Commissioner should not have been replaced and opposes the appointment of Mr. Potanovic.

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

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

1. GENERAL WARRANT REGISTER - 1/25/26 - 2/14/26 **26-0223**

2. AUDITOR'S CLAIMS **26-0200**

a) Court Operations, 2026-53221, Stone Law Office, $3,440.00.
b) Court Operations, 2009-555215, state Treasurer-CTSMD Finance $23,122.50.
c) Court Operations, 2009-555215, state Treasurer-CTSMD Finance $156,990.00.

3. FIRE **26-0181**

a) AGREEMENT - Request confirmation of the 2027 Office of Traffic Safety grant application for the purchase of rescue equipment in the amount of $69,256.70
Enactment No: MISC. AGR 2026-039

~~**4. FIRE** **26-0187**~~

~~a) AGREEMENT - Request approval and authorization for the Fire Chief to sign the Agreement with the California Department of Transportation for the purpose of providing bulk fuel services, with maximum compensation not to exceed $8,000, effective 10/1/26 and shall terminate 9/30/29~~
Item pulled by Department.

5. FIRE **26-0155**

a) AGREEMENT - Request approval and authorization for the Chair to sign the Agreement with Mast Roofing, Inc. for the Los Molinos Fire Station Roof Project, with a maximum amount not to exceed $67,000, effective upon date of signing and shall terminate 12/31/26
Enactment No: MISC. AGR 2026-029

6. LIBRARY **26-0242**

a) AGREEMENT - Request approval and authorization for the Librarian to accept grant funding and sign the agreement with the California State Library for purpose of purchasing patron-requested books that are not currently available in the collection, in an amount not to exceed $13,200, effective 7/1/25 and shall terminate 6/30/26
Enactment No: MISC. AGR 2026-045

7. SOCIAL SERVICES **26-0162**

a) AGREEMENT - Request approval and authorization for the Director to sign Amendment No.3 with Express Services Inc. dba, Express Employment Professionals (Misc. Agree. #2025-035 as amended by #2025-245, and #2025-137), for the purpose of administering a subsidized employment program for eligible CalWORKs participants, thereby increasing the total maximum compensation not to exceed $667,350
Enactment No: MISC. AGR 2026-030

8. PROBATION **26-0196**

a) TRANSFER OF FUNDS: PROBATION; B-44 - From CalAIM (2036-4505724), to Contingency (2002-59000), $13,182.50; and from Contingency (2002-59000) to Professional/Special Services (2036-53230), $13,182.50 **(Requires a 4/5's vote)**

9. ENVIRONMENTAL HEALTH / PERSONNEL **26-0154**

a) OTHER THAN "A" STEP - Request approval to appoint the applicant as Code Compliance Coordinator at Salary Range 26, Step B, effective upon successful completion of all pre-employment requirements

10. HEALTH SERVICES AGENCY / MENTAL HEALTH / DRUG & ALCOHOL **25-1833**

a) AGREEMENT - Request approval and authorization for the Tehama County Health Services Agency (TCHSA) Executive Director to sign the Mental Health Plan (MHP) Memorandum of Understanding (MOU) with Partnership HealthPlan of California (MCP) for the purpose of governing the coordination between TCHSA and MCP for the delivery of care and services for members who reside in Tehama County and may be eligible for services provided, made available, or arranged for by TCHSA; effective upon signing and shall continue for three years

Enactment No: MISC. AGR 2026-046

b) AGREEMENT - Request approval and authorization for the Tehama County Health Services Agency (TCHSA) Executive Director to sign the Drug Medi-Cal (DMC) Memorandum of Understanding (MOU) with Partnership HealthPlan of California (MCP) for the purpose of governing the coordination between TCHSA and MCP for the delivery of care and services for Members who reside in Tehama County and may be eligible for services provided, made available, or arranged for by TCHSA; effective upon signing and continue for three years

Enactment No: MISC. AGR 2026-031

11. HEALTH SERVICES AGENCY / CLINIC 26-0234

a) AGREEMENT - Approval and authorization for the Executive Director to sign Amendment No. 1 to Misc. Agreement 2025-125 with Provider Healthcare, LLC for the provision of locating and arranging placements for locum tenens, thereby increasing the maximum compensation not to exceed $1,500,000, effective 6/1/25 and shall terminate 6/30/27

Enactment No: MISC. AGR 2026-032

12. HEALTH SERVICES AGENCY / PUBLIC HEALTH 26-0235

a) AGREEMENT - Request approval and authorization for the Executive Director to sign Amendment No.3 to Misc. Agree. 2023-342 (as amended by Misc. Agree. 2024-171 and Misc. Agree. 2025-180), with Chico State Enterprises, for the provision of assisting with Supplemental Nutrition Assistance Program-Education (SNAP-ED) activities, thereby increasing the compensation not to exceed amount to $152,388.04 for 10/1/25 through 4/30/26, increasing the total maximum compensation not to exceed to $466,149.38; changing the termination date to 4/30/26, and adding the “Summary” pages & “FFY 2026 Tehama County 2026 Budget Report” to the end of Exhibit B, all other provisions of Exhibit B remain unchanged

Enactment No: MISC. AGR 2026-033

13. HEALTH SERVICES AGENCY / MENTAL HEALTH 26-0238

a) AGREEMENT - Approval and authorization for the Executive Director to sign the Assignment and Assumption of Memorandum of Understanding with Palm Communities, Northern Valley Catholic Social Services, Inc, and Red Bluff PV Partners LP for the provision of supportive services in connection with Palm Villas at Red Bluff project in relation to the No Place Like Home Program

Enactment No: MISC. AGR 2026-034

14. HEALTH SERVICES AGENCY / MENTAL HEALTH 26-0239

a) AGREEMENT - Request approval and authorization for the Executive Director to sign Agreement No. 14598-TC-PICR-25/26 with the California Mental Health Services Authority (CalMHSA) for participation in the Psychiatric Inpatient Concurrent Review

Program (“PICR”) with a funding amount of $292,320, effective 3/1/26 and shall terminate 6/30/28

Enactment No: MISC. AGR 2026-035

15. SHERIFF’S OFFICE **26-0183**

a) TRANSFER OF FUNDS: SHERIFF, B-41 - From Public Safety (106-301900) to Contingency (2002-59000), $5,250.00; and from Contingency (2002-59000) to Professional/Special Services (2027-53230), $5,250.00 **(Requires a 4/5’s vote)**

16. SHERIFF’S OFFICE **26-0188**

a) TRANSFER OF FUNDS: SHERIFF, B-42 - From Public Safety (106-301900) to Contingency (2002-59000), $12,656.79; and from Contingency (2002-59000) to Professional/Special Services (2032-53230), $3,776.50; and Internal Assets (2032-53800), $8,880.29 **(Requires a 4/5’s vote)**

17. SHERIFF’S OFFICE **26-0195**

a) TRANSFER OF FUNDS: SHERIFF, B-45 - From CALAIM (2032-4505723), to Contingency (2002-59000), $13,002.50; and from Contingency (2002-59000) to Professional/Special Services (2032-53230), $13,002.50 **(Requires a 4/5’s vote)**

18. SHERIFF’S OFFICE **26-0226**

a) AGREEMENT - Request approval and authorization for the Chair and Sheriff to sign the Agreement with the Red Bluff Round-Up Association for the purpose of providing Special Event supplemental law enforcement services at the 2026 Red Bluff Round-Up in the estimated amount of $10,867, effective 4/17/26 and shall terminate 4/19/26

Enactment No: MISC. AGR 2026-036

19. ADMINISTRATION **26-0243**

a) AGREEMENT - Request approval and authorization for the Purchasing agent to sign the utility agreement with Pacific Gas and Electric (PG&E) Company, for the Corning Veterans Hall Remodel Project for the purpose of providing gas and electricity for a maximum compensation of $57,579.30, effective upon signing and shall terminate upon completion of the project

Enactment No: MISC. AGR 2026-037

20. COMMITTEES & COMMISSIONS **26-0179**

a) PLANNING COMMISSION - Confirm (1) one appointment to fill the vacancy for District 3 representative with said term expiring 1/5/27
(Nominee: Tim Potanovic)

21. COMMITTEES & COMMISSIONS **26-0192**

a) Request approval and authorization to dissolve the following Standing Committee:
1) Public Safety Tax Initiative Working Group

22. APPROVAL OF MINUTES **26-0224**

a) Waive the reading and approve the minutes of the regular meetings held:

1) 010/6/26
2) 01/07/26 - Special Meeting
3) 01/13/26
4) 01/27/26
5) 02/03/26

6) 02/10/26
7) 02/12/26 - Special Meeting

REGULAR AGENDA

RECESS 10:12 am

RECONVENE 10:17 am

23. ADMINISTRATION - Fiscal Manager Orepa Mamea **26-0131**

a) Presentation and discussion of the Fiscal Year 2025-26 Mid-Year Budget Report

b) Public Comment

c) Request authorization for the Auditor to make Mid-Year Budget adjustments as presented (Transfer B-49)

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

d) RESOLUTION - Request adoption of a resolution amending the FY 2025-26 Position Allocation List (PAL) as part of FY 2025-26 Mid-Year Budget / PAL changes, effective 3/4/26

Fiscal Manager Orepa Mamea presented the Mid-Year Budget report.

Sheriff Dave Kain commented that the Sheriff's office has applied for grants to fund an IT position and the plan to increase Jail staffing.

Chief Administrator Gabriel Hydrick presented the plan to explore moving Animal Services to a JPA structure and moving it under Administration's oversight.

Agriculture Commissioner Tom Moss commented that this move will help his budget by allowing Agriculture to claim more State funds.

Animal Services Director Christine McClintock commented that Animal Services serves several other entities and has been moving towards a regional model.

In response to Supervisor Hansen, Ms. McClintock clarified that the JPA concept is separate from the Mid-Year account adjustments.

Mr. Hydrick further commented that this move may also make Animal Services eligible for more grant funding.

Louise Wilkenson congratulated Mrs. Mamea on her presentation and hopes that the Board listens.

Supervisor Hansen commented that he would like to make sure that the PAL changes are funded in the future.

RESULT: APPROVE
MOVER: Greg Jones
SECONDER: Steve Zane
AYES: Supervisor Hansen, Supervisor Zane, Supervisor Burroughs, Vice Chair Jones, and Chairperson Walker
Enactment No: RES NO. 2026-007

10:30 A.M.

29. ADMINISTRATION / TRINDEL - Chief Administrator Gabriel Hydrick, Trindel Executive Director Rachael Hartman **26-0079**

a) INFORMATIONAL PRESENTATION - Overview of Trindel Insurance

Chief Administrator Gabriel Hydrick introduced Trindel Executive Director Rachael Hartman and gave some background on the County's involvement in the program.

Ms. Hartman presented information on Trindel and the services they offer.

Supervisor Zane departed the meeting 11:19 a.m.

Supervisor Zane returned to the meeting 11:21 a.m.

In response to Supervisor Walker, Mrs. Hartman explained that the focus is on assisting Counties to improve their programs and the consequences of not passing the audit process.

24. CLERK & RECORDER - Clerk & Recorder Sean Houghtby, District Attorney Matt Rogers & Assessor Burley Phillips **26-0218**

a) AGREEMENT - Approval and authorization for the Clerk & Recorder to sign the agreement with CD-DATA dba ParcelQuest for the purpose of providing owner notification letters, effective upon signature and in effect until terminated

Supervisor Hansen left the meeting at 11:26 a.m.

Supervisor Hansen returned to the meeting at 11:28 a.m.

In response to Chair Walker, Mr. Houghtby explained this program is meant to help with identity protection.

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

Enactment No: MISC. AGR 2026-038

RECESS to convene as the Tehama County Air Pollution Control District

25. TEHAMA COUNTY AIR POLLUTION CONTROL DISTRICT - Air Pollution Control Officer Joseph Tona **26-0148**

a) RESOLUTION - Request adoption of a resolution approving the District's participation in the Funding Agricultural Replacement Measures for Emission Reductions (FARMER) Program for Fiscal Year 24/25 and authorize the Air Pollution Control Officer to sign the FARMER program application

RESULT: APPROVE
MOVER: Rob Burroughs
SECONDER: Matt Hansen

AYES: Supervisor Hansen, Supervisor Zane, Supervisor Burroughs, Vice Chair Jones, and Chairperson Walker
Enactment No: RES NO. 2026-009

ADJOURN to reconvene as the Tehama County Board of Supervisors

26. PROBATION- Chief Probation Officer Pam Gonzalez **25-1944**

a) AGREEMENT- Request approval and authorization for the Chief Probation Officer or her designee to sign the Memorandum of Understanding with the Tehama County Department of Education for the provision of education services at Probation's Juvenile Detention and Treatment Facility located in Tehama County, effective upon signing through 6/30/28, with the option to renew in one-year increments through 6/30/30

In response to Supervisor Hansen, Chief Probation Officer Pam Gonzalez clarified the signature and effective dates.

RESULT: APPROVE
MOVER: Rob Burroughs
SECONDER: Greg Jones

AYES: Supervisor Hansen, Supervisor Zane, Supervisor Burroughs, Vice Chair Jones, and Chairperson Walker
Enactment No: MISC. AGR 2026-040

27. PROBATION- Chief Probation Officer Pam Gonzalez **26-0168**

a) OTHER THAN "A" STEP- Request approval to appoint applicant as Legal Secretary I, Range 18, Step 5, upon successful completion of all pre-employment requirements

RESULT: APPROVE
MOVER: Rob Burroughs
SECONDER: Greg Jones

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

28. PROBATION / PERSONNEL - Chief Probation Officer Pam Gonzalez **26-0248**

a) OTHER THAN "A" STEP- Request approval to appoint applicant as Deputy Probation Officer II, Range 33, Step 5, upon successful completion of all pre-employment requirements

RESULT: APPROVE

MOVER: Rob Burroughs
SECONDER: Greg Jones

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

30. LIBRARY / PERSONNEL - Librarian Alicia Meyer **26-0143**

a) AGREEMENT - Request approval and authorization for the Librarian to sign the Program (SWEX) through the Department of Rehabilitation, which allows Tehama County to provide a worksite location and on-the-job training to program participants, effective upon date of signing with automatic annual renewal, and shall terminate 9/30/28

RESULT: APPROVE
MOVER: Matt Hansen
SECONDER: Greg Jones

AYES: Supervisor Hansen, Supervisor Zane, Supervisor Burroughs, Vice Chair Jones, and Chairperson Walker
Enactment No: MISC. AGR 2026-041

b) RESOLUTION - Request adoption of a resolution outlining the Terms and Conditions of participation in the Student Work Experience Program (SWEX)

In response to Supervisor Hansen, Librarian Alicia Meyer explained that the person will work with other staff for safety and will be supervised by adults.

RESULT: APPROVE
MOVER: Matt Hansen
SECONDER: Rob Burroughs

AYES: Supervisor Hansen, Supervisor Zane, Supervisor Burroughs, Vice Chair Jones, and Chairperson Walker
Enactment No: RES NO. 2026-010

31. ENVIRONMENTAL HEALTH DEPARTMENT - Director Tia Branton **26-0219**

a) BID AWARD - Request to award the bid for one (1) new three-quarter ton extended cab standard bed pickup truck to Red Bluff Dodge in the amount of $48,977.15, and further authorize the Purchasing Agent to sign a purchase order for the acquisition

RESULT: APPROVE
MOVER: Rob Burroughs
SECONDER: Greg Jones

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

b) TRANSFER OF FUNDS: ENVIRONMENTAL HEALTH - B-47, From State Grants (4011-450459) to Contingency (1109-59000), $48,977.15; and from Contingency (1109-59000) to Vehicles (4011-57605), $48,977.15 **(Requires a 4/5's vote)**

RESULT: APPROVE
MOVER: Matt Hansen

SECONDER: Steve Zane

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

32. ENVIRONMENTAL HEALTH DEPARTMENT - Director Tia Branton 26-0220

a) BID AWARD - Request to award the bid for one (1) new 4 wheel drive full-size SUV (sport utility vehicle) to Corning Ford in the amount of $40,530.25 and further authorize the Purchasing Agent to sign a purchase order for the acquisition

RESULT: APPROVE
MOVER: Matt Hansen
SECONDER: Steve Zane

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

b) TRANSFER OF FUNDS: ENVIRONMENTAL HEALTH, B-46 - From Misc H&S Fines (4011-430216) to Contingency (1109-59000), $40,530.25; and from Contingency (1109-59000) to Vehicles (4011-57605), $40,530.25 **(Requires a 4/5's vote)**

RESULT: APPROVE
MOVER: Greg Jones
SECONDER: Steve Zane

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

33. DEPARTMENT OF AGRICULTURE - Agricultural Commissioner 26-0240
Thomas A. Moss

a) AGREEMENT - Approval and authorization for the Agricultural Commissioner to sign the Colusa-Glenn-Tehama Counties Weed Management Area Memorandum of Understanding (MOU) for the purpose of creating stakeholder collaborations focusing on invasive plant control efforts

RESULT: APPROVE
MOVER: Rob Burroughs
SECONDER: Steve Zane

AYES: Supervisor Hansen, Supervisor Zane, Supervisor Burroughs, Vice Chair Jones, and Chairperson Walker
Enactment No: MISC. AGR 2026-042

34. PURCHASING / HEALTH SERVICES AGENCY - Executive Director 26-0205
Jayme Bottke

a) BID AWARD - Request to award the bid for two (2) new 4-wheel drive full-size SUVs (sport utility vehicles) to Red Bluff Dodge in the amount of $77,600 and further authorize the Purchasing Agent to sign a purchase order for the acquisition

RESULT: APPROVE
MOVER: Rob Burroughs
SECONDER: Greg Jones

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

35. SHERIFF'S OFFICE / PERSONNEL - Sheriff Dave Kain 26-0184

a) RESOLUTION - Request adoption of a resolution amending the FY 25/26 Position Allocation List (PAL), (Reso #2025-074) by deleting one (1.00 FTE) Correctional Sergeant and adding one (1.00 FTE) Sergeant, effective 3/3/26

In response to Supervisor Walker, Sheriff Kain explained that this Sergeant will be full time supervising operations at the Courts.

RESULT: APPROVE
MOVER: Matt Hansen
SECONDER: Rob Burroughs

AYES: Supervisor Hansen, Supervisor Zane, Supervisor Burroughs, Vice Chair Jones, and Chairperson Walker
Enactment No: RES NO. 2026-008

36. SHERIFF'S OFFICE / PERSONNEL - Sheriff Dave Kain 26-0193

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

In response to Supervisor Walker, Sheriff Kain explained that they have allowed applicants to apply for and move through background for positions before they are fully transitioned out of the military.

RESULT: APPROVE
MOVER: Rob Burroughs
SECONDER: Greg Jones

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

37. SHERIFF'S OFFICE - Sheriff Dave Kain 26-0182

a) AGREEMENT- Request approval and authorization for the Sheriff to sign the Range Use and Facility License Agreement for the purpose of utilizing the Tehama Shooters Association's (TSA) shooting range, in the amounts set forth in Exhibit A, with maximum compensation not to exceed $4,800.00 per year, effective 2/3/2026 through 12/31/2026

In response to Supervisor Hansen, Sheriff Kain explained that other agencies have contracts with Tehama Shooters and they will coordinate scheduling.

RESULT: APPROVE
MOVER: Rob Burroughs
SECONDER: Greg Jones

AYES: Supervisor Hansen, Supervisor Zane, Supervisor Burroughs, Vice Chair Jones, and Chairperson Walker
Enactment No: MISC. AGR 2026-043

38. SHERIFF'S OFFICE- Sheriff Dave Kain 26-0185

a) TRANSFER OF FUNDS: SHERIFF, B-43 - From Public Safety (106-301900) to Contingency (2002-59000), $9,754.23; and from Contingency (2002-59000) to Internal Assets (2024-53800), $3,125.98; and Equipment (2024-57600), $6,628.25 **(Requires a**

4/5's vote)
RESULT: APPROVE
MOVER: Rob Burroughs
SECONDER: Steve Zane

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

39. SHERIFF'S OFFICE- Sheriff Dave Kain **26-0190**

a) AGREEMENT - Request approval and authorization for the Sheriff and the Chairman to sign Amendment No.3 to the Agreement with Bennet Omalu Pathology (Misc. Agree. 2025-049, as amended by Misc. Agree. 2025-089, and Misc. Agree. 2025-222), thereby increasing the maximum annual compensation payable not to exceed $175,000 per year *(Subject to receipt of required insurance documentation)*
RESULT: APPROVE
MOVER: Rob Burroughs
SECONDER: Matt Hansen

AYES: Supervisor Hansen, Supervisor Zane, Supervisor Burroughs, Vice Chair Jones, and Chairperson Walker
Enactment No: MISC. AGR 2026-044

RECESS 12:06 PM

RECONVENE 1:30 PM

RECESS to convene as the Tehama County Power Authority

40. TEHAMA COUNTY POWER AUTHORITY - Interim Director Tom Provine **26-0170**

a) Election of Officers:
1) Chairman - Appointment of current Chairman of the Board of Supervisors
2) Vice-Chairman - Appointment of the current Vice-Chairman of the Board of Supervisors
3) Secretary - Appointment of the Clerk of the Board of Supervisors

RESULT: APPROVE
MOVER: Matt Hansen
SECONDER: Greg Jones

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

b) Public Comment Period

c) Waive the reading and approve the minutes of the meeting held 2/25/25

RESULT: APPROVE
MOVER: Greg Jones
SECONDER: Steve Zane

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

d) Request acceptance of the Financial Report

In response to Supervisor Burroughs, Administrative Service Director Tom Provine explained that the power authority has no current business. Mr. Provine stated that there is about $6,000 in this fund.

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

ADJOURN to reconvene as the Tehama County Board of Supervisors

41. ADMINISTRATION - Administrative Services Director Tom Provine 26-0264

a) Board discussion and review of eligible projects for the 2025 Community Development Block Grant (CDBG) Notice of Funding Availability (NOFA) and direction to staff to make potential applications and return to the Board with the required resolution for authorization to submit, as required by the CDBG NOFA

In response to Supervisor Walker, Administrative Services Director Tom Provine explained the history of the Skyview Water District's CDBG projects.

In response to Supervisor Zane, Mr. Provine clarified the scope of the Skyview project.

In response to Supervisor Burroughs, Mr. Provine explained the needs of the Los Molinos Veterans Hall and the amounts available in each category of project. Mr. Provine further explained the timelines and how reimbursement works.

Discussion took place regarding the Los Molinos and Skyview planning projects.

Supervisors Hansen and Burroughs stated that water access is critical.

Mr. Provine explained the process for the CDBG applications and how the projects are brought forward. Mr. Provine also discussed the income requirements of the areas that any project may be located.

Consensus was received to move forward with Skyview and Teen Center grants.

42. ADMINISTRATION / RISK MANAGEMENT - Chief Administrator Gabriel Hydrick 26-0152

a) Request approval of the list of employee positions that are authorized to take home County vehicles for County business purposes

RESULT: APPROVE
MOVER: Greg Jones
SECONDER: Rob Burroughs

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

43. BOARD OF SUPERVISORS **26-0145**

a) STUDY SESSION - Review the Board of Supervisors' vehicle allowance, listed under Ordinance 1922. Board discussion and possible direction for staff

Supervisor Walker commented that he has not tracked his miles and that the other Supervisors have longer to drive to get into the office.

Supervisor Burroughs commented that he drives a lot of miles to meet with constituents and attend meetings/events.

Supervisor Jones suggested using 1,000 miles per month and tie it to the Federal reimbursement rate.

Auditor Krista Peterson stated that she is supportive of increasing the stipend and that costs of maintenance and leases/purchase of vehicles should be considered.

Supervisor Burroughs commented that he is putting a lot of miles on his vehicles.

Further discussion took place on the logistics of applying the mileage rate to a stipend.

Consensus was received to bring back an Ordinance tying reimbursement to the Federal rate.

FUTURE AGENDA ITEMS

Supervisor Hansen - Look into disbanding or future uses of the Power Authority (consensus)

Supervisor Burroughs - Agenda item to discuss a letter of opposition regarding the potential mileage tax (consensus)

Supervisor Jones – Schedule a PG&E presentation on low-income programs (consensus)

Chairman Walker - Clothing purchase policy for the County (consensus)

CLOSED SESSION

44. CLOSED SESSION **26-0146**

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

45. CLOSED SESSION **26-0165**

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

Agency Negotiators: Che Johnson & Coral Ferrin
Employee Organization: Joint Council of IUOE, Local 39

46. CLOSED SESSION **26-0214**

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

47. CLOSED SESSION **26-0216**

a) LIABILITY CLAIMS PURSUANT TO GOVERNMENT CODE 54956.95
Claimant: Lauri Burke
Agency claimed against: Tehama County

48. CLOSED SESSION **26-0217**

a) LIABILITY CLAIMS PURSUANT TO GOVERNMENT CODE 54956.95
Claimant: Siara Shelton, Brittany Shelton, Cayla Shelton Johnson
Agency claimed against: Tehama County

49. CLOSED SESSION **26-0225**

a) PERSONNEL / PUBLIC APPOINTMENT OR EMPLOYMENT (Government Code Section 54957)
Title: Director of Public Works

50. CLOSED SESSION **26-0227**

a) LIABILITY CLAIMS PURSUANT TO GOVERNMENT CODE 54956.95
Claimant: Heather Hoffman
Agency claimed against: Tehama County

51. CLOSED SESSION **26-0228**

a) LIABILITY CLAIMS PURSUANT TO GOVERNMENT CODE 54956.95
Claimant: Angel Hoffman
Agency claimed against: Tehama County

52. CLOSED SESSION **26-0231**

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

RECESS 2:17 PM

RECONVENE 4:15 PM

REPORTABLE ACTIONS FROM CLOSED SESSION

44. CLOSED SESSION **26-0146**

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

Reportable Action: Direction given to staff

45. CLOSED SESSION **26-0165**

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

Agency Negotiators: Che Johnson & Coral Ferrin
Employee Organization: Joint Council of IUOE, Local 39

Reportable Action: Direction given to staff

46. CLOSED SESSION **26-0214**

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

Reportable Action: Direction given to staff

47. CLOSED SESSION **26-0216**

a) LIABILITY CLAIMS PURSUANT TO GOVERNMENT CODE 54956.95
Claimant: Lauri Burke
Agency claimed against: Tehama County

Reportable Action: Direction given to staff

48. CLOSED SESSION **26-0217**

a) LIABILITY CLAIMS PURSUANT TO GOVERNMENT CODE 54956.95
Claimant: Siara Shelton, Brittany Shelton, Cayla Shelton Johnson
Agency claimed against: Tehama County

Reportable Action: Claim denied 5-0 and referred to Nick Kloeppel with Mitchell Law Firm

49. CLOSED SESSION **26-0225**

a) PERSONNEL / PUBLIC APPOINTMENT OR EMPLOYMENT (Government Code Section 54957)
Title: Director of Public Works

Reportable Action: Direction given to staff

50. CLOSED SESSION **26-0227**

a) LIABILITY CLAIMS PURSUANT TO GOVERNMENT CODE 54956.95
Claimant: Heather Hoffman

Agency claimed against: Tehama County

Reportable Action: 5-0 to reject the claim as untimely

51. CLOSED SESSION **26-0228**

a) LIABILITY CLAIMS PURSUANT TO GOVERNMENT CODE 54956.95
Claimant: Angel Hoffman
Agency claimed against: Tehama County

Reportable Action: 5-0 to reject the claim as untimely

52. CLOSED SESSION **26-0231**

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

Reportable Action: Direction given to staff

ADJOURN

4:16 p.m. There being no further business before the Board, the meeting was adjourned.

ATTEST: March 6, 2026

APPROVED

_____
Chairman of the Board of Supervisors

SEAN HOUGHTBY, Clerk
of the Board of Supervisors

by_____

Tehama County
Tuesday, March 10, 2026 9:00 AM
Board of Supervisors
Meeting Minutes

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

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

Gabriel Hydrick
Chief Administrator

Margaret Long
County Counsel

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

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

9:00 AM CALL TO ORDER / PLEDGE OF ALLEGIANCE

Chairman Walker presided. Present in the chambers were Clerk of the Board Sean Houghtby by Deputy Clerk Jillian Kelly, County Counsel Margaret Long by Deputy County Counsel Daniel Klausner, and Chief Administrator Gabriel Hydrick.

PUBLIC COMMENT

A resident said a prayer.

A resident spoke about Voter ID and how it is a nationwide problem, expressed the importance, and how he would like for it to be considered for an Agenda item.

Danielle Eyestone from the Realtor Association invited everyone to their Candidate's night on May 4th, 6-8 p.m. at the Red Bluff Veteran's Hall.

A caller spoke about medical marijuana laws and programs.

A caller spoke about access to restrooms in public buildings, expressed unhappiness about the condition of the bathrooms at River Park.

A caller stated they agree with the previous caller about bathrooms and invited everyone to the upcoming Groundwater Commission Meeting.

A caller spoke about the Consent Agenda of last week's meeting and stopping people's calls after their time is up.

ANNOUNCEMENT OF AGENDA CORRECTIONS

Consent item #2 is being moved to the end of Consent, to be voted on as a separate Consent item under the Tehama County Air Pollution Control District.

PREVIOUS REPORTABLE ACTIONS FROM CLOSED SESSION

44. CLOSED SESSION 26-0146
    a) CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (54956.9 (d) (2) (One Case))

Reportable Action: Direction was given to staff.

45. CLOSED SESSION 26-0165
    a) EMPLOYEE NEGOTIATIONS - CONFERENCE WITH LABOR NEGOTIATORS (Government Code Section 54957.6)
    Agency Negotiators: Che Johnson & Coral Ferrin
    Employee Organization: Joint Council of IUOE, Local 39

Reportable Action: Direction was given to negotiators.

46. CLOSED SESSION 26-0214
    a) CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (54956.9 (d) (2) (Union Pacific Railroad))

Reportable Action: Direction was given to staff.

47. CLOSED SESSION 26-0216
    a) LIABILITY CLAIMS PURSUANT TO GOVERNMENT CODE 54956.95
    Claimant: Lauri Burke
    Agency claimed against: Tehama County

Reportable Action: Direction was given to staff.

48. CLOSED SESSION 26-0217
    a) LIABILITY CLAIMS PURSUANT TO GOVERNMENT CODE 54956.95
    Claimant: Siara Shelton, Brittany Shelton, Cayla Shelton Johnson
    Agency claimed against: Tehama County

Reportable Action: The claim was denied 5/0 and referred to The Mitchell Law Firm LLP, Nicholas R. Kloeppel.

49. CLOSED SESSION 26-0225
    a) PERSONNEL / PUBLIC APPOINTMENT OR EMPLOYMENT (Government Code Section 54957)
    Title: Director of Public Works

Reportable Action: Direction was given to staff.

50. CLOSED SESSION 26-0227
a) LIABILITY CLAIMS PURSUANT TO GOVERNMENT CODE 54956.95
Claimant: Heather Hoffman
Agency claimed against: Tehama County

Reportable Action: The Board voted 5/0 to reject this claim as untimely.

51. CLOSED SESSION 26-0228
a) LIABILITY CLAIMS PURSUANT TO GOVERNMENT CODE 54956.95
Claimant: Angel Hoffman
Agency claimed against: Tehama County

Reportable Action: The Board voted 5/0 to reject this claim as untimely.

52. CLOSED SESSION 26-0231
a) CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (54956.9 (d) (2) (One Case))

Reportable Action: Direction was given to staff.

BOARD OF SUPERVISORS STANDING AND AD HOC COMMITTEE

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

City of Red Bluff/Tehama County Ad Hoc Committee (Burroughs, Walker)- Did not meet.

Rent Control Ordinance Ad Ho (Jones, VACANT)- Did not meet, a presentation is scheduled for March 24th.

REPORTS OF MEETINGS ATTENDED INCLUDING AB1234

Supervisor Hansen- CSAC's Leadership Institute Training, Tehama County Firefighter Burn & Benevolent Fundraiser

Supervisor Zane- Manton Grange, NorCal Water Association.

Supervisor Burroughs- None.

Vice Chair Jones- Read to 5th graders at West Street Elementary, Job Training Center meeting, Kirkwood Elementary.

Chair Walker- Camp Hope Tehama Fundraiser, Tehama County Firefighter Burn & Benevolent Fundraiser

ANNOUNCEMENTS BY COUNTY DEPARTMENTS

Social Services Director Bekkie Emery announced that they have completed the co-location of the Public Guardian team within Social Services, all the services are now located at 310 South Main Street. Ms. Emery thanked everyone involved in the process: Personnel, Administration, Social Services Staff, Facilities Maintenance, the in-house IT team and David Bliss, and the

Public Guardian team. Ms. Emery further announced that 5 staff members are going to Oklahoma City for The National Indian Child Welfare Act Training and Group.

Auditor Krista Peterson shared information about the AirCon Solar & Energy Efficiency Project financials and payment of the loans.

Chief Administrator Gabriel Hydrick spoke about the great relationship Tehama County has with its sister Jurisdictions and gave an example of a recent situation where an individual was going to public facilities attempting to gain access and filming. Mr. Hydrick further complimented the communication on the location of the individual and County staff for their cooperation and following County policy on these issues. Mr. Hydrick announced that the fee study is underway, going well, and all the Department Heads are responding and being helpful.

CONSENT AGENDA

A motion was made to approve the Consent Agenda. The motion carried by the following vote:

RESULT: APPROVED THE CONSENT AGENDA
MOVER: Greg Jones
SECONDER: Steve Zane

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

1. GENERAL WARRANT REGISTER - 2/15/26 - 2/21/26 **26-0260**

3. COMMUNITY ACTION AGENCY **26-0272**

a) TRANSFER OF FUNDS: COMMUNITY ACTION AGENCY (CAA), B-51- From Salary & Wages (5062-51010) $1,564.79; to Pay in Lieu/Miscellaneous Payouts (5062-51015) $1,564.79

4. HEALTH SERVICES AGENCY / PUBLIC HEALTH **26-0281**

a) AGREEMENT - Request approval and authorization for the Executive Director to sign the Interagency Memorandum of Understanding with Tehama County Department of Education (TCDOE) Help Me Grow (HMG) program for the purpose of providing home visiting services to eligible families using the Parents as Teachers model, with the maximum compensation payable under this agreement not to exceed $489,532.25, effective 7/1/25, and shall terminate on 6/30/27

Enactment No: MISC. AGR 2026-047

5. DEPARTMENT OF AGRICULTURE **26-0286**

a) AGREEMENT - Request approval and authorization for the Chairperson to sign Amendment No. 1 to Misc Agree. 2026-012 for the Cooperative Service Agreement No. 26-7306-7593-RA, Work and Financial Plan with the United States Department of Agriculture (USDA), Animal Plant Health Inspection Service (APHIS), Wildlife Services (WS) for the Wildlife Damage Management (IWDM) program, amending the “Vehicles” and “Other Services” line-item dollar amounts in all columns, with a maximum compensation to remain the same in an amount not to exceed $24,599.84 to provide Wildlife Management Services effective 1/1/26 and shall terminate 6/30/26

Enactment No: MISC. AGR 2026-048

6. COMMITTEES & COMMISSIONS **26-0278**

a) RED BLUFF CEMETERY DISTRICT - One (1) four-year appointment to fill the expired term of Barbara Thomas as Trustee of the District, with said new term expiring 3/10/30 (Interested person: Barbara Thomas)

7. BOARD OF SUPERVISORS **26-0201**

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

9:36 AM RECESS to convene as the Tehama County Air Pollution Control District

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

RESULT: APPROVED THE CONSENT AGENDA
MOVER: Greg Jones
SECONDER: Rob Burroughs

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

2. TEHAMA COUNTY AIR POLLUTION CONTROL DISTRICT **26-0270**

a) AGREEMENT - Request approval and authorization for the Air Pollution Control Officer to sign Amendment No. 1 to Misc. Agree. 2025-173 with TruePoint Solutions, thereby extending the termination date for implementation to 10/31/26

Enactment No: MISC. AGR 2026-049

9:37 AM ADJOURN to reconvene as the Tehama County Board of Supervisors

REGULAR AGENDA

8. PERSONNEL / ASSESSOR - Assessor Burley Phillips **26-0291**

a) OTHER THAN "A" STEP - Request approval to appoint the applicant as Extra Help Senior Appraiser, Range 34, Step D, effective 3/10/26, or upon successful completion of all pre-employment requirements

RESULT: APPROVE
MOVER: Rob Burroughs
SECONDER: Greg Jones

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

9. HEALTH SERVICES AGENCY - Executive Director Jayme Bottke **25-1797**

a) AGREEMENT - Request approval and authorization for the Executive Director to sign the agreement with ZND Residential, Inc. for the provision of Mental Health Services for the maximum compensation not to exceed $400,000, effective upon signing and shall terminate 6/30/27 *(Subject to receipt of required insurance documentation)*

In response to Supervisor Burroughs, Mrs. Bottke stated that they are required to have

these types of contracts, though there are no children currently placed here, they must be ready for youth who need services. The money doesn't go anywhere, the Department would draw from their realignment funds specific to children's services.

Jessica Clark asked if this amount of money is what the state mandates or if it is a greater amount.

Mrs. Bottke replied that there is not a certain amount mandated, the amount is based on the potential need that could be there and can spend up to that amount.

John Prinz called and spoke on personal family matters.

Social Services Director Bekkie Emery stated that she supports the contract Mrs. Bottke presented, that it is critical to the needs of the youth in the County. Having this in place in advance offers additional support to staff, and best placement for youth.

Chair Walker clarified that the County is not spending $400,000, that a contract is being put in place and that money would come out of the Health Services Agency's operating budget.

RESULT: APPROVE
MOVER: Rob Burroughs
SECONDER: Greg Jones
AYES: Supervisor Hansen, Supervisor Zane, Supervisor Burroughs, Vice Chair Jones, and Chairperson Walker
Enactment No: MISC. AGR 2026-050

FUTURE AGENDA ITEMS

Supervisor Zane- Letter to Forest Service regarding repairs to the bridge on Ponderosa Way (consensus)

9:48 A.M. RECESS

11:00 A.M. RECONVENE

11:00 A.M.

10. ENVIRONMENTAL HEALTH DEPARTMENT / CODE ENFORCEMENT 26-0249
- Code Enforcement Officers Clint Weston and Ron Robbins

a) Request that the Board of Supervisors adopt the recommended decision of the Planning Commission declaring the existence of a public nuisance on the property, ordering the abatement thereof; and directing an itemized accounting of the costs incurred in abating the public nuisance without further notice of hearing

Owner: Kristin M McDaniel
Site Address: 18975 Jewell Rd., Cottonwood
APN: 006-140-005 (District 3)
Case No: CE-25-29

Chair Walker clarified that this property is in District 1.

In response to Supervisor Hansen, Mr. Robbins said he believes the zoning is the same across all of the surrounding properties.

In response to Chair Walker, Mr. Robbins stated that they approved three horses instead of two since the property is slightly over 2.5 acres.

Robert Vogel, a neighbor of the property, spoke about how said property is affecting his own property, presence of excessive flies, and stated that there are other animals on the property.

In response to Chair Walker, Mr. Robbins said he has not been able to verify the other issues Mr. Vogel spoke about, specifically the other animals. Chair Walker asked about the excess vehicles, Mr. Robbins stated that the vehicles are part of the Notice of Violation.

In response to Supervisor Zane, Mr. Robbins stated that, to his knowledge, there were no occupants in the RVs on the property.

In response to Supervisor Burroughs, Mr. Robbins stated that the horses would be placed in a holding facility with the County's assistance, and to encourage the owner to not return the excess horses back to the property. If she wanted the horses returned, she has the right; she would need to pay the impound and care fees for the horses. One avenue would be to go through a court process to stop the owner from returning excess horses to the property.

In response to Supervisor Hansen, Mr. Robbins stated yes, the owner of the property has been properly notified of this hearing. The Environmental Health Director reached out to the owner and was unable to make contact.

In response to Supervisor Hansen, Mr. Robbins replied that the Declaration of a Public Nuisance does not come with any additional fines or penalties beyond what has already set. The abatement will be the only cost recovered at this point and a lien has already been placed on this property for the violations.

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

b) In the event that such nuisance is not abated by the owner or occupant as set forth above, the enforcing officer shall abate, or cause to be abated, the public nuisance(s) in the manner set forth in Tehama County Code section 10.16.130, and shall keep an itemized account of the costs incurred by the County to abate the nuisance, to be charged against the Premises and against each person who causes, permits, suffers, or maintains the public nuisance to exist, in accordance with the provisions of Chapter 10.16 of the Tehama County Code

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

ADJOURN

11:19 a.m. There being no further business before the Board, the meeting was adjourned.

ATTEST: March 12, 2026

APPROVED

_____
Chairman of the Board of Supervisors

SEAN HOUGHTBY, Clerk
of the Board of Supervisors

by_____

Tehama County

Agenda Request Form

File #: 26-0357 **Agenda Date:** 3/24/2026 **Agenda #:** 11.

SOCIAL SERVICES / PERSONNEL - Director Bekkie Emery

Requested Action(s)
a) OTHER THAN “A” STEP - Request approval to appoint the applicant as Eligibility Specialist I, Range 17, Step C, effective 03/25/2026 or upon successful completion of all pre-employment requirements

Financial Impact:
Appropriate funding is in the Agency’s budget to cover this expenditure. The bi-weekly salary for the position Range 17, Step A, is $1560.80 ($19.51 hourly). The increased cost from A to C is approximately $4,160.00 in annual salary. The Department has sufficient funds budgeted for this position. There is no impact to the General Fund.

Background Information:
The Department of Social Services requests placement at Other Than A Step, Range 17, Step C, for an Eligibility Specialist I. Our candidate exceeds the minimum qualifications of this position, and brings valuable Eligibility experience. This candidate has more than 12 years of experience managing caseloads, conducting in person and phone interviews and determining eligibility in multiple assistance programs. These skills are relevant to the position.

The Department has struggled to recruit and retain qualified candidates in the Eligibility Specialist series for a number of years. If this action is not approved, the Department will lose an opportunity to hire a highly qualified applicant.

The Personnel Office has reviewed the candidate’s qualifications and agrees with placement at Salary Range 17, Step C, upon successful completion of all pre-employment requirements.

OTHER THAN "A" STEP REQUEST

The Board of Supervisors, on November 13, 1990, asked to receive consistent information from Department Heads who request to hire a new employee at other than "A" step of the classification range. Board policy cites that "A" step is the normal and desired starting point in a classification unless compelling reasons exist to start an individual at a higher step.*

**Please note that the Board has previously provided direction that a pay disparity between Tehama and other counties is not, in and of itself, a sufficient compelling reason to start an employee at higher than "A" step.*

FROM: Rebecca Emery, Department of Social Services Director
TO: Board of Supervisors/Personnel Office

RE: Request to hire an applicant in the following classification:
Eligibility Specialist I at other than "A" step.

Please answer the following questions so that the Board may more objectively assess the request. Send the completed form along with the Agenda Request Form to the Personnel Office, allowing sufficient time for review and approval/disapproval prior to the anticipated hiring date. Requests for "C" step or above will be referred to the Board of Supervisors on the regular agenda for their consideration. Requests for "B" step will be placed on the consent agenda for approval.

1. $ 19.51 Step A Request: $ 21.51 Step C

2. Total applications received during recruitment for this position: 17
Total number of "qualified" applicants: 7

3. Justification for requesting higher step than A:
The Department of Social Services requests placement at Other Than A Step, range 17, Step C for an Eligibility Specialist I. Our candidate exceeds the minimum qualifications of this position, and brings valuable Eligibility experience. This candidate has more than 12 years of experience managing caseloads, conducting in person and phone interviews and determining eligibility in multiple assistance programs. These skills are relevant to the position.

The Department has struggled to recruit and retain qualified candidates in the Eligibility Specialist series for a number of years. If this action is not approved, the Department will lose an opportunity to hire a highly qualified applicant.

4. How has the Department budgeted for this additional cost?
Appropriate funding is in the Agency's budget to cover this expenditure. The bi-weekly salary for the position Range 17 Step A is $1560.80 ($19.51 hourly). The increase cost from A to C is approximately $4,160.00 in annual salary. The Department has sufficient funds budgeted for this position. There is no impact to the General Fund.

I hereby certify that to the best of my knowledge, the information provided above is a true and accurate representation of all of the material facts which should be considered with this request.

Department Head Signature

Tehama County

Agenda Request Form

File #: 26-0334 **Agenda Date:** 3/24/2026 **Agenda #:** 12.

TEHAMA COUNTY IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY - Executive Director Bekkie Emery

Requested Action(s)
a) Request approval and authorization to submit the In-Home Supportive Services Public Authority/Non-Profit Consortium Rate change package, which notifies California Department of Social Services of the $.25 wage increase for In-Home Supportive Services providers from $18.15 to $18.40 per hour plus estimated payroll taxes effective 7/1/26

Financial Impact:
The increased pay for the In-Home Supportive Services (IHSS) providers will raise the cost of the County's annual IHSS Maintenance of Effort (MOE).

Currently providers are paid a wage of $18.15 per hour, which includes $16.90 minimum wage plus the first and second year negotiated pay increases of $1.25 that began July 1, 2024.

At the beginning of the second year (FY 25/26) of the pay increase, the County chose to initiate the "10% increase over a three-year period" option. This enabled the State to share a portion of the costs that are more than $1.10 above minimum wage for a period of three years.

In this third and final year of the negotiated pay increases (FY 26/27), the provider pay will increase by another $0.25, up to the $1.50 total approved increase. The MOE is estimated to total $3,284,379. The annual 4% inflation factor will be added each fiscal year ongoing

Background Information:
This is in accordance with the Public Authority Resolution 2024-01 and Memorandum of Understanding between the Tehama County In-Home Supportive Services Public Authority and the Service Employees International Union (SEIU), Local 2015, approved by the Board of Supervisors on April 2, 2024, in effect March 19, 2024 to March 18, 2027.

The request for pay increases will be submitted to the California Department of Social Services (CDSS) at least 60, but not more than 90 days before their effective dates. Rate changes take effect the first day of the month following approval, per California Welfare and Institutions Code section 12306.1(b).

The previous rate package (Agenda Item 25-0617) was approved by the Board on April 22, 2025. Upon approval of the current rate package, CDSS will initiate the providers' pay increase and calculate the official increase for the IHSS MOE.

Tehama County
SOCIAL SERVICES
ASSIST • EMPOWER • PROTECT

Mailing Address: P.O. Box 1515, Red Bluff, CA 96080
Red Bluff Office: (530) 527-1911 fax (530) 527-5410 310 South Main St.
Corning Office: (530) 824-9182 fax (530) 527-5410 275 Solano St. **www.tcdss.org**

February 20, 2026

California Department of Social Services
Financial Management Unit
APD_FMU@dss.ca.gov
Ryan.Alvarado@dss.ca.gov
Sacramento, CA 95814

SUBJECT: Locally Negotiated Rate Increase July 1, 2026

Please accept this letter as notification that Tehama County has negotiated an hourly wage increase for the IHSS providers from $18.15 to $18.40 per hour with a requested effective date of July 1, 2026.

Our estimated payroll tax rate is 5.97% or $1.10 per hour, a $0.05 increase from the current $1.05 per hour rate. There is no increase to our Public Authority administrative rate of $0.28 per hour. This hourly rate is broken down as follows:

(a) $18.40 IHSS provider wage ($0.25 increase)
(b) $1.10 IHSS provider estimated taxes ($0.05 increase)
(c) $.28 IHSS Public Authority administrative rate (no change)

Our points of contact are:

1) Desiree Oglesby, Deputy Director, Fiscal
(530) 528-4051, doglesby@tcdss.org

2) Honey Touvell, Program Manager
(530) 528-4111, htouvell@tcdss.org

If you have any questions or need additional information, please contact us.

Sincerely,

Bekkie F. Emery
Director of Social Services
Tehama County Department of Social Services

Attachments:
SOC 449
IHSS PA rate worksheet
IHSS PA line item budget FY 26/27
MOU between Tehama County and SEIU local 2015 signed
BOS Approval

IN-HOME SUPPORTIVE SERVICES PROGRAM PUBLIC AUTHORITY/NON-PROFIT CONSORTIUM RATE

To: California Department of Social Services
Adult Programs Division
Financial Management Unit
744 P Street, MS 9-11-91
Sacramento, CA 95814

COUNTY:	EFFECTIVE DATE:
Tehama	
PA NAME:	
Tehama County	
CONTACT NAME:	
Jose Cabrera	
TELEPHONE:	FAX:
530-528-4026	530-527-5410
ADDRESS:	
310 South Main St Red Bluff, CA 96080	
EMAIL ADDRESS:	
jcaberea@tcdss.org	

Please address questions regarding this form to the Financial Management Unit, at (916) 653-3850.

Please complete the Rate Table below and attach supporting documentation explaining how each component of the rate was determined. The total Public Authority (PA) and Non-profit Consortium (NPC) rate should include a rate for services (wage and benefits), payroll taxes, and a rate for administrative costs. The total rate for wages and benefits should be broken down to include an hourly wage, payroll taxes, health and non-health benefits. The State is legally authorized to share only in the costs of individual health benefits and some specific non-health benefits for IHSS providers, however, other benefits costs may be eligible for Title XIX reimbursement.

- The current State Participation cap for combined wages and health benefits for all IHSS providers in the State is $12.10 per hour. When minimum wage increases to $12.00 per hour (January 1, 2019), pursuant to Labor Code section 1182.12 (b) (1) (C) and beyond in subsequent years, the cap will be adjusted to equal the State minimum wage plus $1.10 per hour.
- The State will not participate in increases to wages or employment taxes, or increases or expansions of benefits negotiated or agreed to by a PA or NPC unless provided for in the Annual Budget Act or appropriated by statute.
- No increase in wages or benefits negotiated or agreed to by a PA or NPC shall take effect until it has been approved by the State (CDSS/CDHCS) or unless provided for in the Annual Budget Act or appropriated by statute.

RATE TABLE

		Current Rate	Requested Rate	Difference
Hourly Wage (locally negotiated)	1	$0.00	$0.00	$0.00
Hourly Wage (non-locally negotiated)	2	$16.90	$16.90	$0.00
Hourly Wage (by ordinance)	3	$0.00	$0.00	$0.00
Wage Supplement (one-time MOE adj)	4	$0.00	$0.25	$0.25
Wage Supplement (continued--no MOE adj.)	5	$1.25	$1.25	$0.00
Wage Total (sum of lines 1-5)		$18.15	$18.40	$0.25
Health Benefits (locally negotiated)	6	$0.00	$0.00	$0.00
Health Benefits (non-locally negotiated)	7	$0.00	$0.00	$0.00
Health Benefits Total (sum of lines 6-7)		$0.00	$0.00	$0.00
Non-Health Benefits _____(type)	9	$0.00	$0.00	$0.00
Payroll Taxes (FUTA,SUI,FICA)	10	$1.05	$1.10	$0.05
Administrative Rate	11	$0.28	$0.28	$0.00
PA/NPC Rate Total **(sum of wages, health benefits, non-health benefits, taxes, admin)**		$19.48	$19.78	$0.30

The State shall participate (65 percent of the non-federal share) in a cumulative total up to 10 percent of the sum of the combined total of wages or health benefits or both over a three-year period. **Check the box and sign and date on the line below if you are choosing to utilize the 10 percent increase over the three-year period option.**

☒ Authorizing Officer Signature Bernie J Ernst Date: Mar. 10, 2026

Tehama County IHSS Public Authority Line item description of rate increase request July 1, 2026

Projected yearly hours 1,891,911

	ITEM		BUDGET	SERVICES	ADMIN	PORTION OF HOURLY RATE
	Provider Costs					
1	IP Wages = projected yearly hours x hourly pay		$ 34,811,162.40	$ 34,811,162.40		$ 18.40
* 2	Plus IP Employer Taxes x pay	0.0598	$ 2,080,482.81	$ 2,080,482.81		$ 1.10
3	Plus Health Benefits		$ -	$ -		$ -
	Total Provider Costs		**$ 36,891,645.21**	**$ 36,891,645.21**	**$ -**	**$ 19.50**
Public Authority Administrative costs						
4	Salaries & Benefits		$ 297,018.00		$ 297,018.00	$ 0.16
5	Overhead Expenses, Operating Costs		$ 232,742.00		$ 232,742.00	$ 0.12
6	Other Charges		$ -		$ -	$ -
	Total PA Admin Costs		**$ 529,760.00**	**$ -**	**$ 529,760.00**	**$ 0.28**
	TOTAL		**$ 37,421,405.21**	**$ 36,891,645.21**	**$ 529,760.00**	**$ 19.78**
			Services Cost	Admin Costs	Total Hours	Total PA Hourly Rate
PA Rate			$ 36,891,645.21	$ 529,760.00	1,891,911	$ 19.78
Services rate = Services Cost Divided by Total Hours			$ 36,891,645.21		1,891,911	$ 19.50
Admin Rate = Admin Cost Divided by Total Hours				$ 529,760.00	1,891,911	$ 0.28

Fiscal Year 2026/27

ITEM		BUDGET	SERVICES	ADMIN	RATE
INDIVIDUAL PROVIDERS					
Provider Wages		34,811,162.40	34,811,162.40		$ 18.40
Hours	1,891,911				
Provider Employer Taxes		2,080,482.81	2,080,482.81		$ 1.10
Rate	5.98%				
IP Health Plan		NA			
TOTAL SERVICES RATE					**$ 19.50**
PA SALARIES AND BENEFITS					
Administrative Salaries					
Public Authority Direct		155,584.00		155,584.00	0.082
TOTAL SALARIES		155,584.00		155,584.00	0.08
Administrative Benefits and Taxes					
PERS RETIREMENT		15,025.00		15,025.00	0.008
OASDI		11,992.00		11,992.00	0.006
UNFUNDED PERS LIAB MISC		13,701.00		13,701.00	0.007
ADP PERS UNFUNDED		4,027.00		4,027.00	0.002
GROUP INSURANCE		70,768.00		70,768.00	0.037
UNEMPLOYMENT INSURANCE		314.00		314.00	0.000
WORKERS COMPENSATION		23,425.00		23,425.00	0.012
DEFERRED COMP MATCH		2,182.00		2,182.00	0.001
TOTAL ADMIN BENEFITS AND TAXES		141,434.00		141,434.00	0.07
TOTAL SALARIES, BENEFITS AND TAXES		**297,018.00**		**297,018.00**	**0.16**
OPERATING COSTS					
Communication		936.00		936.00	0.000
Insurance Liability		830.00		830.00	0.000
Memberships		7,800.00		7,800.00	0.004
Office Expense		4,212.00		4,212.00	0.002
Professional Services		208,793.00		208,793.00	0.110
County Services		4,992.00		4,992.00	0.003
Rent		4,659.00		4,659.00	0.002
Employee Travel/Training		520.00		520.00	0.000
TOTAL OPERATING COSTS		**232,742.00**		**232,742.00**	**0.12**
TOTAL BUDGET/ADMIN RATE		**529,760.00**		**529,760.00**	**0.28**
TOTAL PA RATE					**$ 19.78**
Plus 53280 Special Dept Expense				6,500.00	
Advisory Committee					
not included above					
TOTAL				536,260.00	

RESOLUTION NO. 2024-01

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE
TEHAMA COUNTY IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY
AND THE SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 2015

WHEREAS, State law prescribes the method by which In Home Supportive Services Public Authorities (as employers of record) and unions representing providers of home care services are to establish wages and other terms and conditions of employment; and

WHEREAS, representatives of the Tehama County In Home Supportive Services (IHSS) Public Authority and the Service Employees International Union (SEIU), Local 2015, have met together and negotiated a three year, comprehensive Memorandum of Understanding that establishes wages, hours and other terms and conditions of employment effective March 19, 2024 to March 18, 2027; and

WHEREAS, Tehama County's representatives in negotiations are recommending that the Board ratify the attached Memorandum of Understanding with SEIU Local 2015; and

WHEREAS, the Memorandum of Understanding provides for an initial one dollar ($1.00) per hour wage supplement following the State's approval of the MOU; plus an additional twenty-five cents ($0.25) in the second year; plus an additional twenty-five cents ($0.25) per hour in the third year. The total wage supplement will be one dollar and fifty cents ($1.50) per hour for the third year and thereafter.

NOW, THEREFORE, BE IT RESOLVED that the Chairperson of the Tehama County In Home Supportive Services Public Authority Board does hereby ratify the Memorandum of Understanding between the IHSS Public Authority and SEIU Local 2015, a copy of which is attached hereto and incorporated by reference.

BE IT FURTHER RESOLVED that the Chairperson of the Tehama County In Home Supportive Services Public Authority Board is hereby authorized to sign the Memorandum of Understanding on behalf of the Public Authority.

The foregoing resolution was offered on a motion by Supervisor Carlson, seconded by Supervisor Nolen and adopted by the following vote of the Board:

AYES: Supervisors Leach, Hansen, Moule, Nolen and Carlson

NOES: None

ABSENT OR NOT VOTING: None

STATE OF CALIFORNIA)
) SS
COUNTY OF TEHAMA)

I, Jennifer Vise, County Clerk and ex-officio Clerk of the Tehama County In Home Supportive Services Public Authority Board, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a Resolution and Order adopted by the Tehama County In Home Supportive Services Public Authority Board on the 2nd day of April, 2024.

Dated this 5th day of April, 2024.

Jennifer Vise, County Clerk and ex-officio Clerk of the Tehama County In Home Supportive Services Public Authority Board

RESOLUTION NO. _____

E-Contract Review
Approval as to Form

Department Name: Department of Social Services

Vendor Name: California Department of Social Services

Contract Description: For the purpose of In-Home Supportive Services Public Authority/Non-Profit Consortium Rate change package

APPROVED AS TO FORM:

Date: 03/04/2026

Office of the Tehama County Counsel
Margaret Long, County Counsel

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MEMORANDUM OF UNDERSTANDING

BETWEEN

THE TEHAMA COUNTY IHSS PUBLIC AUTHORITY

AND

SEIU Local 2015

Term of Agreement

March 19, 2024 to March 18, 2027

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MEMORANDUM OF UNDERSTANDING

Between

THE TEHAMA COUNTY IHSS PUBLIC AUTHORITY

And

SEIU LOCAL 2015

Article 1 - Preamble

This Memorandum of Understanding, (hereinafter "Memorandum" or "MOU)," is entered into between the Tehama County In Home Supportive Services Public Authority (hereinafter "the Public Authority") and SEIU Local 2015 (hereinafter referred to as "Union") representing Independent IHSS Care Providers and WPCS (Waiver Personnel Care Services) Providers (herein after jointly referred to as "Providers").

The Parties intend this agreement to be in compliance with the Public Authority's Employer-Employee Relations Resolution except as otherwise provided by applicable law. The Public Authority is responsible for negotiating labor agreements concerning Providers but does not employ or manage the Providers.

Article 2 – No Discrimination

The Public Authority, as the employer of record, has no responsibility for the employment relationship between the IHSS Independent Provider and the Consumer. The Public Authority and the Union will inform IHSS Providers that Federal and State law prohibit workplace discrimination and harassment and provide procedures and remedies in the event they are treated unlawfully.

Article 3 – Public Authority Rights

Unless otherwise specified in this Memorandum of Understanding, the Public Authority retains all exclusive management rights reserved to it by State law. Management rights include but are not limited to (1) determining the merits, necessity or organization of any service or activity, (2) determining the methods,

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means and personnel by which its operations are to be conducted and (3) managing the Provider Registry.

Article 4 – Limit of Liability

The Public Authority is an independent legal entity, separate and apart from the County of Tehama. The Public Authority has no power to bind the County of Tehama to any contractual or legal obligations, nor may the obligees of the Public Authority seek recourse against Tehama County for any financial or legal obligation of the Public Authority.

Article 5 – Union Recognition

Section 1 – Recognition

The Public Authority recognizes the Union as the sole and exclusive representative of Providers in the Tehama County IHSS workers unit covered by this MOU. This agreement does not apply to others affiliated with or employed by the IHSS Public Authority, including without limitation, administrative and operational staff.

Section 2 – Union Representatives

The Union shall provide the IHSS coordinator for the Public Authority a list of official representatives, who will be available to advise and assist providers on matters within the scope of representation. The list shall include the names, titles, telephone numbers, mailing addresses and email addresses of all Union representatives and Provider stewards. The Union shall notify the Public Authority about any changes to the list.

The Public Authority agrees to admit to its Tehama County office the authorized Union representatives for purposes of administering grievances and conducting other legitimate Union business related to enforcing and monitoring this Agreement. Time spent by Providers in labor negotiations will not deplete their Consumers' allotted service hours and is not time worked for the purposes of calculating overtime.

Section 3 – Dues Deductions

The Union has the exclusive privilege of dues deduction for all Providers covered by this Agreement. The Public Authority will work collaboratively with the Union and the State Controller to request the deduction of said dues, fees and/or assessments including the voluntary deduction by Providers to the Union's

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Caregivers Action Fund subject to the payroll practices and limitations of the State and provided that the Providers have signed an authorization card. The Union shall be solely responsible for payment to the State of any expenses related to the administration of these deductions.

The Union shall indemnify, defend, and hold harmless the State of California, Tehama County, and the Public Authority, and their officers, employees and agents against any claim made and against any suit initiated against one or more of them involving payroll deductions of payroll dues, premiums or other Union-related deductions or lack thereof.

A. Any Provider subject to this Agreement shall receive an authorization form and written notice from the Union during new Provider orientation explaining that the Agreement defines their wages, benefits and other terms and conditions of employment. The Union shall manage the forms as provided by law.

B. Payroll Deductions and Payover. The Union shall instruct the State to commence and continue a monthly payroll deduction of Union dues and other deductions from the regular bi-weekly pay warrants of Providers who signed authorization forms. The Union shall instruct the State of the dollar amount to deduct for Union dues or other authorized Union deductions, including CAF, specifying the purpose(s) of the deduction. The State shall continue to make such deductions as instructed for so long as the Union provides such instruction.

   1. When an individual Provider's earnings for a Calendar month, after required Federal and State deductions are made, are insufficient to cover the amount of dues, no dues payment will be withheld for that calendar month. Further, no withholding will be made to cover that calendar month from future earnings.

   2. When an individual Provider is in a non-paid status for an entire calendar month no dues payment will be withheld for that calendar month. Further, no withholding will be made to cover that calendar month from future earnings.

   3. All Federal and State deductions shall have priority over Union dues.

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4. The Public Authority shall instruct the State to deduct premiums from Providers' pay for any approved voluntary insurance programs offered by the Union in conformity with State regulations.

Section 4 – Information

The Public Authority shall endeavor on a monthly basis to provide to the Union a list of current Providers including name, address, telephone number and unique identifier recognized by the State of California IHSS Payroll System. The list will be provided via electronic mail in an agreed-upon format.

Article 6 – Bulletin Boards

The Public Authority will furnish a secure bulletin board at the Public Authority Registry office for use of the Union. All materials shall clearly state that it is prepared and authorized by the Union. The Union agrees that notices posted on the bulletin board shall not contain anything that may reasonably be construed as maligning or harassing the Public Authority, its staff, Tehama County representatives or the Board of Supervisors. The Public Authority may remove material which violates this rule and contact the union representative to advise of removal.

Article 7 – Registry

It is recognized that one of the Public Authority's Registry's primary missions is to provide Registry services to facilitate the referral of Providers for consumers to consider for hiring. The operation of the Registry will be conducted in a manner that will respect the rights and needs of consumers and Providers. The Tehama County IHSS Public Authority retains the exclusive right to list, refer with or without comment, suspend or remove an individual from the Registry.

Providers must confirm their desire to continue on the registry no less than (1) time per month. Confirmation may take place through email or by contacting the Public Authority by telephone. If after sixty (60) calendar days the Public Authority has not been contacted by the Provider to confirm their desire to continue on the Registry, the Provider will be sent a letter via U.S. Mail asking the Provider if they are still interested in being a Provider. The letter will also advise them that if they do not contact the Public Authority within thirty (30) calendar days from the date of the letter that their status in the registry will be changed to "Inactive-No response to 30-day notice" and they will not be referred out to recipients for

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possible employment. If at some future date the individual desires to once again become active on the registry, they must contact the Public Authority to update their status.

Appeal Process

The appeal process contained herein is only applicable to Individual Providers who are employed by IHSS Consumers. Those individuals desiring to be placed on the Registry but who have not yet been employed by a consumer are not eligible to utilize the appeal process.

The IHSS Public Authority Registry will give written notice to any Individual Provider of any adverse decision affecting the Provider position on the Registry. Such notice shall inform affected Provider of his/her right to file an appeal, his/her right to Union representation and the contact number for the Union. The Provider may file a written appeal for such adverse decision to the Tehama County IHSS Public Authority Registry Manager within fourteen (14) days after the notice of decision. The Provider may submit any additional relevant evidence or statements along with the appeal. Public Authority Registry staff will review the appeal and respond in writing within ten (10) calendar days. A copy of the written decision will be sent to the Union. If the decision is not satisfactory to the Individual Provider he/she may appeal to the Public Authority Director. The appeal must be in writing and received by the Director within ten (10) calendar days. The Director will make a decision within twenty (20) days. The decision will be mailed to the Provider and the Union and will be final and binding.

Article 8 – Consumer Rights

Consumers have the sole and undisputed right to hire, train and supervise the work of any IHSS Care Provider and to terminate any IHSS Care Provider without case.

Article 9 – Provider Rights and Responsibilities

Section 1 – Provider Rights

Providers have the right to decline or terminate employment at any time and for any reason. The Union and the Public Authority encourage Providers to provide at least two weeks' notice to consumers and to the Public Authority IHSS Registry, if possible, to ensure continuity of care for consumers.

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Section 2 Provider Privacy

The Public Authority shall promptly notify the Union of requests for legally protected information about Providers that it receives and of any and all claims that arise from its refusal to disclose such Provider information, and the Union shall reserve the right to assume the defense of such claims.

Section 3 – Provider Responsibilities

It shall be the responsibility of every Provider in Tehama County to:

A. Perform authorized tasks only. The program does not compensate Providers for non-authorized tasks, nor will the Provider be covered by Workers' Compensation Insurance if injured while performing unauthorized work.

B. Submit accurate, legible and timely time sheets. It is the Provider's responsibility to keep payroll stubs for their own personal records.

C. Immediately report on-the-job injuries to the Social Worker.

D. Report to work alone and not bring to the consumer's home children, or family members during authorized work hours unless preauthorized by the consumer.

E. Maintain confidentiality and not divulge consumer information with anyone other than the Public Authority and Tehama County IHSS staff. Providers are bound by Section 10850 of the Welfare and Institutions Code, as well as other state and federal confidentiality laws. These codes prohibit disclosure of a consumer's name, personal data, medical conditions or any other information about an IHSS consumer.

F. Immediately report by telephone or as soon as practicably possible to either the Tehama County Adult Protective Services (APS) or local law enforcement any incident of elder and dependent adult abuse. Providers are considered "mandated reporters" under Section 15630 (a) of the Welfare and Institutions Code. Any knowledge of an incident that reasonably appears to be physical abuse, abandonment, abduction, isolation, financial abuse, or neglect (including self-neglect) or reasonably suspects such abuse shall immediately report the incident.

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The Provider shall also submit a written report to either APS or local law enforcement within two working days. Failure to report is a misdemeanor, punishable by a fine, jail or both.

G. Offer and perform services without discrimination based on race, religion, religious creed, ancestry, color, national origin or ethnic group identification, sex, age, marital status, sexual orientation, medical condition or physical or mental disability.

H. Notify the consumer in a timely manner of any absences, time off or changes in work.

Article 10 – Orientations

The Tehama County Public Authority conducts State mandated orientations according to California State legislation for Providers. All Providers are required to complete an orientation in conformance with this legislation. Prospective Providers will be instructed to complete a mandatory onsite group orientation following completion of their individual online enrollment process through the Public Authority Registration, Enrollment Application (REVA).

The Public Authority will provide the Union with a quarterly calendar of New Provider Orientations, indicating the location, and time for the orientation. The Public Authority will give no less than one week's notice of any changes to orientation schedules. The Union will be provided thirty (30) minutes time at the beginning of the orientation to talk with Providers about the Union. Upon request the Union will be allowed to use available audio-visual equipment.

The Public Authority will provide the Union with the names of the Providers in attendance including names and telephone numbers after each New Provider Orientation. The State has agreed to provide the Union with additional information on the Providers that were in attendance, such as; names, addresses, home telephone numbers, personal cellular telephone numbers and personal email addresses. If the State is unable to provide this additional information, the Public Authority will make every effort to provide the additional information to the Union upon request.

The Union will notify the Public Authority prior to the orientation beginning if the Union will not be present. In the event that the Union is unable to attend an orientation, the Public Authority shall inform Providers that they are represented

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by the Union and will make available Union authorization forms and related printed Union information provided by the Union. The Union materials shall not contain anything that may reasonably construed as maligning the Public Authority, its staff, the Tehama County representatives or the Board of Supervisors.

Article 11 – Training

The Public Authority will allocate to the Union five thousand dollars and Zero Cents ($5,000.00) per fiscal year for training for Tehama County Providers. Funds allocated for training may only be spent on IHSS work related topics, including but not limited to: Universal Precautions, infection control, CPR, basic first aid, proper lifting techniques, symptoms of heart attack, symptoms of stroke, symptoms of diabetic coma, or working with patients who suffer from dementia, Alzheimer's, mental health issues, diabetes and autism. Training will be provided by the Union and/or third parties selected by the Union.

The Union and Public Authority may discuss training at the Labor-Management Committee. The first Labor-Management committee meeting should be held no later than 60-days following State approval of this Agreement. Nothing in this Section shall in any way serve to limit the Union from continuing to provide any existing training programs or from designing and implementing its own additional training programs for Providers.

The Labor Management Committee or their designees will create a handout, to be included in the IHSS Provider Orientation materials, listing available community training contacts and support groups that are not affiliated with the Public Authority or the Union.

Article 12 – Payroll

The IHSS payroll system is administered by the State. The Public Authority and the Union shall work together to identify causes and solutions to problems resulting in late, lost and/or inaccurate paychecks. When the causes of payroll problems are outside the Public Authority's direct control it will share information with the Union and the agency responsible for the problem.

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Article 13 – Wage Supplements

The Public Authority will supplement the base wage by an additional dollar ($1.00) per hour ("wage supplement"). This Wage Supplement becomes effective the first pay period following the State's approval of the MOU.

The Public Authority will submit the appropriate request of the State to implement the wage supplement as soon as possible following approval of this Agreement by the Public Authority Governing Board.

Twelve full calendar months following implementation of the one dollar ($1.00) per hour wage supplement, the Public Authority will add a second wage supplement in the amount of twenty-five cents ($0.25) per hour. The total wage supplement at that time will therefore be one dollar and twenty-five cents ($1.25) per hour for the second full year of the MOU.

Twelve full calendar months following implementation of the initial twenty-five cents ($0.25) per hour wage supplement, the Public Authority will add a third wage supplement also in the amount of twenty-five cents ($0.25) per hour. The total wage supplement at that time will therefore be one dollar and fifty cents ($1.50) per hour for the third year of the MOU and thereafter.

Article 14 – Grievance Procedure

Purpose, General & Definition

Purpose

The purpose of this procedure is to provide a means for the Public Authority and the Union to resolve disagreements regarding the administration of their MOU.

General

Grievances should be resolved at the lowest level possible. The Union therefore encourages Providers to discuss and resolve their concerns directly with appropriate Public Authority staff at the first step of the grievance procedure if possible.

Providers participate in the grievance procedure on their own time. Union and/or Provider initiation of the grievance procedure does not stay any Public Authority actions.

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Definition

A grievance is a disagreement between the Parties concerning the interpretation or application of any provision of this MOU. The grievance procedure does not apply to matters over which the Public Authority has no authority (such as Consumer rights, actions of the Board of Supervisors acting as the governing board of the County, State payroll and Consumer decisions to hire or terminate Providers) or subjects deemed non-grievable in this MOU.

Grievances shall be processed in the following manner:

Step 1. (Informal) The Provider and/or Union shall confer with the designated Public Authority representative within fourteen (14) working days of the incident or occurrence which caused the grievance. The Public Authority will issue a decision within ten (10) working days following the discussion.

Step 2. (Formal) If the grievance is not satisfactorily resolved at Step 1, the Provider(s) and/or Union shall present a written grievance to the Public Authority Program Manager within ten (10) working days of the Step One decision. The grievance must identify the provision(s) of the MOU violated and the requested remedy. The Public Authority shall respond to the grievance, in writing, within ten (10) working days of the receipt of the written grievance.

Step 3. (Mediation) If the grievance is not resolved at Step 2, the Provider or Union may within ten (10) working days submit the matter to non-binding advisory mediation. The Parties will contact the California State Mediation and Conciliation Service to request that the State name a mediator. The mediator will be asked to review the dispute and issue a proposed written recommendation.

The cost of the mediator's services, if any, will be shared equally by the parties.

The Public Authority Director will consider the mediator's recommendations in reaching a final decision. The grievant and the Union will be notified of the final decision of the Public Authority Director within ten (10) working days of obtaining the mediator's proposed decision. The cost of the mediator's proposed decision.

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Time Limits

Each party involved in a grievance shall act quickly so that the complaint may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure. If the Provider or Union fails to file or advance a grievance within the above specified time limits, the complaint shall be forfeited.

The Union and the Public Authority may agree to waive the time limits for the processing of a grievance. Such waivers shall be in writing and shall be for a specified period-of-time.

Article 15 – Labor Management Committee

The Public Authority and the Union agree to create a labor-management committee in order to encourage open communication, promote harmonious relations and resolve matters of mutual concern. The committee will meet quarterly or as mutually agreed to by the Parties.

The committee will work cooperatively to address matters affecting the relationship between the parties and to develop measures to improve recipient care and the IHSS program. The committee shall not engage in negotiations or consider matters properly the subject of a compliant process.

Committee members will serve on a voluntary basis and will receive no remuneration from the Public Authority for their participation.

The committee will be composed of three (3) representatives appointed by the Public Authority and three (3) representatives appointed by the Union. The Parties shall notify each other of any changes to their respective representatives.

Article 16 – No Strike / No Lockout

The unimpaired continuation of In-Home Support Services is of paramount importance to County residents and specifically to the recipients of home care services. During the term of this MOU, the Union, its members and representatives, agree not to engage in, authorize, sanction or support any strike, slowdown, stoppage of work, or refusal to perform customary duties. The Public Authority agrees not to lock-out members during the term of this MOU. This provision shall continue in full force and effect for the term of this Agreement and for a minimum of one year beyond the term of the Agreement.

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Article 17 – Full Understanding, Savings Clause and Waiver

Section 1 – Full Understanding

This MOU sets forth the full and entire understanding of the Parties regarding the matters set forth herein and all other matters subject to meet and confer. The Parties agree that during the negotiations which culminated in this MOU each Party had the right and opportunity to submit proposals with respect to any matter subject to bargaining not otherwise prohibited by law, and that the understandings and agreements arrived at after the exercise of that right are set forth in this MOU. Except as specifically provided herein, it is agreed and understood that each Party hereto voluntarily and unqualifiedly waives its right, and agree that the other shall not be required to negotiate with respect to any subject or matter covered herein.

Any agreement, alteration, understanding, waiver or modification of any of the terms or provisions contained in this MOU shall not be binding on the parties unless made and executed in writing by all of the parties to this MOU, and if required, approved and implemented by Public Authority Board.

Nothing in this Section is intended to prevent the Public Authority and the Union from meeting and conferring during the term of this Agreement regarding matters covered herein upon the mutual agreement of the Parties to do so.

Section 2 – Savings Clause

If any provision(s) of this MOU are declared illegal, unlawful or unenforceable by a court of competent jurisdiction, such invalidation of said provision(s) shall not invalidate the remaining portions of the MOU, and such remaining portions shall remain in full force and effect. The Parties shall meet, upon request from either party, solely for the purpose of negotiating any impacts with respect to the provision that has been declared invalid or void.

Section 3 - Waiver

The waiver of any breach, term or condition of this Memorandum of Understanding by either Party shall not constitute a precedent in the future enforcement of all its' terms and provisions. Regarding matters not covered by this agreement, the Union agrees that it has specifically waived any further right to bargain during the term of this Memorandum of Understanding on any subject discussed in bargaining or listed in the Public Authority's Rights clause.

Article 18 – Term

The term of this Agreement shall commence the latter of March 19, 2024, or the date that it is subsequently approved and ratified by the Union and by the Governing Board for the Public Authority. This Agreement shall remain in full force and effect until the latter of March 18, 2027, or until the Parties complete the negotiation process for this Agreement's successor, including utilization of impasse procedures if necessary.

The Parties shall return to the bargaining table ninety (90) days prior to expiration, to negotiate a successor agreement.

For the Union

DocuSigned by:
H. Llerenas
A2CD9F422AF3417...

Dated: 4/1/2024

For the Public Authority

DocuSigned by:
Jack Hughes
BD58B9D3112D43C...

Dated: 4/1/2024

PUBLIC AUTHORITY PROGRAM MANAGER

E-Contract Review
Approval as to Form

Department Name: Department of Social Services

Vendor Name: California Department of Social Services

Contract Description: For the purpose of In-Home Supportive Services Public Authority/Non-Profit Consortium Rate change package

APPROVED AS TO FORM:

Date: 03/04/2026

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Agenda Request Form

File #: 26-0302 **Agenda Date:** 3/24/2026 **Agenda #:** 13.

PERSONNEL - Director Coral Ferrin

Requested Action(s)

a) AGREEMENT - Request approval and authorization for the Personnel Director to sign the Student Workforce Experience Program (SWEX) through the Department of Rehabilitation, which allows Tehama County to provide a worksite location and on-the-job training to program participants, effective upon date of signing with automatic annual renewal, and shall terminate 9/30/28

b) RESOLUTION - Request adoption of revised Resolution 2026-010 outlining the Terms and Conditions of participation in the Student Work Experience Program (SWEX) and authorizing all County departments to participate in the Program

Financial Impact:

There is no financial impact for participation. Participants are paid entirely by the Foundation for California Community Colleges (FoundationCCC).

Background Information:

The requested action is to approve amended resolution 2026-010 and authorize the Tehama County Personnel Director to sign the agreement with the Student Work Experience Program (SWEX) for County Departments interested in participating in the program. This program is offered through the Department of Rehabilitation (DoR) and administered by the Foundation for California Community Colleges (FoundationCCC). It is designed to provide participants with paid, supervised work-based learning and on-the-job training opportunities with public agencies and community-serving organizations.

Those hired through the program would be considered part-time, temporary employees of the Foundation, working fewer than 1,000 hours per fiscal year and not eligible for County benefits. The Foundation would serve as the employer of record and would pay participants minimum wage for all reported hours. For practical purposes, they would function similarly to volunteers.

Providing a training environment will directly contribute to the social, cultural, intellectual and economic development of our community. This program offers students valuable work experience all while giving the students the opportunity to earn an income while going to college. Failure to approve participation in this program may result in a student missing an opportunity to receive valuable work experience and earn much needed income, as well as the County having an opportunity to save on wages.

The Joint Council Bargaining Unit representative has been given an opportunity to meet and confer regarding this new program and an agreement between the County and the Bargaining Unit has been reached.

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TEHAMA AMENDING RESOLUTION 2026-010 BY AUTHORIZING ALL COUNTY DEPARTMENTS TOPARTICIPATE IN THE "CAREER CATALYST" WORKFORCE PROGRAM

WHEREAS, the Board of Supervisors of the County of Tehama, State of California, desires to supervise and train, participants of the Career Catalyst Workforce Program through the Foundation of California Community Colleges (FoundationCCC) within Tehama County departments; and

WHEREAS, The Career Catalyst Workforce Program is a workforce development initiative designed to provide participants with paid, supervised, work-based learning and on-the-job training experiences with state and local agencies; and

WHEREAS, Tehama County has identified priority assignments suitable for Program participants that will provide meaningful learning outcomes and community benefit, while maintaining appropriate supervision, training, and safety practices; and

WHEREAS, The "employer of record" is the FoundationCCC and participants identified herein are, for all purposes, not employees of Tehama County with respect to the Program and this resolution, the County of Tehama is providing a worksite location and on-the-job training; and

WHEREAS, Participants are considered part-time, temporary (less than 1,000 hours per fiscal year), non-benefit eligible employees of FoundationCCC and FoundationCCC will be responsible for payment of wages at minimum wage to participants for all hours reported; and

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors of the County of Tehama, State of California, does hereby authorize the Tehama County Personnel Director to sign the program's standard agreement attached as Exhibit A for participation in the Career Catalyst Workforce Program.

The foregoing resolution was offered on a motion by Supervisor _____, seconded by Supervisor _____ and adopted by the following vote of the Board:

AYES:

NOES:

ABSENT OR NOT VOTING:

STATE OF CALIFORNIA)

) SS
COUNTY OF TEHAMA)

I, Sean Houghtby, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a Resolution and Order adopted by the Board of Supervisors on the _____ day of _____, 2026.

Dated this _____ day of _____, 2026.

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

By

_____
Deputy

Exhibit A

Career Catalyst

Brought to you by the Foundation for California Community Colleges

Career Catalyst Worksite Agreement

This Career Catalyst Worksite Agreement ("Agreement") is entered into between California Department of Rehabilitation, a California State Agency ("Customer"),

_____, a

Government entity

("Worksite"), and Foundation for California Community Colleges, a California non-profit 501(c)(3) corporation, ("FoundationCCC"), collectively ("Parties"), and describes the roles and responsibilities of the Parties in relation to the placement of Career Catalyst Program Participants ("Participant(s)") at Worksite, in accordance with the Career Catalyst Program Agreement entered into between Customer and FoundationCCC.

Contract Summary

Term of Agreement:	October 1st, 2025 through Spetember 30th, 2028
Program:	Student Work Experience Program (SWEX)
Funding Type: *(Check any that apply)*	Federal: X WIOA: _____ State: _____ Other (please name): _____ *If federal or state, what is the funding source?:*

By signing this Agreement, the Parties acknowledge their acceptance of all the terms and conditions in this Agreement, including any attachments.*

THE PARTIES HEREBY EXECUTE THIS AGREEMENT.

CUSTOMER

By: Julie Burke

Print Name: Julie Burke

Title: SSC

Date: 219/2026

FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

By: _____

Print Name: Leti Shafer

Title: Manager, Strategic Implementation

Date: 09/05/2025

WORKSITE

By: _____

Print Name: _____

Title: _____

Date: _____

***FoundationCCC's signature above shall be invalid if any revisions are made to this Agreement that are not formally approved and agreed upon in writing by FoundationCCC.**

1. BACKGROUND

The Career Catalyst program is FoundationCCC's employer of record service. Established in 1998. this workforce development program provides comprehensive HR, payroll, and administrative support for work-based learning programs. This allows partner organizations to focus on creating meaningful opportunities for those they seek to serve.

2. DEFINITIONS

The following capitalized terms when used in this Agreement are defined as follows:

"Participant" shall refer to the individual participating in the Career Catalyst program who is performing work under the direction and control of the Worksite. Participants are considered part-time, temporary (less than 1,000 hours per fiscal year), non-benefit eligible employees of FoundationCCC.

"Start Date" shall refer to the Participants first day of performing any work at the Worksite.

"Worksite" shall refer to the agency, business, or workplace where the Participant will be placed and perform their job duties.

"Worksite Agreement" shall refer to this Agreement entered into between Customer, Worksite, and FoundationCCC, which sets forth the roles and responsibilities of Customer, Worksite, and FoundationCCC in relation to participation in the Career Catalyst program.

3. CUSTOMER RESPONSIBILITIES

A. **Case Management.** Customer shall provide case management services for the Participants, including managing all employment paperwork and onboarding of Participant.

B. **Timesheets.** Customer shall ensure Worksite submits Participant time sheets, including reporting daily tips (*if applicable*), electronically using FoundationCCC's HRIS platform. Otherwise, Customer will visit the Worksite to collect timesheets and submit to FoundationCCC for payroll processing.

C. **Site Visits.** Customer shall visit Worksite intermittently, at least on a monthly basis, for the purpose of monitoring compliance with this agreement and reviewing Participant progress.

D. **Requesting Pre-employment Screening.** Customer shall submit to FoundationCCC a pre-employment screening request, subject to the requirements in Worksite Responsibilities, Section 4(C) ("Requesting Pre-Employment Screening).

4. WORKSITE RESPONSIBILITIES

A. **Job Assignment.** Worksite agrees to provide all Participant(s), as referenced in Attachment A, with the opportunity to work in the capacity of the job titles(s), as referenced in Attachment A, which will enhance long term employability skills through work exposure (career exploration) and to gain entry level work readiness skills (work maturity) for future employment opportunities. Worksite shall train the Participant in work maturity skills and work readiness skills and in accordance with the agreed upon workplace competencies (See Attachment A, attached hereto and incorporated by reference, for Training Outline). Worksite shall complete and submit to FoundationCCC and Customer a separate Attachment A for each Participant prior to each Participant beginning their work experience.

B. **Onboarding Documentation.** Worksite shall ensure Participants complete all legally required documentation and provide valid documentation to Customer prior to Participant

beginning their paid work experience at the Worksite. This includes, without limitation, ensuring Participant completes Form I-9 within three business days of Participant's Start Date. If the Form I-9 is not completed on time, Worksite shall ensure Participant is prohibited from working and understands that Participant may be subject to immediate termination by FoundationCCC.

C. **Requesting Pre-Employment Screening.** If Worksite requires a pre-employment screening for a Participant, including a criminal background check and drug screen, Worksite must inform Customer prior to onboarding and provide any Worksite specific criteria that should be used in the consideration process (e.g., disqualifying criteria). Customer must submit the pre-employment screening request to FoundationCCC prior to onboarding. FoundationCCC, as the employer-of-record, shall conduct pre-employment screening for Participants and cannot accept pre-employment screening records from Worksite in lieu of conducting its own pre-employment screening. For the avoidance of doubt, Participants shall only be subject to pre-employment screening when Worksite employees are also subject to pre-employment screening for the same or similar positions.

D. **Minimum Wage Notification.** Worksite shall be responsible for notifying FoundationCCC if any Participant position is or becomes subject to any local, state, or federal minimum or prevailing wage requirements, or subject to the terms of a collective bargaining agreement.

E. **Participant Supervision.** Worksite shall be responsible for the day-to-day control and supervision of Participant, including providing training and work assignments in accordance with the Participant's job description, as referenced in Attachment A. Worksite shall ensure Participants are not entrusted with the care of unattended premises, or unsupervised custody or control of cash, credit cards, valuables or other similar property, unless approved in advance in writing by FoundationCCC.

F. **Workplace Safety and Training.** As Worksite controls the facilities in which Participants work, Worksite shall be responsible for providing guidance and training to each Participant on all of the following Worksite programs:

i. Injury and Illness Prevention Program, in accordance with Title 8 of California Code of Regulations.
ii. Heat and Illness Prevention Program, in accordance with California Code of Regulations section 3395, if applicable.
iii. Worker Protection from Wildfire Smoke Program, in accordance with California Code of Regulations section 5141.1, if applicable.
iv. Workplace Violence Prevention Program, in accordance with Labor Code section 6401.9.

If required by law for Worksite's employees, Worksite shall similarly document Participant's training completion of the above programs and provide copies to FoundationCCC upon request. Worksite shall cooperate with FoundationCCC's reasonable requests for Worksite's participation in any post incident or related investigation, including, without limitation, providing all relevant documentation necessary to fulfill FoundationCCC's obligations under local, state, or federal law.

Worksite shall provide the Participant with supervision, safety instructions, safety related equipment, and personal protective equipment (PPE) that is required by law and/or is reasonable to protect against injury and/or illness while working at the Worksite. Worksite shall provide the Participant training on the specifications and maintenance of safety related equipment and/or PPE prior to Participant's use. Where special clothing, training, or PPE is

provided to the Worksite's employees, the same shall be provided to the Participant. If Worksite uses or stores hazardous chemicals to which Participants may be exposed, Worksite shall ensure it maintains Safety Data Sheets (SDS) and provides information and training to Participants about hazardous chemicals by means of a hazard communication program, in accordance with California Code of Regulations section 5194 and Code of Federal Regulations section 1910.1200.

G. **1,000-Hour Limitation.** FoundationCCC cannot employ a Participant for more than 1,000-hours per fiscal year (July – June). Worksite shall ensure that no Participant exceeds this 1,000-hour per fiscal year limitation, unless properly classified as a Student Assistant under California law and subject to Customer and FoundationCCC's prior approval.

   i. Incumbent Workers. If a Participant performs work at a Worksite outside of their Career Catalyst employment, Worksite shall notify Customer and FoundationCCC in advance of onboarding. In such instances, Participant may be limited to working less hours during their Career Catalyst employment to ensure compliance with applicable law.

H. **Timekeeping and Meal & Rest Break Compliance.** Worksite shall be responsible for accurately tracking and verifying Participant time records for hours worked on a bi-weekly basis and ensuring Participants enter and approve accurate timesheets, including logging daily tips (*if applicable*), on FoundationCCC's HRIS platform. Worksite shall ensure Participants receive meal and rest breaks in compliance with California law. The time record shall include all of Participant's start and end times, as well as meal periods and rest breaks.

   i. Overtime. Worksite shall ensure Participants do not work more than 8 hours per day or 40 hours per week. If Participants work more than 8 hours per day or 40 hours per week, Worksite is responsible for compensating Customer for payment of overtime to Participants. However, under no circumstances shall Worksite permit Participants under the age of 18 to work overtime.

I. **Notification of Incidents and Complaints.** Worksite shall immediately notify Customer and FoundationCCC of the following: (1) any injury and/or Workers' Compensation claims related to a Participant; and (2) all formal and informal complaints, allegations, accidents, or incidents relating to any Participant or workplace safety violation of which Worksite becomes aware, regardless of the source, including but not limited to, allegations of sexual harassment, discrimination, violations of law, threats or acts of violence, or violation of Worksite policy. Worksite shall cooperate with FoundationCCC's reasonable requests for participation in any post-incident investigation, including but not limited to providing all relevant information and documentation requested.

J. **Prohibition on Motor Vehicles, Heavy Equipment, and Power Tool.** Worksite agrees and shall ensure that Participants are prohibited from operating any motor vehicle, heavy equipment, or power tools without Customer and FoundationCCC's prior written approval. If FoundationCCC approves the use of motor vehicles or heavy equipment, Worksite must complete and sign FoundationCCC's applicable policies (e.g., Driving Standard), as directed by FoundationCCC. If FoundationCCC approves the use of heavy equipment or power tools, Worksite shall ensure Participant receives and completes all necessary training, certification, and safety instruction (including instruction on proper use of Personal Protective Equipment (PPE)) required under applicable California law and regulation, which includes without limitation compliance with all applicable Department of Industrial Relations and Cal-OSHA Safety Orders.

K. **Compliance with Local, State, and Federal Law.** Worksite represents, warrants, and agrees that it shall comply with all local, state, and federal laws and regulations. This includes, but is not limited to the following:

i. Worksite certifies that Customer and Worksite provide a drug-free workplace, required by the California Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.).
ii. Worksite shall comply with all applicable state, federal, and local laws and regulations relating a safe and accessible work environment, including but not limited to federal and California Occupational Safety and Health Administration ("OSHA" and "CalOSHA") laws and regulations, including the recording of workplace injuries on Worksite's OSHA 300 logs, and any other regulation, order, or guidelines from the California Department of Public Health, local county, or any other government entity with jurisdiction over the Customer or Worksite.
iii. Worksite and Customer shall comply with the requirements of the Fair Labor Standards Act, the California Labor Code, the California Industrial Wage Orders, Title VII of the Civil Rights Act of 1964, the Fair Employment and Housing Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, Workforce Innovation and Opportunity Act ("WIOA"), and all other local, state, and federal laws regulations governing the hiring or employment of Participant.

L. **Site Visits.** Worksite shall allow for monitoring visits by representatives of Customer and FoundationCCC.

M. **Participant Offboarding.** Prior to initiating an offboarding of a Participant and to ensure FoundationCCC can provide timely payment of Participant's final wages under the Labor Code, Worksite shall submit to Customer and FoundationCCC a written offboarding request as follows:

i. Worksite shall submit an offboarding request at least 4 business days in advance of Participant's requested last day of work, which includes when a Participant completes their work experience.
ii. Worksite shall notify Customer and FoundationCCC immediately in writing if a Participant voluntarily quits their work experience.

If Worksite fails to notify Customer and FoundationCCC in accordance with the above timeline, Worksite shall be responsible for compensating Customer for payments made to Participants for the costs of waiting time penalties, per Labor Code section 203.

N. **Alcohol and Tobacco Products**. Worksite shall ensure that Participants under the age of 21 will not have access to, distribute, sell, or serve alcohol or tobacco products. For Participants over the age of 21, Worksite shall ensure the individual receives proper training for selling, pouring, and distributing alcohol and tobacco products. Violation of this clause will result in termination of this Agreement.

O. **Sex Offender Notice.** Worksite shall inform Customer and FoundationCCC immediately if they *become aware* that there is an employee or other person at the Worksite that Participant may come into contact with that is listed as a Registered Sex Offender.

P. **Tip Payments.** If Participants are working in a tip eligible position, Worksite is solely responsible for paying all daily tips directly to Participants at the time they are received. FoundationCCC assumes no responsibility for Worksite's noncompliance with this clause.

Q. **Remote Work.** If Participants will be working remotely (fully remote or hybrid), Worksite shall abide by and sign FoundationCCC's Career Catalyst Telework Policy. Worksite understands and agrees that Participants working remotely are entitled to be paid the local minimum wage applicable to the locality where they are performing work (e.g., their home address). If Participants are working in a hybrid role, Worksite understands and agrees that FoundationCCC will apply the higher rate between the local minimum wage applicable to the Worksite location and the locality where the Participant is performing remote work.

5. FOUNDATIONCCC RESPONSIBILITIES

FoundationCCC shall serve as the employer-of-record for Participants and shall provide all services as outlined in the Career Catalyst Program Agreement entered into between Customer and FoundationCCC. As it relates to this Worksite Agreement, FoundationCCC shall be responsible for the following:

A. **Payroll.** FoundationCCC shall be responsible for payment of wages to Participants for all hours reported on Participant's timesheet at the time of payroll processing.

i. Tax Withholding on Tips. If a Participant works in a tip eligible position, FoundationCCC shall be responsible for withholding and paying appropriate taxes on all daily tips reported by Participant on FoundationCCC's HRIS platform. Worksite is responsible for paying daily tips directly to Participant, and FoundationCCC assumes no responsibility for doing so.

B. **Workers' Compensation.** FoundationCCC shall provide workers' compensation coverage for Participants.

C. **Pre-Employment Screening.** If a pre-employment screening is required for the position or requested by Worksite, including a criminal background check and drug screen, FoundationCCC shall conduct the screening. In such instances, Customer must submit a pre-employment screening request to FoundationCCC prior to onboarding. For the avoidance of doubt, Participants shall only be subject to pre-employment screening when Worksite employees are also subject to pre-employment screening for the same or similar positions. FoundationCCC cannot accept pre-employment screening records from Customer or Worksite in lieu of conducting its own pre-employment screening.

6. TERM AND TERMINATION

A. **Term.** This Term of this Agreement is from October 1st, 2025 through September 30th, 2028 ("Term"), in alignment with the Career Catalyst Program Agreement entered into between Customer and FoundationCCC. However, this Term in no way alters the employment term specified in each Participant's Attachment A.

B. **Termination for Convenience.** Customer or FoundationCCC may, in their sole discretion, immediately terminate this Agreement for any reason, without penalty, and require removal of the Participant from the Worksite if determined to be in the Participant's or Customer's best interest. Worksite may terminate this Agreement for any reason, without penalty, upon 15 days written notice to Customer.

C. **Procedures at Termination.** Worksite must cease or reduce work immediately upon receiving the notice of termination or as required by the written notice and take all steps possible to mitigate losses.

7. INSURANCE AND INDEMNIFICATION

A. **Insurance.** Worksite shall maintain insurance as listed below. Coverages required will not limit any liability of Worksite and will include all of the following:

i. Commercial General Liability Insurance with a combined single limit of no less than $1 million per occurrence. This policy shall name FoundationCCC, its directors, officers, and employees as Additional Insureds.

ii. Workers' Compensation Insurance, for Worksite's employees only (not Participants), as required under the Workers' Compensation and Safety Act of the State of California.

B. **Mutual Indemnification.**

i. To the extent permitted by law, FoundationCCC shall be liable for and shall indemnify, defend, and hold Worksite harmless against any costs, expenses, claims, suits, judgments, loss or damage (including reasonable attorneys' fees) arising from the fault or negligence of FoundationCCC, its officers, employees (excluding Participants), agents, subcontractors and representatives, in performance of the Services under this Agreement.

ii. To the extent permitted by law, Worksite shall be liable for and shall indemnify, defend, and hold FoundationCCC, its directors, officers, employees, and agents ("FoundationCCC Indemnitees") harmless against any costs, expenses, claims, suits, judgments, loss or damage (including reasonable attorneys' fees) arising from the fault or negligence of Worksite, their officers, employees, agents, subcontractors and representatives, or by Worksite's breach of this Agreement. Worksite further agrees, notwithstanding any indemnification obligation under subsection (i) above, to defend, indemnify and hold FoundationCCC Indemnitees harmless against any and all claims, loses, and liabilities that arise from (1) the acts or omissions of Participants taken at Worksite's direction or Worksite's failure to supervise any Participant in accordance with its obligations under this Agreement, and (2) use of any motor vehicle, regardless of ownership, by any Participant.

8. NOTICES

All notices and other communications required or permitted to be given under this Agreement shall be given in writing and shall be deemed given when emailed or actually delivered physically to the addresses specified below:

PARTY	CONTACT
Worksite Physical Address – please include the suite number if applicable 1830 Walnut Street Red Bluff, CA 96080 _____	**(Please provide 2 contacts):** Name: _____ Title: _____ Phone: _____ Email: _____ Name: _____ Title: _____ Phone: _____ Email: _____
Customer DOR 1900 Churn Creek Suite 100 Redding CA 96002 _____	**(Please provide 2 contacts):** Name: Julie Burke Title: SSC Phone: 530-902-3473 Email: julie.burke@dor.ca.gov Name: _____ Title: _____ Phone: _____ Email: _____
FoundationCCC 1102 Q Street Suite, 4800 Sacramento, CA 95811	**Program and Contract Notices** Workforce Development 916-498-6723 careercatalyst@foundationccc.org

9. GENERAL TERMS AND CONDITIONS

A. **Captions and Interpretation.** Paragraph headings in this Agreement are used solely for convenience and shall be wholly disregarded in the construction of this Agreement. Paragraph headings shall not be deemed to define, limit or extend the scope or intent of the paragraphs to which they appertain.

B. **Assignment and Delegation.** This Agreement may not be assigned or otherwise transferred by either party without the prior written consent of the other party; however, either party will have the right to assign its rights and obligations under this Agreement in connection with a merger, acquisition, or sale transfer of substantially all of its assets. Any assignment not in accordance with this paragraph is void.

C. **Debarment and/or Suspension.** Worksite shall comply with Executive Order 12549, Debarment and Suspension. Worksite represents and warrants that Worksite is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency or any California state department or agency.

D. **Entire Agreement.** This Agreement constitutes the entire, complete, final and exclusive Agreement between the parties with respect to the subject matter hereof and supersedes and replaces any and all prior and contemporaneous communications between the parties regarding such subject matter. Any terms and conditions which are additional to or different from the terms and conditions of this Agreement are hereby deemed rejected by FoundationCCC and shall not be of any effect or in any way binding upon FoundationCCC. To the extent that the terms and conditions of this Agreement conflict with, or are in any way inconsistent with, the terms and conditions of any exhibit hereto, the terms and conditions of this Agreement will prevail.

E. **Modification of Agreement.** This Agreement may be modified only by a written Agreement dated subsequent to this Agreement and signed by authorized representatives of each party. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

F. **Governing Law; Venue.** This Agreement is made under and will be governed by and construed in accordance with the laws of the State of California. Any litigation resulting from a dispute or claim arising under or relating to this Agreement shall be resolved in a state or federal court in Sacramento, California. The parties specifically submit to the personal jurisdiction and subject matter jurisdiction of the state and federal courts located in Sacramento, California. The prevailing party in any action relating to breach or enforcement of this Agreement shall be entitled to their reasonable attorneys' fees and costs

G. **Time is of the Essence.** Time is of the essence with respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

H. **Construction of Agreement.** Both parties have participated in the negotiation and drafting of this Agreement. Therefore, the terms and conditions of this Agreement shall not be construed against either party as the drafting party.

I. **Confidentiality.** Worksite shall not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any third party, other than in Worksite's assigned duties and for the benefit of FoundationCCC, any of FoundationCCC's or Participant's Confidential Information, either during or after Worksite's relationship with FoundationCCC, including without limitation information about Participants that may be obtained through application forms, interviews, reports, or any other source. Subject to applicable local, state, and federal law, including but not limited to the Richard McKee Transparency Act of 2011, Confidential Information is to be broadly defined, and includes but may not be limited to all information that has or could have commercial value or other utility in the business in which FoundationCCC is engaged or contemplates engaging, and all information of which the unauthorized disclosure could be detrimental to the interests of FoundationCCC, whether or not such information is identified as Confidential Information by FoundationCCC. This paragraph shall survive the expiration or early termination of this Agreement.

J. **Execution of this Agreement.** The Parties agree that this Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument, and that a photocopy or facsimile may serve as an original. If this Agreement is executed in counterparts, no signatory hereto shall be bound until both the parties have fully executed a counterpart of this Agreement.

K. **Authority to Bind.** The parties each represent and warrant that the signatories below are authorized to sign this Agreement on behalf of themselves or the party on whose behalf they execute this Agreement.

L. **Severability.** If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve, as nearly as possible, the same economic effect as the original provision and the remainder of this Agreement will remain in full force and effect.

M. **Non-waiver.** The failure of either FoundationCCC or Customer, whether purposeful or otherwise, to exercise in any instance any right, power or privilege (including but not limited to waiver) under this Agreement or under law of this Agreement shall not constitute a waiver of any other right, power or privilege, nor of the same right, power or privilege in any other instance. Any waiver by FoundationCCC must be in writing.

N. **Relationship of the Parties.** Both parties are independent parties and this Agreement will not establish any relationship of partnership, joint venture, employment, agency or otherwise. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided in this Agreement.

   i. Finding of Joint Employment. In the event there is a finding by an applicable court of law that a joint-employment relationship exists between FoundationCCC and Worksite, both parties agree that they shall work collaboratively to ensure compliance with all legal obligations, which includes but is not limited to pension enrollment, employer / employee contributions, and defense / indemnity of any claims, administrative actions, litigation, or other proceedings related to pension and fringe benefit obligations.

O. **Force Majeure.** FoundationCCC shall not be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of Services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, terrorism, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation,

pandemic, quarantine, global or local health emergencies, or any similar cause beyond the reasonable control of FoundationCCC.

P. **Waiver and Modifications.** No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

Q. **Retention of all Required Records.** Worksite and Customer agree to the retention of all required records, as per 29 CFR 95.53, for no less than 3 years following the completion of this agreement.

ATTACHMENT A TO WORKSITE AGREEMENT

Participant Form Addendum

To be completed for each participant as an addendum to the Agreement.

Employer Name & Address: Foundation for California Community Colleges
1102 Q Street, Suite 4800, Sacramento, CA 95811

Worksite: _____ **Worksite Department:** _____

Worksite Address at which Participant will be placed (include suite number):

_____

Customer: _____ Date: _____

Program Name: _____

Participant Name: _____

Position Title/Classification: _____

Worksite Supervisor Name: _____

Worksite Supervisor Contact Information (email and/or phone number): _____

Participant's Term of Employment: _____ to _____

Rate of compensation: $ _____ per hour

Work Hours: The Participants working hours during the Term of employment shall not exceed:
Maximum hours per week: _____ Maximum total hours for the Term of employment: _____

☐ *Detailed Job Description & Job Title attached Separately. (Check Box, If Applicable)*

If a detailed job description and title is not attached, please complete the questions below. If this is attached, you do not need to complete these questions.

Job Duties and Qualifications:

Purpose/Role of Position:

Duties/Responsibilities & Relationship to Position:

General Qualifications:

Specific Qualifications:

ATTACHMENT B – SPECIAL TERMS & CONDITIONS

[Placeholder for Special Terms & Conditions (e.g., funder requirements, etc.)]

[If WIOA funded, include the following terms and conditions:

"WIOA Terms and Conditions

1. Worksite shall comply with the requirements of the Workforce Innovation and Opportunity Act ("WIOA"). If the regulations promulgated pursuant to WIOA are amended or revised, Worksite shall comply with them or will notify Customer in writing within 30 days after promulgation of the amendments or revision that it cannot so conform.

2. Participant shall not be employed in the construction, operation, or maintenance of any facility that is used or to be used for sectarian instruction, or as a place of religious worship.

3. Worksite shall not allow a Participant to work at the Worksite if experiencing abnormal labor conditions such as strikes, lockouts, or layoffs and the work experience Participant will dislocate or affect employment or promotional opportunities for the Worksite's current or laid-off employees.

4. Worksite and/or the Participant shall not be involved in training activities, which assist, promote, or deter union organization."]

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TEHAMA AMENDING RESOLUTION 2026-010 BY AUTHORIZING ALL COUNTY DEPARTMENTS TO PARTICIPATEION IN THE "CAREER CATALYST" WORKFORCE PROGRAM

WHEREAS, the Board of Supervisors of the County of Tehama, State of California, desires to supervise and train, participants of the Career Catalyst Workforce Program through the Foundation of California Community Colleges (FoundationCCC) within in the Tehama County departments Library; and

WHEREAS, The Career Catalyst Workforce Program is a workforce development initiative designed to provide participants with paid, supervised, work-based learning and on-the-job training experiences with state and local public agencies and community-serving employers; and

WHEREAS, The Tehama County Library has identified priority assignments suitable for Program participants that will provide meaningful learning outcomes and community benefit, while maintaining appropriate supervision, training, and safety practices; and

WHEREAS, The "employer of record" is the FoundationCCC and participants identified herein are, for all purposes, not employees of Tehama County with respect to the Program and this resolution, the County of Tehama is providing a worksite location and on-the-job training; and

WHEREAS, Participants are considered part-time, temporary (less than 1,000 hours per fiscal year), non-benefit eligible employees of FoundationCCC and FoundationCCC will be responsible for payment of wages at minimum wage to participants for all hours reported; and

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors of the County of Tehama, State of California, does hereby authorize the Tehama County Personnel DirectorLibrarian to sign the program's standard agreement attached as Exhibit A for participation in the Career Catalyst Workforce Program.

The foregoing resolution was offered on a motion by Supervisor _____, seconded by Supervisor _____ and adopted by the following vote of the Board:

AYES:

NOES:

ABSENT OR NOT VOTING:

STATE OF CALIFORNIA)
) SS
COUNTY OF TEHAMA)

I, Sean Houghtby, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a Resolution and Order adopted by the Board of Supervisors on the _____ day of _____, 2026.

Dated this _____ day of _____, 2026.

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

By

_____
Deputy

Exhibit A

Career Catalyst

Brought to you by the Foundation for California Community Colleges

Career Catalyst Worksite Agreement

This Career Catalyst Worksite Agreement ("Agreement") is entered into between California Department of Rehabilitation, a California State Agency ("Customer"),

_____, a

Government entity

("Worksite"), and Foundation for California Community Colleges, a California non-profit 501(c)(3) corporation, ("FoundationCCC"), collectively ("Parties"), and describes the roles and responsibilities of the Parties in relation to the placement of Career Catalyst Program Participants ("Participant(s)") at Worksite, in accordance with the Career Catalyst Program Agreement entered into between Customer and FoundationCCC.

Contract Summary

Term of Agreement:	October 1st, 2025 through Spetember 30th, 2028
Program:	Student Work Experience Program (SWEX)
Funding Type: *(Check any that apply)*	Federal: X WIOA: _____ State: _____ Other (please name): _____ *If federal or state, what is the funding source?:*

By signing this Agreement, the Parties acknowledge their acceptance of all the terms and conditions in this Agreement, including any attachments.*

THE PARTIES HEREBY EXECUTE THIS AGREEMENT.

CUSTOMER

By: Julie Burke

Print Name: Julie Burke

Title: SSC

Date: 219/2026

FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

By: _____

Print Name: Leti Shafer

Title: Manager, Strategic Implementation

Date: 09/05/2025

WORKSITE

By: _____

Print Name: _____

Title: _____

Date: _____

***FoundationCCC's signature above shall be invalid if any revisions are made to this Agreement that are not formally approved and agreed upon in writing by FoundationCCC.**

1. BACKGROUND

The Career Catalyst program is FoundationCCC's employer of record service. Established in 1998. this workforce development program provides comprehensive HR, payroll, and administrative support for work-based learning programs. This allows partner organizations to focus on creating meaningful opportunities for those they seek to serve.

2. DEFINITIONS

The following capitalized terms when used in this Agreement are defined as follows:

"Participant" shall refer to the individual participating in the Career Catalyst program who is performing work under the direction and control of the Worksite. Participants are considered part-time, temporary (less than 1,000 hours per fiscal year), non-benefit eligible employees of FoundationCCC.

"Start Date" shall refer to the Participants first day of performing any work at the Worksite.

"Worksite" shall refer to the agency, business, or workplace where the Participant will be placed and perform their job duties.

"Worksite Agreement" shall refer to this Agreement entered into between Customer, Worksite, and FoundationCCC, which sets forth the roles and responsibilities of Customer, Worksite, and FoundationCCC in relation to participation in the Career Catalyst program.

3. CUSTOMER RESPONSIBILITIES

A. **Case Management.** Customer shall provide case management services for the Participants, including managing all employment paperwork and onboarding of Participant.

B. **Timesheets.** Customer shall ensure Worksite submits Participant time sheets, including reporting daily tips (*if applicable*), electronically using FoundationCCC's HRIS platform. Otherwise, Customer will visit the Worksite to collect timesheets and submit to FoundationCCC for payroll processing.

C. **Site Visits.** Customer shall visit Worksite intermittently, at least on a monthly basis, for the purpose of monitoring compliance with this agreement and reviewing Participant progress.

D. **Requesting Pre-employment Screening.** Customer shall submit to FoundationCCC a pre-employment screening request, subject to the requirements in Worksite Responsibilities, Section 4(C) ("Requesting Pre-Employment Screening).

4. WORKSITE RESPONSIBILITIES

A. **Job Assignment.** Worksite agrees to provide all Participant(s), as referenced in Attachment A, with the opportunity to work in the capacity of the job titles(s), as referenced in Attachment A, which will enhance long term employability skills through work exposure (career exploration) and to gain entry level work readiness skills (work maturity) for future employment opportunities. Worksite shall train the Participant in work maturity skills and work readiness skills and in accordance with the agreed upon workplace competencies (See Attachment A, attached hereto and incorporated by reference, for Training Outline). Worksite shall complete and submit to FoundationCCC and Customer a separate Attachment A for each Participant prior to each Participant beginning their work experience.

B. **Onboarding Documentation.** Worksite shall ensure Participants complete all legally required documentation and provide valid documentation to Customer prior to Participant

beginning their paid work experience at the Worksite. This includes, without limitation, ensuring Participant completes Form I-9 within three business days of Participant's Start Date. If the Form I-9 is not completed on time, Worksite shall ensure Participant is prohibited from working and understands that Participant may be subject to immediate termination by FoundationCCC.

C. **Requesting Pre-Employment Screening.** If Worksite requires a pre-employment screening for a Participant, including a criminal background check and drug screen, Worksite must inform Customer prior to onboarding and provide any Worksite specific criteria that should be used in the consideration process (e.g., disqualifying criteria). Customer must submit the pre-employment screening request to FoundationCCC prior to onboarding. FoundationCCC, as the employer-of-record, shall conduct pre-employment screening for Participants and cannot accept pre-employment screening records from Worksite in lieu of conducting its own pre-employment screening. For the avoidance of doubt, Participants shall only be subject to pre-employment screening when Worksite employees are also subject to pre-employment screening for the same or similar positions.

D. **Minimum Wage Notification.** Worksite shall be responsible for notifying FoundationCCC if any Participant position is or becomes subject to any local, state, or federal minimum or prevailing wage requirements, or subject to the terms of a collective bargaining agreement.

E. **Participant Supervision.** Worksite shall be responsible for the day-to-day control and supervision of Participant, including providing training and work assignments in accordance with the Participant's job description, as referenced in Attachment A. Worksite shall ensure Participants are not entrusted with the care of unattended premises, or unsupervised custody or control of cash, credit cards, valuables or other similar property, unless approved in advance in writing by FoundationCCC.

F. **Workplace Safety and Training.** As Worksite controls the facilities in which Participants work, Worksite shall be responsible for providing guidance and training to each Participant on all of the following Worksite programs:

i. Injury and Illness Prevention Program, in accordance with Title 8 of California Code of Regulations.
ii. Heat and Illness Prevention Program, in accordance with California Code of Regulations section 3395, if applicable.
iii. Worker Protection from Wildfire Smoke Program, in accordance with California Code of Regulations section 5141.1, if applicable.
iv. Workplace Violence Prevention Program, in accordance with Labor Code section 6401.9.

If required by law for Worksite's employees, Worksite shall similarly document Participant's training completion of the above programs and provide copies to FoundationCCC upon request. Worksite shall cooperate with FoundationCCC's reasonable requests for Worksite's participation in any post incident or related investigation, including, without limitation, providing all relevant documentation necessary to fulfill FoundationCCC's obligations under local, state, or federal law.

Worksite shall provide the Participant with supervision, safety instructions, safety related equipment, and personal protective equipment (PPE) that is required by law and/or is reasonable to protect against injury and/or illness while working at the Worksite. Worksite shall provide the Participant training on the specifications and maintenance of safety related equipment and/or PPE prior to Participant's use. Where special clothing, training, or PPE is

provided to the Worksite's employees, the same shall be provided to the Participant. If Worksite uses or stores hazardous chemicals to which Participants may be exposed, Worksite shall ensure it maintains Safety Data Sheets (SDS) and provides information and training to Participants about hazardous chemicals by means of a hazard communication program, in accordance with California Code of Regulations section 5194 and Code of Federal Regulations section 1910.1200.

G. **1,000-Hour Limitation.** FoundationCCC cannot employ a Participant for more than 1,000-hours per fiscal year (July – June). Worksite shall ensure that no Participant exceeds this 1,000-hour per fiscal year limitation, unless properly classified as a Student Assistant under California law and subject to Customer and FoundationCCC's prior approval.

   i. Incumbent Workers. If a Participant performs work at a Worksite outside of their Career Catalyst employment, Worksite shall notify Customer and FoundationCCC in advance of onboarding. In such instances, Participant may be limited to working less hours during their Career Catalyst employment to ensure compliance with applicable law.

H. **Timekeeping and Meal & Rest Break Compliance.** Worksite shall be responsible for accurately tracking and verifying Participant time records for hours worked on a bi-weekly basis and ensuring Participants enter and approve accurate timesheets, including logging daily tips (*if applicable*), on FoundationCCC's HRIS platform. Worksite shall ensure Participants receive meal and rest breaks in compliance with California law. The time record shall include all of Participant's start and end times, as well as meal periods and rest breaks.

   i. Overtime. Worksite shall ensure Participants do not work more than 8 hours per day or 40 hours per week. If Participants work more than 8 hours per day or 40 hours per week, Worksite is responsible for compensating Customer for payment of overtime to Participants. However, under no circumstances shall Worksite permit Participants under the age of 18 to work overtime.

I. **Notification of Incidents and Complaints.** Worksite shall immediately notify Customer and FoundationCCC of the following: (1) any injury and/or Workers' Compensation claims related to a Participant; and (2) all formal and informal complaints, allegations, accidents, or incidents relating to any Participant or workplace safety violation of which Worksite becomes aware, regardless of the source, including but not limited to, allegations of sexual harassment, discrimination, violations of law, threats or acts of violence, or violation of Worksite policy. Worksite shall cooperate with FoundationCCC's reasonable requests for participation in any post-incident investigation, including but not limited to providing all relevant information and documentation requested.

J. **Prohibition on Motor Vehicles, Heavy Equipment, and Power Tool.** Worksite agrees and shall ensure that Participants are prohibited from operating any motor vehicle, heavy equipment, or power tools without Customer and FoundationCCC's prior written approval. If FoundationCCC approves the use of motor vehicles or heavy equipment, Worksite must complete and sign FoundationCCC's applicable policies (e.g., Driving Standard), as directed by FoundationCCC. If FoundationCCC approves the use of heavy equipment or power tools, Worksite shall ensure Participant receives and completes all necessary training, certification, and safety instruction (including instruction on proper use of Personal Protective Equipment (PPE)) required under applicable California law and regulation, which includes without limitation compliance with all applicable Department of Industrial Relations and Cal-OSHA Safety Orders.

K. **Compliance with Local, State, and Federal Law.** Worksite represents, warrants, and agrees that it shall comply with all local, state, and federal laws and regulations. This includes, but is not limited to the following:

i. Worksite certifies that Customer and Worksite provide a drug-free workplace, required by the California Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.).
ii. Worksite shall comply with all applicable state, federal, and local laws and regulations relating a safe and accessible work environment, including but not limited to federal and California Occupational Safety and Health Administration ("OSHA" and "CalOSHA") laws and regulations, including the recording of workplace injuries on Worksite's OSHA 300 logs, and any other regulation, order, or guidelines from the California Department of Public Health, local county, or any other government entity with jurisdiction over the Customer or Worksite.
iii. Worksite and Customer shall comply with the requirements of the Fair Labor Standards Act, the California Labor Code, the California Industrial Wage Orders, Title VII of the Civil Rights Act of 1964, the Fair Employment and Housing Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, Workforce Innovation and Opportunity Act ("WIOA"), and all other local, state, and federal laws regulations governing the hiring or employment of Participant.

L. **Site Visits.** Worksite shall allow for monitoring visits by representatives of Customer and FoundationCCC.

M. **Participant Offboarding.** Prior to initiating an offboarding of a Participant and to ensure FoundationCCC can provide timely payment of Participant's final wages under the Labor Code, Worksite shall submit to Customer and FoundationCCC a written offboarding request as follows:

i. Worksite shall submit an offboarding request at least 4 business days in advance of Participant's requested last day of work, which includes when a Participant completes their work experience.
ii. Worksite shall notify Customer and FoundationCCC immediately in writing if a Participant voluntarily quits their work experience.

If Worksite fails to notify Customer and FoundationCCC in accordance with the above timeline, Worksite shall be responsible for compensating Customer for payments made to Participants for the costs of waiting time penalties, per Labor Code section 203.

N. **Alcohol and Tobacco Products**. Worksite shall ensure that Participants under the age of 21 will not have access to, distribute, sell, or serve alcohol or tobacco products. For Participants over the age of 21, Worksite shall ensure the individual receives proper training for selling, pouring, and distributing alcohol and tobacco products. Violation of this clause will result in termination of this Agreement.

O. **Sex Offender Notice.** Worksite shall inform Customer and FoundationCCC immediately if they *become aware* that there is an employee or other person at the Worksite that Participant may come into contact with that is listed as a Registered Sex Offender.

P. **Tip Payments.** If Participants are working in a tip eligible position, Worksite is solely responsible for paying all daily tips directly to Participants at the time they are received. FoundationCCC assumes no responsibility for Worksite's noncompliance with this clause.

Q. **Remote Work.** If Participants will be working remotely (fully remote or hybrid), Worksite shall abide by and sign FoundationCCC's Career Catalyst Telework Policy. Worksite understands and agrees that Participants working remotely are entitled to be paid the local minimum wage applicable to the locality where they are performing work (e.g., their home address). If Participants are working in a hybrid role, Worksite understands and agrees that FoundationCCC will apply the higher rate between the local minimum wage applicable to the Worksite location and the locality where the Participant is performing remote work.

5. FOUNDATIONCCC RESPONSIBILITIES

FoundationCCC shall serve as the employer-of-record for Participants and shall provide all services as outlined in the Career Catalyst Program Agreement entered into between Customer and FoundationCCC. As it relates to this Worksite Agreement, FoundationCCC shall be responsible for the following:

A. **Payroll.** FoundationCCC shall be responsible for payment of wages to Participants for all hours reported on Participant's timesheet at the time of payroll processing.

i. Tax Withholding on Tips. If a Participant works in a tip eligible position, FoundationCCC shall be responsible for withholding and paying appropriate taxes on all daily tips reported by Participant on FoundationCCC's HRIS platform. Worksite is responsible for paying daily tips directly to Participant, and FoundationCCC assumes no responsibility for doing so.

B. **Workers' Compensation.** FoundationCCC shall provide workers' compensation coverage for Participants.

C. **Pre-Employment Screening.** If a pre-employment screening is required for the position or requested by Worksite, including a criminal background check and drug screen, FoundationCCC shall conduct the screening. In such instances, Customer must submit a pre-employment screening request to FoundationCCC prior to onboarding. For the avoidance of doubt, Participants shall only be subject to pre-employment screening when Worksite employees are also subject to pre-employment screening for the same or similar positions. FoundationCCC cannot accept pre-employment screening records from Customer or Worksite in lieu of conducting its own pre-employment screening.

6. TERM AND TERMINATION

A. **Term.** This Term of this Agreement is from October 1st, 2025 through September 30th, 2028 ("Term"), in alignment with the Career Catalyst Program Agreement entered into between Customer and FoundationCCC. However, this Term in no way alters the employment term specified in each Participant's Attachment A.

B. **Termination for Convenience.** Customer or FoundationCCC may, in their sole discretion, immediately terminate this Agreement for any reason, without penalty, and require removal of the Participant from the Worksite if determined to be in the Participant's or Customer's best interest. Worksite may terminate this Agreement for any reason, without penalty, upon 15 days written notice to Customer.

C. **Procedures at Termination.** Worksite must cease or reduce work immediately upon receiving the notice of termination or as required by the written notice and take all steps possible to mitigate losses.

7. INSURANCE AND INDEMNIFICATION

A. **Insurance.** Worksite shall maintain insurance as listed below. Coverages required will not limit any liability of Worksite and will include all of the following:

i. Commercial General Liability Insurance with a combined single limit of no less than $1 million per occurrence. This policy shall name FoundationCCC, its directors, officers, and employees as Additional Insureds.

ii. Workers' Compensation Insurance, for Worksite's employees only (not Participants), as required under the Workers' Compensation and Safety Act of the State of California.

B. **Mutual Indemnification.**

i. To the extent permitted by law, FoundationCCC shall be liable for and shall indemnify, defend, and hold Worksite harmless against any costs, expenses, claims, suits, judgments, loss or damage (including reasonable attorneys' fees) arising from the fault or negligence of FoundationCCC, its officers, employees (excluding Participants), agents, subcontractors and representatives, in performance of the Services under this Agreement.

ii. To the extent permitted by law, Worksite shall be liable for and shall indemnify, defend, and hold FoundationCCC, its directors, officers, employees, and agents ("FoundationCCC Indemnitees") harmless against any costs, expenses, claims, suits, judgments, loss or damage (including reasonable attorneys' fees) arising from the fault or negligence of Worksite, their officers, employees, agents, subcontractors and representatives, or by Worksite's breach of this Agreement. Worksite further agrees, notwithstanding any indemnification obligation under subsection (i) above, to defend, indemnify and hold FoundationCCC Indemnitees harmless against any and all claims, loses, and liabilities that arise from (1) the acts or omissions of Participants taken at Worksite's direction or Worksite's failure to supervise any Participant in accordance with its obligations under this Agreement, and (2) use of any motor vehicle, regardless of ownership, by any Participant.

8. NOTICES

All notices and other communications required or permitted to be given under this Agreement shall be given in writing and shall be deemed given when emailed or actually delivered physically to the addresses specified below:

PARTY	CONTACT
Worksite Physical Address – please include the suite number if applicable 1830 Walnut Street Red Bluff, CA 96080 _____	**(Please provide 2 contacts):** Name: _____ Title: _____ Phone: _____ Email: _____ Name: _____ Title: _____ Phone: _____ Email: _____
Customer DOR 1900 Churn Creek Suite 100 Redding CA 96002 _____	**(Please provide 2 contacts):** Name: Julie Burke Title: SSC Phone: 530-902-3473 Email: julie.burke@dor.ca.gov Name: _____ Title: _____ Phone: _____ Email: _____
FoundationCCC 1102 Q Street Suite, 4800 Sacramento, CA 95811	**Program and Contract Notices** Workforce Development 916-498-6723 careercatalyst@foundationccc.org

9. GENERAL TERMS AND CONDITIONS

A. **Captions and Interpretation.** Paragraph headings in this Agreement are used solely for convenience and shall be wholly disregarded in the construction of this Agreement. Paragraph headings shall not be deemed to define, limit or extend the scope or intent of the paragraphs to which they appertain.

B. **Assignment and Delegation.** This Agreement may not be assigned or otherwise transferred by either party without the prior written consent of the other party; however, either party will have the right to assign its rights and obligations under this Agreement in connection with a merger, acquisition, or sale transfer of substantially all of its assets. Any assignment not in accordance with this paragraph is void.

C. **Debarment and/or Suspension.** Worksite shall comply with Executive Order 12549, Debarment and Suspension. Worksite represents and warrants that Worksite is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency or any California state department or agency.

D. **Entire Agreement.** This Agreement constitutes the entire, complete, final and exclusive Agreement between the parties with respect to the subject matter hereof and supersedes and replaces any and all prior and contemporaneous communications between the parties regarding such subject matter. Any terms and conditions which are additional to or different from the terms and conditions of this Agreement are hereby deemed rejected by FoundationCCC and shall not be of any effect or in any way binding upon FoundationCCC. To the extent that the terms and conditions of this Agreement conflict with, or are in any way inconsistent with, the terms and conditions of any exhibit hereto, the terms and conditions of this Agreement will prevail.

E. **Modification of Agreement.** This Agreement may be modified only by a written Agreement dated subsequent to this Agreement and signed by authorized representatives of each party. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

F. **Governing Law; Venue.** This Agreement is made under and will be governed by and construed in accordance with the laws of the State of California. Any litigation resulting from a dispute or claim arising under or relating to this Agreement shall be resolved in a state or federal court in Sacramento, California. The parties specifically submit to the personal jurisdiction and subject matter jurisdiction of the state and federal courts located in Sacramento, California. The prevailing party in any action relating to breach or enforcement of this Agreement shall be entitled to their reasonable attorneys' fees and costs

G. **Time is of the Essence.** Time is of the essence with respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

H. **Construction of Agreement.** Both parties have participated in the negotiation and drafting of this Agreement. Therefore, the terms and conditions of this Agreement shall not be construed against either party as the drafting party.

I. **Confidentiality.** Worksite shall not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any third party, other than in Worksite's assigned duties and for the benefit of FoundationCCC, any of FoundationCCC's or Participant's Confidential Information, either during or after Worksite's relationship with FoundationCCC, including without limitation information about Participants that may be obtained through application forms, interviews, reports, or any other source. Subject to applicable local, state, and federal law, including but not limited to the Richard McKee Transparency Act of 2011, Confidential Information is to be broadly defined, and includes but may not be limited to all information that has or could have commercial value or other utility in the business in which FoundationCCC is engaged or contemplates engaging, and all information of which the unauthorized disclosure could be detrimental to the interests of FoundationCCC, whether or not such information is identified as Confidential Information by FoundationCCC. This paragraph shall survive the expiration or early termination of this Agreement.

J. **Execution of this Agreement.** The Parties agree that this Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument, and that a photocopy or facsimile may serve as an original. If this Agreement is executed in counterparts, no signatory hereto shall be bound until both the parties have fully executed a counterpart of this Agreement.

K. **Authority to Bind.** The parties each represent and warrant that the signatories below are authorized to sign this Agreement on behalf of themselves or the party on whose behalf they execute this Agreement.

L. **Severability.** If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve, as nearly as possible, the same economic effect as the original provision and the remainder of this Agreement will remain in full force and effect.

M. **Non-waiver.** The failure of either FoundationCCC or Customer, whether purposeful or otherwise, to exercise in any instance any right, power or privilege (including but not limited to waiver) under this Agreement or under law of this Agreement shall not constitute a waiver of any other right, power or privilege, nor of the same right, power or privilege in any other instance. Any waiver by FoundationCCC must be in writing.

N. **Relationship of the Parties.** Both parties are independent parties and this Agreement will not establish any relationship of partnership, joint venture, employment, agency or otherwise. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided in this Agreement.

   i. Finding of Joint Employment. In the event there is a finding by an applicable court of law that a joint-employment relationship exists between FoundationCCC and Worksite, both parties agree that they shall work collaboratively to ensure compliance with all legal obligations, which includes but is not limited to pension enrollment, employer / employee contributions, and defense / indemnity of any claims, administrative actions, litigation, or other proceedings related to pension and fringe benefit obligations.

O. **Force Majeure.** FoundationCCC shall not be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of Services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, terrorism, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation,

pandemic, quarantine, global or local health emergencies, or any similar cause beyond the reasonable control of FoundationCCC.

P. **Waiver and Modifications.** No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

Q. **Retention of all Required Records.** Worksite and Customer agree to the retention of all required records, as per 29 CFR 95.53, for no less than 3 years following the completion of this agreement.

ATTACHMENT A TO WORKSITE AGREEMENT

Participant Form Addendum

To be completed for each participant as an addendum to the Agreement.

Employer Name & Address: Foundation for California Community Colleges
1102 Q Street, Suite 4800, Sacramento, CA 95811

Worksite: _____ **Worksite Department:** _____

Worksite Address at which Participant will be placed (include suite number):

_____

Customer: _____ Date: _____

Program Name: _____

Participant Name: _____

Position Title/Classification: _____

Worksite Supervisor Name: _____

Worksite Supervisor Contact Information (email and/or phone number): _____

Participant's Term of Employment: _____ to _____

Rate of compensation: $ _____ per hour

Work Hours: The Participants working hours during the Term of employment shall not exceed:
Maximum hours per week: _____ Maximum total hours for the Term of employment: _____

☐ *Detailed Job Description & Job Title attached Separately. (Check Box, If Applicable)*

If a detailed job description and title is not attached, please complete the questions below. If this is attached, you do not need to complete these questions.

Job Duties and Qualifications:

Purpose/Role of Position:

Duties/Responsibilities & Relationship to Position:

General Qualifications:

Specific Qualifications:

ATTACHMENT B – SPECIAL TERMS & CONDITIONS

[Placeholder for Special Terms & Conditions (e.g., funder requirements, etc.)]

[If WIOA funded, include the following terms and conditions:

"WIOA Terms and Conditions

1. Worksite shall comply with the requirements of the Workforce Innovation and Opportunity Act ("WIOA"). If the regulations promulgated pursuant to WIOA are amended or revised, Worksite shall comply with them or will notify Customer in writing within 30 days after promulgation of the amendments or revision that it cannot so conform.

2. Participant shall not be employed in the construction, operation, or maintenance of any facility that is used or to be used for sectarian instruction, or as a place of religious worship.

3. Worksite shall not allow a Participant to work at the Worksite if experiencing abnormal labor conditions such as strikes, lockouts, or layoffs and the work experience Participant will dislocate or affect employment or promotional opportunities for the Worksite's current or laid-off employees.

4. Worksite and/or the Participant shall not be involved in training activities, which assist, promote, or deter union organization."]

E-Contract Review
Approval as to Form

Department Name: Personnel

Vendor Name: Tehama County

Contract Description: For the purpose of a resolution allowing Personnel Director to sign Employment agreements

APPROVED AS TO FORM:

Date: 03/09/2026

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Agenda Request Form

File #: 26-0267 **Agenda Date:** 3/24/2026 **Agenda #:** 14.

PLANNING DEPARTMENT - Director Jessica Martinez

Requested Action(s)

a) Public Hearing - Conduct a public hearing to receive input on Rezone #25-01 General Provisions

b) Request to find that the project is exempt from CEQA pursuant to CEQA guidelines Section 15061 (b)(3) and adopt the findings relative to CEQA in the staff report

c) Request the Board of Supervisors adopt the findings and approve Rezone #25-01; Chapter 17.08 General Provisions

Financial Impact:
None at this time.

Background Information:
On October 8, 2025, The Department of Housing and Community Development Division of Housing Policy Development notified the Tehama County Planning Department that “The revised draft element, including revisions, meets the statutory requirements, described in HCD’s June 9, 2025, review. However, the housing element cannot be found in substantial compliance until the County has completed program HE-3.A (Housing and Vacant Inventory) to rezone sites to accommodate the Regional Housing Needs Allocation (RHNA) pursuant to Government Code Section 65583, Subdivision(c)(1) and 65583.2, subdivision(c), (h), and (i).”

On December 4, 2025, following the public hearing discussion, the Planning Commission voted to recommend that the Board of Supervisors adopt the CEQA exemption, and voted to recommend that the Board of Supervisors approve the Rezone #25-01; General Provisions.

PLANNING DEPARTMENT
COUNTY OF TEHAMA

STAFF REPORT

DATE: March 24, 2026

TO: Tehama County Board of Supervisors

FROM: Jessica Martinez, Director of Planning

SUBJECT: **PUBLIC HEARING RECOMMENDING THE APPROVAL OF REZONE NO. 25-01 AMENDING THE TEHAMA COUNTY ZONING CODE; CHAPTER 17.08 GENERAL PROVISIONS**

SUPERVISOR DISTRICT(S):
Countywide

SUMMARY
The Zoning Code establishes processes, requirements, standards and conditions for permitted development, as well as conditionally permitted development, both of which promote and protect the public health, safety, peace, morals, comfort, convenience and general welfare. The County consistently receives inquiries regarding land uses addressed within the Tehama County Code. Providing clear and concise language in the Zoning Code to reference will lead to a more efficient, effective and consistent operation within the Planning Department, therefore as indicated in General Plan Economic Development Element Implementation Measure ED-3.4c it is important to periodically review the Zoning Ordinance. The county is revising the Zoning code to necessary by-right requirements on APN 024-030-019, which was used to meet the Regional Housing Needs allocation (RHNA) for the 5th and 6th cycles. Revisions were made pursuant Government Code Section 65583.2(h).

GENERAL PLAN CONSISTENCY
One of the primary tools for implementing the Tehama County General Plan is the zoning ordinance. A zoning ordinance regulates land use in a jurisdiction by establishing procedures for considering projects, standards for minimum lot size, building height and setback limits, and other development parameters within each land use zone. In contrast to the long- term outlook of the general plan, zoning classifies the specific, immediate uses of land. The success of a general plan, and in particular the land use element, rests in part upon the effectiveness of a consistent zoning ordinance in translating the long-term objectives and policies contained in the General Plan into everyday decisions. Therefore, as indicated in the Economic Development Element Implementation Measure ED-3.4c it is important to periodically review the Zoning Ordinance. A common understanding of the terms used in the code will also lead to orderly development in the County, which is an objective and guiding principal of the 2009-2029 General Plan.

DISCUSSION

On October 8, 2025, the Department of Housing and Community Development Division of Housing Policy Development notified the Tehama County Planning Department that "The revised draft element, including revisions, meets the statutory requirements describe in HCD's June 9, 2025, review. However, the housing element cannot be found in substantial compliance until the County has completed Program, HE-3.A (Housing and Vacant Land Inventory) to rezone sites to accommodate the Regional Housing Needs Allocation (RHNA) pursuant to Government Code Sections 65583, subdivisions (c)(1) and 65583.2, subdivisions (c), (h) and (i)."

The purpose and intent of the requested countywide ordinance (Rezone #25-01) is to add by-right language pursuant to Government Code Section 65583.2(c). Tehama County Code Section 17.08 General Provisions, is being amended and updated to add by-right development (without discretionary action) for proposed projects proposing 20 percent of the units affordable to lower income households on APN 024-030-019

The by-right language in this text rezone that is added is a necessary requirement by the Department of Housing and Community Development Division of Housing Policy Development. The by-right language is expanding the current HE-3.A Housing and Vacant Land Inventory program that was adopted in the Tehama County 2019-2024 Housing Element update.

The format of the mark-up version of the proposed text rezone and ordinance includes wording that are proposed to be added by red underlined text.

PUBLIC NOTICE

Notice of this hearing was published in the Red Bluff Daily News and mailed to stakeholders on December 27, 2025

ENVIRONMENTAL ASSESSMENT

The proposed amendments to the Tehama County zoning code (Rezone No. 25-01) are consistent with various policies and implementation measures of the Tehama County General Plan (2009-2029). Zoning is one of the primary means of implementing a general plan. In contrast to the long-term outlook of the general plan, zoning classifies the specific, immediate uses of land. The implementation of this text zoning amendment ensures consistency of the zoning code with the direction and intent of state law and the General Plan. Therefore, the by-right language added to the Zoning Code in the General Provisions Chapter can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. The project is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b) (3); the activity is not subject to CEQA.

RECOMMENDATION:

Staff and the Planning Commission recommend that the Board of Supervisors take the following actions:

A. **Public Hearing – Conduct a public hearing to consider Rezone #25-01 General Provisions.**

B. **Request that the Board of Supervisors find that the project is exempt from CEQA pursuant to CEQA guidelines Section 15061(b)(3) and adopt the Findings relative to CEQA in the staff report.**

C. **Request the Board of Supervisors adopt findings and approve Rezone #25-01; Chapter 17.08 General Provisions**

ATTACHMENTS

A. **Redline Version (Text Rezone No. 25-01); Chapter 17.08 General Provisions**
B. **Draft Ordinance (Text Rezone No. 25-01); Chapter 17.08 General Provisions**
C. **Public Hearing Notice**

Chapter 17.08 GENERAL PROVISIONS AND EXCEPTIONS

Sections:

17.08.010 Additional uses permitted.

The following uses, in addition to those hereinafter mentioned, shall be permitted:

A. The operation of necessary service facilities and equipment in connection with schools, colleges, and other institutions when located on the site of the principal use;

B. Recreation, refreshment and service buildings in public parks, playgrounds and golf courses;

C. Airports may be permitted in any district upon the securing of use permits in each case;

D. Light agriculture use as defined herein on sites of two acres or more shall be permitted in all C-1, C-2, C-3, M-1 and M-2 districts;

E. Existing dwellings, mobile homes or recreational vehicles may be used as a temporary dwelling during the construction of a conventional home or the establishment of a mobile home in all districts for up to one year, with two six-month extensions available if construction is not completed within the year. Said dwelling, mobile home or recreational vehicle shall be removed or converted to a nonresidential use within sixty days of final approved inspection of the dwelling by the department of building and safety or the exhaustion of the maximum two-year temporary occupancy, whichever comes first, or be in violation of this section;

F. The commercial excavation of natural materials, and accessory uses in conjunction with extraction activities including, but not limited to: crushing, screening, asphaltic concrete and concrete batching may be permitted in any district upon the securing of a use permit in each case except within the designated floodways as established by the state of California Reclamation Board on the Sacramento River, and the main and south forks of Cottonwood Creek. Except for excavation projects allowed by use permits which were approved prior to the effective date of the ordinance codified in this chapter, commercial excavation is prohibited in the aforementioned designated floodway areas.

G. 1. Except as provided in subsections G.2. and G.3. of this section, locations of underground utility installations and aboveground utility installations including radio transmission apparatuses used solely for the purpose of Amateur Radio and/or Ham Radio if so licensed, and small television reception apparatuses (antenna/dish) that are stand-alone or fixed to an approved residential structure may be permitted within any district or as allowed pursuant to Tehama County Code Section's 17.71.030 if it meets all local/state/federal codes, whereas electrical substations and generating plants that are not located in accordance with the State of California Public Utilities Commission rules and regulations within rights-of-way, easements, franchises or ownerships of public utilities shall require a Use Permit as provided in Chapter 17.70.

2. Notwithstanding subsection G.1. of this section, pipelines, electric, telephone lines either underground or aboveground, or rail lines shall not be subject to a use permit requirement when located in accordance with the state of California Public Utilities Commission rules and regulations within rights-of-way, easements, franchises or ownerships of the public utilities. This subsection shall not apply to a High Voltage Electrical Facility.

3. Notwithstanding subsection G.1. of this section or any other provision of this Title, a High Voltage Electrical Facility may be permitted in any district only upon the securing of a use permit issued by the Board of Supervisors pursuant to Section 17.70.015.

H. Pot-Bellied Pigs. As an accessory use to a detached single-family dwelling in an RE; Residential Estates Zoning District and an R-1; One-Family Residential Zoning District. No more than five Vietnamese pot-bellied pigs (sus scrofa) may be kept or harbored as a pet. In combination with dogs, no more than five animals may be kept, provided:

1. The animal is regularly housed indoors, and when outdoors, is restrained by leash or within a durable fenced enclosed area;

2. Pot-bellied pigs over the age of four months shall be neutered or spayed. Exemption for neutering or spaying will be considered by the county of Tehama animal control department when presented with evidence authored by a veterinarian stating that the procedure would be detrimental to the health of the animal;

3. The owner has obtained a license issued by the county of Tehama animal control department for the pot-bellied pig, which shall be issued only after proof of neutering or spaying has been provided. The licensure fee shall be equivalent to the dog licensure fee; and

4. Tusks shall be regularly trimmed so as not to exceed one inch in length outside the outer lip.

I. Bed and breakfast establishments shall be considered a permitted use in all zoning districts allowing dwelling units by right, except the AG-1, AG-2, AG-3, AG-4 and NR zoning districts. Bed and breakfast establishments are defined as a single-family structure in which there is a full time, permanent resident family and guest bedrooms and table board for not more than four paying guests. Meals shall be prepared each day in a kitchen appropriately permitted by the Tehama County Department of Environmental Health. Bed and breakfasts shall meet the following requirements:

1. The structure and facilities used shall be approved for such use by the Tehama County Department of Environmental Health and shall at a minimum comply with the following standards:

   a. The residence shall be serviced by an approved community sewage disposal system, or have an individual system satisfying current code requirements.

   b. Water supply shall be by an approved community system, or from an individual well having quality and quantity satisfying current code requirements.

2. The structure and facilities used shall be approved by all fire protection agencies necessary to comply with applicable provisions the Tehama County Code and state law.

3. A sign of not more than four square feet shall be posted and clearly visible from the nearest road. The sign shall require the street address and may contain the name of the owner or the establishment. Signs exceeding four square feet shall require planning commission approval.

4. At a minimum, an 8½ × 11-inch written notice must be placed in each rental unit, which contains the following information:

   a. Instructions in case of fire or other emergency, including the name and phone number of the property owner or rental manager.

   b. Quiet hours are between ten p.m. and eight a.m., and shall be strictly enforced.

   c. Water and energy conservation measures.

   d. Proper use of wood burning stoves and fireplaces.

   e. Parking and snow removal requirements if necessary. No parking on roadway is permitted during snow removal periods declared by the public works director.

f. An identification of the character or area in which the unit is located (i.e. rural, agricultural, residential).

g. A statement relative to respect for adjacent property owner's rights and trespassing concerns.

h. Proper trash disposal, and bear preventive/control measures if applicable.

5. At the time the registration certificate is approved, the structure must be found in conformance with current building code requirements by the chief building inspector relative to the basic health, safety and welfare of the occupants.

6. The following on-site parking standards shall apply:

a. Bed and breakfast establishments shall have two parking spaces for the residence plus at least one space for each bedroom available for rent.

b. Parking provided shall be maintained so that it is accessible, usable, and utilized at all times during the year, when it is occupied.

7. The applicant shall apply to the Tehama County Planning Department for site plan review and approval. The planning department shall forward the application to the Tehama County Department of Building and Safety, Tehama County Department of Environmental Health, and Tehama County Fire Chief for review.

8. Following review and determination by the director of planning that the foregoing requirements have been met, the director shall issue a bed and breakfast occupancy registration certificate to the applicant.

9. Permitted bed and breakfast establishments that have received a registration certificate under this section are specifically excluded from the definition of "hotel" as described in this Title.

J. Residential projects located on sites identified as being included in the 5th and 6th cycles and meeting the lower income RHNA, in Table 5-2, Vacant Sites Capacity, of the 2024-2029 Housing Element or by the Department of General Services Housing and Local Land Development Opportunities Map, providing appropriate densities, and incorporate a minimum of 20 percent of the units in the development as affordable to lower income households shall be allowed by right (non-discretionary) pursuant to Government Code section 65583.2(i).

(Ord. 1837 §1, 2005; Ord. 1753 §2, 2001; Ord. 1720 §2(part), 2000; Ord. 1683 §2(part), 1997; Ord. 1644 §2, 1995; Ord. 1435 §2, 1988; Ord. 1228 §2(Ch. 46, Art. 1), 1983)

(Ord. No. 1953, § 2, 3, 11-23-2010; Ord. No. 1972, §§ 10, 11, 10-23-2012; Ord. No. 2113 , § 2, 11-16-2021)

17.08.011 Transitional and supportive housing.

Transitional housing and supportive housing shall be considered a residential use of property, and shall be subject only to those restrictions that apply to other residential dwellings of the same type in the same zone.

(Ord. No. 1951, § 27, 10-19-2010)

17.08.012 Employee and farmworker housing.

A. Any employee housing providing accommodations for six or fewer employees shall be deemed a one-family dwelling for purposes of this title. No use permit, zoning variance, or other zoning clearance shall be required of employee housing that serves six or fewer employees that is not required of a family dwelling of the same type in the same zone.

B. Notwithstanding any other provision of this title, any agricultural employee housing consisting of no more than thirty-six beds in a group quarters or twelve units or spaces designed for use by a single-family or household shall be deemed light agriculture. The occupancy of such employee housing may include agricultural employees who do not work on the property where the employee housing is located. No conditional use permit, zoning variance, or other zoning clearance shall be required of such employee housing that is not required of any other light agricultural activity in the same zone.

(Ord. No. 1951, § 36, 10-19-2010)

17.08.013 Residential care facilities.

Any of the following residential care facilities shall be deemed a one-family dwelling for purposes of this title, whether or not unrelated persons are living together:

A. An "intermediate care facility/developmentally disabled habilitative" which serves six or fewer persons;

B. An "intermediate care facility/developmentally disabled—nursing" which serves six or fewer persons;

C. A "congregate living health facility," as defined in Health and Safety Code section 1250, subdivision (i); or

D. A "residential facility," as defined in Health and Safety Code section 1502, subdivision (a)(1), as hereafter amended, that serves six or fewer persons.

No conditional use permit, zoning variance, or other zoning clearance shall be required of such a residential care facility which is not required of a one-family dwelling in the same zone. Such residential care facilities shall be subject to the same requirements, standards, and restrictions as other one-family dwellings in the same zone.

(Ord. No. 1951, § 37, 10-19-2010)

17.08.020 Building site, areas and easements.

A. A detached garage or accessory building not exceeding one story in height and without living quarters may occupy not more than fifty percent of the area of a required rear yard. In exception to the provisions of this section, a garage or other similar outbuilding not exceeding fifteen feet in height at the ridge may be built against the side and rear line, provided that said garage or similar outbuilding is not less than seventy feet from any street; otherwise said garage or similar outbuilding shall observe a five-foot clear distance for side line and rear line. A detached garage or accessory building shall not be closer than eight feet clear distance to the main building.

B. Notwithstanding the maximum building coverage requirements of Sections 17.16.060(B) and 17.18.070(B), a maximum building coverage of fifty percent of the lot area shall be allowed in the following enumerated lots within River Lakes Ranch Subdivision also known as Lake California: lots 444 through 452 inclusive, of Tract 1001; lots 44 through 93 inclusive, of Tract 1013; lots 297 through 312 inclusive, of Tract 1004; and lots 241 through 553 inclusive, of Tract 1006.

(Ord. 1857 §1, 2006; Ord. 1683 §§1, 2(part), 1997; Ord. 1228 §2(Ch. 46, Art. 2), 1983)

(Ord. No. 2060, § 1, 4-17-2018)

17.08.030 Yards.

A. A primary structure shall not occupy any portion of a front, side (including street side) or rear yard as defined by setbacks herein, unless otherwise provided for in this title.

B. In any case where a setback line for the construction of buildings and/or structures has been established within this title, a structure and/or building addition may not encroach within the line unless the existing structure or property is considered legally non-conforming per section 17.74.010 by the director of planning or their designee. Once the director of planning or their designee has determined that an existing structure or property is legally non-conforming, they may approve a setback adjustment to the proposed structure and/or building thereby allowing the addition.

C. Garages, carports, and other accessory buildings may be attached to and have a common wall with the main building or, when located as required by this title, may be connected thereto by a breezeway.

D. Uncovered porches or stairways, fire escapes or landing places may extend into any required front or rear yard a distance not exceeding six feet and into any required side yard a distance not exceeding one-half the width of the side yard required for the lot.

E. In case a dwelling is to be located so that the front or rear thereof faces any side lot line such dwelling shall be located not less than ten feet from such lot line. The shorter street frontage of a corner lot shall be considered the front of the lot.

F. In R districts fences in side and rear yards may not exceed six feet in height, and fences and hedges may not exceed three feet within the front yard setback.

G. In any full block of lots the front yards may be varied so that the required yard depth is not reduced more than five feet, the average of all lots equals the required yard's depth, and corner lot yards are not reduced.

(Ord. 1683 §1, §2(part), 1997; Ord. 1228 §2(Ch. 46, Art. 3), 1983)

(Ord. No. 2060, § 1, 4-17-2018)

17.08.040 Height exceptions.

A. Silo's, Spires, chimneys, machinery, penthouses, scenery lofts, cupolas, water tanks, radio transmission apparatuses used solely for the purpose of Amateur Radio and/or Ham Radio if so licensed, television reception apparatuses (antenna/dish) that are stand-alone or fixed to an approved residential structure, and similar architectural and utility structures and necessary mechanical appurtenances may be built and used to a height not more than twenty-five feet above the height limit established for the district in which the structure is located or as allowed pursuant to Tehama County Code Section's 17.71.030; provided, however, that no such architectural or utility structure in excess of the allowable building height shall be used for sleeping or eating quarters or for any commercial or advertising purposes, except as otherwise specified in the Zoning Code. Structures and communication facilities identified in Chapter 17.71-Communication facilities shall be excluded from any districts height standards provided they comply with the provisions in Chapter 17.71.

B. The above height limitations shall be subject to laws and regulations of the state and federal government.

(Ord. 1720 §2(part), 2000; Ord. 1228 §2(Ch. 46, Art. 4), 1983)

(Ord. No. 2113 , § 4, 11-16-2021)

17.08.050 Accessory dwelling units.

(R-1, RE, AG-1, AG-2, AG-3, AG-4, and NR districts) The purpose of this section is to provide standards for accessory dwelling units (ADU) to be constructed on lots developed or proposed to be developed with single family dwellings. Such accessory dwellings contribute to the supply of needed housing for the community's housing stock. Thus, accessory dwellings units are a residential use which is consistent with the General Plan objectives and zoning regulations, which enhance housing opportunities in the county.

A. One attached or detached ADU may be established on all lots that are occupied with a single family dwelling unit and zoned residential or any lot that has an existing legally established permitted single family dwelling. The construction of any ADU is subject to the following requirements:

1. The unit is not intended for sale separate from the primary residence and may be rented.
2. The lot is zoned R-1, RE, AG-1, AG-2, AG-3, AG-4, or NR.
3. The lot on which the ADU is constructed shall contain an existing owner-occupied single-family residence. The property owner must maintain occupancy of either the main residence or second residence.
4. The ADU is either attached to the existing dwelling and located within the living area of the existing dwelling or detached from the existing dwelling and located on the same lot as the existing dwelling.
5. The increased floor area of an attached ADU shall not exceed 50 percent of the existing living area, with a maximum increase in floor area of one thousand two hundred square feet.
6. The total area of floor space for a detached ADU shall not exceed one thousand two hundred square feet.
7. The ADU shall conform to height, setback, lot coverage, site plan review, fees, charges and other zoning, building and health code requirements generally applicable to residential construction.
8. Adequate sewer and potable water facilities shall be provided as determined by the Tehama County Environmental Health Department.
9. Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence and may employ alternative methods for fire protection.
10. Setbacks are not required for an existing garage that is converted to an accessory dwelling unit, and a setback of no more than five feet from the side and rear lot lines are not required for an accessory dwelling unit that is constructed above a garage.

(Ord. 1688 §2, 1998)

(Ord. No. 1972, §§ 12, 13, 10-23-2012; Ord. No. 2060, § 1, 4-17-2018)

17.08.060 Reserved.

Editor's note(s)—Ord. No. 2060, § 1, adopted April 17, 2018, repealed § 17.08.060, which pertained to interim prohibition on subdivision of agricultural lands, and derived from Ord. 1881 § 4, adopted in 2007; and Ord. 1880 § 3, adopted in 2007.

17.08.070 Reserved.

Editor's note(s)—Ord. No. 2060, § 1, adopted April 17, 2018, repealed § 17.08.060, which pertained to interim prohibition of establishment or operation of marijuana dispensaries, and derived from Ord. No. 1924, § 3, adopted Sept. 15, 2009; Ord. No. 1929, § 4, adopted Oct. 27, 2009; and Ord. No. 1946, § 4, adopted Aug. 31, 2010.

17.08.080 Development design standards.

Any commercial or industrial building or complex that exceeds ten thousand square feet of impervious surface shall be required to meet the minimum design standards prior to plot plan approval for a building permit outlined below.

A. Building design.

1. Building and structure height limits shall as per Section 17.34.070.
2. Bland walls along streets and highways shall be avoided.
3. Pedestrian amenities should be incorporated into the site design. These elements should complement the site and should not be added as an afterthought.

B. Color.

1. Building color should be natural earth tones and shall not become the "signing" for the project by competing for attention.
2. Accent colors shall complement the base color or a variation of its hue either weaker or stronger.
3. Architectural design should be painted to complement the facade and tie into with the adjacent buildings.

C. Building Materials.

1. Encourage materials including but not limited to:
   a. Masonry;
   b. Brick;
   c. Stucco;
   d. Architectural or pre-finished metal.

D. Screening of roof equipment.

1. All roof equipment shall be completely screened from a horizontal line of sight. Mechanical equipment should be located below the highest vertical element of the building.
2. For flat roofs, a screened enclosure behind a parapet wall may be used if it is made to appear as an integral part of the structure's design. Screened ground or interior mounted mechanical equipment is encouraged as an alternative.

E. Screening of refuse, storage and equipment areas.

1. Trash storage areas shall include solid masonry wall with a solid gate at the front. Trash enclosures visible from upper stories of adjacent structures should be opaque or semi opaque and shall be compatible with the sites architectural style.

The following development design standards shall apply to all commercial and industrial zones regardless of size;

F. Landscaping.

1. Landscaping should be used to help define the outdoor spaces, soften a structures appearance and screen parking, loading, storage and equipment areas.

2. Parking areas shall be landscaped to a depth of ten feet measure from the abutting street right of way line, with openings for walkway and/or driveway purposes in accordance with county standards.

3. All Landscaping shall be maintained with in-ground permanent irrigation system.

4. Large parking areas shall landscape a minimum of five percent of the gross lot area used for off-street parking and access thereto, exclusive of any landscape strip abutting the street right-of-way or area used for walkways and/or driveways. This required landscaping shall include one tree, of a species suited to the area climate zone, for every eight parking spaces.

5. Exterior lighting shall be properly shielded to eliminate light and glare from impacting adjacent properties, and passing vehicles or pedestrians.

G. Signs.

1. All signs shall advertise the primary permitted uses conducted or services offered on the site of such primary use or service. The sign(s) shall not exceed an aggregate area of two square feet for each lineal foot of site frontage on a street or road and further, shall not exceed a maximum of four hundred square feet and six feet in height.

2. Directional and informational signs of not more than six square feet may be permitted upon the securing of a use permit in each particular case.

3. Outdoor advertising signs or structures which advertise other than uses conducted or services offered on the site may be permitted upon the securing of a use permit in M-1 and M-2 districts.

4. Signs shall not have any moving or rotating, flashing or otherwise animated light or component, except approved off-site digital signs, standard barber poles, time and temperature signs that are located in commercial and industrial zones, and community identification signs.

5. Signs shall be maintained in a state of good repair at all times. Damage to signs, including cracked sign faces, frayed or weathered fabric, and broken lighting, shall be repaired.

6. All signs may be illuminated from an internal or external light source. Signs with individual, three-dimensional letters may also use rear "halo" illumination for each letter.

7. Pole signs which identify the primary permitted use conducted or services offered on the site shall be permitted provided that such sign(s) are located on, at or immediately adjacent to the structure contained such use or service. The sign(s) shall not exceed an aggregate area of two square feet for each lineal foot of site frontage on a street or road and further, shall not exceed a maximum of four hundred square feet.

H. Off-Street Parking.

1. Construction of the main building or structure or enlargement of the same main building or structure or increase in capacity shall provide adequate off-street parking and loading with provisions for ingress and egress by standard size automobiles.

2. All parking shall be located on the same lot or parcel as the use which the spaces serve, except as otherwise provided in this chapter.

3. All required off-street parking and loading spaces shall be maintained in good condition for the duration of the use that they are intended to serve.

4. Every hospital, institution, hotel, commercial or industrial building hereafter erected or established on a lot which abuts upon an alley or is surrounded on all sides by streets shall have one permanently maintained loading space of not less than ten feet in width, twenty feet in length, and fourteen feet in height for each four thousand square feet of lot area upon which said building is located; provided, however, that not more than two such spaces shall be required on any lot.

5. Such area shall be paved with bituminous or concrete surfacing and shall have appropriate bumper guards where needed. Required front and side yards shall be landscaped with evergreen ground cover and properly maintained. The foregoing yard requirement may be waived in particular cases by action of the board.

6. Parking Space Perpetuation. Parking space as required in this section shall be on the same lot with the main building or structure or located not more than three hundred feet therefrom. To insure the perpetuation of the parking space requirement in this chapter, the owner and/or owners of the same lot or lots with the main building, buildings, structure or structures, and the owner of the parking space shall execute a declaration of restrictions and covenants covering said lot or lots and parking space setting aside the required space for parking only, which restrictions and covenants may be waived only by the consent of the owner or owners of more than one-half of the said lot or lots and parking space.

7. Compact vehicle parking may be provided at the following rate;

Total Parking Stalls	**Maximum Compact Stalls**
1 - 10 spaces	None
11 - 30 spaces	10 percent of all spaces
31 - 100 spaces	30 percent of all spaces
101 or more spaces	40 percent of all spaces

Off-Street Parking Space Requirements

Churches, High School, College and University Auditoriums and Theaters	1 space per every four seats plus 1 space per 300 square feet of office space
Hospitals and Governmental offices	1 space per 400 square feet
Professional offices	1 space per 300 square feet
Hotels, Tourist court, Apartment hotels, Clubs, and Lodges	1 space per room plus 1 space per 300 square feet of office
Research and Development Facilities	1 space per 1000 square feet of laboratory or manufacturing plus 1 space per 300 square feet of office space
Warehousing and Wholesale Distributing	1 space per 4000 square feet plus 1 space per 300 square feet of office space
Vehicle Repair, Service and Sales	1 space per 400 square feet
General Retail	1 space per 300 square feet

8. Exceptions and/or modification may be made for a particular use if a use permit is obtained. The approving body must find, based upon data submitted by the applicant, that the proposed arrangement and design will be of equal or greater excellence in arrangement, design or

attractiveness than would be realized by the normal standards of this chapter. An exception can also be made if the proposed use is to be located in a facility that existed before the date of adoption of this ordinance and is not feasible, due to space constraints, to provide the required parking.

(Ord. No. 2057, § 1, 3-27-2018; Ord. 2081 § 3, 9-17-19)

Editor's note(s)—Ord. 2081 § 3, adopted September 17, 2019 repealed § 17.08.080 and renumbered former § 17.08.090 as § 17.08.080. Former § 17.08.080 pertained to the interim prohibition of chicken, poultry, or other fowl farms without a use permit and derived from Ord. No. 1997, § 3, adopted January 6, 2015; and Ord. No. 1999, § 4, adopted February 10, 2015.

17.08.090 Reserved.

Editor's note(s)—See editor's note at § 17.08.080.

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TEHAMA AMENDING TITLE 17 OF THE TEHAMA COUNTY CODE REGULATING GENERAL PROVISIONS AND EXCEPTIONS

THE BOARD OF SUPERVISORS OF THE COUNTY OF TEHAMA ORDAINS AS FOLLOWS:

SECTION 1. Section 17.08.010 of the Tehama County Code is hereby repealed.

SECTION 2. Section 17.08.010 is hereby added to the Tehama County Code to read:

The following uses, in addition to those hereinafter mentioned, shall be permitted:

17.08.010 – Additional uses permitted.

A. The operation of necessary service facilities and equipment in connection with schools, colleges, and other institutions when located on the site of the principal use;

B. Recreation, refreshment and service buildings in public parks, playgrounds and golf courses;

C. Airports may be permitted in any district upon the securing of use permits in each case;

D. Light agriculture use as defined herein on sites of two acres or more shall be permitted in all C-1, C-2, C-3, M-1 and M-2 districts;

E. Existing dwellings, mobile homes or recreational vehicles may be used as a temporary dwelling during the construction of a conventional home or the establishment of a mobile home in all districts for up to one year, with two six-month extensions available if construction is not completed within the year. Said dwelling, mobile home or recreational vehicle shall be removed or converted to a nonresidential use within sixty days of final approved inspection of the dwelling by the department of building and safety or the exhaustion of the maximum two-year temporary occupancy, whichever comes first, or be in violation of this section;

F. The commercial excavation of natural materials, and accessory uses in conjunction with extraction activities including, but not limited to: crushing, screening, asphaltic concrete and concrete batching may be permitted in any district upon the securing of a use permit in each case except within the designated floodways as established by the state of California Reclamation Board on the Sacramento River,

and the main and south forks of Cottonwood Creek. Except for excavation projects allowed by use permits which were approved prior to the effective date of the ordinance codified in this chapter, commercial excavation is prohibited in the aforementioned designated floodway areas.

G. 1. Except as provided in subsections G.2. and G.3. of this section, locations of underground utility installations and aboveground utility installations including radio transmission apparatuses used solely for the purpose of Amateur Radio and/or Ham Radio if so licensed, and small television reception apparatuses (antenna/dish) that are stand-alone or fixed to an approved residential structure may be permitted within any district or as allowed pursuant to Tehama County Code Section's 17.71.030 if it meets all local/state/federal codes, whereas electrical substations and generating plants that are not located in accordance with the State of California Public Utilities Commission rules and regulations within rights-of-way, easements, franchises or ownerships of public utilities shall require a Use Permit as provided in Chapter 17.70.

2. Notwithstanding subsection G.1. of this section, pipelines, electric, telephone lines either underground or aboveground, or rail lines shall not be subject to a use permit requirement when located in accordance with the state of California Public Utilities Commission rules and regulations within rights-of-way, easements, franchises or ownerships of the public utilities. This subsection shall not apply to a High Voltage Electrical Facility.

3. Notwithstanding subsection G.1. of this section or any other provision of this Title, a High Voltage Electrical Facility may be permitted in any district only upon the securing of a use permit issued by the Board of Supervisors pursuant to Section 17.70.015.

H. Pot-Bellied Pigs. As an accessory use to a detached single-family dwelling in an RE; Residential Estates Zoning District and an R-1; One-Family Residential Zoning District. No more than five Vietnamese pot-bellied pigs (sus scrofa) may be kept or harbored as a pet. In combination with dogs, no more than five animals may be kept, provided:

1. The animal is regularly housed indoors, and when outdoors, is restrained by leash or within a durable fenced enclosed area;

2. Pot-bellied pigs over the age of four months shall be neutered or spayed. Exemption for neutering or spaying will be considered by the county of Tehama animal control department when presented with evidence authored by a veterinarian stating that the procedure would be detrimental to the health of the animal;

3. The owner has obtained a license issued by the county of Tehama animal control department for the pot-bellied pig, which shall be issued only after proof of neutering or spaying has been provided. The licensure fee shall be equivalent to the dog licensure fee; and

4. Tusks shall be regularly trimmed so as not to exceed one inch in length outside the outer lip.

I. Bed and breakfast establishments shall be considered a permitted use in all zoning districts allowing dwelling units by right, except the AG-1, AG-2, AG-3, AG-4 and NR zoning districts. Bed and breakfast establishments are defined as a single-family structure in which there is a full time, permanent resident family and guest bedrooms and table board for not more than four paying guests. Meals shall be prepared each day in a kitchen appropriately permitted by the Tehama County Department of Environmental Health. Bed and breakfasts shall meet the following requirements:

1. The structure and facilities used shall be approved for such use by the Tehama County Department of Environmental Health and shall at a minimum comply with the following standards:

   a. The residence shall be serviced by an approved community sewage disposal system, or have an individual system satisfying current code requirements.

   b. Water supply shall be by an approved community system, or from an individual well having quality and quantity satisfying current code requirements.

2. The structure and facilities used shall be approved by all fire protection agencies necessary to comply with applicable provisions the Tehama County Code and state law.

3. A sign of not more than four square feet shall be posted and clearly visible from the nearest road. The sign shall require the street address and may contain the name of the owner or the establishment. Signs exceeding four square feet shall require planning commission approval.

4. At a minimum, an 8½ × 11-inch written notice must be placed in each rental unit, which contains the following information:

   a. Instructions in case of fire or other emergency, including the name and phone number of the property owner or rental manager.

   b. Quiet hours are between ten p.m. and eight a.m., and shall be strictly enforced.

c. Water and energy conservation measures.

d. Proper use of wood burning stoves and fireplaces.

e. Parking and snow removal requirements if necessary. No parking on roadway is permitted during snow removal periods declared by the public works director.

f. An identification of the character or area in which the unit is located (i.e. rural, agricultural, residential).

g. A statement relative to respect for adjacent property owner's rights and trespassing concerns.

h. Proper trash disposal, and bear preventive/control measures if applicable.

5. At the time the registration certificate is approved, the structure must be found in conformance with current building code requirements by the chief building inspector relative to the basic health, safety and welfare of the occupants.

6. The following on-site parking standards shall apply:
   a. Bed and breakfast establishments shall have two parking spaces for the residence plus at least one space for each bedroom available for rent.
   b. Parking provided shall be maintained so that it is accessible, usable, and utilized at all times during the year, when it is occupied.

7. The applicant shall apply to the Tehama County Planning Department for site plan review and approval. The planning department shall forward the application to the Tehama County Department of Building and Safety, Tehama County Department of Environmental Health, and Tehama County Fire Chief for review.

8. Following review and determination by the director of planning that the foregoing requirements have been met, the director shall issue a bed and breakfast occupancy registration certificate to the applicant.

9. Permitted bed and breakfast establishments that have received a registration certificate under this section are specifically excluded from the definition of "hotel" as described in this Title.

J. Residential projects located on sites identified as being included in the 5th and 6th cycles and meeting the lower income RHNA, in Table 5-2, Vacant Sites Capacity, of the 2024-2029 Housing Element or by the Department of General Services

Housing and Local Land Development Opportunities Map, proving appropriate densities, and incorporate a minimum of 20 percent of the units in the development as affordable to lower income households shall be allowed by right (non-discretionary) pursuant to Government Code section 65583.2(i)

SECTION 3. This ordinance shall take effect thirty (30) days from the date of its adoption, and prior to the expiration of fifteen (15) days from the adoption thereof shall be published at least one time in the Red Bluff Daily News, a newspaper of general circulation in Tehama County.

The foregoing ordinance was duly passed and adopted by the Board of Supervisors of the County of Tehama, State of California, at a regular meeting of the Board of Supervisors on the _____ day of _____, 2026 by the following vote:

AYES:
NOES:
ABSENT OF NOT VOTING:

_____
CHAIR, Board of Supervisors

STATE OF CALIFORNIA)
)
COUNTY OF TEHAMA)

I, SEAN HOUGHTBY, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said Board of Supervisors on the _____ day of _____, 2026.

DATED this _____ day of _____, 2026.

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

By: _____
Deputy

PUBLIC HEARING NOTICE

NOTICE IS HEREBY GIVEN that the Tehama County Board of Supervisors will hold a **Public Hearing** commencing on **Tuesday March 24, 2026, at 10:00 a.m. at the Board of Supervisors Chambers, Administration Building, 727 Oak Street, Red Bluff, California** on the matter(s) below. All interested person(s) are invited to attend and be heard. Please be advised that if you challenge the above-entitled matter(s) in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered at or prior to the public hearing to the Tehama County Planning Department, 444 Oak Street, Room "I", Red Bluff, California 96080 at, or prior to, the public hearing.

REZONE #25-01 (TEXT AMENDMENTS); AMENDMENTS TO THE TEHAMA COUNTY ZONING CODE (TITLE 17); CHAPTER 17.08 "GENERAL PROVISIONS"-
The purpose and intent of the requested countywide ordinance (Rezone #25-01) is to add by right-language as requested by the California Department of Housing and Community Development to approve the 2024-2029 Housing Element. Staff are recommending that the Planning Commission consider the project with a recommendation to the Board of Supervisors to amend the Tehama County Zoning Ordinance (Rezone # 25-01) to allow for the adoption of countywide modifications to Chapter 17.08-General Provisions. This project includes the proposed addition of subsection J. within the chapter of 17.08.010 Additional uses permitted countywide. The project is exempt from California Environmental Quality Act pursuant to CEQA Guidelines Section 15061(b)(3); the activity is not subject to CEQA.

On December 4, 2025, following the public hearing discussion, the Planning Commission voted to recommend that the Board of Supervisors adopt the CEQA exemption, and voted to recommend that the Board of Supervisors approve the Rezone #25-01 General Provisions.

RED BLUFF DAILY NEWS
PUBLISH: 03/07/26
MAKE: Affidavit of Publication
CHARGE: Tehama County Planning Department

Send to DN on Tuesday March 3, 2026, NO AO mailing required

Please Publish Saturday March 7, 2026, for March 24, 2026, BOS

Advertising Order Confirmation

Red Bluff Daily News
PO Box 885, Red Bluff, CA 96080 □ 530-737-5046 □ Adjudicated 1955 - No. 9670

Ad Order Number	*Customer*	*Payor Customer*	*PO Number*
0006952130	TEHAMA COUNTY PLANNING	TEHAMA COUNTY PLANNING	
Sales Representative	*Customer Account*	*Payor Account*	*Ordered By*
Gayla Eckels	2123837	2123837	
Order Taker	*Customer Address*	*Payor Address*	*Customer Fax*
Susan Fullbright	444 OAK ST ROOM I RED BLUFF, CA 96080	444 OAK ST ROOM I RED BLUFF, CA 96080	
Order Source	*Customer Phone*	*Payor Phone*	*Customer EMail*
Select Source	530-527-2200	530-527-2200	CNunez@co.tehama.ca.us

Current Queue	*Invoice Text*
Ready	Ordered on 2/23/26 by Melinda Touvell

Tear Sheets	*Affidavits*	*Blind Box*	*Materials*	*Promo Type*	*Special Pricing*
0	0				

Advertising Order Confirmation

Red Bluff Daily News
PO Box 885, Red Bluff, CA 96080 □ 530-737-5046 □ Adjudicated 1955 - No. 9670

Ad Number	*Ad Size*	*Color*	*Production Color*	*Ad Attributes*	*Production Method*	*Production Notes*
0006952130-01	2 X 98 Li				AdBooker	

External Ad Number	*Pick Up*	*Ad Type*	*Released for Publication*
		Legal Liner	

PUBLIC HEARING NOTICE

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RED BLUFF DAILY NEWS
PUBLISH: 03/07/26

Product	Requested Placement	Requested Position	Run Dates	# Inserts

Advertising Order Confirmation

Red Bluff Daily News
PO Box 885, Red Bluff, CA 96080 □ 530-737-5046 □ Adjudicated 1955 - No. 9670

Red Bluff Daily News	Legals CLS NC	Notice of Hearing NC - 1076~	03/07/26	1

Order Charges:

Net Amount	*Tax Amount*	*Total Amount*	*Payment Amount*	***Amount Due***
105.68	0.00	105.68	0.00	**$105.68**

Please note: If you pay by bank card, your card statement will show "CAL NEWSPAPER ADV" or "CALIFORNIA NEWSPAPER ADVERTISING SERVICES", depending on the type of card used.

Tehama County

Agenda Request Form

File #: 26-0258 **Agenda Date:** 3/24/2026 **Agenda #:** 15.

BOARD OF SUPERVISORS - Rent Control Ordinance Ad Hoc

Requested Action(s)
a) INFORMATIONAL PRESENTATION - Overview of Rent Control Ordinance Ad Hoc Committee findings and recommendations

b) Discussion and possible direction to staff

Financial Impact:
None at this time.

Background Information:
At the Board of Supervisor's regular meeting held on March 19, 2024, the Board asked for an informational presentation regarding the permissibility of mobile home rent control/rent stabilization. On October 1, 2024, the Interim Planning Director requested clarification and direction regarding the possible rent control requirements. The Board of Supervisors requested that surveys be sent out to both park owners and residents. At the Board of Supervisor's regular meeting held on August 26, 2025 the Rent Control Ordinance Ad-hoc Committee was created consisting of two Supervisors and the Director of Planning to address concerns that were prompted by the surveys. Currently there is no rent control/rent stabilization ordinance.

Mobile Home Park Rent (Rent Control Ordinance) Ad-hoc Committee

with assistance from the Tehama County Planning Department

Background

Under AB 1482, mobile homes located within mobile home parks are exempt from statewide rent stabilization. This exemption creates a gap in local tenant protections for residents who rent space within these parks. The following framework is intended to address that gap in a measured manner while preserving fairness and predictability for both tenants and park owners.

Potential Ordinance Components

- The ordinance could require advance written notice of any rent increase, with a notice period of approximately 90 to 120 days. Annual rent increases could be limited to a defined percentage, such as 5 percent plus CPI, to mirror the structure used in AB 1482. The ordinance could also limit rent increases to no more than once per year.
- A process could be established allowing park owners to request rent increases above the annual cap, subject to County review and approval. Such requests would need to be supported by demonstrated need, including major infrastructure upgrades, documented increases in operational costs, or evidence of financial hardship affecting park viability.
- Enforcement could remain complaint-based and be administered through existing County channels to minimize administrative burden. The ordinance would also explicitly recognize that park owners retain the right to a fair and reasonable return on their investment.

Duration and Review

- The ordinance could include a two- to three-year sunset clause, allowing the Board to review its impacts, effectiveness, and any unintended consequences before considering renewal or modification.
- To maintain consistency with state law, the ordinance would automatically become void if AB 1284 is repealed at the state level. If AB 1284 is amended, the County ordinance would automatically conform to the amended provisions applicable to mobile home park tenants.

Investor and Development Considerations

Tehama County seeks to remain a place where responsible investment is welcomed. The intent of this framework is not to discourage development, but to create stability and predictability for tenants while maintaining a transparent and consistent regulatory environment for park owners and investors. The ordinance could explicitly apply prospectively rather than retroactively, reinforcing that it is not intended as after-the-fact regulation but as a forward-looking policy approach.

QUESTIONS ?

Tehama County

Agenda Request Form

File #: 26-0284 **Agenda Date:** 3/24/2026 **Agenda #:** 16.

COMMITTEES & COMMISSIONS

Requested Action(s)
a) Request approval and authorization to dissolve the following Ad Hoc Committee:

1) Rent Control Ordinance

Financial Impact:
None.

Background Information:
On February 3rd, 2026, the Board directed staff to return with an item seeking approval to dissolve the Rent Control Ordinance Ad Hoc Committee.

Tehama County

Agenda Request Form

File #: 26-0352 **Agenda Date:** 3/24/2026 **Agenda #:** 17.

PURCHASING / DEPARTMENT OF AGRICULTURE - Agricultural Commissioner Tom Moss

Requested Action(s)
a) TRANSFER OF FUNDS: AGRICULTURE, B-54 - From State Agriculture (2061-450530) to Contingency (1109-59000), $55,144.25 and from Contingency (1109-59000) to Vehicles (2061-57605), $55,144.25 **(Requires a 4/5's vote)**

b) Request to award the bid for one (1) new 3/4 ton 4x4 extended cab long bed pickup truck to Corning Ford in the amount of $55,144.25 and further authorize the Purchasing Agent to sign a purchase order for the acquisition

Financial Impact:
There is no financial impact to the General Fund. Funds for this requested action will be from unanticipated revenue received in account 2061-450530, State Agriculture.

Background Information:
On 2/10/2026 the Purchasing Department advertised for bid, one (1) new 3/4 ton 4x4 extended cab long bed pickup truck. At bid opening on 2/20/2026 the Purchasing Department received four bids. The lowest responsive bid was Corning Ford. The County's Local Vendor Preference Ordinance was not applicable to this bid as the low bid was an in-County vendor.

The requested F-250 will be used in remote areas of the County where reliability is critical for employee safety. It will replace an older high-mileage F-250 that will remain in service for limited local use in our Weights & Measures program.

An F-250 is required to safely carry the weight of approximately 150 gallons of spray solution and permanent equipment including a spray skid that was measured for and built to fit the truck bed of an F-250, a tank, motor, backpack sprayers, and boomless nozzles. An eight-foot bed will also allow installation of a truck box for storing herbicide and sprayer parts, enabling field mixing and refilling, and quick adjustments to active ingredients while reducing trips back to the storage facility.

The extended cab will provide adequate space for Personal Protective Equipment, supplies, and documents while maintaining a shorter overall length than a crew cab for navigating narrow backroads.

Having a dedicated spray vehicle will also allow for year-round treatments, particularly during early spring when plants are small and herbicide translocation is most effective. Previously, these pre-emergent applications could not be performed during winter months when the shared F-250 was needed for other programs. This is increasingly important as the Department has also entered into an agreement with Caltrans to treat noxious weeds along State highways in Tehama County.

Tehama County Auditor's Office

BUDGET APPROPRIATION INCREASE REQUEST

Auditor Number B-54

DEPARTMENT NAME Agriculture

Date: 3/10/2026

I am requesting an increase to my budget appropriates as listed below:

Check one [ ] **"Previous Year Revenue"** [X] **"New Revenue"**

Funding Source Unanticipated revenue in account 2061-450530, State Agriculture

****Note* ***General Fund and Public Safety "MUST" use Contingency when increasing budget***

Increase Revenue Budget				Increase Expenditure Budget			
FUND DEPT NO	**ACCOUNT NUMBER**	**ACCOUNT NAME**	**AMOUNT**	**FUND DEPT NO**	**ACCOUNT NUMBER**	**ACCOUNT NAME**	**AMOUNT**
2061	450530	State Agriculture	$ 55,144.25	1109	59000	Contingency	$ 55,144.25
1109	59000	Contingency	$ 55,144.25	2061	57605	Vehicles	$ 55,144.25
		Total Journal	**$ 110,288.50**			Total Journal	**$ 110,288.50**

TRANSFER APPROVED

Vanessa Martin 3/9/26

SIGNATURE OF REQUESTING OFFICIAL DATE

SANDRA PALMER 3/10/2026

AUDITOR DATE

BOARD OF SUPERVISORS DATE

A-117
07/2018

COUNTY OF TEHAMA LEGAL NOTICE
ADVERTISEMENT FOR BID

NOTICE IS HEREBY GIVEN that bids shall be received until 3:00 p.m., February 20, 2026, in the Administration Office, 727 Oak Street, Red Bluff, CA 96080 for the purchase of (1) one ¾ ton 4x4 extended cab long bed pickup for the Ag Commissioner's Department. All bids must be in the custody of the Purchasing Department at the designated time. In addition to mailed bid submittals, fax submittals will be accepted at (530) 527-3764 and emails at dschmidt@tehama.gov. Bids shall be submitted on the form provided ONLY.

Bid specifications are available by contacting the Purchasing Department at the above address, or by calling (530) 527-3365.

The Board of Supervisors reserves the right to waive informalities and irregularities in any bids received.

_____

Debbie Schmidt – Deputy Purchasing Agent

Publish in the Daily News on February 10, 2026. Send proof of publication and statement to Tehama County Purchasing Dept., 727 Oak Street, Red Bluff, CA 96080

TEHAMA COUNTY DEPARTMENT OF AGRICULTURE
SPECIFICATIONS FOR:
ONE (1) NEW 3/4-TON 4x4 EXTENDED CAB LONG BED PICKUP TRUCK

GENERAL SPECIFICATIONS: This specification covers a new model vehicle. These specifications are intended for use in the purchase of a completed vehicle unit, and all equipment and accessories necessary for the safe operation of the vehicle shall be provided. All parts, equipment and accessories shall be completely installed, assembled and/or adjusted as required and shall conform in strength, quality of materials and workmanship to recognized industry standards. Additionally, the vehicle furnished shall comply with the most current Federal Vehicle Standards, California Air Resources Pollution Control requirements, the requirements of the California Department of Transportation and the California Vehicle Code. Awarded Bidder is required to process all DMV documentation to complete registration to the County of Tehama.

Body:	3/4 -Ton Full-Size Extended Cab Pickup Long Bed - 8 Foot Box
Engine:	V8 Gasoline engine
Transmission:	Automatic
Color:	Exterior – White or light color
Seating:	40/20/40 Front Bench and rear 60/40 fold-up bench

Includes the following miscellaneous equipment:

- Blue Tooth Capability
- AM/FM Radio
- Factory Installed Air Conditioner & Heater
- Power Steering and Power Anti-lock Brakes
- Power Windows
- Full-sized Spare Tire with Jack and Tools
- 17” Tires
- Vinyl Floor Covering
- Tilt Steering Wheel
- Electric Locking Axle
- Platform Running Boards
- LED Box Lighting
- Upfitter Switches
- 120V/400W Outlet
- 250 AMP Alternator
- Fog Lamps

******Failure to include thorough and complete specification information on each vehicle proposed may void your bid.***

TEHAMA COUNTY DEPARTMENT OF AGRICULTURE
ONE (1) NEW 3/4-TON 4x4 EXTENDED CAB LONG BED PICKUP TRUCK
Bids to be received on or before 3:00 P.M. on February 20, 2026

ONE (1) NEW: MODEL YEAR_____ MAKE_____
MODEL DESIGNATION_____

Price Per Each	**$_____**
Documentation Fee	**$_____**
CA State Sales Tax (7.5%)	**$_____**
Delivery Charge (Including Tire Disposal Fee)	**$_____**
TOTAL BID FOR ONE NEW 3/4 TON PICKUP	**$_____**

*** As per specifications**

BID SHALL INCLUDE THE COST OF ALL EQUIPMENT MEETING OR EXCEEDING THE REQUIRED SPECIFICATIONS.

**Any additional fees associated with this bid submittal, including State Department of General Services and/or CMAS Contract Fees assessed for contract usage, must be clearly stated and included in the total bid price. Unstated fees will become the responsibility of the bidder. No additional fees will be paid by the County.

The bid, if awarded, will be awarded on the basis of the total cost for vehicle. The Tehama County Board of Supervisors reserves the right to reject any or all bids and the County assumes no obligation to purchase until awarded and execution of a Purchase Order has been made.

Please attach a comprehensive spec sheet to this form. Any specifications exceptions must be explained in detail and attached to this sheet. Printed literature and specification information must be submitted with the bid. Failure to include this information will exclude your bid from an award.

Required delivery date __5/1/2026___

PROPOSED DELIVERY DATE:_____

DEALER:_____

PREPARED BY:_____

ADDRESS:_____

EMAIL ADDRESS_____

TELEPHONE NO._____FAX NO._____

AUTHORIZED SIGNATURE:_____DATE:_____

PLEASE STATE WARRANTY INCLUDED:_____

***Each submittal must be completed on this form**
***Bids can be returned using any of the following:**
Email to: dschmidt@tehama.gov

Fax to: 530-527-3764
Mail to: Attn: Ag Commissioner Truck Bid
Tehama County Purchasing
727 Oak Street
Red Bluff, CA 96080

BID RECAP -- Tehama County Agriculture Dept - One new 3/4 Ton 4x4 Extended Cab Long Bed Pickup Truck									
BID OPENING:		2/20/2026	3:00 PM						
						7.50%			
VENDOR	**City, State**	**MAKE**	**YR/MODEL**	**PRICE**	**DOC. FEE**	**SALES TAX**	**DELIVERY CHARGE (INC. TIRE DISPOSAL FEE)**	**TOTAL**	**NOTES**
Red Bluff Dodge	Red Bluff, CA	Ram	26/Big Horn	$50,582.00	$85.00	$3,800.03	$8.75	$54,475.78	Exception: 18" tires
Red Bluff Dodge	Red Bluff, CA	Ram	26/Tradesman	$48,118.00	$85.00	$3,615.23	$8.75	$51,826.98	Exception: rear bench seat
One Nation Distribution	Volant, PA	Ford	26/F250XL	$61,494.00	$90.00	$4,612.05	$300.00	$66,496.05	
Corning Ford	Corning, CA	Ford	26/F250	$50,995.00	$85.00	$4,018.50	$45.75	$55,144.25	Tax based on vehicle price before rebate
LOW RESPONSIVE BIDDER:	**Corning Ford**							**$55,144.25**	

COUNTY OF TEHAMA

PURCHASE ORDER

727 OAK STREET - RED BLUFF, CA 96080
(530) 527-3365 Fax (530) 527-3764

Purchase Order No. 429157

PURCHASE ORDER

Vendor Information

Name Corning Ford
Address 2280 Short Drive
City Corning CA Zip 96021
Phone 530-824-5434

Ship To & Bill To:

Name Tehama County Agriculture Dept
Address PO Box 38
City Red Bluff CA Zip 96080
Phone 530-527-3365 Debbie Schmidt - Purchasing

Qty	Units	Product Description	Unit Price	TOTAL
1	ea	New 2026 Ford F-250	$53,580.00	$53,580.00
1	ea	Documentation fee		$0.00

		Service Description	Hourly Rate	TOTAL
1	ea	Documentation fee	$85.00	$85.00
1	ea	Tire Disposal Fee	$45.75	$45.75
1	ea	Rebate	($2,585.00)	($2,585.00)

DEPARTMENT COMMENTS: Insert comments in Box Below

Please Note - Register the Vehicle TO: County of Tehama , 727 Oak Street, Red Bluff, CA 96080, Phone: 530-527-4655. Please Contact Vanessa Sciaretta at 530-527-4504 to arrange delivery.

Product SubTotal	$53,580.00
Service SubTotal	($2,454.25)
Tire Disposal fee	
Taxes :7.5% CA	$4,018.50
P.O. TOTAL	**$55,144.25**

Vendor Number **100439**

	INSURANCE ON FILE	x	PDR ON FILE
	INSURANCE ATTACHED		PDR ATTACHED

P.O. NOT TO EXCEED $55,144.25

Approved By:

Purchasing Agent

Purchase Order Date: 3/24/2025
Department Account Number: 2061
Fixed Asset Account Number: 57605
Ordered By: Tom Moss

Purchasing-Blue Auditor-Yellow Dept.-Pink Vendor-White

TEHAMA COUNTY DEPARTMENT OF AGRICULTURE
SPECIFICATIONS FOR:
ONE (1) NEW 3/4-TON 4x4 EXTENDED CAB LONG BED PICKUP TRUCK

GENERAL SPECIFICATIONS: This specification covers a new model vehicle. These specifications are intended for use in the purchase of a completed vehicle unit, and all equipment and accessories necessary for the safe operation of the vehicle shall be provided. All parts, equipment and accessories shall be completely installed, assembled and/or adjusted as required and shall conform in strength, quality of materials and workmanship to recognized industry standards. Additionally, the vehicle furnished shall comply with the most current Federal Vehicle Standards, California Air Resources Pollution Control requirements, the requirements of the California Department of Transportation and the California Vehicle Code. Awarded Bidder is required to process all DMV documentation to complete registration to the County of Tehama.

Body:	3/4 -Ton Full-Size Extended Cab Pickup Long Bed - 8 Foot Box
Engine:	V8 Gasoline engine
Transmission:	Automatic
Color:	Exterior – White or light color
Seating:	40/20/40 Front Bench and rear 60/40 fold-up bench

Includes the following miscellaneous equipment:

- Blue Tooth Capability ✓
- AM/FM Radio ✓
- Factory Installed Air Conditioner & Heater ✓
- Power Steering and Power Anti-lock Brakes ✓
- Power Windows ✓
- Full-sized Spare Tire with Jack and Tools ✓
- 17" Tires ✓
- Vinyl Floor Covering ✓
- Tilt Steering Wheel ✓
- Electric Locking Axle ✓
- Platform Running Boards ✓
- LED Box Lighting – Don't have
- Upfitter Switches ✓
- 120V/400W Outlet ✓
- 250 AMP Alternator ✓
- Fog Lamps ✓

******Failure to include thorough and complete specification information on each vehicle proposed may void your bid.***

TEHAMA COUNTY DEPARTMENT OF AGRICULTURE
ONE (1) NEW 3/4-TON 4x4 EXTENDED CAB LONG BED PICKUP TRUCK
Bids to be received on or before 3:00 P.M. on February 20, 2026

ONE (1) NEW: MODEL YEAR 2026 MAKE Ford
MODEL DESIGNATION F-250

Price Per Each	$ 50,995
Documentation Fee	$ 85
CA State Sales Tax (7.5%)	$ 4,018.50
Delivery Charge (Including Tire Disposal Fee)	$ 8.75 Tire Fee, 37 filing Fee
TOTAL BID FOR ONE NEW 3/4 TON PICKUP	$ 55,144.25
*** As per specifications**	

BID SHALL INCLUDE THE COST OF ALL EQUIPMENT MEETING OR EXCEEDING THE REQUIRED SPECIFICATIONS.

**Any additional fees associated with this bid submittal, including State Department of General Services and/or CMAS Contract Fees assessed for contract usage, must be clearly stated and included in the total bid price. Unstated fees will become the responsibility of the bidder. No additional fees will be paid by the County.

The bid, if awarded, will be awarded on the basis of the total cost for vehicle. The Tehama County Board of Supervisors reserves the right to reject any or all bids and the County assumes no obligation to purchase until awarded and execution of a Purchase Order has been made.

Please attach a comprehensive spec sheet to this form. Any spec fications exceptions must be explained in detail and attached to this sheet. Printed literature and specification information must be submitted with the bid. Failure to include this information will exclude your bid from an award.

Required delivery date 5/1/2026

PROPOSED DELIVERY DATE: Asap - 3-2-26
DEALER: Corning Ford
PREPARED BY: Ryan Holland
ADDRESS: 2280 Short Dr Corning CA 96021
EMAIL ADDRESS rholland@corningford.com
TELEPHONE NO. 530-824-5434 FAX NO. _____
AUTHORIZED SIGNATURE: Ryan Holl DATE: 2-10-26
PLEASE STATE WARRANTY INCLUDED: 3yr/36k & 5yr/60k powertrain

***Each submittal must be completed on this form**
***Bids can be returned using any of the following:**
Email to: dschmidt@tehama.gov

Fax to: 530-527-3764
Mail to: Attn: Ag Commissioner Truck Bid
Tehama County Purchasing
727 Oak Street
Red Bluff, CA 96080

Preview Order 6584 - X2B 4x4 Super Cab SRW: Order Summary Time of Preview: 03/09/2026 09:20:22 Receipt: 1/22/2026

Dealership Name: Corning Ford **Sales Code :** F72523

Dealer Rep.	Ryan Holland	**Type**	Retail	**Vehicle Line**	Superduty	**Order Code**	6584
Customer Name		**Priority Code**	10	**Model Year**	2026	**Price Level**	645

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F250 4X4 SUPERCAB PICKUP/164	$51535	PLATFORM RUNNING BOARDS	$445
164 INCH WHEELBASE	$0	10000# GVWR PACKAGE	$0
OXFORD WHITE	$0	50 STATE EMISSIONS	$0
VINYL 40/20/40 SEATS	$0	CAMPER PACKAGE	$160
MEDIUM DARK SLATE	$0	.HEAVY SERVICE FRONT SUSPENSION	$0
PREFERRED EQUIPMENT PKG.600A	$0	SPARE TIRE AND WHEEL	$0
.XL TRIM	$0	TRAILER BRAKE CONTROLLER	$300
.AIR CONDITIONING -- CFC FREE	$0	JACK	$0
.AM/FM STEREO MP3/CLK	$0	UPFITTER SWITCHES	$250
.6.8L DEVCT NA PFI V8 ENGINE	$0	190AMP(GAS)/250AMP(6.7L) ALTR	$0
10-SPEED AUTO TORQSHIFT-G	$0	CONN PKG: 1 YR INCL W/FORD APP	$0
LT245/75R17E BSW ALL-TERRAIN	$165	XL CHROME PACKAGE	$425
3.73 ELECTRONIC-LOCKING AXLE	$430	.FOG LAMPS	$0
JOB #1 ORDER	$0	FUEL CHARGE	$0
CV LOT MANAGEMENT	$0	PRICED DORA	$0
FRONT LICENSE PLATE BRACKET	$0	DESTINATION & DELIVERY	$2795

	MSRP
TOTAL BASE AND OPTIONS	$56505
DISCOUNTS	NA
TOTAL	$56505

~~$56,505 +Fees~~

$ 50,995 +Fees After D.3C & Feb

Customer Name:
Customer Address:

Customer Email:

Customer Phone:

$ 55,144.25 OTD

Customer Signature Date

This is not an invoice.

Tehama County

Agenda Request Form

File #: 26-0368 **Agenda Date:** 3/24/2026 **Agenda #:** 18.

AG COMMISSIONER / SEALER OF WEIGHTS & MEASURES / ADMINISTRATION - Chief Administrator Gabriel Hydrick

Requested Action(s)

a) AGREEMENT - Request approval and authorization for the Chairman to sign an Amendment to the Employment Agreement with Thomas Moss (Misc. Agree. # 2024-222) for the position of Agriculture Commissioner / Sealer of Weights & Measures, thereby amending Section 6: Personal Time Off (PTO) and Section 10: Retirement, effective 7/3/24

Financial Impact:

There is no anticipated financial impact, as Mr. Moss's salary will remain unchanged. When applicable, payment of sick leave will be deducted from previously accrued sick leave balances.

Background Information:

On July 2, 2024, the Board of Supervisors approved an Employment Agreement with Thomas Moss as Agriculture Commissioner / Sealer of Weights & Measures (Misc. Agree. #2024-222). The requested action seeks approval to amend the Agreement by including language regarding the use of existing sick leave accruals and the payment of sick leave upon retirement. These provisions, which are standard in all department head contracts, were inadvertently omitted from the original Agreement.

All other terms and conditions of Misc. Agreement No. 2024-222 shall remain in full force and effect.

AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND THOMAS MOSS FOR THE POSITION OF AGRICULTURE COMMISSIONER / SEALER OF WEIGHTS & MEASURES

The Employment Agreement made and entered into on July 2, 2024, by and between the County of Tehama, referred to as "COUNTY," and THOMAS MOSS, referred to as "MOSS," identified as Misc. Agreement No. 2024-222, shall be amended as set forth herein.

I. **Section 6: Personal Time Off (PTO)** shall be amended to read as follows

MOSS 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 MOSS 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
b. Personal medical or dental appointments, which are impractical to schedule outside of regular working hours
c. 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, MOSS shall accrue and have credited to his 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 MOSS has accrued a total balance of five hundred (500) hours, at which point the accrual of additional time beyond 500 hours shall cease.

MOSS shall have one (1) personal holiday (8 hours) added to his PTO balance each July 1st, subject to the 500-hour cap.

The Board of Supervisors may, in its discretion and at MOSS's request, compensate MOSS 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.

II. **Section 10: Retirement** shall be amended to read as follows

The parties acknowledge and agree that MOSS is a local miscellaneous member of the California Public Employees' Retirement System (CalPERS), and a "Classic" employee as defined in the California Public Employees' Pension Reform Act of 2013.

MOSS shall participate in the CalPERS 2% at 55 defined benefit program, as set forth in the California Public Employees' Pension Reform Act of 2013. Retirement is integrated with Social Security.

The parties acknowledge and agree that the required CalPERS member contribution for MOSS shall be seven percent (7%) of the compensation paid to MOSS hereunder. COUNTY will not pay any part of the required member contribution on behalf of MOSS.

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).

It is further mutually agreed that all other terms and conditions of Misc. Agreement No. 2024-222 dated the 2nd day of July 2024 shall remain in full force and effect.

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

Date: _____ _____

Chairman, Board of Supervisors

ATTESTED: _____
Clerk of the Board of Supervisors,
County of Tehama, State of California

By:_____
Deputy

Date: _____ _____

THOMAS MOSS

Approved as to form by
Tehama County Counsel

_____

TEHAMA COUNTY
and
THOMAS MOSS
EMPLOYMENT AGREEMENT
for the position of
Agriculture Commissioner / Sealer of Weights & Measures

THIS AGREEMENT, is made and entered into on July 2, 2024 and effective commencing July 3, 2024 by and between the Tehama County Board of Supervisors, hereinafter called "COUNTY" and THOMAS MOSS, hereinafter called "MOSS" both of whom understand as follows:

WITNESSETH

WHEREAS, COUNTY desires to employ the services of MOSS as Agriculture Commissioner / Sealer of Weights & Measures from the effective date hereof until July 2, 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 MOSS; and

WHEREAS, MOSS 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 MOSS 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 MOSS 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 MOSS as the Agriculture Commissioner / Sealer of Weights & Measures to perform the functions and duties as specified in the Agriculture Commissioner / Sealer of Weights & Measures 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 Agriculture 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. MOSS shall report for work at his 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

A. MOSS agrees to remain in the exclusive employ of COUNTY until July 2, 2028 and further agrees to accept no other employment that may conflict with MOSS's performance of duties until this termination date, unless said termination date is affected as hereinafter provided.
B. MOSS may be removed at any time in accordance with Article 3 (commencing with Section 2181) of Chapter 2 of Division 2 of the Food and Agriculture Code and Article 2 (commencing with Section 12200) of Chapter 2 of Division 5 of the Business and Professions Code, in which case this agreement shall terminate, subject only to the provisions set forth in Section 14 of this agreement.

Section 3: Salary

For purposes of this agreement, MOSS 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 MOSS under this agreement.

In full consideration for services rendered, and the satisfactory job performance of specified duties, COUNTY agrees to pay MOSS 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:

July 3, 2024 through July 2, 2025	$132,042 Annually
July 3, 2025 through July 2, 2026	$138,644 Annually
July 3, 2026 through July 2, 2027	$145,576 Annually
July 3, 2027 through July 2, 2028	$152,855 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", MOSS'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 MOSS 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 MOSS, except with the concurrence of MOSS and then only to the degree of such a reduction across-the-board for all employees of the Department in which MOSS 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 MOSS's duties require the use of a cellular telephone in the course of County business, COUNTY agrees to provide MOSS 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 MOSS and shall not be prorated.

Section 5: Automobile

Should it be required that MOSS use his personal vehicle in the performance of his official County duties, it is agreed that MOSS 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 MOSS.

Section 6: Personal Time Off (PTO)

In lieu of accruing vacation or sick leave, MOSS shall accrue and have credited to his 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 MOSS has accrued a total balance of five hundred (500) hours, at which point the accrual of additional time beyond 500 hours shall cease.

MOSS shall have one (1) personal holiday (8 hours) added to his PTO balance each July 1st, subject to the 500-hour cap.

The Board of Supervisors may, in its discretion and at MOSS's request, compensate MOSS 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

MOSS shall have five (5) paid management leave days (40 hours) added to his 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 MOSS 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 MOSS hereunder shall be increased or decreased by an equal amount, commencing the following July 1st.

Section 8: Holidays

MOSS 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 MOSS is in a non-pay status on both workdays immediately adjacent to the holiday, MOSS 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 MOSS and his 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. MOSS 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 MOSS and/or members of his immediate family.

COUNTY will allow MOSS 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 MOSS is a local miscellaneous member of the California Public Employees' Retirement System (CalPERS), and a "Classic" employee as defined in the California Public Employees' Pension Reform Act of 2013.

MOSS shall participate in the CalPERS 2% at 55 defined benefit program, as set forth in the California Public Employees' Pension Reform Act of 2013. Retirement is integrated with Social Security.

The parties acknowledge and agree that the required CalPERS member contribution for MOSS shall be seven percent (7%) of the compensation paid to MOSS hereunder. COUNTY will not pay any part of the required member contribution on behalf of MOSS.

The CalPERS retirement plan includes "Pre-Retirement Optional Settlement 2 Death Benefit" as described in Government Code 21548.

Section 11: Deferred Compensation

MOSS 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 MOSS 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 MOSS in accordance with adopted COUNTY travel policy for professional and official travel, meetings and occasions adequate to continue the professional development of MOSS and to adequately pursue necessary official functions for COUNTY, including conferences specific to the Agriculture Commissioner / Sealer of Weights & Measures functions and such other related national, regional, state and local governmental groups and committees thereof which MOSS 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 MOSS, in accordance with adopted county travel policy, for short courses, institutes and seminars that are necessary for his professional development and for the good of the COUNTY, subject to the COUNTY budget as approved by the COUNTY Board of Supervisors.

If MOSS is assigned to temporary work at such distance from his regular headquarters that it is impractical to return thereto each day, or to his regular place of abode, MOSS 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 MOSS to resign from his position with COUNTY. If MOSS voluntarily resigns his position with COUNTY before expiration of the aforesaid term of his employment, then MOSS shall give COUNTY two months' notice in advance, unless the parties agree otherwise.

Section 14: Termination and Severance Pay

The Agriculture Commissioner / Sealer of Weights & Measures serves at the will of the COUNTY pursuant to state law. If MOSS is terminated by the COUNTY before expiration of the aforesaid term of employment, and if MOSS is willing and able to perform his duties under this agreement, and if termination is for other than "just cause," then the COUNTY will pay MOSS 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.

MOSS 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 MOSS shall receive no compensation for unused MTO.

Section 15: Industrial Injury or Illness

Should MOSS 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, MOSS may elect to utilize State Disability Insurance, MTO and/or PTO to supplement his temporary disability indemnity payments, up to a maximum of full salary. During the time MOSS is receiving temporary disability indemnity payments, which are supplemented by State Disability

Insurance and accrued leave, MOSS 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, MOSS'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 MOSS is absent by reason of industrial disability, MOSS may be returned to work by COUNTY and given temporary light duties within the employee's ability to perform, with the consent of his physician. The duration of any such period of temporary work shall be determined by COUNTY. MOSS shall be compensated at the then-current rate of pay while engaged in such temporary duties. COUNTY may require MOSS 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 Agriculture Commissioner / Sealer of Weights & Measures position without hazard to self or to his fellow workers, or to his 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 MOSS return to work from a work place industrial injury or illness, MOSS 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 MOSS 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 MOSS is permanently disabled and cannot be reasonably accommodated, or is otherwise unable to perform his 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 MOSS's incapacity, or for any other reason, MOSS shall not receive any salary, stipend or other compensation hereunder once MOSS'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 MOSS shall not accrue PTO benefits while on unpaid leave.

If the COUNTY believes MOSS is abusing leave, they may require satisfactory evidence of sickness or disability before payment of leave will be made.

Should MOSS fail to return to work within three workdays of the expiration of approved leave, MOSS 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 MOSS an opportunity to provide the circumstances to make a final determination of employment by way of appealing a finding that MOSS 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 MOSS is on a leave of absence beyond any accrued leaves, he 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 MOSS is on a leave of absence beyond any accrued leaves, he may maintain the COUNTY's group health insurance coverage for a total of three (3) months on the normal premium cost-sharing basis. MOSS 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 MOSS returns to work from the leave of absence in which MOSS 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 MOSS 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 MOSS. Further, the COUNTY Chief Administrator shall provide MOSS with a summary written statement of the findings and provide an adequate opportunity for MOSS to discuss his evaluation with the Chief Administrator, and as appropriate, the Board of Supervisors.

At the time of evaluation, COUNTY and MOSS shall define such goals and performance objectives that they determine necessary for the proper operation of the Agriculture 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 MOSS 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 MOSS is acting in his official capacity as the Agriculture Commissioner / Sealer of Weights & Measures, MOSS shall be considered as a COUNTY employee for purposes of indemnity and the COUNTY shall defend, save harmless, and indemnify MOSS 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 MOSS's duties as Agriculture Commissioner / Sealer of Weights & Measures.

Section 20: Bonding
COUNTY shall bear the full cost of any fidelity or other bonds required of MOSS 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. MOSS: THOMAS MOSS 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 MOSS.
C. This agreement shall become effective commencing July 3, 2024.
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 MOSS has signed and executed this agreement, both in duplicate, the day and year first above written.

JOHN LEACH
Chairman, Board of Supervisors

THOMAS MOSS
Employee

Approved as to form:

MARGARET LONG
County Counsel

E-Contract Review
Approval as to Form

Department Name: Personnel / Board of Supervisors

Vendor Name: Tom Moss

Contract Description: For the purpose of employment contract for the position of Agriculture Commissioner/Sealer of Weights and Measures

APPROVED AS TO FORM: Date: 06/26/2024

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

Tehama County

Minutes Certification

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

File Number: 24-1007 **Enactment Number: MISC. AGR 2024-222**

9. PERSONNEL / ADMINISTRATION - Chief Administrator Gabriel Hydrick 24-1007

a) AGREEMENT - Approval and authorization for the Chair to sign an Employment Agreement with Thomas Moss, Agriculture Commissioner / Sealer of Weights & Measures, effective 7/3/24 through 7/2/28.

Chief Administrator Gabriel Hydrick reviewed highlights of the agreement.

In response to Supervisor Carlson, Assistant Agricultural Commissioner Tom Moss said this is a state obligation created by the MOU of California Department of Food and Agriculture to be a 4-year agreement for this position.

Mr. Moss thanked the Board for the position of Agricultural Commissioner and is looking forward to serving the community that he loves.

RESULT:	APPROVED
MOVER:	William Moule
SECONDER:	Matt Hansen
AYES:	Supervisor Moule, Supervisor Carlson, Supervisor Nolen, Vice Chair Hansen, and Chairperson Leach
	Enactment No: MISC. AGR 2024-222

I, JENNIFER VISE, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on 7/2/2024.

Attest: Deputy

July 24, 2024
Date Certified

E-Contract Review
Approval as to Form

Department Name: Tehama County

Vendor Name: Tom Moss

Contract Description: For the purpose of amendment to the employment agreement #2024-222

APPROVED AS TO FORM:

Date: 03/09/2026

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Agenda Request Form

File #: 26-0375 **Agenda Date:** 3/24/2026 **Agenda #:** 19.

HEALTH SERVICES AGENCY - Executive Director Jayme Bottke

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Executive Director to sign the agreement with Poor and the Homeless County Coalition (PATH), for the purpose of meeting the Behavioral Health Bridge Housing Program objectives, with a total maximum amount not to exceed $1,476,291, effective 1/1/26 through 6/30/27

Financial Impact:
This project will be paid for utilizing grant funds from the Behavioral Health Bridge Housing Program that consists of $2,371,591 in total. A portion of these grant funds are budgeted for the project provided through this agreement. The Budget Unit is 40131. There is no impact to the General Fund.

Background Information:
On April 16, 2024, Misc. Agreement #2024-087 with Advocates for Human Potential, Inc. (the administrative entity acting on behalf of the California Department of Health Care Services) was reviewed and approved by the Board of Supervisors for the purpose of applying for grant funding for the Behavioral Health Bridge Housing (BHBH) Program. This program was put in place to address the immediate and sustainable housing needs of people experiencing homelessness who have serious behavioral health conditions.

This agreement with PATH is for the purpose of implementing certain tasks and duties from the BHBH budget that was awarded to County by providing services outlined in the scope of work of this agreement. PATH, as a local non-profit organization that provides services to individuals and families experiencing homelessness, will be using their Behavioral Health Transitional Living Program to assist participants in developing stability, enhancing independent living skills, and securing permanent housing while receiving ongoing behavioral health support.

AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND POOR AND THE HOMELESS TEHAMA COUNTY COALITION, (PATH)

This agreement is entered into between the County of Tehama, through its Health Services Agency, ("County") and Poor And The Homeless County Coalition dba PATH ("Contractor") for the purpose of meeting the Behavioral Health Bridge Housing Program objectives to provide housing and/or rental assistance to Tehama County's homeless population.

1. RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall perform the duties as outlined the Scope of Work, attached and incorporated hereto as "Exhibit B". Contractor will be receiving funding through the Behavioral Health Bridge Housing Program, with the Expenditure Plan outlined in "Exhibit C". Contractor shall fully comply with all elements of the Misc. Agreement #2024-087, hereto attached and incorporated as "Exhibit D".

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 Expenditure Plan, attached hereto as Exhibit "C", after satisfactorily completing the duties described in this Agreement. The Maximum Compensation payable under this Agreement shall not exceed $1,476,291.00. 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.

4. BILLING AND PAYMENT

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

5. TERM OF AGREEMENT

This agreement shall commence on January 1, 2026, and shall terminate June 30, 2027, unless terminated in accordance with section 6 below.

6. TERMINATION OF AGREEMENT

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

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

7. ENTIRE AGREEMENT; MODIFICATION

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

8. NONASSIGNMENT OF AGREEMENT

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

9. EMPLOYMENT STATUS

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

10. INDEMNIFICATION

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

11. INSURANCE

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

12. PREVAILING WAGE

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services hereunder are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office and will make this information available to any interested party upon request. Contractor shall defend, indemnify, and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a "public work." To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

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

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

13. NON-DISCRIMINATION

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

14. GREEN PROCUREMENT POLICY

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

15. COMPLIANCE WITH LAWS AND REGULATIONS

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

16. LAW AND VENUE

This agreement shall be deemed to be made in and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions

which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

17. AUTHORITY

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

18. NOTICES

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

If to County:	Tehama County Health Services Agency Attn: Executive Director P.O. Box 400 Red Bluff, CA 96080 (530) 527-8491
If to Contractor:	Poor And The Homeless County Coalition Colleen Lewis 550 Lay Ave. Red Bluff, CA 96080 (530) 736-6524

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

19. NON-EXCLUSIVE AGREEMENT

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

20. STANDARDS OF THE PROFESSION

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

21. LICENSING OR ACCREDITATION

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

22. RESOLUTION OF AMBIGUITIES

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

23. NO THIRD-PARTY BENEFICIARIES

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

24. HAZARDOUS MATERIALS

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

25. HARASSMENT

Contractor agrees to make itself aware of and comply with the County's Harassment Policy, TCPR §8102: Harassment, which is available upon request. The County will not tolerate or

condone harassment, discrimination, retaliation, or any other abusive behavior. Violations of this policy may cause termination of this agreement.

26. COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING

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

27. CONFIDENTIALITY

Notwithstanding any other provision of this Agreement, the CONTRACTOR agrees to protect the confidentiality of any and all patient or client information with which the CONTRACTOR may come into incidental contact in the process of performing its contracted services. The CONTRACTOR shall not retain, copy, use, or disclose this information in any manner for any purpose. Violation of the confidentiality of patient or client information may, at the option of the COUNTY, be considered a material breach of this Agreement.

28. CULTURAL COMPETENCY

Contractor shall ensure that services delivered under the terms of this agreement reflect a comprehensive range of age appropriate, cost-effective, high quality intervention strategies

directed so as to promote wellness, avert crises, and maintain beneficiaries within their own communities. Contractor shall make every effort to deliver services which are culturally sensitive and culturally competent and which operationalize the following values:

A. Services should be delivered in the client's primary language or language of choice since language is the primary "carrier of culture,"

B. Services should encourage the active participation of individuals in their own care, protect confidentiality at all times, and recognize the rights of all individuals regardless of race, ethnicity, cultural background, disability or personal characteristics,

C. Service delivery staff should reflect the racial, ethnic, and cultural diversity of the population being served,

D. Certain culturally sanctioned behaviors, values, or attitudes of individuals legitimately may conflict with "mainstream values" without indicating psychopathology or moral deviance,

E. Service delivery systems should reflect cultural diversity in methods of service delivery as well as policy,

F. The organization should instill values in staff which encourage them to confront racially or culturally biased behavior in themselves and others and which encourage them to increase their sensitivity and acceptance of culturally based differences.

Contractor's staff shall receive cultural competency training and Contractor shall provide evidence of such training to County upon request.

29. CODE OF CONDUCT

Code of Conduct

Tehama County Health Services Agency (TCHSA) maintains high ethical standards and is committed to complying with all applicable statutes, regulations, and guidelines. The TCHSA and each of its employees and contractors shall follow an established Code of Conduct.

PURPOSE

The purpose of the TCHSA Code of Conduct is to ensure that all TCHSA employees and contractors are committed to conducting their activities in accordance with the highest levels of ethics and in compliance with all applicable State and Federal statutes, regulations, and guidelines. The Code of Conduct also serves to demonstrate TCHSA's dedication to providing quality care to its patients.

CODE OF CONDUCT – General Statement

- The Code of Conduct is intended to provide TCHSA employees and contractors with general guidelines to enable them to conduct the business of TCHSA in an ethical and legal manner;
- Every TCHSA employee and contractor is expected to uphold the Code of Conduct;
- Failure to comply with the Code of Conduct or failure to report non-compliance may subject the TCHSA employee or contractor to disciplinary action, up to or including termination of employment or contracted status.

CODE OF CONDUCT

All TCHSA employees and contractors:

- Shall perform their duties in good faith and to the best of their ability.
- Shall comply with all statutes, regulations, and guidelines applicable to Federal health care programs, and with TCHSA's own policies and procedures.
- Shall refrain from any illegal conduct. When an employee or contractor is uncertain of the meaning or application of a statute, regulation, or guideline, or the legality of a certain practice or activity, he or she shall seek guidance from his or her immediate Supervisor, Director, the Quality Assurance Manager or the Compliance Auditor.
- Shall not obtain any improper personal benefit by virtue of their employment or contractual relationship with TCHSA.
- Shall notify their Supervisor, Director, Assistant Executive Director or Executive Director immediately upon receipt (at work or at home) of any inquiry, subpoena, or other agency or governmental request for information regarding TCHSA.
- Shall not destroy or alter TCHSA information or documents in anticipation of, or in response to, a request for documents by any applicable governmental agency or from a court of competent jurisdiction.
- Shall not engage in any practice intended to unlawfully obtain favorable treatment or business from any entity, physician, patient, resident, vendor, or any other person or entity in a position to provide such treatment or business.
- Shall not accept any gift of more than nominal value or any hospitality or entertainment, which because of its source or value, might influence the employee's or contractor's independent judgment in transactions involving TCHSA.
- Shall disclose to their Director any financial interest, official position, ownership interest, or any other relationship that they (or a member of their immediate family) has with TCHSA vendors or contractors.
- Shall not participate in any false billing of patients, governmental entities, or any other party.
- Shall not participate in preparation of any false cost report or other type of report submitted to the government.
- Shall not pay or arrange for TCHSA to pay any person or entity for the referral of patients to TCHSA, and shall not accept any payment or arrangement for TCHSA to accept any payment for referrals from TCHSA.
- Shall not use confidential TCHSA information for their own personal benefit or for the benefit of any other person or entity while employed at or under contract to TCHSA, or at any time thereafter.

- Shall not disclose confidential medical information pertaining to TCHSA's patients or clients without the express written consent of the patients or clients or pursuant to court order and in accordance with the applicable law and TCHSA applicable policies and procedures.
- Shall promptly report to the Compliance Auditor any and all violations or suspected violations of the Code of Conduct.
- Shall promptly report to the Compliance Auditor any and all violations or suspected violations of any statute, regulation, or guideline applicable to Federal health care programs or violations of TCHSA's own policies and procedures.
- Shall not engage in or tolerate retaliation against employees or contractors who report or suspect wrongdoing.

30. EXHIBITS

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

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

COUNTY OF TEHAMA

Date: 3-11-26

Jayme S. Bottke, Executive Director

POOR AND THE HOMELESS TEHAMA COUNTY COALITION, (PATH)

Date: 03/10/2026

Colleen Lewis, Executive Director

113673
Vendor Number

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

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

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

Automobile Liability

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

Workers' Compensation

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

Professional Liability (Contractor/Professional services standard agreement only)

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

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

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

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

Endorsements: Additional Insureds

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

The certificate holder shall be "County of Tehama."

Deductibles and Self-Insured Retentions

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

Primary Insurance Coverage

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

Coverage Cancellation

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

Acceptability of Insurers

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

Subcontractors

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

Material Breach

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

Policy Obligations

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

Verification of Coverage

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

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

Exhibit B

1. Program Overview

PATH's Behavioral Health Transitional Living Program (BHTLP) provides safe, supportive, and recovery-oriented housing for individuals experiencing homelessness who are transitioning from either acute behavioral health care, crisis stabilization settings, or outpatient treatment, meeting Behavioral Health screening requirements. The program's goal is to assist participants in developing stability, enhancing independent living skills, and securing permanent housing while receiving ongoing behavioral health support.

2. Objectives

The primary objectives of the Behavioral Health Transitional Living Program are to:
1. Provide stable, short- to medium-term housing for individuals with behavioral health needs.
2. Support participants in recovery and mental wellness through evidence-based interventions.
3. Facilitate access to clinical care, case management, and community resources.
4. Prepare participants for independent or supportive permanent housing placements.
5. Promote long-term stability by connecting participants with outpatient behavioral health, substance use, and medical services.

3. Target Population

- Adults (18+) experiencing homelessness or housing instability.
- Individuals with diagnosed or suspected mental health and/or co-occurring substance use disorders.
- Clients exiting inpatient psychiatric hospitals, residential treatment, or crisis residential programs who require structured transitional support.

4. Services and Deliverables

PATH will provide the following core services:

A. Residential Services

- Safe, fully furnished transitional living accommodations.
- 24/7 on-site staffing for safety, crisis intervention, and resident support.
- Daily living assistance (e.g., meal preparation support, hygiene, medication reminders).
- House meetings and community-building activities.

B. Case Management

- Comprehensive intake assessment and individualized service plans (ISPs).
- Coordination with behavioral health providers, social services, and housing navigators.
- Benefits enrollment (SSI/SSDI, Medi-Cal, CalFresh, etc.)
- Linkages to education, employment, and life skills training.

C. Behavioral Health Support

- On-site or coordinated clinical services, including therapy and psychiatric support.
- Substance use recovery support groups (AA/NA, relapse prevention, harm reduction).
- Crisis intervention and wellness planning.
- Regular progress reviews and reassessments.

D. Housing Navigation and Transition Planning

- Housing readiness preparation (budgeting, tenant education, landlord engagement).
- Referrals to permanent supportive housing or independent living opportunities.
- Coordination of move-out logistics and aftercare follow-up for at least 90 days postexit.

5. Staffing and Roles

Position	Role/Responsibility
Case Manager Supervisor	Oversees daily operations, supervises staff, ensures compliance, monitors outcomes.
Case Managers	Develop and implement ISPs, coordinate services, track progress.
Behavioral Health Specialists	Provide recovery-oriented support, facilitate groups, assist in crisis management.
Residential Aides	Provide 24/7 supervision, assist with ADLs, maintain a safe environment.
Housing Navigators	Coordinate housing searches, applications, and transition support.

6. Performance Outcomes

The program's success will be measured using the following indicators:

- **Housing Stability:** 50% of participants transition to permanent or stable housing within 12 months. (limit based primarily in housing shortage)
- **Behavioral Health Engagement:** 90% of participants are connected to outpatient care or ongoing behavioral health services upon exit.

- **Income/Benefit Enrollment:** 80% of eligible participants obtain benefits or income supports.
- **Participant Satisfaction:** 75% of participants report increased stability and wellbeing.
- **Crisis Reduction:** Decrease in psychiatric hospitalizations or emergency interventions among participants.

7. Reporting and Compliance

- Data reporting to funding entities as requested/required
- Incident and critical event documentation per agency and funder requirements.
- Annual program evaluation and quality assurance review.
- Compliance with HIPAA, HUD, and DMH (Department of Mental Health) standards.

8. Duration and Funding

- **Program Duration:** present to June 30, 2027
- **Funding Sources:** County of Tehama
- **Billing Structure:** Per diem rate per client

9. Deliverables Summary

Deliverable	Frequency	Responsible Party
Resident intake and ISP completion	Within 7 days of entry	Case Manager
Monthly progress report	Monthly	Case Manager
Participant satisfaction survey	Semi-annually	Quality Assurance
Program evaluation report	Annually	PATH Administration

10. Program Values and Approach

- **Trauma-Informed Care**
- **Housing First Principles**
- **Harm Reduction Philosophy**
- **Cultural Competence and Equity**
- **Client-Centered and Recovery-Oriented Practices**

Exhibit C

BEHAVIORAL HEALTH
Bridge Housing

Overview

APPLICANT INFORMATION

County Name	TEHAMA	Requesting maximum amount? Y/N	Y
Fiscal Contact Name and Email	Glenda Shoemaker Glenda.Shoemaker @tchsa.net	Total Funding Requested	$ 2,371,591.01

2371591 $ 0.01

BHBH FUNDING EXPENDITURE PLAN

ELIGIBLE USE CATEGORY	FY22/23	FY23/24	FY24/25	FY25/26	FY26/27	TOTAL	CONTRACTS TO COMPLETE: PATH Per category-PATH	CoC Per category-CoC	TCHSA Per category-TCHSA	COMPLETED CONTRACT Per category-PATH Tiny homes	Total per category
Bridge Housing - Shelter/Interim Housing Programs	$ -	$ -	$ -	$ 716,117.50	$ 736,234.50	$ 1,452,352.00	$ 1,131,252	$ 321,100		$ -	$ 1,452,352.00
Bridge Housing - Rental Assistance Program	$ -	$ -	$ -	$ -	$ -	$ -				$ -	$ -
Bridge Housing - Auxillary Services for Assisted Living	$ -	$ -	$ -	$ -	$ -	$ -				$ -	$ -
Housing Navigation (including Participant Assistance & Owner Outreach/Mitigation)	$ -	$ -	$ -	$ 160,028.00	$ 143,528.00	$ 303,556.00	$ 303,556			$ -	$ 303,556.00
County Behavioral Health Agency BHBH Program Implementation	$ -	$ -	$ -	$ 32,500.00	$ 31,483.00	$ 63,983.00	$ 41,483	$ 22,500		$ -	$ 63,983.00
Bridge Housing - Outreach and Engagement	$ -	$ -	$ -	$ 47,083.94	$ 47,616.07	$ 94,700.01			$ 94,700	$ -	$ 94,700.01
Start-up Infrastructure		$ -		$ 457,000.00		$ 457,000.00				$ 457,000.00	$ 457,000.00
Total	$ -	$ -	$ -	$ 1,412,729.44	$ 958,861.57	$ 2,371,591.01				$ -	$ -
Total Number of Bed-Nights	0	0	0	1,879	1,979	3,858				$ -	$ -
Cost per Bed-Night (excluding Infrastructure)	#DIV/0!	#DIV/0!	#DIV/0!	$ (508.64)	$ (484.52)	$ (496.27)				$ -	$ -
PERCENT OF BHBH FUNDS PER CATEGORY							$ 1,476,291	$ 343,600	$ 94,700	$ 457,000	$ 2,371,591.01

Fund Category	FY22/23	FY23/24	FY24/25	FY25/26	FY26/27	TOTAL
Bridge Housing Operations	N/A	N/A	N/A	N/A	N/A	74.0%
County BHA Implementation	N/A	N/A	N/A	N/A	N/A	2.7%
Outreach and Engagement	N/A	N/A	N/A	N/A	N/A	4.0%
Bridge Housing Start-Up Infrastructure	N/A	N/A	N/A	N/A	N/A	19.3%

COMMENTS:

BEHAVIORAL HEALTH
Bridge Housing

BEHAVIORAL HEALTH BRIDGE HOUSING - Shelter/Interim Housing Programs

PERSONNEL

Position (FTEs)	(Optional Description)	FY22/23	FY23/24	FY24/25	FY25/26	FY26/27	TOTAL
BHBH Program Supervision		$ -	$ -	$ -	$ 14,486	$ 14,977	$ 29,463
BHBH Program Support		$ -	$ -	$ -	$ 54,689	$ 56,541	$ 111,229
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
TOTAL SALARIES		$ -	$ -	$ -	$ 69,175	$ 71,518	$ 140,692
Benefits Rate (percent)							
BENEFITS		$ -	$ -	$ -	$ 52,393	$ 54,167	$ 106,560
TOTAL PERSONNEL		$ -	$ -	$ -	$ 121,568	$ 125,685	$ 247,252

SUBCONTRACTORS

Subcontractors Name	(Optional Description)	FY22/23	FY23/24	FY24/25	FY25/26	FY26/27	TOTAL
PATH	Interim Housing	$ -	$ -	$ -	$ 260,000	$ 270,000	$ 530,000
Tehama County CoC	HMIS/CES Capacity Expansion	$ -	$ -	$ -	$ 159,550	$ 161,550	$ 321,100
PATH	Navigation Center Equipment	$ -	$ -	$ -	$ 65,000	$ 65,000	$ 130,000
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
TOTAL SUBCONTRACTORS		$ -	$ -	$ -	$ 484,550	$ 496,550	$ 981,100

OTHER DIRECT COSTS

Other Direct Costs	(Optional Description)	FY22/23	FY23/24	FY24/25	FY25/26	FY26/27	TOTAL
Ongoing Normal Repair/Maintenance	Mobile Home	$ -	$ -	$ -	$ 55,000	$ 57,000	$ 112,000
Ongoing Normal Repair/Maintenance	Tiny Home	$ -	$ -	$ -	$ 55,000	$ 57,000	$ 112,000
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
TOTAL OTHER DIRECT COSTS		$ -	$ -	$ -	$ 110,000	$ 114,000	$ 224,000

INDIRECT COSTS

Indirect Cost	(Optional Description)	FY22/23	FY23/24	FY24/25	FY25/26	FY26/27	TOTAL
Indirect Cost Rate (percent)							N/A
TOTAL INDIRECT COSTS		$ -	$ -	$ -	$ -	$ -	$ -

GRAND TOTAL

BEHAVIORAL HEALTH
Bridge Housing

BEHAVIORAL HEALTH BRIDGE HOUSING - Shelter/Interim Housing Programs

Totals	(Optional Description)	FY22/23	FY23/24	FY24/25	FY25/26	FY26/27	TOTAL
Amount		$ -	$ -	$ -	$ 716,118	$ 736,235	$ 1,452,352

SERVICE DETAILS

Service Details	(Optional Description)	FY22/23	FY23/24	FY24/25	FY25/26	FY26/27	TOTAL
Estimated Number of Bed-Nights: Total					1,879.0	1,979.0	3,858.0
Estimated Number of Bed-Nights: Daily					5.1	5.4	
Estimated Number of Unduplicated Individuals Served Total					150.0	158.0	
Estimated Number of Unduplicated Individuals Served Monthly					12.5	13.0	
Estimated Cost per Bed Night		#DIV/0!	#DIV/0!	#DIV/0!	$ 381.12	$ 372.02	$ 376.45

BEHAVIORAL HEALTH
Bridge Housing

BEHAVIORAL HEALTH BRIDGE HOUSING - Housing Navigation Services Budget Detail

PERSONNEL

Position (FTEs)	(Optional Description)	FY22/23	FY23/24	FY24/25	FY25/26	FY26/27	TOTAL
PERSONNEL		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
TOTAL SALARIES		$ -	$ -	$ -	$ -	$ -	$ -
Benefits Rate (percent)							
BENEFITS		$ -	$ -	$ -	$ -	$ -	$ -
TOTAL PERSONNEL		$ -	$ -	$ -	$ -	$ -	$ -

SUBCONTRACTORS

Subcontractors Name	(Optional Description)	FY22/23	FY23/24	FY24/25	FY25/26	FY26/27	TOTAL
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
TOTAL SUBCONTRACTORS		$ -	$ -	$ -	$ -	$ -	$ -

OTHER DIRECT COSTS

Other Direct Costs	(Optional Description)	FY22/23	FY23/24	FY24/25	FY25/26	FY26/27	TOTAL
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
TOTAL OTHER DIRECT COSTS		$ -	$ -	$ -	$ -	$ -	$ -

PARTICIPANT ASSISTANCE FUNDS

Type	(Optional Description)	FY22/23	FY23/24	FY24/25	FY25/26	FY26/27	TOTAL
Participant Assistance Funds		$ -	$ -	$ -	$ -	$ -	$ -

LANDLORD FUNDS

Type	(Optional Description)	FY22/23	FY23/24	FY24/25	FY25/26	FY26/27	TOTAL
Landlord Incentive Program Fund	PATH	$ -	$ -	$ -	$ 20,028	$ 17,528	$ **37,556**
Landlord Loss Mitigation Fund	PATH	$ -	$ -	$ -	$ 140,000	$ 126,000	$ **266,000**
TOTAL OWNER INCENTIVE AND MITIGATION FUND		$ -	$ -	$ -	$ 160,028	$ 143,528	$ **303,556**

INDIRECT COSTS

BEHAVIORAL HEALTH
Bridge Housing

BEHAVIORAL HEALTH BRIDGE HOUSING - Housing Navigation Services Budget Detail

Indirect Costs	(Optional Description)	FY22/23	FY23/24	FY24/25	FY25/26	FY26/27	TOTAL
Indirect Cost Rate (percent)							N/A
TOTAL INDIRECT COSTS		$ -	$ -	$ -	$ -	$ -	$ -

GRAND TOTAL

Totals	(Optional Description)	FY22/23	FY23/24	FY24/25	FY25/26	FY26/27	TOTAL
Amount		$ -	$ -	$ -	$ 160,028	$ **143,528**	$ **303,556**

SERVICE DETAILS

Service Details	(Optional Description)	FY22/23	FY23/24	FY24/25	FY25/26	FY26/27	TOTAL
Estimated Unduplicated Number Receiving Navigation Services: Total			39.0	42.9	45.0	47.4	
Estimated Unduplicated Number Receiving Navigation Services: Monthly			3.3	3.5	3.8	4.0	
Estimated Number of Monthly Service Encounters			50.0	55.0	60.0	65.0	230.0
Estimated Number of Individuals Moving into Permanent Housing: Total			12.0	14.0	16.0	18.0	60.0
Estimated Number of Individuals Moving into Permanent Housing: Monthly			1.0	1.2	1.4	1.5	

BEHAVIORAL HEALTH BRIDGE HOUSING - County Behavioral Health Agency BHBH Program Implementation

PERSONNEL

Positions (FTEs)	(Optional Description)	FY22/23	FY23/24	FY24/25	FY25/26	FY26/27	TOTAL
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
TOTAL SALARIES		$ -	$ -	$ -	$ -	$ -	$ -
Benefits Rate (percent)							
BENEFITS		$ -	$ -	$ -	$ -	$ -	$ -
TOTAL PERSONNEL		$ -	$ -	$ -	$ -	$ -	$ -

SUBCONTRACTORS

Subonctractor Name	(Optional Description)	FY22/23	FY23/24	FY24/25	FY25/26	FY26/27	TOTAL
Tehama County CoC	HMIS/CES participatio and licensing fees	$ -	$ -	$ -	$ 11,250	$ 11,250	$ 22,500
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
TOTAL SUBCONTRACTORS		$ -	$ -	$ -	$ 11,250	$ 11,250	$ 22,500

OTHER DIRECT COSTS

Other Direct Costs	(Optional Description)	FY22/23	FY23/24	FY24/25	FY25/26	FY26/27	TOTAL
Training and Travel Expenses	Staff and subcontractor training	$ -	$ -	$ -	$ 21,250	$ 20,233	$ 41,483
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
TOTAL OTHER DIRECT COSTS		$ -	$ -	$ -	$ 21,250	$ 20,233	$ 41,483

INDIRECT COSTS

INDIRECT COSTS	(Optional Description)	FY22/23	FY23/24	FY24/25	FY25/26	FY26/27	TOTAL
Indirect Cost Rate (percent)							N/A
TOTAL INDIRECT COSTS		$ -	$ -	$ -	$ -	$ -	$ -

GRAND TOTAL

Grand Total	(Optional Description)	FY22/23	FY23/24	FY24/25	FY25/26	FY26/27	TOTAL

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Exhibit D

SUBCONTRACT AGREEMENT
SUMMARY COVER SHEET

Subcontract ID:	**20456-CA BHBH- bhbh_632_bhbh_tehama_county -01**
Effective Date:	**June 23, 2023**
Contractor:	**ADVOCATES FOR HUMAN POTENTIAL, INC. (AHP)** 490-b Boston Post Road, Sudbury, MA 01776-3365 Tel: (978) 443-0055 ♦ Fax: (978) 261-1467 **AHP Contracting Officer:** Charles Galland, CLC cgalland@ahpnet.com/978-261-1425 **AHP Project Director:** Deborah Werner 131 N. El Molino, Suite 380, Pasadena, CA 91101 Tel: 818-999-6985 (o) / dwerner@ahpnet.com **AHP Direct Staff Contact:** Michael Helmick **Deputy Project Director** 131 N. El Molino, Suite 380, Pasadena, CA 91101 Tel: 323-843-2750 (c) / mhelmick@ahpnet.com
Subcontractor:	County of Tehama, a Political Subdivision of State of California ("_____") acting through it's Health Services Agency Address: PO Box 400, Red Bluff, CA 96080 Phone: 530 -527 -8491 **Project Contact:** Jayme S. Bottke Email address: jayme.bottke@tchsa.net
Prime Contract Identification:	**Client: California Department of Health Care Services** **Agreement No.: 22-20456** **Contract Title: "Behavioral Health Bridge Housing (BHBH)" Program**
Subcontract Type:	Deliverable Based-Type Contract
Period of Performance:	**June 23, 2023** through **June 30, 2027**
Consideration/Budget:	Professional Services NTE $2,371,591
Billing Terms:	Monthly Invoicing, per **Attachments C** (SOW) **and D** (RATE SCHEDULE)
Payment Terms:	Payment remitted fifteen (15) business days after receipt of undisputed invoice.

(This Page is not part of the Subcontract Agreement and is for Summary/Reference Purposes Only)

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SUBCONTRACT AGREEMENT

20456-CA BHBH- bhbh_632_bhbh_tehama_county -01

THIS SUBCONTRACT AGREEMENT (the "Subcontract" or "Subcontract Agreement") is entered into by and between **ADVOCATES FOR HUMAN POTENTIAL, INC.,** with offices located at **490-B Boston Post Road, Sudbury, MA 01776,** ("**AHP**" or the "Contractor"), and County of Tehama, a Political Subdivision of State of California acting through it's Health Services Agency, with offices at PO Box 400, Red Bluff, CA 96080 ("_____" or the "Subcontractor" or "County 'Behavioral Health Agency'" or "County BHA," also referred to as a "BHA" and together with AHP, collectively the "Parties").

WITNESSETH:

WHEREAS the State of California through the Department of Health Care Services ("DHCS") is administering the Behavioral Health Bridge Housing Program ("BHBH Program"), including noncompetitive predetermined maximum funding to be awarded to county behavioral health agencies ("Behavioral Health Agencies" or "BHAs") in order to operate bridge housing settings to address the immediate and sustainable housing needs of people experiencing homelessness who have serious behavioral health conditions, including serious mental illness (SMI) and/or substance use disorder (SUD);

WHEREAS the BHBH Program, which was signed into law in September 2022 under Assembly Bill (AB) 179 (Ting, Chapter 249, Statutes of 2022), provided $1.5 billion in funding through June 30, 2027, to address the immediate housing and treatment needs of people experiencing unsheltered homelessness who have serious behavioral health conditions;

WHEREAS DHCS requires BHAs applying for funding to clearly demonstrate how they will reach these historically underserved client populations that are most in need of supportive services;

WHEREAS BHBH Program funding is available for all bridge housing costs including program implementation, outreach and engagement, bridge housing costs and bridge housing start-up infrastructure costs provided beds are made available within one-year of execution of this Agreement;

WHEREAS DHCS has engaged AHP, pursuant to Project No.: 22-20456, hereinafter the "Contract" or "Prime Contract," to serve as the administrative entity supporting the implementation of the BHBH Program, including reviewing BHBH program plans submitted by the BHAs (each a "BHBH Program Plan"), engaging additional consultants to support the BHBH Program implementation, and providing general grant training and technical assistance during the application process and throughout the life of the BHA's BHBH Program Plan; and

WHEREAS AHP and Subcontractor desire and have agreed to enter this Subcontract **20456-CA BHBH-** bhbh_632_bhbh_tehama_county **_-01** to assist in the implementation of the BHBH Program Plan of Subcontractor, and Subcontractor desires to pursue its BHBH Program Plan with DHCS acting through AHP pursuant to the Prime Contract.

NOW, THEREFORE, based upon the foregoing premises, and in consideration of the mutual covenants and agreements herein set forth, the Parties agree as follows:

This Subcontract, and its Attachments (collectively, the "Agreement"), constitutes the entire agreement and understanding between the Parties as to the matters set forth herein. It supersedes all prior understandings, written or oral, between the Parties with respect to the subject matter hereof and has been induced by no representations, statements, or agreements other than those herein expressed. By accepting this Agreement, the Subcontractor agrees to be bound by all terms and conditions and provisions that may be incorporated by reference, and all other Attachments to this Agreement.

IN WITNESS THEREOF, the Parties hereto have executed this Agreement by their duly authorized respective officers as of the day and year last written below.

ADVOCATES FOR HUMAN POTENTIAL, INC. ("AHP")

By: DocuSigned by: Charlie Galland AFB9BE9892E5471...

CHARLES GALLAND, CHIEF LEGAL COUNSEL

Date: 4/20/2024

County of Tehama, a Political Subdivision of State of California

acting through it's Health Services Agency

("_____")

By: DocuSigned by: Jayme Bottke E28E8F189E62493...

Jayme Bottke

Executive Director

Date: 4/19/2024

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SECTION 1. PRIVITY OF CONTRACT

This Agreement is funded in whole with funds from the State of California Department of Health Care Services ("DHCS" or "Client") through DHCS's BHBH Program. Neither the DHCS nor any of its departments, agencies, or employees is or will be a party to this Agreement or any lower tier subcontract/consulting arrangement. No privity between DHCS and Subcontractor is established by this Agreement, and no privity exists between AHP, DHCS and Subcontractor under the Prime Contract.

SECTION 2. NATURE OF THE SUBCONTRACT

2.1 Type of Subcontract

This is a **Deliverable Based-type Subcontract Agreement.** Subcontractor's account system must be capable of allocating and segregating costs applicable to this Subcontract Agreement.

2.2 Funding

All amounts under this Subcontract Agreement reference US dollars. No costs will be incurred except those specifically proposed by the Subcontractor to and approved by AHP in the Subcontractor's Statement of Work, specified in **Attachment C** ("SOW"), and Subcontractor shall perform the work within the funding allocations/budget/rates, specified in **Attachment D** ("Rate Schedule").

This Subcontract Agreement is entered into, and the obligation to fund is made, based upon the appropriation under the Prime Contract. Should this appropriation or any funds allocated to the Prime Contract be reduced subsequent to the entering into this Subcontract Agreement or should the scope of the SOW be redirected by AHP or DHCS so as to affect the work envisioned to be subcontracted, AHP shall have the right to reduce the funds allocated to the Subcontractor pursuant to this Subcontractor Agreement or cease to provide funding to the extent that funds are no longer available under the Prime Contract to affect a termination (at its sole discretion) pursuant to the termination provisions of Section 8 of this Agreement.

2.3 This Agreement hereby incorporates by reference, the Request for Applications ("RFA"), Subcontractor's application in response to the RFA (the "Application") and Subcontractor's BHBH Program Plan or DHCS approved Program Plan update, including any associated budget, or DHCS approved associated budget update, incorporated in the BHBH Program Plan. Subcontractor shall comply with the terms and conditions outlined in the RFA, the Application, and Subcontractor's DHCS approved BHBH Program Plan or Program Plan update, including any associated budget, or DHCS approved budget update, incorporated therein.

Total funds currently available for payment and allotted to this Subcontract Agreement are NOT TO EXCEED (NTE) **Two MILLION Three HUNDRED Seventy One THOUSAND Five HUNDRED Ninety One DOLLARS ($2,371,591.)**

SECTION 3. SUBCONTRACTOR PERFORMANCE AND DELIVERY

3.1 Period of Performance

The Base performance period is **June 23, 2023, through June 30, 2027,** unless sooner terminated in accordance with the terms of this Subcontract Agreement. Any extensions to the period of performance will be supported by a written modification to the Subcontract Agreement, and any changes or additions to the Agreement's SOW deliverables/days of performance shall be determined at that time.

BHBH Program funding must be spent no later than June 30, 2027. BHA funding will be monitored and paid through reimbursement invoicing, based on the achievement of identified milestones provided through required reporting, as outlined below. Changes to the BHBH Program Plan, including the timeline, and budget modifications will be accepted only by written request and must be approved by DHCS. BHA progress will be reviewed annually. If a county BHA is not on track to meet funding deliverables and spend its full contracted amount, DHCS reserves the right to redistribute those grant funds to other eligible county BHAs.

Whenever Subcontractor knows, or reasonably should know, that any actual or potential condition is under delay, or threatens to be under delay, of the timely performance of work, it shall, within ten (10) calendar days, provide AHP with written notice, including all relevant information with respect to the condition(s) and delay.

3.2 Time of the Essence

TIME IS OF THE ESSENCE in Subcontractor's performance of its obligations under this Agreement.

3.3 Delivery Schedule

Satisfactory performance of deliverables shall be deemed to occur upon delivery and acceptance by the Project Director or another appointed AHP Staff ("Staff") of the items as described in the SOW. All deliverables shall be submitted as directed by the Project Director or Staff. In no event shall Subcontractor submit a deliverable directly to the DHCS unless specifically directed to do so by the Project Director/AHP Direct Staff Contact or his/her designee or DHCS.

Upon request, a copy of all written deliverables shall also be delivered to:

Mr. Charles Galland, Chief Legal Counsel
Advocates for Human Potential, Inc.
490-B Boston Post Road, Sudbury, MA 01776 | **cgalland@ahpnet.com**

3.4 BHBH Program Plan; Reporting and Monitoring

Upon receipt of notice that a Subcontractor's Application is approved, the Subcontractor shall submit its BHBH Program Plan to AHP together with its SOW and payment Schedule as addendum for this Subcontract Agreement. The BHBH Program Plan must include the minimum County BHA program requirements as set forth by DHCS, the RFA, the BHBH Program Plan, and all other applicable local, state, and federal laws (collectively, the "Program Requirements"). The BHBH Program Plan shall include a monitoring and reporting plan that the Subcontractor is responsible for implementing.

Any amendment to the BHBH Program Plan must be submitted to AHP in writing and forwarded to and approved by DHCS. AHP shall notify the Subcontractor of DHCS' approval or disapproval of any amendment within fifteen (15) days of receipt of such approval or disapproval. No amendment to the BHBH Program Plan shall be valid until DHCS approves the same. The previously approved BHBH Program Plan shall remain in effect until approval is communicated to the Subcontractor by AHP via in accordance with the notice provisions of this Subcontract Agreement. Any approved amended BHBH Program Plan shall be incorporated into this Agreement upon such approval.

The Subcontractor shall comply with all reporting and monitoring requirements in the BHBH Program Plan, Program Requirements, or as directed by AHP and DHCS.

SECTION 4. STATEMENT OF WORK / START-UP INFRASTRUCTURE

a) This Agreement is entered under the authority of and in furtherance of the BHBH Program and the RFA issued by DHCS and the Subcontractor's Application. In addition, this Agreement hereby incorporates by reference the Subcontractor's approved Application, BHBH Program Plan, any DHCS approved BHBH Program Plan update, budget, any DHCS approved budget update, and any report submitted by Subcontractor which has relied upon by AHP.

b) Seventy-five percent (75%) of BHBH Program funding must be used for the costs of operating bridge housing, including shelter and interim housing, rental assistance, auxiliary funding for assisted living settings and housing navigation. Up to twenty-five percent (25%) may be used for (i) Program Implementation, (ii) outreach and engagement, and/or (iii) bridge housing infrastructure start-up costs.

   i. Bridge housing infrastructure start-up funding shall be limited to Seventy-five Thousand Dollars ($75,000) per bed and shall not exceed twenty-five percent (25%) of the total amount of BHBH program funds awarded under this Agreement. All bridge housing infrastructure start-up activities must be complete, and beds made available within one (1) year of execution of this Agreement. Subcontractor shall provide a schedule that demonstrates that the BHBH Project can be completed within the allowable timeline.

   ii. If the BHBH Program Plan requires the utilization of BHBH Program funds for the acquisition (or renovation) of real estate, then Subcontractor shall obtain the preapproval of DHCS, through AHP, and shall provide AHP with evidence of site control. "Site control" shall mean deeded ownership,

executed purchase and sale agreement, or other binding agreement to the satisfaction of AHP.

iii. Subcontractor is eligible to receive up to ninety percent (90%) of the costs of acquisition up front upon meeting site control documentation requirements set forth in this Section 4. Upon reconciliation of the expenditure of theses up-front funds, Subcontractor is then eligible to receive the balance of the BHBH Program funds for acquisition with reconciliation upon completion of the acquisition.

iv. If the BHBH Program Plan requires funds addressing the renovation of real estate, BHAs are eligible to receive up to fifty percent (50%) of the costs up front upon presentation of documentation that substantiates the expenditure. Upon reconciliation of the expenditure of these up-front funds, the BHA is then eligible to receive the next forty percent (40%) of renovation costs upon the reconciliation of same and a so called "desk review" conducted for all expenditures up to ninety percent (90%), with the balance of the BHBH Program funds with reconciliation upon completion of the remaining expenditures and project completion. Desk reviews under this Agreement shall be inclusive of the documentation required to be retained by the BHA and a random sampling of invoices/charges for expenditures.

v. In order to meet the one (1) year completion requirement, Subcontractor may begin incurring expenses (at its own risk) for reimbursement upon receipt of conditional award by DHCS.

c) For all other BHBH Program Plans, funding will be obtained in increments of twenty-five percent (25%) upon meeting the documentation requirements required by DHCS. BHBH Program projects are subject to review, annually, at AHP's and/or DHCS's sole determination.

d) The Subcontractor's BHBH Program funds as set forth herein shall be used solely for the purposes set forth within this Agreement, the BHBH Program Plan and as detailed in the SOW, contained herein. The Subcontractor shall be solely responsible for any costs to complete the BHBH Program Plan in excess of the funds awarded herein and as set forth in **Attachment D**. The Subcontractor shall return any excess or remaining BHBH Program funds to the State of California upon completion of its BHBH Program Plan.

e) Subcontractor is solely liable and responsible for any increases in costs that exceed those awarded to the Subcontractor under the BHBH Program. In the event costs exceed the award, the Subcontractor shall provide a financial plan, to AHP for review for an increase to its Program costs within thirty (30) days of having to pay for the additional costs. AHP, at the sole discretion of DHCS, will either approve or deny Subcontractor's request. Neither DHCS nor AHP are obligated to approve any request to increase funding and shall not be liable or responsible for any increased costs necessary for the Subcontractor to complete the BHBH Program Plan.

f) In the event AHP or DHCS determines the BHBH Program is behind schedule and/or may not meet funding deliverables, based upon the monitoring reports submitted by Subcontractor, AHP, at the sole discretion of DHCS, may refuse to disburse additional Program Funds and reduce the amount of the Program Funds.

g) Subcontractor, or any lower-tiered subcontractor or independent consultant, is solely responsible and liable for the Subcontractor's or any lower-tiered subcontractor or independent consultants, performance and compliance with the terms and conditions within this Agreement, and the BHBH Program requirements.

h) AHP reserves the right to subcontract with a third party in order to review and validate any requests for funding, site visits, inspections, reviews, or other items, AHP deems necessary and shall notify Subcontractor of the same.

i) Subcontractor shall maintain an internal quality control program adequate to ensure that the requirements of this Agreement are fully satisfied throughout the term of this Agreement. The work of the Subcontractor and any of its subcontractors and consultants shall be performed in accordance with high standards of professional skill.

SECTION 5. SUBCONTRACTOR TRAVEL

a) Travel ☒ is authorized under this Subcontract Agreement.

b) Travel ☐ is not authorized under this Subcontract Agreement.

Please refer to "Travel and Per Diem Reimbursement" provisions set forth in **Attachment B.**

SECTION 6. CONTRACT ADMINISTRATION DATA

6.1 Contractor Representatives:

The following individual is designated as AHP's Contracting Officer, and is authorized to direct or negotiate any changes in the SOW, modify or extend the period of performance, change the delivery schedule, authorize reimbursement to Subcontractor of any costs incurred during the performance of this Agreement, or otherwise change any terms and conditions of this Agreement:

Mr. Charles Galland, Chief Legal Counsel
Advocates for Human Potential, Inc.
490-B Boston Post Road, Sudbury, MA 01776
cgalland@ahpnet.com / (978) 443-0055 x425

The following individual(s) is/are designated for purposes of administering the contractual progress of the Agreement, and for purposes of providing technical direction and guidance:

AHP Direct Staff Contact: Deborah Werner, Project Director

131 N. El Molino, Suite 380, Pasadena, CA 91101
Tel: 818-999-6985 (o) / dwerner@ahpnet.com

6.2 Subcontractor Representatives:

The following individual is designated as Subcontractor's Contracting Officer and is authorized to conduct business, negotiate modifications and changes to any terms and conditions of this Agreement:

DocuSigned by:
Jayme Bottke Executive Director
E28E8F1B8E62493...
Name/Title

jayme.bottke@tchsa.net 530-527-8491 x3166
Email/phone

The following individual is designated as Subcontractor's Project Manager for purposes of administering this Agreement:

Name/Title

Email/phone

6.3 Compensation, Billing Instructions, and Payment

a) This is a Deliverables Based Subcontract Agreement, with a not to exceed ("NTE") amount of **Two MILLION Three HUNDRED Seventy One THOUSAND Five HUNDRED Ninety One DOLLARS ($ 2,371,591).** Subcontractor shall be paid in accordance with **Attachment D**. In addition, all Subcontractor costs are subject to allowability and reasonableness, and any restrictions contained in the Prime Contract.

b) Invoices shall be submitted per **Attachments C and D**, no more frequently than quarterly, submitted on letterhead, and shall provide sufficient detail, including at least the following information on each invoice:
   i. Subcontractor's Name
   ii. Subcontractor's TIN/EIN
   iii. Subcontract Agreement ID: **20456-CA BHBH- bhbh_632_bhbh_tehama_county**
   iv. Invoice No.
   v. Invoice Date
   vi. **AHP's Project & Billing Number(s) applicable to the tasks/deliverables invoiced, as per the SOW, attached.**
   vii. Amount Due on the Invoice.
   viii. Other substantiating documentation or information as may be requested by AHP.

ix. An original signature of an authorized official of Subcontractor, with the following certification: "I hereby certify that all payments requested are for appropriate purposes and in accordance with the terms and conditions set forth in the Agreement between the Parties."
x. Name/title/telephone number of the person to contact in case of questions about the invoice.
xi. Name, title, phone number, and mailing address of official to whom payment is to be sent.

c) The cost of overnight or courier delivery of invoices are not reimbursable under this Subcontract.

d) Invoices shall be sent electronically to: AP2@AHPNET.COM. Upon receipt of an Invoice, proper in form, and accepted and approved by AHP ***(approval of the Invoice shall mean that AHP's Project Director or assigned AHP staff has reviewed, accepted, and signed the Invoice)***, payment shall be remitted within fifteen (15) business days after receipt of undisputed invoice. All payment questions shall be addressed to AHP Accounts Payable at (978) 443-0055.

e) Subcontractor's right to payment shall be contingent upon AHP's review of the Invoices and backup documentation provided for in this Agreement, together with any attachments, and that the review shall demonstrate the achievement of satisfactory performance against the SOW in **Attachment C** and the BHBH Program Plan. Should Subcontractor's lack of satisfactory performance endanger Subcontractor's ability to complete the BHBH Program Plan and SOW, a cure notice shall be issued to Subcontractor. Subcontractor shall respond in five (5) business days with a plan to cure such notice. Should the cure not be feasible, or if the cure fails within the agreed upon time frame, AHP may terminate the Subcontract Agreement immediately upon written notice.

f) Supporting Documentation: Subcontractor shall provide such supporting documentation for invoices as may be requested by AHP, or as may be necessary for compliance with AHP's billing to the Client.

g) In satisfaction of the Subcontractor's obligation to complete the task(s) called for in **Attachment C, "Statement of Work,"** the Subcontractor shall provide the deliverable(s) specified within the period of performance of this Agreement. If, at any time, Subcontractor falls behind meeting the funding deliverables, disbursement of BHBH Program funds may be discontinued, and Subcontractor may not be entitled to any further disbursements of BHBH Program funds, at the sole discretion of DHCS.

h) Upon budget approval for all bridge housing infrastructure start-up costs, and an approved budget for BHBH Program Plan project, or any DHCS approved updates to those documents, AHP and DHCS may fund those costs based upon the two options described below:

i. Reimbursement for costs, submitted to AHP by invoice, incurred by Subcontractor that shall require approval by AHP. Subcontractor shall also submit reports and photos documenting the Program's progress; or

ii. Advance payments in accordance with the approved BHBH Program funds and milestone schedules set forth in Section 4, above. Funds shall be disbursed upon AHP receiving and approving a cost reimbursement form from the Subcontract, together with any other reasonable documentation requested by AHP.

6.4 Final Payment and Closeout

Subcontractor must invoice for all final costs within ninety (90) days following completion of this Agreement and will provide all documentation necessary for a timely closeout of this Agreement including the submission of a "Final Invoice," a "Release of Claims," "Assignment of Refunds," and/or other closeout documents as may be required or reasonably requested by AHP. Payment of the Final Invoice may be withheld, pending completion and acceptance by AHP of all work performed, submission of all required documentation and/or substantiation of all work performed or delivered, and submission of all required administrative forms and technical reports. These rights and obligations shall survive the termination of this Subcontract Agreement.

SECTION 7: CHANGES AND MODIFICATIONS

a) AHP may at any time make unilateral changes, within the general scope of this Agreement, in the definition, time of performance, or quantity of services to be performed; provided however, any determination made by AHP shall not impose a substantial burden on the Subcontractor.

b) If any change causes an increase or decrease in the budgeted cost for performance of any part of the work under this Agreement, Subcontractor shall propose a new budget. Upon AHP and DHCS' approval of the revised budget, AHP shall issue a notice to the Subcontractor containing that revised budget. Subcontractor must assert any claim for adjustment under this clause within thirty (30) days from the date of receipt. If the Subcontractor fails to assert a claim for adjustment within thirty (30) days or if the Subcontractor does not have any claims for adjustment to assert, then the DHCS approved revised budget shall be incorporated into this Subcontract by reference, as so amended and accepted, and the Subcontractor shall comply with the terms of that DHCS approved revised budget, as if set forth in the original budget and a part of the original Attachment to this Subcontract.

c) Failure to obtain approval under Section 7 of any adjustment on a timely request that is submitted within the thirty (30) day period allowed shall be deemed a dispute concerning a question of fact within the meaning of Section 13 of this Subcontract Agreement entitled "Disputes/Applicable Laws," below. Notwithstanding any failure to agree to any such adjustment, Subcontractor shall diligently proceed with the work as changed.

d) AHP and/or DHCS may request additional Subcontractor documentation, signatures, missing items, or omitted information during the response review process. AHP

and/or DHCS will advise the Subcontractor verbally, by fax, email or in writing of any documentation that is required and the submission timeline. Subcontractor's failure to submit the required documentation by the date and time indicated may cause AHP or DHCS to deem a response nonresponsive and eliminate it from further consideration.

e) The foregoing notwithstanding, should either Party desire during the term of this Agreement to change or modify a term, such changes or modifications shall be proposed in writing to the other Party, who will respond in writing within thirty (30) days of receipt as to whether the proposed change/modification is accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made consistent with the provisions of Section 7.

SECTION 8: CANCELLATION / TERMINATION

a) AHP may terminate this Agreement upon thirty (30) days' notice if the Prime Contract is terminated by DHCS, any breach under this Subcontract Agreement remains uncured per the provisions hereunder and/or AHP is directed by DHCS to terminate this Agreement.
b) Upon receipt of a notice of termination or cancellation from AHP, Subcontractor shall take immediate steps to stop performance and to cancel or reduce subsequent contract costs.
c) The Subcontractor shall be entitled to payment from all allowable costs authorized under this Agreement and incurred up to the date of termination or cancellation, including authorized non-cancelable obligations, provided such expenses do not exceed the stated maximum amounts payable. Upon termination of this Agreement for any reason, neither AHP nor DHCS shall be liable for any work that is not performed in accordance with this Agreement.

SECTION 9: SUBCONTRACTOR OBLIGATIONS

9.1 Subcontractor shall comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Subcontractor's performance under this Agreement.

9.2 Subcontractor shall comply with all Program Requirements, including any related DHCS guidance, regulations, and/or subsequent additions or amendments thereto. Should these requirements change through state and/or federal statute or regulations, the Subcontractor shall maintain compliance with those requirements, as directed by AHP.

9.3 AHP may perform inspections, review procedures, documents pertaining to the SOW, the BHBH Program Plan and other elements of this Agreement, perform on-site visits, desk reviews to ensure Subcontractor's compliance with Sections 9.1 and 9.2, above, as well as protect against fraud, waste, and abuse.

9.4 In the event Subcontractor does not comply with Sections 9.1 and 9.2, above, AHP shall give notice in accordance with this Agreement and have all of the rights set forth in Section 8, above, and within the entirety of this Agreement.

9.5 Upon AHP's request or upon a determination of DHCS', Subcontractor shall allow DHCS and AHP to review Subcontractor's records to ensure funds were properly charged.

SECTION 10: DATA COLLECTION AND PERFORMANCE

10.1 Subcontractor is subject to any data collection and reporting requirements set forth by the Prime Contract when conveyed to the Subcontractor by AHP. Subcontractor shall provide supporting documentation as may be requested by AHP, or as may be necessary for compliance with AHP's obligations to DHCS. Additionally, Subcontractor shall comply with all reporting and monitoring requirements set forth in the BHBH Program Plan and the Program Requirements. The foregoing data collection and reporting requirements as well as the reporting and monitoring requirements herein are in addition to, and not in substitution of, any and all requirements set forth in this Agreement and this Section 10.1 is not intended to limit or reduce such requirements previously set forth in this Agreement.

10.2 Monitoring and Site Inspection

a) The Subcontractor shall be subject to monitoring by AHP and/or DHCS for compliance with the provisions of this Agreement. Such monitoring activities shall include, but are not limited to, inspection of the Subcontractor's procedures, books, and records, as AHP and/or DHCS deem appropriate. AHP and/or DHCS may conduct monitoring activities at any time during the Subcontractor's normal business hours.

b) AHP and/or DHCS may conduct reviews of the Subcontractor's records to determine if any of the claimed expenditures were an improper use of funds.

c) The refusal of Subcontractor to permit access to physical facilities and/or inspection of any documents, files, books, or records necessary for AHP to complete its monitoring and inspection activities in accordance with this Section 10 constitutes an express and immediate material breach of this Agreement and will be a sufficient basis to terminate this Subcontract Agreement for cause pursuant to Section 8.

SECTION 11: ORGANIZATIONAL CONFLICT OF INTEREST

Subcontractor warrants to the best of its knowledge and belief at this time, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest ("OCI"), as defined in Federal Acquisition Regulations ("FAR") Subpart 9.5, or that Subcontractor has disclosed all such relevant information, and will disclose any actual or potential OCI that is discovered, including a description of activities that Subcontractor has taken or proposes to take, after consultation with the AHP Contracting Officer, to avoid the conflict. During the term of this Agreement, Subcontractor shall not enter into other contracts or arrangements or otherwise engage in work that will conflict with the Parties' relationship of trust and cooperation or that may otherwise conflict with the Subcontractor's obligations.

SECTION 12: INDEMINIFACTION

a) Subcontractor shall indemnify and hold harmless AHP and DHCS and their officers, employees and agents for any costs and expenses incurred, including reasonable attorneys' fees, judgments, settlements, or penalties, against all liabilities, claims, suits, demands or liens for damages to persons or property ("Claims," unless such Claims arise from the gross negligence or willful misconduct of AHP or DHCS), arising out of, resulting from, or relating to, the following:

   i. Any act, omission, or statement of the Subcontractor, or any person employed by or engaged under contract with the Subcontractor that results in injury (including death), loss, or damage to any person or property;

   ii. Any failure on the part of the Subcontractor to comply with applicable government requirements and requirements of law;

   iii. The failure to maintain the insurance policies required by this Subcontract Agreement, or the work performed, inclusive of Intellectual Property infringement, if applicable, under this Subcontract Agreement. Insurance coverage that may be required shall in no way lessen or limit the liability of Subcontractor under the terms of this obligation;

   iv. Any failure on the part of the Subcontractor to satisfy all claims for labor, equipment, materials, and other obligations relating to the performance of the work hereunder;

   v. Any injury to property or person occurring on or about the infrastructure or the property of Subcontractor;

   vi. Any actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this Agreement, provided the Subcontractor is reasonably notified of such claims and proceedings; and

   vii. Any actual or alleged unauthorized use or disclosure of any trade secret, confidential information or other proprietary interest, work product, or other information owned by the Government, DHCS or AHP under the terms of this Agreement.

b) Subcontractor shall indemnify under this Section 12 for any of the above acts attributable to its employees, consultants, agents, and/or lower-tiered subcontractors/independent consultants engaged in performance of the work under this Agreement.

c) This indemnification shall survive the expiration or termination of the Agreement.

SECTION 13: DISPUTES/APPLICABLE LAWS

13.1 Disputes

Any dispute arising out of, or relating to, this Agreement that is not resolved by the good faith efforts of the Parties, shall be settled by submission to a panel consisting of one arbitrator under the Commercial Rules of the American Arbitration Association ("AAA").

The Parties shall bear equally the costs assessed by the AAA, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Venue for the arbitration shall be in [ ] County, California. The decision of the arbitrator shall be final, conclusive, and unappealable, except in the event of fraud or the arbitrator's failure to disclose a material conflict of interest. The prevailing Party, in addition to any damages awarded by the arbitrator, shall be entitled to costs and reasonable attorneys' fees, the amount of which shall be determined by the arbitrator, in the event the Parties are unable to agree.

☐ Check-the-Box if Subcontractor is electing to institute a legal action or other court proceeding with respect to any dispute arising out of, or relating to, this Agreement that is not resolved by the good faith efforts of the Parties (herein, the "Dispute"). Upon such election, the Dispute shall be adjudicated in any court of competent jurisdiction over the matter in [ ] County, California. The prevailing party in a final, non-appealable judgement regarding the Dispute is entitled to receive, and the non-prevailing party shall pay, in addition to all other remedies to which the prevailing party may be entitled, the costs and reasonable attorneys' fees, the amount of which shall be determined by the court, in the event the Parties are unable to agree.

13.2 Applicable Laws

Subcontractor agrees to comply with the applicable provisions of federal, state, and local laws or ordinances, and all orders, rules, and regulations issued thereunder, and in such a manner that the name of the other party will not be discredited. Where a FAR provision or clause, or any other federal statute, regulation, or clause is incorporated in or applicable to this Agreement or work being performed under it, federal law shall govern the interpretation and application thereof. If federal law is not applicable, the appropriate law of the State of California shall apply, exclusive of that body of laws known as conflicts of law. This Section 13 shall survive the expiration or termination of the Subcontract Agreement.

a) If the Subcontractor fails to comply with federal statutes, regulations, or terms and conditions of this Agreement, AHP may impose additional conditions on the Subcontractor, including:

   i. Withholding authority to proceed to the next phase until receipt of evidence acceptable of performance within a given performance period
   ii. Requiring additional or more detailed financial reports;
   iii. Requiring technical or management assistance; and/or
   iv. Establishing additional prior approvals.

b) In the event AHP and/or DHCS determines that the Subcontractor's noncompliance cannot be remedied by imposing additional conditions, AHP may take one or more of the following actions:

   i. Temporarily withhold cash payments pending correction of the deficiency by the Subcontractor.

   ii. Disallow all or part of the cost of the activity or action not in compliance.

iii. Wholly or partly suspend the Subcontract Agreement activities or terminate the Subcontract Agreement.

iv. Withhold further agreements.

v. Take any and all other remedies that may be legally available.

SECTION 14: CERTIFICATIONS

By signature to this Subcontract Agreement, Subcontractor makes the following Representations and Certifications:

a) Debarment and Suspension: Neither Subcontractor nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible nor voluntarily excluded by any Federal department or agency from participating in transactions. Any change in the debarred or suspended status of the Subcontractor during the life of this Subcontract Agreement will be reported immediately to AHP. Subcontractor shall incorporate this Debarment and Suspension certification into any subcontract that it may enter into as a part of this Subcontract.

b) Prohibition To Perform Duties: Subcontractor is not prohibited, precluded, or restricted from performing the duties required under the SOW and the BHBH Program Plan, due to previous employment obligations, restrictions, commitments, or agreements that Subcontractor has with any other federal, state, and local government agency.

c) Federal Civil Rights Act/Equal Opportunity: Subcontractor will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, and will not discriminate against any employee or applicant for employment because of age, race, religion, creed, color, sex, or national origin.

d) Labor Laws: Subcontractor certifies that it complies with all applicable labor laws, including, but not limited to, the Walsh-Healy Act and the Contract Work Hours and Safety Standards Act (41 U.S.C. 51-58) regarding overtime compensation.

e) Americans with Disabilities Act: Subcontractor agrees to ensure that deliverables developed and produced, pursuant to this Agreement shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act and Americans with Disabilities Act of 1973 as amended (29 U.S.C 794(d)) and regulations implementing that Act as set forth in in Part 1194 of Title 36 of the Federal Code of Regulations. In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 11135 codifies section 508 of the ACT requiring accessibility of electronic and information technology.

f) Employee Compliance: Subcontractor will require all employees, entities and individuals providing services in connection with the performance of this Subcontract to comply with the provisions of this Agreement and with all Federal, State, and local laws and regulations in connection with this work.

g) Code of Ethics: Subcontractor has a Code of Ethics addressing at least the following areas: accurate accounting records and reporting; gifts and entertainment to Government customers; hiring of former government employees; protection of Government proprietary and source selection

information; extending and receiving business courtesies; and personal and organization conflicts of interest.

h) Age Discrimination Act of 1975 (45 CFR Part 90).
i) Section 1557 of the Affordable Care Act.
j) Trafficking Victims Protection Act of 2000 (22 USC 7104(G), as amended, and 2
k) CFR Part 175.
l) Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control ACT (33 USC 1251-1387), as amended.
m) Byrd Anti-Lobbying Amendment (31 USC 1352): The Subcontractor shall certify to DHCS that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an office or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. The Subcontractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal Award.
n) Confidentiality of Substance Use Disorder Patient Records: (42 CFR Part 2, Subparts A-E). The Subcontractor shall comply with the regulation set forth in 42 CFR Part 2, Subparts A-E, including the responsibility for assuring the security and confidentiality of all electronically transmitted patient material.

SECTION 15: RECORDS AND RECORD KEEPING

a) The Subcontractor shall retain all financial records, supporting documents, statistical records, and all other pertinent records in accordance with 45 CFR Section 75.361.
b) AHP, SAMHSA, the Inspector General, the Controller General, and DHCS, as applicable, or any of its authorized representatives, have the right to access any pertinent documents, papers, or other records of the Subcontractor, for the purpose of performing audits, examinations, excerpts, and transcripts. The right to access records also includes timely and reasonable access to the Subcontractor's personnel for the purpose of interview and discussion related to the requested documents.
c) The right to access records is not limited to the required retention period but lasts as long as the records are retained by the Subcontractor.

SECTION 16: EXPENSE ALLOWABILITY/FISCAL DOCUMENTATION

a) Invoices, received from a Subcontractor and accepted and/or submitted for payment by AHP, shall not be deemed evidence of allowable agreement costs under this Subcontractor Agreement.
b) The Subcontractor shall maintain for review and audit and supply to AHP upon request, adequate documentation of all expenses claimed pursuant to this Agreement to permit a determination of expense allowability.
c) If the allowability or appropriateness of an expense cannot be determined by AHP because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed, and payment may be withheld by AHP. Upon receipt of adequate documentation supporting a

disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

d) Costs and/or expenses deemed unallowable are subject to recovery by AHP. See Section 17, "Recovery of Overpayments," below, for more information.

SECTION 17: RECOVERY OF OVERPAYMENTS

a) Subcontractor agrees that claims based upon a contractual agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by AHP by one of the following options:

   i. Subcontractor's remittance to AHP of the full amount of the audit exception within thirty (30) days following AHP request for payment; or
   ii. A repayment schedule which is agreeable to both AHP and the Subcontractor.

b) AHP reserves the right to select which option will be employed and the Subcontractor will be notified by AHP in writing of the claim procedure to be utilized.

c) Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the California State Treasurer's Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Subcontractor, beginning thirty (30) days after the Subcontractor's receipt of AHP's demand for repayment.

d) If the Subcontractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Subcontractor loses the final administrative appeal, the Subcontractor shall repay, to AHP, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Subcontractor's first receipt of AHP's notice requesting reimbursement of questioned audit costs or disallowed expenses.

SECTION 18: BEST EFFORTS

During the term of this Agreement, Subcontractor shall use Best Efforts in order to satisfy all the requirements of the Work to be performed under this Agreement, **Attachment C**, and the BHBH Program Plan.

THIS AGREEMENT CONSISTS OF EIGHTEEN (18) TYPEWRITTEN PAGES, TOGETHER WITH THE ATTACHMENTS IDENTIFIED BELOW ON PAGE 19 ("LIST OF ATTACHMENTS") AND COMMENCING ON PAGE 20 WITH ATTACHMENT A, STANDARD SUBCONTRACT TERMS AND CONDITIONS, AND ALL OF WHICH ARE HEREBY INCORPORATED INTO THIS SUBCONTRACT AGREEMENT.

LIST OF ATTACHMENTS

TITLE	No. of Pages
Attachment A – Standard Subcontract Terms and Conditions	1
Attachment B – Special Terms and Conditions	25
Attachment C – Statement of Work	1
Attachment D – Rate Schedule	1
Attachment E – Intentionally Left Blank	1
Attachment F – Special Real Estate Requirements	7
Attachment G – Subcontractor Certification	7
Exhibit G – EO Sanction Notification	1

ATTACHMENT A-STANDARD SUBCONTRACT TERMS AND CONDITIONS

Headings: Headings are for convenience of reference only and shall in no way affect interpretation of this Agreement.
Independent Contractor: Subcontractor is engaged as an independent contractor, and this Agreement shall not be construed as creating any other relationship. Subcontractor shall comply with all laws and assume all risks incident to its status as independent contractor, and necessary to comply with specific requirements of this Agreement, including, but not limited to, payment of all applicable federal/state income taxes, associated payroll/business taxes, and licenses and fees, as applicable.
No Agency: Subcontractor, its employees, agents or assigns, shall not represent, act or purport to act, or be deemed to be an agent, representative, or employee of AHP, or commit or obligate AHP to any other person or party.
No Assignment: This Agreement, or any duties/obligations imposed shall not be assigned, delegated, or otherwise transferred.
Changes to be Made in Writing: Unless otherwise specified that AHP may make a unilateral modification, no understanding, agreement, modification, change order, or other matter affecting this Subcontract shall be binding, unless in writing, signed by both Parties' Contracting Officer. No handwritten changes shall be effective unless initialed by each Contracting Officer.
Limitation of Liability upon Termination: AHP's maximum aggregate liability to Subcontractor is limited to the total dollar amount of work properly performed by Subcontractor up to the effective date of termination, together with any *authorized* travel, or *authorized* expenses incurred under the Subcontract that cannot be canceled. AHP is not liable for any special, indirect, incidental, consequential, or punitive damages, nor for any loss of goodwill, profits, data, or loss of use arising out of, resulting from, or in any way connected with the performance or breach of this Subcontract, even if advised of the possibility of such damages.
Force Majeure: Neither Party shall be liable to the other for loss or damages due to failure or delay in rendering performance caused by circumstances beyond its reasonable control, if such failure could not have been overcome by the exercise of due diligence, due care, or foresight. Causes may include, but are not limited to, acts of God or a public enemy; wars; acts of terrorism; riots; fires; floods; epidemics; quarantine restrictions; labor disputes; strikes; defaults of subcontractors/vendors; failure/delays in transportation; unforeseen freight embargoes; unusually severe weather; or any law/order/regulation/request of a state or local governmental entity, the US Government, or of any agency, court, commission, or other instrumentality of any such governments. Times of performance under this Agreement may be appropriately extended for excused delays if the Party whose performance is affected promptly notifies the other of the existence and nature of such delay.
Scientific Misconduct: Subcontractor shall immediately report to AHP any instance of scientific misconduct or fraud related to performance of work under this Agreement.
Notices: Notices shall be in writing, sent by USPS Certified Mail-RRR, or any overnight delivery/courier service, and notice shall be deemed given when personally delivered, (or three (3) days after being sent by prepaid certified U.S. mail).
Litigation: Subcontractor shall provide written notice to AHP of any litigation that relates to this Subcontract, or that has the potential to impair its ability to fulfill this Contract, including but not limited to. Financial, legal, or other situations.
Publicity: Without prior written approval of the other, neither Party shall use the other's name or make reference to the other Party or any of its employees in publications, news releases, advertising, speeches, technical papers, photographs, sales promotions, or publicity purposes of any form related to this work or data developed hereunder, unless disclosure of such materials is required by legal, accounting, or regulatory requirements beyond the disclosing Party's reasonable control. Use of either Party's name may be made in internal documents, annual reports, proposals, etc. which may identify the existence of the project by title, principal investigator or project director, sponsor, period of funding, amount of award and brief abstract of the project. This section shall survive expiration/termination of this Subcontract Agreement.
Restrictions on Hiring: During the period of this Agreement, and for a period of two (2) years after its termination, neither Party shall directly or indirectly, induce or solicit (or authorize or assist in the taking of any such actions by any third party) any employee or consultant of the other Party to leave his/her business association with that Party. Parties are not restricted in the right to solicit or recruit generally in the media.
Survival: Except as otherwise stated, sections that by their terms impose continuing obligations or establish continuing rights shall be deemed to survive the expiration/termination of this Subcontract.
Validity and Waiver: The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of other provisions. Waiver of a breach of any provision shall not constitute a waiver of any subsequent breach of that provision, or a breach of any other provision. AHP's failure to enforce any provision of this Agreement shall not be construed as a waiver. Only AHP's Contracting Officer has the authority to waive any term or condition of this Subcontract on behalf of AHP.
Interpretation: This Contract shall be interpreted and construed in accordance with its fair meaning, and not strictly for or against either Party, regardless of who may have drafted it or any specific provision.
Counterparts/Other Instruments: The Parties may execute this Contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. The Parties shall properly make, execute, and deliver such other and further instruments as may be reasonable, necessary, desirable, or convenient to give full force and effect to this Agreement.
Binding Effect: This Agreement shall be binding upon the Parties, their successors, and assigns.

Attachment B

Special Terms and Conditions

(Under DHCS Agreement No. 22-20456-BHBH)

Waiver of Terms and Conditions. It is understood that DHCS may, in its sole discretion, through AHP and the Subcontractor's BHBH Program Plan, waive, in whole or in part, in writing any of the terms and provisions of this Attachment B. Any such waiver shall be in writing and without prejudice to DHCS's rights in respect of any other terms or provisions therein. Except as specifically set forth in writing, no further waivers of any terms or provisions contained in this Attachment B shall be construed as a waiver of any subsequent terms or provisions herein.

1. Travel and Per Diem Reimbursement

2. Site Inspection

3. Intellectual Property Rights

4. Left intentionally blank

5. Confidentiality of Information

6. Documents, Publications and Written Reports

7. Subcontract Requirements

8. Left intentionally blank

9. Performance Evaluation

10. Progress Reports or Meetings

11. Progress Payment Withholds

12. Left intentionally blank

13. Legal Services Contract Requirements

14. Four-Digit Date Compliance

15. Prohibited Use of State Funds for Software

16. Insurance Requirements

17. Procurement Rules

18. Equipment/Property Ownership / Inventory / Disposition

19. Left intentionally blank

20. Suspension or Stop Work Notification

21. Public Communications

22. Audit and Record Retention

1. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are reimbursed with contract funds.)

Reimbursement for travel and per diem expenses from the Department of Health Care Services (DHCS) under this Agreement shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (CalHR), for non-represented state employees as stipulated in DHCS' Travel Reimbursement Information Exhibit. If the CalHR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. Exceptions to CalHR rates may be approved by DHCS upon the submission of a statement by the Subcontractor indicating that such rates are not available to the Subcontractor. No travel outside the State of California shall be reimbursed without prior authorization from DHCS. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

2. Site Inspection

The State, DHCS or AHP, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Subcontractor or its location being funded by DHCS, Subcontractor, shall provide and shall require any of their Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

3. Intellectual Property Rights

a) Ownership

i. Except where DHCS has agreed in a signed writing to accept a license, DHCS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Subcontractor or DHCS and which result directly or indirectly from this Agreement.

ii. For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

iii. For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.

iv. In the performance of this Agreement, Subcontractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Subcontractor may access and utilize certain of DHCS' Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Subcontractor shall not use any of AHP's or DHCS' Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of DHCS. Except as otherwise set forth herein, neither the Subcontractor nor DHCS shall give any ownership interest in or rights to its Intellectual Property to the other Party. If during the term of this Agreement, Subcontractor accesses any third-party Intellectual Property that is licensed to DHCS, Subcontractor agrees to abide by all license and confidentiality restrictions applicable to DHCS in the third- party's license agreement.

v. Subcontractor agrees to cooperate with AHP and/or DHCS in establishing or maintaining DHCS' exclusive rights in the Intellectual Property, and in assuring DHCS' sole rights against third parties with respect to the Intellectual Property. If the Subcontractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Subcontractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to DHCS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Subcontractor or DHCS and which result directly or indirectly from this Agreement, or any subcontract entered into by Subcontractor.

vi. Subcontractor further agrees to assist and cooperate with AHP and/or DHCS in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce DHCS' Intellectual Property rights and interests.

b) <u>Retained Rights / License Rights</u>

i. Except for Intellectual Property made, conceived, derived from, or reduced to practice by Subcontractor or DHCS and which result directly or indirectly from this Agreement, Subcontractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Subcontractor hereby grants to DHCS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Subcontractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Subcontractor assigns all rights, title and interest in the Intellectual Property as set forth herein.

ii. Nothing in this provision shall restrict, limit, or otherwise prevent Subcontractor from using any ideas, concepts, know-how, methodology or

techniques related to its performance under this Agreement, provided that Subcontractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of DHCS or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

c) Copyright

i. Subcontractor agrees that for purposes of copyright law, all works [as defined in Section a, subparagraph (2)(a)] of authorship made by or on behalf of Subcontractor in connection with Subcontractor's performance of this Agreement shall be deemed "works made for hire". Subcontractor further agrees that the work of each person utilized by Subcontractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Subcontractor or that person has entered into an agreement with Subcontractor to perform the work. Subcontractor shall enter into a written agreement with any such person that: (i) all work performed for Subcontractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to DHCS to any work product made, conceived, derived from, or reduced to practice by Subcontractor or DHCS and which result directly or indirectly from this Agreement.

ii. All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Subcontractor or DHCS and which result directly or indirectly from this Agreement, shall include DHCS' notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2023, etc.], California Department of Health Care Services. This material may not be reproduced or disseminated without prior written permission from the California Department of Health Care Services." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d) Patent Rights

i. With respect to inventions made by Subcontractor in the performance of this Agreement, which did not result from research and development specifically, included in the Agreement's scope of work, Subcontractor hereby grants to DHCS a license as described under Paragraph b of this provision for devices or material incorporating, or made through the use of such inventions.

ii. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Subcontractor agrees to assign to DHCS, without additional compensation, all its right, title, and interest in and to such inventions and to assist DHCS in securing United States and foreign patents with respect thereto.

e) Third-Party Intellectual Property

Except as provided herein, Subcontractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Subcontractor or third party without first: (i) obtaining AHP and DHCS' prior written approval; and (ii) granting to or obtaining for AHP and DHCS, without additional compensation, a license, as described in Paragraph b of this provision, for any of Subcontractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and AHP and DHCS determines that the Intellectual Property should be included in or is required for Subcontractor's performance of this Agreement, Subcontractor shall obtain a license under terms acceptable to AHP and DHCS.

f) Warranties

Subcontractor represents and warrants that:

i. It is free to enter into and fully perform this Agreement.
ii. It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
iii. Neither Subcontractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Subcontractor or DHCS and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Subcontractor.
iv. Neither Subcontractor's performance nor any part of its performance will violate the right of privacy of or constitute a libel or slander against any person or entity.
v. It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers, or releases from all authors of music or performances used, and talent (radio, television, and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
vi. It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to DHCS in this Agreement.
vii. It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

viii. It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Subcontractor's performance of this Agreement.

ix. DHCS makes no warranty that the intellectual property resulting from this agreement does not infringe upon any patent, trademark, copyright, or the like, now existing or subsequently issued.

g) Intellectual Property Indemnity

i. Subcontractor shall indemnify, defend and hold harmless AHP and DHCS and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Subcontractor is a party to any pending or threatened litigation, which arise out of or are related to (1) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Subcontractor pertaining to Intellectual Property; or (2) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of DHCS' use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Subcontractor or DHCS and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. DHCS reserves the right to participate in and/or control, at Subcontractor's expense, any such infringement action brought against DHCS.

ii. Should any Intellectual Property licensed by the Subcontractor to DHCS under this Agreement become the subject of an Intellectual Property infringement claim, Subcontractor will exercise its authority reasonably and in good faith to preserve DHCS' right to use the licensed Intellectual Property in accordance with this Agreement at no expense to DHCS. DHCS shall have the right to monitor and appear through its own counsel (at Subcontractor's expense) in any such claim or action. In the defense or settlement of the claim, Subcontractor may obtain the right for DHCS to continue using the licensed Intellectual Property; or replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, DHCS shall be entitled to a refund of all monies paid under this Agreement, without

restriction or limitation of any other rights and remedies available at law or in equity.

iii. Subcontractor agrees that damages alone would be inadequate to compensate AHP or DHCS for breach of any term of this Section 4 by Subcontractor. Subcontractor acknowledges AHP and/or DHCS would suffer irreparable harm in the event of such breach and agrees AHP and/or DHCS shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

h) Federal Funding

In any agreement funded in whole or in part by the federal government, DHCS may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

i) Survival

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

4. Left intentionally blank

5. Confidentiality of Information

(a) The Subcontractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Subcontractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
(b) The Subcontractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Subcontractor's obligations under this Agreement.
(c) The Subcontractor and its employees, agents, or subcontractors shall promptly transmit to the AHP all requests for disclosure of such identifying information not emanating from the client or person.
(d) The Subcontractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than AHP and/or DHCS without prior written authorization from the AHP, except if disclosure is required by State or Federal law.

(e) 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.

(f) As deemed applicable by DHCS, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

6. Documents, Publications and Written Reports

(Applicable to agreements over $5,000 under which publications, written reports, and documents are developed or produced. Government Code Section 7550.)

Any document, publication, or written report (excluding progress reports, financial reports and normal contract communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds $5,000.

7. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

a) Prior written authorization will be required before the Subcontractor enters into or is reimbursed for any subcontract's entered into by Subcontractor for services costing $5,000 or more. Except as indicated in subparagraph d, herein, when securing subcontracts for services exceeding $5,000, the Subcontractor shall obtain at least three bids or justify a sole source award.

b) The Subcontractor must provide in its request for authorization all information necessary for evaluating the necessity or desirability of incurring such cost.

c) DHCS may identify the information needed to fulfill this requirement.

d) Subcontracts performed by the entities or for the service types listed below are exempt from the bidding and sole source justification requirements:

i. A local governmental entity or the federal government,
ii. A State college or State university from any State,
iii. A Joint Powers Authority,
iv. An auxiliary organization of a California State University or a California Community college,
v. A foundation organized to support the Board of Governors of the California Community Colleges,
vi. An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
vii. Firms or individuals proposed for use and approved by DHCS'

funding Program via acceptance of a proposal for funding or pre/post contract award negotiations,

viii. Entities and/or service types identified as exempt from advertising and competitive bidding in State Contracting Manual Chapter 5 Section 5.80 Subsection B.2, and

ix. Entities whose name and budgeted costs have been submitted to DHCS in response to a competitive Invitation for Bid or Request for Proposal.

x. Agreements with governmental or public entities and their auxiliaries, or a Joint Powers Authority

e) If the total amount of all subcontracts exceeds twenty-five percent (25%) of the total agreement amount or $50,000, whichever is less and each subcontract is not with an entity or of a service type described in subparagraph (d)(i) through (x), above DHCS shall:

i. Obtain approval from the Department of General Services to use said subcontracts, or

ii. If applicable, obtain a certification from the prime Subcontractor indicating that each of the lower-tiered subcontractor's was selected pursuant to a competitive bidding process requiring at least three bids from responsible bidders, or

iii. Obtain attestation from the Secretary of the California Health and Human Services Agency attesting that the selection of the particular subcontractor(s) without competitive bidding was necessary to promote DHCS' program needs and was not done for the purpose of circumventing competitive bidding requirements.

f) When the conditions of subparagraph (a) apply, each of Subcontractor's subcontracts that is not with a type of entity or of a service type described in subparagraph (d) of Provision 7 herein, shall not commence work before DHCS has obtained applicable prior approval to use said subcontractor. DHCS shall inform the Subcontractor when DHCS has obtained appropriate approval to use said subcontractors.

g) AHP and DHCS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Subcontractor to terminate subcontracts entered into in support of this Agreement.

h) Upon receipt of a written notice from AHP or DHCS requiring the substitution and/or termination of a subcontract, the Subcontractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by AHP and DHCS.

i) INTENTIONALLY OMITTED.

j) INTENTIONALLY OMITTED.

k) Actual subcontracts (i.e., written agreement between the Subcontractor and another subcontractor) of $5,000 or more are subject to the prior review and

written approval of AHP and DHCS. DHCS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by DHCS.

l) Subcontractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by DHCS, make copies available for approval, inspection, or audit.

m) DHCS assumes no responsibility for the payment of Subcontractor's subcontractors used in the performance of the Agreement. Subcontractor accepts sole responsibility for the payment of any of its subcontractors used in the performance of this Agreement.

n) The Subcontractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.

o) When entering into a consulting service agreement with DHCS, the Subcontractor may be required to supply budget detail for each of its subcontractors and/or each major subcontracted activity under this Agreement.

p) Budget detail format and submission requirements will be determined by DHCS.

q) Methods of including budget detail in this Agreement, if applicable, will be determined by DHCS.

r) Any lower-tiered subcontractors budget detail displayed in this Agreement, or incorporated by reference, is included for information purposes only. Changes to a subcontractor's identity or budget detail shall not require the processing of a formal amendment to this Agreement.

s) The Subcontractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.

t) The Subcontractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

Subcontractor agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from DHCS to the Subcontractor, to permit DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers, and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

u) Unless otherwise stipulated in writing by DHCS, the Subcontractor shall be its subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.

v) Subcontractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this **Attachment B**: 1, 2, 3, 5, 6, 7, 8, 11, 17, 18, 20, and/or other numbered provisions herein

that are deemed applicable.

8. **Left intentionally blank**

9. **Performance Evaluation**

(Applicable only to consultant service agreements.)

a) The Subcontractor's performance under this Agreement shall be evaluated at the conclusion of the term of this Agreement. The evaluation shall include, but not be limited to:
b) Whether the contracted work or services were completed as specified in the Agreement and reasons for and amount of any cost overruns.
c) Whether the contracted work or services met the quality standards specified in the Agreement.
d) Whether the Subcontractor fulfilled all requirements of the Agreement.
e) Factors outside the control of the Subcontractor, which caused difficulties in subcontractor performance. Factors outside the control of the Subcontractor shall not include a Subcontractor's poor performance.
f) The evaluation of the Subcontractor shall not be a public record.

10. **Progress Reports or Meetings**

(Applicable only to consultant service agreements.)

a) Subcontractor shall submit progress reports or attend meetings with state personnel at intervals determined by AHP to determine if the Subcontractor is on the right track, whether the project is on schedule, provide communication of interim findings, and afford occasions for airing difficulties or special problems encountered so that remedies can be developed quickly.
b) At the conclusion of this Agreement and if applicable, Subcontractor shall hold a final meeting at which Subcontractor shall present any findings, conclusions, and recommendations. If required by this Agreement, Subcontractor shall submit a comprehensive final report.

11. **Progress Payment Withholds**

a) Progress payments may not be made more frequently than monthly in arrears for work performed and costs incurred in the performance of the Agreement. In the aggregate, progress payments may not exceed Ninety percent (90%) of the total agreement amount, regardless of agreement length.
b) Ten percent (10%) may be withheld by AHP and/or DHCS from each invoice submitted for reimbursement, under the following conditions:
c) For services and costs associated with subcontractor and/or subcontractor performance that is considered to be of an ongoing nature or performed continuously throughout the term of the Agreement.
d) For individual services associated with a specific agreement deliverable that has not yet been received or completed in its entirety.
e) For individual and/or distinct tasks, work plans, or project activities that have not yet been completed in their entirety.

f) Release of Amounts Withheld:
   i. As individual and/or distinct tasks, services, work plans, or project activities are completed in their entirety by either the Subcontractor or lower-tiered subcontractor performance and any scheduled/required deliverables or reports are delivered to AHP and/or DHCS; then any funds so withheld may be released to the Subcontractor upon acceptance and/or acknowledgement that all such items have been completed to the full satisfaction of AHP and/or DHCS.
   ii. Payment Requests Excluded from the 10 Percent (10%) Withhold: Ten percent (10%) payment withholds shall not be applied to reimbursements or periodic payment requests for direct costs associated with equipment purchases, media buys, operating expense items, and other procurements not directly associated with the Subcontractor's personal performance.

12. Intentionally left blank.

13. Legal Services Contract Requirements

(Applicable only to agreements involving the performance of legal services.)
The Subcontractor shall:

a) Adhere to legal cost and billing guidelines designated by AHP and/or DHCS.
b) Adhere to litigation plans designated by AHP and/or DHCS.
c) Adhere to case phasing of activities designated by AHP and/or DHCS.
d) Submit and adhere to legal budgets as designated by AHP and/or DHCS.
e) Maintain legal malpractice insurance in an amount not less than the amount designated by AHP and/or DHCS. Said amount shall be indicated in a separate letter to the Subcontractor.
f) Submit to legal bill audits and law firm audits if requested by AHP and/or DHCS. Such audits may be conducted by AHP, DHCS, State employees or their respective designees or by any legal cost control providers retained by AHP and/or DHCS for such purpose.

14. Four-Digit Date Compliance

(Applicable to agreements in which Information Technology (IT) services are provided to DHCS or if IT equipment is procured.)

a) Subcontractor warrants that it will provide only Four-Digit Date Compliant (as defined below) deliverables and/or services to AHP, DHCS, and/or the State, as applicable. "Four Digit Date compliant" deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries.

b) This warranty and representation is subject to the warranty terms and conditions of this Subcontract and does not limit the generality of warranty obligations set forth elsewhere herein.

15. Prohibited Use of State Funds for Software

(Applicable to agreements in which computer software is used in performance of the work.)

Subcontractor certifies that it has appropriate systems and controls in place to ensure that BHBH Program Plan funds will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

16. Insurance Requirements

a) Automobile Liability Insurance

(Applicable if automobiles are purchased/reimbursed with BHBH Program Plan funds, furnished by DHC through AHP pursuant to, or if autos are used in performance under the terms of, this Agreement.)

i. The Subcontractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of $1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with BHBH Program Plan funds under the terms of this Agreement, to the Subcontractor and/or its subcontractor.
ii. The Subcontractor and/or its subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the AHP.
iii. The Subcontractor and/or its subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to AHP, DHCS, or the State, as applicable.
iv. The Subcontractor and/or its subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.
v. The Subcontractor and/or its subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:
vi. The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to AHP and DHCS.
vii. AHP and DHCS, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for pursuant to the BHBH Program Plan under this Agreement and any extension or continuation of this Agreement.
viii. The insurance carrier shall notify AHP, in writing, of the Subcontractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to the Agreement number for which the insurance was obtained.

ix. The Subcontractor and/or its subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Subcontractor shall be notified by AHP and/or DHCS, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Subcontractor agrees that no work or services shall be performed prior to obtaining said approval.

x. In the event the Subcontractor and/or its subcontractors fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, AHP or DHCS may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

b) Commercial General Liability

(Applicable to agreements involving the performance of hazardous activities (i.e., transportation of persons or DHCS and/or State property, handling of toxic or hazardous substances, elevator maintenance, facility repair, and other agreements when stipulated by AHP and/or DHCS, etc.))

i. The Subcontractor must furnish to AHP either a certificate of insurance stating that commercial general liability insurance of not less than $1,000,000 per occurrence for bodily injury and property damage liability combined is presently in effect for the Subcontractor or proof of adequate self-insurance if the Subcontractor is a self-insured government and/or public entity.

ii. The commercial general liability insurance policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured agreement.

iii. The commercial general liability insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Subcontractor's limit of liability.

iv. The certificate of insurance shall identify the AHP's contract or agreement number for which the insurance applies. Paragraphs 16d, 16e, 16f, and 16g also apply to Commercial General Liability insurance.

c) Pollution Liability

(Applicable only when services involve the handling of toxic or hazardous substances.)

i. Subcontractor shall maintain Pollution Liability insurance covering the Subcontractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred, all arising out of the work or services performed under this Agreement. Coverage shall be provided for both work performed on-site, as well as during the transport of hazardous materials. Limits of not less than $1,000,000 shall be provided. Paragraphs 16d, 16e, 16f, and 16g also apply to Pollution Liability insurance.

ii. The Subcontractor is hereby advised that copies of certificates of insurance and/or documentation of self-insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Subcontractor shall be notified by AHP and/or DHCS, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Subcontractor agrees that no work or services shall be performed prior to obtaining said approval. Each certificate of insurance shall identify the AHP contract or agreement number for which the insurance applies.

iii. The certificate of insurance must identify the agreement number for which the certificate of insurance applies and include the following provisions:

(a) The insurer will not cancel the insured's coverage without giving 30 days prior written notice to AHP and/or DHCS, and

(b) The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State of California under this Agreement.

iv. The Subcontractor agrees that the insurance required herein will remain in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, the Subcontractor agrees to provide, at least 30 calendar days before said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement or for a period of not less than one year. New certificates of insurance may also be subject to the approval of DGS. The Subcontractor shall be notified by AHP and/or DHCS, in writing, if DGS approval of the certificate of insurance is required. If DGS approval of the certificate of insurance is required, the Subcontractor agrees that no work or services shall be performed prior to obtaining such approval. AHP and/or DHCS may, in addition to any other remedies it may have, terminate this Agreement for failure to comply with the insurance requirements of this Agreement.

v. AHP and/or DHCS will not be responsible for any premiums, deductibles, or assessments on any insurance policy.

d) Self-Insured Insurance Requirements:

(Applicable to agreements where Subcontractor has "Checked-the-Box" as self-insuring and subsections a through c, above, are inapplicable.)

☐ Subcontractor acknowledges and certifies that it is covered by and will maintain throughout the term of its BHBH Program Plan self-insurance in amounts and types sufficient to satisfy its contractual insurance requirements under the BHBH Program and its BHBH Program Plan, including without limitation, Special Events Liability Insurance Program ("SELIP") coverage. Subcontractor hereby:

i. Certifies that the Certificate of Consent to Self-Insure issued by the State of California Department of Industrial Relations upon execution of this Subcontract Agreement is currently in full force and effect; and

ii. Agrees to notify AHP in writing if A.M. Best notifies the Subcontractor that the financial strength and creditworthiness of such self-insurance coverage is under review with negative implications or a potential downgrade of the Subcontractor's A.M. Best self-insurance rating, within three (3) days of such notification from the rating agency.

17. Procurement Rules

(Applicable to agreements in which equipment/property, commodities and/or supplies are furnished by DHCS through AHP, or expenses for said items are reimbursed by DHCS through AHP, with state or federal funds provided under the Agreement.)

a) Equipment/Property definitions:
Wherever the term equipment and/or property are used, the following definitions shall apply:

i. **Major equipment/property**
A tangible or intangible item having a base unit cost of $5,000 or more with a life expectancy of one (1) year or more and is either furnished by AHP and/or DHCS or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.

ii. **Minor equipment/property**
A tangible item having a base unit cost of less than $5,000 with a life expectancy of one (1) year or more and is either furnished by AHP and/or DHCS or the cost is reimbursed through this Agreement.

b) Government and public entities (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment, and services related to such purchases that are required in performance of this Agreement.

c) Left intentionally blank.

d) Left intentionally blank.

e) In special circumstances, determined by AHP or DHCS (e.g., when AHP or DHCS has a need to monitor certain purchases, etc.), AHP or DHCS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. AHP or DHCS reserves the right to either deny claims for reimbursement or to request repayment for any Subcontractor and/or lower-tiered subcontractor purchase that AHP or DHCS determines to be unnecessary in carrying out performance under this Agreement.

f) The Subcontractor and/or lower-tiered subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. AHP and/or DHCS reserves the right to request a copy of these documents and to inspect the purchasing practices of the Subcontractor and/or lower-tiered

subcontractor at any time.

g) For all purchases, the Subcontractor and/or lower-tiered its subcontractor must maintain copies of all paid vendor invoices, documents, bids, and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Subcontractor and/or lower-tiered its subcontractor for inspection or audit.

h) AHP and/or DHCS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under subparagraph b of this Provision 17 by giving the Subcontractor no less than 30 calendar days written notice.

18. Equipment/Property Ownership / Inventory / Disposition

(Applicable to agreements in which equipment/property is furnished by DHCS and/or when said items are purchased or reimbursed by DHCS with state or federal funds provided under the Agreement.)

a) Wherever the term equipment and/or property is used in Provision 18, the definitions in Paragraph a of Provision 17 shall apply.

b) Unless otherwise stipulated in this Agreement, all equipment and/or property that is purchased/reimbursed with agreement funds or furnished by DHCS through AHP pursuant to the BHBH Program Plan under the terms of this Agreement shall be considered state equipment and the property of DHCS and/or the State of California.

i. Reporting of Equipment/Property Receipt

(a) AHP and/or DHCS requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by DHCS through AHP pursuant to BHBH Program Plan funds or purchased/reimbursed with funds provided through this Agreement.

(b) Upon receipt of equipment and/or property, the Subcontractor shall report the receipt to the AHP. To report the receipt of said items and to receive property tags, Subcontractor shall use a form or format designated by AHP Program Manager If the appropriate form (i.e., Contractor Equipment Purchased with DHCS Funds) does not accompany this Agreement, Subcontractor shall request a copy from the AHP or DHCS.

ii. Annual Equipment/Property Inventory

c) If the Subcontractor enters an agreement with a term of more than twelve months, the Subcontractor shall submit an annual inventory of state equipment and/or property to the AHP using a form or format designated by AHP. If an inventory report form (i.e., Inventory/Disposition

of DHCS-Funded Equipment) does not accompany this Agreement, Subcontractor shall request a copy from AHP. Subcontractor shall:

(1) Include in the inventory report, equipment and/or property in the Subcontractor's possession and/or in the possession of its subcontractor (including independent consultants).

(2) Submit the inventory report to AHP.

(3) Contact AHP to learn how to remove, trade-in, sell, transfer, or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by AHP.

d) Title to any equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.

c) Unless otherwise stipulated, AHP and/or DHCS shall be under no obligation to pay the cost of restoration, or rehabilitation of the Subcontractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.

d) The Subcontractor and/or its Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance, and preservation of state equipment and/or property.

(i) In administering this provision, AHP or DHCS may require the Subcontractor and/or its Subcontractor to repair or replace, to AHP's satisfaction, any damaged, lost or stolen state equipment and/or property. Subcontractor and/or its Subcontractor shall immediately file a theft report with the appropriate police agency, or the California Highway Patrol and Subcontractor shall promptly submit one copy of the theft report to the AHP and AHP's Program Manager.

(ii) Unless otherwise stipulated by this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by DHCS through AHP pursuant to BHBH Program Plan under the terms of this Agreement, shall only be used for performance of this Agreement or another DHCS agreement.

e) Within sixty (60) calendar days prior to the termination or end of this Agreement, the Subcontractor shall provide a final inventory report of equipment and/or property to the AHP and shall, at that time, query DHCS as to the requirements, including the manner and method, of returning state equipment and/or property to DHCS and/or the State, as applicable. Final disposition of equipment and/or property shall be at DHCS and/or the State, as applicable expense and according to DHCS and/or the State, as applicable instructions. Equipment and/or property disposition instructions shall be issued by AHP immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, AHP or DHCS may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different DHCS agreement.

f) Motor Vehicles

Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under this Agreement.)

i. If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS through AHP pursuant to BHBH Program Plan funds under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Subcontractor and/or its subcontractor shall return such vehicles to DHCS and the State, as applicable, and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to DHCS or the State, as applicable.

ii. If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS through AHP pursuant to BHBH Program Plan funds under the terms of this Agreement, the State of California shall be the legal owner of said motor vehicles and the Subcontractor shall be the registered owner. The Subcontractor and/or its subcontractor may only use said vehicles for performance and under the terms of this Agreement.

iii. The Subcontractor and/or its subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by DHCS through AHP pursuant to BHBH Program Plan funds under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.

iv. If any motor vehicle is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the Subcontractor and/or its subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the type and amount of automobile liability insurance as specified in the Automobile Liability Insurance requirements clause as set forth in this Attachment is in effect during the term of this Agreement or any period of contract extension during which any vehicle remains in the Subcontractor's and/or its subcontractor's possession.

v. The requirements specified in Provision 16, entitled, "Insurance Requirements" apply to vehicles purchased/reimbursed with agreement funds or furnished by DHCS through AHP pursuant to BHBH Program Plan funds under the terms of this Agreement.

19. Left intentionally blank

20. Suspension or Stop Work Notification

a) AHP or DHCS may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by AHP. Upon receipt of said notice, the Subcontractor is to suspend and/or stop all, or any part, of the work called for by this Agreement.

i. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be provided within thirty (30) working days of the verbal notification.
ii. The suspension or stop work notification shall remain in effect until further written notice is received from AHP or DHCS. The resumption of work (in whole or part) will be at AHP's or DHCS' discretion and upon receipt of written confirmation.

b) Upon receipt of a suspension or stop work notification, the Subcontractor shall immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.

c) Within ninety (90) days of the issuance of a suspension or stop work notification, DHCS through AHP pursuant to BHBH Program Plan funds shall either:
i. Cancel, extend, or modify the suspension or stop work notification; or
ii. Terminate the Agreement as provided for in the Cancellation / Termination clause of the Agreement.

d) If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, the Subcontractor may resume work only upon written concurrence of funding Program's Contract Manager.

e) If the suspension or stop work notification is cancelled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or contract terms resulting from the suspension or stop work notification shall require an amendment to the Agreement.

f) If a suspension or stop work notification is not canceled and the Agreement is cancelled or terminated pursuant to the provision entitled Cancellation / Termination, AHP and/or DHCS shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.

g) AHP and DHCS shall not be liable to the Subcontractor for loss of profits because of any suspension or stop work notification issued under this clause.

21. Public Communications

a) Electronic and printed documents developed and produced, for public communications shall follow the following requirements to comply with Section 508 of the Rehabilitation Act and the Americans with Disabilities Act; and

b) Ensure visual-impaired, hearing-impaired, and other special needs audiences are provided material information in formats that provide the most assistance in making informed choices.

22. Audit and Record Retention

(Applicable to agreements in excess of $10,000.)

a) The Subcontractor and/or its subcontractor shall maintain books, records,

documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.

b) The Subcontractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.

c) Subcontractor agrees that AHP, DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Subcontractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Subcontractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Government Code Section 8546.7, Public Contract Code (PCC) Sections 10115 et seq., California Code of Regulations Title 2, Section 1896.77) The Subcontractor shall comply with the above and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in PCC Section 10115.10.

d) The Subcontractor and/or its subcontractor shall preserve and make available his/her records (1) for a period of six years for all records related to Disabled Veteran Business Enterprise (DVBE) participation (Military and Veterans Code Section 999.55), if this Agreement involves DVBE participation, and three years for all other contract records from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (i) or (ii) below.

   i. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement; or

   ii. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

e) The Subcontractor and/or its subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Subcontractor and/or its subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable

devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

f) The Subcontractor shall, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 (2014).

ATTACHMENT C

STATEMENT OF WORK

(Under DHCS Agreement No. 22-20456-BHBH)

[ATTACHED]

ATTACHMENT C

STATEMENT OF WORK

(Under DHCS Agreement No. 22-20456-BHBH)

Subcontractor Name: Tehama County Health Services Agency
Universal Unique Identifier: bhbh_632_bhbh_tehama_county

Item	Billing Code	Deliverable Description	Amount	Deliver On or Before
1 Year 1	**7524.01**	**YEAR 1 - JUNE 23, 2023- JUNE 30, 2024 - START-UP, PROGRAM IMPLEMENTATION AND REPORTING** **Behavioral Health Bridge Housing (BHBH) Program Plan** ♦ Subcontractor shall develop the BHBH Program Plan (BHBH Plan or just Plan) utilizing templates provided by Advocates for Human Potential (AHP). The Plan shall be based on the submitted County Behavioral Health Agency (BHA) BHBH Program proposal and submitted to AHP for approval within 30 days of contract execution. ♦ AHP will send back any revisions and County BHA shall submit any required revisions within ten business days from date of receipt and return the revised Plan to AHP for approval. DHCS shall grant final approval to the BHBH Program Plan via AHP, and no subsequent revisions may be made without DHCS approval. **BHBH Program Policies and Procedures** ♦ Subcontractor shall submit required policies and procedures for Rental Assistance, Participant Assistance Funds, Landlord Outreach and Mitigation funds, and/or Auxiliary Funding in Assisted Living to AHP for approval within 45 days of subcontract execution. Policies and procedures will include but not be limited to eligibility; allowable uses; methods of disbursement; prevention of fraud, waste, and abuse, documentation requirements and audit provisions. ♦ Rental Assistance Policies and procedures will include but not be limited to: • The calculation of rental assistance, which must be indicated and must use either Fair Market Rents (FMRs) or a rent reasonableness methodology to calculate allowable rental rates. Subcontractor may offer either shallow subsidies up to a specific dollar amount or a formula in which the individual pays a portion of the rent based on income. • Clear eligibility requirements for individuals and units for short-term and/or mid-term rental assistance. The requirements for both short- and mid-term assistance may be the same, or the	Upon execution of subcontract, first disbursement amount shall be twenty-five percent (25%) of subcontract grand total $2,371,591 **LESS** total start-up infrastructure costs calculated as follows: ($2,371,591– $457,000) x.25 = **$478,648**	June 30, 2024

Item	Billing Code	Deliverable Description	Amount	Deliver On or Before
		Subcontractor may have fewer requirements for short-term assistance than for mid-term. • Fraud prevention, along with regular audits and clear documentation of all payments. • Requirements for payments to be made directly to property owners or managers. • Requirements to provide supportive services and resources to individuals who are receiving rental assistance, to remove barriers and help them obtain longer-term rental assistance or other affordable housing. • Requirements for participants to have access to onsite supportive services at the facility or through home visits. ♦ All required revisions to policies and procedures to be submitted to AHP within ten business days of receipt of Plan and return Plan as required by AHP. ♦ Implement the policies and procedures in the administration of Rental Assistance, Participant Assistance Funds, Landlord Outreach and Mitigation funds and/or Auxiliary Funding in Assisted Living and other BHBH program operations. **Delivery of Behavioral Health Bridge Housing and Operations** ♦ Deliver direct behavioral health bridge housing services including Shelter/Interim Housing, Rental Assistance, Auxiliary Funding in Assisted Living, and Housing Navigation as described in the BHBH Program Plan, including the service metrics and program requirements. ♦ Collect program and individual data as described in the BHBH Program Plan and as requested by AHP. ♦ Provide outreach and engagement services as described in the BHBH Program Plan and service metrics. **Participation in Monitoring and Technical Assistance and Training (TTA)** ♦ **Learning Collaborative Sessions** • Participate in statewide Learning Collaborative sessions on a quarterly basis at minimum; session schedule to be provided by AHP. • At least one staff member shall attend each quarterly Learning Collaborative. ♦ **Coaching Calls, Webinars/Trainings, Monitoring Reviews, and Site Visits** • At minimum, one staff member shall participate in monthly coaching calls with AHP; session schedule to be provided by AHP.		

Item	Billing Code	Deliverable Description	Amount	Deliver On or Before
		• Participate in webinars/trainings and working meetings on a quarterly basis at minimum; session schedule to be provided by AHP. • Respond to AHP requests for information, reviews, and site visits as indicated and described in the Subcontract Agreement. ♦ If applicable, conduct County BHA BHBH Program implementation and capacity-building activities as described in the BHBH Program Plan. **Reporting—Year 1** Subcontractor shall participate in data collection and submission of quarterly narrative, data, and financial reports. Reports will be submitted as directed by AHP. These reports will summarize progress in implementing the BHBH Program Plan; expending funds, including, without limitation, equipment purchases; subcontracting; and providing bridge housing for individuals experiencing homelessness and serious behavioral health conditions; and must include accomplishments and any barriers to goals of the BHBH Program. The reports must cover the following time frames and observe the following due dates: • Year 1, Quarter 1: July 1–September 30, 2023, due by November 15, 2023 • Year 1, Quarter 2: October 1–December 31, 2023, due by February 15, 2024 • Year 1, Quarter 3: January 1–March 31, 2024, due by May 15, 2024 • Year 1, Quarter 4: April 1–June 30, 2024, due by August 15, 2024 • Meet state requirements for submission of data into the HMIS system as required by AB 977 when and in the manner required.		
2 Year 1	**7524.01**	**SOLELY FOR THOSE BHBH PROGRAM PLAN PROJECTS WITH START-UP INFRASTRUCTURE, YEAR 1 (JUNE 23, 2023, TO JUNE 30, 2024)** **Submit budget and schedule for each individual BHBH Start-Up Infrastructure Project and include it in BHBH Program Plan for AHP/DHCS approval.** ♦ Implement the construction plan for each project as described in the BHBH Program Plan, budget, and schedule, pursuant to this Subcontract Agreement including Attachment F. **Acquisition (if applicable)** ♦ Demonstrate site control as described in Section 4 of the Subcontract Agreement, including Attachment F. ♦ Establish an escrow account.	Start-up Infrastructure Costs shall be provided in payments as described in Section 4 of this subcontract. 90% of the Start-up Infrastructure Costs ($457,000) calculated as follows: .90 x $457,000 = **$411,300**	June 30, 2024

Item	Billing Code	Deliverable Description	Amount	Deliver On or Before
		♦ Meet all requirements listed in Section 4 of Subcontract Agreement, including Attachment F. ♦ Obtain deed restriction as required, if applicable. **Complete Construction/Renovation (if applicable)** ♦ Demonstrate site control as described in Section 4 of the Subcontract Agreement, including Attachment F. ♦ Meet all requirements included in Section 4 of Subcontract Agreement, including Attachment F. ♦ Obtain deed restriction as required, if applicable. ♦ Provide required documentation and monitoring as described in BHBH Program Plan, budget, and schedule. **Other Approved Costs (if applicable)** **Start-Up Furnishings, Appliances and Equipment** ♦ Acquire all start-up furnishing, appliances and equipment included in BHBH Program Plan, budget, and schedule. ♦ Implement monitoring plan and ensure costs are allowable and compliant with local, state, and federal laws. ♦ Provide required documentation and monitoring as described in BHBH Program Plan, budget, and schedule. **Implement Construction Monitoring Plans; Participate in Monitoring and AHP Review Requirements (if applicable)** ♦ Provide a summary report on each individual project as described in the BHBH Program Plan, budget, and schedule, pursuant to this Subcontract Agreement, including Attachment F and prior to submitting a request for payment. ♦ For each specific site, upon the completion of the site, provide a summary narrative and financial report and compliance documentation for each individual project as described in the BHBH Program Plan, budget, and schedule, pursuant to this Subcontract Agreement, including Attachment F. ♦ Ensure that each start-up infrastructure site is available within one year of execution of Subcontract Agreement. **Reporting** ♦ Provide summary reporting on each BHBH Program Plan project and documentation of certificate of occupancy within one year of execution of Subcontract Agreement, as required by the BHBH Program Plan. ♦ Provide any necessary documentation requested by AHP for desk reviews and processing payment requests.		
		Year 1 Subtotal	**$889,948**	

Item	Billing Code	Deliverable Description	Amount	Deliver On or Before
3 Year 2	7524.01	**YEAR 2 - JULY 1, 2024, TO JUNE 30, 2025 - PROGRAM IMPLEMENTATION AND REPORTING** **BHBH Program Plan** ♦ Submit any updates to the BHBH Program Plan for approval utilizing templates provided by AHP and based on the submitted County BHA BHBH Program proposal. ♦ AHP will send back any revisions and County BHA shall submit any required revisions within ten business days from date of receipt and return the revised Plan to AHP for approval. DHCS shall grant final approval to the BHBH Program Plan via AHP, and no subsequent revisions may be made without DHCS approval. **BHBH Program Policies and Procedures** ♦ Submit any updates to previously approved policies and procedures for approval with quarterly reports as needed. ♦ Implement the policies and procedures in the administration of Rental Assistance, Participant Assistance Funds, Landlord Outreach and Mitigation funds and/or Auxiliary Funding in Assisted Living and other BHBH program operations. **Delivery of Behavioral Health Bridge Housing and Operations** ♦ Deliver direct behavioral health bridge housing services including Shelter/Interim Housing, Rental Assistance, Auxiliary Funding in Assisted Living, and Housing Navigation as described in the BHBH Program Plan, including the service metrics and program requirements. ♦ Collect program and individual data as described in the BHBH Program Plan and as requested by AHP. ♦ Provide outreach and engagement services as described in the BHBH Program Plan and service metrics. **Participation in Monitoring and TTA** ♦ **Learning Collaborative Sessions** • Participate in statewide Learning Collaborative sessions on a quarterly basis at minimum; session schedule to be provided by AHP. • At least one staff member shall attend each quarterly Learning Collaborative. ♦ **Coaching Calls, Webinars/Trainings, Monitoring Reviews, and Site Visits** • One staff member shall participate in coaching calls monthly with AHP; session schedule to be provided by AHP.	Upon approval of cost reconciliation report for first disbursement amount, second disbursement amount shall be twenty-five percent (25%) of subcontract total $2,371,591 **LESS** total start-up infrastructure costs calculated as follows: ($2,371,591–$457,000) x.25 = **$478,648**	June 30, 2025

Item	Billing Code	Deliverable Description	Amount	Deliver On or Before
		• Participate in webinars/trainings and working meetings on a quarterly basis at minimum; session schedule to be provided by AHP. • Respond to AHP requests for information, reviews, and site visits as indicated and described in the Subcontract Agreement. ♦ If applicable, conduct County BHA BHBH Program implementation and capacity-building activities as described in the BHBH Program Plan. **Reporting—Year 2** ♦ Subcontractor shall participate in data collection and submission of quarterly narrative, data, and financial reports. Reports will be submitted as directed by AHP. These reports will summarize progress in implementing the BHBH Program Plan; expending funds, including, without limitation, equipment purchases; subcontracting; and providing bridge housing for individuals experiencing homelessness and serious behavioral health conditions; and must include accomplishments and any barriers to goals of the BHBH Program. The reports must cover the following time frames and observe the following due dates: • Year 2, Quarter 1: July 1–September 30, 2024, due by November 15, 2024 • Year 2, Quarter 2: October 1–December 31, 2024, due by February 15, 2025 • Year 2, Quarter 3: January 1–March 31, 2025, due by May 15, 2025 • Year 2, Quarter 4: April 1–June 30, 2025, due by August 15, 2025 ♦ Meet state requirements for submission of data into the HMIS system as required by AB 977 when and in the manner required.		
4 Year 2	**7524.01**	**SOLELY FOR THOSE BHBH PROGRAM PLAN PROJECTS WITH START-UP INFRASTRUCTURE, YEAR 2 (JULY 1, 2024, TO DECEMBER 31, 2024)** **Complete individual BHBH Start-Up Infrastructure Projects according to the budget and schedule included in the BHBH Program Plan.** ♦ Implement the construction plan for each project as described in the BHBH Program Plan, budget, and schedule, pursuant to this Subcontract Agreement including Attachment F. **Acquisition (if applicable)**	Start-up Infrastructure Costs shall be provided in payments as described in Section 4 of the subcontract. 10% of total start-up infrastructure cost	December 31, 2024

Item	Billing Code	Deliverable Description	Amount	Deliver On or Before
		♦ Demonstrate site control as described in Section 4 of the Subcontract Agreement, including Attachment F. ♦ Establish an escrow account. ♦ Meet all requirements listed in Section 4 of Subcontract Agreement, including Attachment F. ♦ Obtain deed restriction as required, if applicable. **Complete Construction/Renovation (if applicable)** ♦ Demonstrate site control as described in Section 4 of the Subcontract Agreement, including Attachment F. ♦ Meet all requirements included in Section 4 of Subcontract Agreement, including Attachment F. ♦ Obtain deed restriction as required, if applicable. ♦ Provide required documentation and monitoring as described in BHBH Program Plan, budget, and schedule. **Other Approved Costs (if applicable)** **Start-Up Furnishings, Appliances and Equipment** ♦ Acquire all start-up furnishing, appliances and equipment included in BHBH Program Plan, budget, and schedule. ♦ Implement monitoring plan and ensure costs are allowable and compliant with local, state, and federal laws. ♦ Provide required documentation and monitoring as described in BHBH Program Plan, budget, and schedule. **Implement Construction Monitoring Plans; Participate in Monitoring and AHP Review Requirements** ♦ Provide a summary report on each individual project as described in the BHBH Program Plan, budget, and schedule, pursuant to this Subcontract Agreement, including Attachment F and prior to submitting a request for payment. ♦ For each specific site, upon the completion of the site, provide a summary narrative and financial report and compliance documentation for each individual project as described in the BHBH Program Plan, budget, and schedule, pursuant to this Subcontract Agreement, including Attachment F. ♦ Ensure that each start-up infrastructure site is available within one year of execution of Subcontract Agreement. **Reporting** ♦ Provide summary reporting on each BHBH Program Plan project and documentation of certificate of occupancy within one year of execution of Subcontract Agreement, as required by the BHBH Program Plan.	$457,000 calculated as follows: .10 x $457,00 = **$45,700**	

Item	Billing Code	Deliverable Description	Amount	Deliver On or Before
		♦ Provide any necessary documentation requested by AHP for desk reviews and processing payment requests.		
		Year 2 Subtotal	**$524,348**	
5 Year 3	**7524.01**	**YEAR 3 - JULY 1, 2025, TO JUNE 30, 2026 - PROGRAM IMPLEMENTATION AND REPORTING** **BHBH Program Plan** ♦ Submit any updates to the BHBH Program Plan for approval utilizing templates provided by AHP and based on the submitted County BHA BHBH Program proposal. ♦ AHP will send back any revisions and County BHA shall submit any required revisions within ten business days from date of receipt and return the revised Plan to AHP for approval. DHCS shall grant final approval to the BHBH Program Plan via AHP, and no subsequent revisions may be made without DHCS approval. **BHBH Program Policies and Procedures** ♦ Submit any updates to previously approved policies and procedures for approval with quarterly reports as needed. ♦ Implement the policies and procedures in the administration of Rental Assistance, Participant Assistance Funds, Landlord Outreach and Mitigation funds and/or Auxiliary Funding in Assisted Living and other BHBH program operations. **Delivery of Behavioral Health Bridge Housing and Operations** ♦ Deliver direct behavioral health bridge housing services including Shelter/Interim Housing, Rental Assistance, Auxiliary Funding in Assisted Living, and Housing Navigation as described in the BHBH Program Plan, including the service metrics and program requirements. ♦ Collect program and individual data as described in the BHBH Program Plan and as requested by AHP. ♦ Provide outreach and engagement services as described in the BHBH Program Plan and service metrics.	Upon approval of cost reconciliation report for second disbursement amount, third disbursement amount shall be twenty-five percent (25%) of subcontract grand total $2,371,591 **LESS** total start-up infrastructure costs calculated as follows: ($2,371,591–$457,000) x.25 = **$478,648**	June 30, 2026

Item	Billing Code	Deliverable Description	Amount	Deliver On or Before
		Participation in Monitoring and TTA ♦ **Learning Collaborative Sessions** • Participate in statewide Learning Collaborative sessions on a quarterly basis at minimum; session schedule to be provided by AHP. • At least one staff member shall attend each quarterly Learning Collaborative. ♦ **Coaching Calls, Webinars/Trainings, Monitoring Reviews, and Site Visits** • One staff member shall participate in coaching calls monthly with AHP; session schedule to be provided by AHP. • Participate in webinars/trainings and working meetings on a quarterly basis at minimum; session schedule to be provided by AHP. • Respond to AHP requests for information, reviews, and site visits as indicated and described in the Subcontract Agreement. ♦ If applicable, conduct County BHA BHBH Program implementation and capacity-building activities as described in the BHBH Program Plan. **Reporting—Year 3** ♦ Subcontractor shall participate in data collection and submission of quarterly narrative, data, and financial reports. Reports will be submitted as directed by AHP. These reports will summarize progress in implementing the BHBH Program Plan; expending funds, including, without limitation, equipment purchases; subcontracting; and providing bridge housing for individuals experiencing homelessness and serious behavioral health conditions; and must include accomplishments and any barriers to goals of the BHBH Program. The reports must cover the following time frames and observe the following due dates: • Year 3, Quarter 1: July 1–September 30, 2025, due by November 15, 2025 • Year 3, Quarter 2: October 1–December 31, 2025, due by February 15, 2026 • Year 3, Quarter 3: January 1–March 31, 2026, due by May 15, 2026 • Year 3, Quarter 4: April 1–June 30, 2026, due by August 15, 2026 ♦ Meet state requirements for submission of data into the HMIS system as required by AB 977 when and in the manner required.		
		Year 3 Subtotal	**$478,648**	

Item	Billing Code	Deliverable Description	Amount	Deliver On or Before
6 Year 4	7524.01	**YEAR 4 - JULY 1, 2026, TO JUNE 30, 2027- PROGRAM IMPLEMENTATION AND REPORTING** **BHBH Program Plan** ♦ Submit any updates to the BHBH Program Plan for approval utilizing templates provided by AHP and based on the submitted County BHA BHBH Program proposal. ♦ AHP will send back any revisions and County BHA shall submit any required revisions within ten business days from date of receipt and return the revised Plan to AHP for approval. DHCS shall grant final approval to the BHBH Program Plan via AHP, and no subsequent revisions may be made without DHCS approval. **BHBH Program Policies and Procedures** ♦ Submit any updates to previously approved policies and procedures for approval with quarterly reports as needed. ♦ Implement the policies and procedures in the administration of Rental Assistance, Participant Assistance Funds, Landlord Outreach and Mitigation funds and/or Auxiliary Funding in Assisted Living and other BHBH program operations. **Delivery of Behavioral Health Bridge Housing and Operations** ♦ Deliver direct behavioral health bridge housing services including Shelter/Interim Housing, Rental Assistance, Auxiliary Funding in Assisted Living, and Housing Navigation as described in the BHBH Program Plan, including the service metrics and the program requirements. ♦ Collect program and individual data as described in the BHBH Program Plan and as requested by AHP. ♦ If applicable, provide outreach and engagement services as described in the BHBH Program Plan and service metrics. **Participation in Monitoring and TTA** ♦ **Learning Collaborative Sessions** • Participate in statewide Learning Collaborative sessions on a quarterly basis at minimum; session schedule to be provided by AHP. • At least one staff member shall attend each quarterly Learning Collaborative. ♦ **Coaching Calls, Webinars/Trainings, Monitoring Reviews, and Site Visits** • One staff member shall participate in coaching calls monthly with AHP; session schedule to be provided by AHP.	Upon approval of cost reconciliation report for third disbursement amount, fourth disbursement amount shall be twenty-five percent (25%) of subcontract grand total $2,371,591 **LESS** total start-up infrastructure costs calculated as follows: ($2,371,591– $457,000) x.25 = **$478,647**	June 30, 2027

Item	Billing Code	Deliverable Description	Amount	Deliver On or Before
		• Participate in webinars/trainings and working meetings on a quarterly basis at minimum; session schedule to be provided by AHP. • Respond to AHP requests for information, reviews, and site visits as indicated and described in the Subcontract Agreement. ♦ If applicable, conduct County BHA BHBH Program implementation and capacity-building activities as described in the BHBH Program Plan. **Reporting—Year 4** ♦ Subcontractor shall participate in data collection and submission of quarterly narrative, data, and financial reports. Reports will be submitted as directed by AHP. These reports will summarize progress in implementing the BHBH Program Plan; expending funds, including, without limitation, equipment purchases; subcontracting; and providing bridge housing for individuals experiencing homelessness and serious behavioral health conditions; and must include accomplishments and any barriers to goals of the BHBH Program. The reports must cover the following time frames and observe the following due dates: • Year 4, Quarter 1: July 1–September 30, 2026, due by November 15, 2026 • Year 4, Quarter 2: October 1–December 31, 2026, due by February 15, 2027 • Year 4, Quarter 3: January 1–March 31, 2027, due by May 15, 2027 • Year 4, Quarter 4: April 1–June 30, 2027, due June 30, 2027 ♦ Meet state requirements for submission of data into the HMIS system as required by AB 977 when and in the manner required. ♦ Submit a final report by June 30, 2027.		
		Year 4 Subtotal	**$478,647**	
		Subcontract Grand Total	**$2,371,591**	

ATTACHMENT D

RATE SCHEDULE

(Under DHCS Agreement No. 22-20456-BHBH)

[ATTACHED]

ATTACHMENT D
PAYMENT SCHEDULE
SUBCONTRACTOR FUNDING/BUDGET
COUNTY NAME: Tehama County

Infrastructure Funding Usage Description	Budgeted Amount
Total Start-Up Infrastructure Funding	$457,000
Start-Up Infrastructure Budget Subtotal	**$457,000**
Non-Infrastructure Funding Usage Description	**Budgeted Amount**
Operating Bridge Housing	$1,830,604
Other Flexible Funding Categories (no Infrastructure)	$83,987
Budget Subtotal	**$1,914,591**
Total Budget	**$2,371,591**

Start-Up Infrastructure (SUI) Payment Schedule*

Invoicing Date Range	Invoice Description	Amount of Invoice
SUI Acquisition Invoice 1: **06/23/23 – 06/30/24**	Initial Advanced Payment of Acquisition Costs	Ninety Percent (90%) of Acquisition Subtotal
SUI Acquisition Invoice 2: **06/23/23 – 12/31/24**	Remainder of Acquisition Costs	Ten Percent (10%) of Acquisition Subtotal
SUI Renovation Invoice 1: **06/23/23 – 06/30/24**	Initial Advanced Payment of Real Estate Renovation Costs	Fifty Percent (50%) of Renovation Subtotal
SUI Renovation Invoice 2: **06/23/23 – 06/30/24**	Second Payment of Real Estate Renovation Costs Per Approved Cost Report Amount Submitted by Subcontractor	Up to Forty Percent (40%) of Renovation Subtotal
SUI Renovation Invoice 3: **07/01/24 – 12/31/24**	Final Payment of Real Estate Renovation Costs Upon Completion of AHP "desk review" of all previously submitted expenses	Ten Percent (10%) or Remainder of Renovation Subtotal
SUI Other Invoice 1: **06/23/23 – 06/30/24**	Advanced Payment of Initial Furnishings, Equipment, Appliances, Other or Indirect Approved Costs	Twenty-Five Percent (25%) of Initial Furnishings, Equipment, Appliances, Other or Indirect Approved Costs Subtotal

SUI Other Invoice 2: **06/23/23 – 06/30/24**	Second Installment Payment of Furnishings, Equipment, Appliances, Other or Indirect Approved Costs Per Approved Cost Report Amount Submitted by Subcontractor	Twenty-Five Percent (25%) of Initial Furnishings, Equipment, Appliances, Other or Indirect Approved Costs Subtotal
SUI Other Invoice 3: **06/23/23 – 06/30/24**	Third Installment Payment of Furnishings, Equipment, Appliances, Other or Indirect Approved Costs Per Approved Cost Report Amount Submitted by Subcontractor	Twenty-Five Percent (25%) of Initial Furnishings, Equipment, Appliances, Other or Indirect Approved Costs Subtotal
SUI Other Invoice 4: **06/23/23 – 12/31/24**	Final Installment Payment of Furnishings, Equipment, Appliances, Other or Indirect Approved Costs Per Approved Cost Report Amount Submitted by Subcontractor	Twenty-Five Percent (25%) or Remainder of Initial Furnishings, Equipment, Appliances, Other or Indirect Approved Costs Subtotal

*** If a County BHA has more than one approved Start-Up Infrastructure Project as a part of their BHBH Plan – each project would be invoiced separately and denoted as invoice a, b, c. A customized invoicing template will be provided by AHP.**

Non-Infrastructure Payment Schedule

COUNTY NAME: Tehama County

Funding Usage Description	Budgeted Amount
Operating Bridge Housing	$1,830,604
Flexible Funding Categories (no Infrastructure)	$83,987
Total Budget	**$1,914,591**

Invoicing Date Range	Invoice Description	Amount of Invoice
Invoice 1: **06/23/23 – 06/30/24**	Initial Advanced Payment of Non-Infrastructure Program Funds for completion and initial implementation of BHBH Program Plan.	Twenty-Five Percent (25%) of Subcontract Grand Total

Invoice 2: **07/01/24 – 06/30/25***	Second Installment Payment of Non-Infrastructure Program Funds Per Approved Cost Report Amount Submitted by Subcontractor for delivery of Bridge Housing as described in the BHBH Program Plan.	Up to Twenty-Five Percent (25%) of Subcontract Grand Total
Invoice 3: **07/01/25 – 06/30/26***	Third Installment Payment of Non-Infrastructure Program Funds Per Approved Cost Report Amount Submitted by Subcontractor as described in the BHBH Program Plan.	Up to Twenty-Five Percent (25%) of Subcontract Grand Total
Invoice 4: **07/01/26 – 06/30/27***	Final Installment Payment of Non-Infrastructure Program Funds Per Approved Cost Report Amount Submitted by Subcontractor as described in the BHBH Program Plan.	Twenty-Five Percent (25%) or Remainder of Subcontract Grand Total

***Invoicing may be expedited to an interval less than annually, but no more often than quarterly.**

ATTACHMENT E

_____ SCHEDULE

(Under DHCS Agreement No. 22-20456-BHBH)

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ATTACHMENT F

SPECIAL REAL ESTATE REQUIREMENTS

(Under DHCS Agreement No. 22-20456-BHBH)

The State of California through the Department of Health Care Services ("DHCS") is administering the Behavioral Health Bridge Housing Program ("BHBH Program") through noncompetitive predetermined funding to be awarded to county behavioral health agencies ("Behavioral Health Agencies" or "BHAs") to address the immediate housing and treatment need of people experiencing homelessness who have serious behavioral health conditions (such as a serious mental illness and/or substance use disorder) that prevent them for accessing help and moving out of homelessness.

In the event Subcontractor elects to expend up to twenty-five percent (25%) of its BHBH Program funds towards bridge housing start-up infrastructure (the "Infrastructure Project"), then the Special Real Estate Requirements set forth in this **Attachment F** (herein, "Program Funds") shall apply.

BHBH Program funding may be used for start-up costs and to make facilities more available to individuals with serious behavioral health conditions. Bridge housing start-up infrastructure funding is limited to seventy-five thousand dollars ($75,000) per bed. All bridge housing start-up infrastructure activities must be complete, and beds made available within one (1) year of execution of the Agreement.

These Special Real Estate Requirements shall become effective upon execution of the underlying Agreement and shall automatically expire concurrently with the expiration of the Prime Contract (the "Expiration Date") unless earlier terminated by AHP or DHCS (the "Term"). Terms not defined herein shall have the definitions ascribed in the Subcontract Agreement.

In the event Subcontractor was approved for the purchase of a facility or rehabilitation/renovation project, Subcontractor's plan to complete the project within one (1) year and Subcontractor's approved budget shall be incorporated herein by reference. Subcontractor further agrees that it shall be fully and solely responsible for any and all cost overruns of Subcontractor's project.

Article 1.

Conditions to Disbursement

AHP shall disburse the Program Funds to the Subcontractor for the amount of any reasonable, actual, and documented costs incurred in accordance with the Agreement, the SOW and the BHBH Program Plan for the Infrastructure Project upon satisfaction

of the requirements described in Section 1.1 below. Program Funds shall be disbursed for infrastructure construction costs only upon FULL satisfaction of the requirements in Section 1.1 and the additional requirements of Section 1.2, below. Program Funds disbursed for real property acquisition shall be disbursed only upon FULL satisfaction of the requirements in Section 1.1 and the additional requirements of Section 1.3, below. Program Funds to be disbursed for construction costs shall be disbursed only upon FULL satisfaction of the requirements of Section 1.1 and the additional requirements described in Section 1.4, below. Thereafter, Program Funds shall be disbursed to the Subcontractor for costs incurred for the Infrastructure Project within thirty (30) days of receipt of a complete request for Program Funds, provided such request for funds is approved by AHP or its designee.

1.1 **Subcontractor Obligations**

1.1.1 Subcontractor is responsible for ensuring that they and their subcontractors and other vendors meet all federal, state, and local requirements.

1.1.2 Subcontractor is responsible for ensuring that they and their subcontractors and all other vendors satisfy all requirements set forth in the RFA, the Agreement, and the BHBH Program.

1.1.3 Subcontractor shall comply with the terms of the provisions of these Special Real Estate Requirements and fully executed copies of the Agreement and this Attachment F.

1.2 **Requirements for Disbursement of Program Funds – Infrastructure Construction Costs**

1.2.1 No Program Funds shall be released to the Subcontractor for any Infrastructure Project costs until the Subcontractor submits, and AHP approves, the documents described below, and any additional supporting information, as may be required:

1.2.1.1 A construction monitoring plan that shall include, at a minimum:

1.2.1.1.a. Review of building and construction plans, contracts with general contractors and significant subcontractors, permits, and change orders;

1.2.1.1.b. Periodic site inspections by Subcontractor staff or designees, with pictures and certified reports to accompany invoicing to AHP;

1.2.1.1.c. Policies and procedures for addressing cost overruns and Subcontractor or any underlying subcontractor or vendors failure to perform;

1.2.1.1.d. Policies and procedures for implementing responsibilities for managing, processing, and distributing payments as

the Project's fiscal intermediary, including ensuring that each contracting party receives funding in a timely manner in pursuance of its contractual obligations entered into with the Subcontractor;

1.2.1.1.e. Mechanisms and processes to oversee and monitor ongoing compliance with contractual obligations, including infrastructure and rental assistance programs (see Section 1.5, below), that may require onsite visits and desk reviews, and all designed to protect against fraud and abuse throughout the term of the Agreement; and

1.2.1.1.f. Maintaining detailed records of accounts of all funds distributed and expended on the Project, by whom they were spent, and how the funds were utilized.

1.2.1.2 The Subcontractor's request for funds, with all required supporting documents appended thereto.

1.2.1.3 Certificates of insurance, or a certification of the Sponsor of self-insurance coverage if the Sponsor is self-insured, evidencing coverages required by the Agreement and naming AHP and DHCS as additional insureds, which shall be in the form and substance acceptable to AHP and DHCS.

1.2.1.4 Executed an access agreement allowing DHCS, or its designee, access to the facility or facilities funded by the Project Funds.

1.3 **Requirements for Disbursement of Program Funds – Property Acquisition Costs**. Expenditures that include contributing to the purchase of property will require site control, defined as ownership, an executed purchase and sale agreement, and/or other agreement that is legally enforceable to the satisfaction of AHP that satisfies site control. No Program Funds shall be released to the Subcontractor for any Infrastructure Project costs related to the acquisition of real property until the Subcontractor satisfies the requirements described in Section 1.1 above. The Subcontractor obtains and notifies AHP of receipt and AHP, at its sole discretion, may determine to review and approve any and all documents described in this Section 1.3, and any additional information as may be required by AHP. AHP reserves the right to request copies of any information provided herein. Program Funds disbursed for acquisition of real property will be deposited directly into an escrow account opened by the Subcontractor for the transfer of title of the real property with the appropriate title company, and the following documents produced:

1.3.1 fully executed purchase and sale agreement or other agreement evidencing the Subcontractor's site control over the property upon which the Project is to be constructed or operated, which shall be in the form and substance acceptable to Subcontractor.

1.3.2 A written appraisal report setting forth an opinion of fair market value of the real property upon which the Infrastructure Project is to be constructed or operated prepared by a certified general appraiser

licensed in the State of California ("Certified Appraisal Report"), which shall be in the form and substance acceptable to Subcontractor.

1.3.3 A current title report reflecting all existing liens, encumbrances, taxes owed, easements, covenants, or any other restrictions for the real property to be acquired. If the Subcontractor's interest in the real property to be acquired is a leasehold, then the Subcontractor shall provide a current title report for the leasehold interest and the fee interest. For tribal trust land, the Subcontractor shall provide a certified Title Status Report from the U.S. Department of the Interior Bureau of Indian Affairs or an attorney's opinion regarding chain of title and current title status. All of the foregoing shall be in the form and substance acceptable to Subcontractor;

1.3.4 Any acquisition of real property that requires a deed of trust shall also require a commitment from a title insurance company for an ALTA Lenders Title Insurance policy in a form acceptable to AHP in the amount of the Program Funds disbursed for purposes of acquiring the property. The condition of title, the insurer, the liability amount, the form of policy, and the endorsements shall be subject to AHP approval. The policy shall insure that the Subcontractor holds good and marketable title (fee simple or leasehold) and shall show the Declaration of Restrictions in the lien priority approved by AHP and only subject to such title exceptions as are approved by AHP, its designee, or DHCS.

1.3.5 Evidence of any additional funds necessary for the Subcontractor to acquire the property to be used for bridge housing if the Program Funds are not providing the full amount of the acquisition costs, which shall be in the form and substance acceptable AHP and DHCS.

1.3.6 Signed escrow instructions, providing for the following:

1.3.6.1 When applicable, a Declaration of Restrictions, as approved by AHP and/or including its designee or DHCS, shall be recorded at the close of escrow against the real property upon which the Project is to be constructed or operated; and

1.3.6.2 When applicable, a Deed of Trust, as approved by AHP and/or including its designee or DHCS, shall be recorded at the close of escrow against the real property upon which the Project is to be constructed or operated.

1.3.7 AHP may, at the direction of DHCS, waive the signed escrow instructions requirement as set forth in Section 1.3.6, above. In those cases, the Subcontractor shall execute a facility access agreement allowing AHP, DHCS, or its designee, access to the facility or facilities funded by the Project Funds, and requiring the Subcontractor to use the property, or portion of the property funded by the Project Funds for the intended purpose. In the event the Subcontractor violates the terms of the facility access agreement, AHP at the direction of DHCS or DHCS on its own shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without

restriction or limitation of any other rights and remedies available at law or in equity.

1.4 **Requirements for Disbursement of Program Funds - Construction Costs**. No Program Funds shall be released to the Subcontractor for Infrastructure Project costs for construction activities until the Subcontractor satisfies the requirements described in Sections 1.1 and 1.2, above, and the Subcontractor obtains and notifies AHP of receipt and AHP, at its sole discretion, may determine to review and approve any and all documents described in this Section 1.4, and any additional information as may be required by AHP. AHP reserves the right to request copies of any information provided herein.

1.4.1 The Subcontractor and the Subcontractor's general contractor shall submit documentation certifying compliance with requirements related to public works projects pursuant to California Labor Code section 1720 *et seq.*, as well as all applicable federal labor and wage laws. AHP, at its sole discretion, has the right but not the obligation to review and approve any and all documents described in this Section 1.4 and any additional information or documents as may be required by AHP hereunder.

1.4.2 Plans and specifications for the construction work as identified in the SOW and BHBH Program Plan, which shall be in the form and substance acceptable to Subcontractor.

1.4.3 A construction contract that is based on construction plans, with a licensed general contractor for an amount consistent with the construction costs in the approved Infrastructure Project budget incorporated into the SOW, which shall be in the form and substance acceptable to Subcontractor, including execution of any construction contract rider, when applicable.

1.4.4 Copies of labor and material bonds and performance bonds for the construction work in an amount equal to one hundred percent (100%) of the cost of construction, which shall be in the form and substance acceptable to Subcontractor, naming AHP and DHCS as co-obliges on the bonds.

1.4.5 Copies of all required building, land use, and fire clearance or other required building permits or approvals for the Infrastructure Project, which shall be in the form and substance acceptable to Subcontractor.

1.4.6 The Subcontractor has submitted a written request for Program Funds on a form approved by AHP providing sufficient detail and with sufficient supporting documentation to permit AHP or its designee to confirm that the request is consistent with the terms of this Agreement and the Project budget.

1.4.7 When a disbursement is requested to pay any contractor in connection with the construction work, the written request must be accompanied by a certification by the Subcontractor's architect or project manager that the work for which disbursement is requested has been completed

(although AHP reserves the right to inspect or have its designee inspect the Project and make an independent evaluation); and (b) lien release and/or mechanics lien title insurance endorsements reasonably acceptable to AHP.

1.5 **Requirements for Disbursement of Program Funds – Rental Assistance**

To receive BHBH Program rental assistance funds, Subcontractor must submit for DHCS review related policies and procedures that address the following:

1.5.1 The calculation of rental assistance, which must be indicated and must use either Fair Market Rents (FMRs) or a rent reasonableness methodology to calculate allowable rental rates. Subcontractor may offer either shallow subsidies up to a specific dollar amount or a formula in which the individual pays a portion of the rent based on income.

1.5.2 Clear eligibility requirements for individuals and units for short-term and/or mid-term rental assistance. The requirements for both short- and mid-term assistance may be the same, or the Subcontractor may have fewer requirements for short-term assistance than for mid-term.

1.5.3 Fraud prevention, along with regular audits and clear documentation of all payments.

1.5.4 Requirements for payments to be made directly to property owners or managers.

1.5.5 Requirements to provide supportive services and resources to individuals who are receiving rental assistance, to remove barriers and help them obtain longer-term rental assistance or other affordable housing.

1.5.6 Requirements for participants to have access to onsite supportive services at the facility or though home visits.

1.6 **Waiver of Terms and Conditions**. It is understood that DHCS may, in its sole discretion, through AHP and Subcontractor's BHBH Program Plan, waive, in whole or in part, in writing any of the terms and provisions of this **Attachment F**. Any such waiver shall be in writing and without prejudice to DHCS's rights in respect of any other terms or provisions therein. Except as specifically set forth in writing, no further waivers of any terms or provisions contained in this **Attachment F** shall be construed as a waiver of any subsequent terms or provisions herein.

Article 2.

Notification to Proceed

In the event that Program Funds are used for the performance of construction on the Project, the Subcontractor shall submit an updated budget and schedule to AHP for its approval prior to the Subcontractor's issuance of a notice to proceed to its general contractor. The updated budget and schedule shall be consistent with the final plans and specifications for the Project. The Subcontractor shall not issue a notice to proceed

to its general contractor until AHP has approved the updated budget and schedule, if any.

Article 3.

Performance

The Subcontractor shall comply with the schedule set forth in the Performance Milestones and shall provide any certification when requested. The Subcontractor shall provide regular progress reports to AHP but in all events at least quarterly, including its progress toward meeting the Performance Milestones. The Subcontractor may apply to AHP for an extension of any Performance Milestones or an extension to submit any required certification, which AHP may approve based on a showing of good cause and acceptable assurances from the Subcontractor for timely completion of the remaining Performance Milestones as determined by AHP. Any extension granted by AHP shall not be effective unless granted in writing, and such writing shall be considered an amendment to this Agreement and incorporated herein.

Article 4.

Default

FAILURE TO SATISFY ANY ONE OF THE CERTIFICATIONS AND/OR PERFORMANCE MILESTONES (UNLESS SUCH PERFORMANCE MILESTONE IS EXTENDED) SHALL CONSTITUTE A BREACH OF THIS AGREEMENT AND ENTITLE AHP TO MANDATE THE SUBCONTRACTOR TO RETURN TO THE STATE OF CALIFORNIA ANY PROGRAM FUNDS DISBURSED; IN ANY SUCH INSTANCE, AHP MAY, WITH DHCS APPROVAL, ALSO CANCEL THIS AGREEMENT WITHOUT OWING ANY DAMAGES OR OTHER PAYMENT TO THE SUBCONTRACTOR.

Attachment G
Subcontractor Certification
(Under DHCS Agreement No. 22-20456-BHBH)

Subcontractor Certification Clause

CCC 04/2017

CERTIFICATION:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Subcontractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Subcontractor/Bidder Firm Name	Federal ID Number
Tehama County Health Services Agency	94-6000543

By (Authorized Signature)

DocuSigned by:
Jayme Bottke
E28E8F189E62493...

Printed Name and Title of Person Signing

Jayme Bottke Executive Director

Date Executed	Executed in the County of
4/19/2024	Tehama

SUBCONTRACTOR CERTIFICATION CLAUSES

STATEMENT OF COMPLIANCE:

Subcontractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

DRUG-FREE WORKPLACE REQUIRMENTS:

Subcontractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

(a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

(b) Establish a Drug-Free Awareness Program to inform employees about:

1. the dangers of drug abuse in the workplace;
2. the person's or organization's policy of maintaining a drug-free workplace;
3. any available counseling, rehabilitation, and employee assistance programs; and,
4. penalties that may be imposed upon employees for drug abuse violations.

(c) Provide that every employee who works on the proposed Agreement will:

1. receive a copy of the company's drug-free policy statement; and
2. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Subcontractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Subcontractor has made false certification; or (2) violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Subcontractor certifies that no more than one (1) final unappealable finding of contempt of court by a federal court has been issued against Subcontractor within the immediately preceding two-year period because of Subcontractors failure to comply with an order of a federal court which orders Subcontractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

SUBCONTRACTS FOR LEGAL SERVICES $50,000 OR MORE-PRO BONO REQUIREMENT

Subcontractor hereby certifies that Subcontractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1,2003.

Subcontractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the Agreement equal to the lessor of 30 multiplied by the number of full-time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any Agreement period of less than a full year or 10% of its Agreement with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services and may be taken into account when determining the award of future contracts with the State for legal services.

EXPATRIATE CORPORATIONS:

Subcontractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1 and is eligible to contract with the State of California.

SWEATFREE CODE OF CONDUCT:

a. All Subcontractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works Agreement, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the Agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Subcontractor further declares under penalty of perjury that they adhere to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website and Public Contract Code Section 6108.

b. The Subcontractor agrees to cooperate fully in providing reasonable access to the Subcontractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the Subcontractor's compliance with the requirements under paragraph (a).

DOMESTIC PARTNERS:

For agreements of $100,000 or more, Subcontractor certifies that Subcontractor is in compliance with Public Contract Code section 10295.3.

GENDER IDENTITY:

For agreements of $100,000 or more, Subcontractor certifies that Subcontractor is in compliance with Public Contract Code Section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

CONFLICT OF INTEREST:

Subcontractor needs to be aware of the following provisions regarding current or former state employees. If Subcontractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

a. Current State Employees (PCC 10410):

1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or

has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

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

b. Former State Employees (PCC 10411):

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

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

If Subcontractor violates any provisions of the above paragraphs, such action by Subcontractor shall render this Agreement void. (PCC 10420)

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

LABOR CODE/WORKERS COMPENSATION:

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

AMERICANS WITH DISABLITIES ACT:

Subcontractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

SUBCONTRACTORS NAME CHANGE:

An amendment is required to change the Subcontractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be

paid prior to approval of said amendment.

CORPORATE QUALIFICATION TO DO BUSINESS IN CALIFORNIA

(a) When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the Subcontractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

(b) "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate Subcontractor performing within the state not be subject to the franchise tax.

(c) Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

RESOLUTION:

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

AIR OR WATER POLLUTION VIOLATION:

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

PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all Subcontractors that are not another state agency or other government entity.

Pursuant to Public Contract Code Section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew an Agreement with, a state agency with respect to any Agreement in the amount of $100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted, or the Agreement is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For Agreement executed or renewed after January 1, 2017, the Subcontractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and

Housing Act (Section 12960 of the Government Code); and

2. EMPLOYER DISCRIMINATION POLICIES For Agreements executed or renewed after January 1, 2017, if a con Subcontractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Subcontractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code).

Balance of the page intentionally left blank;
Signature pages to follow.

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

Proposer/Bidder Name (Printed): Tehama County Health Services Agency EIN: 94-6000543

DocuSigned by:
Jayme Bottke
E25E8F189E02493...

By (Authorized Signature):

Jayme Bottke Executive Director

Printed Name and Title of Person Signing:

Executed in the County of: Tehama Executed in the State of California.

Date Executed: 4/19/2024

Exhibit G
EO Sanction Notification

State of California—Health and Human Services Agency
Department of Health Care Services

MICHELLE BAASS
DIRECTOR

GAVIN NEWSOM
GOVERNOR

May 03, 2022

Charles Galland
Chief Operating Officer
Advocates for Human
Potential, Inc.
490B Boston Post Road,
Sudbury, MA 01776
Contract # 21-10368 A01

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

Dear Charles Galland:

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions).

Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at $5 million or more, a separate notification will be sent outlining additional requirements specified under the EO.

Administration
Office MS4200
1501 Capitol Ave, Sacramento, CA 95814
Phone: (916) 552-8006
Internet Address: http://www.DHCS.ca.gov

E-Contract Review
Approval as to Form

Department Name: Tehama County Health Services Agency

Contractor Name: Poor And The Homeless County Coalition dba PATH

Contract Description: Agreement for Behavioral Health Bridge Housing Program

APPROVED AS TO FORM:

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

Date: 03/12/2026

Tehama County

Agenda Request Form

File #: 26-0376 **Agenda Date:** 3/24/2026 **Agenda #:** 20.

HEALTH SERVICES AGENCY - Executive Director Jayme Bottke

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Executive Director to sign the agreement with Tehama County Continuum of Care and The Vitality Project, for the purpose of meeting the Behavioral Health Bridge Housing Program objectives, with a total maximum amount not to exceed $343,600, effective 1/1/26 through 6/30/27

Financial Impact:
This project will be paid for utilizing grant funds from the Behavioral Health Bridge Housing Program that consists of $2,371,591 in total. A portion of these grant funds are budgeted for the project provided through this agreement. The Budget Unit is 40131. There is no impact to the General Fund.

Background Information:
On April 16, 2024, Misc. Agreement 2024-087 with Advocates for Human Potential, Inc. (the administrative entity acting on behalf of the California Department of Health Care Services) was reviewed and approved by the Board of Supervisors for the purpose of applying for grant funding for the Behavioral Health Bridge Housing (BHBH) Program. This program was put in place to address the immediate and sustainable housing needs of people experiencing homelessness who have serious behavioral health conditions.

This agreement with Tehama County Continuum of Care (Tehama CoC) and The Vitality Project is for the purpose of implementing certain tasks from the BHBH budget that was awarded to the County as outlined in this agreement's scope of work. The Vitality Project serves as the Coordinating Agency, Administrative Entity and Lead Agency for the Tehama CoC Homeless Management Information System (HMIS). HMIS is a secure, web-based data collection and reporting system designed to record, store, and analyze information about the provision of housing and services for individuals and families experiencing or at risk of experiencing homelessness and for Tehama Coordinated Entry (TCE), a shared database system designed to assess and refer individuals to projects and programs for which they may be eligible. The funds made available through this agreement will support the improvement and expansion of the integrated Tehama HMIS and TCE systems to better serve people experiencing or at risk of experiencing homelessness in Tehama County.

**AGREEMENT BETWEEN THE COUNTY OF TEHAMA,
TEHAMA COUNTY CONTINUUM OF CARE, AND THE VITALITY PROJECT**

This agreement is entered into between the County of Tehama, through its Health Services Agency, ("County") and Tehama County Continuum of Care and The Vitality Project ("Contractor") for the purpose of meeting the Behavioral Health Bridge Housing Program objectives to provide housing and/or rental assistance to Tehama County's homeless population.

1. RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall perform the duties as outlined the Scope of Work, attached and incorporated hereto as "Exhibit B". Contractor will be receiving funding through the Behavioral Health Bridge Housing Program, with the Expansion Budget outlined in "Exhibit C". Contractor shall fully comply with all elements of the Misc. Agreement #2024-087, hereto attached and incorporated as "Exhibit D".

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 Expansion Budget, attached hereto as Exhibit "C", after satisfactorily completing the duties described in this Agreement. The Maximum Compensation payable under this Agreement shall not exceed $343,600. 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.

4. BILLING AND PAYMENT

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

5. TERM OF AGREEMENT

This agreement shall commence on January 1, 2026, and shall terminate June 30, 2027, unless terminated in accordance with section 6 below.

6. TERMINATION OF AGREEMENT

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

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

7. ENTIRE AGREEMENT; MODIFICATION

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

8. NONASSIGNMENT OF AGREEMENT

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

9. EMPLOYMENT STATUS

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

10. INDEMNIFICATION

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

11. INSURANCE

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

12. PREVAILING WAGE

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services hereunder are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office and will make this information available to any interested party upon request. Contractor shall defend, indemnify, and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a "public work." To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

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

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

13. NON-DISCRIMINATION

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

14. GREEN PROCUREMENT POLICY

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

15. COMPLIANCE WITH LAWS AND REGULATIONS

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

16. LAW AND VENUE

This agreement shall be deemed to be made in and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions

which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

17. AUTHORITY

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

18. NOTICES

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

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

If to Contractor:

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

19. NON-EXCLUSIVE AGREEMENT

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

20. STANDARDS OF THE PROFESSION

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

21. LICENSING OR ACCREDITATION

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

22. RESOLUTION OF AMBIGUITIES

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

23. NO THIRD-PARTY BENEFICIARIES

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

24. HAZARDOUS MATERIALS

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

25. HARASSMENT

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

26. COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING

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

27. CONFIDENTIALITY

Notwithstanding any other provision of this Agreement, the CONTRACTOR agrees to protect the confidentiality of any and all patient or client information with which the CONTRACTOR may come into incidental contact in the process of performing its contracted services. The CONTRACTOR shall not retain, copy, use, or disclose this information in any manner for any purpose. Violation of the confidentiality of patient or client information may, at the option of the COUNTY, be considered a material breach of this Agreement.

28. CULTURAL COMPETENCY

Contractor shall ensure that services delivered under the terms of this agreement reflect a comprehensive range of age appropriate, cost-effective, high quality intervention strategies directed so as to promote wellness, avert crises, and maintain beneficiaries within their own communities. Contractor shall make every effort to deliver services which are culturally sensitive and culturally competent and which operationalize the following values:

A. Services should be delivered in the client's primary language or language of choice since language is the primary "carrier of culture,"

B. Services should encourage the active participation of individuals in their own care, protect confidentiality at all times, and recognize the rights of all individuals regardless of race, ethnicity, cultural background, disability or personal characteristics,

C. Service delivery staff should reflect the racial, ethnic, and cultural diversity of the population being served,

D. Certain culturally sanctioned behaviors, values, or attitudes of individuals legitimately may conflict with "mainstream values" without indicating psychopathology or moral deviance,

E. Service delivery systems should reflect cultural diversity in methods of service delivery as well as policy,

F. The organization should instill values in staff which encourage them to confront racially or culturally biased behavior in themselves and others and which encourage them to increase their sensitivity and acceptance of culturally based differences.

Contractor's staff shall receive cultural competency training and Contractor shall provide evidence of such training to County upon request.

29. CODE OF CONDUCT

Code of Conduct

Tehama County Health Services Agency (TCHSA) maintains high ethical standards and is committed to complying with all applicable statutes, regulations, and guidelines. The TCHSA and each of its employees and contractors shall follow an established Code of Conduct.

PURPOSE

The purpose of the TCHSA Code of Conduct is to ensure that all TCHSA employees and contractors are committed to conducting their activities in accordance with the highest levels of ethics and in compliance with all applicable State and Federal statutes, regulations, and guidelines. The Code of Conduct also serves to demonstrate TCHSA's dedication to providing quality care to its patients.

CODE OF CONDUCT – General Statement

- The Code of Conduct is intended to provide TCHSA employees and contractors with general guidelines to enable them to conduct the business of TCHSA in an ethical and legal manner;
- Every TCHSA employee and contractor is expected to uphold the Code of Conduct;

- Failure to comply with the Code of Conduct or failure to report non-compliance may subject the TCHSA employee or contractor to disciplinary action, up to or including termination of employment or contracted status.

CODE OF CONDUCT

All TCHSA employees and contractors:

- Shall perform their duties in good faith and to the best of their ability.
- Shall comply with all statutes, regulations, and guidelines applicable to Federal health care programs, and with TCHSA's own policies and procedures.
- Shall refrain from any illegal conduct. When an employee or contractor is uncertain of the meaning or application of a statute, regulation, or guideline, or the legality of a certain practice or activity, he or she shall seek guidance from his or her immediate Supervisor, Director, the Quality Assurance Manager or the Compliance Auditor.
- Shall not obtain any improper personal benefit by virtue of their employment or contractual relationship with TCHSA.
- Shall notify their Supervisor, Director, Assistant Executive Director or Executive Director immediately upon receipt (at work or at home) of any inquiry, subpoena, or other agency or governmental request for information regarding TCHSA.
- Shall not destroy or alter TCHSA information or documents in anticipation of, or in response to, a request for documents by any applicable governmental agency or from a court of competent jurisdiction.
- Shall not engage in any practice intended to unlawfully obtain favorable treatment or business from any entity, physician, patient, resident, vendor, or any other person or entity in a position to provide such treatment or business.
- Shall not accept any gift of more than nominal value or any hospitality or entertainment, which because of its source or value, might influence the employee's or contractor's independent judgment in transactions involving TCHSA.
- Shall disclose to their Director any financial interest, official position, ownership interest, or any other relationship that they (or a member of their immediate family) has with TCHSA vendors or contractors.
- Shall not participate in any false billing of patients, governmental entities, or any other party.
- Shall not participate in preparation of any false cost report or other type of report submitted to the government.
- Shall not pay or arrange for TCHSA to pay any person or entity for the referral of patients to TCHSA, and shall not accept any payment or arrangement for TCHSA to accept any payment for referrals from TCHSA.
- Shall not use confidential TCHSA information for their own personal benefit or for the benefit of any other person or entity while employed at or under contract to TCHSA, or at any time thereafter.
- Shall not disclose confidential medical information pertaining to TCHSA's patients or clients without the express written consent of the patients or clients or pursuant to court order and in accordance with the applicable law and TCHSA applicable policies and procedures.
- Shall promptly report to the Compliance Auditor any and all violations or suspected violations of the Code of Conduct.

- Shall promptly report to the Compliance Auditor any and all violations or suspected violations of any statute, regulation, or guideline applicable to Federal health care programs or violations of TCHSA's own policies and procedures.
- Shall not engage in or tolerate retaliation against employees or contractors who report or suspect wrongdoing.

30. EXHIBITS

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

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

COUNTY OF TEHAMA

Date: _____ _____
Jayme S. Bottke, Executive Director

TEHAMA COUNTY CONTINUUM OF CARE

Date: _____ _____
Johnna Jones, Executive Council Chairperson

THE VITALITY PROJECT

Date: _____ _____
Andrea Curry, Executive Director

_____
Vendor Number

Standard Form of Agreement – Services adopted 12/08/22

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

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

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

Automobile Liability

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

Workers' Compensation

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

Professional Liability (Contractor/Professional services standard agreement only)

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

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

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

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

Endorsements: Additional Insureds

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

The certificate holder shall be "County of Tehama."

Deductibles and Self-Insured Retentions

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

Primary Insurance Coverage

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

Coverage Cancellation

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

Acceptability of Insurers

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

Subcontractors

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

Material Breach

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

Policy Obligations

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

Verification of Coverage

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

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

Exhibit B

SCOPE OF WORK

The Vitality Project as the Administrative Entity
For the Tehama County Continuum of Care
Homeless Management Information System (HMIS) Capacity Expansion

The mission of the Tehama County Continuum of Care (Tehama CoC) is to develop and implement strategies and solutions to address the problem of homelessness throughout Tehama County, including the development of supportive housing options and the securing of federal, state and local resources and other measures designed to:

1. Prevent and end homelessness in Tehama County.
2. Ensure a coordinated safety net of services for those experiencing housing crises.
3. Coordinate and consolidate local efforts to provide a cost-effective and streamlined system for addressing homelessness.

The Vitality Project serves as the Coordinating Agency, Administrative Entity and HMIS Lead Agency for Tehama CoC, which includes serving in the role of System Administrator for the Tehama CoC Homeless Management Information System (Tehama HMIS), a secure, web-based data collection and reporting system designed to record, store, and analyze information about the provision of housing and services for individuals and families experiencing or at risk of homelessness and for Tehama Coordinated Entry (TCE), a shared database system designed to assess and refer individuals in need of housing and/or supportive services to projects and programs for which they are eligible and are likely to meet their needs. These two systems, through distinct from one another in purpose and scope, are complementary and operate on the same platform, with TCE housed within a custom module in Tehama HMIS.

Tehama HMIS is used by participating agencies within Tehama CoC's geographic area to coordinate services, measure program outcomes, and fulfill local, state, and fulfil funder reporting requirements. Certain of these participating agencies also utilize TCE to identify and receive referrals for potential program participants. Assessments entered into TCE are entered into the system primarily through 2-1-1, a service that connects community members with available resources through a free phone line, text service and website, although TCE assessments may also be entered by local service providers.

Funds made available through this agreement will support the improvement and expansion of the integrated Tehama HMIS and TCE systems to better serve people experiencing or at risk of experiencing homelessness in Tehama County. With this support, The Vitality Project will:

HMIS Operations:

- Manage user accounts, roles, and permissions.
- Maintain/configure HMIS Projects and Funders according to HUD HMIS Data Standards and funder-specific requirements
- Monitor data quality and provide staff feedback and corrective guidance.

- Generate system-level reports required by state and federal oversight/funding agencies
- Assist participating agencies in generating, building, and/or customizing reports to meet funder requirements, provide updates to community leaders and the public, and to use as tools for internal and ongoing strategic planning.

Maintain TCE Operations:

- Maintain assessment workflows, referral pathways, and prioritization tools.
- Track timeliness of assessments and build staff capacity for prompt referrals.
- Provide training and technical assistance to ensure consistent system use.
- Generate CES performance reports for planning and evaluation.

Improve and Expand Tehama HMIS/TCE capacity and effectiveness through:

- Increasing HMIS staff support from 0.5 FTE to 1.2 FTE
- Implement enhanced, interactive data quality monitoring and one-to-one corrective user training
- Implement proactive outreach to respondents with aging TCE assessments to ensure up-to-date information, including integrating local capacity for providing in-language assessment updates for Spanish-speakers
- Improve timeliness of information in TCE assessment to streamline processes for programs receiving referrals from TCE
- Update policies, procedures, and user guides.
- Use data to identify service gaps and strengthen the community response to homelessness.

Exhibit C

BEHAVIORAL HEALTH
Bridge Housing

Overview

APPLICANT INFORMATION

County Name	TEHAMA	**Requesting maximum amount? Y/N**	Y
Fiscal Contact Name and Email	Glenda Shoemaker Glenda.Shoemaker @tchsa.net	**Total Funding Requested**	$ 2,371,591.01

2371591 $ 0.01

BHBH FUNDING EXPENDITURE PLAN

ELIGIBLE USE CATEGORY	FY22/23	FY23/24	FY24/25	FY25/26	FY26/27	TOTAL	CONTRACTS TO COMPLETE: PATH Per category-PATH	CoC Per category-CoC	TCHSA Per category-TCHSA	COMPLETED CONTRACT Per category-PATH Tiny homes	Total per category
Bridge Housing - Shelter/Interim Housing Programs	$ -	$ -	$ -	$ 716,117.50	$ 736,234.50	$ 1,452,352.00	$ 1,131,252	$ 321,100		$ -	$ 1,452,352.00
Bridge Housing - Rental Assistance Program	$ -	$ -	$ -	$ -	$ -	$ -				$ -	$ -
Bridge Housing - Auxillary Services for Assisted Living	$ -	$ -	$ -	$ -	$ -	$ -				$ -	$ -
Housing Navigation (including Participant Assistance & Owner Outreach/Mitigation)	$ -	$ -	$ -	$ 160,028.00	$ 143,528.00	$ 303,556.00	$ 303,556			$ -	$ 303,556.00
County Behavioral Health Agency BHBH Program Implementation	$ -	$ -	$ -	$ 32,500.00	$ 31,483.00	$ 63,983.00	$ 41,483	$ 22,500		$ -	$ 63,983.00
Bridge Housing - Outreach and Engagement	$ -	$ -	$ -	$ 47,083.94	$ 47,616.07	$ 94,700.01			$ 94,700	$ -	$ 94,700.01
Start-up Infrastructure		$ -		$ 457,000.00		$ 457,000.00				$ 457,000.00	$ 457,000.00
Total	$ -	$ -	$ -	$ 1,412,729.44	$ 958,861.57	$ 2,371,591.01				$ -	$ -
Total Number of Bed-Nights	0	0	0	1,879	1,979	3,858				$ -	$ -
Cost per Bed-Night (excluding Infrastructure)	#DIV/0!	#DIV/0!	#DIV/0!	$ (508.64)	$ (484.52)	$ (496.27)				$ -	$ -
PERCENT OF BHBH FUNDS PER CATEGORY							$ 1,476,291	$ 343,600	$ 94,700	$ 457,000	$ 2,371,591.01

Fund Category	FY22/23	FY23/24	FY24/25	FY25/26	FY26/27	TOTAL
Bridge Housing Operations	N/A	N/A	N/A	N/A	N/A	74.0%
County BHA Implementation	N/A	N/A	N/A	N/A	N/A	2.7%
Outreach and Engagement	N/A	N/A	N/A	N/A	N/A	4.0%
Bridge Housing Start-Up Infrastructure	N/A	N/A	N/A	N/A	N/A	19.3%

COMMENTS:

BEHAVIORAL HEALTH
Bridge Housing

BEHAVIORAL HEALTH BRIDGE HOUSING - Shelter/Interim Housing Programs

PERSONNEL

Position (FTEs)	(Optional Description)	FY22/23	FY23/24	FY24/25	FY25/26	FY26/27	TOTAL
BHBH Program Supervision		$ -	$ -	$ -	$ 14,486	$ 14,977	$ 29,463
BHBH Program Support		$ -	$ -	$ -	$ 54,689	$ 56,541	$ 111,229
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
TOTAL SALARIES		$ -	$ -	$ -	$ 69,175	$ 71,518	$ 140,692
Benefits Rate (percent)							
BENEFITS		$ -	$ -	$ -	$ 52,393	$ 54,167	$ 106,560
TOTAL PERSONNEL		$ -	$ -	$ -	$ 121,568	$ 125,685	$ 247,252

SUBCONTRACTORS

Subcontractors Name	(Optional Description)	FY22/23	FY23/24	FY24/25	FY25/26	FY26/27	TOTAL
PATH	Interim Housing	$ -	$ -	$ -	$ 260,000	$ 270,000	$ 530,000
Tehama County CoC	HMIS/CES Capacity Expansion	$ -	$ -	$ -	$ 159,550	$ 161,550	$ 321,100
PATH	Navigation Center Equipment	$ -	$ -	$ -	$ 65,000	$ 65,000	$ 130,000
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
TOTAL SUBCONTRACTORS		$ -	$ -	$ -	$ 484,550	$ 496,550	$ 981,100

OTHER DIRECT COSTS

Other Direct Costs	(Optional Description)	FY22/23	FY23/24	FY24/25	FY25/26	FY26/27	TOTAL
Ongoing Normal Repair/Maintenance	Mobile Home	$ -	$ -	$ -	$ 55,000	$ 57,000	$ 112,000
Ongoing Normal Repair/Maintenance	Tiny Home	$ -	$ -	$ -	$ 55,000	$ 57,000	$ 112,000
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
TOTAL OTHER DIRECT COSTS		$ -	$ -	$ -	$ 110,000	$ 114,000	$ 224,000

INDIRECT COSTS

Indirect Cost	(Optional Description)	FY22/23	FY23/24	FY24/25	FY25/26	FY26/27	TOTAL
Indirect Cost Rate (percent)							N/A
TOTAL INDIRECT COSTS		$ -	$ -	$ -	$ -	$ -	$ -

GRAND TOTAL

PERSONNEL

Positions (FTEs)	(Optional Description)	FY22/23	FY23/24	FY24/25	FY25/26	FY26/27	TOTAL
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
TOTAL SALARIES		$ -	$ -	$ -	$ -	$ -	$ -
Benefits Rate (percent)							
BENEFITS		$ -	$ -	$ -	$ -	$ -	$ -
TOTAL PERSONNEL		$ -	$ -	$ -	$ -	$ -	$ -

SUBCONTRACTORS

Subonctractor Name	(Optional Description)	FY22/23	FY23/24	FY24/25	FY25/26	FY26/27	TOTAL
Tehama County CoC	HMIS/CES participatio and licensing fees	$ -	$ -	$ -	$ 11,250	$ 11,250	$ 22,500
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
TOTAL SUBCONTRACTORS		$ -	$ -	$ -	$ 11,250	$ 11,250	$ 22,500

OTHER DIRECT COSTS

Other Direct Costs	(Optional Description)	FY22/23	FY23/24	FY24/25	FY25/26	FY26/27	TOTAL
Training and Travel Expenses	Staff and subcontractor training	$ -	$ -	$ -	$ 21,250	$ 20,233	$ 41,483
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -
TOTAL OTHER DIRECT COSTS		$ -	$ -	$ -	$ 21,250	$ 20,233	$ 41,483

INDIRECT COSTS

INDIRECT COSTS	(Optional Description)	FY22/23	FY23/24	FY24/25	FY25/26	FY26/27	TOTAL
Indirect Cost Rate (percent)							N/A
TOTAL INDIRECT COSTS		$ -	$ -	$ -	$ -	$ -	$ -

GRAND TOTAL

Grand Total	(Optional Description)	FY22/23	FY23/24	FY24/25	FY25/26	FY26/27	TOTAL

Tehama HMIS/CES Capacity Expansion Budget

Description	FY 25/26	FY 26/27	Total
HMIS Administrator (1.0 FTE) *Oversees the management, maintenance, and security of the Homeless Management Information System (HMIS); ensures data quality, accuracy, and compliance with federal, state and local reporting requirements, provides user support and training, and coordinate system updates and project setup across participating agencies. Will oversee CES expansion/improvement of timeliness of assessments and referrals. (Includes Salary, Payroll Taxes & Benefits, with 3% increase in Year 2)*	$73,694	$76,642	**$150,336**
CES Assistant (Bilingual) (0.2 FTE) *Monitors aging assessments within the Coordinated Entry System and contacts participants to obtain updated information; ensures records are current and complete to support accurate prioritization and placement, assists with data entry and documentation as needed. (Includes Salary, Payroll Taxes & Benefits, with 3% increase in Year 2)*	$13,379	$13,914	**$27,293**
HMIS/CES Software *Annual subscription to Social Solutions Apricot CORE, a secure, cloud-based SaaS platform used to manage the Homeless Management Information System (HMIS) and Coordinated Entry System (CES). This subscription covers software licensing, data hosting, technical support, and system maintenance to ensure reliable access, data security, and compliance with federal HMIS data standards.*	$33,900	$33,900	**$67,800**
2-1-1 CES Entry Point Contract *Annual payment to United Way of Northern California for 2-1-1 services, which serve as the primary Entry Point for the Coordinated Entry System (CES). This cost supports call handling, referrals, data collection, and coordination with CES staff to ensure individuals and families experiencing homelessness are efficiently connected to assessment and housing resources.*	$27,800	$27,800	**$55,600**
Operating Expenses *Operating Expenses include general administrative and program support costs necessary to implement HMIS and CES activities. These may include supplies, communication and technology costs, staff training, and other expenses essential to maintaining efficient system operations and data quality.*	$10,777	$9,294	**$20,071**
Total	**$159,550**	**$161,550**	**$321,100**

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Exhibit D

SUBCONTRACT AGREEMENT
SUMMARY COVER SHEET

Subcontract ID:	**20456-CA BHBH- bhbh_632_bhbh_tehama_county -01**
Effective Date:	**June 23, 2023**
Contractor:	**ADVOCATES FOR HUMAN POTENTIAL, INC. (AHP)** 490-b Boston Post Road, Sudbury, MA 01776-3365 Tel: (978) 443-0055 ♦ Fax: (978) 261-1467 **AHP Contracting Officer:** Charles Galland, CLC cgalland@ahpnet.com/978-261-1425 **AHP Project Director:** Deborah Werner 131 N. El Molino, Suite 380, Pasadena, CA 91101 Tel: 818-999-6985 (o) / dwerner@ahpnet.com **AHP Direct Staff Contact:** Michael Helmick **Deputy Project Director** 131 N. El Molino, Suite 380, Pasadena, CA 91101 Tel: 323-843-2750 (c) / mhelmick@ahpnet.com
Subcontractor:	County of Tehama, a Political Subdivision of State of California ("_____") acting through it's Health Services Agency Address: PO Box 400, Red Bluff, CA 96080 Phone: 530 -527 -8491 **Project Contact:** Jayme S. Bottke Email address: jayme.bottke@tchsa.net
Prime Contract Identification:	**Client: California Department of Health Care Services** **Agreement No.: 22-20456** **Contract Title: "Behavioral Health Bridge Housing (BHBH)" Program**
Subcontract Type:	Deliverable Based-Type Contract
Period of Performance:	**June 23, 2023** through **June 30, 2027**
Consideration/Budget:	Professional Services NTE $2,371,591
Billing Terms:	Monthly Invoicing, per **Attachments C** (SOW) **and D** (RATE SCHEDULE)
Payment Terms:	Payment remitted fifteen (15) business days after receipt of undisputed invoice.

(This Page is not part of the Subcontract Agreement and is for Summary/Reference Purposes Only)

SUBCONTRACT AGREEMENT
SUMMARY COVER SHEET

Subcontract ID:	**20456-CA BHBH- bhbh_632_bhbh_tehama_county -01**
Effective Date:	**June 23, 2023**
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Subcontractor:	County of Tehama, a Political Subdivision of State of California ("_____") acting through it's Health Services Agency Address: PO Box 400, Red Bluff, CA 96080 Phone: 530 -527 -8491 **Project Contact:** Jayme S. Bottke Email address: jayme.bottke@tchsa.net
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(This Page is not part of the Subcontract Agreement and is for Summary/Reference Purposes Only)

SUBCONTRACT AGREEMENT

20456-CA BHBH- bhbh_632_bhbh_tehama_county -01

THIS SUBCONTRACT AGREEMENT (the "Subcontract" or "Subcontract Agreement") is entered into by and between **ADVOCATES FOR HUMAN POTENTIAL, INC.,** with offices located at **490-B Boston Post Road, Sudbury, MA 01776,** ("**AHP**" or the "Contractor"), and County of Tehama, a Political Subdivision of State of California acting through it's Health Services Agency, with offices at PO Box 400, Red Bluff, CA 96080 ("_____" or the "Subcontractor" or "County 'Behavioral Health Agency'" or "County BHA," also referred to as a "BHA" and together with AHP, collectively the "Parties").

WITNESSETH:

WHEREAS the State of California through the Department of Health Care Services ("DHCS") is administering the Behavioral Health Bridge Housing Program ("BHBH Program"), including noncompetitive predetermined maximum funding to be awarded to county behavioral health agencies ("Behavioral Health Agencies" or "BHAs") in order to operate bridge housing settings to address the immediate and sustainable housing needs of people experiencing homelessness who have serious behavioral health conditions, including serious mental illness (SMI) and/or substance use disorder (SUD);

WHEREAS the BHBH Program, which was signed into law in September 2022 under Assembly Bill (AB) 179 (Ting, Chapter 249, Statutes of 2022), provided $1.5 billion in funding through June 30, 2027, to address the immediate housing and treatment needs of people experiencing unsheltered homelessness who have serious behavioral health conditions;

WHEREAS DHCS requires BHAs applying for funding to clearly demonstrate how they will reach these historically underserved client populations that are most in need of supportive services;

WHEREAS BHBH Program funding is available for all bridge housing costs including program implementation, outreach and engagement, bridge housing costs and bridge housing start-up infrastructure costs provided beds are made available within one-year of execution of this Agreement;

WHEREAS DHCS has engaged AHP, pursuant to Project No.: 22-20456, hereinafter the "Contract" or "Prime Contract," to serve as the administrative entity supporting the implementation of the BHBH Program, including reviewing BHBH program plans submitted by the BHAs (each a "BHBH Program Plan"), engaging additional consultants to support the BHBH Program implementation, and providing general grant training and technical assistance during the application process and throughout the life of the BHA's BHBH Program Plan; and

WHEREAS AHP and Subcontractor desire and have agreed to enter this Subcontract **20456-CA BHBH-** bhbh_632_bhbh_tehama_county **_-01** to assist in the implementation of the BHBH Program Plan of Subcontractor, and Subcontractor desires to pursue its BHBH Program Plan with DHCS acting through AHP pursuant to the Prime Contract.

NOW, THEREFORE, based upon the foregoing premises, and in consideration of the mutual covenants and agreements herein set forth, the Parties agree as follows:

This Subcontract, and its Attachments (collectively, the "Agreement"), constitutes the entire agreement and understanding between the Parties as to the matters set forth herein. It supersedes all prior understandings, written or oral, between the Parties with respect to the subject matter hereof and has been induced by no representations, statements, or agreements other than those herein expressed. By accepting this Agreement, the Subcontractor agrees to be bound by all terms and conditions and provisions that may be incorporated by reference, and all other Attachments to this Agreement.

IN WITNESS THEREOF, the Parties hereto have executed this Agreement by their duly authorized respective officers as of the day and year last written below.

ADVOCATES FOR HUMAN POTENTIAL, INC. ("AHP")

By: DocuSigned by: Charlie Galland AFB9BE9892E5471...

CHARLES GALLAND, CHIEF LEGAL COUNSEL

Date: 4/20/2024

County of Tehama, a Political Subdivision of State of California

acting through it's Health Services Agency

("_____")

By: DocuSigned by: Jayme Bottke E28E8F189E62493...

Jayme Bottke

Executive Director

Date: 4/19/2024

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SECTION 1. PRIVITY OF CONTRACT

This Agreement is funded in whole with funds from the State of California Department of Health Care Services ("DHCS" or "Client") through DHCS's BHBH Program. Neither the DHCS nor any of its departments, agencies, or employees is or will be a party to this Agreement or any lower tier subcontract/consulting arrangement. No privity between DHCS and Subcontractor is established by this Agreement, and no privity exists between AHP, DHCS and Subcontractor under the Prime Contract.

SECTION 2. NATURE OF THE SUBCONTRACT

2.1 Type of Subcontract

This is a **Deliverable Based-type Subcontract Agreement.** Subcontractor's account system must be capable of allocating and segregating costs applicable to this Subcontract Agreement.

2.2 Funding

All amounts under this Subcontract Agreement reference US dollars. No costs will be incurred except those specifically proposed by the Subcontractor to and approved by AHP in the Subcontractor's Statement of Work, specified in **Attachment C** ("SOW"), and Subcontractor shall perform the work within the funding allocations/budget/rates, specified in **Attachment D** ("Rate Schedule").

This Subcontract Agreement is entered into, and the obligation to fund is made, based upon the appropriation under the Prime Contract. Should this appropriation or any funds allocated to the Prime Contract be reduced subsequent to the entering into this Subcontract Agreement or should the scope of the SOW be redirected by AHP or DHCS so as to affect the work envisioned to be subcontracted, AHP shall have the right to reduce the funds allocated to the Subcontractor pursuant to this Subcontractor Agreement or cease to provide funding to the extent that funds are no longer available under the Prime Contract to affect a termination (at its sole discretion) pursuant to the termination provisions of Section 8 of this Agreement.

2.3 This Agreement hereby incorporates by reference, the Request for Applications ("RFA"), Subcontractor's application in response to the RFA (the "Application") and Subcontractor's BHBH Program Plan or DHCS approved Program Plan update, including any associated budget, or DHCS approved associated budget update, incorporated in the BHBH Program Plan. Subcontractor shall comply with the terms and conditions outlined in the RFA, the Application, and Subcontractor's DHCS approved BHBH Program Plan or Program Plan update, including any associated budget, or DHCS approved budget update, incorporated therein.

Total funds currently available for payment and allotted to this Subcontract Agreement are NOT TO EXCEED (NTE) **Two MILLION Three HUNDRED Seventy One THOUSAND Five HUNDRED Ninety One DOLLARS ($2,371,591.)**

SECTION 3. SUBCONTRACTOR PERFORMANCE AND DELIVERY

3.1 Period of Performance

The Base performance period is **June 23, 2023, through June 30, 2027,** unless sooner terminated in accordance with the terms of this Subcontract Agreement. Any extensions to the period of performance will be supported by a written modification to the Subcontract Agreement, and any changes or additions to the Agreement's SOW deliverables/days of performance shall be determined at that time.

BHBH Program funding must be spent no later than June 30, 2027. BHA funding will be monitored and paid through reimbursement invoicing, based on the achievement of identified milestones provided through required reporting, as outlined below. Changes to the BHBH Program Plan, including the timeline, and budget modifications will be accepted only by written request and must be approved by DHCS. BHA progress will be reviewed annually. If a county BHA is not on track to meet funding deliverables and spend its full contracted amount, DHCS reserves the right to redistribute those grant funds to other eligible county BHAs.

Whenever Subcontractor knows, or reasonably should know, that any actual or potential condition is under delay, or threatens to be under delay, of the timely performance of work, it shall, within ten (10) calendar days, provide AHP with written notice, including all relevant information with respect to the condition(s) and delay.

3.2 Time of the Essence

TIME IS OF THE ESSENCE in Subcontractor's performance of its obligations under this Agreement.

3.3 Delivery Schedule

Satisfactory performance of deliverables shall be deemed to occur upon delivery and acceptance by the Project Director or another appointed AHP Staff ("Staff") of the items as described in the SOW. All deliverables shall be submitted as directed by the Project Director or Staff. In no event shall Subcontractor submit a deliverable directly to the DHCS unless specifically directed to do so by the Project Director/AHP Direct Staff Contact or his/her designee or DHCS.

Upon request, a copy of all written deliverables shall also be delivered to:

Mr. Charles Galland, Chief Legal Counsel
Advocates for Human Potential, Inc.
490-B Boston Post Road, Sudbury, MA 01776 | **cgalland@ahpnet.com**

3.4 BHBH Program Plan; Reporting and Monitoring

Upon receipt of notice that a Subcontractor's Application is approved, the Subcontractor shall submit its BHBH Program Plan to AHP together with its SOW and payment Schedule as addendum for this Subcontract Agreement. The BHBH Program Plan must include the minimum County BHA program requirements as set forth by DHCS, the RFA, the BHBH Program Plan, and all other applicable local, state, and federal laws (collectively, the "Program Requirements"). The BHBH Program Plan shall include a monitoring and reporting plan that the Subcontractor is responsible for implementing.

Any amendment to the BHBH Program Plan must be submitted to AHP in writing and forwarded to and approved by DHCS. AHP shall notify the Subcontractor of DHCS' approval or disapproval of any amendment within fifteen (15) days of receipt of such approval or disapproval. No amendment to the BHBH Program Plan shall be valid until DHCS approves the same. The previously approved BHBH Program Plan shall remain in effect until approval is communicated to the Subcontractor by AHP via in accordance with the notice provisions of this Subcontract Agreement. Any approved amended BHBH Program Plan shall be incorporated into this Agreement upon such approval.

The Subcontractor shall comply with all reporting and monitoring requirements in the BHBH Program Plan, Program Requirements, or as directed by AHP and DHCS.

SECTION 4. STATEMENT OF WORK / START-UP INFRASTRUCTURE

a) This Agreement is entered under the authority of and in furtherance of the BHBH Program and the RFA issued by DHCS and the Subcontractor's Application. In addition, this Agreement hereby incorporates by reference the Subcontractor's approved Application, BHBH Program Plan, any DHCS approved BHBH Program Plan update, budget, any DHCS approved budget update, and any report submitted by Subcontractor which has relied upon by AHP.

b) Seventy-five percent (75%) of BHBH Program funding must be used for the costs of operating bridge housing, including shelter and interim housing, rental assistance, auxiliary funding for assisted living settings and housing navigation. Up to twenty-five percent (25%) may be used for (i) Program Implementation, (ii) outreach and engagement, and/or (iii) bridge housing infrastructure start-up costs.

   i. Bridge housing infrastructure start-up funding shall be limited to Seventy-five Thousand Dollars ($75,000) per bed and shall not exceed twenty-five percent (25%) of the total amount of BHBH program funds awarded under this Agreement. All bridge housing infrastructure start-up activities must be complete, and beds made available within one (1) year of execution of this Agreement. Subcontractor shall provide a schedule that demonstrates that the BHBH Project can be completed within the allowable timeline.

   ii. If the BHBH Program Plan requires the utilization of BHBH Program funds for the acquisition (or renovation) of real estate, then Subcontractor shall obtain the preapproval of DHCS, through AHP, and shall provide AHP with evidence of site control. "Site control" shall mean deeded ownership,

executed purchase and sale agreement, or other binding agreement to the satisfaction of AHP.

iii. Subcontractor is eligible to receive up to ninety percent (90%) of the costs of acquisition up front upon meeting site control documentation requirements set forth in this Section 4. Upon reconciliation of the expenditure of theses up-front funds, Subcontractor is then eligible to receive the balance of the BHBH Program funds for acquisition with reconciliation upon completion of the acquisition.

iv. If the BHBH Program Plan requires funds addressing the renovation of real estate, BHAs are eligible to receive up to fifty percent (50%) of the costs up front upon presentation of documentation that substantiates the expenditure. Upon reconciliation of the expenditure of these up-front funds, the BHA is then eligible to receive the next forty percent (40%) of renovation costs upon the reconciliation of same and a so called "desk review" conducted for all expenditures up to ninety percent (90%), with the balance of the BHBH Program funds with reconciliation upon completion of the remaining expenditures and project completion. Desk reviews under this Agreement shall be inclusive of the documentation required to be retained by the BHA and a random sampling of invoices/charges for expenditures.

v. In order to meet the one (1) year completion requirement, Subcontractor may begin incurring expenses (at its own risk) for reimbursement upon receipt of conditional award by DHCS.

c) For all other BHBH Program Plans, funding will be obtained in increments of twenty-five percent (25%) upon meeting the documentation requirements required by DHCS. BHBH Program projects are subject to review, annually, at AHP's and/or DHCS's sole determination.

d) The Subcontractor's BHBH Program funds as set forth herein shall be used solely for the purposes set forth within this Agreement, the BHBH Program Plan and as detailed in the SOW, contained herein. The Subcontractor shall be solely responsible for any costs to complete the BHBH Program Plan in excess of the funds awarded herein and as set forth in **Attachment D**. The Subcontractor shall return any excess or remaining BHBH Program funds to the State of California upon completion of its BHBH Program Plan.

e) Subcontractor is solely liable and responsible for any increases in costs that exceed those awarded to the Subcontractor under the BHBH Program. In the event costs exceed the award, the Subcontractor shall provide a financial plan, to AHP for review for an increase to its Program costs within thirty (30) days of having to pay for the additional costs. AHP, at the sole discretion of DHCS, will either approve or deny Subcontractor's request. Neither DHCS nor AHP are obligated to approve any request to increase funding and shall not be liable or responsible for any increased costs necessary for the Subcontractor to complete the BHBH Program Plan.

f) In the event AHP or DHCS determines the BHBH Program is behind schedule and/or may not meet funding deliverables, based upon the monitoring reports submitted by Subcontractor, AHP, at the sole discretion of DHCS, may refuse to disburse additional Program Funds and reduce the amount of the Program Funds.

g) Subcontractor, or any lower-tiered subcontractor or independent consultant, is solely responsible and liable for the Subcontractor's or any lower-tiered subcontractor or independent consultants, performance and compliance with the terms and conditions within this Agreement, and the BHBH Program requirements.

h) AHP reserves the right to subcontract with a third party in order to review and validate any requests for funding, site visits, inspections, reviews, or other items, AHP deems necessary and shall notify Subcontractor of the same.

i) Subcontractor shall maintain an internal quality control program adequate to ensure that the requirements of this Agreement are fully satisfied throughout the term of this Agreement. The work of the Subcontractor and any of its subcontractors and consultants shall be performed in accordance with high standards of professional skill.

SECTION 5. SUBCONTRACTOR TRAVEL

a) Travel ☒ is authorized under this Subcontract Agreement.

b) Travel ☐ is not authorized under this Subcontract Agreement.

Please refer to "Travel and Per Diem Reimbursement" provisions set forth in **Attachment B.**

SECTION 6. CONTRACT ADMINISTRATION DATA

6.1 Contractor Representatives:

The following individual is designated as AHP's Contracting Officer, and is authorized to direct or negotiate any changes in the SOW, modify or extend the period of performance, change the delivery schedule, authorize reimbursement to Subcontractor of any costs incurred during the performance of this Agreement, or otherwise change any terms and conditions of this Agreement:

Mr. Charles Galland, Chief Legal Counsel
Advocates for Human Potential, Inc.
490-B Boston Post Road, Sudbury, MA 01776
cgalland@ahpnet.com / (978) 443-0055 x425

The following individual(s) is/are designated for purposes of administering the contractual progress of the Agreement, and for purposes of providing technical direction and guidance:

AHP Direct Staff Contact: Deborah Werner, Project Director

131 N. El Molino, Suite 380, Pasadena, CA 91101
Tel: 818-999-6985 (o) / dwerner@ahpnet.com

6.2 Subcontractor Representatives:

The following individual is designated as Subcontractor's Contracting Officer and is authorized to conduct business, negotiate modifications and changes to any terms and conditions of this Agreement:

DocuSigned by:
Jayme Bottke Executive Director
E28E8F1B8E62493...
Name/Title

jayme.bottke@tchsa.net 530-527-8491 x3166
Email/phone

The following individual is designated as Subcontractor's Project Manager for purposes of administering this Agreement:

Name/Title

Email/phone

6.3 Compensation, Billing Instructions, and Payment

a) This is a Deliverables Based Subcontract Agreement, with a not to exceed ("NTE") amount of **Two MILLION Three HUNDRED Seventy One THOUSAND Five HUNDRED Ninety One DOLLARS ($ 2,371,591).** Subcontractor shall be paid in accordance with **Attachment D**. In addition, all Subcontractor costs are subject to allowability and reasonableness, and any restrictions contained in the Prime Contract.

b) Invoices shall be submitted per **Attachments C and D**, no more frequently than quarterly, submitted on letterhead, and shall provide sufficient detail, including at least the following information on each invoice:
   i. Subcontractor's Name
   ii. Subcontractor's TIN/EIN
   iii. Subcontract Agreement ID: **20456-CA BHBH- bhbh_632_bhbh_tehama_county**
   iv. Invoice No.
   v. Invoice Date
   vi. **AHP's Project & Billing Number(s) applicable to the tasks/deliverables invoiced, as per the SOW, attached.**
   vii. Amount Due on the Invoice.
   viii. Other substantiating documentation or information as may be requested by AHP.

ix. An original signature of an authorized official of Subcontractor, with the following certification: "I hereby certify that all payments requested are for appropriate purposes and in accordance with the terms and conditions set forth in the Agreement between the Parties."
x. Name/title/telephone number of the person to contact in case of questions about the invoice.
xi. Name, title, phone number, and mailing address of official to whom payment is to be sent.

c) The cost of overnight or courier delivery of invoices are not reimbursable under this Subcontract.

d) Invoices shall be sent electronically to: AP2@AHPNET.COM. Upon receipt of an Invoice, proper in form, and accepted and approved by AHP ***(approval of the Invoice shall mean that AHP's Project Director or assigned AHP staff has reviewed, accepted, and signed the Invoice)***, payment shall be remitted within fifteen (15) business days after receipt of undisputed invoice. All payment questions shall be addressed to AHP Accounts Payable at (978) 443-0055.

e) Subcontractor's right to payment shall be contingent upon AHP's review of the Invoices and backup documentation provided for in this Agreement, together with any attachments, and that the review shall demonstrate the achievement of satisfactory performance against the SOW in **Attachment C** and the BHBH Program Plan. Should Subcontractor's lack of satisfactory performance endanger Subcontractor's ability to complete the BHBH Program Plan and SOW, a cure notice shall be issued to Subcontractor. Subcontractor shall respond in five (5) business days with a plan to cure such notice. Should the cure not be feasible, or if the cure fails within the agreed upon time frame, AHP may terminate the Subcontract Agreement immediately upon written notice.

f) Supporting Documentation: Subcontractor shall provide such supporting documentation for invoices as may be requested by AHP, or as may be necessary for compliance with AHP's billing to the Client.

g) In satisfaction of the Subcontractor's obligation to complete the task(s) called for in **Attachment C, "Statement of Work,"** the Subcontractor shall provide the deliverable(s) specified within the period of performance of this Agreement. If, at any time, Subcontractor falls behind meeting the funding deliverables, disbursement of BHBH Program funds may be discontinued, and Subcontractor may not be entitled to any further disbursements of BHBH Program funds, at the sole discretion of DHCS.

h) Upon budget approval for all bridge housing infrastructure start-up costs, and an approved budget for BHBH Program Plan project, or any DHCS approved updates to those documents, AHP and DHCS may fund those costs based upon the two options described below:

i. Reimbursement for costs, submitted to AHP by invoice, incurred by Subcontractor that shall require approval by AHP. Subcontractor shall also submit reports and photos documenting the Program's progress; or

ii. Advance payments in accordance with the approved BHBH Program funds and milestone schedules set forth in Section 4, above. Funds shall be disbursed upon AHP receiving and approving a cost reimbursement form from the Subcontract, together with any other reasonable documentation requested by AHP.

6.4 Final Payment and Closeout

Subcontractor must invoice for all final costs within ninety (90) days following completion of this Agreement and will provide all documentation necessary for a timely closeout of this Agreement including the submission of a "Final Invoice," a "Release of Claims," "Assignment of Refunds," and/or other closeout documents as may be required or reasonably requested by AHP. Payment of the Final Invoice may be withheld, pending completion and acceptance by AHP of all work performed, submission of all required documentation and/or substantiation of all work performed or delivered, and submission of all required administrative forms and technical reports. These rights and obligations shall survive the termination of this Subcontract Agreement.

SECTION 7: CHANGES AND MODIFICATIONS

a) AHP may at any time make unilateral changes, within the general scope of this Agreement, in the definition, time of performance, or quantity of services to be performed; provided however, any determination made by AHP shall not impose a substantial burden on the Subcontractor.

b) If any change causes an increase or decrease in the budgeted cost for performance of any part of the work under this Agreement, Subcontractor shall propose a new budget. Upon AHP and DHCS' approval of the revised budget, AHP shall issue a notice to the Subcontractor containing that revised budget. Subcontractor must assert any claim for adjustment under this clause within thirty (30) days from the date of receipt. If the Subcontractor fails to assert a claim for adjustment within thirty (30) days or if the Subcontractor does not have any claims for adjustment to assert, then the DHCS approved revised budget shall be incorporated into this Subcontract by reference, as so amended and accepted, and the Subcontractor shall comply with the terms of that DHCS approved revised budget, as if set forth in the original budget and a part of the original Attachment to this Subcontract.

c) Failure to obtain approval under Section 7 of any adjustment on a timely request that is submitted within the thirty (30) day period allowed shall be deemed a dispute concerning a question of fact within the meaning of Section 13 of this Subcontract Agreement entitled "Disputes/Applicable Laws," below. Notwithstanding any failure to agree to any such adjustment, Subcontractor shall diligently proceed with the work as changed.

d) AHP and/or DHCS may request additional Subcontractor documentation, signatures, missing items, or omitted information during the response review process. AHP

and/or DHCS will advise the Subcontractor verbally, by fax, email or in writing of any documentation that is required and the submission timeline. Subcontractor's failure to submit the required documentation by the date and time indicated may cause AHP or DHCS to deem a response nonresponsive and eliminate it from further consideration.

e) The foregoing notwithstanding, should either Party desire during the term of this Agreement to change or modify a term, such changes or modifications shall be proposed in writing to the other Party, who will respond in writing within thirty (30) days of receipt as to whether the proposed change/modification is accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made consistent with the provisions of Section 7.

SECTION 8: CANCELLATION / TERMINATION

a) AHP may terminate this Agreement upon thirty (30) days' notice if the Prime Contract is terminated by DHCS, any breach under this Subcontract Agreement remains uncured per the provisions hereunder and/or AHP is directed by DHCS to terminate this Agreement.
b) Upon receipt of a notice of termination or cancellation from AHP, Subcontractor shall take immediate steps to stop performance and to cancel or reduce subsequent contract costs.
c) The Subcontractor shall be entitled to payment from all allowable costs authorized under this Agreement and incurred up to the date of termination or cancellation, including authorized non-cancelable obligations, provided such expenses do not exceed the stated maximum amounts payable. Upon termination of this Agreement for any reason, neither AHP nor DHCS shall be liable for any work that is not performed in accordance with this Agreement.

SECTION 9: SUBCONTRACTOR OBLIGATIONS

9.1 Subcontractor shall comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Subcontractor's performance under this Agreement.

9.2 Subcontractor shall comply with all Program Requirements, including any related DHCS guidance, regulations, and/or subsequent additions or amendments thereto. Should these requirements change through state and/or federal statute or regulations, the Subcontractor shall maintain compliance with those requirements, as directed by AHP.

9.3 AHP may perform inspections, review procedures, documents pertaining to the SOW, the BHBH Program Plan and other elements of this Agreement, perform on-site visits, desk reviews to ensure Subcontractor's compliance with Sections 9.1 and 9.2, above, as well as protect against fraud, waste, and abuse.

9.4 In the event Subcontractor does not comply with Sections 9.1 and 9.2, above, AHP shall give notice in accordance with this Agreement and have all of the rights set forth in Section 8, above, and within the entirety of this Agreement.

9.5 Upon AHP's request or upon a determination of DHCS', Subcontractor shall allow DHCS and AHP to review Subcontractor's records to ensure funds were properly charged.

SECTION 10: DATA COLLECTION AND PERFORMANCE

10.1 Subcontractor is subject to any data collection and reporting requirements set forth by the Prime Contract when conveyed to the Subcontractor by AHP. Subcontractor shall provide supporting documentation as may be requested by AHP, or as may be necessary for compliance with AHP's obligations to DHCS. Additionally, Subcontractor shall comply with all reporting and monitoring requirements set forth in the BHBH Program Plan and the Program Requirements. The foregoing data collection and reporting requirements as well as the reporting and monitoring requirements herein are in addition to, and not in substitution of, any and all requirements set forth in this Agreement and this Section 10.1 is not intended to limit or reduce such requirements previously set forth in this Agreement.

10.2 Monitoring and Site Inspection

a) The Subcontractor shall be subject to monitoring by AHP and/or DHCS for compliance with the provisions of this Agreement. Such monitoring activities shall include, but are not limited to, inspection of the Subcontractor's procedures, books, and records, as AHP and/or DHCS deem appropriate. AHP and/or DHCS may conduct monitoring activities at any time during the Subcontractor's normal business hours.

b) AHP and/or DHCS may conduct reviews of the Subcontractor's records to determine if any of the claimed expenditures were an improper use of funds.

c) The refusal of Subcontractor to permit access to physical facilities and/or inspection of any documents, files, books, or records necessary for AHP to complete its monitoring and inspection activities in accordance with this Section 10 constitutes an express and immediate material breach of this Agreement and will be a sufficient basis to terminate this Subcontract Agreement for cause pursuant to Section 8.

SECTION 11: ORGANIZATIONAL CONFLICT OF INTEREST

Subcontractor warrants to the best of its knowledge and belief at this time, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest ("OCI"), as defined in Federal Acquisition Regulations ("FAR") Subpart 9.5, or that Subcontractor has disclosed all such relevant information, and will disclose any actual or potential OCI that is discovered, including a description of activities that Subcontractor has taken or proposes to take, after consultation with the AHP Contracting Officer, to avoid the conflict. During the term of this Agreement, Subcontractor shall not enter into other contracts or arrangements or otherwise engage in work that will conflict with the Parties' relationship of trust and cooperation or that may otherwise conflict with the Subcontractor's obligations.

SECTION 12: INDEMINIFACTION

a) Subcontractor shall indemnify and hold harmless AHP and DHCS and their officers, employees and agents for any costs and expenses incurred, including reasonable attorneys' fees, judgments, settlements, or penalties, against all liabilities, claims, suits, demands or liens for damages to persons or property ("Claims," unless such Claims arise from the gross negligence or willful misconduct of AHP or DHCS), arising out of, resulting from, or relating to, the following:

   i. Any act, omission, or statement of the Subcontractor, or any person employed by or engaged under contract with the Subcontractor that results in injury (including death), loss, or damage to any person or property;

   ii. Any failure on the part of the Subcontractor to comply with applicable government requirements and requirements of law;

   iii. The failure to maintain the insurance policies required by this Subcontract Agreement, or the work performed, inclusive of Intellectual Property infringement, if applicable, under this Subcontract Agreement. Insurance coverage that may be required shall in no way lessen or limit the liability of Subcontractor under the terms of this obligation;

   iv. Any failure on the part of the Subcontractor to satisfy all claims for labor, equipment, materials, and other obligations relating to the performance of the work hereunder;

   v. Any injury to property or person occurring on or about the infrastructure or the property of Subcontractor;

   vi. Any actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this Agreement, provided the Subcontractor is reasonably notified of such claims and proceedings; and

   vii. Any actual or alleged unauthorized use or disclosure of any trade secret, confidential information or other proprietary interest, work product, or other information owned by the Government, DHCS or AHP under the terms of this Agreement.

b) Subcontractor shall indemnify under this Section 12 for any of the above acts attributable to its employees, consultants, agents, and/or lower-tiered subcontractors/independent consultants engaged in performance of the work under this Agreement.

c) This indemnification shall survive the expiration or termination of the Agreement.

SECTION 13: DISPUTES/APPLICABLE LAWS

13.1 Disputes

Any dispute arising out of, or relating to, this Agreement that is not resolved by the good faith efforts of the Parties, shall be settled by submission to a panel consisting of one arbitrator under the Commercial Rules of the American Arbitration Association ("AAA").

The Parties shall bear equally the costs assessed by the AAA, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Venue for the arbitration shall be in [ ] County, California. The decision of the arbitrator shall be final, conclusive, and unappealable, except in the event of fraud or the arbitrator's failure to disclose a material conflict of interest. The prevailing Party, in addition to any damages awarded by the arbitrator, shall be entitled to costs and reasonable attorneys' fees, the amount of which shall be determined by the arbitrator, in the event the Parties are unable to agree.

☐ Check-the-Box if Subcontractor is electing to institute a legal action or other court proceeding with respect to any dispute arising out of, or relating to, this Agreement that is not resolved by the good faith efforts of the Parties (herein, the "Dispute"). Upon such election, the Dispute shall be adjudicated in any court of competent jurisdiction over the matter in [ ] County, California. The prevailing party in a final, non-appealable judgement regarding the Dispute is entitled to receive, and the non-prevailing party shall pay, in addition to all other remedies to which the prevailing party may be entitled, the costs and reasonable attorneys' fees, the amount of which shall be determined by the court, in the event the Parties are unable to agree.

13.2 Applicable Laws

Subcontractor agrees to comply with the applicable provisions of federal, state, and local laws or ordinances, and all orders, rules, and regulations issued thereunder, and in such a manner that the name of the other party will not be discredited. Where a FAR provision or clause, or any other federal statute, regulation, or clause is incorporated in or applicable to this Agreement or work being performed under it, federal law shall govern the interpretation and application thereof. If federal law is not applicable, the appropriate law of the State of California shall apply, exclusive of that body of laws known as conflicts of law. This Section 13 shall survive the expiration or termination of the Subcontract Agreement.

a) If the Subcontractor fails to comply with federal statutes, regulations, or terms and conditions of this Agreement, AHP may impose additional conditions on the Subcontractor, including:

   i. Withholding authority to proceed to the next phase until receipt of evidence acceptable of performance within a given performance period
   ii. Requiring additional or more detailed financial reports;
   iii. Requiring technical or management assistance; and/or
   iv. Establishing additional prior approvals.

b) In the event AHP and/or DHCS determines that the Subcontractor's noncompliance cannot be remedied by imposing additional conditions, AHP may take one or more of the following actions:

   i. Temporarily withhold cash payments pending correction of the deficiency by the Subcontractor.

   ii. Disallow all or part of the cost of the activity or action not in compliance.

iii. Wholly or partly suspend the Subcontract Agreement activities or terminate the Subcontract Agreement.

iv. Withhold further agreements.

v. Take any and all other remedies that may be legally available.

SECTION 14: CERTIFICATIONS

By signature to this Subcontract Agreement, Subcontractor makes the following Representations and Certifications:

a) Debarment and Suspension: Neither Subcontractor nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible nor voluntarily excluded by any Federal department or agency from participating in transactions. Any change in the debarred or suspended status of the Subcontractor during the life of this Subcontract Agreement will be reported immediately to AHP. Subcontractor shall incorporate this Debarment and Suspension certification into any subcontract that it may enter into as a part of this Subcontract.

b) Prohibition To Perform Duties: Subcontractor is not prohibited, precluded, or restricted from performing the duties required under the SOW and the BHBH Program Plan, due to previous employment obligations, restrictions, commitments, or agreements that Subcontractor has with any other federal, state, and local government agency.

c) Federal Civil Rights Act/Equal Opportunity: Subcontractor will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, and will not discriminate against any employee or applicant for employment because of age, race, religion, creed, color, sex, or national origin.

d) Labor Laws: Subcontractor certifies that it complies with all applicable labor laws, including, but not limited to, the Walsh-Healy Act and the Contract Work Hours and Safety Standards Act (41 U.S.C. 51-58) regarding overtime compensation.

e) Americans with Disabilities Act: Subcontractor agrees to ensure that deliverables developed and produced, pursuant to this Agreement shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act and Americans with Disabilities Act of 1973 as amended (29 U.S.C 794(d)) and regulations implementing that Act as set forth in in Part 1194 of Title 36 of the Federal Code of Regulations. In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 11135 codifies section 508 of the ACT requiring accessibility of electronic and information technology.

f) Employee Compliance: Subcontractor will require all employees, entities and individuals providing services in connection with the performance of this Subcontract to comply with the provisions of this Agreement and with all Federal, State, and local laws and regulations in connection with this work.

g) Code of Ethics: Subcontractor has a Code of Ethics addressing at least the following areas: accurate accounting records and reporting; gifts and entertainment to Government customers; hiring of former government employees; protection of Government proprietary and source selection

information; extending and receiving business courtesies; and personal and organization conflicts of interest.

h) Age Discrimination Act of 1975 (45 CFR Part 90).
i) Section 1557 of the Affordable Care Act.
j) Trafficking Victims Protection Act of 2000 (22 USC 7104(G), as amended, and 2
k) CFR Part 175.
l) Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control ACT (33 USC 1251-1387), as amended.
m) Byrd Anti-Lobbying Amendment (31 USC 1352): The Subcontractor shall certify to DHCS that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an office or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. The Subcontractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal Award.
n) Confidentiality of Substance Use Disorder Patient Records: (42 CFR Part 2, Subparts A-E). The Subcontractor shall comply with the regulation set forth in 42 CFR Part 2, Subparts A-E, including the responsibility for assuring the security and confidentiality of all electronically transmitted patient material.

SECTION 15: RECORDS AND RECORD KEEPING

a) The Subcontractor shall retain all financial records, supporting documents, statistical records, and all other pertinent records in accordance with 45 CFR Section 75.361.
b) AHP, SAMHSA, the Inspector General, the Controller General, and DHCS, as applicable, or any of its authorized representatives, have the right to access any pertinent documents, papers, or other records of the Subcontractor, for the purpose of performing audits, examinations, excerpts, and transcripts. The right to access records also includes timely and reasonable access to the Subcontractor's personnel for the purpose of interview and discussion related to the requested documents.
c) The right to access records is not limited to the required retention period but lasts as long as the records are retained by the Subcontractor.

SECTION 16: EXPENSE ALLOWABILITY/FISCAL DOCUMENTATION

a) Invoices, received from a Subcontractor and accepted and/or submitted for payment by AHP, shall not be deemed evidence of allowable agreement costs under this Subcontractor Agreement.
b) The Subcontractor shall maintain for review and audit and supply to AHP upon request, adequate documentation of all expenses claimed pursuant to this Agreement to permit a determination of expense allowability.
c) If the allowability or appropriateness of an expense cannot be determined by AHP because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed, and payment may be withheld by AHP. Upon receipt of adequate documentation supporting a

disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

d) Costs and/or expenses deemed unallowable are subject to recovery by AHP. See Section 17, "Recovery of Overpayments," below, for more information.

SECTION 17: RECOVERY OF OVERPAYMENTS

a) Subcontractor agrees that claims based upon a contractual agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by AHP by one of the following options:

   i. Subcontractor's remittance to AHP of the full amount of the audit exception within thirty (30) days following AHP request for payment; or
   ii. A repayment schedule which is agreeable to both AHP and the Subcontractor.

b) AHP reserves the right to select which option will be employed and the Subcontractor will be notified by AHP in writing of the claim procedure to be utilized.

c) Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the California State Treasurer's Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Subcontractor, beginning thirty (30) days after the Subcontractor's receipt of AHP's demand for repayment.

d) If the Subcontractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Subcontractor loses the final administrative appeal, the Subcontractor shall repay, to AHP, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Subcontractor's first receipt of AHP's notice requesting reimbursement of questioned audit costs or disallowed expenses.

SECTION 18: BEST EFFORTS

During the term of this Agreement, Subcontractor shall use Best Efforts in order to satisfy all the requirements of the Work to be performed under this Agreement, **Attachment C**, and the BHBH Program Plan.

THIS AGREEMENT CONSISTS OF EIGHTEEN (18) TYPEWRITTEN PAGES, TOGETHER WITH THE ATTACHMENTS IDENTIFIED BELOW ON PAGE 19 ("LIST OF ATTACHMENTS") AND COMMENCING ON PAGE 20 WITH ATTACHMENT A, STANDARD SUBCONTRACT TERMS AND CONDITIONS, AND ALL OF WHICH ARE HEREBY INCORPORATED INTO THIS SUBCONTRACT AGREEMENT.

LIST OF ATTACHMENTS

TITLE	No. of Pages
Attachment A – Standard Subcontract Terms and Conditions	1
Attachment B – Special Terms and Conditions	25
Attachment C – Statement of Work	1
Attachment D – Rate Schedule	1
Attachment E – Intentionally Left Blank	1
Attachment F – Special Real Estate Requirements	7
Attachment G – Subcontractor Certification	7
Exhibit G – EO Sanction Notification	1

ATTACHMENT A-STANDARD SUBCONTRACT TERMS AND CONDITIONS

Headings: Headings are for convenience of reference only and shall in no way affect interpretation of this Agreement.
Independent Contractor: Subcontractor is engaged as an independent contractor, and this Agreement shall not be construed as creating any other relationship. Subcontractor shall comply with all laws and assume all risks incident to its status as independent contractor, and necessary to comply with specific requirements of this Agreement, including, but not limited to, payment of all applicable federal/state income taxes, associated payroll/business taxes, and licenses and fees, as applicable.
No Agency: Subcontractor, its employees, agents or assigns, shall not represent, act or purport to act, or be deemed to be an agent, representative, or employee of AHP, or commit or obligate AHP to any other person or party.
No Assignment: This Agreement, or any duties/obligations imposed shall not be assigned, delegated, or otherwise transferred.
Changes to be Made in Writing: Unless otherwise specified that AHP may make a unilateral modification, no understanding, agreement, modification, change order, or other matter affecting this Subcontract shall be binding, unless in writing, signed by both Parties' Contracting Officer. No handwritten changes shall be effective unless initialed by each Contracting Officer.
Limitation of Liability upon Termination: AHP's maximum aggregate liability to Subcontractor is limited to the total dollar amount of work properly performed by Subcontractor up to the effective date of termination, together with any *authorized* travel, or *authorized* expenses incurred under the Subcontract that cannot be canceled. AHP is not liable for any special, indirect, incidental, consequential, or punitive damages, nor for any loss of goodwill, profits, data, or loss of use arising out of, resulting from, or in any way connected with the performance or breach of this Subcontract, even if advised of the possibility of such damages.
Force Majeure: Neither Party shall be liable to the other for loss or damages due to failure or delay in rendering performance caused by circumstances beyond its reasonable control, if such failure could not have been overcome by the exercise of due diligence, due care, or foresight. Causes may include, but are not limited to, acts of God or a public enemy; wars; acts of terrorism; riots; fires; floods; epidemics; quarantine restrictions; labor disputes; strikes; defaults of subcontractors/vendors; failure/delays in transportation; unforeseen freight embargoes; unusually severe weather; or any law/order/regulation/request of a state or local governmental entity, the US Government, or of any agency, court, commission, or other instrumentality of any such governments. Times of performance under this Agreement may be appropriately extended for excused delays if the Party whose performance is affected promptly notifies the other of the existence and nature of such delay.
Scientific Misconduct: Subcontractor shall immediately report to AHP any instance of scientific misconduct or fraud related to performance of work under this Agreement.
Notices: Notices shall be in writing, sent by USPS Certified Mail-RRR, or any overnight delivery/courier service, and notice shall be deemed given when personally delivered, (or three (3) days after being sent by prepaid certified U.S. mail).
Litigation: Subcontractor shall provide written notice to AHP of any litigation that relates to this Subcontract, or that has the potential to impair its ability to fulfill this Contract, including but not limited to. Financial, legal, or other situations.
Publicity: Without prior written approval of the other, neither Party shall use the other's name or make reference to the other Party or any of its employees in publications, news releases, advertising, speeches, technical papers, photographs, sales promotions, or publicity purposes of any form related to this work or data developed hereunder, unless disclosure of such materials is required by legal, accounting, or regulatory requirements beyond the disclosing Party's reasonable control. Use of either Party's name may be made in internal documents, annual reports, proposals, etc. which may identify the existence of the project by title, principal investigator or project director, sponsor, period of funding, amount of award and brief abstract of the project. This section shall survive expiration/termination of this Subcontract Agreement.
Restrictions on Hiring: During the period of this Agreement, and for a period of two (2) years after its termination, neither Party shall directly or indirectly, induce or solicit (or authorize or assist in the taking of any such actions by any third party) any employee or consultant of the other Party to leave his/her business association with that Party. Parties are not restricted in the right to solicit or recruit generally in the media.
Survival: Except as otherwise stated, sections that by their terms impose continuing obligations or establish continuing rights shall be deemed to survive the expiration/termination of this Subcontract.
Validity and Waiver: The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of other provisions. Waiver of a breach of any provision shall not constitute a waiver of any subsequent breach of that provision, or a breach of any other provision. AHP's failure to enforce any provision of this Agreement shall not be construed as a waiver. Only AHP's Contracting Officer has the authority to waive any term or condition of this Subcontract on behalf of AHP.
Interpretation: This Contract shall be interpreted and construed in accordance with its fair meaning, and not strictly for or against either Party, regardless of who may have drafted it or any specific provision.
Counterparts/Other Instruments: The Parties may execute this Contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. The Parties shall properly make, execute, and deliver such other and further instruments as may be reasonable, necessary, desirable, or convenient to give full force and effect to this Agreement.
Binding Effect: This Agreement shall be binding upon the Parties, their successors, and assigns.

Attachment B

Special Terms and Conditions

(Under DHCS Agreement No. 22-20456-BHBH)

Waiver of Terms and Conditions. It is understood that DHCS may, in its sole discretion, through AHP and the Subcontractor's BHBH Program Plan, waive, in whole or in part, in writing any of the terms and provisions of this Attachment B. Any such waiver shall be in writing and without prejudice to DHCS's rights in respect of any other terms or provisions therein. Except as specifically set forth in writing, no further waivers of any terms or provisions contained in this Attachment B shall be construed as a waiver of any subsequent terms or provisions herein.

1. Travel and Per Diem Reimbursement

2. Site Inspection

3. Intellectual Property Rights

4. Left intentionally blank

5. Confidentiality of Information

6. Documents, Publications and Written Reports

7. Subcontract Requirements

8. Left intentionally blank

9. Performance Evaluation

10. Progress Reports or Meetings

11. Progress Payment Withholds

12. Left intentionally blank

13. Legal Services Contract Requirements

14. Four-Digit Date Compliance

15. Prohibited Use of State Funds for Software

16. Insurance Requirements

17. Procurement Rules

18. Equipment/Property Ownership / Inventory / Disposition

19. Left intentionally blank

20. Suspension or Stop Work Notification

21. Public Communications

22. Audit and Record Retention

1. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are reimbursed with contract funds.)

Reimbursement for travel and per diem expenses from the Department of Health Care Services (DHCS) under this Agreement shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (CalHR), for non-represented state employees as stipulated in DHCS' Travel Reimbursement Information Exhibit. If the CalHR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. Exceptions to CalHR rates may be approved by DHCS upon the submission of a statement by the Subcontractor indicating that such rates are not available to the Subcontractor. No travel outside the State of California shall be reimbursed without prior authorization from DHCS. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

2. Site Inspection

The State, DHCS or AHP, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Subcontractor or its location being funded by DHCS, Subcontractor, shall provide and shall require any of their Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

3. Intellectual Property Rights

a) Ownership

i. Except where DHCS has agreed in a signed writing to accept a license, DHCS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Subcontractor or DHCS and which result directly or indirectly from this Agreement.

ii. For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

iii. For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.

iv. In the performance of this Agreement, Subcontractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Subcontractor may access and utilize certain of DHCS' Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Subcontractor shall not use any of AHP's or DHCS' Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of DHCS. Except as otherwise set forth herein, neither the Subcontractor nor DHCS shall give any ownership interest in or rights to its Intellectual Property to the other Party. If during the term of this Agreement, Subcontractor accesses any third-party Intellectual Property that is licensed to DHCS, Subcontractor agrees to abide by all license and confidentiality restrictions applicable to DHCS in the third- party's license agreement.

v. Subcontractor agrees to cooperate with AHP and/or DHCS in establishing or maintaining DHCS' exclusive rights in the Intellectual Property, and in assuring DHCS' sole rights against third parties with respect to the Intellectual Property. If the Subcontractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Subcontractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to DHCS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Subcontractor or DHCS and which result directly or indirectly from this Agreement, or any subcontract entered into by Subcontractor.

vi. Subcontractor further agrees to assist and cooperate with AHP and/or DHCS in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce DHCS' Intellectual Property rights and interests.

b) <u>Retained Rights / License Rights</u>

i. Except for Intellectual Property made, conceived, derived from, or reduced to practice by Subcontractor or DHCS and which result directly or indirectly from this Agreement, Subcontractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Subcontractor hereby grants to DHCS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Subcontractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Subcontractor assigns all rights, title and interest in the Intellectual Property as set forth herein.

ii. Nothing in this provision shall restrict, limit, or otherwise prevent Subcontractor from using any ideas, concepts, know-how, methodology or

techniques related to its performance under this Agreement, provided that Subcontractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of DHCS or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

c) Copyright

i. Subcontractor agrees that for purposes of copyright law, all works [as defined in Section a, subparagraph (2)(a)] of authorship made by or on behalf of Subcontractor in connection with Subcontractor's performance of this Agreement shall be deemed "works made for hire". Subcontractor further agrees that the work of each person utilized by Subcontractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Subcontractor or that person has entered into an agreement with Subcontractor to perform the work. Subcontractor shall enter into a written agreement with any such person that: (i) all work performed for Subcontractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to DHCS to any work product made, conceived, derived from, or reduced to practice by Subcontractor or DHCS and which result directly or indirectly from this Agreement.

ii. All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Subcontractor or DHCS and which result directly or indirectly from this Agreement, shall include DHCS' notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2023, etc.], California Department of Health Care Services. This material may not be reproduced or disseminated without prior written permission from the California Department of Health Care Services." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d) Patent Rights

i. With respect to inventions made by Subcontractor in the performance of this Agreement, which did not result from research and development specifically, included in the Agreement's scope of work, Subcontractor hereby grants to DHCS a license as described under Paragraph b of this provision for devices or material incorporating, or made through the use of such inventions.

ii. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Subcontractor agrees to assign to DHCS, without additional compensation, all its right, title, and interest in and to such inventions and to assist DHCS in securing United States and foreign patents with respect thereto.

e) Third-Party Intellectual Property

Except as provided herein, Subcontractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Subcontractor or third party without first: (i) obtaining AHP and DHCS' prior written approval; and (ii) granting to or obtaining for AHP and DHCS, without additional compensation, a license, as described in Paragraph b of this provision, for any of Subcontractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and AHP and DHCS determines that the Intellectual Property should be included in or is required for Subcontractor's performance of this Agreement, Subcontractor shall obtain a license under terms acceptable to AHP and DHCS.

f) Warranties

Subcontractor represents and warrants that:

i. It is free to enter into and fully perform this Agreement.
ii. It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
iii. Neither Subcontractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Subcontractor or DHCS and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Subcontractor.
iv. Neither Subcontractor's performance nor any part of its performance will violate the right of privacy of or constitute a libel or slander against any person or entity.
v. It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers, or releases from all authors of music or performances used, and talent (radio, television, and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
vi. It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to DHCS in this Agreement.
vii. It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

viii. It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Subcontractor's performance of this Agreement.

ix. DHCS makes no warranty that the intellectual property resulting from this agreement does not infringe upon any patent, trademark, copyright, or the like, now existing or subsequently issued.

g) Intellectual Property Indemnity

i. Subcontractor shall indemnify, defend and hold harmless AHP and DHCS and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Subcontractor is a party to any pending or threatened litigation, which arise out of or are related to (1) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Subcontractor pertaining to Intellectual Property; or (2) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of DHCS' use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Subcontractor or DHCS and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. DHCS reserves the right to participate in and/or control, at Subcontractor's expense, any such infringement action brought against DHCS.

ii. Should any Intellectual Property licensed by the Subcontractor to DHCS under this Agreement become the subject of an Intellectual Property infringement claim, Subcontractor will exercise its authority reasonably and in good faith to preserve DHCS' right to use the licensed Intellectual Property in accordance with this Agreement at no expense to DHCS. DHCS shall have the right to monitor and appear through its own counsel (at Subcontractor's expense) in any such claim or action. In the defense or settlement of the claim, Subcontractor may obtain the right for DHCS to continue using the licensed Intellectual Property; or replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, DHCS shall be entitled to a refund of all monies paid under this Agreement, without

restriction or limitation of any other rights and remedies available at law or in equity.

iii. Subcontractor agrees that damages alone would be inadequate to compensate AHP or DHCS for breach of any term of this Section 4 by Subcontractor. Subcontractor acknowledges AHP and/or DHCS would suffer irreparable harm in the event of such breach and agrees AHP and/or DHCS shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

h) Federal Funding

In any agreement funded in whole or in part by the federal government, DHCS may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

i) Survival

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

4. Left intentionally blank

5. Confidentiality of Information

(a) The Subcontractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Subcontractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
(b) The Subcontractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Subcontractor's obligations under this Agreement.
(c) The Subcontractor and its employees, agents, or subcontractors shall promptly transmit to the AHP all requests for disclosure of such identifying information not emanating from the client or person.
(d) The Subcontractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than AHP and/or DHCS without prior written authorization from the AHP, except if disclosure is required by State or Federal law.

(e) 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.

(f) As deemed applicable by DHCS, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

6. Documents, Publications and Written Reports

(Applicable to agreements over $5,000 under which publications, written reports, and documents are developed or produced. Government Code Section 7550.)

Any document, publication, or written report (excluding progress reports, financial reports and normal contract communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds $5,000.

7. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

a) Prior written authorization will be required before the Subcontractor enters into or is reimbursed for any subcontract's entered into by Subcontractor for services costing $5,000 or more. Except as indicated in subparagraph d, herein, when securing subcontracts for services exceeding $5,000, the Subcontractor shall obtain at least three bids or justify a sole source award.

b) The Subcontractor must provide in its request for authorization all information necessary for evaluating the necessity or desirability of incurring such cost.

c) DHCS may identify the information needed to fulfill this requirement.

d) Subcontracts performed by the entities or for the service types listed below are exempt from the bidding and sole source justification requirements:

i. A local governmental entity or the federal government,
ii. A State college or State university from any State,
iii. A Joint Powers Authority,
iv. An auxiliary organization of a California State University or a California Community college,
v. A foundation organized to support the Board of Governors of the California Community Colleges,
vi. An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
vii. Firms or individuals proposed for use and approved by DHCS'

funding Program via acceptance of a proposal for funding or pre/post contract award negotiations,

viii. Entities and/or service types identified as exempt from advertising and competitive bidding in State Contracting Manual Chapter 5 Section 5.80 Subsection B.2, and

ix. Entities whose name and budgeted costs have been submitted to DHCS in response to a competitive Invitation for Bid or Request for Proposal.

x. Agreements with governmental or public entities and their auxiliaries, or a Joint Powers Authority

e) If the total amount of all subcontracts exceeds twenty-five percent (25%) of the total agreement amount or $50,000, whichever is less and each subcontract is not with an entity or of a service type described in subparagraph (d)(i) through (x), above DHCS shall:

i. Obtain approval from the Department of General Services to use said subcontracts, or

ii. If applicable, obtain a certification from the prime Subcontractor indicating that each of the lower-tiered subcontractor's was selected pursuant to a competitive bidding process requiring at least three bids from responsible bidders, or

iii. Obtain attestation from the Secretary of the California Health and Human Services Agency attesting that the selection of the particular subcontractor(s) without competitive bidding was necessary to promote DHCS' program needs and was not done for the purpose of circumventing competitive bidding requirements.

f) When the conditions of subparagraph (a) apply, each of Subcontractor's subcontracts that is not with a type of entity or of a service type described in subparagraph (d) of Provision 7 herein, shall not commence work before DHCS has obtained applicable prior approval to use said subcontractor. DHCS shall inform the Subcontractor when DHCS has obtained appropriate approval to use said subcontractors.

g) AHP and DHCS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Subcontractor to terminate subcontracts entered into in support of this Agreement.

h) Upon receipt of a written notice from AHP or DHCS requiring the substitution and/or termination of a subcontract, the Subcontractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by AHP and DHCS.

i) INTENTIONALLY OMITTED.

j) INTENTIONALLY OMITTED.

k) Actual subcontracts (i.e., written agreement between the Subcontractor and another subcontractor) of $5,000 or more are subject to the prior review and

written approval of AHP and DHCS. DHCS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by DHCS.

l) Subcontractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by DHCS, make copies available for approval, inspection, or audit.

m) DHCS assumes no responsibility for the payment of Subcontractor's subcontractors used in the performance of the Agreement. Subcontractor accepts sole responsibility for the payment of any of its subcontractors used in the performance of this Agreement.

n) The Subcontractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.

o) When entering into a consulting service agreement with DHCS, the Subcontractor may be required to supply budget detail for each of its subcontractors and/or each major subcontracted activity under this Agreement.

p) Budget detail format and submission requirements will be determined by DHCS.

q) Methods of including budget detail in this Agreement, if applicable, will be determined by DHCS.

r) Any lower-tiered subcontractors budget detail displayed in this Agreement, or incorporated by reference, is included for information purposes only. Changes to a subcontractor's identity or budget detail shall not require the processing of a formal amendment to this Agreement.

s) The Subcontractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.

t) The Subcontractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

Subcontractor agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from DHCS to the Subcontractor, to permit DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers, and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

u) Unless otherwise stipulated in writing by DHCS, the Subcontractor shall be its subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.

v) Subcontractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this **Attachment B**: 1, 2, 3, 5, 6, 7, 8, 11, 17, 18, 20, and/or other numbered provisions herein

that are deemed applicable.

8. **Left intentionally blank**

9. **Performance Evaluation**

(Applicable only to consultant service agreements.)

a) The Subcontractor's performance under this Agreement shall be evaluated at the conclusion of the term of this Agreement. The evaluation shall include, but not be limited to:
b) Whether the contracted work or services were completed as specified in the Agreement and reasons for and amount of any cost overruns.
c) Whether the contracted work or services met the quality standards specified in the Agreement.
d) Whether the Subcontractor fulfilled all requirements of the Agreement.
e) Factors outside the control of the Subcontractor, which caused difficulties in subcontractor performance. Factors outside the control of the Subcontractor shall not include a Subcontractor's poor performance.
f) The evaluation of the Subcontractor shall not be a public record.

10. **Progress Reports or Meetings**

(Applicable only to consultant service agreements.)

a) Subcontractor shall submit progress reports or attend meetings with state personnel at intervals determined by AHP to determine if the Subcontractor is on the right track, whether the project is on schedule, provide communication of interim findings, and afford occasions for airing difficulties or special problems encountered so that remedies can be developed quickly.
b) At the conclusion of this Agreement and if applicable, Subcontractor shall hold a final meeting at which Subcontractor shall present any findings, conclusions, and recommendations. If required by this Agreement, Subcontractor shall submit a comprehensive final report.

11. **Progress Payment Withholds**

a) Progress payments may not be made more frequently than monthly in arrears for work performed and costs incurred in the performance of the Agreement. In the aggregate, progress payments may not exceed Ninety percent (90%) of the total agreement amount, regardless of agreement length.
b) Ten percent (10%) may be withheld by AHP and/or DHCS from each invoice submitted for reimbursement, under the following conditions:
c) For services and costs associated with subcontractor and/or subcontractor performance that is considered to be of an ongoing nature or performed continuously throughout the term of the Agreement.
d) For individual services associated with a specific agreement deliverable that has not yet been received or completed in its entirety.
e) For individual and/or distinct tasks, work plans, or project activities that have not yet been completed in their entirety.

f) Release of Amounts Withheld:
   i. As individual and/or distinct tasks, services, work plans, or project activities are completed in their entirety by either the Subcontractor or lower-tiered subcontractor performance and any scheduled/required deliverables or reports are delivered to AHP and/or DHCS; then any funds so withheld may be released to the Subcontractor upon acceptance and/or acknowledgement that all such items have been completed to the full satisfaction of AHP and/or DHCS.
   ii. Payment Requests Excluded from the 10 Percent (10%) Withhold: Ten percent (10%) payment withholds shall not be applied to reimbursements or periodic payment requests for direct costs associated with equipment purchases, media buys, operating expense items, and other procurements not directly associated with the Subcontractor's personal performance.

12. Intentionally left blank.

13. Legal Services Contract Requirements

(Applicable only to agreements involving the performance of legal services.)
The Subcontractor shall:

a) Adhere to legal cost and billing guidelines designated by AHP and/or DHCS.
b) Adhere to litigation plans designated by AHP and/or DHCS.
c) Adhere to case phasing of activities designated by AHP and/or DHCS.
d) Submit and adhere to legal budgets as designated by AHP and/or DHCS.
e) Maintain legal malpractice insurance in an amount not less than the amount designated by AHP and/or DHCS. Said amount shall be indicated in a separate letter to the Subcontractor.
f) Submit to legal bill audits and law firm audits if requested by AHP and/or DHCS. Such audits may be conducted by AHP, DHCS, State employees or their respective designees or by any legal cost control providers retained by AHP and/or DHCS for such purpose.

14. Four-Digit Date Compliance

(Applicable to agreements in which Information Technology (IT) services are provided to DHCS or if IT equipment is procured.)

a) Subcontractor warrants that it will provide only Four-Digit Date Compliant (as defined below) deliverables and/or services to AHP, DHCS, and/or the State, as applicable. "Four Digit Date compliant" deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries.

b) This warranty and representation is subject to the warranty terms and conditions of this Subcontract and does not limit the generality of warranty obligations set forth elsewhere herein.

15. Prohibited Use of State Funds for Software

(Applicable to agreements in which computer software is used in performance of the work.)

Subcontractor certifies that it has appropriate systems and controls in place to ensure that BHBH Program Plan funds will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

16. Insurance Requirements

a) Automobile Liability Insurance

(Applicable if automobiles are purchased/reimbursed with BHBH Program Plan funds, furnished by DHC through AHP pursuant to, or if autos are used in performance under the terms of, this Agreement.)

i. The Subcontractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of $1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with BHBH Program Plan funds under the terms of this Agreement, to the Subcontractor and/or its subcontractor.
ii. The Subcontractor and/or its subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the AHP.
iii. The Subcontractor and/or its subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to AHP, DHCS, or the State, as applicable.
iv. The Subcontractor and/or its subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.
v. The Subcontractor and/or its subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:
vi. The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to AHP and DHCS.
vii. AHP and DHCS, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for pursuant to the BHBH Program Plan under this Agreement and any extension or continuation of this Agreement.
viii. The insurance carrier shall notify AHP, in writing, of the Subcontractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to the Agreement number for which the insurance was obtained.

ix. The Subcontractor and/or its subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Subcontractor shall be notified by AHP and/or DHCS, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Subcontractor agrees that no work or services shall be performed prior to obtaining said approval.

x. In the event the Subcontractor and/or its subcontractors fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, AHP or DHCS may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

b) Commercial General Liability

(Applicable to agreements involving the performance of hazardous activities (i.e., transportation of persons or DHCS and/or State property, handling of toxic or hazardous substances, elevator maintenance, facility repair, and other agreements when stipulated by AHP and/or DHCS, etc.))

i. The Subcontractor must furnish to AHP either a certificate of insurance stating that commercial general liability insurance of not less than $1,000,000 per occurrence for bodily injury and property damage liability combined is presently in effect for the Subcontractor or proof of adequate self-insurance if the Subcontractor is a self-insured government and/or public entity.

ii. The commercial general liability insurance policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured agreement.

iii. The commercial general liability insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Subcontractor's limit of liability.

iv. The certificate of insurance shall identify the AHP's contract or agreement number for which the insurance applies. Paragraphs 16d, 16e, 16f, and 16g also apply to Commercial General Liability insurance.

c) Pollution Liability

(Applicable only when services involve the handling of toxic or hazardous substances.)

i. Subcontractor shall maintain Pollution Liability insurance covering the Subcontractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred, all arising out of the work or services performed under this Agreement. Coverage shall be provided for both work performed on-site, as well as during the transport of hazardous materials. Limits of not less than $1,000,000 shall be provided. Paragraphs 16d, 16e, 16f, and 16g also apply to Pollution Liability insurance.

ii. The Subcontractor is hereby advised that copies of certificates of insurance and/or documentation of self-insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Subcontractor shall be notified by AHP and/or DHCS, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Subcontractor agrees that no work or services shall be performed prior to obtaining said approval. Each certificate of insurance shall identify the AHP contract or agreement number for which the insurance applies.

iii. The certificate of insurance must identify the agreement number for which the certificate of insurance applies and include the following provisions:

(a) The insurer will not cancel the insured's coverage without giving 30 days prior written notice to AHP and/or DHCS, and

(b) The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State of California under this Agreement.

iv. The Subcontractor agrees that the insurance required herein will remain in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, the Subcontractor agrees to provide, at least 30 calendar days before said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement or for a period of not less than one year. New certificates of insurance may also be subject to the approval of DGS. The Subcontractor shall be notified by AHP and/or DHCS, in writing, if DGS approval of the certificate of insurance is required. If DGS approval of the certificate of insurance is required, the Subcontractor agrees that no work or services shall be performed prior to obtaining such approval. AHP and/or DHCS may, in addition to any other remedies it may have, terminate this Agreement for failure to comply with the insurance requirements of this Agreement.

v. AHP and/or DHCS will not be responsible for any premiums, deductibles, or assessments on any insurance policy.

d) Self-Insured Insurance Requirements:

(Applicable to agreements where Subcontractor has "Checked-the-Box" as self-insuring and subsections a through c, above, are inapplicable.)

☐ Subcontractor acknowledges and certifies that it is covered by and will maintain throughout the term of its BHBH Program Plan self-insurance in amounts and types sufficient to satisfy its contractual insurance requirements under the BHBH Program and its BHBH Program Plan, including without limitation, Special Events Liability Insurance Program ("SELIP") coverage. Subcontractor hereby:

i. Certifies that the Certificate of Consent to Self-Insure issued by the State of California Department of Industrial Relations upon execution of this Subcontract Agreement is currently in full force and effect; and

ii. Agrees to notify AHP in writing if A.M. Best notifies the Subcontractor that the financial strength and creditworthiness of such self-insurance coverage is under review with negative implications or a potential downgrade of the Subcontractor's A.M. Best self-insurance rating, within three (3) days of such notification from the rating agency.

17. Procurement Rules

(Applicable to agreements in which equipment/property, commodities and/or supplies are furnished by DHCS through AHP, or expenses for said items are reimbursed by DHCS through AHP, with state or federal funds provided under the Agreement.)

a) Equipment/Property definitions:
Wherever the term equipment and/or property are used, the following definitions shall apply:

i. **Major equipment/property**
A tangible or intangible item having a base unit cost of $5,000 or more with a life expectancy of one (1) year or more and is either furnished by AHP and/or DHCS or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.

ii. **Minor equipment/property**
A tangible item having a base unit cost of less than $5,000 with a life expectancy of one (1) year or more and is either furnished by AHP and/or DHCS or the cost is reimbursed through this Agreement.

b) Government and public entities (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment, and services related to such purchases that are required in performance of this Agreement.

c) Left intentionally blank.

d) Left intentionally blank.

e) In special circumstances, determined by AHP or DHCS (e.g., when AHP or DHCS has a need to monitor certain purchases, etc.), AHP or DHCS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. AHP or DHCS reserves the right to either deny claims for reimbursement or to request repayment for any Subcontractor and/or lower-tiered subcontractor purchase that AHP or DHCS determines to be unnecessary in carrying out performance under this Agreement.

f) The Subcontractor and/or lower-tiered subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. AHP and/or DHCS reserves the right to request a copy of these documents and to inspect the purchasing practices of the Subcontractor and/or lower-tiered

subcontractor at any time.

g) For all purchases, the Subcontractor and/or lower-tiered its subcontractor must maintain copies of all paid vendor invoices, documents, bids, and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Subcontractor and/or lower-tiered its subcontractor for inspection or audit.

h) AHP and/or DHCS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under subparagraph b of this Provision 17 by giving the Subcontractor no less than 30 calendar days written notice.

18. Equipment/Property Ownership / Inventory / Disposition

(Applicable to agreements in which equipment/property is furnished by DHCS and/or when said items are purchased or reimbursed by DHCS with state or federal funds provided under the Agreement.)

a) Wherever the term equipment and/or property is used in Provision 18, the definitions in Paragraph a of Provision 17 shall apply.

b) Unless otherwise stipulated in this Agreement, all equipment and/or property that is purchased/reimbursed with agreement funds or furnished by DHCS through AHP pursuant to the BHBH Program Plan under the terms of this Agreement shall be considered state equipment and the property of DHCS and/or the State of California.

i. Reporting of Equipment/Property Receipt

(a) AHP and/or DHCS requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by DHCS through AHP pursuant to BHBH Program Plan funds or purchased/reimbursed with funds provided through this Agreement.

(b) Upon receipt of equipment and/or property, the Subcontractor shall report the receipt to the AHP. To report the receipt of said items and to receive property tags, Subcontractor shall use a form or format designated by AHP Program Manager If the appropriate form (i.e., Contractor Equipment Purchased with DHCS Funds) does not accompany this Agreement, Subcontractor shall request a copy from the AHP or DHCS.

ii. Annual Equipment/Property Inventory

c) If the Subcontractor enters an agreement with a term of more than twelve months, the Subcontractor shall submit an annual inventory of state equipment and/or property to the AHP using a form or format designated by AHP. If an inventory report form (i.e., Inventory/Disposition

of DHCS-Funded Equipment) does not accompany this Agreement, Subcontractor shall request a copy from AHP. Subcontractor shall:

(1) Include in the inventory report, equipment and/or property in the Subcontractor's possession and/or in the possession of its subcontractor (including independent consultants).

(2) Submit the inventory report to AHP.

(3) Contact AHP to learn how to remove, trade-in, sell, transfer, or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by AHP.

d) Title to any equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.

c) Unless otherwise stipulated, AHP and/or DHCS shall be under no obligation to pay the cost of restoration, or rehabilitation of the Subcontractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.

d) The Subcontractor and/or its Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance, and preservation of state equipment and/or property.

(i) In administering this provision, AHP or DHCS may require the Subcontractor and/or its Subcontractor to repair or replace, to AHP's satisfaction, any damaged, lost or stolen state equipment and/or property. Subcontractor and/or its Subcontractor shall immediately file a theft report with the appropriate police agency, or the California Highway Patrol and Subcontractor shall promptly submit one copy of the theft report to the AHP and AHP's Program Manager.

(ii) Unless otherwise stipulated by this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by DHCS through AHP pursuant to BHBH Program Plan under the terms of this Agreement, shall only be used for performance of this Agreement or another DHCS agreement.

e) Within sixty (60) calendar days prior to the termination or end of this Agreement, the Subcontractor shall provide a final inventory report of equipment and/or property to the AHP and shall, at that time, query DHCS as to the requirements, including the manner and method, of returning state equipment and/or property to DHCS and/or the State, as applicable. Final disposition of equipment and/or property shall be at DHCS and/or the State, as applicable expense and according to DHCS and/or the State, as applicable instructions. Equipment and/or property disposition instructions shall be issued by AHP immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, AHP or DHCS may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different DHCS agreement.

f) Motor Vehicles

Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under this Agreement.)

i. If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS through AHP pursuant to BHBH Program Plan funds under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Subcontractor and/or its subcontractor shall return such vehicles to DHCS and the State, as applicable, and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to DHCS or the State, as applicable.

ii. If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS through AHP pursuant to BHBH Program Plan funds under the terms of this Agreement, the State of California shall be the legal owner of said motor vehicles and the Subcontractor shall be the registered owner. The Subcontractor and/or its subcontractor may only use said vehicles for performance and under the terms of this Agreement.

iii. The Subcontractor and/or its subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by DHCS through AHP pursuant to BHBH Program Plan funds under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.

iv. If any motor vehicle is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the Subcontractor and/or its subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the type and amount of automobile liability insurance as specified in the Automobile Liability Insurance requirements clause as set forth in this Attachment is in effect during the term of this Agreement or any period of contract extension during which any vehicle remains in the Subcontractor's and/or its subcontractor's possession.

v. The requirements specified in Provision 16, entitled, "Insurance Requirements" apply to vehicles purchased/reimbursed with agreement funds or furnished by DHCS through AHP pursuant to BHBH Program Plan funds under the terms of this Agreement.

19. Left intentionally blank

20. Suspension or Stop Work Notification

a) AHP or DHCS may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by AHP. Upon receipt of said notice, the Subcontractor is to suspend and/or stop all, or any part, of the work called for by this Agreement.

i. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be provided within thirty (30) working days of the verbal notification.
ii. The suspension or stop work notification shall remain in effect until further written notice is received from AHP or DHCS. The resumption of work (in whole or part) will be at AHP's or DHCS' discretion and upon receipt of written confirmation.

b) Upon receipt of a suspension or stop work notification, the Subcontractor shall immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.

c) Within ninety (90) days of the issuance of a suspension or stop work notification, DHCS through AHP pursuant to BHBH Program Plan funds shall either:
i. Cancel, extend, or modify the suspension or stop work notification; or
ii. Terminate the Agreement as provided for in the Cancellation / Termination clause of the Agreement.

d) If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, the Subcontractor may resume work only upon written concurrence of funding Program's Contract Manager.

e) If the suspension or stop work notification is cancelled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or contract terms resulting from the suspension or stop work notification shall require an amendment to the Agreement.

f) If a suspension or stop work notification is not canceled and the Agreement is cancelled or terminated pursuant to the provision entitled Cancellation / Termination, AHP and/or DHCS shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.

g) AHP and DHCS shall not be liable to the Subcontractor for loss of profits because of any suspension or stop work notification issued under this clause.

21. Public Communications

a) Electronic and printed documents developed and produced, for public communications shall follow the following requirements to comply with Section 508 of the Rehabilitation Act and the Americans with Disabilities Act; and

b) Ensure visual-impaired, hearing-impaired, and other special needs audiences are provided material information in formats that provide the most assistance in making informed choices.

22. Audit and Record Retention

(Applicable to agreements in excess of $10,000.)

a) The Subcontractor and/or its subcontractor shall maintain books, records,

documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.

b) The Subcontractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.

c) Subcontractor agrees that AHP, DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Subcontractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Subcontractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Government Code Section 8546.7, Public Contract Code (PCC) Sections 10115 et seq., California Code of Regulations Title 2, Section 1896.77) The Subcontractor shall comply with the above and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in PCC Section 10115.10.

d) The Subcontractor and/or its subcontractor shall preserve and make available his/her records (1) for a period of six years for all records related to Disabled Veteran Business Enterprise (DVBE) participation (Military and Veterans Code Section 999.55), if this Agreement involves DVBE participation, and three years for all other contract records from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (i) or (ii) below.

   i. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement; or

   ii. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

e) The Subcontractor and/or its subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Subcontractor and/or its subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable

devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

f) The Subcontractor shall, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 (2014).

ATTACHMENT C

STATEMENT OF WORK

(Under DHCS Agreement No. 22-20456-BHBH)

[ATTACHED]

ATTACHMENT C

STATEMENT OF WORK

(Under DHCS Agreement No. 22-20456-BHBH)

Subcontractor Name: Tehama County Health Services Agency
Universal Unique Identifier: bhbh_632_bhbh_tehama_county

Item	Billing Code	Deliverable Description	Amount	Deliver On or Before
1 Year 1	**7524.01**	**YEAR 1 - JUNE 23, 2023- JUNE 30, 2024 - START-UP, PROGRAM IMPLEMENTATION AND REPORTING** **Behavioral Health Bridge Housing (BHBH) Program Plan** ♦ Subcontractor shall develop the BHBH Program Plan (BHBH Plan or just Plan) utilizing templates provided by Advocates for Human Potential (AHP). The Plan shall be based on the submitted County Behavioral Health Agency (BHA) BHBH Program proposal and submitted to AHP for approval within 30 days of contract execution. ♦ AHP will send back any revisions and County BHA shall submit any required revisions within ten business days from date of receipt and return the revised Plan to AHP for approval. DHCS shall grant final approval to the BHBH Program Plan via AHP, and no subsequent revisions may be made without DHCS approval. **BHBH Program Policies and Procedures** ♦ Subcontractor shall submit required policies and procedures for Rental Assistance, Participant Assistance Funds, Landlord Outreach and Mitigation funds, and/or Auxiliary Funding in Assisted Living to AHP for approval within 45 days of subcontract execution. Policies and procedures will include but not be limited to eligibility; allowable uses; methods of disbursement; prevention of fraud, waste, and abuse, documentation requirements and audit provisions. ♦ Rental Assistance Policies and procedures will include but not be limited to: • The calculation of rental assistance, which must be indicated and must use either Fair Market Rents (FMRs) or a rent reasonableness methodology to calculate allowable rental rates. Subcontractor may offer either shallow subsidies up to a specific dollar amount or a formula in which the individual pays a portion of the rent based on income. • Clear eligibility requirements for individuals and units for short-term and/or mid-term rental assistance. The requirements for both short- and mid-term assistance may be the same, or the	Upon execution of subcontract, first disbursement amount shall be twenty-five percent (25%) of subcontract grand total $2,371,591 **LESS** total start-up infrastructure costs calculated as follows: ($2,371,591– $457,000) x.25 = **$478,648**	June 30, 2024

Item	Billing Code	Deliverable Description	Amount	Deliver On or Before
		Subcontractor may have fewer requirements for short-term assistance than for mid-term. • Fraud prevention, along with regular audits and clear documentation of all payments. • Requirements for payments to be made directly to property owners or managers. • Requirements to provide supportive services and resources to individuals who are receiving rental assistance, to remove barriers and help them obtain longer-term rental assistance or other affordable housing. • Requirements for participants to have access to onsite supportive services at the facility or through home visits. ♦ All required revisions to policies and procedures to be submitted to AHP within ten business days of receipt of Plan and return Plan as required by AHP. ♦ Implement the policies and procedures in the administration of Rental Assistance, Participant Assistance Funds, Landlord Outreach and Mitigation funds and/or Auxiliary Funding in Assisted Living and other BHBH program operations. **Delivery of Behavioral Health Bridge Housing and Operations** ♦ Deliver direct behavioral health bridge housing services including Shelter/Interim Housing, Rental Assistance, Auxiliary Funding in Assisted Living, and Housing Navigation as described in the BHBH Program Plan, including the service metrics and program requirements. ♦ Collect program and individual data as described in the BHBH Program Plan and as requested by AHP. ♦ Provide outreach and engagement services as described in the BHBH Program Plan and service metrics. **Participation in Monitoring and Technical Assistance and Training (TTA)** ♦ **Learning Collaborative Sessions** • Participate in statewide Learning Collaborative sessions on a quarterly basis at minimum; session schedule to be provided by AHP. • At least one staff member shall attend each quarterly Learning Collaborative. ♦ **Coaching Calls, Webinars/Trainings, Monitoring Reviews, and Site Visits** • At minimum, one staff member shall participate in monthly coaching calls with AHP; session schedule to be provided by AHP.		

Item	Billing Code	Deliverable Description	Amount	Deliver On or Before
		• Participate in webinars/trainings and working meetings on a quarterly basis at minimum; session schedule to be provided by AHP. • Respond to AHP requests for information, reviews, and site visits as indicated and described in the Subcontract Agreement. ♦ If applicable, conduct County BHA BHBH Program implementation and capacity-building activities as described in the BHBH Program Plan. **Reporting—Year 1** Subcontractor shall participate in data collection and submission of quarterly narrative, data, and financial reports. Reports will be submitted as directed by AHP. These reports will summarize progress in implementing the BHBH Program Plan; expending funds, including, without limitation, equipment purchases; subcontracting; and providing bridge housing for individuals experiencing homelessness and serious behavioral health conditions; and must include accomplishments and any barriers to goals of the BHBH Program. The reports must cover the following time frames and observe the following due dates: • Year 1, Quarter 1: July 1–September 30, 2023, due by November 15, 2023 • Year 1, Quarter 2: October 1–December 31, 2023, due by February 15, 2024 • Year 1, Quarter 3: January 1–March 31, 2024, due by May 15, 2024 • Year 1, Quarter 4: April 1–June 30, 2024, due by August 15, 2024 • Meet state requirements for submission of data into the HMIS system as required by AB 977 when and in the manner required.		
2 Year 1	**7524.01**	**SOLELY FOR THOSE BHBH PROGRAM PLAN PROJECTS WITH START-UP INFRASTRUCTURE, YEAR 1 (JUNE 23, 2023, TO JUNE 30, 2024)** **Submit budget and schedule for each individual BHBH Start-Up Infrastructure Project and include it in BHBH Program Plan for AHP/DHCS approval.** ♦ Implement the construction plan for each project as described in the BHBH Program Plan, budget, and schedule, pursuant to this Subcontract Agreement including Attachment F. **Acquisition (if applicable)** ♦ Demonstrate site control as described in Section 4 of the Subcontract Agreement, including Attachment F. ♦ Establish an escrow account.	Start-up Infrastructure Costs shall be provided in payments as described in Section 4 of this subcontract. 90% of the Start-up Infrastructure Costs ($457,000) calculated as follows: .90 x $457,000 = **$411,300**	June 30, 2024

Item	Billing Code	Deliverable Description	Amount	Deliver On or Before
		♦ Meet all requirements listed in Section 4 of Subcontract Agreement, including Attachment F. ♦ Obtain deed restriction as required, if applicable. **Complete Construction/Renovation (if applicable)** ♦ Demonstrate site control as described in Section 4 of the Subcontract Agreement, including Attachment F. ♦ Meet all requirements included in Section 4 of Subcontract Agreement, including Attachment F. ♦ Obtain deed restriction as required, if applicable. ♦ Provide required documentation and monitoring as described in BHBH Program Plan, budget, and schedule. **Other Approved Costs (if applicable)** **Start-Up Furnishings, Appliances and Equipment** ♦ Acquire all start-up furnishing, appliances and equipment included in BHBH Program Plan, budget, and schedule. ♦ Implement monitoring plan and ensure costs are allowable and compliant with local, state, and federal laws. ♦ Provide required documentation and monitoring as described in BHBH Program Plan, budget, and schedule. **Implement Construction Monitoring Plans; Participate in Monitoring and AHP Review Requirements (if applicable)** ♦ Provide a summary report on each individual project as described in the BHBH Program Plan, budget, and schedule, pursuant to this Subcontract Agreement, including Attachment F and prior to submitting a request for payment. ♦ For each specific site, upon the completion of the site, provide a summary narrative and financial report and compliance documentation for each individual project as described in the BHBH Program Plan, budget, and schedule, pursuant to this Subcontract Agreement, including Attachment F. ♦ Ensure that each start-up infrastructure site is available within one year of execution of Subcontract Agreement. **Reporting** ♦ Provide summary reporting on each BHBH Program Plan project and documentation of certificate of occupancy within one year of execution of Subcontract Agreement, as required by the BHBH Program Plan. ♦ Provide any necessary documentation requested by AHP for desk reviews and processing payment requests.		
		Year 1 Subtotal	**$889,948**	

Item	Billing Code	Deliverable Description	Amount	Deliver On or Before
3 Year 2	7524.01	**YEAR 2 - JULY 1, 2024, TO JUNE 30, 2025 - PROGRAM IMPLEMENTATION AND REPORTING** **BHBH Program Plan** ♦ Submit any updates to the BHBH Program Plan for approval utilizing templates provided by AHP and based on the submitted County BHA BHBH Program proposal. ♦ AHP will send back any revisions and County BHA shall submit any required revisions within ten business days from date of receipt and return the revised Plan to AHP for approval. DHCS shall grant final approval to the BHBH Program Plan via AHP, and no subsequent revisions may be made without DHCS approval. **BHBH Program Policies and Procedures** ♦ Submit any updates to previously approved policies and procedures for approval with quarterly reports as needed. ♦ Implement the policies and procedures in the administration of Rental Assistance, Participant Assistance Funds, Landlord Outreach and Mitigation funds and/or Auxiliary Funding in Assisted Living and other BHBH program operations. **Delivery of Behavioral Health Bridge Housing and Operations** ♦ Deliver direct behavioral health bridge housing services including Shelter/Interim Housing, Rental Assistance, Auxiliary Funding in Assisted Living, and Housing Navigation as described in the BHBH Program Plan, including the service metrics and program requirements. ♦ Collect program and individual data as described in the BHBH Program Plan and as requested by AHP. ♦ Provide outreach and engagement services as described in the BHBH Program Plan and service metrics. **Participation in Monitoring and TTA** ♦ **Learning Collaborative Sessions** • Participate in statewide Learning Collaborative sessions on a quarterly basis at minimum; session schedule to be provided by AHP. • At least one staff member shall attend each quarterly Learning Collaborative. ♦ **Coaching Calls, Webinars/Trainings, Monitoring Reviews, and Site Visits** • One staff member shall participate in coaching calls monthly with AHP; session schedule to be provided by AHP.	Upon approval of cost reconciliation report for first disbursement amount, second disbursement amount shall be twenty-five percent (25%) of subcontract total $2,371,591 **LESS** total start-up infrastructure costs calculated as follows: ($2,371,591–$457,000) x.25 = **$478,648**	June 30, 2025

Item	Billing Code	Deliverable Description	Amount	Deliver On or Before
		• Participate in webinars/trainings and working meetings on a quarterly basis at minimum; session schedule to be provided by AHP. • Respond to AHP requests for information, reviews, and site visits as indicated and described in the Subcontract Agreement. ♦ If applicable, conduct County BHA BHBH Program implementation and capacity-building activities as described in the BHBH Program Plan. **Reporting—Year 2** ♦ Subcontractor shall participate in data collection and submission of quarterly narrative, data, and financial reports. Reports will be submitted as directed by AHP. These reports will summarize progress in implementing the BHBH Program Plan; expending funds, including, without limitation, equipment purchases; subcontracting; and providing bridge housing for individuals experiencing homelessness and serious behavioral health conditions; and must include accomplishments and any barriers to goals of the BHBH Program. The reports must cover the following time frames and observe the following due dates: • Year 2, Quarter 1: July 1–September 30, 2024, due by November 15, 2024 • Year 2, Quarter 2: October 1–December 31, 2024, due by February 15, 2025 • Year 2, Quarter 3: January 1–March 31, 2025, due by May 15, 2025 • Year 2, Quarter 4: April 1–June 30, 2025, due by August 15, 2025 ♦ Meet state requirements for submission of data into the HMIS system as required by AB 977 when and in the manner required.		
4 Year 2	**7524.01**	**SOLELY FOR THOSE BHBH PROGRAM PLAN PROJECTS WITH START-UP INFRASTRUCTURE, YEAR 2 (JULY 1, 2024, TO DECEMBER 31, 2024)** **Complete individual BHBH Start-Up Infrastructure Projects according to the budget and schedule included in the BHBH Program Plan.** ♦ Implement the construction plan for each project as described in the BHBH Program Plan, budget, and schedule, pursuant to this Subcontract Agreement including Attachment F. **Acquisition (if applicable)**	Start-up Infrastructure Costs shall be provided in payments as described in Section 4 of the subcontract. 10% of total start-up infrastructure cost	December 31, 2024

Item	Billing Code	Deliverable Description	Amount	Deliver On or Before
		♦ Demonstrate site control as described in Section 4 of the Subcontract Agreement, including Attachment F. ♦ Establish an escrow account. ♦ Meet all requirements listed in Section 4 of Subcontract Agreement, including Attachment F. ♦ Obtain deed restriction as required, if applicable. **Complete Construction/Renovation (if applicable)** ♦ Demonstrate site control as described in Section 4 of the Subcontract Agreement, including Attachment F. ♦ Meet all requirements included in Section 4 of Subcontract Agreement, including Attachment F. ♦ Obtain deed restriction as required, if applicable. ♦ Provide required documentation and monitoring as described in BHBH Program Plan, budget, and schedule. **Other Approved Costs (if applicable)** **Start-Up Furnishings, Appliances and Equipment** ♦ Acquire all start-up furnishing, appliances and equipment included in BHBH Program Plan, budget, and schedule. ♦ Implement monitoring plan and ensure costs are allowable and compliant with local, state, and federal laws. ♦ Provide required documentation and monitoring as described in BHBH Program Plan, budget, and schedule. **Implement Construction Monitoring Plans; Participate in Monitoring and AHP Review Requirements** ♦ Provide a summary report on each individual project as described in the BHBH Program Plan, budget, and schedule, pursuant to this Subcontract Agreement, including Attachment F and prior to submitting a request for payment. ♦ For each specific site, upon the completion of the site, provide a summary narrative and financial report and compliance documentation for each individual project as described in the BHBH Program Plan, budget, and schedule, pursuant to this Subcontract Agreement, including Attachment F. ♦ Ensure that each start-up infrastructure site is available within one year of execution of Subcontract Agreement. **Reporting** ♦ Provide summary reporting on each BHBH Program Plan project and documentation of certificate of occupancy within one year of execution of Subcontract Agreement, as required by the BHBH Program Plan.	$457,000 calculated as follows: .10 x $457,00 = **$45,700**	

Item	Billing Code	Deliverable Description	Amount	Deliver On or Before
		♦ Provide any necessary documentation requested by AHP for desk reviews and processing payment requests.		
		Year 2 Subtotal	**$524,348**	
5 Year 3	**7524.01**	**YEAR 3 - JULY 1, 2025, TO JUNE 30, 2026 - PROGRAM IMPLEMENTATION AND REPORTING** **BHBH Program Plan** ♦ Submit any updates to the BHBH Program Plan for approval utilizing templates provided by AHP and based on the submitted County BHA BHBH Program proposal. ♦ AHP will send back any revisions and County BHA shall submit any required revisions within ten business days from date of receipt and return the revised Plan to AHP for approval. DHCS shall grant final approval to the BHBH Program Plan via AHP, and no subsequent revisions may be made without DHCS approval. **BHBH Program Policies and Procedures** ♦ Submit any updates to previously approved policies and procedures for approval with quarterly reports as needed. ♦ Implement the policies and procedures in the administration of Rental Assistance, Participant Assistance Funds, Landlord Outreach and Mitigation funds and/or Auxiliary Funding in Assisted Living and other BHBH program operations. **Delivery of Behavioral Health Bridge Housing and Operations** ♦ Deliver direct behavioral health bridge housing services including Shelter/Interim Housing, Rental Assistance, Auxiliary Funding in Assisted Living, and Housing Navigation as described in the BHBH Program Plan, including the service metrics and program requirements. ♦ Collect program and individual data as described in the BHBH Program Plan and as requested by AHP. ♦ Provide outreach and engagement services as described in the BHBH Program Plan and service metrics.	Upon approval of cost reconciliation report for second disbursement amount, third disbursement amount shall be twenty-five percent (25%) of subcontract grand total $2,371,591 **LESS** total start-up infrastructure costs calculated as follows: ($2,371,591–$457,000) x.25 = **$478,648**	June 30, 2026

Item	Billing Code	Deliverable Description	Amount	Deliver On or Before
		Participation in Monitoring and TTA ♦ **Learning Collaborative Sessions** • Participate in statewide Learning Collaborative sessions on a quarterly basis at minimum; session schedule to be provided by AHP. • At least one staff member shall attend each quarterly Learning Collaborative. ♦ **Coaching Calls, Webinars/Trainings, Monitoring Reviews, and Site Visits** • One staff member shall participate in coaching calls monthly with AHP; session schedule to be provided by AHP. • Participate in webinars/trainings and working meetings on a quarterly basis at minimum; session schedule to be provided by AHP. • Respond to AHP requests for information, reviews, and site visits as indicated and described in the Subcontract Agreement. ♦ If applicable, conduct County BHA BHBH Program implementation and capacity-building activities as described in the BHBH Program Plan. **Reporting—Year 3** ♦ Subcontractor shall participate in data collection and submission of quarterly narrative, data, and financial reports. Reports will be submitted as directed by AHP. These reports will summarize progress in implementing the BHBH Program Plan; expending funds, including, without limitation, equipment purchases; subcontracting; and providing bridge housing for individuals experiencing homelessness and serious behavioral health conditions; and must include accomplishments and any barriers to goals of the BHBH Program. The reports must cover the following time frames and observe the following due dates: • Year 3, Quarter 1: July 1–September 30, 2025, due by November 15, 2025 • Year 3, Quarter 2: October 1–December 31, 2025, due by February 15, 2026 • Year 3, Quarter 3: January 1–March 31, 2026, due by May 15, 2026 • Year 3, Quarter 4: April 1–June 30, 2026, due by August 15, 2026 ♦ Meet state requirements for submission of data into the HMIS system as required by AB 977 when and in the manner required.		
		Year 3 Subtotal	**$478,648**	

Item	Billing Code	Deliverable Description	Amount	Deliver On or Before
6 Year 4	7524.01	**YEAR 4 - JULY 1, 2026, TO JUNE 30, 2027- PROGRAM IMPLEMENTATION AND REPORTING** **BHBH Program Plan** ♦ Submit any updates to the BHBH Program Plan for approval utilizing templates provided by AHP and based on the submitted County BHA BHBH Program proposal. ♦ AHP will send back any revisions and County BHA shall submit any required revisions within ten business days from date of receipt and return the revised Plan to AHP for approval. DHCS shall grant final approval to the BHBH Program Plan via AHP, and no subsequent revisions may be made without DHCS approval. **BHBH Program Policies and Procedures** ♦ Submit any updates to previously approved policies and procedures for approval with quarterly reports as needed. ♦ Implement the policies and procedures in the administration of Rental Assistance, Participant Assistance Funds, Landlord Outreach and Mitigation funds and/or Auxiliary Funding in Assisted Living and other BHBH program operations. **Delivery of Behavioral Health Bridge Housing and Operations** ♦ Deliver direct behavioral health bridge housing services including Shelter/Interim Housing, Rental Assistance, Auxiliary Funding in Assisted Living, and Housing Navigation as described in the BHBH Program Plan, including the service metrics and the program requirements. ♦ Collect program and individual data as described in the BHBH Program Plan and as requested by AHP. ♦ If applicable, provide outreach and engagement services as described in the BHBH Program Plan and service metrics. **Participation in Monitoring and TTA** ♦ **Learning Collaborative Sessions** • Participate in statewide Learning Collaborative sessions on a quarterly basis at minimum; session schedule to be provided by AHP. • At least one staff member shall attend each quarterly Learning Collaborative. ♦ **Coaching Calls, Webinars/Trainings, Monitoring Reviews, and Site Visits** • One staff member shall participate in coaching calls monthly with AHP; session schedule to be provided by AHP.	Upon approval of cost reconciliation report for third disbursement amount, fourth disbursement amount shall be twenty-five percent (25%) of subcontract grand total $2,371,591 **LESS** total start-up infrastructure costs calculated as follows: ($2,371,591– $457,000) x.25 = **$478,647**	June 30, 2027

Item	Billing Code	Deliverable Description	Amount	Deliver On or Before
		• Participate in webinars/trainings and working meetings on a quarterly basis at minimum; session schedule to be provided by AHP. • Respond to AHP requests for information, reviews, and site visits as indicated and described in the Subcontract Agreement. ♦ If applicable, conduct County BHA BHBH Program implementation and capacity-building activities as described in the BHBH Program Plan. **Reporting—Year 4** ♦ Subcontractor shall participate in data collection and submission of quarterly narrative, data, and financial reports. Reports will be submitted as directed by AHP. These reports will summarize progress in implementing the BHBH Program Plan; expending funds, including, without limitation, equipment purchases; subcontracting; and providing bridge housing for individuals experiencing homelessness and serious behavioral health conditions; and must include accomplishments and any barriers to goals of the BHBH Program. The reports must cover the following time frames and observe the following due dates: • Year 4, Quarter 1: July 1–September 30, 2026, due by November 15, 2026 • Year 4, Quarter 2: October 1–December 31, 2026, due by February 15, 2027 • Year 4, Quarter 3: January 1–March 31, 2027, due by May 15, 2027 • Year 4, Quarter 4: April 1–June 30, 2027, due June 30, 2027 ♦ Meet state requirements for submission of data into the HMIS system as required by AB 977 when and in the manner required. ♦ Submit a final report by June 30, 2027.		
			Year 4 Subtotal	**$478,647**
			Subcontract Grand Total	**$2,371,591**

ATTACHMENT D

RATE SCHEDULE

(Under DHCS Agreement No. 22-20456-BHBH)

[ATTACHED]

ATTACHMENT D
PAYMENT SCHEDULE
SUBCONTRACTOR FUNDING/BUDGET
COUNTY NAME: Tehama County

Infrastructure Funding Usage Description	Budgeted Amount
Total Start-Up Infrastructure Funding	$457,000
Start-Up Infrastructure Budget Subtotal	**$457,000**
Non-Infrastructure Funding Usage Description	**Budgeted Amount**
Operating Bridge Housing	$1,830,604
Other Flexible Funding Categories (no Infrastructure)	$83,987
Budget Subtotal	**$1,914,591**
Total Budget	**$2,371,591**

Start-Up Infrastructure (SUI) Payment Schedule*

Invoicing Date Range	Invoice Description	Amount of Invoice
SUI Acquisition Invoice 1: **06/23/23 – 06/30/24**	Initial Advanced Payment of Acquisition Costs	Ninety Percent (90%) of Acquisition Subtotal
SUI Acquisition Invoice 2: **06/23/23 – 12/31/24**	Remainder of Acquisition Costs	Ten Percent (10%) of Acquisition Subtotal
SUI Renovation Invoice 1: **06/23/23 – 06/30/24**	Initial Advanced Payment of Real Estate Renovation Costs	Fifty Percent (50%) of Renovation Subtotal
SUI Renovation Invoice 2: **06/23/23 – 06/30/24**	Second Payment of Real Estate Renovation Costs Per Approved Cost Report Amount Submitted by Subcontractor	Up to Forty Percent (40%) of Renovation Subtotal
SUI Renovation Invoice 3: **07/01/24 – 12/31/24**	Final Payment of Real Estate Renovation Costs Upon Completion of AHP "desk review" of all previously submitted expenses	Ten Percent (10%) or Remainder of Renovation Subtotal
SUI Other Invoice 1: **06/23/23 – 06/30/24**	Advanced Payment of Initial Furnishings, Equipment, Appliances, Other or Indirect Approved Costs	Twenty-Five Percent (25%) of Initial Furnishings, Equipment, Appliances, Other or Indirect Approved Costs Subtotal

SUI Other Invoice 2: **06/23/23 – 06/30/24**	Second Installment Payment of Furnishings, Equipment, Appliances, Other or Indirect Approved Costs Per Approved Cost Report Amount Submitted by Subcontractor	Twenty-Five Percent (25%) of Initial Furnishings, Equipment, Appliances, Other or Indirect Approved Costs Subtotal
SUI Other Invoice 3: **06/23/23 – 06/30/24**	Third Installment Payment of Furnishings, Equipment, Appliances, Other or Indirect Approved Costs Per Approved Cost Report Amount Submitted by Subcontractor	Twenty-Five Percent (25%) of Initial Furnishings, Equipment, Appliances, Other or Indirect Approved Costs Subtotal
SUI Other Invoice 4: **06/23/23 – 12/31/24**	Final Installment Payment of Furnishings, Equipment, Appliances, Other or Indirect Approved Costs Per Approved Cost Report Amount Submitted by Subcontractor	Twenty-Five Percent (25%) or Remainder of Initial Furnishings, Equipment, Appliances, Other or Indirect Approved Costs Subtotal

*** If a County BHA has more than one approved Start-Up Infrastructure Project as a part of their BHBH Plan – each project would be invoiced separately and denoted as invoice a, b, c. A customized invoicing template will be provided by AHP.**

Non-Infrastructure Payment Schedule

COUNTY NAME: Tehama County

Funding Usage Description	Budgeted Amount
Operating Bridge Housing	$1,830,604
Flexible Funding Categories (no Infrastructure)	$83,987
Total Budget	**$1,914,591**

Invoicing Date Range	Invoice Description	Amount of Invoice
Invoice 1: **06/23/23 – 06/30/24**	Initial Advanced Payment of Non-Infrastructure Program Funds for completion and initial implementation of BHBH Program Plan.	Twenty-Five Percent (25%) of Subcontract Grand Total

Invoice 2: **07/01/24 – 06/30/25***	Second Installment Payment of Non-Infrastructure Program Funds Per Approved Cost Report Amount Submitted by Subcontractor for delivery of Bridge Housing as described in the BHBH Program Plan.	Up to Twenty-Five Percent (25%) of Subcontract Grand Total
Invoice 3: **07/01/25 – 06/30/26***	Third Installment Payment of Non-Infrastructure Program Funds Per Approved Cost Report Amount Submitted by Subcontractor as described in the BHBH Program Plan.	Up to Twenty-Five Percent (25%) of Subcontract Grand Total
Invoice 4: **07/01/26 – 06/30/27***	Final Installment Payment of Non-Infrastructure Program Funds Per Approved Cost Report Amount Submitted by Subcontractor as described in the BHBH Program Plan.	Twenty-Five Percent (25%) or Remainder of Subcontract Grand Total

***Invoicing may be expedited to an interval less than annually, but no more often than quarterly.**

ATTACHMENT E

_____ SCHEDULE

(Under DHCS Agreement No. 22-20456-BHBH)

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ATTACHMENT F

SPECIAL REAL ESTATE REQUIREMENTS

(Under DHCS Agreement No. 22-20456-BHBH)

The State of California through the Department of Health Care Services ("DHCS") is administering the Behavioral Health Bridge Housing Program ("BHBH Program") through noncompetitive predetermined funding to be awarded to county behavioral health agencies ("Behavioral Health Agencies" or "BHAs") to address the immediate housing and treatment need of people experiencing homelessness who have serious behavioral health conditions (such as a serious mental illness and/or substance use disorder) that prevent them for accessing help and moving out of homelessness.

In the event Subcontractor elects to expend up to twenty-five percent (25%) of its BHBH Program funds towards bridge housing start-up infrastructure (the "Infrastructure Project"), then the Special Real Estate Requirements set forth in this **Attachment F** (herein, "Program Funds") shall apply.

BHBH Program funding may be used for start-up costs and to make facilities more available to individuals with serious behavioral health conditions. Bridge housing start-up infrastructure funding is limited to seventy-five thousand dollars ($75,000) per bed. All bridge housing start-up infrastructure activities must be complete, and beds made available within one (1) year of execution of the Agreement.

These Special Real Estate Requirements shall become effective upon execution of the underlying Agreement and shall automatically expire concurrently with the expiration of the Prime Contract (the "Expiration Date") unless earlier terminated by AHP or DHCS (the "Term"). Terms not defined herein shall have the definitions ascribed in the Subcontract Agreement.

In the event Subcontractor was approved for the purchase of a facility or rehabilitation/renovation project, Subcontractor's plan to complete the project within one (1) year and Subcontractor's approved budget shall be incorporated herein by reference. Subcontractor further agrees that it shall be fully and solely responsible for any and all cost overruns of Subcontractor's project.

Article 1.

Conditions to Disbursement

AHP shall disburse the Program Funds to the Subcontractor for the amount of any reasonable, actual, and documented costs incurred in accordance with the Agreement, the SOW and the BHBH Program Plan for the Infrastructure Project upon satisfaction

of the requirements described in Section 1.1 below. Program Funds shall be disbursed for infrastructure construction costs only upon FULL satisfaction of the requirements in Section 1.1 and the additional requirements of Section 1.2, below. Program Funds disbursed for real property acquisition shall be disbursed only upon FULL satisfaction of the requirements in Section 1.1 and the additional requirements of Section 1.3, below. Program Funds to be disbursed for construction costs shall be disbursed only upon FULL satisfaction of the requirements of Section 1.1 and the additional requirements described in Section 1.4, below. Thereafter, Program Funds shall be disbursed to the Subcontractor for costs incurred for the Infrastructure Project within thirty (30) days of receipt of a complete request for Program Funds, provided such request for funds is approved by AHP or its designee.

1.1 **Subcontractor Obligations**

1.1.1 Subcontractor is responsible for ensuring that they and their subcontractors and other vendors meet all federal, state, and local requirements.

1.1.2 Subcontractor is responsible for ensuring that they and their subcontractors and all other vendors satisfy all requirements set forth in the RFA, the Agreement, and the BHBH Program.

1.1.3 Subcontractor shall comply with the terms of the provisions of these Special Real Estate Requirements and fully executed copies of the Agreement and this Attachment F.

1.2 **Requirements for Disbursement of Program Funds – Infrastructure Construction Costs**

1.2.1 No Program Funds shall be released to the Subcontractor for any Infrastructure Project costs until the Subcontractor submits, and AHP approves, the documents described below, and any additional supporting information, as may be required:

1.2.1.1 A construction monitoring plan that shall include, at a minimum:

1.2.1.1.a. Review of building and construction plans, contracts with general contractors and significant subcontractors, permits, and change orders;

1.2.1.1.b. Periodic site inspections by Subcontractor staff or designees, with pictures and certified reports to accompany invoicing to AHP;

1.2.1.1.c. Policies and procedures for addressing cost overruns and Subcontractor or any underlying subcontractor or vendors failure to perform;

1.2.1.1.d. Policies and procedures for implementing responsibilities for managing, processing, and distributing payments as

the Project's fiscal intermediary, including ensuring that each contracting party receives funding in a timely manner in pursuance of its contractual obligations entered into with the Subcontractor;

1.2.1.1.e. Mechanisms and processes to oversee and monitor ongoing compliance with contractual obligations, including infrastructure and rental assistance programs (see Section 1.5, below), that may require onsite visits and desk reviews, and all designed to protect against fraud and abuse throughout the term of the Agreement; and

1.2.1.1.f. Maintaining detailed records of accounts of all funds distributed and expended on the Project, by whom they were spent, and how the funds were utilized.

1.2.1.2 The Subcontractor's request for funds, with all required supporting documents appended thereto.

1.2.1.3 Certificates of insurance, or a certification of the Sponsor of self-insurance coverage if the Sponsor is self-insured, evidencing coverages required by the Agreement and naming AHP and DHCS as additional insureds, which shall be in the form and substance acceptable to AHP and DHCS.

1.2.1.4 Executed an access agreement allowing DHCS, or its designee, access to the facility or facilities funded by the Project Funds.

1.3 **Requirements for Disbursement of Program Funds – Property Acquisition Costs**. Expenditures that include contributing to the purchase of property will require site control, defined as ownership, an executed purchase and sale agreement, and/or other agreement that is legally enforceable to the satisfaction of AHP that satisfies site control. No Program Funds shall be released to the Subcontractor for any Infrastructure Project costs related to the acquisition of real property until the Subcontractor satisfies the requirements described in Section 1.1 above. The Subcontractor obtains and notifies AHP of receipt and AHP, at its sole discretion, may determine to review and approve any and all documents described in this Section 1.3, and any additional information as may be required by AHP. AHP reserves the right to request copies of any information provided herein. Program Funds disbursed for acquisition of real property will be deposited directly into an escrow account opened by the Subcontractor for the transfer of title of the real property with the appropriate title company, and the following documents produced:

1.3.1 fully executed purchase and sale agreement or other agreement evidencing the Subcontractor's site control over the property upon which the Project is to be constructed or operated, which shall be in the form and substance acceptable to Subcontractor.

1.3.2 A written appraisal report setting forth an opinion of fair market value of the real property upon which the Infrastructure Project is to be constructed or operated prepared by a certified general appraiser

licensed in the State of California ("Certified Appraisal Report"), which shall be in the form and substance acceptable to Subcontractor.

1.3.3 A current title report reflecting all existing liens, encumbrances, taxes owed, easements, covenants, or any other restrictions for the real property to be acquired. If the Subcontractor's interest in the real property to be acquired is a leasehold, then the Subcontractor shall provide a current title report for the leasehold interest and the fee interest. For tribal trust land, the Subcontractor shall provide a certified Title Status Report from the U.S. Department of the Interior Bureau of Indian Affairs or an attorney's opinion regarding chain of title and current title status. All of the foregoing shall be in the form and substance acceptable to Subcontractor;

1.3.4 Any acquisition of real property that requires a deed of trust shall also require a commitment from a title insurance company for an ALTA Lenders Title Insurance policy in a form acceptable to AHP in the amount of the Program Funds disbursed for purposes of acquiring the property. The condition of title, the insurer, the liability amount, the form of policy, and the endorsements shall be subject to AHP approval. The policy shall insure that the Subcontractor holds good and marketable title (fee simple or leasehold) and shall show the Declaration of Restrictions in the lien priority approved by AHP and only subject to such title exceptions as are approved by AHP, its designee, or DHCS.

1.3.5 Evidence of any additional funds necessary for the Subcontractor to acquire the property to be used for bridge housing if the Program Funds are not providing the full amount of the acquisition costs, which shall be in the form and substance acceptable AHP and DHCS.

1.3.6 Signed escrow instructions, providing for the following:

1.3.6.1 When applicable, a Declaration of Restrictions, as approved by AHP and/or including its designee or DHCS, shall be recorded at the close of escrow against the real property upon which the Project is to be constructed or operated; and

1.3.6.2 When applicable, a Deed of Trust, as approved by AHP and/or including its designee or DHCS, shall be recorded at the close of escrow against the real property upon which the Project is to be constructed or operated.

1.3.7 AHP may, at the direction of DHCS, waive the signed escrow instructions requirement as set forth in Section 1.3.6, above. In those cases, the Subcontractor shall execute a facility access agreement allowing AHP, DHCS, or its designee, access to the facility or facilities funded by the Project Funds, and requiring the Subcontractor to use the property, or portion of the property funded by the Project Funds for the intended purpose. In the event the Subcontractor violates the terms of the facility access agreement, AHP at the direction of DHCS or DHCS on its own shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without

restriction or limitation of any other rights and remedies available at law or in equity.

1.4 **Requirements for Disbursement of Program Funds - Construction Costs**. No Program Funds shall be released to the Subcontractor for Infrastructure Project costs for construction activities until the Subcontractor satisfies the requirements described in Sections 1.1 and 1.2, above, and the Subcontractor obtains and notifies AHP of receipt and AHP, at its sole discretion, may determine to review and approve any and all documents described in this Section 1.4, and any additional information as may be required by AHP. AHP reserves the right to request copies of any information provided herein.

1.4.1 The Subcontractor and the Subcontractor's general contractor shall submit documentation certifying compliance with requirements related to public works projects pursuant to California Labor Code section 1720 *et seq.*, as well as all applicable federal labor and wage laws. AHP, at its sole discretion, has the right but not the obligation to review and approve any and all documents described in this Section 1.4 and any additional information or documents as may be required by AHP hereunder.

1.4.2 Plans and specifications for the construction work as identified in the SOW and BHBH Program Plan, which shall be in the form and substance acceptable to Subcontractor.

1.4.3 A construction contract that is based on construction plans, with a licensed general contractor for an amount consistent with the construction costs in the approved Infrastructure Project budget incorporated into the SOW, which shall be in the form and substance acceptable to Subcontractor, including execution of any construction contract rider, when applicable.

1.4.4 Copies of labor and material bonds and performance bonds for the construction work in an amount equal to one hundred percent (100%) of the cost of construction, which shall be in the form and substance acceptable to Subcontractor, naming AHP and DHCS as co-obliges on the bonds.

1.4.5 Copies of all required building, land use, and fire clearance or other required building permits or approvals for the Infrastructure Project, which shall be in the form and substance acceptable to Subcontractor.

1.4.6 The Subcontractor has submitted a written request for Program Funds on a form approved by AHP providing sufficient detail and with sufficient supporting documentation to permit AHP or its designee to confirm that the request is consistent with the terms of this Agreement and the Project budget.

1.4.7 When a disbursement is requested to pay any contractor in connection with the construction work, the written request must be accompanied by a certification by the Subcontractor's architect or project manager that the work for which disbursement is requested has been completed

(although AHP reserves the right to inspect or have its designee inspect the Project and make an independent evaluation); and (b) lien release and/or mechanics lien title insurance endorsements reasonably acceptable to AHP.

1.5 **Requirements for Disbursement of Program Funds – Rental Assistance**

To receive BHBH Program rental assistance funds, Subcontractor must submit for DHCS review related policies and procedures that address the following:

1.5.1 The calculation of rental assistance, which must be indicated and must use either Fair Market Rents (FMRs) or a rent reasonableness methodology to calculate allowable rental rates. Subcontractor may offer either shallow subsidies up to a specific dollar amount or a formula in which the individual pays a portion of the rent based on income.

1.5.2 Clear eligibility requirements for individuals and units for short-term and/or mid-term rental assistance. The requirements for both short- and mid-term assistance may be the same, or the Subcontractor may have fewer requirements for short-term assistance than for mid-term.

1.5.3 Fraud prevention, along with regular audits and clear documentation of all payments.

1.5.4 Requirements for payments to be made directly to property owners or managers.

1.5.5 Requirements to provide supportive services and resources to individuals who are receiving rental assistance, to remove barriers and help them obtain longer-term rental assistance or other affordable housing.

1.5.6 Requirements for participants to have access to onsite supportive services at the facility or though home visits.

1.6 **Waiver of Terms and Conditions**. It is understood that DHCS may, in its sole discretion, through AHP and Subcontractor's BHBH Program Plan, waive, in whole or in part, in writing any of the terms and provisions of this **Attachment F**. Any such waiver shall be in writing and without prejudice to DHCS's rights in respect of any other terms or provisions therein. Except as specifically set forth in writing, no further waivers of any terms or provisions contained in this **Attachment F** shall be construed as a waiver of any subsequent terms or provisions herein.

Article 2.

Notification to Proceed

In the event that Program Funds are used for the performance of construction on the Project, the Subcontractor shall submit an updated budget and schedule to AHP for its approval prior to the Subcontractor's issuance of a notice to proceed to its general contractor. The updated budget and schedule shall be consistent with the final plans and specifications for the Project. The Subcontractor shall not issue a notice to proceed

to its general contractor until AHP has approved the updated budget and schedule, if any.

Article 3.

Performance

The Subcontractor shall comply with the schedule set forth in the Performance Milestones and shall provide any certification when requested. The Subcontractor shall provide regular progress reports to AHP but in all events at least quarterly, including its progress toward meeting the Performance Milestones. The Subcontractor may apply to AHP for an extension of any Performance Milestones or an extension to submit any required certification, which AHP may approve based on a showing of good cause and acceptable assurances from the Subcontractor for timely completion of the remaining Performance Milestones as determined by AHP. Any extension granted by AHP shall not be effective unless granted in writing, and such writing shall be considered an amendment to this Agreement and incorporated herein.

Article 4.

Default

FAILURE TO SATISFY ANY ONE OF THE CERTIFICATIONS AND/OR PERFORMANCE MILESTONES (UNLESS SUCH PERFORMANCE MILESTONE IS EXTENDED) SHALL CONSTITUTE A BREACH OF THIS AGREEMENT AND ENTITLE AHP TO MANDATE THE SUBCONTRACTOR TO RETURN TO THE STATE OF CALIFORNIA ANY PROGRAM FUNDS DISBURSED; IN ANY SUCH INSTANCE, AHP MAY, WITH DHCS APPROVAL, ALSO CANCEL THIS AGREEMENT WITHOUT OWING ANY DAMAGES OR OTHER PAYMENT TO THE SUBCONTRACTOR.

Attachment G
Subcontractor Certification
(Under DHCS Agreement No. 22-20456-BHBH)

Subcontractor Certification Clause

CCC 04/2017

CERTIFICATION:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Subcontractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Subcontractor/Bidder Firm Name	Federal ID Number
Tehama County Health Services Agency	94-6000543

By (Authorized Signature)

DocuSigned by:
Jayme Bottke
E28E8F189E62493...

Printed Name and Title of Person Signing

Jayme Bottke Executive Director

Date Executed	Executed in the County of
4/19/2024	Tehama

SUBCONTRACTOR CERTIFICATION CLAUSES

STATEMENT OF COMPLIANCE:

Subcontractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

DRUG-FREE WORKPLACE REQUIRMENTS:

Subcontractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

(a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

(b) Establish a Drug-Free Awareness Program to inform employees about:

1. the dangers of drug abuse in the workplace;
2. the person's or organization's policy of maintaining a drug-free workplace;
3. any available counseling, rehabilitation, and employee assistance programs; and,
4. penalties that may be imposed upon employees for drug abuse violations.

(c) Provide that every employee who works on the proposed Agreement will:

1. receive a copy of the company's drug-free policy statement; and
2. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Subcontractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Subcontractor has made false certification; or (2) violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Subcontractor certifies that no more than one (1) final unappealable finding of contempt of court by a federal court has been issued against Subcontractor within the immediately preceding two-year period because of Subcontractors failure to comply with an order of a federal court which orders Subcontractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

SUBCONTRACTS FOR LEGAL SERVICES $50,000 OR MORE-PRO BONO REQUIREMENT

Subcontractor hereby certifies that Subcontractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1,2003.

Subcontractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the Agreement equal to the lessor of 30 multiplied by the number of full-time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any Agreement period of less than a full year or 10% of its Agreement with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services and may be taken into account when determining the award of future contracts with the State for legal services.

EXPATRIATE CORPORATIONS:

Subcontractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1 and is eligible to contract with the State of California.

SWEATFREE CODE OF CONDUCT:

a. All Subcontractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works Agreement, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the Agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Subcontractor further declares under penalty of perjury that they adhere to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website and Public Contract Code Section 6108.

b. The Subcontractor agrees to cooperate fully in providing reasonable access to the Subcontractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the Subcontractor's compliance with the requirements under paragraph (a).

DOMESTIC PARTNERS:

For agreements of $100,000 or more, Subcontractor certifies that Subcontractor is in compliance with Public Contract Code section 10295.3.

GENDER IDENTITY:

For agreements of $100,000 or more, Subcontractor certifies that Subcontractor is in compliance with Public Contract Code Section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

CONFLICT OF INTEREST:

Subcontractor needs to be aware of the following provisions regarding current or former state employees. If Subcontractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

a. Current State Employees (PCC 10410):

1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or

has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

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

b. Former State Employees (PCC 10411):

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

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

If Subcontractor violates any provisions of the above paragraphs, such action by Subcontractor shall render this Agreement void. (PCC 10420)

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

LABOR CODE/WORKERS COMPENSATION:

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

AMERICANS WITH DISABLITIES ACT:

Subcontractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

SUBCONTRACTORS NAME CHANGE:

An amendment is required to change the Subcontractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be

paid prior to approval of said amendment.

CORPORATE QUALIFICATION TO DO BUSINESS IN CALIFORNIA

(a) When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the Subcontractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

(b) "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate Subcontractor performing within the state not be subject to the franchise tax.

(c) Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

RESOLUTION:

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

AIR OR WATER POLLUTION VIOLATION:

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

PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all Subcontractors that are not another state agency or other government entity.

Pursuant to Public Contract Code Section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew an Agreement with, a state agency with respect to any Agreement in the amount of $100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted, or the Agreement is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For Agreement executed or renewed after January 1, 2017, the Subcontractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and

Housing Act (Section 12960 of the Government Code); and

2. EMPLOYER DISCRIMINATION POLICIES For Agreements executed or renewed after January 1, 2017, if a con Subcontractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Subcontractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code).

Balance of the page intentionally left blank;
Signature pages to follow.

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

Proposer/Bidder Name (Printed): Tehama County Health Services Agency EIN: 94-6000543

DocuSigned by:
Jayme Bottke
E25E8F189E02493...

By (Authorized Signature):

Jayme Bottke Executive Director

Printed Name and Title of Person Signing:

Executed in the County of: Tehama Executed in the State of California.

Date Executed: 4/19/2024

Exhibit G
EO Sanction Notification

State of California—Health and Human Services Agency
Department of Health Care Services

MICHELLE BAASS
DIRECTOR

GAVIN NEWSOM
GOVERNOR

May 03, 2022

Charles Galland
Chief Operating Officer
Advocates for Human
Potential, Inc.
490B Boston Post Road,
Sudbury, MA 01776
Contract # 21-10368 A01

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

Dear Charles Galland:

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions).

Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at $5 million or more, a separate notification will be sent outlining additional requirements specified under the EO.

Administration
Office MS4200
1501 Capitol Ave, Sacramento, CA 95814
Phone: (916) 552-8006
Internet Address: http://www.DHCS.ca.gov

E-Contract Review
Approval as to Form

Department Name: Health Services

Vendor Name: Tehama County Continuum of Care and The Vitality Project

Contract Description: For the purpose of meeting Behavioral Health Bridge Housing Program objectives

APPROVED AS TO FORM:

Date: 03/09/2026

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Agenda Request Form

File #: 26-0351 **Agenda Date:** 3/24/2026 **Agenda #:** 21.

SHERIFF'S OFFICE / PERSONNEL - Sheriff Dave Kain

Requested Action(s)
a) Request approval of revisions to the Dietary Cook classification specification, including a title change to Dietary Cook I/II, within the Memorandum of Understanding between Tehama County and the Joint Council bargaining unit, effective 3/24/26

b) RESOLUTION - Request adoption of a resolution amending the FY 2025-26 Personnel Allocation List (PAL), (Reso #2025-074), by deleting five (5.00 FTE) Dietary Cook allocations and adding five (5.00 FTE) Dietary Cook I/II allocations within the Jail (BU 2032) and by deleting three (3.00 FTE) Dietary Cook allocations and adding three (3.00 FTE) Dietary Cook I/II allocations to the Juvenile Detention Facility (BU 2036), effective 3/24/26

c) Request approval to reclassify two (2) Dietary Cook incumbents to Dietary Cook I and one (1) Dietary Cook incumbent to Dietary Cook II, effective 3/24/26

Financial Impact:
The potential annual financial impact to the Jail budget (BU 2032) ranges from approximately $22,402 to $27,277, depending on level and step placement of incumbents. Reclassifying one incumbent to the Dietary Cook II classification will result in an additional $1,441 cost in the Jail budget (BU 2032) for the remainder of FY 25/26.

There is no immediate financial impact to the Juvenile Detention Facility budget (BU 2036), as the two incumbents reclassified to the Dietary Cook I will retain their existing salary placements under the proposed structure.

Background Information:
The Sheriff's Office requests approval to update the existing Dietary Cook classification by establishing a flexibly staffed series of Dietary Cook I/II. The goal in creating the Dietary Cook II classification is to help attract experienced candidates, improve retention, and provide advancement opportunities for current staff. Retaining a lower-level entry classification also ensures departments can continue hiring individuals with less experience who can develop the knowledge, skills, and abilities necessary to promote within the series. Flexibly staffed promotions within a flexibly staffed classification series are not automatic, movement within the series will occur based on department needs and at the discretion of the Department Head.

The proposed salary placement is Joint Council Salary Range 15 for the Dietary Cook I, which is the same as the current single-level classification, and Range 19 for the Dietary Cook II. This structure provides a ten percent (10%) separation between the two levels. This structure also maintains an appropriate salary separation of twelve and a half percent (12.5%) between the Dietary Cook II and the Dietary Supervisor classification at Range 24.

Upon approval of the requested classifications, the Sheriff's Office requests to reclassify one incumbent to Dietary Cook II to reflect the level experience and responsibilities. This classification is also utilized by the Probation Department within the Juvenile Detention Facility (JDF). If approved, the Probation Department requests to reclassify two current incumbents as Dietary Cook I, aligning their job responsibilities with the new structure.

Approval of this proposal will strengthen recruitment efforts as well as support employee development.

The Joint Council Bargaining Unit has been notified of the requested actions and is in agreement.

TITLE: DIETARY COOK I/II **FLSA: Non-Exempt**

BOARD APPROVED: **BARGAINING UNIT: Misc.**

DEFINITION

Under general supervision ~~of the Dietary Supervisor~~, prepares, cooks, packages and/or serves meals following applicable federal, state and County rules and regulations. Prepares required reports of food service activity; may perform duties of supervisor in his/her absence. Performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Dietary Supervisor, or assigned management. This position has no supervisory responsibilities, but may provide leadership and instruction to ~~persons~~ individuals assisting with kitchen duties, such as juvenile wards, inmates and/or extra help.

CLASS CHARACTERISTICS

Positions in this classification series are flexibly staffed. This is a multi-level professional classification series in which incumbents may be assigned to either of the two (2) levels, depending upon experience, proficiency gained, and the complexity of assigned functions. An incumbent at the Dietary Cook I level may be promoted to the Dietary Cook II level when work knowledge has been developed, sound work habits demonstrated, and requirements have been met.

Dietary Cook I: This is the entry-level classification in the Dietary Cook series. ~~I~~Initially under immediate supervision, incumbents perform~~s~~ routine duties in the preparation, packaging and/or service of meals. Positions at this level usually perform most of the duties required of the positions at the Dietary Cook II level but are not expected to function at the same skill level and usually exercise less independent discretion and judgment in matters related to work procedures and methods. Under supervision, incumbents assist in the training of juvenile wards and/or inmates in the cooking and baking of all meal items served and/or transported from the Jail kitchen. ~~This classification is distinguished from the Dietary Supervisor in that it has no supervisory responsibilities.~~

Dietary Cook II: This is the journey-level classification in the Dietary Cook series. Positions at this level are distinguished from the Dietary Cook I by the performance of the full range of duties as assigned, working independently under less supervision, and exercising judgment and initiative. Incumbents train other lower-level Dietary Cook incumbents and juvenile wards and/or inmates in the cooking and baking of all meal items served and/or transported from the Jail kitchen. This classification is distinguished from the Dietary Supervisor in that it has no supervisory responsibilities.

EXAMPLES OF ESSENTIAL FUNCTIONS (Illustrative Only)

- Prepares, cooks, packages and/or serves healthy, appetizing meals.
- Prepares special dietary meals as directed.
- Dispenses appropriate portions of food to be served.
- Cleans and sanitizes kitchen, dining areas, cooking equipment, utensils, cookware, storage facilities, refrigerator, freezer etc.
- Assists in maintaining kitchen equipment.
- Assists in assessing dietary needs; assists in the planning of menus to ensure adequate variety and nutritional content; adapts recipes and prepares special diets as requested.
- Prepares foods for special events as required.
- Performs all duties in accordance with applicable federal, state and County rules, regulations and guidelines.
- May Pprovides leadership and instruction to juvenile wards or inmates engaged in food service work in the absence of the Dietary Supervisor.
- Assists in maintaining supply and food inventory; orders produce as needed; properly stores food and supplies.
- Practices Hazard Analysis Critical Control Points (HACCP) according to the established plan when packaging food items.
- Conducts meal counts; prepares menus, lists, records and reports of food service activity as required.
- Receives and responds to routine inquiries regarding foods and food services.
- Attends meetings and training courses, as required, to enhance job knowledge and skills.
- Performs other related duties as may be assigned.

QUALIFICATIONS

Knowledge of:

- Institutional meal planning and cooking procedures
- Sanitation and safety techniques
- Governmental regulations pertaining to food service
- Basic medical terminology
- Applicable occupational hazards and safety precautions
- Applicable Federal, State, County, Department, and Division laws, regulations, policies and procedures
- Techniques for providing leadership and training to those who may assist in kitchen
- Modern office practices, methods and computer equipment
- Recordkeeping principles and procedures
- Computer applications related to the work
- English usage, grammar, spelling, vocabulary, and punctuation
- Techniques for dealing effectively with and providing a high level of customer service to all individuals contacted in the course of work

Ability to:

- Teach juvenile wards and/or inmates job skills if they are eligible to work in a kitchen setting.
- Operate standard commercial cooking and cleaning equipment.
- Read and interpret physician's orders and prepare a therapeutic diet.

- Prepare food that is visually appealing and that tastes good, in large quantities.
- Adapt recipes to specific dietary requirements.
- Assess dietary requirements.
- Maintain simple bookkeeping and inventory records.
- Provide leadership and instruction to others as assigned.
- ~~Use computers as required in the course of duty.~~
- Enter and retrieve data from a computer with sufficient speed and accuracy to perform assigned work.
- Work independently and as a team member.
- Use English effectively to communicate in person, over the telephone and in writing.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities and meet critical time deadlines.
- Operate modern office equipment including computer equipment and specialized software applications programs.
- Make accurate arithmetic, financial and statistical computations.
- React calmly and professionally in emergency, emotional, and/or stressful situations.
- Make sound, educated decisions.
- Maintain significant flexibility in daily operations and decision making.
- Assemble and analyze information and prepare written reports and records in a clear and concise manner.

Education and Experience:

Any combination of training and experience which would provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the required qualifications would be:

- Equivalent to completion of the twelfth (12th) grade.

Dietary Cook I:

- One (1) year of cooking experience is required.
- Experience preparing, baking and cooking food in an institutional or commercial kitchen is highly desired~~able~~.

Dietary Cook II:

- One (1) year of experience as a Dietary Cook I with Tehama County or two (2) years of experience in preparing and cooking food and baking in an institutional or commercial kitchen.
- Other combinations of education and experience may be considered.

License and Special Requirements:

- Requires possession of a valid California driver's license.
- Completion of a Hazard Analysis Critical Control Point (HACCP) sanitation certification course for food service workers is desired~~able~~.
- Specialized training related to specific assignment may be required.
- Must obtain and maintain current American Red Cross basic first aid and CPR certificates within 90 days of hire. This course is sponsored by the County of Tehama at no expense to the employee.
- Must be able to pass an extensive background investigation prior to employment.

PHYSICAL DEMANDS

~~The e~~Employees in this classification are~~is~~ continually required to stand, walk, sit, ~~and~~ talk, ~~or~~ hear, taste and smell. Employees m~~M~~ust have sufficient fine finger dexterity to use hand to finger, handle or feel objects, tools or controls. Employees are o~~O~~ccasionally required to climb, ~~or~~ balance, stoop, kneel, crouch and~~or~~ crawl. Corrected hearing and vision to normal range. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 50 pounds as necessary to perform job functions. ~~Use of office and kitchen equipment.~~

WORKING CONDITIONS

Employees work in a food service environment with moderate noise levels, extreme temperature conditions, dust, steam, fumes, scents, odors from cooking, and occasional exposure to hazardous physical substances. Work may involve personal danger, and exposure to hazardous, uncontrollable and life-~~-~~threatening situations can occur. Employees may interact with upset staff and/or public and private representatives in daily routine and when interpreting and enforcing departmental policies and procedures. Employees may be required to work on evenings, weekends, and holidays.

EQUAL OPPORTUNITY EMPLOYER / AMERICANS WITH DISABILITIES ACT COMPLIANT / VETERANS' PREFERENCE POLICY / DRUG-FREE WORKPLACE

(11/07/17, 10/2017)

TITLE: DIETARY COOK I/II **FLSA: Non-Exempt**

BOARD APPROVED: **BARGAINING UNIT: Misc.**

DEFINITION

Under general supervision, prepares, cooks, packages and/or serves meals following applicable federal, state and County rules and regulations. Prepares required reports of food service activity; may perform duties of supervisor in his/her absence. Performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Dietary Supervisor or assigned management. This position has no supervisory responsibilities but may provide leadership and instruction to individuals assisting with kitchen duties, such as juvenile wards, inmates and/or extra help.

CLASS CHARACTERISTICS

Positions in this classification series are flexibly staffed. This is a multi-level professional classification series in which incumbents may be assigned to either of the two (2) levels, depending upon experience, proficiency gained, and the complexity of assigned functions. An incumbent at the Dietary Cook I level may be promoted to the Dietary Cook II level when work knowledge has been developed, sound work habits demonstrated, and requirements have been met.

Dietary Cook I: This is the entry-level classification in the Dietary Cook series. Initially under immediate supervision, incumbents perform routine duties in the preparation, packaging and/or service of meals. Positions at this level usually perform most of the duties required of the positions at the Dietary Cook II level but are not expected to function at the same skill level and usually exercise less independent discretion and judgment in matters related to work procedures and methods. Under supervision, incumbents assist in the training of juvenile wards and/or inmates in the cooking and baking of all meal items served and/or transported from the Jail kitchen.

Dietary Cook II: This is the journey-level classification in the Dietary Cook series. Positions at this level are distinguished from the Dietary Cook I by the performance of the full range of duties as assigned, working independently under less supervision, and exercising judgment and initiative. Incumbents train other lower-level Dietary Cook incumbents and juvenile wards and/or inmates in the cooking and baking of all meal items served and/or transported from the Jail kitchen. This classification is distinguished from the Dietary Supervisor in that it has no supervisory responsibilities.

EXAMPLES OF ESSENTIAL FUNCTIONS (Illustrative Only)

- Prepares, cooks, packages and/or serves healthy, appetizing meals.
- Prepares special dietary meals as directed.
- Dispenses appropriate portions of food to be served.
- Cleans and sanitizes kitchen, dining areas, cooking equipment, utensils, cookware, storage facilities, refrigerator, freezer etc.
- Assists in maintaining kitchen equipment.
- Assists in assessing dietary needs; assists in the planning of menus to ensure adequate variety and nutritional content; adapts recipes and prepares special diets as requested.
- Prepares food for special events as required.
- Performs all duties in accordance with applicable federal, state and County rules, regulations and guidelines.
- May provide leadership and instruction to juvenile wards or inmates engaged in food service work in the absence of the Dietary Supervisor.
- Assists in maintaining supply and food inventory; orders produce as needed; properly stores food and supplies.
- Practices Hazard Analysis Critical Control Points (HACCP) according to the established plan when packaging food items.
- Conducts meal counts; prepares menus, lists, records and reports of food service activity as required.
- Receives and responds to routine inquiries regarding food and food services.
- Attends meetings and training courses, as required, to enhance job knowledge and skills.
- Performs other related duties as may be assigned.

QUALIFICATIONS

Knowledge of:
- Institutional meal planning and cooking procedures
- Sanitation and safety techniques
- Governmental regulations pertaining to food service
- Basic medical terminology
- Applicable occupational hazards and safety precautions
- Applicable Federal, State, County, Department, and Division laws, regulations, policies and procedures
- Techniques for providing leadership and training to those who may assist in kitchen
- Modern office practices, methods and computer equipment
- Recordkeeping principles and procedures
- Computer applications related to the work
- English usage, grammar, spelling, vocabulary, and punctuation
- Techniques for dealing effectively with and providing a high level of customer service to all individuals contacted in the course of work

Ability to:
- Teach juvenile wards and/or inmates job skills if they are eligible to work in a kitchen setting.
- Operate standard commercial cooking and cleaning equipment.
- Read and interpret physician’s orders and prepare a therapeutic diet.
- Prepare food that is visually appealing and that tastes good, in large quantities.
- Adapt recipes to specific dietary requirements.

- Assess dietary requirements.
- Maintain simple bookkeeping and inventory records.
- Provide leadership and instruction to others as assigned.
- Enter and retrieve data from a computer with sufficient speed and accuracy to perform assigned work.
- Work independently and as a team member.
- Use English effectively to communicate in person, over the telephone and in writing.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities and meet critical time deadlines.
- Operate modern office equipment including computer equipment and specialized software applications programs.
- Make accurate arithmetic, financial and statistical computations.
- React calmly and professionally in emergency, emotional, and/or stressful situations.
- Make sound, educated decisions.
- Maintain significant flexibility in daily operations and decision making.
- Assemble and analyze information and prepare written reports and records in a clear and concise manner.

Education and Experience:
Any combination of training and experience which would provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the required qualifications would be:

- Equivalent to completion of the twelfth (12^{th}) grade.

Dietary Cook I:
- One (1) year of cooking experience is required.
- Experience preparing, baking and cooking food in an institutional or commercial kitchen is highly desired.

Dietary Cook II:
- One (1) year of experience as a Dietary Cook I with Tehama County or two (2) years of experience in preparing and cooking food and baking in an institutional or commercial kitchen.
- Other combinations of education and experience may be considered.

License and Special Requirements:
- Requires possession of a valid California driver's license.
- Completion of a Hazard Analysis Critical Control Point (HACCP) sanitation certification course for food service workers is desired.
- Specialized training related to specific assignment may be required.
- Must obtain and maintain current American Red Cross basic first aid and CPR certificates within 90 days of hire. This course is sponsored by the County of Tehama at no expense to the employee.
- Must be able to pass an extensive background investigation prior to employment.

PHYSICAL DEMANDS

Employees in this classification are continually required to stand, walk, sit, talk, hear, taste and smell. Employees must have sufficient fine finger dexterity to use hand to finger, handle or feel objects, tools or controls. Employees are occasionally required to climb,

balance, stoop, kneel, crouch and crawl. Corrected hearing and vision to normal range. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 50 pounds as necessary to perform job functions.

WORKING CONDITIONS

Employees work in a food service environment with moderate noise levels, extreme temperature conditions, dust, steam, fumes, scents, odors from cooking, and occasional exposure to hazardous physical substances. Work may involve personal danger, and exposure to hazardous, uncontrollable and life-threatening situations can occur. Employees may interact with upset staff and/or public and private representatives in daily routine and when interpreting and enforcing departmental policies and procedures. Employees may be required to work on evenings, weekends, and holidays.

EQUAL OPPORTUNITY EMPLOYER / AMERICANS WITH DISABILITIES ACT COMPLIANT / VETERANS' PREFERENCE POLICY / DRUG-FREE WORKPLACE

(11/07/17, 10/2017)

RESOLUTION NO. _____

PAL CHANGE

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Tehama, State of California, does hereby amend **Resolution 2025-074, the 2025-26** Position Allocation List, as follows:

DEPARTMENT (BUDGET)/POSITION		**ALLOCATION** From	To	**RANGE** From	To	**EFFECTIVE DATE**
JAIL (2032)						
Dietary Cook	Decrease	5.00	0.00	15	-	3/24/26
Dietary Cook I/II	Increase	0.00	5.00	-	15/19	3/24/26
JUVENILE HALL (2036)						
Dietary Cook	Decrease	3.00	0.00	15	-	3/24/26
Dietary Cook I/II	Increase	0.00	3.00	-	15/19	3/24/26

The Master Salary Schedule and any affected Exhibits will be updated to reflect the above changes, if applicable.

The foregoing resolution was offered on a motion by Supervisor _____, seconded by Supervisor _____ and adopted by the following vote of the Board:

AYES:

NOES:

ABSENT OR NOT VOTING:

STATE OF CALIFORNIA)
) SS
COUNTY OF TEHAMA)

I, Sean Houghtby, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full true and correct copy of a Resolution and Order adopted by the Board of Supervisors on the _____ day of _____, 2026.

Dated this _____ day of _____, 2026.

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

By _____
Deputy

RESOLUTION NO. _____

Tehama County

Agenda Request Form

File #: 26-0367 **Agenda Date:** 3/24/2026 **Agenda #:** 22.

SHERIFF'S OFFICE - Sheriff Dave Kain

Requested Action(s)
a) TRANSFER OF FUNDS: SHERIFF, B-56 - From Public Safety (106-301900) to Contingency (2002-59000), $54,425.00; and from Contingency (2002-59000) to Professional/Special Services (2027-53230), $54,425.00 **(Requires a 4/5's vote)**

b) AGREEMENT - Request approval and authorization for the Chair and the Sheriff to sign the Agreement with Sun Ridge Systems, Inc. to purchase RIMS Mobile Computer and Mobile Mapping Software and one year of support and updates in the amount not to exceed $54,425.00, effective upon signing and terminate 12 months after the date of execution

Financial Impact:
There is no financial impact to the FY 25/26 General Fund. PG&E settlement funds will be utilized for the purchase of the software.

Background Information:
Sun Ridge Systems, Inc. has decades of experience developing Computer-Aided Dispatch (CAD), Records, and Jail Management Software for public safety agencies. The company continually updates its Records Information Management System (RIMS) to ensure the platform remains current and compliant with evolving state and federal requirements, including the National Incident-Based Reporting System (NIBRS) and Stop Data Reporting mandates. RIMS is a comprehensive records management solution designed to support law enforcement operations through reliable data collection, documentation, and reporting.

The proposed RIMS software is designed for mobile use on laptops and other field devices, allowing deputies and staff to efficiently document incidents and access critical information while operating in the field. This capability enables personnel to enter reports, review case details, and obtain relevant information without having to return to the office before proceeding to the next call for service. The Sheriff's Office's current records system is not optimized for mobile functionality and regularly experiences technical issues, resulting in operational disruptions and reduced efficiency. Implementing a modern, mobile-capable RIMS will improve field productivity, reduce delays in documentation and information access, and allow deputies to remain in service and respond more quickly to incidents.

In addition to improving operational capability, the system supports emergency response to fire threats. Deputies routinely patrol rural and wildland areas and are often among the first to identify smoke, wildfire starts, illegal burn activity, or other fire hazards. RIMS allows personnel to immediately document and transmit incident information such as location, observations, and hazards. This information can then be quickly shared with dispatch, fire departments, and cooperating agencies to support early detection and coordinated response.

The use of PG&E settlement funds for this project is appropriate because the system strengthens the County's ability to detect, document, and communicate emerging wildfire threats. Enhancing these capabilities improves situational awareness, early notification, and multi-agency coordination, supporting wildfire mitigation, public safety preparedness, and community protection consistent with the intended purpose of PG&E settlement funds.

Tehama County Auditor's Office

BUDGET APPROPRIATION INCREASE REQUEST

Auditor Number B-56

DEPARTMENT NAME PG&E/Sheriff

Date: 3/11/2026

I am requesting an increase to my budget appropriates as listed below:

Check one [X] **"Previous Year Revenue"** [ ] **"New Revenue"**

Funding Source PG&E Settlement funds held in account 106-301167 for the purchase of RIMS mobile computer & mobile mapping software.

****Note*** ***General Fund and Public Safety "MUST" use Contingency when increasing budget***

Increase Revenue Budget				Increase Expenditure Budget			
FUND DEPT NO	**ACCOUNT NUMBER**	**ACCOUNT NAME**	**AMOUNT**	**FUND DEPT NO**	**ACCOUNT NUMBER**	**ACCOUNT NAME**	**AMOUNT**
106	301900	Public Safety	$ 54,425.00	2002	59000	Contingency	$ 54,425.00
2002	59000	Contingency	$ 54,425.00	2027	53230	Professional/Special Services	$ 54,425.00
		Total Journal	**$ 108,850.00**			Total Journal	**$ 108,850.00**

TRANSFER APPROVED

3·11·26

SIGNATURE OF REQUESTING OFFICIAL DATE

SANDRA PALMER 3/11/2026

AUDITOR DATE

BOARD OF SUPERVISORS DATE

A-117
07/2018

561

AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND SUN RIDGE SYSTEMS, INC

This agreement is entered into between the County of Tehama, through its Sheriff's Office, ("County") and SUN RIDGE SYSTEMS, INC ("Contractor") for the purpose of purchasing RIMS Mobile Computer and Mobile Mapping Software and the first year of the annual software support and updates for the Tehama County Sheriff's Office.

1) RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall provide annual software support/updates, training, and installation of RIMS Mobile Computer and Mobile Mapping Software of the Tehama County Sheriff's Office.

RESPONSIBILITIES OF THE COUNTY

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

2) COMPENSATION

Contractor shall be paid an all-inclusive flat fee of $54,425.00, for all services rendered under this agreement. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall not be paid any compensation or reimbursement beyond the flat fee 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 flat fee amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this agreement.

3) BILLING AND PAYMENT

Contractor shall submit an invoice for an amount equal to the total amount as described in Exhibit "C" to the 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.

4) TERM OF AGREEMENT

This agreement shall commence on the date of signing and shall terminate 12 months after the date of execution, unless terminated in accordance with section 5 below.

5) 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.

6) 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.

7) 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.

8) 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.

9) 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 (i) any actual infringement of a third-party's intellectual property rights or (ii) the gross negligence or willful misconduct of any employee or agent of Contractor occurring during or as a result of Contractor's performance of its obligations hereunder, provided that Contractor shall have no indemnity or other obligations to the County hereunder to the extent any such claims arise from or are the result of the negligence or other fault of the County or its employees, agents or other contractors nor shall the foregoing indemnity and hold harmless obligations of Contractor extend to or cover any claims arising from or relating to claims of defects or errors in the software or the County's use or inability to use the software. This indemnity obligation shall survive the expiration, cancellation or termination of this agreement. Notwithstanding the foregoing, the County expressly waives, releases, and agrees that neither Contractor nor Contractor's officers, directors,

shareholders, employees, agents and affiliates shall have any liability for any individual's or entity's lost business, direct damages, incidental or consequential damages, or any other claims arising out of or related to the use or implementation of the software .

10) INSURANCE

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

11) 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.

12) NON-DISCRIMINATION

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

13) GREEN PROCUREMENT POLICY

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

14) COMPLIANCE WITH LAWS AND REGULATIONS

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

15) LAW AND VENUE

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

16) AUTHORITY

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

17) NOTICES

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

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:
Sun Ridge Systems, INC
Attn: Tamera Melrose
PO Box 5071
El Dorado Hills, CA 95762
(800) 474-2565
tamera@SunRidgeSystems.com

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

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

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

18) NON-EXCLUSIVE AGREEMENT:

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

19) 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.

20) LICENSING OR ACCREDITATION

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

21) RESOLUTION OF AMBIGUITIES:

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

22) NO THIRD PARTY BENEFICIARIES:

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

23) 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.

24) 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.

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

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.

27) WARRANTY/DISCLAIMER OF LIABILITY

a) Contractor warrants that upon delivery the software substantially conforms to its documentation and is free from defects that will materially impair its use. The County's sole and exclusive remedy for breach of this warranty will be repair or replacement of the software. Contractor will make reasonable efforts to correct errors in the software, but does not warrant that the software is error-free or will perform without interruption. The County has relied solely upon its own investigation and judgment in selecting the software and not upon any representations or promises of the Contractor except as may be expressly stated in this Agreement.

b) The foregoing warranty is in lieu of all other warranties pertaining to the software, express or implied, and Contractor specifically disclaims any implied warranties of merchantability or fitness for a particular purpose.

c) In no event will Contractor be liable for lost business, indirect, special, incidental, or consequential damages, however caused, whether for breach or warranty, contract, tort (including negligence, strict liability, or otherwise) arising out of the quality, condition or use of the software or any other part of the product. In no event will Contractor be liable for any amount which exceeds the amount paid by the County for the product.

28) SOFTWARE LICENSE

Subject to the terms, conditions, limitations and restrictions set forth in this Agreement, Contractor grants to the County a nonexclusive and non-transferable license, effective upon installation of the software, to use the software in connection with the County's normal and customary daily operations substantially as they exist as of the date of commencement of the Agreement (the "License"). The County shall acquire no ownership or other rights in or to the software except for the License granted hereunder, and title to the software shall at all times remain with Contractor.

a) The following additional terms, conditions and limitations apply to the License:

- The County may use the software on all computers in the County's agency. Software may not be used at any other agencies unless explicitly agreed to in writing by Contractor;

- The County may make a copy of the software for backup or modification purposes only in support of the County's authorized use of the software hereunder as the Contractor has expressly authorized; and
- No one using the software, and no one for whose benefit the software is being used, shall sublicense, resell, distribute, market, provide or otherwise make available the software or any part or copies thereof to any third party.
- The County shall not transfer, use, or export the software in violation of any applicable laws, rules, or regulations of any government or governmental agency.
- The County shall not use the software to disrupt, disable, or otherwise harm the operations, software, hardware, equipment, and/or systems of a business, institution, or other entity, including, without limitation, exposing the business, institution, or other entity to any computer virus, trojan horse, or other harmful, disruptive, or unauthorized component.
- The County shall not embed the software in any third-party applications, unless expressly permitted under this Agreement or otherwise authorized in writing in advance by an authorized officer of the Contractor.
- The License granted under this Agreement shall apply only to the object code for the software. No one using the software, and no one for whose benefit the software is being used, shall have the right to use or have access to the source code for the software, and neither the County nor anyone using the software pursuant to this License will modify, change, merge, adapt, translate, reverse engineer, decompile, disassemble or prepare derivative works based upon the software.
- The County acknowledges that the software and the documentation constitute trade secrets of the Contractor. The County agrees to maintain the confidentiality of the software and the documentation and shall take commercially reasonable steps to preserve that confidentiality.

b) The term of the License shall commence upon installation of the software and shall continue until the License is terminated as provided below.

- Contractor may immediately terminate the License in the event of any failure by the County to comply with the terms or conditions of this Agreement by giving written notice of such termination to the County. Upon such termination, the

County shall immediately cease further use of the software and will cause all copies of the software to be destroyed or returned to Contractor.

- The County may terminate the License at any time by giving written notice thereof to Contractor and by destroying or returning to Contractor all copies of the software. The County acknowledges and agrees that any election by the County to terminate the License hereunder will not entitle the County to any refund of amounts paid or compensation of any kind from Contractor.
- Upon any termination or expiration of the License, an authorized representative of the County shall certify in writing to Contractor that all copies of the software and documentation which were the subject of the License have either been destroyed or returned to Contractor as required above.

c) Contractor may, at its option, release updates to or new versions of the software. If the County elects to obtain any update or new version of the software, the use of such update or new version will be subject to the terms and conditions of this Agreement.

d) Except as expressly provided in this Agreement, Contractor retains all intellectual property rights and other rights to the software, documentation and the source code for the software.

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

COUNTY OF TEHAMA

Date: 2-11-26

Sheriff-Coroner

Date: _____

Chairman, Board of Supervisors

SUN RIDGE SYSTEMS, INC

Date: Feb 11, 2026

Authorized Agent

Agreement #: _____

124296
Vendor Number

2027-53230
Budget Account Number

tamera@sunridgesystems.com
Vendor/Contractor Email Address

(800) 474-2565 Ext 5
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.

Operational Requirements for Support Services Agreement Terms and Conditions

Overview

This exhibit outlines the operational requirements that the Contractor must adhere to when providing support services to the County of Tehama. These requirements are designed to ensure the security, integrity, and effective management of County information systems and data.

All Contractors with remote or onsite access to the County of Tehama's Information Systems, software or hardware, must strictly adhere to these operational standards. These standards are essential for maintaining security, integrity, and effective management of County systems and data, aligning with the County IT Department's mission to deliver fiscally sound, reliable, and secure technology solutions.

Definitions

- County Data: All data, content, and information provided by the County to the Contractor under this Agreement.
- Personal Data: Any information related to an identifiable individual that is subject to privacy and data protection laws.
- Contractor: Any third-party vendor or consultant contracted under this Agreement to support, manage, maintain, or provide services related to County IT systems or infrastructure.
- Critical Information Systems: Systems that store, process, or transmit sensitive or essential data necessary for County operations, including but not limited to public safety, finance, health, and personnel systems.

Support Services Operational Standards

1. Ownership and Protection of Data
   1.1. Ownership of Data:
   The County retains ownership of all right, title, and interest in and to its data. The Contractor acknowledges that it has no right, title, or interest in the County Data.
   1.2. Data Protection:
   The Contractor shall implement and maintain administrative, physical, and technical safeguards that comply with industry best practices and all applicable laws and regulations to protect the security, confidentiality, and integrity of County Data and Personal Data. At a minimum, all Personal Data and non-public County Data must be encrypted at rest and in transit using FIPS 140-2 compliant cryptographic standards.
   1.3. Data Storage and Handling:
   Any County data temporarily stored (e.g., for troubleshooting) must reside in U.S.-based systems and be deleted using NIST-approved secure destruction methods after use.
   Under no circumstances shall County data be transferred, copied, or backed up outside of County approved systems without prior written consent.
2. Minimum Security Requirements
   2.1. Multi-Factor Authentication (MFA):
   Administrative or privileged access to County systems by the Contractor's personnel or its subcontractors must be protected by Multi-Factor Authentication (MFA) as a mandatory minimum-security requirement to ensure compliance with CJIS.
   2.2. Encryption Standards:

If required for CJIS compliance the Contractor shall use cryptographic standards compliant with FIPS 140-2 when encrypting any County Data or Personal Data that is stored, processed, transmitted, or retained on systems owned, hosted, or controlled by the Contractor.
The Contractor acknowledges and agrees that compliance with FIPS 140-3 will be required starting September 2026.

2.3. Access Controls:
The Contractor shall implement role-based access controls (RBAC) to County systems and data. Access shall be strictly limited to authorized personnel on a need-to-know basis to perform their duties under this Agreement. The Contractor shall regularly review and audit access permissions.

2.4. Security Monitoring:
The Contractor shall maintain continuous security monitoring of its own infrastructure and services used to support the County. The Contractor shall provide the County with timely reporting (as defined by the County) of any vulnerabilities or risks identified that may impact the security of County systems or data.

2.5. Background Checks
The Contractor shall ensure that all personnel, including subcontractors, who will have administrative or privileged access to the County account, Critical Information Systems, and County Data undergo US criminal background checks prior to receiving access and periodically thereafter (as determined by the County). Individuals with convictions relevant to dishonesty, fraud, theft, or any security-related offenses shall be excluded from accessing County systems and data.

2.6. Criminal Justice Information (CJIS) Compliance:
If the services performed under this Agreement involve access to Criminal Justice Information (CJI), the Contractor shall comply with all applicable requirements of the FBI Criminal Justice Information Services (CJIS) Security Policy, including background screening, data handling, encryption, access controls, transmission security, and personnel security requirements. The Contractor shall complete any required CJIS training as directed by the County and shall execute CJIS Security Addenda where required.

2.7. Toolset Requirements: The Contractor shall utilize industry-standard, secure, and up-to-date tools for remote access, monitoring, documentation, ticketing, and systems management, as agreed upon and approved by the County. The Contractor warrants that all tools used meet the minimum-security requirements outlined in this Exhibit.

2.8. Adoption of County Standards: The Contractor shall operate within frameworks approved by Tehama County, including:

2.8.1. Compliance with all applicable California Government Codes and public record laws.

2.8.2. Use of systems and tools that are compatible with and meet the County's cybersecurity and data residency requirements.

2.8.3. Adherence to ITIL or similar industry-recognized best practices in IT Service Management.

2.9. Documentation & Change Control: The Contractor must meticulously document all configurations, changes, and actions it has taken on County systems using County-approved tools or formats. All changes to County systems must adhere to the County's established change management policies

2.10. Separation of Duties & Least Privilege Access: The Contractor shall strictly adhere to the principles of least privilege and separation of duties for all personnel accessing County systems and data. Role-based access controls shall be enforced to ensure that individuals only have the necessary permissions to perform their assigned tasks.

2.11. Training & Qualifications: All Contractor personnel involved in providing services under this Agreement must receive ongoing training in cybersecurity best practices.

3. Security Incident Management
   3.1. Security Incident Notification: The Contractor shall notify the County of any suspected or actual security breach, unauthorized access, or data loss incident affecting County systems or data immediately upon discovery, but in no event later than twenty-four (24) hours. The notification shall be made to the designated County contact(s) and include detailed information about the incident, the affected systems and data, the potential impact, and the steps being taken to investigate and mitigate the issue. This includes incidents involving any vendor-managed systems used for secure remote access, credential management, documentation, or ticketing.
   3.2. Breach Responsibilities: If the Contractor, its personnel, or its subcontractors are determined to be the cause of a security breach involving County systems or data, the Contractor shall be solely responsible for all costs and expenses associated with the investigation, resolution, remediation, and notification of affected parties as required by applicable law and as reasonably directed by the County.
   3.3. Legal Requests: The Contractor shall promptly notify the County upon receipt of any legal request (e.g., subpoenas, court orders) that may require access to or disclosure of County Data. The Contractor shall cooperate with the County in responding to such requests.
4. Termination of Service
   4.1. Data Return and Destruction: Upon termination or expiration of this Agreement, the Contractor shall, within the timeframe specified in the Agreement or as otherwise directed by the County, securely return all County Data in a mutually agreed-upon format. The Contractor shall thereafter securely destroy any and all remaining copies of County Data in its possession or control using NIST-approved secure destruction methods and provide the County with written certification of such destruction.

Exhibit C

Sun Ridge Systems, Inc.

To: Jennifer Crane, Tehama County Sheriff's Office

From: Tamera Melrose

Subject: Quotation for RIMS Software

Date: January 29, 2026

The following is a quotation for RIMS software based upon your recent request.

Item	Price
RIMS Mobile Computer & Mobile Mapping Software	$45,500
Installation and Training (includes 8-hours of Remote Training)	$2,100
Annual Support and Updates – First Year	$6,825
TOTAL	**$54,425**

Technical Requirements

Mobile Computer Specifications: RIMS Mobile Computer Software/OFR Software and RIMS Mobile Mapping run on Windows laptops or Windows tablets per the following minimum specifications.

Recommended Specifications (If purchasing new Laptops/Tablets)

Laptops / Tablets
Microsoft Windows 11+
i7/i9 Processor
16 GB+ RAM
Any Size Disk Space

Optional features for Mobile RIMS: include support for touchscreens, locally connected GPS devices (COM-port Serial or network connection to the modem), NFC readers for YubiKeys (MFA), and Driver's License barcode scanning using enabled Getac tablets or DL scanners (Com-port Serial – AAMVA format – purchased separately by the agency).

FBI CJIS Requirements: All workstations must comply with FBI CJIS policies, including the required Multi-Factor Authentication (MFA) for all workstations. MFA can be provided within the Sun Ridge Systems products, or the agency can use its own solution. Sun Ridge Systems only offers these two MFA possession solutions: Time-Based One-Time Password (TOTP) Authenticator and physical YubiKeys (purchased by the agency). For mobile devices using Mobile RIMS or iRIMS, a Mobile Data Management (MDM) software product may be required, which Sun Ridge Systems does not provide nor sell. The agency is responsible for other FBI CJIS requirements, including virus protection, local firewalls, and VPNs.

If you plan to purchase via purchase order, Sun Ridge Systems may require you to make some minor modifications to the purchase order's Standard Terms and Conditions. Specifically, sections related to Warranty and Indemnification may require modification. Examples of these modifications can be provided upon request.

This quotation is valid for 90 days and may change thereafter. If you have any questions, please call me at 800-474-2565. Thank you for your interest in Sun Ridge Systems.

By signing and accepting this quote, I agree that I have signature authority on behalf of my department and/or organization and this signature will be an electronic representation of my signature for all purposes when I use them on documents, including legally binding contracts – just the same as a wet ink signature on paper.

Dave Kain, Sheriff-Coroner — Authorized by: Name and Title

2.11.2026 — Date:

E-Contract Review
Approval as to Form

Department Name: Tehama County Sheriff's Office

Vendor Name: Sunridge Systems, Inc.

Document Description: Agreement for RIMS Mobile Computer and Mobile Mapping Software and the first year of the annual software support

APPROVED AS TO FORM:

Date: 3/9/26

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

Tehama County

Agenda Request Form

File #: 26-0370 **Agenda Date:** 3/24/2026 **Agenda #:** 23.

SHERIFF'S OFFICE - Sheriff Dave Kain

Requested Action(s)

a) TRANSFER OF FUNDS: SHERIFF, B-55 - From Salary & Wages (2032-51010), $32,829.80; to Special Department Expense (2032-53280), $32,829.80 **(Requires a 4/5's vote)**

Financial Impact:

While the request does not increase the department's total appropriation, it utilizes General Fund salary savings that would otherwise revert to the fund balance to offset General Fund costs or support the requested staffing expansion for new re-entry jail. Redirecting these Salary savings to equipment represents a direct opportunity cost to the General Fund.

Background Information:

With continued success in hiring new deputies, the jail requires additional Conducted Energy Devices (CED), commonly referred to as Tasers to ensure staff are properly equipped to safely perform their duties. The requested transfer of funds will allow for the purchase of ten (10) Taser 7 units along with the necessary accessories for issuance to jail staff.

At the time this item was prepared (March 11, 2026), the jail had expended approximately 58% of its salary & wages budget. Based on the current point in the fiscal year, expenditures would typically be expected to be approximately 69% of the allocated budget. This variance reflects salary savings resulting from prior vacancies and the timing of recent hires. The identified salary savings will be used to fund the purchase of the Taser units and associated equipment without requiring additional appropriations.

The Taser 7 is a standard less-lethal tool used to assist staff in maintaining safety and gaining compliance while reducing the likelihood of injury to staff and incarcerated people. Providing this equipment ensures that deputies have appropriate intermediate force options available when responding to potentially volatile situations within the jail facility.

If this request is not approved, the jail will have insufficient CEDs to equip newly hired deputies. This may limit available less-lethal force options for staff, potentially increasing reliance on other force options and impacting the jail's ability to maintain consistent safety equipment standards among deputies.

Tehama County Auditor's Office

BUDGET APPROPRIATION TRANSFER REQUEST

Audtior Number: B-55

DEPARTMENT NAME Jail

Date: 03/11/2026

Due to a budget deficiency, or unanticipated expense, I am requesting a transfer, or an additional appropriation as listed below. For the acquistition of 10 tasers and accessories.

FROM				TO			
FUND DEPT NO	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT	FUND DEPT NO	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
2032	51010	Salary & Wages	$ 32,829.80	2032	53280	Special Dept Expense	$ 32,829.80
		Reference Only	$ 32,829.80			Reference Only	$ 32,829.80

TRANSFER APPROVED

SANDRA PALMER
AUDITOR

3.11.26
SIGNATURE OF REQUESTING OFFICIAL DATE

BOARD OF SUPERVISORS

A-118 (4/03) wyp

Tehama County

Agenda Request Form

File #: 26-0379 **Agenda Date:** 3/24/2026 **Agenda #:** 24.

SHERIFF'S OFFICE - Sheriff Dave Kain

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Sheriff to sign the agreement with the U.S. Department of the Interior National Park Service (NPS) to provide mutual law enforcement assistance and other emergency response services for Lassen Volcanic National Park, effective upon date of execution, and shall terminate 10 years after the date of final signature

Financial Impact:
The funds for this agreement are budgeted into the FY 25/26 budget. There will be no reimbursement from NPS, County is responsible for all personnel and associated costs incurred during mutual law enforcement and emergency responses services.

Background Information:
For more than twenty years, the Tehama County Sheriff's Office (TCSO) has maintained a cooperative agreement with the National Park Service to provide mutual law enforcement assistance and emergency response services within the Tehama County jurisdictional boundaries of Lassen Volcanic National Park.

This longstanding partnership ensures coordinated and timely law enforcement response to protect human life and property, and to address threats to public health and safety within park areas located in Tehama County. Under this arrangement, the National Park Service may request assistance from TCSO when NPS personnel or resources are insufficient to manage a law enforcement incident or emergency.

Each agency remains responsible for its own personnel, equipment, and associated costs incurred during responses under this agreement. Neither party seeks reimbursement from the other for services provided.

The greement has a term of 10 years, however within 5 years the agreement will be reviewed and updates made if necessary. The agreement also has the option to be extended or renewed by written consent at the conclusion of the 10 year agreement term.

If this item is not approved, the Sheriff's Office would not have a formalized framework to continue providing mutual law enforcement and emergency response services within the Tehama County portion of Lassen Volcanic National Park. This could result in delayed response times, reduced interagency coordination, and potential gaps in public safety coverage, ultimately impacting the protection of life and property within the affected area.

Agreement Number: 8400-26-00XX

GENERAL AGREEMENT
BETWEEN THE
THE UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
LASSEN VOLCANIC NATIONAL PARK
AND THE
TEHAMA COUNTY SHERIFF'S OFFICE
TEHAMA COUNTY, CA

This agreement is entered into by and between the National Park Service (hereinafter "NPS"), an agency of the United States Department of the Interior, acting through the Regional Director of the NPS, and the County of Tehama, California, Sheriff's Office (hereinafter "TCSO"), acting through the Tehama County Sheriff. Throughout this agreement the NPS and the TCSO may be referred to jointly as the "Parties."

ARTICLE I - BACKGROUND AND OBJECTIVES

The purpose of this agreement is to establish the terms and conditions under which the Parties will provide mutual law enforcement assistance and other emergency response (such as search and rescue operations) on federal land administered by the NPS within the Congressionally established boundaries of Lassen Volcanic National Park (hereinafter "Park") and within Tehama County.

The NPS administers the Park pursuant to the NPS Organic Act (see below) and is responsible "to designate . . . certain officers or employees of the Department of the Interior who shall maintain law and order and protect persons and property within areas of the National Park System." 54 U.S.C. § 102701(a)(1). The NPS is responsible for maintaining law and order and protecting persons and property within Lassen Volcanic National Park.

The Parties agree that it is in their mutual interests to enter into this agreement and will assist in protecting human life and property, responding to threats to human health and public safety and in the administration of the Park and Tehama County.

ARTICLE II - AUTHORITY

The National Park Service Organic Act, 54 U.S.C.§ 100101 *et seq.* (including but not limited to §§ 101703, 101701, and 101711) and the NPS regulations at 36 C.F.R. Parts 1-7.

California Penal Code § 830.8.

ARTICLE III - STATEMENT OF AGREEMENT

The Parties agree to the following:

A. Law Enforcement and other Emergency Response on NPS administered lands within the boundaries of the Park:

1. Commissioned NPS Law Enforcement Officers (NPS Officers) shall enforce all applicable federal laws within the Park.

2. In the course of their official duties, NPS Officers may enforce state laws and county ordinances on NPS administered lands within the exclusive and concurrent jurisdiction of the United States located within Tehama County, California.

3. As between the Parties, the NPS shall be the lead in responding to violations of state law or county ordinances on NPS exclusive jurisdiction lands within the Park located within Tehama County. If the NPS does not have sufficient personnel or other resources to do so, then the NPS shall promptly request assistance from the TCSO and the TCSO shall provide such assistance to the extent that it is able to do so.

4. If an incident that occurs within the Park located within the area of concurrent jurisdiction is a violation of both federal and state law, then the NPS shall determine, after consulting with the United States Attorney's Office and the TCSO, whether the violation should be prosecuted through the federal or state system. In areas of concurrent jurisdiction, TCSO will reserve the first right of refusal for any state law.

5. As between the parties, the NPS shall be primarily responsible for responding to other emergencies that do not involve arrests, detentions, or law enforcement stops (such as natural disasters or search and rescue operations) operations within the Park located within Tehama County. If the NPS does not have sufficient personnel or other resources to do so, then the NPS shall promptly request assistance from the TCSO and the TCSO will provide such assistance to the extent that it is able to do so.

B. Emergency Law Enforcement Assistance and Other Emergency Response outside the boundaries of the Park or on non-NPS Administered lands within the boundary of the Park ("non-NPS lands"):

1. For purposes of this Agreement, "emergency law enforcement assistance" covers those situations involving arrests, detentions, or law enforcement stops; "other emergency response" are those situations where NPS personnel, including NPS Officers, provide assistance that does not involve arrests, detentions, or law enforcement stops.

2. For purposes of this Agreement, for emergency law enforcement assistance, an emergency is an immediate, serious threat to public health, safety, or property, including but not limited to the following:

    a. Life or death incidents, accidents or incidents involving a serious injury or fatality, crime scenes involving the protection of human life, officer in trouble, and threats to health or safety of the public;

    b. Incidents directly affecting the safety of visitors to Park or protection of resources owned or managed by the NPS;

    c. Probable cause felonies and felonies committed in the presence of the NPS Officer; or

    d. Misdemeanors committed in the presence of a NPS Officer that pose an immediate threat to public health, safety, or property.

3. Upon receiving an official request from the TCSO, the NPS shall render emergency law enforcement assistance (in those situations described above) or other emergency responses to the TCSO outside of the boundaries of the Park or on non-NPS administered lands within the Park whenever possible. TCSO shall direct such requests to the NPS Chief Ranger or his/her designee. This may be done via county dispatch or directly by any county law enforcement personnel.

4. The NPS may render emergency law enforcement assistance to TCSO outside the boundaries of the Park or on non-NPS lands within the Park in those situations where an NPS Officer, while in the course of his/her official duties, observes an emergency situation (as defined in section II.B.2 above) within Tehama County; however, in no situations will NPS Officers be requested or allowed to routinely patrol outside of the Park or on non-NPS administered lands within the Park. In such situations, the NPS Officer may take appropriate initial action to secure and manage the scene. The NPS shall immediately notify the TCSO of the emergency. Upon arrival of the first TCSO officer on the scene, the NPS Officer shall relinquish control to the TCSO officer; however, upon request the NPS Officer may assist the TCSO officer for the duration of the emergency incident.

5. The NPS shall render assistance only until such time as the TCSO has enough

resources on the scene to adequately control the emergency or until the emergency no longer exists, whichever comes first.

6. The on-scene commanding officer of the TCSO shall be in command of all officers, including NPS Officers who are rendering emergency law enforcement assistance; provided that the TCSO on-scene commander shall exercise command of NPS Officers only through the highest ranking NPS Officer on the scene, which individual shall be identified by the NPS.

7. At any time, the NPS Chief Ranger or his/her designee may decide to withdraw emergency law enforcement assistance outside of the boundaries of the Park or on non-NPS lands within the Park.

8. Only NPS Officers who meet the requirements of CA Penal Code Section 830.8 and are identified by the Chief Ranger of the Park pursuant to this General Agreement may render emergency law enforcement assistance under this Agreement.

9. NPS Officers rendering emergency assistance to the TCSO pursuant to this Agreement shall wear an approved NPS uniform or, if approved by the NPS Chief Ranger or his or her designee, plain clothes; shall remain under the authority and control of NPS supervisors; shall be subject to the laws, regulations, and policies of the NPS and of the United States; and shall not receive any monetary compensation from any source other than the NPS.

10. NPS Officers rendering emergency assistance to the TCSO pursuant to this Agreement shall be deemed to be acting within the scope of their federal employment. Under no circumstances shall NPS Officers be deemed to be "borrowed servants" of the TCSO.

C. Law Enforcement and other Emergency Response within the Boundaries of the Park

1. If the NPS does not have sufficient personnel or other resources to respond to an emergency within the exclusive maritime and territorial jurisdiction of the Park, within Tehama County, the NPS may request assistance from the TCSO and the TCSO shall provide such assistance to the extent that it is able to do so. Any such request for assistance shall be made by either the Superintendent or the Chief Ranger of the Park and shall include the reason for the request and the scope of the request (purpose or need, location and time period).

2. Only TCSO officers who have been designated special police officers pursuant to 54 USC § 102701(b)(1) may respond on behalf of TCSO for emergency law

enforcement assistance requested by the NPS. Only officers of TCSO who meet the requirements for law enforcement officer or peace officer status—including training, officer standards and firearms qualifications—may be designated as special police officers by the NPS with concurrence from the Deputy Chief of Operations (DCOP).

3. TCSO officers who have been designated special police officers by the NPS DCOP shall wear the uniform of TCSO**;** shall not be deemed federal employees (except as set out in 54 USC § 102701(b)(4)); and shall follow NPS policy and procedures, including reporting requirements for any incidents.

4. The TCSO shall render assistance only until such time as the NPS has enough resources on the scene to adequately control the emergency (described in the request for assistance) or until the emergency no longer exists, whichever comes first.

5. The on-scene commanding officer for the NPS shall be in command of all officers, including personnel from the TCSO who have been designated NPS Special Police Officers and are rendering supplemental emergency law enforcement assistance within the Park; provided that the NPS on-scene commander shall exercise command of TCSO officers only through the highest ranking TCSO Officer on the scene, who shall be identified to the NPS.

6. At any time the TCSO or his/her designee may decide to withdraw emergency law enforcement assistance to the NPS within the Park.

7. The NPS shall be responsible for responding to other emergencies (such as natural disasters or search and rescue operations) within the Park. If the NPS does not have sufficient personnel or other resources to do so, then the NPS may request assistance from the TCSO**,** and the TCSO**,** to the extent that it is able to do so, will provide such assistance.

D. The parties further agree as follows:

1. The Parties will exercise their best efforts to perform their responsibilities under this agreement in a timely and professional manner. However, nothing in this agreement is intended to restrict either Party's lawful discretion to act (or not to act) in the manner it deems most appropriate in a particular situation.

2. Each Party will bear its own costs for furnishing services under this agreement, and neither Party will claim reimbursement for those costs from the other.

3. Nothing in this agreement will be construed to bind the NPS to expend in any one fiscal year any sum in excess of funds appropriated by Congress or allocated by the NPS for the purposes of this agreement.

4. Each Party hereby waives any and all claims, demands, and causes of action against the other Party and its employees, and releases the other Party and its employees from any and all liability arising out of or resulting from activities under this agreement. Each Party will be solely responsible for any and all claims, demands, and causes of action filed by third parties arising out of or resulting from the activities of its employees under this agreement, including, but not limited to, the costs of investigating and defending against such claims, demands, and causes of action and the costs of paying any compromise settlements, judgments, assessed costs, or fees (including attorney's fees). Notwithstanding the foregoing, the Parties will cooperate with each other, to the maximum extent practicable in the investigation and defense of any claim, demand, or cause of action filed by a third party arising out of or resulting from activities under this agreement.

5. To the maximum extent possible under their respective legal authorities, the Parties shall cooperate in the investigation or prosecution of any violation of federal or state law within the Park and within Tehama County.

ARTICLE IV - TERM OF AGREEMENT

This agreement will be effective for a period of ten (10) years after the date of final signature, unless it is terminated earlier by one of the Parties pursuant to article VIII below. The Agreement shall be reviewed periodically but at least within five (5) years after the date of final signature. At the conclusion of the initial ten-year term, this agreement may be extended or renewed by written agreement of the Parties.

ARTICLE V - KEY OFFICIALS

All communications and notices regarding this agreement shall be directed to the following key official(s) for each Party:

For the NPS:

Superintendent, Lassen Volcanic National Park
38050 Highway 36 E
Mineral, California 96063

Chief Ranger, Lassen Volcanic National Park
38050 Highway 36 E
Mineral, California 96063

For the Tehama County Sheriff:

Tehama County Sheriff
22840 Antelope Blvd,
Red Bluff, California 96080

ARTICLE VI - PROPERTY UTILIZATION

Unless otherwise agreed to in writing by the Parties, any property furnished by one party to the other shall remain the property of the furnishing Party. Any property furnished by the NPS to the **TCSO** shall be used and disposed of as set forth in the NPS Property Management Regulations.

ARTICLE VII - REPORTS AND/OR OTHER DELIVERABLES

Upon request and to the extent permitted by applicable law, the Parties shall share with each other final reports of incidents involving both Parties.

ARTICLE VIII - MODIFICATION AND TERMINATION

This agreement may be modified only by a written instrument executed by the Parties.

Either Party may terminate this agreement by providing the other party with sixty (60) days advance written notice. In the event that one Party provides the other Party with notice of its intention to terminate, the Parties shall meet promptly to discuss the reasons for the notice and to try to resolve their differences amicably. The Parties commit to using every reasonable means available to try to avoid terminating this agreement.

ARTICLE IX - STANDARD CLAUSES

A. Civil Rights: During the performance of this agreement, the Parties agree to abide by the

terms of the USDI-Civil Rights Assurance Certification, non-discrimination, and will not discriminate against any person because of race, color, religion, sex, or national origin. The Parties will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, or national origin.

B. Public Information: The Parties will consult and coordinate with each other before releasing any information to the public. Each party must obtain prior approval from the other party for any public information release that refers to the other party, any employee of the other party (by name or title), or this agreement. The specific text, layout, photographs, etc. of the proposed release must be submitted with the request for approval.

ARTICLE X - SIGNATURES

In witness hereof, the following authorized representatives of the Parties have signed their names on the dates indicated below, thereby executing this agreement.

FOR THE NATIONAL PARK SERVICE

_____ _____

Regional Director, Interior Regions 8,9,10 &12 Date

FOR THE TEHAMA COUNTY SHERIFF'S OFFICE

_____ _____

Date

Dave Kain
Tehama County Sheriff

ATTACHEMENT A TO GENERAL AGREEMENT BETWEEN THE NPS AND **TEHAMA COUNTY, TCSO** Standard Operating Procedure

A. Request for law enforcement and other emergency response within the boundaries of the Parks exclusive jurisdiction.

1. Requests made through TCSO dispatch or through Lassen National Park Dispatch will represent a formal request within the appropriate chain of command and will convey that the responding units are acting with in their scope of employment.
2. In the event of an emergency law enforcement need, not broadcast through TCSO dispatch or Lassen National Park Dispatch the responding units will notify their respective dispatch of their response and to notify the Park.
3. A response into the exclusive jurisdiction of Lassen Volcanic National Park will be documented and provided to NPS law enforcement rangers when requested.
4. In the event of a "officer needs emergency assistance" call through local radio channel is received or intercepted, responding units will notify their respective dispatch if possible but will not delay response.

B. Request for law enforcement and other emergency response by NPS law enforcement officers outside of the Park.

1. Requests made through TCSO dispatch or through Lassen National Park Dispatch will represent a formal request within the appropriate chain of command and will convey that the responding units are acting with in their scope of employment.
2. In the event of an emergency law enforcement need, not broadcast through TCSO dispatch or Lassen National Park Dispatch the responding units will notify their respective dispatch of their response and to notify the TCSO.
3. A response outside of the Park at the request of TCSO will be documented and provided to TCSO when requested.
4. In the event of a "officer needs emergency assistance" call through local radio channel is received or intercepted, responding units will notify their respective dispatch if possible but will not delay response.

C. Enforcement of part 1 crimes in the concurrent jurisdiction of the Park

1. TCSO will reserve the first right of refusal on all part 1 crimes, as defined by Federal Bureau of Investigation within the Concurrent Jurisdiction of the Park.
2. TCSO will be the lead agency on Crimes involving juvenile offenders within the Concurrent Jurisdiction of the Park.
3. Other state crimes depending on severity or complexity will be discussed by the Park law enforcement officer and TCSO

EXHIBIT 1: Jurisdictional Maps
EXHIBIT 2: Resolution of Cession of Concurrent Criminal Legislative Jurisdiction

RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:

STATE LANDS COMMISSION
ATTN: LEGAL
100 HOWE AVE., SUITE 100 SOUTH
SACRAMENTO, CA 95825

STATE OF CALIFORNIA - OFFICIAL BUSINESS
DOCUMENT ENTITLED TO FREE RECORDATION - GOVERNMENT CODE SECTION 27383

Recorded in Official Records
County of Tehama
Sean Houghtby
Clerk-Recorder
STATE LANDS COMMISSION

DOC# 2025009913

10/16/2025
02:20 PM

Titles: 1 Pages: 18

Fees	$0.00
Taxes	$0.00
CA SB2 Fee	$0.00
Total	$0.00

Azepeda

RESOLUTION OF CESSION OF CONCURRENT CRIMINAL LEGISLATIVE JURISDICTION

California Government Code Section 126

WHEREAS the United States acting by and through the National Park Service has requested that the State of California make a cession of concurrent criminal legislative jurisdiction to the United States over lands within and associated with Lassen Volcanic National Park in Tehama County, more specifically described in Exhibit H to Exhibit 1; and

WHEREAS the California State Lands Commission, pursuant to California Government Code Section 126, has been authorized by the State Legislature to cede such jurisdiction for the lesser of ten years or so long as the United States owns the lands; and

WHEREAS the United States, acting by and through the National Park Service and pursuant to Section 3112 of Title 40 of the United States Code, by letter dated May 23, 2025, has agreed to accept such a cession of legislative jurisdiction.

NOW, THEREFORE, I, Grace Kato, Acting Executive Officer of the California State Lands Commission, hereby certify that the Commissioners for the California State Lands Commission met on August 21, 2025, and made a cession of concurrent criminal legislative jurisdiction to the United States for the lesser of ten years or so long as the United States owns the lands described. A copy of the Commission's Staff Report No. 60 describing the terms and conditions of the Commission's action is attached as Exhibit 1.

Grace Kato

GRACE KATO, ACTING EXECUTIVE OFFICER
CALIFORNIA STATE LANDS COMMISSION

Date: August 25, 2025

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento)

On August 25, 2025 before me, Avery Ward, Notary Public
(insert name and title of the officer)

personally appeared Grace Kato,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

AVERY WARD
Notary Public - California
Sacramento County
Commission # 2404189
My Comm. Expires May 13, 2026

Signature Avery Ward (Seal)

Meeting Date: 08/21/25
File Numbers: FJ 0108.1, 0112.3, 0114.1, 0119.25, 0120.1, 0121.4, 0121.5, 0122.1, 0125.1, 0125.2, 0127.7, 0133.1, 0135.1, 0136.1, 0136.6, 0136.13, 0138.5, 0141.2, 0142.1, 0145.1, 0147.1, 0154.1, 0154.2, 0156.1, 0156.3
Staff: A. Kershen

Staff Report 60

APPLICANT:

National Park Service

PROPOSED ACTION:

Consider a cession of jurisdiction to establish concurrent criminal jurisdiction pursuant to California Government Code Section 126.

AREA, LAND TYPE, AND LOCATION:

Federal land under the jurisdiction of the National Park Service within or associated with Channel Islands National Park, Death Valley National Park, Devils Postpile National Monument, Golden Gate National Recreation Area, Joshua Tree National Park, Kings Canyon National Park, Lava Beds National Monument, Lassen Volcanic National Park, Mojave National Preserve, Muir Woods National Monument, Pinnacles National Park, Point Reyes National Seashore, Redwood National Park, San Francisco Maritime National Historical Park, Santa Monica Mountains National Recreation Area, Sequoia National Park, Tule Lake National Monument, Whiskeytown National Recreation Area, and the El Portal administrative site of Yosemite National Park, in Del Norte, Humboldt, Inyo, Los Angeles, Madera, Marin, Mariposa, Modoc, Monterey, Riverside, San Benito, San Bernardino, San Francisco, San Mateo, Santa Barbara, Shasta, Siskiyou, Tehama, Tulare, and Ventura counties (as shown in Figures 1 and 2, below).

THE UNDERSIGNED, ACTING IN THIS BEHALF FOR THE STATE LANDS COMMISSION, HAS HEREBY CERTIFIED THAT THE ANNEXED IS A WHOLE, TRUE AND CORRECT COPY OF THE ORIGINAL RECORD COPY, CONSISTING OF 16 PARTS, ON FILE IN THE OFFICE OF THE STATE LANDS COMMISSION, THAT SAID COPY HAS BEEN COMPARED BY THE UNDERSIGNED WITH THE ORIGINAL, AND IS A CORRECT TRANSCRIPT THEREFROM.
IN WITNESS WHEREOF, THE UNDERSIGNED HAS EXECUTED THIS CERTIFICATE AND AFFIXED THE SEAL OF THE STATE LANDS COMMISSION THIS 10 DAY OF Sept. A.D. 20 25
Andrew Kershen

Figure 1. Site Map - Northern California

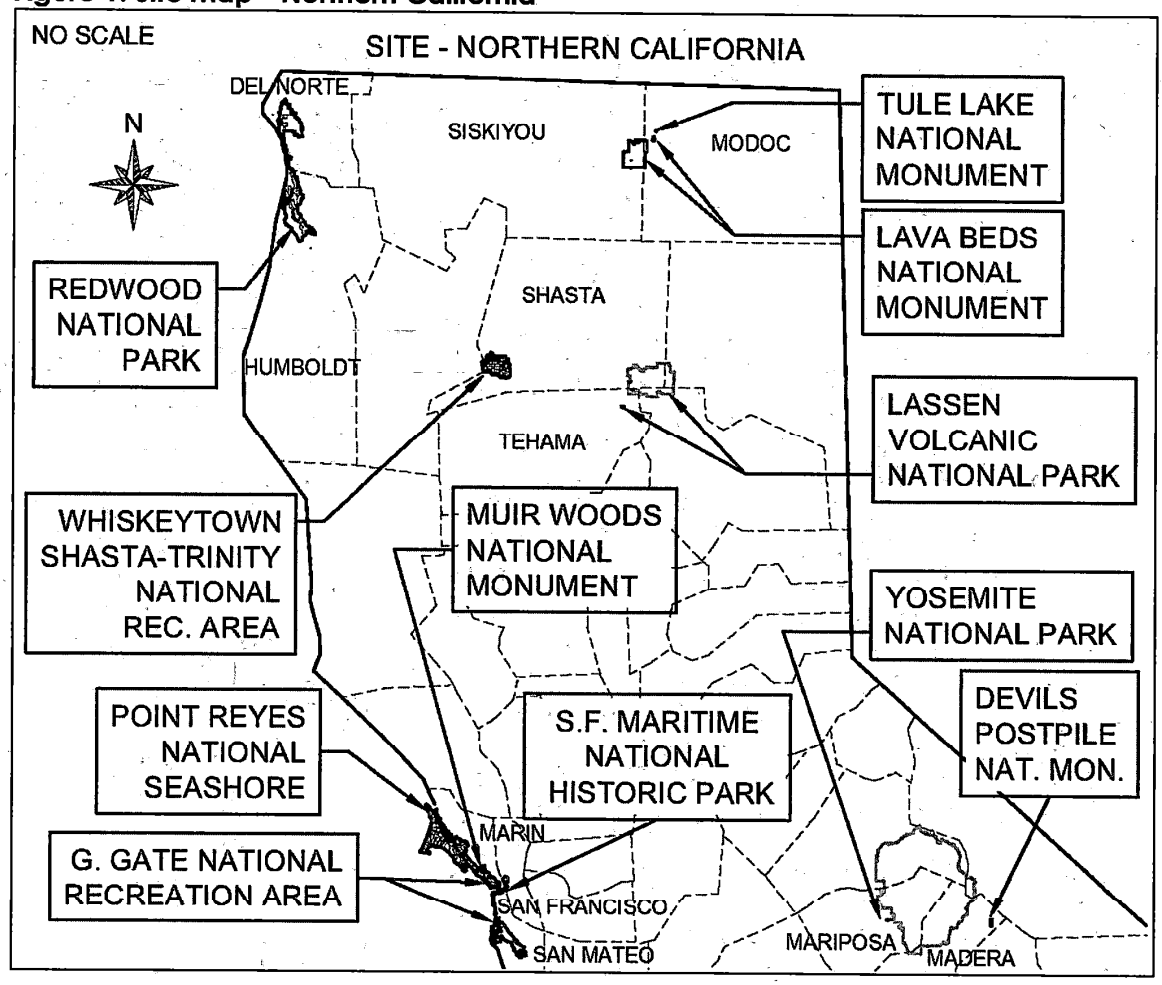
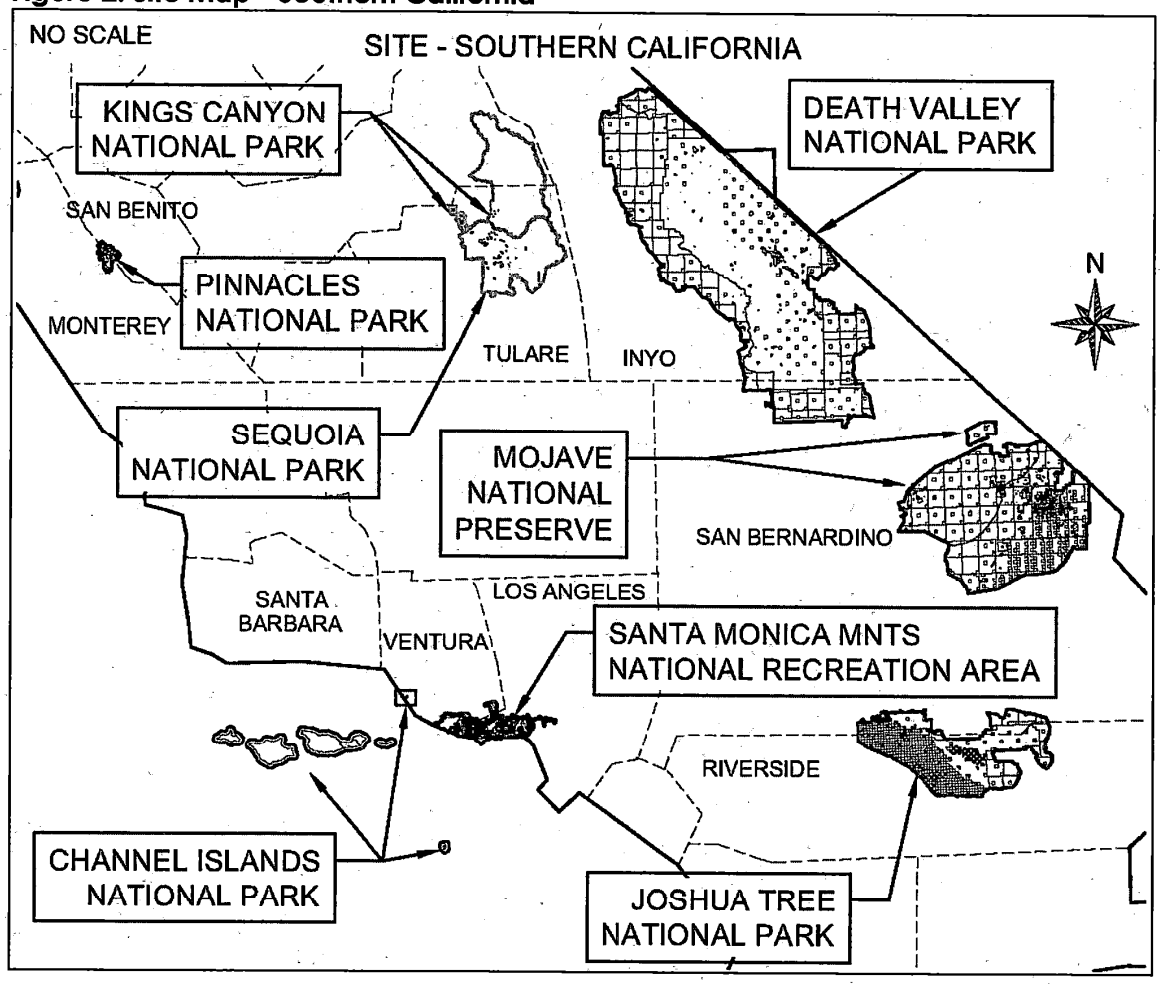


Figure 2. Site Map - Southern California



BACKGROUND:

Legislative jurisdiction is the authority to make and enforce laws within a geographic area. As a general rule, the State of California has full legislative jurisdiction over all lands within the state, except where the legislature has consented to or ceded federal jurisdiction. The United States has its limited federal powers to make and enforce federal law throughout California. The United States also has powers which apply solely within areas of exclusive or concurrent federal legislative jurisdiction, sometimes called "federal enclaves."

Pursuant to Government Code section 126, the Commission is authorized, on behalf of the State of California, to cede concurrent criminal legislative jurisdiction to the

United States over federally owned or leased property. When the state cedes concurrent criminal legislative jurisdiction, the federal government can enforce its federal enclave criminal authority over the property, including many state criminal laws imported into federal law by the Assimilative Crimes Act (18 U.S.C. § 13).

The Commission may cede concurrent criminal legislative jurisdiction only when:

A. The United States has requested such cession in writing.

B. The federal lands are held by the United States for the erection of forts, magazines, arsenals, dockyards, and other needful buildings within the purview of clause 17 of Section 8 of Article 1 of the United States Constitution, or for any other federal purposes. For this finding, "held by the United States" means the lands are owned or leased by the United States for a public purpose.

C. The cession is made pursuant to and in compliance with the laws of the United States.

D. A notice of the proposed cession has been given to the clerk for the board of supervisors of the county in which the federal lands are located at least 15 days before the proposed cession.

E. The proposed cession is in the best interests of the State of California.

F. The United States has agreed to bear all costs and expenses incurred by the Commission in making the cession.

A cession of jurisdiction vests when the Commission has received notice of the United States' acceptance of the cession and when certified copies of the Commission's orders or resolutions making the above findings have been recorded in the office of the county recorder of each county in which any part of the land is situated. The cession will continue for 10 years or for so long as the lands are held by the United States and used for the purposes for which jurisdiction is ceded, whichever period is less.

In ceding concurrent criminal jurisdiction, the State reserves its full civil legislative jurisdiction including its jurisdiction over the land, water, and use of water, with full power to control and regulate the acquisition, use, control, and distribution of water with respect to the land affected by the cession. The State also retains its criminal legislative jurisdiction over the property, which can be exercised concurrently with federal criminal legislative jurisdiction.

This cession of jurisdiction affects federally owned or leased lands only. The proposed cession would have no effect on private land, including private inholdings within park units.

PROPOSED ACTION:

The National Park Service has requested that the State of California cede concurrent criminal legislative jurisdiction over lands under its jurisdiction within or associated with certain national park units, including Channel Islands National Park, Death Valley National Park, Devils Postpile National Monument, Golden Gate National Recreation Area, Joshua Tree National Park, Kings Canyon National Park, Lava Beds National Monument, Lassen Volcanic National Park, Mojave National Preserve, Muir Woods National Monument, Pinnacles National Park, Point Reyes National Seashore, Redwood National Park, San Francisco Maritime National Historical Park, Santa Monica Mountains National Recreation Area, Sequoia National Park, Tule Lake National Monument, Whiskeytown National Recreation Area, and the El Portal administrative site of Yosemite National Park, as more particularly described in Exhibits A-S.

STAFF ANALYSIS AND RECOMMENDATION:

AUTHORITY:

Government Code Section 126.

STATE'S BEST INTERESTS:

The United States presently exercises some degree of legislative jurisdiction over many park units because of prior state actions. The State ceded exclusive or partial jurisdiction within portions of Yosemite National Park, Sequoia National Park, Kings Canyon National Park, and Lassen Volcanic National Park by various historical statutes. (See Government Code section 111.) The State has also ceded permanent exclusive or partial jurisdiction at some former military facilities that are now managed by the National Park Service. An example is the San Francisco Presidio, which is now part of Golden Gate National Recreation Area. This proposed cession will not affect these locations.

In 2015, the State ceded concurrent criminal jurisdiction over lands within Redwood National Park, Whiskeytown National Recreation Area, Lava Beds National

Monument, Pinnacles National Park, Devils Postpile National Monument, Point Reyes National Seashore, Muir Woods National Monument, and portions of Golden Gate National Recreation Area (Item 75, August 19, 2015). In 2017, the State ceded concurrent criminal jurisdiction over various parcels within Kings Canyon and Sequoia National Parks (Item 71, June 22, 2017). In 2021, the State ceded concurrent criminal jurisdiction over the El Portal Administrative Site for Yosemite National Park (Item 39, February 23, 2021). The National Park Service has requested to renew these cessions, including those that would not expire for several more years. Doing so will create a standard renewal schedule for these park units and reduce future administrative overhead.

The United States presently has proprietorial interest only (i.e., no legislative jurisdiction) within Tule Lake National Monument, Joshua Tree National Park, Death Valley National Park, Santa Monica Mountains National Recreation Area, Mojave National Preserve, Channel Islands National Park, San Francisco Maritime National Historical Park, portions of Lassen Volcanic National Park, and some properties associated with but lying outside the boundaries of other park units. Even when the United States has only proprietorial interest, it has the power to control its property, enforce generally applicable federal law, and pursue federal interests.

The United States seeks concurrent jurisdiction because it allows the United States to conduct federal investigations and prosecutions of certain criminal offenses on federal property, including many state criminal laws imported into federal law by the Assimilative Crimes Act. This concurrent, or shared, authority provides greater flexibility in enforcing criminal law. State or local law enforcement officials may struggle to access large or remote federal properties, such as military bases or national parks. Federal law enforcement officials may be better able to respond to incidents, ensuring timelier responses and reducing demands on state and local officials.

The National Park Service has requested a cession of concurrent criminal legislative jurisdiction at these park units because the Park Service recognizes a benefit to both state and federal law enforcement. In its request letter, the National Park Service stated "cessions have proven very beneficial to both State and local law enforcement authorities and the NPS for the many years that the cessions have been in place. Specifically, it enables the agencies to work collaboratively, enhances the ability to provide effective law enforcement, and ensures the safety of visitors and residents." The National Park Service provided letters of support for the cession from the county sheriff for each of the many counties that would be affected.

The National Park Service has submitted a formal written request and evidence that its request accords with federal law. The Park Service owns or leases all of the lands that will be affected and uses them for national park purposes. (Some park units contain private inholdings, but this action would not affect jurisdiction over private land.) The Park Service has entered into an agreement to reimburse the State for its costs and expenses.

CONCLUSION:

Commission staff believes that the proposed cession of concurrent criminal jurisdiction is in the best interests of the State and that sufficient evidence exists for the Commission to make each of the findings required by Government Code section 126.

OTHER PERTINENT INFORMATION:

1. Approval or denial of the cession is a discretionary action by the Commission. Each time the Commission approves or rejects a cession, it exercises legislatively delegated authority. If the Commission denies the requested cession, all legislative jurisdiction will remain with the State. If the Commission approves the requested cession, the United States and the State will share concurrent criminal legislative jurisdiction. This action gives no right to a new or renewed cession upon expiration.
2. This action is consistent with the "Committing to Collaborative Leadership" Strategic Focus Area of the Commission's 2021–2025 Strategic Plan.
3. Commission staff provided notice of the proposed cession to the Clerk for the Board of Supervisors for Del Norte, Humboldt, Inyo, Los Angeles, Madera, Marin, Mariposa, Modoc, Monterey, Riverside, San Benito, San Bernardino, San Francisco, San Mateo, Santa Barbara, Shasta, Siskiyou, Tehama, Tulare, and Ventura counties on July 31, 2025.
4. The National Park Service has requested a cession of concurrent criminal jurisdiction over all lands under the jurisdiction of the Park Service within or associated with each of the listed park units, other than federally owned lands in which the United States already exercises permanent exclusive or partial legislative jurisdiction. Tracts associated with but outside the legal boundaries of park units are listed individually in the Land Description on the exhibits. The attached exhibits are intended as an aid and illustration for staff and the public

and not as a limitation on the scope of the cession. Because of the large number of tracts within the park units, some entries may be inadvertently omitted or included, or given incorrect details, despite the efforts of Park Service and Commission staffs.

5. The proposed cession of concurrent criminal jurisdiction is not a project as defined by the California Environmental Quality Act because it is an administrative action that will not result in direct or indirect physical changes in the environment.

   Authority: Public Resources Code section 21065 and California Coe of Regulations, title 14, sections 15060, subdivision (c)(3), and 15378, subdivision (b)(5).

EXHIBITS:

A. Land Description – Channel Islands National Park

A-1. Map and table depicting lands at Channel Islands National Park subject to the cession of jurisdiction.

B. Land Description – Devils Postpile National Monument

B-1. Map and table depicting lands at Devils Postpile National Monument subject to the cession of jurisdiction.

C. Land Description – Death Valley National Park

C-1. Map and table depicting lands at Death Valley National Park subject to the cession of jurisdiction.

D. Land Description – Golden Gate National Recreation Area

D-1. Map and table depicting lands at Golden Gate National Recreation Area subject to the cession of jurisdiction.

E. Land Description – Joshua Tree National Park

E-1. Map and table depicting lands at Joshua Tree National Park subject to the cession of jurisdiction.

F. Land Description – Kings Canyon National Park

F-1. Map and table depicting lands at Kings Canyon National Park subject to the cession of jurisdiction.

G. Land Description – Lava Beds National Monument

G-1. Map and table depicting lands at Lava Beds National Monument subject to the cession of jurisdiction.

H. Land Description – Lassen Volcanic National Park

H-1. Map and table depicting lands at Lassen Volcanic National Park subject to the cession of jurisdiction.

I. Land Description – Mojave National Preserve

I-1. Map and table depicting lands at Mojave National Preserve subject to the cession of jurisdiction.

J. Land Description – Muir Woods National Monument

J-1. Map and table depicting lands at Muir Woods National Monument subject to the cession of jurisdiction.

K. Land Description – Pinnacles National Park

K-1. Map and table depicting lands at Pinnacles National Park subject to the cession of jurisdiction.

L. Land Description – Point Reyes National Seashore

L-1. Map and table depicting lands at Point Reyes National Seashore subject to the cession of jurisdiction.

M. Land Description – Redwood National Park

M-1. Map and table depicting lands at Redwood National Park subject to the cession of jurisdiction.

N. Land Description – San Francisco Maritime National Historical Park

N-1. Map and table depicting lands at San Francisco Maritime National Historical Park subject to the cession of jurisdiction.

O. Land Description – Santa Monica Mountains National Recreation Area

O-1. Map and table depicting lands at Santa Monica Mountains National Recreation Area subject to the cession of jurisdiction.

P. Land Description – Sequoia National Park

P-1. Map and table depicting lands at Sequoia National Park subject to the cessions of jurisdiction.

Q. Land Description – Tule Lake National Monument

Q-1. Map and table depicting lands at Tule Lake National Monument subject to the cession of jurisdiction.

R. Land Description – Whiskeytown National Recreation Area

R-1. Map and table depicting lands at Whiskeytown National Recreation Area subject to the cession of jurisdiction.

S. Land Description – Yosemite National Park

S-1. Map and table depicting lands at Yosemite National Park subject to the cession of jurisdiction.

RECOMMENDED ACTION:

It is recommended that the Commission:

AUTHORIZATION:

1. Find that the requirements of Government Code section 126 have been satisfied as follows:

    a. The United States has requested in writing that the State cede concurrent criminal legislative jurisdiction over the lands described in the attached Exhibits within Del Norte, Humboldt, Inyo, Los Angeles, Madera, Marin, Mariposa, Modoc, Monterey, Riverside, San Benito, San Bernardino, San Francisco, San Mateo, Santa Barbara, Shasta, Siskiyou, Tehama, Tulare, and Ventura counties.

    b. The lands are held by the United States for the erection of forts, magazines, arsenals, dockyards, and other needful buildings within the purview of clause 17 of Section 8 of Article I of the United States Constitution, or for any other federal purposes.

    c. The cession is made pursuant to and in compliance with the laws of the United States.

d. A notice of the proposed cession has been given to the clerk for the board of supervisors for each county in which the federal lands are located at least 15 days before the proposed cession.

e. The proposed cession is in the best interests of the State of California.

f. The United States has agreed to bear all costs and expenses incurred by the State Lands Commission in making the cession.

2. Cede concurrent criminal legislative jurisdiction to the United States over the lands described in the Exhibits for so long as the lands are owned by the United States and used for federal purposes or for 10 years, whichever period is less.

3. Authorize the Executive Officer or designee to execute Resolutions of Cession of Concurrent Criminal Legislative Jurisdiction for the cessions and have them recorded in the official records of Del Norte, Humboldt, Inyo, Los Angeles, Madera, Marin, Mariposa, Modoc, Monterey, Riverside, San Benito, San Bernardino, San Francisco, San Mateo, Santa Barbara, Shasta, Siskiyou, Tehama, Tulare, and Ventura counties.

NOTE:

This cession of concurrent criminal jurisdiction applies to all lands under the jurisdiction of the National Park Service within each of the named park units, except for lands where the United States already exercises permanent exclusive or partial legislative jurisdiction; and to each of the listed NPS tracts managed by the National Park Service and located outside the legislated boundary of a park unit. The land descriptions, plat maps, and tract tables are provided as aids and illustrations, not as limitations on the scope of the cession.

EXHIBITS:

A. Land Description – Channel Islands National Park
A-1. Map and table depicting lands at Channel Islands National Park subject to the cession of jurisdiction.
B. Land Description – Devils Postpile National Monument
B-1. Map and table depicting lands at Devils Postpile National Monument subject to the cession of jurisdiction.
C. Land Description – Death Valley National Park
C-1. Map and table depicting lands at Death Valley National Park subject to the cession of jurisdiction.
D. Land Description – Golden Gate National Recreation Area
D-1. Map and table depicting lands at Golden Gate National Recreation Area subject to the cession of jurisdiction.
E. Land Description – Joshua Tree National Park
E-1. Map and table depicting lands at Joshua Tree National Park subject to the cession of jurisdiction.
F. Land Description – Kings Canyon National Park
F-1. Map and table depicting lands at Kings Canyon National Park subject to the cession of jurisdiction.
G. Land Description – Lava Beds National Monument
G-1. Map and table depicting lands at Lava Beds National Monument subject to the cession of jurisdiction.
H. Land Description – Lassen Volcanic National Park
H-1. Map and table depicting lands at Lassen Volcanic National Park subject to the cession of jurisdiction.
I. Land Description – Mojave National Preserve
I-1. Map and table depicting lands at Mojave National Preserve subject to the cession of jurisdiction.
J. Land Description – Muir Woods National Monument
J-1. Map and table depicting lands at Muir Woods National Monument subject to the cession of jurisdiction.
K. Land Description – Pinnacles National Park

K-1. Map and table depicting lands at Pinnacles National Park subject to the cession of jurisdiction.
L. Land Description – Point Reyes National Seashore
L-1. Map and table depicting lands at Point Reyes National Seashore subject to the cession of jurisdiction.
M. Land Description – Redwood National Park
M-1. Map and table depicting lands at Redwood National Park subject to the cession of jurisdiction.
N. Land Description – San Francisco Maritime National Historical Park
N-1. Map and table depicting lands at San Francisco Maritime National Historical Park subject to the cession of jurisdiction.
O. Land Description – Santa Monica Mountains National Recreation Area
O-1. Map and table depicting lands at Santa Monica Mountains National Recreation Area subject to the cession of jurisdiction.
P. Land Description – Sequoia National Park
P-1. Map and table depicting lands at Sequoia National Park subject to the cessions of jurisdiction.
Q. Land Description – Tule Lake National Monument
Q-1. Map and table depicting lands at Tule Lake National Monument subject to the cession of jurisdiction.
R. Land Description – Whiskeytown National Recreation Area
R-1. Map and table depicting lands at Whiskeytown National Recreation Area subject to the cession of jurisdiction.
S. Land Description – Yosemite National Park
S-1. Map and table depicting lands at Yosemite National Park subject to the cession of jurisdiction.

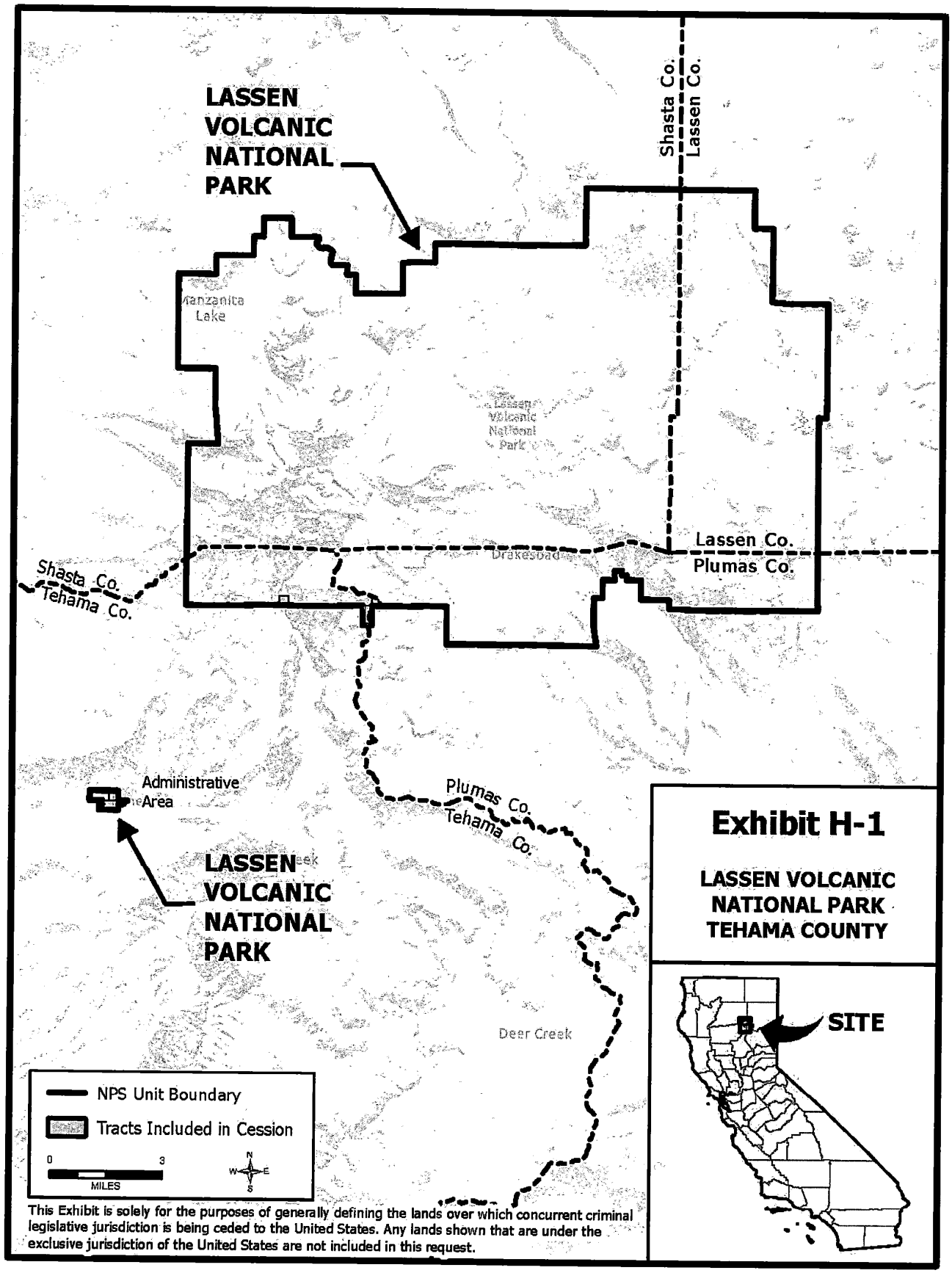
EXHIBIT H

Land Description – Lassen Volcanic National Park

All the lands known as Lassen Volcanic National Park located in Tehama County, California, as created by Presidential Proclamation No. 753 (May 6, 1907, 35 Stat. 2131) and Presidential Proclamation No. 754 (May 6 1907, 35 Stat. 2132); as amended by the Act of August 9, 1916 (Pub.L. 64-184, 39 Stat. 442), the Act of April 26, 1928 (Pub.L. 70-321, 45 Stat. 466), the Act of May 21, 1928 (Pub.L. 70-456, 45 Stat. 644), the Act of January 19, 1929 (Pub.L. 70-665, 45 Stat. 1081), the Act of April 19, 1930 (Pub.L. 71-148, 46 Stat. 222), the Act of July 3, 1930 (Pub.L. 71-507, 46 Stat. 853), the Act of August 10, 1961 (Pub.L. 87-129, 75 Stat. 319), and the act of April 11, 1972 (Pub.L. 92-272, 86 Stat. 121).

EXHIBIT H-1

Map and table depicting lands at Lassen Volcanic National Park subject to the cession of jurisdiction
(see next page)


LASSEN VOLCANIC NATIONAL PARK
Shasta Co.
Lassen Co.
Manzanita Lake
Lassen Volcanic National Park
Drakesbad
Lassen Co.
Plumas Co.
Shasta Co.
Tehama Co.
Administrative Area
LASSEN VOLCANIC NATIONAL PARK
Plumas Co.
Tehama Co.
Deer Creek
NPS Unit Boundary
Tracts Included in Cession
0
3
MILES
N
W
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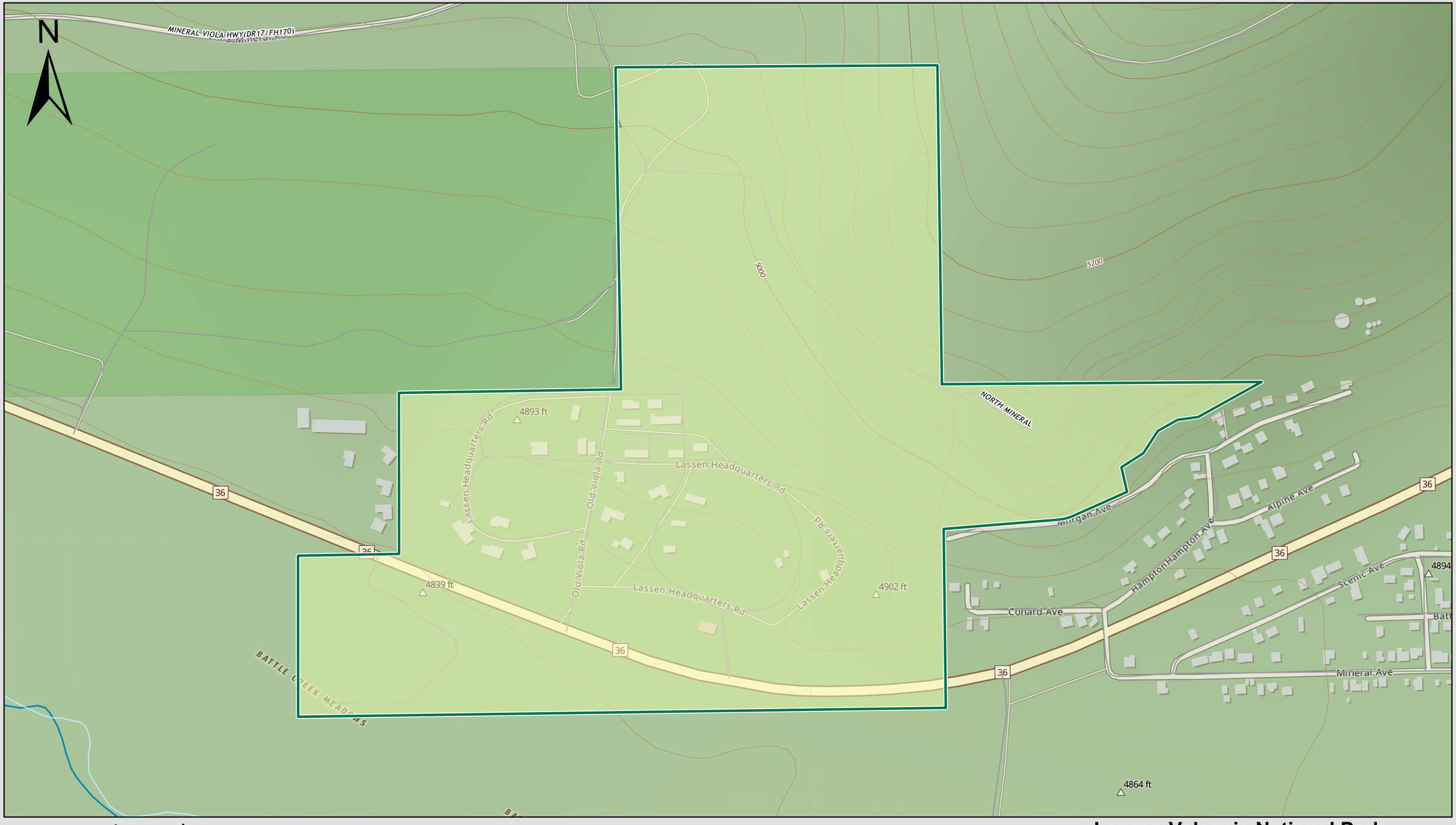
This Exhibit is solely for the purposes of generally defining the lands over which concurrent criminal legislative jurisdiction is being ceded to the United States. Any lands shown that are under the exclusive jurisdiction of the United States are not included in this request.
Exhibit H-1
LASSEN VOLCANIC NATIONAL PARK
TEHAMA COUNTY
SITE

Lassen Volcanic National Park

APN	County	NPS Park	NPS Tract	Acres	Conveyed	Book/Page
015-040-007	Tehama	LAVO	01-141	21.4	9/23/1953	
015-040-007	Tehama	LAVO	01-148	40.0	7/10/1951	
013-280-025	Tehama	LAVO	01-149	80.0	4/26/1928	
013-280-058						
013-301-010						
013-301-011						
013-340-005						
013-361-001						
015-040-007	Tehama	LAVO	01-171	62.8	3/17/2011	2011-003001
013-311-003	Tehama	LAVO	01-176	56.7	2/28/2017	2017-002405
013-311-004						
013-311-006						
013-311-007						
013-311-008						
013-311-013						
013-311-014						
013-311-015						

DOC #202500913 Page 18 of 18



Legend

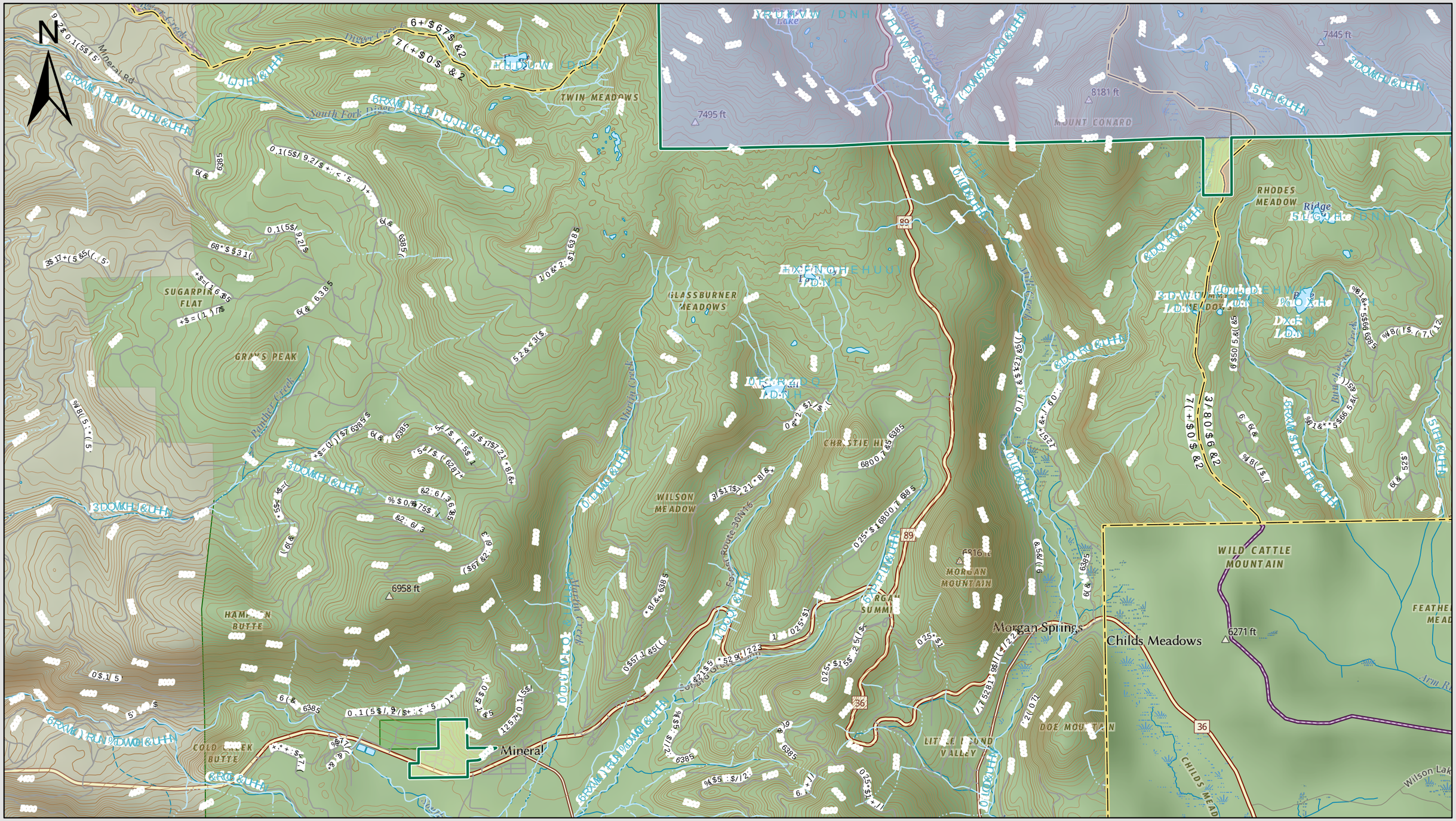
- Park Boundary
- Concurrent
- Exclusive
- Proprietary

0 0.04 0.07 0.15 0.22 0.3 Miles

Spatial Reference
Projection: NAD 1983 2011 UTM Zone 10N
Datum: NAD 1983 2011

Lassen Volcanic National Park
Mineral, CA
Headquarters Jurisdiction

Created By:
charlie_hardy@nps.gov
12/15/2025 8:59 AM



Legend

- Park Boundary
- Concurrent
- Exclusive
- Proprietary

0 0.42 0.85 1.7 2.55 3.4 Miles

Spatial Reference
Projection: NAD 1983 2011 UTM Zone 10N
Datum: NAD 1983 2011

Lassen Volcanic National Park
Tehama County
Jurisdiction Overview

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charlie_hardy@nps.gov
12/15/2025 9:05 AM

E-Contract Review
Approval as to Form

Department Name: Tehama County Sheriff's Office

Vendor Name: United States Department of Interior- Lassen NPS

Document Description: Agreement for mutual law enforcement assistance

APPROVED AS TO FORM:

Date: 3/20/26

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

Tehama County

Agenda Request Form

File #: 26-0382 **Agenda Date:** 3/24/2026 **Agenda #:** 25.

ADMINISTRATION - Chief Administrator Gabriel Hydrick

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Chair of the Board to sign a Memorandum of Understanding (MOU) with Golden State Finance Authority (GSFA) and the County of Tehama regarding a Jail Medical Care Feasibility Study for the north state region of California; effective upon date of signing until completion of the services

Financial Impact:
Budget impact is anticipated for the FY 2026/2027. There is no anticipated impact to the current FY 2025/2026. The maximum not-to-exceed amount for the services of this MOU is $75,487.91.

Background Information:
The proposed Memorandum of Understanding (MOU) with the Golden State Finance Authority (GSFA) would allow the County to participate in a regional jail medical program and receive cost reimbursement for its participation. Counties across California are facing increasing challenges in providing legally required jail medical care due to rising contract costs, staffing shortages, regulatory requirements, and growing litigation risks. These pressures are particularly significant for rural and mid-sized counties with limited workforce availability and fewer service providers.

To address these shared challenges, the Rural County Representatives of California (RCRC), in partnership with PRISM, convened regional task forces in 2025 to explore long-term strategies for improving jail medical care delivery, including potential regional collaboration. GSFA subsequently issued a Request for Proposals to select consultants to conduct a feasibility study evaluating alternative models for jail medical service delivery across five regions representing 26 counties. Under the proposed MOU, GSFA will manage the consultant contract, and administer funding contributed by participating counties, while the selected consultant would perform the analysis and provide recommendations on cost-effective, sustainable, and compliant jail medical care delivery options.

To: County Board of Supervisors

From:

Date:

Re: Informational Overview of the Jail Medical Care Feasibility Study and County Participation

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Recommended Action

Adopt the attached Memorandum of Understanding (MOU) with the Golden State Finance Authority (GSFA) to provide cost reimbursement for participation in a regional Jail Medical Care Feasibility Study focused on evaluating long-term, sustainable alternatives for jail medical service delivery.

Background and Rationale for County Participation

Counties throughout California are increasingly challenged by the rising cost and complexity of providing legally required medical care to individuals housed in county jails. Many face persistent staffing shortages, escalating contract and litigation costs, and increasing difficulty maintaining compliance with state and national care standards. These challenges are particularly pronounced in rural and mid-sized counties, where limited scale, geographic constraints, and workforce availability create additional barriers to service delivery.

Publicly available data and county experience indicate that contract costs for jail medical services have increased significantly from one contract period to the next, often alongside expanded regulatory requirements and heightened expectations for specialty and behavioral health care. [1,2,3] At the same time, chronic workforce shortages have contributed to increased reliance on contract-based service models and temporary staffing arrangements, which can create operational instability and additional fiscal pressure. [4] Limited service partner options amplify the counties' concerns should one partner no longer be available.

In parallel, counties have observed increased litigation and liability exposure related to jail medical care, underscoring the financial and risk management implications of existing delivery models. In discussions with regional working groups, PRISM, a member-directed risk management joint powers authority, noted recent cases involving in-custody deaths and medical care claims that resulted in multimillion-dollar settlement demands and increased county costs.

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[1]Fresno County Board of Supervisors. (2024, December 3). *Approval of amendment to jail medical services contract* (Agenda Item No. 8). County of Fresno Board of Supervisors meeting agenda.
[2]Lake County Board of Supervisors. (2025, June 10). *Jail medical services contract and associated cost increases* (Agenda Item No. 5.11). County of Lake Board of Supervisors meeting agenda.
[3]Monterey County Board of Supervisors. (2025, November 18). *Update and actions related to jail medical care services* (Agenda Item No. 15). Monterey County Board of Supervisors meeting agenda.
[4]California State Auditor. (December 2025). *State Health Care Staffing Contracts*.

In response to these shared challenges, the Rural County Representatives of California (RCRC), in partnership with PRISM, convened five regional task forces in early 2025 composed of County Executive and Administrative Officers (CEOs and CAOs). The purpose of these task forces was to explore long-term strategies for improving the delivery, quality, cost-effectiveness, and risk management of jail medical care, including the potential for regional collaboration.

Following a series of working group meetings with each region, the Golden State Finance Authority (GSFA), RCRC's affiliated public agency, issued Request for Proposals (RFP No. 2025-GSFA-001) on October 13, 2025. The purpose of the RFP is to procure a qualified consultant, or team of consultants, to conduct a feasibility study evaluating alternative models for jail medical care delivery across five defined regions of California, encompassing a total of 26 participating counties (See EXHIBIT A for a map of participating counties within each region). The feasibility study is intended to support counties in assessing regional collaboration opportunities, cost-effective service delivery approaches, quality-of-care considerations, and compliance with applicable state and national standards (See Exhibit B for list of deliverables to be completed under the contract).

The RFP submission period closed on December 12, 2025, resulting in two qualifying proposals. GSFA conducted an internal evaluation process that included technical scoring and consultation with each CAO-led regional working group in early January 2026. Through this process, regional working groups identified preferred consultants to support the feasibility study within their respective regions.

This staff report is provided to support the Board's consideration of the attached MOU related to participation in the Jail Medical Care Feasibility Study. Through the proposed MOU, the county would partner with the GSFA to fund and participate in a coordinated, data-driven evaluation of long-term jail medical care alternative alongside similarly situated counties. Under the anticipated structure, GSFA will serve as the contracting entity and program facilitator, convene coordination meetings between county staff and the selected consultant, and act as the fiscal intermediary responsible for processing and paying consultant invoices using funds contributed by participating counties. The feasibility study will be performed exclusively by the selected consultant, and the MOU will become effective only upon execution by all participating counties within the region.

EXHIBIT A: Map of Regions and Participating Counties

EXHIBIT B: Jail Medical Care Feasibility Study Project Deliverables

The selected consultant(s) will complete a regional feasibility study to evaluate long-term alternatives for jail medical care service delivery. Deliverables will be completed separately for each participating region and will include, at a minimum, the following components:

1. **Regional Needs Assessment**
    - Inventory of current jail medical delivery models across participating counties
    - Summary of existing contracts, staffing structures, and operational arrangements
    - Assessment of workforce capacity, vacancy pressures, and recruitment challenges
    - Continued synthesis of stakeholder input from county administrators, jail leadership, and health staff
2. **Comparative Evaluation of Service Delivery Models**
    - Side-by-side analysis of feasible jail medical care delivery models, including:
        - County-operated (in-house) models
        - Contracted medical services models
        - Regional or shared administrative/governance models (i.e. JPA or shared contracting model)
    - Evaluation of each model's operational feasibility, staffing viability, governance complexity, scalability, and alignment with county priorities
3. **Performance, Compliance, and Risk Review**
    - Assessment of each model's ability to meet applicable constitutional, clinical, and regulatory requirements
    - Identification of operational, clinical, and liability risks associated with each model
    - Analysis of oversight and quality assurance requirements under alternative governance structures
4. **Comparative Cost and Fiscal Analysis**
    - Detailed cost estimates for each model, by county and region
    - Identification of major cost drivers, fiscal risks, and sustainability considerations
    - Evaluation of potential economies of scale or shared-service efficiencies in the long-run
5. **Implementation Roadmap**
    - Region-specific implementation pathways for feasible models
    - Identification of key milestones, sequencing considerations, and decision points
    - Overview of recommended governance, staffing, procurement, and administrative actions
    - Risk mitigation strategies and readiness considerations
6. **Regional Reporting and Presentation**
    - Stand-alone comprehensive written feasibility report for each region, including:
    - Presentation of findings to each regional working group
    - Final materials suitable for briefing County Board of Supervisors

Jail Medical Feasibility Study
RFP#2025-GSFA-001
Evaluation of Proposals Received – Executive Summary

Purpose

The Golden State Finance Authority (GSFA), on behalf of participating counties, issued RFP No. 2025-GSFA-001 to procure a consultant(s) to conduct a feasibility study evaluating long-term alternatives for jail medical care delivery across five defined California regions. The study is intended to support county decision-making by assessing existing conditions, evaluating alternative service delivery models, and identifying potential fiscal, operational, and governance considerations.

This Executive Summary provides a high-level overview of the internal proposal evaluation process, key takeaways from each proposal received, and illustrative cost distribution scenarios developed to support upcoming regional working group discussions.

Proposal Evaluation Process

Two proposals were received by the submission deadline:

- NCCHC Resources, Inc.
- Health Management Associates (HMA)

Proposals were reviewed and scored internally using the evaluation criteria and point distribution matrix outlined in the RFP (Section 5.1). Each proposal was assessed for responsiveness, technical approach, qualifications, cost reasonableness, and alignment with the Scope of Work. All pass/fail requirements were met by both respondents.

Because participating counties will fund the feasibility study, cost and fiscal reasonableness were considered an important component of the evaluation. At the same time, no single criterion was determinative, and scores reflect a holistic review across all evaluation categories.

Summary of Evaluation Results

NCCHC Resources, Inc.

- Total Score: **87.8/100**
- Total Project Cost: $1,802,000
    - *Note: If awarded all five regions, NCCHC proposes a 10% total cost discount.*

Key Takeaways – NCCHC Resources, Inc.

- Exceptional depth of experience in correctional healthcare systems and jail medical operations
- Strong alignment with the RFP Scope of Work and regional feasibility study objectives
- Practical, county-focused approach informed by direct correctional health experience
- Comprehensive stakeholder engagement strategy tailored to county and facility contexts
- Clear, well-organized deliverables and reporting structure
- Project budget provided with regional cost breakouts
- Fiscal modeling and cost-sharing analysis are presented at a high level and may require additional refinement during contract negotiations.

Health Management Associates (HMA)

- Total Score: **83.5/100**
- Total Project Cost: **$2,881,955**

Key Takeaways - HMA

- Strong statewide and California-specific expertise, particularly in Medi-Cal, CalAIM Justice-Involved initiatives, public sector compliance, and fiscal modeling
- Clear project phases, deliverables, and implementation roadmaps aligned with GSFA's regional structure
- Robust staffing capacity, particularly in financial, legal, and policy analysis domains
- Well-developed framework for comparative analysis and implementation planning
- Project team experience reflects broader healthcare and public systems expertise, with less emphasis on specialized correctional healthcare operations compared to NCCHC
- HMA provided regional cost breakdown by January 5th, 2026, as requested by GSFA to assist with the evaluation process.

Cost Distribution Scenarios

To support regional discussions, GSFA staff developed illustrative county-level cost scenarios based on the regional cost information provided by NCCHC. These scenarios are intended solely to demonstrate how costs could be allocated.
For each region, three potential cost-distribution approaches are shown:

1. Equal Share by County
    - Total regional cost divided equally among participating counties
2. Pro-Rata Share by Jail Average Daily Population (ADP) (January 2025)
    - County share calculated as:
      (County ADP ÷ Total Regional ADP) × Total Regional Cost
3. Pro-Rata Share by Total County Population (January 2025)
    - County share calculated as:
      (County population ÷ Total Regional population) × Total Regional Cost

These scenarios are provided to illustrate relative impacts under different allocation methodologies and to support informed discussion among counties.

NCCHC Resources Budget Proposal

Region	Total Project Fee
North State	$375,000
Sac/Sierra	$455,000
Central Valley	$320,000
Central Coast	$320,000
Bay Area	$332,000

North State Region - $375,000	January 2025 Jail ADP Pro-Rata	Total County Population January 2025 Pro-Rata	Equally
Del Norte	$43,616.31	$30,909.20	$53,571.43
Humboldt	$149,899.73	$155,823.42	$53,571.43
Lassen	$42,112.30	$33,438.39	$53,571.43
Modoc	$13,034.76	$10,411.36	$53,571.43
Siskiyou	$54,645.72	$50,433.56	$53,571.43
Tehama	$47,627.01	$75,487.91	$53,571.43
Trinity	$24,064.17	$18,496.15	$53,571.43
Total	**$375,000**	**$375,000**	**$375,000**

Sacramento/Sierra Region - $455,000	January 2025 Jail ADP Pro-Rata	Total County Population January 2025 Pro-Rata	Equally
Colusa	$9,496.00	$8,682.46	$50,555.56
El Dorado	$58,794.40	$75,199.87	$50,555.56
Glenn	$12,728.69	$11,577.00	$50,555.56
Lake	$45,257.55	$26,510.94	$50,555.56
Mono	$3,838.81	$4,999.92	$50,555.56
Placer	$160,219.80	$166,130.33	$50,555.56
Sutter	$39,802.40	$39,520.43	$50,555.56
Yolo	$58,592.36	$88,863.72	$50,555.56
Yuba	$66,269.98	$33,515.32	$50,555.56
Total	**$455,000.00**	**$455,000.00**	**$455,000**

Central Valley Region - $320,000	January 2025 Jail ADP Pro-Rata	Total County Population January 2025 Pro-Rata	Equally
Fresno	$210,337.56	$201,522.74	$80,000.00
Madera	$37,245.48	$31,596.64	$80,000.00
Merced	$40,356.47	$56,952.04	$80,000.00
Kings	$32,060.49	$29,928.58	$80,000.00
Total	**$320,000.00**	**$320,000.00**	**$320,000**

Central Coast - $320,000	January 2025 Jail ADP Pro-Rata	Total County Population January 2025 Pro-Rata	Equally
San Luis Obispo	$61,793.10	$57,466.62	$ 106,666.7
Santa Barbara	$100,827.59	$91,986.26	$ 106,666.7
Ventura	$157,379.31	$170,547.11	$ 106,666.7
Total	**$320,000.00**	**$320,000.00**	**$320,000.00**

Bay Area Region - $332,000	January 2025 Jail ADP Pro-Rata	Total County Population January 2025 Pro-Rata	Equally
Napa	$54,693.64	$42,283.59	$ 110,666.7
Solano	$112,505.78	$139,731.48	$ 110,666.7
Sonoma	$164,800.58	$149,984.92	$ 110,666.7
Total	**$332,000.00**	**$332,000.00**	**$332,000.00**

HMA Budget Proposal – Cost Breakdown by Region Received on Jan. 5th, 2025

EXHIBIT 1. TOTAL COST BY REGION

	North	Bay	Central Coast	Sacramento	Central Valley	Total
Task 2, Regional Needs Assessment	$346,303	$254,743	$254,933	$470,873	$282,398	**$1,609,250**
Task 3, Model Evaluation and Comparative Analysis	$56,738	$56,738	$56,738	$56,738	$56,738	**$283,690**
Task 4, Performance and Compliance Criteria Review	$54,466	$54,466	$54,466	$54,466	$54,466	**$272,330**
Task 5, Comparative Cost Summary and Fiscal Considerations	$39,773	$39,773	$39,773	$39,773	$39,773	**$198,865**
Task 6, Implementation Roadmap and Risk Considerations	$29,836	$29,836	$29,836	$29,836	$29,836	**$149,180**
Task 7, Regional Reporting and Presentation Requirements	$73,736	$73,736	$73,736	$73,736	$73,736	**$368,680**
Total	**$600,852**	**$509,292**	**$509,482**	**$725,422**	**$536,947**	**$2,881,995**

North State Region - $600,852	January 2025 Jail ADP Pro-Rata	Total County Population January 2025 Pro-Rata	Equally
Del Norte	$69,885.19	$49,524.95	$85,836.00
Humboldt	$240,180.14	$249,671.51	$85,836.00
Lassen	$67,475.36	$53,577.40	$85,836.00
Modoc	$20,885.23	$16,681.83	$85,836.00
Siskiyou	$87,557.31	$80,808.29	$85,836.00
Tehama	$76,311.42	$120,952.16	$85,836.00
Trinity	$38,557.35	$29,635.86	$85,836.00
Total	**$600,852.00**	**$600,852.00**	**$600,852.00**

Sacramento/Sierra Region - $725,422	January 2025 Jail ADP Pro-Rata	Total County Population January 2025 Pro-Rata	Equally
Colusa	$15,139.80	$13,842.74	$80,602.44
El Dorado	$93,737.92	$119,893.71	$80,602.44
Glenn	$20,293.78	$18,457.61	$80,602.44
Lake	$72,155.65	$42,267.29	$80,602.44
Mono	$6,120.35	$7,971.55	$80,602.44
Placer	$255,443.89	$264,867.25	$80,602.44
Sutter	$63,458.32	$63,008.77	$80,602.44
Yolo	$93,415.80	$141,678.46	$80,602.44
Yuba	$105,656.49	$53,434.62	$80,602.44
Total	**$725,422.00**	**$725,422.00**	**$725,422.00**

Central Valley Region - $536,947	January 2025 Jail ADP Pro-Rata	Total County Population January 2025 Pro-Rata	Equally
Fresno	$352,937.89	$338,146.96	$134,236.75
Madera	$62,496.40	$53,017.89	$134,236.75
Merced	$67,716.51	$95,563.21	$134,236.75
Kings	$53,796.20	$50,218.94	$134,236.75
Total	**$536,947.00**	**$536,947.00**	**$536,947.00**

Central Coast - $509,482	January 2025 Jail ADP Pro-Rata	Total County Population January 2025 Pro-Rata	Equally
San Luis Obispo	$98,382.73	$91,494.41	$169,827.33
Santa Barbara	$160,530.75	$146,454.20	$169,827.33
Ventura	$250,568.52	$271,533.39	$169,827.33
Total	**$509,482.00**	**$509,482.00**	**$509,482.00**

Bay Area Region - $509,292	January 2025 Jail ADP Pro-Rata	Total County Population January 2025 Pro-Rata	Equally
Napa	$83,900.71	$64,863.54	$169,764.00
Solano	$172,585.22	$214,349.78	$169,764.00
Sonoma	$252,806.07	$230,078.68	$169,764.00
Total	**$509,292.00**	**$509,292.00**	**$509,292.00**

Request for Proposals No. 2025-GSFA-001
for
Jail Medical Care Feasibility Study

Addendum #1
Issued Tuesday, November 18, 2025

This addendum provides answers to questions received by potential respondents.

The question period concluded on Wednesday, November 12, 2025, at 5:00pm Pacific Time. The proposal submission deadline remains December 12, 2025, at 5:00 Pacific Time.

Responses to Questions

1. **The RFP instructs that proposals include a breakdown of direct and indirect costs. Please confirm whether fully burdened labor category billing rates may be used, and that indirect costs are not required if they are included within the fully burdened labor category billing rates. If a proposal is submitted with fully burdened labor category billing rates (inclusive of all indirect costs) and do not list indirect costs separately, would that cause the proposal to be given a lower score or be disqualified?**
   Fully burdened billing rates that include indirect costs may be used. It will be helpful for reviewers to state in the cost proposal that fully burdened billing rates are being used to clarify why the indirect cost line item is blank. A proposal that is submitted with fully burdened labor category billing rates will not be a basis for a lower score or disqualification.

2. **How many county jails by region are to be covered by this project?**
   During the Regional Needs Assessment (Section 6.2 of the RFP), the selected Consultant(s) will coordinate directly with each participating county to verify and document the current correctional health infrastructure within each region. This will include confirming the number and type of facilities in operation and the structure of service delivery at each site.

3. **Does the project cover juvenile as well as adult incarcerated populations?**
   It is the intention of this feasibility study to cover adult incarcerated populations housed in county jails. However, respondents may include an

estimated cost breakdown for including juvenile facilities in their proposal, without penalty to their score. In Section 5.4 – Award Determination of the RFP, it is stated:

"Respondents should also acknowledge that GSFA may conduct a post-scoring, pre-award negotiation phase with one or more top-ranked proposers. This phase may be utilized to clarify cost proposals, adjust deliverables, or align contractual terms to ensure the final award best meets the needs of participating counties and provides the best value overall.

The final award(s) will also be subject to review and input from participating counties, and may take into account considerations such as regional alignment, cost-effectiveness, consultant availability, and demonstrated understanding of county-specific priorities."

The final scope of work will be determined during the post-scoring and pre-award contract negotiation phase, and the inclusion of optional components in a proposal could provide flexibility for the possible inclusion of such components in a contract.

4. **Is there a preliminary assessment of total project cost and budget?**
   There is no preliminary assessment of total project cost and budget.

5. **Is there a not to exceed amount for this project?**
   There is no established not to exceed amount for this project.

6. **Do final reports need branding? If so, what branding will be expected?**
   For each separate feasibility report, the cover page will indicate the region that is included in the study as well as the consulting firm that prepared the report. It is anticipated that the report will use the consultant's branding, but that is subject to negotiation during the contract award that will involve input by the counties within the region(s). GSFA branding will not be included in any final deliverable.

7. **Which entity will be the primary contact throughout the engagement?**
   GSFA personnel will coordinate the early stages of the contract, facilitating meetings between the Regional Task Forces and Consultant(s). During these initial meetings, it is expected that each participating county assigns a point of contact person that will communicate directly with Consultant(s) throughout the engagement. GSFA will maintain active communication with

each Regional Task Force and Consultant(s) to ensure strong collaboration and can convene all parties at any time throughout the engagement.

GSFA will serve as the contracting entity, facilitate the evaluation and selection process, and act as the fiscal intermediary for compensating the selected consultant using funds contributed by participating counties for the duration of the project.

8. **As staffing and workforce considerations are listed, would we include staff training?**
   Yes. Respondents may include staff training considerations in their proposed approach where relevant, including as part of the model evaluation (Section 6.3 of RFP) and implementation roadmap (Section 6.6 of RFP). However, the design and delivery of actual staff training is not part of the Scope of Work for this project. If respondents choose to discuss potential training needs or future training options, those elements should be clearly described as recommendations and, if costed, identified separately in the cost proposal.

9. **What is the time frame for the cost-benefit analysis? Does it include longer term benefits (e.g. better behavioral health care leads to lower recidivism)?**
   The RFP does not prescribe a specific time frame. Respondents should propose a reasonable timeframe (e.g., short- to medium-term) for their cost-benefit analysis and may also discuss longer-term benefits qualitatively where appropriate (such as potential impacts on recidivism). Assumptions about timeframes should be clearly stated in the proposal. Timeframes may be considered as a component of scoring and in evaluation of whether and to whom to award contracts.

10. **How often do each of the five regional task forces meet? Is there a regular schedule for the regional task force meetings and where can we locate?**
    There is no single, standardized meeting schedule across all regional task forces. Meeting frequency varies by region and over time. During the engagement, the selected Consultant(s) will coordinate with GSFA and regional points of contact to determine a healthy cadence of meetings and check-ins, or to convene meetings as needed.

11. **Will the final presentation include all regions or are five final presentations expected?**

Five final presentations are expected—one for each region—along with five separate regional feasibility reports, as described in Section 6.7 of RFP.

12. **Would you prefer the final presentations occur in-person or virtually?**
    This will be determined at a later date by each regional task force in consultation with the selected Consultant(s). Respondents may make reasonable assumptions for budgeting purposes and should document those assumptions in their proposals.

13. **Is there an expectation for site visits in each of the jails?**
    The RFP does not mandate site visits to every facility. Respondents may propose site visits where they believe such visits are necessary or add value to the Regional Needs Assessment (Section 6.2 of RFP), recognizing that access is subject to county approval and security protocols. Any proposed site visit strategy and associated costs should be clearly described in the work plan and cost proposal.

14. **How will the analysis account for contracts that are owned by the Sheriff and include juvenile facilities?**
    As noted in Question 3, the primary focus of this feasibility study is adult populations housed in county jails. Where a county has a combined contract that includes both adult and juvenile populations, the selected Consultant(s) will document those arrangements as part of the Regional Needs Assessment and cost analysis (Sections 6.2 and 6.5 of the RFP). While the study's deliverables are focused on adult facilities, information gathered and recommendations made may ultimately impact both adult and juvenile populations, particularly in counties where a single provider serves both settings.

15. **Will you allow a phased model, allowing the winning bidder to work with regions in a sequenced manner?**
    GSFA's preference is for all regions to undergo the feasibility study during the overall project period. However, a phased or sequenced approach may be proposed if it is clearly justified based on resource constraints and if it ensures that all participating counties in all regions are included within the agreed contract timeframe. Any proposed phasing should be explicitly described in the work plan and schedule.

16. **Are you interested in a flat fee, deliverables based or time and expense-based proposal?**

GSFA does not prescribe a single required billing structure. Respondents may propose a flat fee, deliverables-based, time-and-expense, or hybrid approach, provided the structure is clearly explained, tied to the Scope of Work, and broken down by region as required in the cost proposal. Proposals will be evaluated on clarity, fiscal reasonableness, and alignment with the RFP.

17. **Could you provide insight as to how the regions and the counties were selected for participation?**
    The five regions reflect existing regional task forces convened by GSFA and participating counties that expressed interest in jointly exploring long-term alternatives for jail medical care. Counties were grouped based on geography, existing relationships, and an interest in assessing potential regional or shared service models, as described in Section 1.2 of RFP (County Participation and Regional Approach). Regional task forces are led by county CAOs/CEOs.

18. **For each covered region, please provide: a list of the facility names to be included in this project, facility address, capacity, and Average Daily Population (ADP).**
    As part of the Regional Needs Assessment (Section 6.2 of RFP), the selected Consultant(s) will work with each county to develop and verify a facility inventory and associated data, using available county records and state sources.

19. **Does each facility have intake? If a facility does not have intake, where/how is intake performed?**
    Intake practices vary by county and facility. The selected Consultant(s) will document intake arrangements as part of the Regional Needs Assessment in coordination with county staff and jail administrators.

20. **Are any of the covered counties housing incarcerated people from neighboring counties or other agencies under contract agreements?**
    Some participating counties may have such housing arrangements. Any cross-jurisdictional housing arrangements will be identified documented by the selected Consultant(s) during the Regional Needs Assessment (Section 6.2 of RFP).

21. **Are any of the covered facilities being used for Federal holding?**

Where this is applicable, it will be identified through county interviews and document review as part of the Regional Needs Assessment and model evaluation.

22. **Are any of the facilities included currently under a consent decree, settlement agreement, or other judicial requirements for health services related issues? If so, please list the facilities subject to judicial requirements.**
As part of the Performance and Compliance Criteria Review (Section 6.4 of RFP), the selected Consultant(s) will work with counties to identify any such requirements and incorporate them into the analysis where relevant.

23. **Have any of the counties or facilities not met the California Title 15 requirements in any of the past 3 years. If so, please list the counties/facilities not in compliance and to which year(s) this applies.**
The selected Consultant(s) are expected to review publicly available information and county-provided materials, and to incorporate any known compliance issues into the Performance and Compliance Criteria Review (Section 6.4 of RFP).

24. **Please provide additional details regarding the current delivery of health care services. Is the current health care delivery model determined on a facility-by-facility basis? On a county-by-county basis?**
Current delivery models vary across and within regions. In some cases, arrangements are county-wide; in others, facility-specific factors may shape service delivery. A primary purpose of the Regional Needs Assessment (Section 6.2 of RFP) is to perform inventory and describe existing service models in each participating county.

25. **By region, what percentage (approximately) of health care is delivered by an outside vendor? By the county? In a shared arrangement?**
Developing this summary is part of the Scope of Work. The selected Consultant(s) will quantify and describe these arrangements as part of the Regional Needs Assessment and Model Evaluation (Sections 6.2 and 6.3 of RFP).

26. **In general, is medical and mental health care provided in the same manner (ex. both are provided by the same vendor, or both are provided by the county), or is care delivered differently for medical and mental health (ex. medical is provided by a vendor and mental health provided**

by the county, or medical and mental health care is provided by different vendors)?
Service configurations differ by county. In some jurisdictions, medical and mental health services may be integrated under one provider; in others, they may be separated between county departments and/or vendors. The RFP anticipates that the selected Consultant(s) will document these arrangements during the Regional Needs Assessment and incorporate them into the comparative analysis (Sections 6.2 and 6.3 of RFP).

27. **Are any of the facilities currently accredited by the National Commission on Correctional Health Care and/or the America Correctional Association? If so, please provide a list including the facility name and related accreditation.**
Accreditation status, where relevant, will be identified and incorporated into the Performance and Compliance Criteria Review (Section 6.4 of RFP) by the selected Consultant(s) in collaboration with participating counties.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GOLDEN STATE FINANCE AUTHORITY
AND
THE COUNTY OF TEHAMA
REGARDING A JAIL MEDICAL CARE FEASIBILITY STUDY
FOR THE NORTH STATE REGION OF CALIFORNIA

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is dated March 24, 2026 and made between the **GOLDEN STATE FINANCE AUTHORITY** ("GSFA") and the **COUNTY OF TEHAMA** ("County"). This MOU is made in reference to the following facts:

RECITALS:

(a) GSFA is a joint powers authority organized and existing under Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code, exercising powers common to its forty member counties and all additional powers given to a joint powers entity under any of the laws of the State of California.

(b) Under the Joint Exercise of Powers Act (Gov. Code, §§ 6500 et seq.), GSFA and County (collectively, the "Parties") are authorized to enter into an agreement to jointly exercise any power common to both entities.

(c) GSFA, in consultation and coordination with County, issued a Request for Proposals for a Jail Medical Care Feasibility Study (RFP # 2025-GSFA-001, issued October 13, 2025) (the "RFP"), attached hereto as **Attachment A**.

(d) GSFA received a response to the RFP (the "Proposal"), attached hereto as **Attachment B**, under which third-party consultant NCCHC Resources Inc. ("Consultant") will provide services to a group of counties in a designated region, as described in the RFP, (the "Designated Region"), including County, to conduct a feasibility study that evaluates alternative models for jail medical care delivery.

(e) The Designated Region that County is a part of also includes the Counties of Del Norte, Humboldt, Lassen, Modoc, Siskiyou, and Trinity.

(f) County desires for GSFA to contract with Consultant to provide the services described above to County.

(g) Following execution of this MOU and agreements with the other counties in the Designated Region, GSFA will contract with Consultant and will facilitate the execution of the services in the Designated Region.

(h) County will pay GSFA for a defined share of Consultant's services and GSFA will remit those payments to Consultant.

THEREFORE, THE PARTIES SHALL JOINTLY EXERCISE THEIR COMMON POWER AS FOLLOWS:

1. Recitals Incorporated. The above recitals are true and correct, and are hereby incorporated into this MOU.

2. Authority. This MOU is authorized by Government Code sections 6500 et seq. and Section 6 of that certain *Amended and Restated Joint Exercise of Powers Agreement* dated November 1, 2019.

3. Responsibilities of GSFA. GSFA shall do all of the following:

   a. Upon execution of this MOU and agreements with all of the other counties in the Designated Region, GSFA shall engage Consultant to provide the services described in the RFP and Proposal.

   b. GSFA shall facilitate Consultant's timely execution of those services by acting as an intermediary between County, other counties in the Designated Region, and Consultant; convening coordination meetings between county staff and the Consultant; and mediating any disputes between the Consultant and the counties in the Designated Region, or among those counties.

   c. GSFA shall act as a pass through between County and Consultant for all amounts due to Consultant consistent with the terms of the RFP, Proposal, and any subsequent agreement GSFA shall enter into with Consultant. Upon receipt of an invoice from Consultant, GSFA shall bill County for its proportionate share of those costs, as described in Section 5. GSFA shall then remit those payments it receives from County to Consultant.

   d. Except as provided in Section 5, GSFA shall bear all costs of administering this MOU and its agreement with Consultant, and County shall have no responsibility for those costs.

4. Responsibilities of County. County shall do all of the following:

   a. County shall promptly pay to GSFA all undisputed payments billed to GSFA by Consultant, as described in Section 5.

   b. County shall reasonably cooperate with Consultant and GSFA as Consultant provides the services described in the RFP and Proposal. This includes without limitation cooperating with Consultant to gather any information and documentation necessary to support Consultant's work.

5. Fiscal Provisions.

   a. County and the other counties within the Designated Region have agreed to a cost allocation to pay for a fixed share of Consultant's services ("Cost Allocation"), attached hereto as **Attachment C**.

   b. GSFA shall bill County a proportionate amount of the costs of services. Specifically, County's share of each bill shall be the percentage of the total costs for the Designated Region allocated to County in the Cost Allocation, divided by the total amount of all participating counties in the Designated Region.

   c. As shown in the Cost Allocation, County's maximum not-to-exceed amount for the services described herein, absent subsequent written amendment of this MOU, is $75,487.91.

d. Consultant will bill GSFA for all services it performs pursuant to the RFP and Proposal. Consultant will not bill County for these services.

e. Upon receiving an invoice from Consultant for those services, GSFA shall bill County for those amounts due within 30 days of receipt of any such invoice.

f. County shall pay GSFA all amounts so billed within 30 days of receipt of an invoice from GSFA. Payments shall be made to "Golden State Finance Authority."

g. GSFA shall bear all costs incurred for work performed by officers, employees, or other staff of GSFA and its affiliates (including Rural County Representatives of California) related to the subject matter of this MOU.

h. County shall bear all costs incurred for work performed by County officers, employees, or other staff related to the subject matter of this MOU.

6. Term. This MOU shall become effective as of the date signed by both parties and shall remain in effect until the completion of the services described in the RFP and Proposal and shall remain in effect unless terminated pursuant to Section 7.

7. Termination. County acknowledges that GSFA will contract with Consultant in reliance on County executing this MOU, and that the services Consultant will perform for County shall also benefit other counties in the Designated Region. Therefore, neither County nor GSFA may unilaterally terminate this MOU for any reason.

   a. Termination for Cause by County. Should County identify cause for termination, including but not limited to nonperformance by Consultant or a clear likelihood that Consultant will be able to perform without increasing its fees beyond the amounts stated in the Cost Allocation, County shall notify GSFA in writing of its desire to terminate. GSFA, in coordination with the other counties in the Designated Region, shall then at its sole discretion determine whether cause for termination exists. If GSFA determines that causes for termination exists, it shall first attempt to address the causes for termination with Consultant, and if it is unable to do so terminate this MOU.

   b. Termination for Cause by GSFA. Should GSFA identify cause to terminate its agreement with Consultant or cause to terminate this MOU, it shall promptly notify County of its intent to terminate this MOU. GSFA shall coordinate with the other counties in the Designated Region prior to taking any action to terminate its agreement with Consultant or this MOU. GSFA shall retain sole discretion for determining whether cause exists for termination of its agreement with Consultant or this MOU.

   c. Effect of Termination with Another County. Should GSFA terminate its agreement with any other county in the Designated Region, GSFA shall promptly notify County and then coordinate with Consultant and County to identify a means of modifying its agreement with Consultant such that services may continue. GSFA shall then provide County the opportunity to modify or terminate this MOU due to any change in project scope or cost.

d. In the event of cancellation of this MOU for any reason, GSFA shall promptly bill County for all outstanding amounts due, and County shall promptly pay those amounts. No additional costs shall accrue following termination of GSFA's agreement with Consultant.

8. Compliance with Law. GSFA and County shall perform all functions related to the services or activities described herein in accordance with all applicable federal, state, and local laws, ordinances, regulations.

9. Independent Contractor. GSFA shall, during the entire term of this MOU, be construed to be an independent contractor and nothing in this MOU 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 GSFA performs the services which are the subject matter of this MOU. GSFA and affiliate staff performing services under this MOU not be deemed employees of County for any purpose.

10. Mutual Indemnification. In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties hereto pursuant to Government Code section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead the parties agree, pursuant to Government Code section 895.4, as follows:

a. GSFA shall hold harmless, defend, and indemnify County, its agents, officers, and employees, against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees, expert fees, litigation costs, and investigation costs), damages, judgments or decrees by reason of any person's or persons' bodily injury, including death, or property (including property of County) being damaged by the negligent acts, willful acts, or errors or omissions of GSFA, or any person employed by or under GSFA in any capacity, during the provision of services provided for herein, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County.

b. County shall hold harmless, defend, and indemnify GSFA, its agents, officers, and employees, against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees, expert fees, litigation costs, and investigation costs), damages, judgments or decrees by reason of any person's or persons' bodily injury, including death, or property (including property of GSFA) being damaged by the negligent acts, willful acts, or errors or omissions of County, or any person employed by or under County in any capacity, during the provision of services provided for herein, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of GSFA.

12. Insurance. GSFA and County shall each secure and maintain in full force and effect during the full term of this agreement commercial general liability insurance or participation in a self-insurance program with limits of liability of not less than $1 million combined single limit bodily injury and property damage. Policies shall be written by carriers reasonably satisfactory to each party. On request, a

certificate evidencing the insurance requirements of this paragraph shall be provided.

12. No Third Party Beneficiary. Except as stated in Paragraph 7 (Termination), nothing in this MOU shall be construed to create any rights of any kind or nature in any other party not a named party to this MOU.

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

14. Entire Agreement/Amendments. This MOU supersedes all previous agreements or understandings, and constitutes the entire understanding between the parties with respect to the above referenced services, terms of compensation, and otherwise. This MOU shall not be amended, except in a writing that is executed by authorized representatives of both parties.

15. Governing 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 Sacramento County, California.

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

GSFA: Golden State Finance Authority
Attn: Executive Director
1215 K Street, Suite 1650
Sacramento, CA 95814

County: Tehama County Administrative Office
727 Oak Street
Red Bluff, CA 96080

IN WITNESS WHEREOF, GSFA and County have executed this Memorandum of Understanding on the day and year set forth below.

Date: _____ **GOLDEN STATE FINANCE AUTHORITY**

By: _____
Executive Director

Date: _____ **TEHAMA COUNTY**

By _____
Chair, Board of Supervisors

APPROVED AS TO FORM:

_____	_____
County Counsel	**GSFA General Counsel**

Request for Proposals (RFP)

Jail Medical Care Feasibility Study
RFP # 2025-GSFA-001

Release Date: October 13, 2025

Issued By:
Golden State Finance Authority (GSFA)
1215 K Street, Suite 1650
Sacramento, CA 95814

Responses due: December 12, 2025 @ 5:00pm Pacific Time

Dear Applicant,

The Golden State Finance Authority (GSFA) invites you to submit a proposal to conduct a feasibility study on long-term alternatives for jail medical care across one or more of five identified regions within California. This Request for Proposals (RFP) outlines the requirements for your proposal.

This RFP is part of a competitive process to identify a qualified consultant or team of consultants with expertise in correctional healthcare systems, regional service delivery, and cost-benefit analysis. The selected consultant(s) will evaluate the feasibility of different medical care delivery models across multiple counties and prepare regional reports to inform future local decision-making.

This public process is designed to provide transparency and accountability for participating counties. Following the close of the bidding period, submitted proposals will be reviewed and evaluated according to the criteria outlined in this RFP. Please review the confidentiality provisions carefully and direct any questions to GSFA in advance of submitting any documentation you consider proprietary or confidential.

SUBMISSION DEADLINE:

Interested parties must submit a Notice of Intent to Respond in order to participate in this RFP process. Final proposals must be received by 5:00 P.M. Pacific Time on December 12, 2025. Late submissions will not be considered.

Please direct all questions via email to Jason Hansen (jhansen@rcrcnet.org) and Eric Will (ewill@rcrcnet.org). Answers to all questions will be shared with interested parties by the method and in accordance with the schedule outlined in the RFP.

We look forward to receiving your proposal and working together to explore innovative and sustainable solutions for regional jail medical care in California.

Sincerely,
Patrick Blacklock
Executive Director
Golden State Finance Authority

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1. Background Information

1.1 The Entity

The Golden State Finance Authority (GSFA) is a duly constituted joint powers authority and public agency established in 1993 under Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the California Government Code. GSFA operates governmental programs and projects to promote public safety and economic development, among public purposes.

GSFA's membership is composed of 40 California counties. Each member county appoints one elected Supervisor from its Board of Supervisors to serve on the GSFA Board of Directors, which governs the agency.

GSFA administers a range of programs focused on infrastructure, housing, energy, and public services. As part of its commitment to strengthening service delivery and regional collaboration, GSFA is administering this RFP on behalf of participating counties to evaluate long-term alternatives for the delivery of jail medical care.

In this role, GSFA will serve as the contracting entity, facilitate the evaluation and selection process, and act as the fiscal intermediary for compensating the selected consultant using funds contributed by participating counties.

1.2 The Project

Counties throughout California are increasingly challenged by the rising cost and complexity of providing legally required medical care to individuals in county jails. Many counties are experiencing staffing shortages, rising contract costs, uneven access to behavioral health and specialty services, and difficulty maintaining compliance with state and national care standards. These issues are particularly pronounced in rural and medium-sized counties, where scale, geography, and resource limitations create barriers to service delivery.

In response to these concerns, GSFA has convened five regional task forces composed of County Executive and Administrative Officers (CEOs and CAOs) to explore long-term alternatives for delivering jail medical care. Each task force represents a distinct geographic region of California (See Exhibit A: Map) and includes counties that have expressed interest in exploring regional collaboration as a strategy for improving service delivery, quality of care, and cost-efficiency.

This RFP is being issued to procure a qualified consultant, or team of consultants, to conduct a feasibility study that evaluates alternative models for jail medical care delivery.

The selected consultant(s) will conduct a comprehensive analysis within each of the five regions, including a needs assessment, model evaluation, and cost-benefit analysis. Deliverables will include five distinct regional feasibility reports to support each task force's efforts to make informed decisions about the future of jail medical services in their region.

The overarching goal of this initiative is to identify realistic and sustainable alternatives that improve healthcare outcomes, enhance operational efficiency, and maintain compliance with best

practices and legal mandates. By evaluating the potential for regional coordination, counties aim to leverage shared resources while maintaining local control and accountability.

County Participation and Regional Approach

This feasibility study is being conducted in partnership with counties across five defined regions of California. Each region comprises counties that have voluntarily joined a regional task force convened by GSFA. The counties participating in each task force have expressed a shared interest in exploring regional strategies to improve the delivery, cost-effectiveness, and quality of jail medical care.

The regions and their participating counties are as follows:

- **North State Region:** Del Norte, Humboldt, Lassen, Modoc, Siskiyou, Tehama, and Trinity Counties
- **Bay Area Region:** Napa, Solano, and Sonoma Counties
- **Central Coast Region:** San Luis Obispo, Santa Barbara, and Ventura Counties
- **Sacramento/Sierra Region:** Colusa, El Dorado, Glenn, Lake, Mono, Placer, Sutter, Yolo, and Yuba Counties.
- **Central Valley Region:** Fresno, Kings, Madera, and Merced Counties

While counties are grouped regionally to support collaboration and potential shared service models, each county retains full discretion over its participation in future implementation activities. The feasibility study is intended to provide each task force with data-driven insights and practical options tailored to both regional and local contexts.

Respondents to this RFP may submit proposals to serve one or more regions. GSFA encourages submissions from consultants capable of delivering a comprehensive study across all five regions, with pricing and deliverables broken down by region. While preference may be given to respondents capable of completing the full scope of work across all five regions, GSFA reserves the right to award partial proposals, including selecting one or more respondents to serve individual regions. This may include awarding only portions of a proposal or issuing multiple awards across different geographic regions if doing so better serves the needs of participating counties.

The consultant(s) selected through this process will be expected to produce a separate feasibility report for each region, with the flexibility to incorporate any additional county-specific considerations identified by individual task forces.

Current Challenges in Jail Medical Service Delivery

Counties across California are facing a growing set of challenges in delivering mandated medical care to individuals housed in county jails. These challenges vary by jurisdiction but often include common themes such as:

- Staffing shortages
- Escalating contract costs
- Limited access to behavioral health services

- Operational inefficiencies
- Difficulty maintaining compliance with state requirements and national standards
- Increased litigation and liability risks related to inadequate or delayed care
-

2. Key Information

2.1 Administrative Guidance

This RFP is intended to provide interested parties (referred to as "respondents") with sufficient information to prepare and submit a proposal that is responsive to the goals and requirements set forth by GSFA. This RFP is not intended to limit creative solutions or disqualify respondents who may propose innovative approaches to the scope of work. Respondents who believe they can fulfill the objectives of the RFP using alternative methods or models are encouraged to provide clear justification and documentation to support those proposals.

Respondents are advised of the following responsibilities:

- Review the entire contents of this RFP carefully, including all instructions, requirements, and attachments.
- Ensure that all required components of the proposal are completed and submitted by the deadline.
- Submit questions by the specified deadline if clarification is needed regarding any part of the RFP.
- Avoid including conditional statements, assumptions, or exceptions that may conflict with the intent of the RFP.
- Ensure that all information provided is accurate, complete, and appropriately documented.

This procurement process is designed to promote fairness, transparency, and the selection of a qualified consultant(s) that can deliver high-quality work on behalf of participating counties. GSFA reserves the right to modify or cancel any portion of this RFP at any time before contract execution.

2.2 Confidentiality

All submissions, including all supporting documentation, become public after contracts are awarded. GSFA reserves the right to delay release of these records to other bidders or the public until the contract award date.

GSFA is subject to the California Public Records Act (Government Code section 7920.000 et seq.) (“PRA”), which provides public access to all records in GSFA’s possession – including submissions for this RFP. Everything submitted to GSFA is presumptively a public record. Such disclosure may be made regardless of whether the proposal (or portions thereof) is marked “confidential,” "trade secret," “proprietary,” or otherwise, and regardless of any statement in the proposal (a) purporting to limit the GSFA’s right to disclose information in the proposal, or (b) requiring GSFA to inform or obtain the consent of the Proposer prior to the disclosure of the proposal (or portions thereof).

Exceptions to disclosure are those parts or portions of a proposal that are justifiably defined as business or trade secrets, as determined by GSFA its sole discretion, and are plainly marked by the Proposer as “confidential,” "trade secret," or “proprietary.”

GSFA will not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law, as determined by GSFA in its sole discretion. A blanket statement of confidentiality or the marking of each page of the proposal as confidential will not be deemed sufficient notice of exception. The Proposers must specifically label only those provisions of their respective proposal which are “confidential,” "trade secret," or “proprietary” in nature.

In the event GSFA is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked “confidential,” "trade secret," or “proprietary,” Proposer agrees to defend and indemnify GSFA from all costs and expenses, including reasonable attorneys' fees, incurred in connection with any action, proceedings, or liability arising in connection with the Public Records Act request.

2.3 Proposal Preparation Costs

GSFA is not liable for any cost incurred by the respondent associated with the preparation of their proposal nor the negotiation of a contract for services prior to the issuing of the contract.

2.4 Proposal Terms

By submitting a proposal in response to this RFP, the respondent agrees to the terms and conditions set forth in this document. Respondents are responsible for understanding all requirements, obligations, and expectations outlined in the RFP, as well as any subsequent addenda issued prior to the final submission deadline.

Submission of a Notice of Intent to Respond is required. Any proposals submitted without such notice may be subject to disqualification or may not be reviewed. It is the responsibility of the respondent to ensure that all required materials, including supplemental documentation, are submitted to GSFA by the final deadline specified in this RFP. Conditional responses may be rejected.

Participation in this RFP process does not create an obligation on the part of GSFA to award a contract. GSFA reserves the right to reject any or all proposals, and to request clarification or additional information from respondents at any point during the review process. GSFA also reserves the right to modify the scope of work, timeline, or evaluation process if it is determined to be in the best interest of the participating counties.

All terms and conditions set forth in this RFP, and any attachments or exhibits, will be incorporated into the final agreement with the selected consultant unless otherwise modified by mutual written agreement. In submitting a bid, Respondent agrees to enter into an agreement on a form prepared by GSFA consistent with the provisions of this RFP.

3. Administrative Requirements

3.1 Legal Requirements and Attestations

Respondents must include the following documentation and attestations as part of their submission:

- **Proof of Legal Entity**: Provide documentation verifying that the respondent is legally authorized to do business in the State of California.
- **Insurance Requirements**: Confirm that the respondent holds, or will obtain prior to contract execution, insurance at the coverage levels described in 3.2, below.
- **Non-Discrimination Assurance**: Certify that the respondent does not discriminate on the basis of race, color, religion, national origin, sex, gender identity, sexual orientation, age, disability, or other legally protected class in employment practices or service delivery.
- **Litigation Disclosure**: Disclose any current or recent litigation or legal claims filed against the respondent or key personnel within the past three years that could affect the organization's capacity to perform the scope of work.
- **Regulatory Compliance**: Attest that the respondent will comply with all applicable federal, state, and local laws and regulations throughout the duration of the contract, including the Public Records Act.
- **Subpoena and Legal Cooperation Clause**: Acknowledge that any materials submitted or communications with GSFA may be subject to subpoena or public records requests, and agree to cooperate fully in any resulting legal or compliance matters.

These requirements are intended to ensure that the selected consultant(s) possess the legal and operational capacity to fulfill the obligations of the contract in a public sector environment.

3.2 Insurance Requirements

A Respondent awarded a contract pursuant to this RFP must take out and maintain during the life of said agreement the following policies of insurance:

1. Commercial General Liability (CGL): Coverage on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits not less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Coverage for any auto, or if Contractor has no owned autos, covering hired and non-owned autos, with limits not less than $1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor's profession, with limit no less than $1,000,000 per occurrence or claim and $2,000,000 aggregate.

4. Submission

4.1 Notice of Intent to Respond

A notice of intent to submit a proposal, including the name and contact information for a primary contact, must be provided via email to **both** Eric Will (ewill@rcrcnet.org) **and** Jason Hansen (jhansen@rcrcnet.org) by **5:00 P.M. Pacific Time on October 27, 2025**. Any proposals submitted without the respondent providing this notice by the due date may not be considered.

4.2 Questions

Any questions pertaining to the RFP must be submitted via email and can be submitted at any point up to the question deadline: **5:00 P.M. Pacific Time on November 12, 2025**. GSFA shall provide a summary of all questions and GSFA's response to all respondents who have submitted an Intent to Respond after the period for questions has passed. Responses to questions will be issued as an addendum to this RFP and will be a binding component of this RFP.

Respondents requiring clarification on the intent, terms and conditions, content of this RFP, or on procedural matters regarding the competitive bid process may request clarification by submitting questions in writing to GSFA. Respondents must submit all questions via email to **both** Eric Will (ewill@rcrcnet.org) **and** Jason Hansen (jhansen@rcrcnet.org). Only questions submitted in writing to this email address shall be binding and official.

If a respondent who desires clarification or further information on the content of the solicitation, but whose questions relate to the proprietary aspect of its proposal and disclosure exposes its proposal to other bidders, the question may be submitted using the same criteria above with the notation "CONFIDENTIAL." The respondent must explain why the question is sensitive in nature. If GSFA, in its sole discretion, concurs that the disclosure of the question or answer would expose the proprietary nature of the proposal, the question will be answered, and both the question and answer will be confidentially maintained. If GSFA does not concur with the proprietary aspect of the question, the question and answer will not be confidentially maintained, and the respondent will be notified.

4.3 Form of Submission

The preferred method of submission is email. Electronic submissions should be submitted in a searchable portable document file (PDF) format, though files may also be submitted in their native format for readability, such as Microsoft Excel files for data tables. If a respondent is unable to provide a submission via email due to technical considerations means, they may do so with GSFA's consent and by alternative means acceptable to GSFA.

It is the respondent's responsibility to ensure its proposal is submitted in a manner that enables GSFA to easily locate responses to all requirements in the Scope of Work (see Section 6), descriptions, and supporting documentation.

Final submissions must include a cover letter signed by an individual authorized to bind the respondent's organization contractually. The signature block must indicate the title or position that the individual holds in the organization. An unsigned final proposal may be rejected. Signatures may be scanned copies of wet signatures or digital signatures made consistent with Government Code section 16.5, as interpreted by Chapter 10 of Division 7 of Title 2 of the

California Code of Regulations. Digital signatures created in Adobe software are presumed to comply with this requirement.

A respondent is responsible for ensuring all submission material is submitted by the deadline, whether submitted via email or as hard copy. Please submit applications via email to **both Jason Hansen (jhansen@rcrcnet.org) and Eric Will (ewill@rcrcnet.org)**. For hard copy submissions that have received GSFA's consent, please mail to the following address:

1215 K Street, Suite 1650
Sacramento, CA 95814

4.4 Withdrawal and Resubmission

A respondent may withdraw its final submission at any time prior to the submission deadline, by submitting a written notification of withdrawal via email signed by an authorized representative of the respondent. The respondent may thereafter submit a new or modified proposal prior to the respective submission deadline. Modification offered in any other manner, oral or written, will not be considered. Other than as allowed by law, final proposals cannot be changed or withdrawn after the submission deadline date and time.

4.5 Irrevocable Offer

A respondent's final submission is an irrevocable offer for 60 days from the scheduled contract award date. A respondent may extend the offer in the event of a delay of contract award. Offer extensions must be confirmed in writing via email sent to GSFA signed by an authorized representative of the respondent.

4.6 Additional Information Requests

Prior to the award of contract(s), GSFA must be assured that a selected respondent has the resources to successfully perform under the contract. This includes, but is not limited to, personnel in number and requisite skill; equipment of appropriate type and quantity; financial resources sufficient to complete performance under the contract; and experience in similar endeavors. If, during the evaluation process, GSFA is unable to assure itself of the respondent's ability to perform under the contract if awarded, GSFA has the option of requesting from the respondent any information that GSFA deems necessary to determine the respondent's responsibility. If such information is required, the respondent will be so notified and will be permitted five (5) business days to submit the information requested in writing.

4.7 Contract Award

Contracts are anticipated to be awarded on **January 26, 2026**, but this date is subject to change at GSFA's sole discretion. Should GSFA award the contract at a date following the Bid Irrevocability Period and the selected Proposer opts not to accept the award at that time, GSFA may award the contract to another Proposer, or reject all remaining proposals and reissue the RFP, in its sole discretion.

4.8 RFP Schedule

This RFP follows a 60-day proposal window. Final submissions to this RFP must be submitted via email by 5:00 P.M. Pacific Time on **December 12, 2025**.

RFP Process	Date
RFP issued	October 13, 2025
Deadline to provide notice of intent to respond	October 27, 2025
Deadline for question submissions	November 12, 2025
Deadline for final submissions	December 12, 2025
Anticipated contract award	January 26, 2026
Offer irrevocability period ends	March 27, 2026

5. Evaluation

This section presents the evaluation process and scoring procedures GSFA will follow to evaluate proposals submitted in response to this solicitation. The evaluation process is designed to allow GSFA to determine whether each respondent is responsive and responsible, and which proposal best meets the needs of participating counties and provides the best value overall. A responsive proposal is one that best meets all the requirements set forth in this solicitation.

5.1 Point Distribution Matrix

All proposals will be assigned points according to the following matrix. The matrix identifies each evaluation component, the scoring methodology, and the maximum points available for scored components. Each evaluation component relates to a requirement from this RFP, as noted.

Evaluation Component	Maximum Score
Legal Requirements and Attestations (3.1)	Pass/Fail
Notice of Intent to Respond Submitted (4.1)	Pass/Fail
Submission Validation (4.3)	Pass/Fail
Administrative Information (6.1)	10 Points
Regional Needs Assessment (6.2)	10 Points
Model Evaluation and Comparative Analysis (6.3)	15 Points
Performance and Compliance Criteria Review (6.4)	10 Points
Comparative Cost Summary and Fiscal Considerations (6.5)	10 Points
Implementation Roadmap and Risk Considerations (6.6)	5 Points
Regional Reporting and Presentation Requirements (6.7)	5 Points
Consultant Qualifications and Staffing Plan (6.8)	10 Points
Proposal Narrative Format and Completeness (Section 7)	5 Points
Regional Coverage Incentive (proposal covers multiple regions)	10 Points
Proposal Cost and Fiscal Reasonableness	10 Points
Total Maximum Score	**100 Points**

5.2 Scoring

GSFA will review each proposal in detail to determine its compliance with the solicitation requirements. GSFA reserves the right to use multiple means to validate and determine the respondent's response to a requirement. This may be through details in its description and/or supporting documentation provided or material that is publicly available, that may either support or contradict the respondent's claim of intended compliance.

5.3 Minimum Point Threshold

A respondent must pass all pass/fail components and score at least 50 points to be awarded a contract. Failure to meet this requirement will disqualify the requester.

5.4 Award Determination

GSFA may award one or more contracts based on the proposals received and the regions proposed to be served. While preference may be given to respondents capable of completing the full scope of work across all five regions, GSFA reserves the right to award partial proposals, including selecting one or more respondents to serve individual regions. This may include awarding only portions of a proposal or issuing multiple awards across different geographic regions if doing so better serves the needs of participating counties.

Contracts will be awarded in descending order of total score, as determined by GSFA, in its sole discretion, through the evaluation process described in Section 6. Proposals must meet all pass/fail criteria and achieve a minimum threshold score to be considered for award.

Respondents should also acknowledge that GSFA may conduct a post-scoring, pre-award negotiation phase with one or more top-ranked proposers. This phase may be utilized to clarify cost proposals, adjust deliverables, or align contractual terms to ensure the final award best meets the needs of participating counties and provides the best value overall.

The final award(s) will also be subject to review and input from participating counties, and may take into account considerations such as regional alignment, cost-effectiveness, consultant availability, and demonstrated understanding of county-specific priorities.

GSFA reserves the right to make no award, to negotiate with one or more respondents, or to reissue the RFP if it determines that doing so is in the best interest of the project or participating counties.

5.5 Rights Conferred

An award under this RFP does not confer any exclusive right to future contracts, project implementation, or continuation beyond the scope of work defined herein. The contract resulting from this RFP shall not establish any claim, interest, or entitlement to future work with GSFA, participating counties, or their affiliates.

GSFA reserves the right to issue additional solicitations, engage other consultants, or modify the project approach at its discretion. Similarly, participating counties retain full authority to pursue separate or alternative strategies based on the findings of the feasibility study.

5.6 Protests

GSFA's Executive Director will make the final decision regarding selection of one or more Proposers and award of contract(s). This determination is final and conclusive. This procurement process does not include any provision to protest either the process or resulting contract award(s). **The venue for any action or proceeding relating to this procurement process will be Sacramento, California.**

All submissions must address each of these requirements and include all requested information. Narrative descriptions must be clear and apply directly to the solicitation requirements. Any documentation necessary to support narrative descriptions must be included in the submission. Any conflicting information may result in the proposal being deemed non-responsive and may result in the Bidder being disqualified.

6. Scope of Work

All submissions must address each of these requirements and include all requested information. Narrative descriptions must be clear and apply directly to the solicitation requirements. Any documentation necessary to support narrative descriptions must be included in the submission. Any conflicting information may result in the proposal being deemed non-responsive and may result in the Bidder being disqualified.

GSFA may reject any or all proposals and may waive any immaterial deviation or defect in a proposal. GSFA's waiver of any immaterial deviation or defect shall in no way modify the solicitation documents or excuse the respondent from full compliance with the solicitation specifications if awarded the contract.

The awarded consultant(s) must complete all work within 12 to 24 months of contract execution, with the exact duration determined by the number of regions covered in the scope of work, unless an extension is approved in writing by GSFA.

6.1 Administrative Information

Respondents must include the following administrative details in their proposal:

- **Primary Contact Information**: Provide the name, title, organization, phone number, and email address for the individual authorized to act on behalf of the respondent.
- **Proposed Project Team**: List all key personnel who will be assigned to the project, including roles and responsibilities. Resumes or bios must be included in an appendix.
- **References**: Provide a minimum of three (3) professional references from prior clients, preferably public sector or corrections-related engagements, who can speak to the respondent's qualifications, performance, and integrity.
- **Regional Coverage**: Indicate the region(s) the respondent is proposing to serve. Respondents may submit a single proposal covering one or more regions, but must provide distinct cost estimates and work plans for each.
- **Project Management Approach**: Include a brief description of how the respondent will manage communications, timeline tracking, and quality control.

Respondents should also acknowledge their understanding that GSFA will serve as the contract administrator and fiscal agent, but that project funding will be provided by participating counties. All work and deliverables must be completed in coordination with GSFA and designated points of contact within each regional task force.

6.2 Regional Needs Assessment

The selected consultant will be responsible for conducting a comprehensive needs assessment within each of the covered regions. This task will involve gathering and synthesizing information from participating counties to understand the current landscape of jail medical care delivery, including the structure, scope and performance of existing arrangements.

At a minimum, the needs assessment must include the following elements:

- **Inventory of Existing Service Models**: Identify and describe the current medical care delivery approach used in each participating county.
- **Contractual and Operational Overview**: Collect and summarize available data on existing contracts (where applicable), including service providers, contract scope, staffing levels, performance metrics, costs, and renewal timelines. Consultants are expected to engage with county staff to obtain this information, subject to confidentiality limitations.
- **Identification of Shared Challenges and Gaps**: Document common operational or systemic challenges faced by counties in the region, including but not limited to workforce shortages, limited behavioral health coverage, inconsistent service levels, or difficulties with care coordination and compliance.
- **Stakeholder Engagement Summary**: Summarize findings from interviews or meetings with county representatives, jail administrators, health services staff, and other key stakeholders. The consultant is expected to work collaboratively with each regional task force to schedule and conduct these engagements.

The needs assessment must be tailored to each region and reflect both individual county conditions and collective trends. The findings will form the basis for the subsequent comparative model evaluation and recommendations.

6.3 Model Evaluation and Comparative Analysis

Based on the findings of the regional needs assessment, the consultant will evaluate the feasibility, strengths, and limitations of multiple models for jail medical care delivery. At a minimum, this evaluation must include the following three core models:

1. **County-Operated (In-House) Model**
2. **Contracted Medical Services Model**
3. **Regional Joint Powers Authority (JPA) or Shared Contract Administration Model**
    - Under a JPA, service delivery could include the direct provision of medical services by the JPA entity itself, or a shared administrative structure focused on regional contract procurement, vendor oversight, and performance monitoring.

Respondents are encouraged to evaluate additional models or hybrid approaches, particularly if informed by regional conditions, stakeholder feedback, or innovations in correctional healthcare delivery.

The consultant must assess each model across a consistent set of criteria, tailored to the needs of each region. At a minimum, the evaluation should include the following elements:

- **Operational Feasibility**: Evaluate whether each model can be implemented in the context of the region's current capacity, staffing, administrative infrastructure, and geographic characteristics.

- **Staffing and Workforce Considerations**: Assess the viability of recruiting, retaining, and managing appropriate clinical and administrative personnel under each model, including the potential for shared or pooled staffing in regional approaches.
- **Legal and Governance Frameworks**: Identify the legal authorities, liabilities, and governance structures associated with each model. For the JPA or shared services model, describe the required legal steps and institutional agreements needed for implementation.
- **Administrative Complexity and Oversight Requirements**: Compare the level of administrative effort, oversight, and inter-agency coordination required for each model. Highlight where resource or capacity gaps may exist.
- **Scalability and Flexibility**: Evaluate how adaptable each model would be to changes in jail population, medical needs, or funding availability.
- **Alignment with County Preferences**: To the extent possible, reflect the perspectives of participating counties regarding their interest in or concerns about each model, based on stakeholder input collected during the engagement process.

The consultant will be expected to provide a side-by-side comparative analysis of the selected models, supported by qualitative findings and, where appropriate, quantitative indicators. This comparative framework will serve as the foundation for the cost-benefit analysis and implementation planning to follow.

6.4 Performance and Compliance Criteria Review

The consultant will assess the ability of each proposed service delivery model to meet established standards of care and comply with relevant regulatory requirements. This includes evaluating how each model supports the delivery of safe, high-quality, and legally compliant jail medical services.

At a minimum, the consultant must review each model's potential to satisfy the following performance and compliance criteria:

- **Standards of Care Compliance**: Assess each model's potential to support the development and maintenance of a jail medical care system that meets accreditation standards established by nationally recognized entities, such as the National Commission on Correctional Health Care (NCCHC). Evaluation should also include compliance with applicable California regulations governing medical and behavioral health services in county detention settings. Applicable standards will vary based on local policies and/or federal consent decrees. Consultants must work with each participating county to ascertain local standards, and every proposed model must demonstrate how it will meet these requirements.
- **Staffing Ratios and Coverage**: Assess each model's capacity to meet minimum staffing expectations based on average daily jail population and patient acuity. This includes primary care, behavioral health, dental, and nursing coverage, as well as provisions for 24/7 on-call or in-facility care.
- **Range of Required Services**
  Determine whether each model can deliver or coordinate access to a full continuum of care, including at a minimum but not limited to:
  - Primary and urgent medical care
  - Behavioral health services (including 24/7 response where applicable)

  - Dental services
  - Medication management
  - Telehealth capabilities
  - Specialty referrals and off-site transport coordination
  - Medication Assisted Treatment
- **Continuity and Quality Assurance**: Examine the systems and policies within each model for medical recordkeeping, care continuity (including during intake and release), patient complaint resolution, and ongoing quality assurance. Assess how oversight responsibilities would be structured, particularly in shared or regional models.
- **Risk Mitigation and Liability Management**: Review how each model mitigates risks related to inadequate care, delayed treatment, staffing failures, and non-compliance with court mandates or legal settlements. This includes consideration of potential exposure to litigation and the capacity for effective monitoring and intervention.

This review should be completed for each region independently, informed by the findings of the needs assessment and with attention to the practical realities of implementation. Where possible, the consultant should provide examples or benchmarks from comparable counties or jurisdictions.

6.5 Comparative Cost Summary and Fiscal Considerations

The consultant will develop a high-level comparative summary of the estimated costs and fiscal implications of each service delivery model evaluated. This summary should consolidate relevant financial insights from the needs assessment, model analysis, and performance review to support county decision-making.

At a minimum, the summary must include:

- **Estimated Cost Ranges by Model**: Provide cost estimates for implementation and ongoing operations, including where applicable, startup costs, staffing expenses, administrative overhead, and infrastructure needs. Estimates should be provided for each region individually.
- **Potential Cost Efficiencies or Shared Savings**: Highlight areas where regional or shared service models may yield cost savings through economies of scale, shared staffing, or streamlined administration.
- **Cost-Sharing Considerations**: Outline possible frameworks for apportioning costs among participating counties, including equal-share or population-based models. Identify any region-specific constraints or opportunities.
- **Funding and Sustainability Notes**: Identify potential funding mechanisms that could support implementation.

6.6 Implementation Roadmap and Risk Considerations

The consultant will develop an implementation roadmap for the recommended service delivery model(s) in each region, offering a practical pathway for counties to move from current conditions to the selected future state. This roadmap should account for the varying levels of readiness among participating counties and reflect the administrative, operational, and legal steps required to transition to a new model.

Each roadmap should include a proposed timeline that outlines major milestones, including planning, procurement, contract development, staffing and onboarding, service startup, and evaluation checkpoints. The timeline should clearly distinguish between tasks that are region-wide and those that must be completed by individual counties.

In addition to sequencing, the roadmap must highlight key risks that could delay or compromise implementation. These may include regulatory delays, labor shortages, inter-county coordination challenges, liability concerns, or resistance to operational change. For each identified risk, the consultant should recommend mitigation strategies that counties may adopt during planning and early execution phases.

This section is intended to translate analysis into action. By providing a practical, region-specific guide to implementation, the consultant will help ensure that recommendations can be realistically pursued and sustained over time. The implementation roadmap and any associated recommendations are advisory only. Deliverables intend to inform future policy officials by county officials.

6.7 Regional Reporting and Presentation Requirements

The consultant will be required to deliver a final report for each participating region, summarizing all findings, analyses, and recommendations as outlined in this Scope of Work. Each report must be tailored to the specific conditions, needs, and stakeholder input of the region and must be formatted to support use by county administrative officers, boards of supervisors, and other relevant local decision-makers.

In addition to the written deliverables, the consultant will be expected to present the findings of each regional study to the respective task force in a formal meeting setting. Presentations should highlight key takeaways from the needs assessment, comparative model analysis, cost and compliance findings, and implementation roadmap. The consultant must be prepared to respond to clarifying questions and discuss options or considerations that may not be captured fully in the written report.

To support regional alignment and transparency, each report should also include an executive summary, visual aids such as comparison tables or graphics, and appendices for any technical or background materials. The consultant should work with GSFA and county liaisons to ensure that each region has the opportunity to request refinements, offer feedback, or flag any region-specific issues for clarification prior to final submission. Final regional reports, presentations, and supporting materials will present findings and recommendations for consideration by County Administrative/Executive Officers and Boards of Supervisors. Recommendations are non-binding and are intended to support informed decision-making.

6.8 Consultant Qualifications and Staffing Plan

Respondents must demonstrate that they possess the expertise, organizational capacity, and professional experience necessary to complete the scope of work across multiple counties and regions. Proposals must include a staffing plan that identifies the personnel who will be assigned to the project and describes their roles, qualifications, and availability.

At a minimum, the consultant team must include personnel with expertise in correctional health care systems, public sector procurement and contracting, and regional service delivery models. Experience working with California counties, particularly in the areas of jail operations, medical care, behavioral health, or intergovernmental collaboration, is strongly preferred.

The staffing plan must identify the lead project manager and any subject matter experts or support staff who will be regularly engaged in the work. For each individual, include a brief summary of qualifications and describe their specific role in executing the scope of work. Resumes or professional bios should be provided in an appendix.

Respondents must also confirm their availability to support the project over the anticipated duration, including participation in regional meetings, stakeholder engagements, and presentation of findings. If subcontractors or partner firms will be used, clearly indicate their roles and the nature of the relationship with the lead consultant.

Proposals will be evaluated on both the strength of the team's qualifications and the feasibility of the staffing plan in delivering timely, high-quality work across all participating regions.

7. Proposal

7.1 Proposal Narrative Format

Respondents must submit a clearly written and well-organized proposal narrative that addresses all elements outlined in this RFP. The proposal must follow the structure and content requirements specified below to facilitate consistent review and evaluation.

The narrative portion of the proposal must be organized using the following section headers and sequence:

1. **Cover Letter and Executive Summary**
   A signed letter from an authorized representative summarizing the respondent's interest, qualifications, and the regions proposed to be served.
2. **Administrative Information and Contact Details**
   Identification of the primary contact, project team members, organizational background, and legal entity status.
3. **Staffing Plan and Key Personnel**
   Description of project roles, personnel assignments, qualifications, and availability, with supporting resumes or bios included as appendices.
4. **Technical Approach to Scope of Work**
   A comprehensive narrative describing how the respondent will fulfill each component of the Scope of Work, including methods, tools, and timeline assumptions.
5. **Experience and References**
   Overview of the respondent's relevant experience, especially with public sector clients or correctional health care projects, and at least three references.
6. **Cost Proposal**
   A detailed cost breakdown for each region proposed, including direct and indirect costs, estimated hours, labor rates, and assumptions.

7. **Attachments and Supporting Materials**
   Any additional documentation relevant to the proposal, including personnel resumes, proof of insurance, litigation disclosures, and required attestations. See section 7.2 for more details.

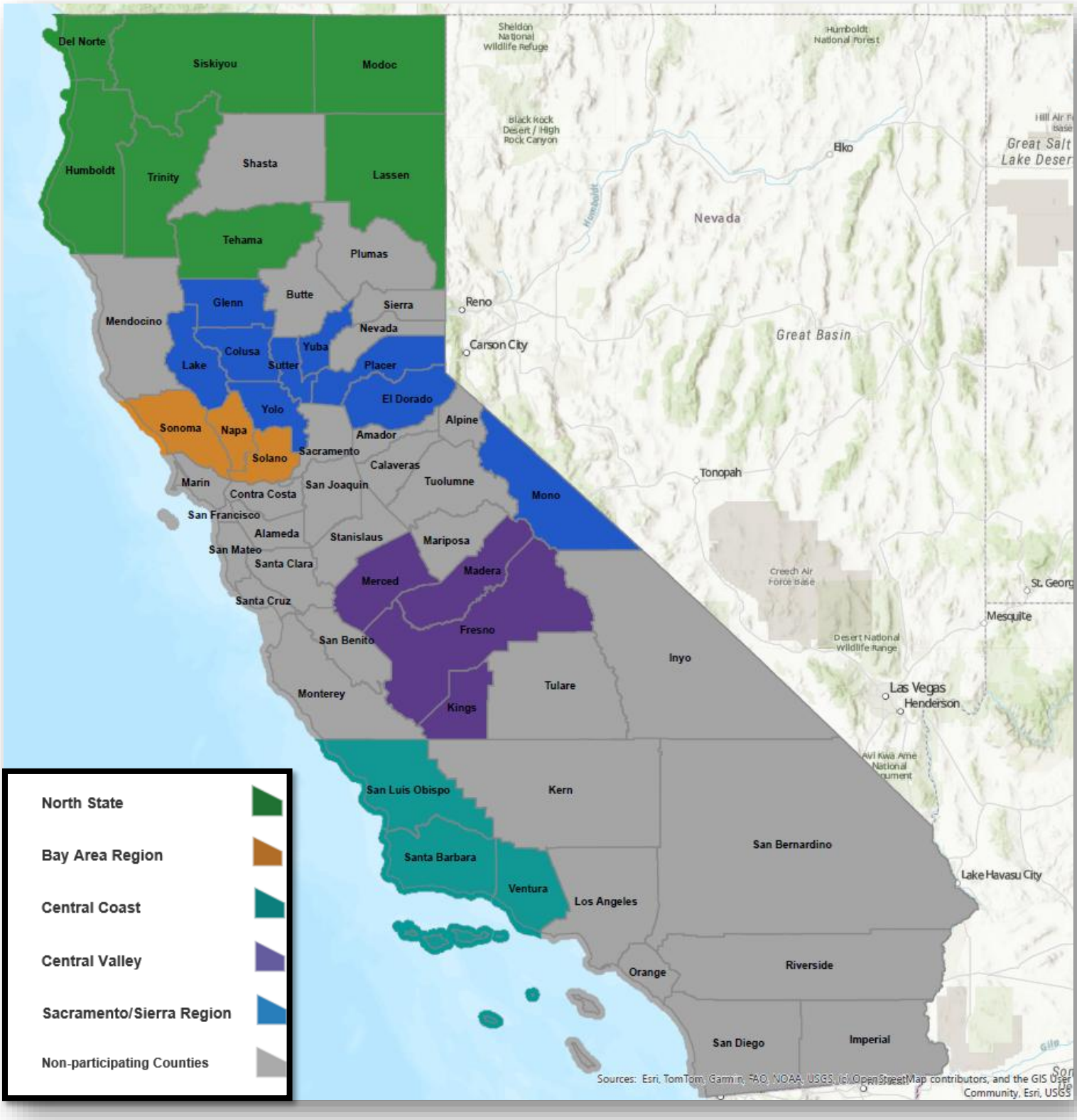
The narrative should not exceed 30 pages, excluding appendices and attachments. Proposals must be submitted in PDF format, with clearly labeled sections and consistent pagination. Font size should be no smaller than 11-point, and margins must be at least one inch on all sides. Failure to follow this required format may result in disqualification or reduced scoring during the evaluation process.

7.2 Required Attachments and Documentation

To be considered responsive, all proposals must include the following attachments and supporting documentation. These materials will be used to verify eligibility, assess capacity, and support the scoring of narrative responses:

1. **Resumes or Biographies of Key Personnel**
   Provide current resumes or professional bios for all individuals identified in the staffing plan. Each document should clearly indicate the person's role on this project and highlight relevant experience in correctional health care, regional planning, or public sector consulting, including dates engaged in relevant activities.
2. **Proof of Legal Entity and Business Status**
   Submit documentation confirming the respondent's legal status and ability to operate in California, such as articles of incorporation, business license, or a certificate of good standing.
3. **Certificate of Insurance**
   Include documentation demonstrating current insurance coverage as required by Section 3.2.
4. **Non-Discrimination Policy**
   Attach the respondent's equal employment opportunity or a signed statement affirming nondiscrimination in hiring and service delivery practices.
5. **Litigation Disclosure**
   Provide a summary of any ongoing or recent litigation involving the respondent or key personnel that may be relevant to the project performance or contracting eligibility.
6. **Three (3) Professional References**
   Include the name, title, organization, phone number, and email address for each reference, along with a brief description of the work performed. At least one reference should be from a public sector client.
7. **Cost Proposal and Budget Detail**
   Attach a budget document outlining the total proposed cost, broken down by region (if applicable), with detailed line items for personnel, travel, indirect costs, and any subcontracted work. Each cost proposal should clearly match the narrative description of work plans.
8. **Signed Attestation of Regulatory Compliance**
   Include a signed statement attesting that the respondent will comply with all applicable local, state, and federal laws, including the California Public Records Act.

EXHIBIT A: Map of Regions and Participating Counties



Proposal

December 12, 2025

Jail Medical Feasibility Study Proposal

RFP#2025-GSFA-001

Confidential and Proprietary

SOLUTIONS FROM THE MOST TRUSTED NAME IN
CORRECTIONAL HEALTH CARE

NONDISCLOSURE AGREEMENT

STOP.

BY PROCEEDING TO THE NEXT PAGE, YOU ACKNOWLEDGE AND AGREE TO THE FOLLOWING:

This Proposal is the confidential business information of NCCHC Resources, Inc. By proceeding to the subsequent pages of this Proposal, you hereby acknowledge and agree, on behalf of yourself and your company/agency/department (collectively, "You"), that You will not (1) use for any purpose other than evaluation of this Proposal for this specific project and/or (2) disclose to any third party, any information provided in this Proposal including but not limited to fees, financial information, business strategies and plans, technical information, consultant names, any other information about NCCHC Resources, Inc. and its operations not available to the general public, and any other materials or information of a confidential or proprietary nature. If you have questions regarding this proposal and what may be released publicly if this proposal is accepted, please contact fredmeyer@ncchcresources.org.

Golden State Finance Authority
Technical Assistance Proposal

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Golden State Finance Authority
Technical Assistance Proposal

INTRODUCTION

December 12, 2025

Mr. Jason Hansen and Mr. Eric Will
Golden State Finance Authority
1215 K Street, Suite 1650
Sacramento, CA 95814

RE: Technical Assistance Proposal

Dear Mr. Hansen and Mr. Will,

We are pleased to present this proposal for technical assistance as we are confident NCCHC Resources Inc. is uniquely positioned to partner with you in this endeavor for the following reasons:

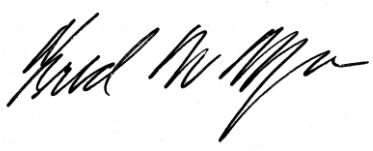
- **Our Experience:** We are the consultative and technical assistance affiliate of the National Commission on Correctional Health Care (NCCHC), the nation's leader in setting standards for correctional health services. We have strong qualifications and case references from around the country in helping our clients provide quality health care through our team's extensive advisory and operations experience in correctional health care.

- **Our People:** We are proposing an integrated team composed of a senior consultant, physician, and mental health expert, supported by fiscal and correctional administrative specialists. All have corrections and operational management experience. These NCCHC Resources consultants have worked in all facets of correctional health care and have clinical and administrative expertise.

- **Our Clients:** Our clients represent a broad spectrum of correctional health care systems, generally at the county level. We strive to have all clients as references, which requires that we work closely with them to meet their expectations.

While we believe this document is fully responsive to your request and we have worked to keep the costs as low as possible and still deliver a quality work product, we would be pleased to discuss the approach and refine it as necessary to meet your needs. Please contact us with any questions. We look forward to discussing next steps and working with you on this important initiative.

Sincerely,



Fred W. Meyer, MA, CJM, CCHP
Managing Director
fredmeyer@ncchcresources.org, 773-880-1460, ext. 288

ADMINISTRATIVE INFORMATION AND CONTACT DETAILS

NCCHC Resources, Inc., is a 501(c)(3) not-for-profit company providing technical consulting services for correctional health care systems nationwide. As jails, prisons, and juvenile detention facilities strive to deliver constitutional health care, improve quality, and reduce liability, we offer unique expertise from the world's leaders in correctional health care.

Our parent company, the National Commission on Correctional Health Care, is widely known and respected for its pioneering *Standards for Health Services*, national accreditation and certification programs, and premier correctional health care education. NCCHC Resources was created to manage the increasing demand for correctional health care technical assistance and other consulting work through the provision of high-quality consulting services.

With our roots in NCCHC – the nation's leader in setting standards for correctional health services – NCCHC Resources offers unparalleled breadth, depth, experience, perspective, and objectivity.

Services include the following:

- Health system assessments
- Performance improvement
- Contract review and monitoring
- Suicide prevention services
- Medication-assisted treatment (MAT) expertise
- RFP support and development
- Technical assistance
- Preparation for accreditation
- Preparation for certification
- Education and training

See examples of client projects in the Relevant Experience section.

Reduce Risk Through Quality and Consistency

Only NCCHC Resources can guarantee reliance on evidence-based practices, comprehensive familiarity with NCCHC medical, mental health, and opioid treatment program standards and regulations, and expertise in application of the standards.

Work with NCCHC Resources to:

- Objectively validate the areas where your program is doing well
- Identify areas for improvement and methods to ensure quality care
- Protect your organization by minimizing the occurrence of opioid addiction-related adverse events, suicides, and in-custody deaths
- Reduce risk and avoid health care-related grievances and lawsuits, potentially reducing liability premiums
- Educate and train staff, to include custody leadership and personnel
- Introduce new efficiencies and standardized practices
- Protect the health of the public, your staff, and incarcerated individuals
- Ensure that those incarcerated and released receive adequate and appropriate health care

Primary Contact Information

Mr. Fred Meyer, Managing Director

NCCHC Resources Inc.
1145 W. Diversey Pkwy
Chicago, IL 60614

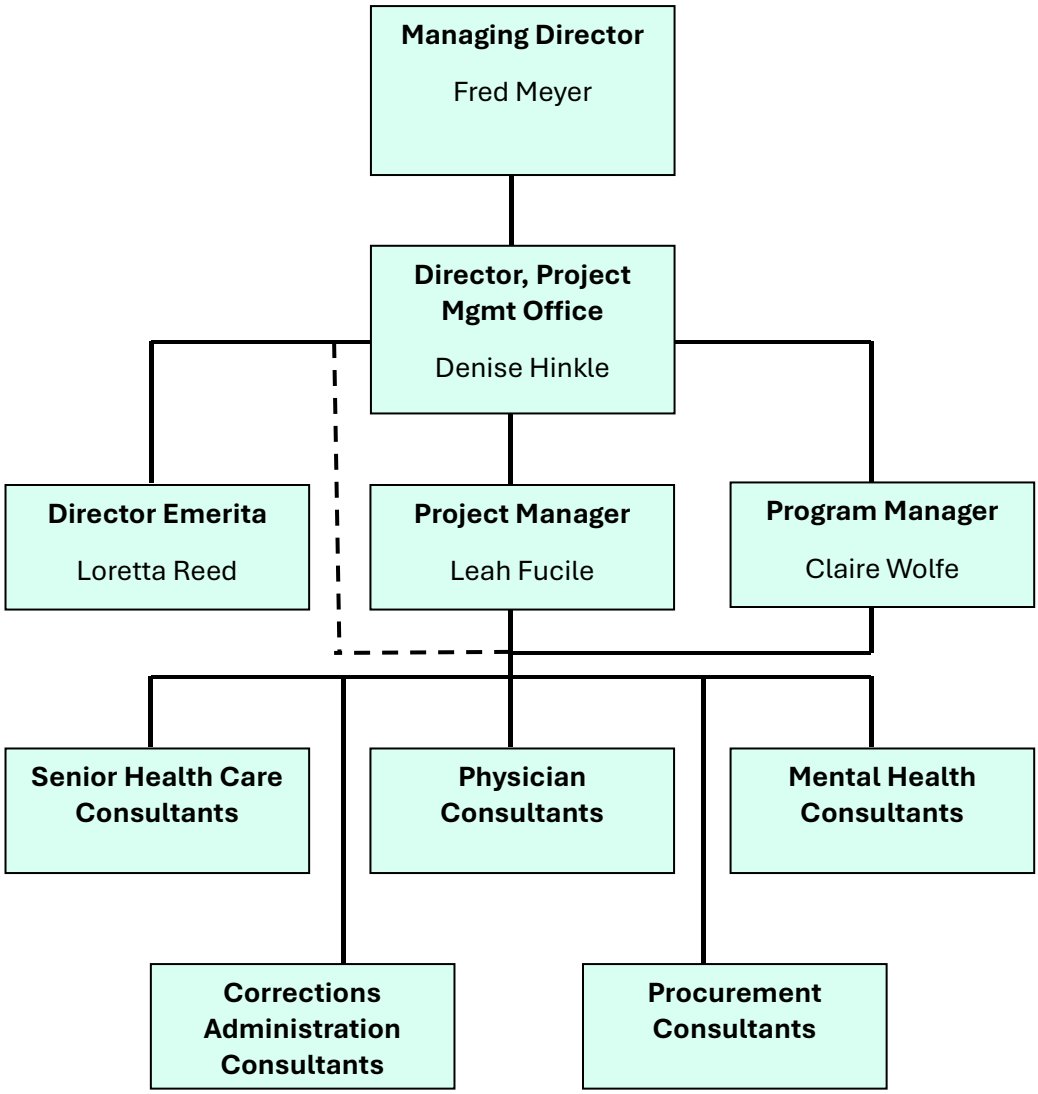
P: 773.880.1460
E: fredmeyer@ncchcresources.org

DISCLAIMER

Technical assistance by NCCHC Resources, Inc., is a professional activity that is separate from accreditation by the National Commission on Correctional Health Care and in no way guarantees accreditation, reaccreditation, or any other outcome of a survey.

STAFFING PLAN AND KEY PERSONNEL

Our project team includes experts with fully integrated corrections experience. From our executives and leaders to our consultants, individual team members bring varied and vast backgrounds and knowledge that specifically applies to GSFA's needs. We are organized as follows:



See Appendix A. We are presenting biographies for a tentative project team which represents the expertise of the consultants we assign to client projects. As the national leader in correctional health care consulting, we have an extensive cadre of correctional health care experts with decades of experience in all areas of administration and operations.

TECHNICAL APPROACH TO SCOPE OF WORK

Our Understanding of Your Needs

Provision of health care in correctional settings became a constitutional mandate in 1976. Since then, correctional facilities have increasingly focused on quality. To meet this need for quality care in a fiscally responsible way, a variety of delivery models have emerged, with health services operated by government agencies, the private sector, academic institutions, and mixes of all of these. No matter which model is employed, desired outcomes can improve individual and community health, reduce adverse events, and maintain compliance with regulations and standards while keeping control of health care costs.

Across the nation, rapidly increasing costs, staffing shortages, geographical challenges, community resource availability, and other barriers affect the ability to provide a consistent and acceptable standard of care for incarcerated individuals. Facing similar concerns, the Golden State Finance Authority (GSFA) is seeking to conduct a needs analysis for providing comprehensive health care to the incarcerated populations in facilities within five regions in California. Using information gathered during that analysis, GSFA is further seeking to identify, evaluate, and compare models for providing health care to the incarcerated population on a region-by-region basis. Each region has different facilities, populations, challenges, delivery models, and available resources to be carefully considered while developing models for access to and provision of care.

The objectives for this project, on a region-by-region basis, are:

- Create an inventory of facilities to be covered by this project, to include facility demographics, current service models, non-compliance notices, and other metrics that affect the care required.
- Review and summarize health care contracts currently in place where applicable. Contracts may cover providers, nursing, mental health, dental, specialties, and other services that are integral to the provision of health care to the incarcerated population.
- Review available consent decrees, settlement agreements, or other corrective action notices as provided by each county.
- Review memoranda of understanding (MOUs) and other formal and informal agreements, as applicable, that are in place with community organizations as provided by each region.
- Identify core competencies of community-based health care and social services available in the community.
- Identify areas where current health care services are not aligned with NCCHC Standards for Health Care in Jails (2026) and / or local regulations such as California Title XV.
- Develop health care delivery models to provide a full scope of health care in accordance with NCCHC Standards and other regulations.
- For each county, assess the viability of each delivery model, considering the county's specific needs and including input from county stakeholders.
- Run a cost-benefit analysis for each delivery model, to the extent fiscal data is publicly available.
- By region, prepare an individualized feasibility report that describes the current state, a summary of our findings, recommendations for improved care or access to care, and an assessment and comparison of health care delivery models.
- By region, develop and present a high-level fiscal summary for each delivery model, including estimated startup costs, potential infrastructure, and administration needs, and estimated ongoing costs. Identify areas where savings may be achieved due to volume pricing, cost sharing, or other strategies.

- By region, develop a preliminary implementation plan for the recommended health care delivery model that includes startup activities, major milestones, and key risks.

Our Approach – Process Overview

NCCHC Resources proposes to provide consulting services to all five regions that GSFA has outlined in the RFP, and we are confident that we can complete the scope of work within the desired 12 to 24-month timeline. For each region, NCCHC Resources will assign a senior correctional health care professional as the lead consultant, a physician, and a mental health clinician. They will be supported by other corrections experts, including those with procurement and corrections administration experience, as well as our Project Manager and NCCHC Resources leadership. The work for each region will be completed separately. Working with NCCHC Resources will provide efficiencies by executing the project using a consistent, repeatable process. The project will be completed using the following approach for each region.

Project Management

The consulting team will include an assigned project administrator and manager, whose roles are to facilitate communication, monitor progress, assure quality and consistency, and provide additional support. The project manager and the lead consultant will serve as the day-to-day points of contact for project support.

While the entirety of the project may cover multiple regions, each region will be independently managed to ensure progress and completion at the regional level. The project manager will coordinate the NCCHC Resources team, establish regular meetings with GSFA and regional stakeholders to discuss project status, and be available to answer any questions as they arise. They will also establish and track milestones to confirm progress or identify bottlenecks during the contract term, all to facilitate a successful project.

Kickoff Call

We will conduct a virtual kickoff meeting with our team, GSFA, regional and county project leadership, and others you deem necessary. The purpose of the meeting will be to confirm project objectives, identify available documentation, and discuss our site visits.

Documentation Review

We will request and review available documentation about staffing, organizational structure, policies and procedures, and operations prior to the site visits. This background information will enable us to be better prepared when we arrive at your facilities.

Site Visits

Our consultant team will conduct a site visit at each facility within the region. They will review the current medical and custody operation to understand how these services are currently provided and how current staff are deployed in the provision of service. The team will review operations as to whether they comply with NCCHC standards and regulations. Site visits are an important part of the project, as in-person observations and conversations with personnel and people in custody often provide essential information to be considered when determining the best service delivery model. This is also the most efficient way to identify whether the current health care service delivery complies with NCCHC standards.

Additionally, we will evaluate input from various stakeholders for our analysis. While on site, we will meet with those representatives to discuss facility operations, the availability of necessary data and how we will use this information in our analysis. Potential stakeholders include, but are not limited to:

- Sheriff's office
- Finance
- Human resources
- Risk management
- Information technology
- Legal counsel
- Procurement

Collaborative Feasibility Analysis

In order to develop a meaningful analysis, it is essential that each region be transparent and work collaboratively with our consulting team. Timely access to individuals, policies, health records, statistics, and data is requested to keep the project moving forward. After the site visits, the consulting team will review the information, data, and our findings and will assess the needs of each county within the region. The team will focus on shared strengths and challenges, as well as gaps between current health care service delivery and health care that meets or exceeds standards and regulations.

The consulting team will create service models with the structure required to support correctional health care delivery, including the following: County Operated (In-House) Model, Contracted Medical Services Model, and Regional Joint Powers Authority or Shared Contract Administration Model. Additional models may be developed based on our review of facility operations. The models will detail the staff and any additional technology, processes, insurance, training, and documentation required to support the approach. Models will also note the risks involved with each strategy. We will incorporate local feedback provided by stakeholders to ensure consensus.

Once modeling is completed, estimated costs will be assigned to each model. We will review the models with each region to ensure that these costs are complete, understood, and reasonable. We will also use the models to weigh the costs and benefits of each delivery method, which will be noted in the final report.

Implementation Plan

Once consensus is reached with regards to the model that best meets the needs of the region, the consulting team will put together an implementation plan for the chosen service delivery model. The implementation plan will account for varying levels of readiness among the counties. The framework will provide a roadmap to transition to the new model, including a timeline, milestones, planning, procurement, contract development, staffing and onboarding, service startup, and draft evaluation plan. The plan will also highlight key risks and provide mitigation strategies.

Report

To conclude the process, we will prepare regional reports detailing our work and the assumptions made in developing and evaluating the models. Each report will first be delivered in draft format. NCCHC Resources team leadership will formally present the report and our findings and recommendations in person to each region and GSFA. After meeting to review the findings and recommendations and incorporating feedback, the report will then be marked final and delivered to GSFA and each region.

RELEVANT EXPERIENCE

Health System Assessments

Facing mounting high-profile criticism for providing substandard care for inmates, the governor's office of a large Midwestern state hired NCCHC Resources to conduct a comprehensive assessment of the health care provided at one of the nation's largest and most complicated departments of corrections. A hand-selected team (including a physician, a psychologist, and a nursing expert) visited selected prisons across the state, including a program with a dedicated mental health mission and several with the highest levels of security, and wrote a comprehensive and detailed assessment of health care services.

Suicide Prevention Services

Building off of the NCCHC's groundbreaking partnership with the American Foundation for Suicide Prevention (https://www.ncchc.org/new-suicide-prevention-resource-guide-for-corrections), NCCHC Resources is frequently called upon to assist programs with properly addressing the suicide problem in our country's jails and prisons. Recently, we were successful in a national competition for a key project to assist a large Mid-Atlantic urban jail develop a high-quality and comprehensive suicide prevention program. Leveraging our experience in correctional health care, corrections, and justice health design, our team developed a comprehensive report that will assist the jail command and health staff in their efforts to reduce the risk of suicide within the jail's walls.

Monitoring Activities

An Eastern jail that houses local and federal detainees experienced the death of several inmates under its care. County leadership engaged NCCHC Resources to send an expert team (a physician and a nurse) to perform a comprehensive evaluation of health care services, to make targeted recommendations for improvement, and to provide monitoring services over a four-month period. Subsequently, the jail requested an extension of this monitoring with an emphasis on assessing the corrective action plans.

In a different project, a federal court overseeing a long-term consent decree regarding civil rights violations (constitutional health care) turned to NCCHC Resources to monitor the health care aspects of the injunctive relief. Our work included support for the development of a monitoring tool that incorporated unique metrics from the NCCHC *Standards* that the court had determined were essential to health system compliance. We also sent a team to the site to use the tool to assist the court in determination of compliance. Serving the interests of the court, NCCHC Resources worked cooperatively with both state and plaintiff attorneys to gather the needed information.

Opioid Treatment Program Training

Faced with a mounting problem with managing opioid-dependent patients in jail, the sheriff's department of a major coastal metropolitan area looked to NCCHC Resources to provide training on the opioid crisis and how the sheriff might address the needs of this growing population. Coordinating with the local community treatment program, our experts provided on-site technical training, which included a thorough review of standards for opioid treatment programs.

Health Record Review

A state department of corrections on the East Coast hired Health Management Associates, a national research and consulting firm that specializes in publicly funded health care, to conduct a 360-degree health system analysis. Health Management Associates selected NCCHC Resources to bring additional

clinical and correctional health care expertise. This included review of 632 patient health records and interviews with providers by board-certified correctional physicians and other correctional health experts. We developed processes and protocols for evaluation and analysis. Process performance measures were novel for this project and were based on the standards of NCCHC and other authorities.

Accreditation and Certification Preparation

A large jail system in a Western state was seeking NCCHC accreditation (the first county in the state to seek this prestigious accreditation in many years). The county leadership turned to NCCHC Resources to assess their readiness for a survey of health services. Our expert team visited each of the many jails, some of them in remote locations, to perform comprehensive on-site assessments. The information gathered gave the county a unique view into strengths and weaknesses and provided important data to help the jail system prepare for accreditation, which they ultimately achieved.

Specialized Technical Support

When a Western state's department of corrections hired a large consulting firm to conduct a comprehensive environmental scan of health care systems at other states' corrections departments, the firm turned to NCCHC Resources to provide a correctional context to its already robust health care analytic expertise. Our experts aided development of a comprehensive data call and interviews with officials around the nation to support the gathering and analysis of data requested by the client.

Selected Clients and Partners

- Allegheny County, Pennsylvania
- Bay County, Florida
- Centene Corporation
- Idaho Department of Juvenile Corrections
- Charleston County Sheriff's Office, South Carolina
- Chatham County Sheriff's Office, Georgia
- Cobb County Jail, Georgia (via WellStar Health System)
- Connecticut Department of Corrections
- Delaware Department of Corrections
- Department of Homeland Security – Immigration and Customs Enforcement
- Fairfax County Adult Detention Center, Virginia
- Grand Traverse County, Michigan
- Hudson County Correctional Facility, New Jersey
- Illinois Department of Corrections
- Middlesex County Sheriff's Office, Massachusetts
- Milwaukee County, Wisconsin
- Monmouth County Sheriff's Office, New Jersey
- Corrections Center of Northwest Ohio
- Orange County, California
- Pinellas County, Florida
- Plumas County, California
- UMC – El Paso, Texas
- Utah Juvenile Justice Services
- Virginia Department of Corrections – Fluvanna Correctional Center for Women

PROFESSIONAL REFERENCES

Hudson County, New Jersey

Director Becky Scott
Hudson County Department of Correction & Rehabilitation
Ph: (201) 395-5600 x5007
E: BScott@hcnj.us

Monterey County, California

Chief Deputy Tim Lanquist
Monterey County Sheriff's Office, California
Corrections Operations Bureau
Ph: (831) 755-3887
E: LanquistTS@countyofmonterey.gov

Spokane County, Washington

Lieutenant. Darren Lehman
Medical and Mental Health Operations
Spokane County Detention Services Jail
Ph: (509) 477-6767
E: DLehman@spokanecounty.org

CONFLICT DISCLOSURE

NCCHC Resources is not aware of any conflicts at this time.

Should any of the counties covered by this project or any affiliated program or facility seek accreditation from the National Commission on Correctional Health Care, that is an entirely separate activity. Technical assistance and/or related services from NCCHC Resources in no way guarantees or implies successful accreditation, certification, or any other favorable treatment from any other entity.

VALUE-ADDED SERVICES

While many consultants served this field before NCCHC Resources' founding and claimed some experience with the NCCHC standards, there was no quality control, consistency, or oversight into how the standards were applied. In some cases, facilities faced unexpected risks as they worked to implement recommendations of well-meaning independent consultants, who were not held to evidence-based or standards-based advice. The foundation of NCCHC Resources' exceptional value is the reduction of these risks and our high-quality expert consultation.

COST PROPOSAL

We acknowledge that the Golden State Finance Authority is the contract administrator and the fiscal agent for this endeavor, with funding originating from the individual counties. Based on our understanding of the desired outcomes as well as the scope and approach outlined in this proposal, our fees for this project, including expenses, are listed below. These fees were developed using the project approach presented above and the assumptions noted in Appendix C. Should actual circumstances vary from what is described in this proposal, pricing may be adjusted, up or down, to accommodate those differences.

Proposed Fees				
Region	**Professional Fees**	**Indirect Costs**	**Travel Expenses**	**Total Project Fee**
North State	$ 330,000	$ 19,985	$ 25,015	$ 375,000
Sacramento Sierra	411,000	18,985	25,015	455,000
Central Valley	284,000	20,500	15,500	320,000
Central Coast	284,000	20,500	15,500	320,000
Bay Area	297,000	19,500	15,500	332,000
Grand Total	**$ 1,606,000**	**$ 99,470**	**$ 96,530**	**$1,802,000**

If NCCHC Resources is awarded the contract for all five regions, we will discount the above price by 10%.

We will bill these fees for each region, based on the following milestone schedule:

Billing Schedule	
Milestone	**Billing Schedule**
Agreement signed	25%
Regional Site visits completed	50%
Final report delivered	25%

Billing milestones will be tracked by region and will be billed independently based on the progress made for that region. For example, once the agreement is signed, each region will be billed for 25% of the total project fee. Upon completion of each regions' site visit, each region will receive an invoice for 50% of that region's total project fee. The same regional methodology will apply until the project is complete.

APPENDIX A: TEAM BIOGRAPHIES

Fred Meyer MA, CJM, CCHP, Managing Director
Mr. Fred Meyer works with health and custody leaders nationwide to provide detention and correctional facilities with the support needed to operate effectively and in compliance with nationally recognized health care standards. Health system assessment, performance improvement and monitoring, suicide prevention, medication-assisted treatment, interdisciplinary collaboration, education, and training are all critical to ensuring institutional risks are mitigated and constitutional care is provided. NCCHC Resources is the industry leader in these areas, helping agencies of all sizes.

Before joining the National Commission, Mr. Meyer served as Deputy Chief with the Las Vegas Metropolitan Police Department where he oversaw the largest jail system in the state of Nevada. He drove advancements in leadership collaboration and health services that led to substantial reductions in medical referrals and in-custody suicides. Fred received the Ray Coleman Administrator of Year Award from the American Jail Association in 2021.

Mr. Meyer is an NCCHC Certified Correctional Health Professional (CCHP) and is recognized as a Certified Jail Manager (CJM) by the AJA. He holds a master's degree in criminal justice from the University of Nevada, Las Vegas. He has been elected to the AJA Board of Directors for 2024-2025 and has served on the Board as their Parliamentarian.

Denise Hinkle CPA, CCHP, Director Project Management Office
Ms. Denise Hinkle is an inactive certified public accountant and multidisciplinary consultant with extensive experience in accounting, project management, business advisory, executive leadership, and business ownership. She has delivered global, domestic, and local projects including process development and improvement, best practice reviews, data extraction and analysis, software implementation, and others. Throughout her career, Ms. Hinkle has mentored, coached, and led teams of all sizes where she shared her knowledge and passion for delivering innovative solutions to complex issues.

At NCCHC Resources, Ms. Hinkle directs the Project Management Office, ensuring that NCCHC Resources projects are delivered according to the NCCHC standards and the expectations of each client. She assigns and monitors project teams, manages progress, and is a resource to our clients and our consultants. Her broad skillset gives her a large library of knowledge to draw from when leading teams, evaluating operational issues, and making thoughtful recommendations.

Loretta Reed MBA, PMP, CCHP, Director Emerita
Ms. Reed is a certified project management professional with extensive multi-industry experience and skill in leading cross-functional teams, clarifying issues, and delivering solutions. She has led worldwide project teams that conducted risk assessments focused on business processes, determined the key controls, and developed testing of the controls to ensure compliance. Her expertise and skill set encompass operations assessment, business analysis, finance and accounting processes, continuous quality improvement, and selection and implementation of electronic medical record systems and finance systems.

Leah Fucile CCHP, Project Manager
Ms. Leah Fucile has over 20 years of public sector experience and has a Bachelor of Arts degree in Criminal Justice. She oversaw contract administration, procurement, and logistical operations for the Clark County Detention Center, managing a $65M+ budget as the Director of Administrative Operations for the Detention Services Division at the Las Vegas Metropolitan Police Department. Leah played a key role in achieving ACA and NCCHC accreditation and led efforts to embed these standards into policy and contracts. She also provided oversite of $80M facility renovation to enhance safety and efficiency. A graduate of the National Jail Leadership Command Academy, Leah remains active in her community and serves on the American Jail Association's Corrections Workplace Committee.

Claire Wolfe MPH, MA, CCHP, Program Manager
Ms. Claire Wolfe previously worked for the State of New Jersey in an urban legislative district, supporting community members and organizations and guiding legislation from drafting to the Governor's desk. During that time, she advocated to the state budget committee for funding for substance use disorder treatment within correctional facilities. Prior to joining NCCHC Resources, she worked in the philanthropic arm of a multinational technology consulting firm where she successfully advocated for increased funding for federal grants aimed at increasing evidence-based educational innovation in K-12 computer science in-school and community programs.

Ms. Wolfe holds a Master of Arts in international political economy, completed at the University of York in York, England, and received her Master of Public Health degree in epidemiology at Rutgers University, where she focused her research on medications for opioid use disorder in correctional facilities. At NCCHC Resources, Ms. Wolfe supports the project management office and project teams on administrative needs, data analysis, writing, and research.

Becky Pinney MSN RN, CCHP-RN, CCHP-A, Senior Health Care Consultant
Ms. Rebecca Pinney possesses extraordinary leadership skills, evidenced by her role advancements to Senior Vice President, Chief Nursing Officer, at Corizon Health, from which she retired after 25 years, with more than 30 years in this field. Her experience encompasses both clinical and nonclinical roles, having managed large jail programs and serving as the lead on several state prison contracts. Her career has given her a deep understanding of clinical trends and operations practices and how they can impact the daily custody and clinical management of the inmate population. Through collaboration with other clinical and operations executives, Ms. Pinney takes a comprehensive, systemwide approach to nursing issues, standards, training, education, and staffing that supports patient safety and quality efforts.

A member of the American Nurses Association and Georgia Nurses Association, Ms. Pinney has significant involvement with NCCHC. She assisted with development of the 2014 editions of the Standards for Health Services manuals for prisons and jails, served on the committee that launched the Certified Correctional Health Professional - Registered Nurse (CCHP-RN) program, and is a member of the CCHP-RN subcommittee, the NCCHC Nurse Advisory Council, and the NCCHC Correctional Health Care Foundation.

Nancy Booth MSN, PHN, RN, CCHP-RN, Senior Health Care Consultant
Ms. Booth has over 50 years of experience in managing, educating, and leading healthcare teams. Now one of our independent correctional healthcare consultants, she formerly served as both Director of Nursing Services and Supervisor of Case Management for San Diego County jails, a system with over 84,000 annual admissions.

Ms. Booth developed a specialty telehealth program, established and managed the county inmate Medi-Cal Inmate Eligibility Program (MCIEP), managed infection control for the County's jails, and supervised the women's detention facility. A skilled communicator, educator, publisher, and expert speaker who has presented on a wide variety of topics, she ensures that all stakeholders — from physicians, attorneys, and law enforcement to insurance adjusters, patients, and families — understand the steps needed to successfully care for each patient both during incarceration and upon reentry. Ms. Booth currently serves as an NCCHC general surveyor and is an Accreditation and Standards Committee member.

Dr. Reed Paulson MD, CCHP-CP, Physician Consultant
Dr. Paulson retired from the Oregon State Penitentiary, where he served as the Chief Medical Officer. He also worked as a corrections physician specialist for the state of Oregon. His dedication to and experience with correctional health care continues to benefit correctional agencies across the nation with his work with both the National Commission on Correctional Health Care and NCCHC Resources.

Dr. Paulson holds a Master of Public Health degree from the University of California, Berkley, and a certification in Opioid Use Disorder Treatment from the USDEA and SAMHSA. He is a Fellow of the American College of Correctional Physicians as well as the American Academy of Family Physicians.

Dr. Christopher Rosko MD, MBA, CCHP, Physician Consultant
Christopher Rosko is a board-certified emergency physician with nearly a decade of experience as a medical provider and administrator in multiple jail settings. He has worked as an emergency physician in rural, suburban, and Level 1 trauma centers and has extensive administrative experience as Medical Director and Vice Chairman in the University of Alabama Medical Center's Department of Emergency Medicine. In addition to his medical training, Dr. Rosko received his MBA from Auburn University.

Dr. Nikki Johnson PsyD, CCHP, Mental Health Consultant
Dr. Nikki Johnson is the Chief of Mental Health Services for the Denver Sheriff Department (DSD). She has worked in jails and prisons with both juveniles and adults for over 15 years. Dr. Johnson earned a Bachelor of Science in Psychology and Women's Studies, a Master of Arts in Counseling Psychology, and a Doctorate of Psychology in Clinical Psychology. She has practiced as a licensed psychologist in the state of Colorado since 2008 and as a Certified Addiction Specialist since 2010.

Dr. Johnson has driven the successful implementation and expansion of a Competency Restoration Program designed to restore individuals to competency. In addition, she started a Crisis Response Team, which is a 24/7 team of mental health professionals collaborating with the deputies in prevention and de-escalation of crises involving individuals with serious mental illness (SMI). Dr. Johnson has also focused her efforts on the expansion of Medication-Assisted Treatment (MAT) within Denver jails.

Dr. Deborah Gross, Mental Heal Consultant

Dr. Gross is a licensed psychologist with a practice focused in corrections. She is retired from Correctional Health Services in Maricopa County, Arizona. In her role as Lead Psychologist – Mental Health Unit, she was responsible for administrative supervision of mental health staff on acute psychiatric unit within a major metropolitan accredited jail health system. Dr. Gross's correctional mental health experience dates to 2004, with an internship and postdoctoral position with CHS. She later joined the Arizona Department of Corrections in 2007 before returning to CHS in 2010. She has also worked for NAMI Arizona, ValueOptions, and the MARC Center.

Dr. Gross currently serves as Board Chair for Recovery Empowerment Network and is a member of the Board of Arizona Behavioral Health. She has served on the Board of the Arizona Foundation for Behavioral Health, the Arizona Coalition for Tomorrow (a Head Start-related entity), and the Star Centers (formerly known as Survivors on Our Own). Dr. Gross has been a surveyor in the NCCHC accreditation program since 2017 and recently became a lead surveyor.

APPENDIX B: LEGAL REQUIREMENTS AND ATTESTATIONS

Proof of Legal Entity and Business Status (see RFP pg. 8)

From: no_reply@sos.ca.gov <no_reply@sos.ca.gov>
Sent: Monday, October 14, 2024 11:24 AM
To: Info NCCHC Resources <info@ncchcresources.org>
Subject: California bizfile Online - Business Filing Approved

Initial Business Filing Approval

10/14/2024

Entity Name: NCCHC Resources, Inc.
Entity Type: Nonprofit Corporation - Out of State
Entity No.: 6420881
Document Type: Registration - Out-of-State Corporation - Nonprofit
Document No: 6420881
File Date: 10/11/2024

Congratulations! The above referenced document has been approved and filed with the California Secretary of State. To access free copies of filed documents, go to bizfileOnline.sos.ca.gov and enter the entity name or entity number in the Search module.

What's Next?

Go to bizfileOnline.sos.ca.gov to "My Work Queue" to review the Welcome Letter for key information AND contacts you may need.

Corporations AND limited liability companies must file a Statement of Information **within 90 days** of the initial filing AND annually or every other year,thereafter. For additional resources,view Starting A Business Checklist for key steps you may need to take WHEN launching a business IN California.

For further assistance, contact us at (916) 657-5448 or visit bizfileOnline.sos.ca.gov.

Thank you for using bizfile California, the California Secretary of State's business portal for online filings, searches, business records, and additional resources.

Important: *Do not reply to this message. Replies will be routed to an unmonitored email box.*

BA20251547542

B3889-0183 07/28/2025 10:51 AM Received by California Secretary of State

STATE OF CALIFORNIA
Office of the Secretary of State
STATEMENT OF INFORMATION
CORPORATION
California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 657-5448

For Office Use Only
-FILED-
File No.: BA20251547542
Date Filed: 7/28/2025

Entity Details

Corporation Name	NCCHC Resources, Inc.
Entity No.	6420881
Formed In	ILLINOIS

Street Address of Principal Office of Corporation

Principal Address	1145 W. DIVERSEY PKWY CHICAGO, IL 60614

Mailing Address of Corporation

Mailing Address	1145 W. DIVERSEY PKWY CHICAGO, IL 60614
Attention	Fred Meyer

Street Address of California Office of Corporation

Street Address of California Office	2108 N ST STE N SACRAMENTO, CA 95816

Officers

Officer Name	Officer Address	Position(s)
Deborah Ross	1145 W. DIVERSEY PKWY CHICAGO, IL 60614	Chief Executive Officer
Cheryl Giddens	1145 W. DIVERSEY PKWY CHICAGO, IL 60614	Chief Financial Officer
☐ Jim Martin	1650 SE 17TH ST. SUITE 408 FT. LAUDERDALE, FL 33316	Secretary

Additional Officers

Officer Name	Officer Address	Position	Stated Position
None Entered			

Directors

Director Name	Director Address
None Entered	

The number of vacancies on Board of Directors is: 0

Agent for Service of Process

California Registered Corporate Agent (1505)	NORTHWEST REGISTERED AGENT, INC. Registered Corporate 1505 Agent

Type of Business

Type of Business	correctional health care consulting

Email Notifications

Opt-in Email Notifications	Yes, I opt-in to receive entity notifications via email.

Labor Judgment

Page 1 of 2

B3889-0184 07/28/2025 1

No Officer or Director of this Corporation has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.

Electronic Signature

☒ By signing, I affirm that the information herein is true and correct and that I am authorized by California law to sign.

Fred Meyer — Signature
07/28/2025 — Date

Certificates of Insurance

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/8/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Commercial Insurance
The Plexus Groupe LLC 21805 W. Field Pkwy, Suite 300 23 24 COI Deer Park IL 60010	PHONE (A/C, No, Ext): 847-307-6100 FAX (A/C, No): E-MAIL ADDRESS: commercial@plexusgroupe.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
NATICOM-01 National Commission on Correctional Health Care NCCHC Resources Inc 1145 W Diversey Pkwy Chicago IL 60614	INSURER A : Federal Insurance Company	20281
	INSURER B : Fortegra Specialty Insurance Company	16823
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 728648931 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			36029411	11/15/2025	11/15/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			73606521	11/15/2025	11/15/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			79887425	11/15/2025	11/15/2026	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		71749616	11/15/2025	11/15/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Cyber Liability			C4LPY054112CYBER2025	11/15/2025	11/15/2026	Aggregate Limit/Ded Per Occurrence Deductible	$5,000,000 $5,000,000 $25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate is issued as evidence of coverage.

CERTIFICATE HOLDER

Evidence of Coverage

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/09/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Megan Medders	
Kamm Insurance Group 300 S Wacker Dr. Suite 1250 Chicago IL 60606	PHONE (A/C, No, Ext): (312) 263-3215	FAX (A/C, No):
	E-MAIL ADDRESS: Megan.Medders@relationinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : ACE American Insurance Company	22667
INSURED Natl Commission on Correctional Health 1145 W. Diversey Parkway Chicago IL 60614	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 25/25 E&O **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Errors & Omissions Retroactive date- 3/24/2015			D97195481	04/24/2025	04/24/2026	Aggregate Each Claim Retention	$5,000,000 $5,000,000 $25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
For Informantional Purposes Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Jan Cooper

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Non-Discrimination Assurance
NCCHC Resources Inc., its employees, and its affiliates, does not permit discrimination against any business, employee, applicant or client because of race, creed, color, disability, religion, sexual orientation, national ancestry, or origin. In addition, NCCHC Resources Inc. complies with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

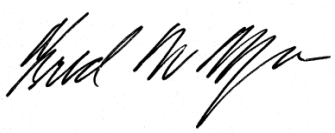
Litigation Disclosure

NCCHC Resources Inc. and its key personnel have no pending or recent litigation with regards to any business matter. There are no outstanding issues that affect our ability to perform the proposed scope of work or to execute a contract with the Golden State Finance Authority or any of the regions or counties covered by this project.

Cost Proposal and Budget Detail
Please See Appendix C for the details pertaining to our cost proposal and project budget.

Subpoena and Legal Cooperation Clause
NCCHC Resources Inc. acknowledges that materials submitted in response to GSFA's RFP and other communications with GSFA may be subject to subpoena or public records requests. NCCHC Resources Inc. will cooperate with legal and compliance matters resulting from such actions.

Regulatory Compliance
For the duration of this contract, NCCHC Resources Inc. will comply with all applicable local, state, and federal laws and regulations, including the California Public Records Act.

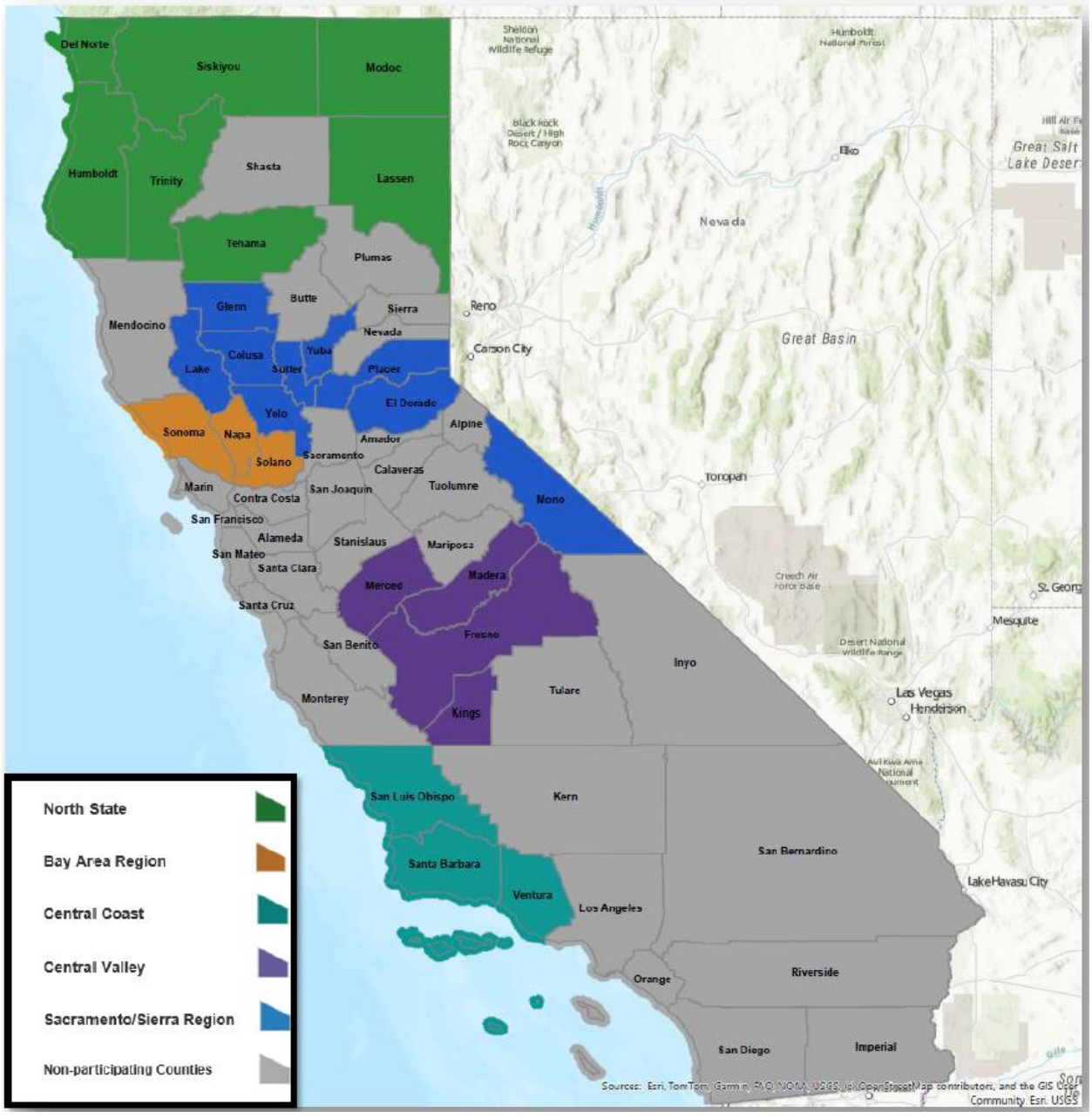


By: _____
Fred Meyer, MA, CJM, CCHP
Managing Director

Date:
_12/12/2025_____

APPENDIX C: PRICING ASSUMPTIONS AND DETAILS

1. Regions covered by this project:



Golden State Finance Authority - Master Facility Information

County	Jail Facility	Street Address	NCCHC Accredited	ADP	Capacity	Annual Bkgs	Intake?	Medical Provider
North State Region								
Lassen	Lassen County Adult Detention Facility	1405 Sheriff Cady Lane Susanville, CA 96130	Yes	120	156	1,400	Yes	Wellpath
Modoc	Modoc County Jail	102 South Court Street Alturas, CA 96101	No	32	48		Yes	No Public Info
Del Norte	Del Norte County Jail	650 Fifth Street Crescent City, CA 95531	No		145		Yes	
Humboldt	Humboldt County Correctional Facility	901 Fifth Street Eureka, CA 95501	Withdrew App 2021	400	417		Yes	Wellpath Med/County MH and SUD
Trinity	Trinity County Correctional Facility	701 Tom Bell Road Weaverville, CA 96093	Info Req CSSA 2025		53		Yes	No Public Info
Tehama	Tehama County Jail	502 Oak Street Red Bluff, CA 96080	No		227		Yes	Tehama County Health Services Agency
Siskiyou	Siskiyou County Jail	315 South Oregon Street, Yreka CA 96097	No	101	104		Yes	Siskiyou County
Sacramento Sierra Region								
Yolo	Monroe Detention Center	140A Tony Diaz Drive Woodland, CA 95776	No		452		Yes	Wellpath
Sutter	Sutter County Jail	1077 Civic Center Blvd Yuba City, CA 95993	No	300	356		Yes	
Yuba	Yuba County Jail	215 5th Street Marysville, CA 95901	Info Req 2025 CSSA		428		Yes	Correctional Health Partners
Glenn	Glenn County Jail	141 S Lassen Street Willows, CA 95988	No		140		Yes	Wellpath
Colusa	Colusa County Jail	929 Bridge Street Colusa, CA 95932	Applied 8/2025	53	92		Yes	County Services
Lake	Lake County Jail	4913 Helbush Drive Lakeport, CA 95453	No		297	4,000	Yes	Wellpath
Placer	South Placer County Jail	11801 Go For Broke Road Roseville, CA 95678	No		420		Yes	Wellpath
Placer	Placer County Auburn Main Jail	2775 Richardson Drive Auburn, CA 95603	No		645		Yes	Wellpath
El Dorado	El Dorado County Jail - Placerville	300 Forni Road Placerville, CA 95567	No		303		Yes	
El Dorado	El Dorado County Jail - South Lake Tahoe	1051 Al Tahoe Blvd South Lake Tahoe, CA 9615	No		158	4,560	Yes	
Mono	Mono County Jail	49 Bryant Street Bridgeport, CA 93517	No	10	44		Yes	
Central Valley Region								
Fresno	Fresno County Jail	1225 M Street Fresno, CA 93721	Yes	2536	2427		Yes	Wellpath
Madera	Madera County Jail	195 Tozer Street Madera, CA 93638	No	425	650		Yes	
Merced	Merced County Main Jail	700 W 22nd Street Merced, CA 95317	No	200	225		Yes	Wellpath
Merced	John Latorraca Correctional Center	2584 W Sandy Mush Road El Nido, CA 95341	Yes	375	564		No	Wellpath
Kings	Kings County Jail	1570 Kings County Drive Hanford, CA 93230	Yes	422	576		Yes	Wellpath
Central Coast Region								
San Luis Obispo	San Luis Obispo County Jail	1585 Kansas Avenue San Luis Obispo, CA 93405	Yes	443	587	8,277	Yes	Wellpath
Santa Barbara	Santa Barbara County North Jail	2301 Black Road Santa Maria, CA 93455	Application 2025	360	376	6,000	Yes	Wellpath
Santa Barbara	Santa Barbara County Jail	4436 Calle Real Santa Barbara, CA 93110	Yes	448	819	7,500	Yes	Wellpath
Ventura	Ventura County Jail Pre-Trial Detention Facility	800 S Victoria Avenue Ventura, CA 93009	Yes	560	890	23,000	Yes	Wellpath
Ventura	Ventura County Jail Todd Road Facility	600 Todd Road Santa Paula, CA 93060	Yes	573	796	n/a	No	Wellpath
Bay Area Region								
Sonoma	Sonoma County Main Adult Detention Facility	2777 Ventura Avenue Santa Rosa, CA 95403	Yes	711	1413		Yes	Wellpath
Sonoma	Sonoma County North Facility	2254 Ordinance Road Santa Rosa, CA 95403	Yes		559		No	Wellpath
Napa	Napa County Department of Corrections	2210 Napa Vallejo Highway Napa, CA 94558	No		304		Yes	Contractor - Not Listed
Solano	Claybank Detention Facility	2500 Claybank Road Fairfield, CA 94533	No		385		No	Wellpath
Solano	Stanton Correctional Facility	2450 Claybank Road Fairfield, CA 94533	No		347		No	Wellpath
Solano	Solano County Justice Center Detention Facility	530 Union Avenue Fairfield, CA 94533	No		522		Yes	Wellpath

3. **Pricing and Proposal Assumptions by Region:**

North State Region

- Seven facilities within this region
- Site visit one facility per day
- Facility locations are spread out; projected two separate visits to cover region

Sacramento Sierra Region

- Eleven facilities in this region
- Site visit one facility per day
- Projected two separate visits to cover entire region

Central Valley Region

- Five facilities in this region
- Site visit one facility per day
- Projected one five-day trip for consulting team

Central Coast Region

- Five facilities in this region
- Site visit one facility per day
- Projected one five-day trip for consulting team

Bay Area Region

- Six facilities in this region
- Site visit one facility per day
- Projected one five-day trip for consulting team

ATTACHMENT C
North State Region Cost Allocation

North State Region – Selected Consultant: *NCCHC Resources Inc*.
Region Total: $375,000

Participating Counties	**Total County Population (Jan 2025) Pro-Rata Cost Allocation**	**Percent Total Project Cost for Designated Region**
Del Norte	$30,909.20	8.24%
Humboldt	$155,823.42	41.55%
Lassen	$33,438.39	8.92%
Modoc	$10,411.36	2.78%
Siskiyou	$50,433.56	13.45%
Tehama	$75,487.91	20.13%
Trinity	$18,496.15	4.93%
Total	**$375,000**	**100%**

E-Contract Review
Approval as to Form

Department Name: Tehama County Administration

Vendor Name: Golden State Finance Authority

Document Description: Agreement for Jail Medical Care Feasibility Study

APPROVED AS TO FORM:

Date: 3/10/26

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

Tehama County

Agenda Request Form

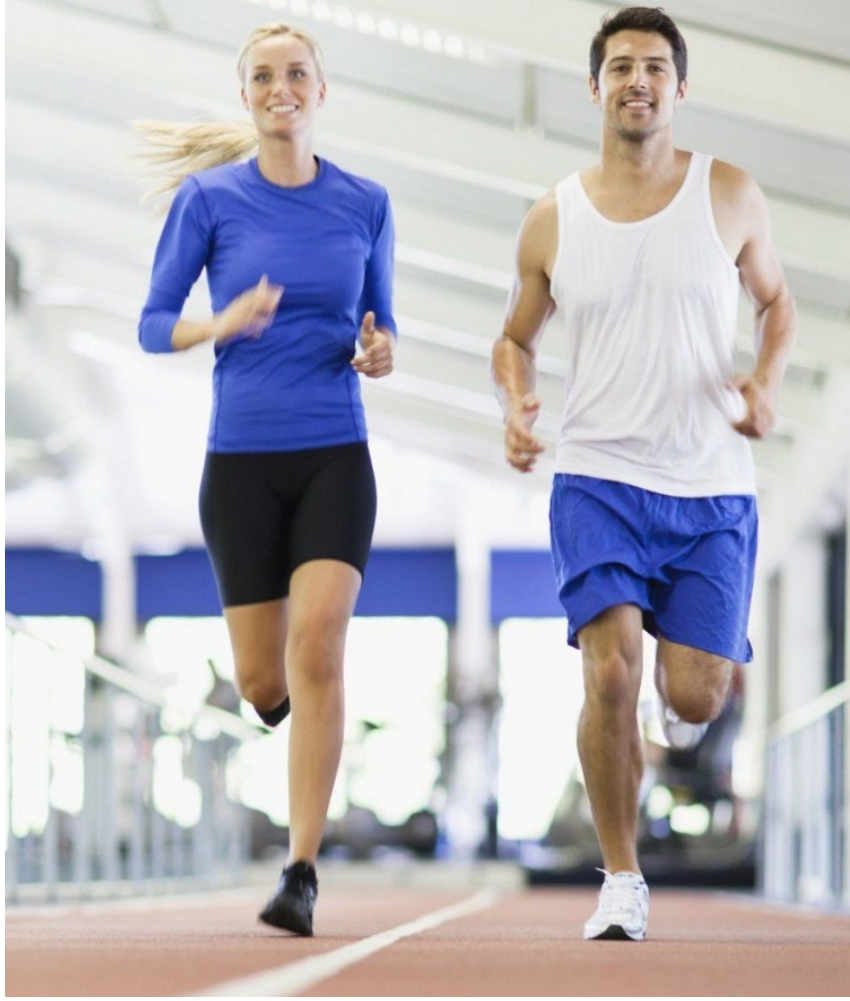
File #: 26-0381 **Agenda Date:** 3/24/2026 **Agenda #:** 26.

HEALTH SERVICES AGENCY / PUBLIC HEALTH - Executive Director Jayme S. Bottke and Public Health Director Minnie Sagar

Requested Action(s)
a) INFORMATIONAL PRESENTATION - Presentation of the 2026 Community Health Update

Financial Impact:
No financial impact.

Background Information:
Click here to enter Background Info.



COMMUNITY HEALTH UPDATE

TEHAMA COUNTY HEALTH SERVICES AGENCY PUBLIC HEALTH

MARCH 2026

COMMUNITY HEALTH OUTLOOK

- DATA SNAPSHOT
- COMMUNITY HEALTH IMPROVEMENT PLAN UPDATE
- NEW COMMUNITY PARTNERSHIPS
- PUBLIC HEALTH CENTER UPDATE

TOP 5 CAUSES OF DEATH TEHAMA COUNTY 2024

SOURCE: CALIFORNIA COMMUNITY BURDEN OF DISEASE ENGINE 2000-2024

Ischemic Heart Disease
Alzheimer's/Other dementias
Chronic Obstructive Pulmonary Disease (COPD)
Drug Overdose
Stroke

TOP 5 CAUSES OF EMERGENCY DEPARTMENT VISITS TEHAMA COUNTY 2024

SOURCE: CALIFORNIA COMMUNITY BURDEN OF DISEASE ENGINE 2000-2024

Abdominal Pain
Upper Respiratory Infections
Skin and soft tissue infections
Contusion
Musculoskeletal pain (not low back)

TOP 5 CAUSES OF HOSPITALIZATIONS TEHAMA COUNTY 2024

SOURCE: CALIFORNIA COMMUNITY BURDEN OF DISEASE ENGINE 2000-2024

Septicemia
Heart Failure
Diabetes mellitus
Respiratory Failure
Schizophrenia

HEALTH DISPARITIES

Indicator	Tehama	California	Nation
Primary Care Physicians	1810:1	1200:1	1310:1
Mental Health Providers	400:1	210:1	290:1
Children in Poverty	21%	15%	16%
Median Household Income	$58,300	$95,500	$77,700
Broadband access	86%	93%	90%
Some college	58%	68%	68%
Lack of Social Emotional Support	29%	30%	25%

TEHAMA COUNTY

Community Health Improvement Plan

2025-2028

TCHSA

Data Strategy Consulting

COMMUNITY HEALTH IMPROVEMENT PLAN (CHIP)

ORGANIZATIONS INVOLVED IN CHIP DEVELOPMENT

- 3CORE
- Butte Glenn Medical Society
- Chamber of Commerce
- Cities of Corning and Red Bluff
- Common Spirit/Dignity Health
- Data Strategy Consulting
- Empower Tehama
- Expect More Tehama
- Department of Education
- Far Northern Regional Services
- Ganey Science
- Greenville Rancheria
- Northern Valley Catholic Socials Services
- Partnership Health Plan
- Rolling Hills Clinic
- Red Bluff Chamber of Commerce
- Tehama County: COC, Library, Health Services, TRAX, Planning

CHIP 3 PRIORITY AREAS OF FOCUS

- Priority Area 1: Healthcare Access
  - Subcategories: Workforce Development – Mobile and Telehealth Expansion
- Priority Area 2: Mental Health and Substance Use Prevention
  - Subcategories: Youth and School-based Mental Health Programs – Substance Use Disorder prevention
- Priority Area 3: Food Access
  - Focus categories – Access to food, safe food practices and nutrition literacy

CHIP ACCOMPLISHMENTS TO DATE

- Conducted Healthcare Career Technical Education Listening Session
- In collaboration with Partnership Health Plan held a Community Digital Literacy Event
- Gave a presentation to 3Core on how the regional economic goals align with health improvement goals
- Started exploring the development of a data clearinghouse to better assess countywide food access needs

NEW COMMUNITY PARTNERSHIPS

TEHAMA COUNTY
CANCER PREVENTION
COLLABORATIVE

TEHAMA COUNTY CANCER PREVENTION COLLABORATIVE (TCCPC) EFFORTS TO DATE

April 2024: University of California Davis connected with University of California Agriculture and Natural Resources (UC ANR) based on concern of high cancer rates in the county.

July 2024: UC ANR started county focused conversations with Tehama County Health Services Agency Public Health to identify ways to address the concern. Timing was great as we had recently completed our Health Assessment and had concerns about rates. This kicked off a series of planning meetings with both Universities.

November 2024: Hosted first of two countywide dinner discussions with medical providers, clinics and the hospital to share data and identify patient trends, barriers and current screening practices.

March 2025: Hosted the second dinner to review health system data and identify a focus (Human Papillomavirus (HPV) Vaccine and Colon Cancer Screening.

March 2025-present: deeper dive via one-on-one meetings and key informant interviews with medical providers to better understand challenges and opportunities. Agreement on plan of direction and development of marketing and educational materials.

April 2026: Be on the lookout for us at the Chili Cook Off!

TEHAMA COUNTY HEALTH SERVICES AGENCY PUBLIC HEALTH

- Developed mission, vision and value statements for the department
  - **Vision**: A robust, nimble health department that empowers individuals to cultivate a thriving, united and healthy community.
  - **Mission**: We promote, create and sustain healthy environments that foster human flourishing
  - **Values**: Health, Prevention, Innovation, Courage, Trust
- 2025 Public Health Strategic Plan Completed
- 2025 Accreditation Readiness Assessment Completed

Tehama County

Agenda Request Form

File #: 26-0389 **Agenda Date:** 3/24/2026 **Agenda #:** 27.

CLOSED SESSION

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

Title: Senior Deputy County Counsel

Financial Impact:
Click here to enter Financial Impact.

Background Information:
Click here to enter Background Info.

Docusign Envelope ID: 905CDBFA-8D5E-45DE-B263-B63DC9BF014B

Tehama County

Minutes Certification

File Number: 25-0874 **Enactment Number: MISC. AGR 2025-152**

8. HEALTH SERVICES AGENCY / MENTAL HEALTH 25-0874

a) AGREEMENT- Request approval and authorization for the Executive Director and Chairperson to sign the Amendment No. 1 to the Participation Agreement (Misc. Agreement #2023-333) with the California Mental Health Services Authority (CalMHSA) for the purpose of utilizing psychiatric hospital beds at the Department of State Hospitals (DSH), thereby amending the maximum compensation not to exceed $4,206, effective 7/1/23 and shall be extended through 6/30/26

Enactment No: MISC. AGR 2025-152

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

RESULT: APPROVE

I, SEAN HOUGHTBY, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on 6/10/2025.

Attest: **June 13, 2025**

Date Certified

Docusign Envelope ID: 905CDBFA-8D5E-45DE-B263-B63DC9BF014B

4650-SHB-2023-TC-AM1
State Hospital Beds Program
Tehama County
February 14, 2025

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY

PARTICIPATION AGREEMENT AMENDMENT NO. 1

State Hospital Beds Program ("Program")

This Agreement Amendment No. 1 ("Amendment No. 1") amends Agreement No. 4650-SHB-2023-TC ("Agreement"), a contract by and between the California Mental Health Service Authority ("CalMHSA") and Tehama County ("Participant"). This Amendment shall be effective upon execution by both parties.

Modified Program Term: This Amendment No. 1 modifies the Program Term end date from June 30, 2025 to June 30, 2026.

Modified Program Funding: This Amendment No. 1 adds $1,402 in funding for the Modified Program Term, which will be invoiced by CalMHSA on July 1, 2025 and due within 30 days of receipt of the invoice.

All other terms or provisions in the Agreement not amended by this Amendment No. 1 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby confirm acceptance of the terms of this Amendment No. 1 by causing their duly authorized officers or representatives to execute this Amendment No. 1 as set out below.

PARTICIPANT: TEHAMA COUNTY

Signed: _____ Name (Printed): MATTHEW HANSEN

Title: Chair, Board of Supervisors Date: 06/10/2025

Signed: _____ Name (Printed): _____

Title: County Counsel Date: _____

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

Title: Executive Director Date: 6-10-25

CalMHSA

DocuSigned by:

Signed: _____ Name (Printed): Dr. Amie Miller, Psy.D., LMFT
82E9EFBAB7CC446...

Title: Executive Director Date: 6/17/2025

Docusign Envelope ID: 905CDBFA-8D5E-45DE-B263-B63DC9BF014B

E-Contract Review
Approval as to Form

Department Name: Health Services Agency

Vendor Name: CalMHSA

Contract Description: For the purpose of participation of the State Hospital Bed Program

APPROVED AS TO FORM:

Date: 05/20/2025

Office of the Tehama County Counsel
Margaret Long, County Counsel

Docusign Envelope ID: 948C42E9-56EC-4586-8C52-922900239C4F

Tehama County

Minutes Certification

File Number: 25-0494 **Enactment Number: MISC. AGR 2025-070**

11. HEALTH SERVICES AGENCY / MENTAL HEALTH **25-0494**

a) AGREEMENT - Approval and authorization for the Executive Director to sign Agreement #12388-TC-Peers with the California Mental Health Services Authority (CalMHSA) for participation in the Medi-Cal Peer Support Specialist Certification program, effective upon the date of execution and shall terminate one year from execution.

Enactment No: MISC. AGR 2025-070

Approval of the Consent Agenda.

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

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

I, SEAN HOUGHTBY, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on 4/8/2025.

Attest: Deputy

April 11, 2025
Date Certified

Docusign Envelope ID: 948C42E9-56EC-4586-8C52-922900239C4F

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY

PARTICIPATION AGREEMENT
MEDI-CAL PEER SUPPORT SPECIALIST CERTIFICATION PROGRAM

COVER SHEET

Tehama County ("Participant") desires to participate in the Medi-Cal Peer Support Specialist Certification 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 the date of final signature by both parties through one year from the effective date ("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 Medi-Cal Peer Support Specialist Certification Program supports Counties in implementing the optional Medi-Cal Peer Support benefit in accordance with Department of Health Care Services ("DHCS") Behavioral Health Information Notice 21-041. CalMHSA represents Counties in the development of a uniform peer certification program that meets state requirements. For the development of the peer certification program, CalMHSA has established a uniform process that supports county reciprocity for certification. This Agreement acknowledges the Participant's involvement in this program and defines CalMHSA's role in providing Program data to the Participant on an ongoing basis.

Authorized Signatures:

CalMHSA

DocuSigned by:
Signed: Dr. Amie Miller
82E9EFBAB7CC446...
Name (Printed): Dr. Amie Miller, Psy.D., MFT

Title: Executive Director
Date: 4/23/2025

Participant: TEHAMA COUNTY

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

Title: Executive Director
Date: 3-21-25

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Participation Agreement
Attachment A – Detailed Program Description, Obligations, Restrictions

Detailed Program Description:

The Medi-Cal Peer Support Specialist Certification Program supports Counties in implementing the optional Medi-Cal Peer Support benefit in accordance with Department of Health Care Services ("DHCS") Behavioral Health Information Notice 21-041 and updated BHIIN guidance. CalMHSA represents Counties in the development of a uniform peer certification program that meets state requirements. For the development of the peer certification program, CalMHSA has established a uniform process that supports county reciprocity for certification.

CalMHSA is the certifying entity ("Certifying Entity") for Medi-Cal Peer Support Specialists. As the Certifying Entity, CalMHSA is responsible for the administrative functions of the Program. To this end, CalMHSA has established a dedicated certification website ("Website") for information about certification in California (See capeercertification.org), the development of a Certification Portal ("Portal") anchored to the Website that allows candidates to apply for certification through the Website. The Portal is instrumental in aiding CalMHSA in the collection of candidate information necessary for ensuring each candidate meets certification standards, issuing of certification, and the collection of candidate data used for program evaluation and annual reporting required set by the DHCS. Additionally, CalMHSA is responsible for the enforcement of professional standards for certification, maintaining the public-facing certification registry ("Certification Registry"), the approval of training providers, and administration of the examination for certification. Lastly, CalMHSA is responsible for conducting investigations for allegations made against a certified professional for legal and ethical violations (based on the established Code of Ethics).

Obligations:

CalMHSA shall:

- Perform administrative activities as the Certifying Entity, including, but not limited to:
  - Maintenance of the certification website (capeercertification.org);
  - Maintenance of the Portal, and an on-line application for certification;
  - Process applications to ensure candidates meet certification standard and issue certification;
  - Collect candidate information for Program evaluation and annual data reporting as required by the DHCS.
  - Enforce professional standards for certification, including conducting investigations for allegations made against a certified professional for legal and ethical violations (See Code of Ethics).
  - Maintenance of the Certification Registry;
  - Administration and scoring of the certification examination; and
  - Approve training providers.

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- Maintain current Guidelines, Standards, and Procedure Manual for Medi-Cal Peer Support Specialist Certification program.
- Apply continuous quality improvement principles to evaluate Program performance.
- Conduct quality assurance reviews of CalMHSA-approved training providers to ensure quality training.
- Maintain centralized, searchable, and publicly accessible Certification Registry.
- Compile and submit data to meet state reporting requirements, in accordance with DHCS BHINs.
- Compile and submit the following state reporting data regarding active and pending applications and certifications and send to Participants upon request via a secure DropBox link. The data request may be subject to change based on the requirements set forth by DHCS in subsequent BHINs.
    - First Name
    - Middle Name
    - Last Name
    - Application Status
    - Scholarship Status
    - Email
    - Number Of Peer Support Specialists Certified
    - Number Of Applicants That Did Not Receive Certification
    - Number Of Applicants Employed in Peer Services Prior To Certification
    - Number Of Applicants Certified in an Area of Specialization
    - Number of Certified Peers That Renewed Certification
    - Number Of Peer Supervisor Trainings Provided
    - Number of Applicants that received Certification through Grandparenting Process
    - Number Of Applicants that received Certification through State Reciprocity
    - Peer Support Specialist Demographics-Age, Gender identity, Race/ethnicity, Proficient Language
    - Number of applicants that applied for Medi-Cal Peer Support Specialist Certification through Grandparenting process
    - Data visualization of certification history over time for previous FYs.
    - Status/Health of the Program: Complaints and/or corrective actions against certified individuals

Participant shall:

- Accept files from CalMHSA using designated secure file transfer.
- Communicate all questions and concerns to CalMHSA via workforce@calmhsa.org.

Program Restrictions:

- Timelines and technical requirements may need adjusting due to unique circumstances.

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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. Participant – Any County participating in the Program either as Member of CalMHSA or under a Memorandum of Understanding with CalMHSA.

D. 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. Comply with CalMHSA's Joint Powers Agreement and Bylaws.

B. Responsibilities of Participant:

1. Provide CalMHSA and any other parties deemed necessary with requested information and assistance to fulfill the purpose of the Program.
2. Cooperate by providing CalMHSA with requested information and assistance to fulfill the purpose of the Program.
3. Provide feedback on Program performance.
4. 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. Member Cost Sharing. The withdrawal of a Participant from the Program shall not automatically terminate its responsibility for its share of the expense and liabilities of

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the Program. The contributions of current and past Participants are chargeable for their share of unavoidable expenses and liabilities arising during their participation period.

C. 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.

D. 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. 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.

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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.

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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

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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.

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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.

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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

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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

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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 knowledge 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

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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.

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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 Individuals(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

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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

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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

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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.

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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,

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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

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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

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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

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

Title: Executive Director Date: 3-21-25

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

Phone: (530) 528-3216 Email: Jayme.Bottke@tchsa.net

CONTRACTOR: CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY (CalMHSA)

Signed: DocuSigned by: Dr. Amie Miller 82E9EFBAB7CC446... Name (Printed): Amie Miller, Psy.D., MFT

Title: Executive Director Date: 4/23/2025

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Address: _1610 Arden Way, Suite 175, Sacramento, CA 95815_____ Phone: (279) 234-0700_____

Email:___amie.miller@calmhsa.org_____

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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

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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 Pl. 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.

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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 Pl. 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)

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- 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

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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 Pl. 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 PSI 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.

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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: htto://www.dhcs.ca.00v/formsandoubs/laws/priv/Pacies/DHCSBusinessAssociatesOnlv.asox

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

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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**

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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.

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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.

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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,

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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,

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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 Pl. 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

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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/DHCSBusinessAssociatesOnlv.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

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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.

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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

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.

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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

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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 PI and PII is destroyed in accordance with Attachment

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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.

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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

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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 Pl. 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

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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

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DHCS PHI to maintain retrievable exact copies of DHCS PHI or Pl. 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.

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State of California—Health and Human Services Agency
Department of Health Care Services

WILL LIGHTBOURNE
DIRECTOR

GAVIN NEWSOM
GOVERNOR

DATE: July 22, 2021

Behavioral Health Information Notice No: 21-041

TO: California Alliance of Child and Family Services
California Association for Alcohol/Drug Educators
California Association of Alcohol & Drug Program Executives, Inc.
California Association of DUI Treatment Programs
California Association of Mental Health Peer Run Organizations
California Association of Social Rehabilitation Agencies
California Behavioral Health Planning Council
California Consortium of Addiction Programs and Professionals
California Council of Community Behavioral Health Agencies
California Opioid Maintenance Providers
California State Association of Counties
Coalition of Alcohol and Drug Associations
County Behavioral Health Directors
County Behavioral Health Directors Association of California
County Drug & Alcohol Administrators
United Parents

SUBJECT: Medi-Cal Peer Support Specialist Certification Program Implementation

PURPOSE: To provide the standards for implementing the Medi-Cal Peer Support Specialist Certification Program.

REFERENCE: Centers for Medicare and Medicaid Services State Medicaid Directors Letter #07-011
Welfare and Institutions Code, Division 9, Part 3, Article 1.4, Chapter 7

BACKGROUND:
DHCS acknowledges the role that peer support specialists (hereafter referred to as "peers") can play in California's behavioral health systems, and recognizes that peers have long acted as a part of the prevention, early intervention, treatment, and recovery process for individuals living with Mental Health (MH) conditions and Substance Use Disorders (SUD)s. As individuals with either lived experience, or as the parents, caregivers and family members of individuals living with MH and/or SUD conditions,

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peers personally understand the experience of the individuals they serve and can help clarify the most effective set of services for each individual's recovery needs.

Senate Bill (SB) 803, chaptered in 2020, authorized DHCS to seek federal approvals to add peer support specialists as a Medi-Cal provider type and peer support services as a distinct service type in counties opting to participate in this program. DHCS is pursuing these federal approvals through the Medicaid waiver and State Plan Amendment processes.

SB 803 also directed DHCS to develop state standards for Medi-Cal Peer Support Specialist Certification Programs that may be implemented by counties, or county-contracted entities, who opt in to provide these programs. This certification is required for Medi-Cal reimbursement, but does not impact peer programs under other funding sources. DHCS has worked extensively with stakeholders to develop these state standards, including multiple behavioral health and peer-led associations, county partners, representatives from various non-profit organizations, representatives from peer-run organizations, existing peer support specialists, consumers, and other interested individuals.

This BHIN provides state standards for California's Medi-Cal Peer Support Specialist Certification Programs and the steps counties who opt in must take to implement these programs. Future guidance will be provided on the implementation of the Peer Support Services Medi-Cal benefit.

POLICY:
SB 803 created the statutory authority for DHCS to establish Medi-Cal statewide certification program standards while counties, or county-contracted entities, are responsible for implementing the programs at the local level. (W&I Code Section 14045.14) By July 1, 2022, DHCS must:

1. Establish statewide requirements to use in developing certification programs
2. Define the qualifications, range of responsibilities, practice guidelines, and supervision standards for peer support specialists
3. Determine the process for initial certification
4. Determine curriculum and core competencies required for certification, including areas of specialization
5. Specify peer support specialist employment training requirements
6. Establish a code of ethics
7. Determine a biennial certification renewal process, including continuing education requirements
8. Determine a process for investigation of complaints and corrective action

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9. Determine a process for an individual employed as a peer support specialist on January 1, 2022, to obtain certification
10. Determine requirements for peer support specialist certification reciprocity between counties and out of state

California Medi-Cal Peer Support Specialist Certification Program Standards

Medi-Cal Peer Support Specialist Certification Programs can be established either by counties, or an agency representing counties. The County Behavioral Health Directors' Association (CBHDA) has identified the California Mental Health Services Authority (CalMHSA) as the entity that will represent counties for the implementation of a State-approved Medi-Cal Peer Support Specialist Certification Program, to support consistency statewide.

CalMHSA, on behalf of the counties they represent, and any other counties that seek to implement their own Medi-Cal Peer Support Specialist Certification Program, must adhere to the standards set forth in Enclosure 1 of this BHIN and must submit to DHCS their application with supporting documents that will be used to implement their program in accordance with Enclosure 2.

Each Medi-Cal Peer Support Specialist Certification Program must ensure that certified peers meet the following qualifications:

1. Be at least 18 years of age.
2. Possess a high school diploma or equivalent degree.
3. Be self-identified as having experience with the process of recovery from mental illness or substance use disorder, either as a consumer of these services or as the parent, caregiver or family member of a consumer.
4. Be willing to share their experience.
5. Have a strong dedication to recovery.
6. Agree, in writing, to adhere to a code of ethics.
7. Successfully complete the curriculum and training requirements for a peer support specialist.
8. Pass a certification examination approved by DHCS for a peer support specialist.

Counties, or an agency representing a county, pursuing the development of a Medi-Cal Peer Support Specialist Certification Program will be subject to periodic reviews conducted by DHCS to ensure adherence to all federal and state requirements, and must submit annual peer support specialist program reports to the department.

Application and Submission Requirements

DHCS encourages counties to take advantage of the opportunity to work with CalMHSA for their certification programs. Any county not working with CalMHSA must notify

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DHCS by August 6, 2021. Counties can send this information to DHCS via email at Peers@dhcs.ca.gov.

CalMHSA, on behalf of counties they represent, and any other counties developing their own certification programs must apply to DHCS by submitting the documents listed in Enclosure 2, and receive approval, prior to implementing a certification program. The program plan shall include: proposed policies and procedures for a candidate's initial certification, including the training curriculum for peers and peer supervisors; the certification exam; the process for biennial and lapsed renewals; the curriculum for the identified areas of specialization; the grandparenting process for qualifying peers; the complaints and corrective actions process; and a certification fee schedule.

Medi-Cal Peer Support Specialist Certification Program plans must be in an electronic format and sent to Peers@dhcs.ca.gov. The opportunity for counties to implement a certification program will be made available annually. For FY 2021-22, counties must submit the certification plan documents prior to November 19, 2021.

List of Enclosures

1. Standards for Initial Certification, Biennial Renewal, Lapsed Certification, Areas of Specialization, Grandparenting, State/County Reciprocity, Complaints and Corrective Actions
2. Medi-Cal Peer Support Specialist Certification Program Plan Submission Requirements
3. Medi-Cal Code of Ethics for Peer Support Specialists in California
4. Practice Guidelines and Supervision Standards
5. Reporting Requirements

Sincerely,

Marlies Perez, Division Chief
Community Services Division

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ENCLOSURE 1

1. Initial Certification
2. Biennial Renewal
3. Lapsed Certification
4. Areas of Specialization,
5. Grandparenting, State/County Reciprocity
6. Complaints and Corrective Actions

1. Standards for Initial Certification of a Peer Support Specialist

For an initial certification of a peer support specialist, a Medi-Cal Peer Support Specialist Certification Program must:

A. Ensure a candidate agrees to adhere to the Medi-Cal Code of Ethics for Peer Support Specialists
B. Ensure a candidate has completed the training curriculum that includes 80 hours of training - including didactic learning
C. Ensure the candidate has passed the initial certification exam

A. Medi-Cal Code of Ethics

The Medi-Cal Code of Ethics for Peer Support Specialists is contained in Enclosure 3 and posted on the DHCS Peers webpage. DHCS will update the Code of Ethics as appropriate and certification programs must ensure that candidates agree to adhere to the most recent version posted.

B. Training Curriculum

The training curriculum must incorporate the following core competencies:

1. The concepts of hope, recovery, and wellness.
2. The role of advocacy.
3. The role of consumers and family members.
4. Psychiatric rehabilitation skills and service delivery, and addiction recovery principles, including defined practices.
5. Cultural and structural competence trainings.
6. Trauma-informed care.
7. Group facilitation skills.
8. Self-awareness and self-care.
9. Co-occurring disorders of mental health and substance use.
10. Conflict resolution.
11. Professional boundaries and ethics.
12. Preparation for employment opportunities, including study and test-taking skills, application and résumé preparation, interviewing, and other potential requirements for employment.

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13. Safety and crisis planning.
14. Navigation of, and referral to, other services.
15. Documentation skills and standards.
16. Confidentiality.
17. Digital literacy.

C. Certification Exam
Upon a candidate's completion of the training, a Medi-Cal Peer Support Specialist Certification Program must administer an examination that has been approved by DHCS. The Medi-Cal Peer Support Specialist Certification Program must provide reasonable accommodations to candidates taking the examination, as needed, including verbal testing and testing in prevalent languages.

2. *Standards for Biennial Renewal*
A Medi-Cal Peer Support Specialist Certification Program must provide a process for biennial certification renewal for certified peer support specialists. This process must include making available continued education trainings and ensuring that renewal candidates perform 20 hours of continuing education every two years. The continuing education must include updates on applicable laws and evidence based best practices. A Medi-Cal Peer Support Specialist Certification Program must also ensure that certified peer support specialists reaffirm in writing the most recent version of the Medi-Cal Code of Ethics for Peer Support Specialists in California every two years.

3. Lapsed Certification
For peer support specialists whose certification lapsed, but is still within four years of when certification renewal was due, a Medi-Cal Peer Support Specialist Certification Program must allow certification if the candidate completes 40 hours of refresher training[1], passes the Medi-Cal Peer Support Specialist Certification Program examination, and must affirm, in writing, the most recent version of the Medi-Cal Code of Ethics for Peer Support Specialists in California.

4. Areas of Specialization
A Medi-Cal Peer Support Specialist Certification Program must implement a curriculum in the area of specialization for "Parent, Caregiver, and Family Member Peers" upon implementation of the Peer Support Specialist Certification Program.

The following three areas of specialization must also be implemented by January 1, 2023:
- Crisis Services

[1] This training must still cover the core competencies, but would be a condensed version of the full 80 hour curriculum. This refresher curriculum must also be approved by DHCS.

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- Forensic (Justice Involved)
- Homelessness

These areas of specialization must be developed in addition to the requirements for certification in the core competencies, and the curriculums must be approved by DHCS.

DHCS will continue to collect information on areas of specialization that may be added at a later date. Any additional areas of specialization must be approved by DHCS.

5. Grandparenting and Out-of-State Reciprocity

For individuals who are employed as a peer as of January 1, 2022 and seek certification under these standards, known in this BHIN as grandparenting, or those individuals certified out of state and are seeking to be certified under these standards, a Medi-Cal Peer Support Specialist Certification Program must grant certification if the individual has:

Either:

- 1 year of paid or unpaid work experience (1550 hours) as a peer specialist AND 20 hours of continuing education (CEs), including law and ethics. CEs can be in relevant professional competencies obtained via relevant in-state, out of state or national educational forums.

  OR

- 1550 hours in 3 years, with 500 hours completed within the last 12 months, working as a peer specialist AND 20 hours of continuing education (CEs), including law and ethics. CEs can be in relevant professional competencies obtained via relevant in-state, out of state or national educational forums.

AND has all of the following:

- Completion of a peer training(s)
- 3 Letters of Recommendation as outlined:
  - One from a supervisor
  - One from a colleague/professional
  - One self-recommendation describing their current role and responsibilities as a peer support specialist
- Pass the Medi-Cal Peer Support Specialist Certification Program Exam

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As with the initial certification, the Medi-Cal Peer Support Specialist Certification Program must provide reasonable accommodations to the candidate as requested, including verbal testing and testing in prevalent languages.

Peers employed as a peer January 1, 2022 and seeking certification through the grandparenting process must complete or begin the process by December 31, 2022. After this date, peers seeking certification under a Medi-Cal Peer Support Specialist Certification Program must complete the initial certification process. Peers with out of state certification seeking reciprocity have no sunset date to seek certification.

6. County Reciprocity
Peer Support Specialists who are certified through a DHCS approved Medi-Cal Peer Support Specialist Certification Program will be recognized as a Certified Peer Support Specialist in all counties throughout California however, only counties electing to participate in the Medi-Cal peers benefit will have the ability to be federally reimbursed for behavioral health peer services provided to Medi-Cal beneficiaries.

7. *Complaints and Corrective Actions*
A Medi-Cal Peer Support Specialist Certification Program must also submit a process for reviewing complaints and corrective actions, including the suspension and revocation of certification, as well as the appeals process for DHCS approval. DHCS will approve processes that include the following:

- Specifications for the Medi-Cal Peer Support Specialist Certification Program to investigate submitted complaints within a specified timeframe.
- A disciplinary process for substantiated allegations that requires either education hours, suspension, and/or revocation.
- An appeal process.

Monitoring of the program will be incorporated into DHCS' current processes, including DHCS' triennial audits and the EQRO quality improvement program efforts.

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ENCLOSURE 2 – Medi-Cal Peer Support Specialist Certification Program Plan Submission requirements

Submission Package for Medi-Cal Peer Support Specialist Certification Program		
CalMHSA, on behalf of represented counties, and other counties who seek to implement a Medi-Cal Peer Support Specialist Certification Program must submit a plan for DHCS approval of how the certification program will meet all of the federal and state requirements for the certification and oversight of peer support specialists (W&I Code 14045.14 (a)(1)). Please include the signature of the authorized representative from CalMHSA, or the county Behavioral Health Director. The plan must include the following:		
☐	Initial Certification Policies And Procedures	How applicants can apply for certification and how the training curriculum and the exam will be administered.
☐	Certification Exam	The exam that applicants will be required to take. Also include the alternative ways the exam will be administered for those with difficulty taking written exams. Include accommodations that will be available for those with disabilities, or those who require translations or interpreters, including the prevalent languages in which the exam will be made available.
☐	Biennial Certification Renewal Policies And Procedures	How the program will make continuing education (CE) training available for certified peers, how certified peers can demonstrate successful completion of CE training, and how peers can submit a renewal of the Code of Ethics.
☐	Training Curriculum For: • Peer Support Specialist • Parent, Caregiver and Family Member Peers • Peer Supervisors	The curriculum for initial certification, the curriculum for lapsed certification, a curriculum for the area of specialization for parent, caregiver and family member peers, and peer supervisors.
☐	Certification Fee Schedule	Per W&I Code Section 14045.18, a participating county, or an agency representing a participating county, is authorized to establish a certification fee schedule for the purpose of supporting the activities associated with the ongoing administration of the peer support specialist certification program. Before the fee schedule may be implemented, the department shall review and either approve or disapprove the fee schedule of the participating county or an agency representing the participating county.

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☐	Grandparenting/Reciprocity Process	The policies and procedures for how an applicant can apply for certification and how the program will operationalize reviewing applications and issuing the certification.
☐	Complaints/Corrective Actions Process	The policies and procedures for how complaints will be submitted and processed, including a timeline, disciplinary actions, and appeals process.
☐	Reporting Process	The policies and procedures for the timely submission of the identified data to meet the reporting requirements.

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ENCLOSURE 3 – Medi-Cal Code of Ethics for Peer Support Specialists in California

Purpose	Peer support services are recovery-oriented and resiliency-focused services for those managing behavioral health challenges as well as the parents, family members, and caregivers that support them. Peer support services are evidence-based practices that provide role models to inspire hope, demonstrate a life of recovery and resiliency, and encourage real advocacy. This Values and Ethics document promotes a consistent message to those who are providing, receiving, and supervising services from a Peer Support Specialist. The Values and Ethics described here formalizes and advances peer support services in California's behavioral health system of care. For the purpose of this document "Peer Support Specialist" refers to anyone who is providing services in the behavioral health field using their "lived experience" to establish mutuality and build resiliency and recovery.
Values	**Ethical Standards**
Hope	Peer Support Specialists: • Inspire hope in those engaging in services by living a life of Recovery and/or Resiliency.
Person-Driven	Peer Support Specialists: • Support individuals receiving services and their support network within the context of the individual's worldview, to achieve their goals based upon their needs and wants. • Focus on self-determination, as defined by the person engaging in services, and support the person's participation in their own recovery. • Inform others about options, provide information about choices, and then respect peers' decisions. • Encourage people to look at the options, take risks, learn from mistakes, and grow toward healthy interdependence with others. • Uphold the principle of non-coercion as essential to recovery and encourage those engaging in services to make their own decisions, even when the person engaging in services is under mandated treatment. • Assist those they support to access additional resources. • Disclose lived experiences of recovery in a way that maintains the focus on and is beneficial to the person engaging in services. • Support the recovery process for the peer, allowing the person to direct their own process.

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	• Shall not force any values or beliefs onto the person engaging in services. • Recognize there are many pathways to recovery that can be very different than their own journey.
Family Driven and Child-Centered	Peer Support Specialists: • Promote the family member's ethical decision-making and personal responsibility consistent with that family member's culture, values, and beliefs. • Respect and value the beliefs, opinions, and preferences of children, youth, family members, parents, and caregivers in service planning. • Promote the family members' voices and the articulation of their values in planning and evaluating behavioral health related challenges or concerns. • Support other family members as peers with a common background and history. • Disclose personal lived experiences of building resiliency in a way that focuses on and is beneficial to the child, youth, family member, parent, or caregiver engaging in services. • Build supports on the strengths of the child, youth, family, or caregiver. • Build partnerships with others who are involved in the care of our children, youth, or adult family members. • Communicate clearly and honestly with children, youth, family members, and caregivers.
Holistic Wellness	Peer Support Specialists: • Promote the family member's ethical decision-making and personal responsibility consistent with that family member's culture, values, and beliefs. • Practice in a holistic manner that considers and addresses the whole health of those engaging in services. • Recognize the impact of co-occurring challenges (substance use, developmental and physical challenges) in the recovery resiliency journey and provide supports sensitive to those needs. • Recognize the impact of trauma on the recovery/resiliency journey and provide the support specific to those challenges. • Honor the right of persons engaging in services to choose alternative treatments and practices, including culturally-specific traditional methods, healing arts, including acupuncture and meditation, spiritual practices or secular beliefs, and harm reduction practices.
Authenticity	Peer Support Specialists: • Practice honest and direct communication in a culturally relevant manner, saying what is on their mind in a respectful way. Difficult circumstances are addressed with those who are directly involved. Direct communication

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	moves beyond the fear of conflict or hurting other people to the ability to work together to resolve challenges with caring and compassion. • Share own lived experience to provide hope and inspiration for recovery. • Practice healthy disclosure about their own experience focused on providing hope and direction toward recovery and/or resiliency. • Work within their scope of practice as defined by this Code of Ethics and their employing agency. • Remain aware of their skills and limitations, and do not provide services or represent themselves as an expert in areas for which they do not have sufficient knowledge or expertise. • Know that maintaining the authenticity and integrity of their role is critical to the effectiveness of peer support services. • Seek supervision, peer support services, and/or other contact with peer colleagues or other supports to stay within their scope of practice.
Cultural Responsiveness & Humility	Peer Support Specialists: • Acknowledge the importance of language and culture, intersecting identities, knowledge, and acceptance of dynamics of cultural differences, expansion of cultural knowledge, curiosity, and adaptation of services to meet culturally unique needs. • Strive to provide culturally responsive and relevant services to those they support. • Respect cultural identities and preferences of those engaging in services and their families and respect the right of others to hold opinions, beliefs, and values different from their own. • Shall not discriminate against others on the basis of gender, race, ethnicity, sexual orientation or gender identity, age, religion, national origin, marital status, political belief, or mental or physical differences. • Shall not discriminate against others on the basis of any other preference, personal characteristic, condition, state, or cultural factor protected under Federal, State or local law. • Seek further information, education, and training in cultural competence as necessary to assist those they support.
Respect	Peer Support Specialists: • Provide a welcoming environment for persons engaging in services. • Approach each person, youth, parent or family member with openness, genuine interest, and appreciation. • Accept each person/family and situation as unique. • Provide empathy and able to “put oneself in the other person’s shoes.” • Will make an honest effort to empathize with the emotional connection and cultural context that the persons engaging in services bring to the

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	recovery/ resiliency relationship. • View everyone as having something important and unique to contribute. • Value and treat others with kindness, warmth, dignity, and without judgment. • Accept each other and are open to sharing with people from many diverse backgrounds including ethnicity,educational levels, socio-economic background, sexual preference, and religion/spirituality. • Honor and make room for everyone's opinions and see each other as equally capable of contributing. • Demonstrate respect toward those supported, colleagues and the community. • Use language that is respectful, "person-first," and culturally mindful to, and with, those supported, colleagues and the community. • Never use language that could be construed as, or is, derogatory, insulting, or demeaning in written, electronic, or verbal communications. • Communicate with co-workers and colleagues in ways that promote hope, compassion, and solution-focused interactions.
Integrity	Peer Support Specialists: • Act in accordance with the highest standards of professional integrity. • Avoid relationships or commitments that conflict with the interests of persons engaging in services, impairprofessional judgment, imply a conflict of interest, or create risk of harm to those supported. • Conduct themselves in a way that does not jeopardize the integrity of the peer relationship. • Seek supervision to handle any real or potential conflicts when and if a dual relationship is unavoidable. • Follow organizational policies and guidelines regarding giving and receiving gifts. • Consider the cultural context and other potential considerations related to gifts. • Do not lend, give, or receive money or payment for any services to, or from, persons they support. • Demonstrate accountability in fulfilling commitments. • Resist influences that interfere with professional performance. • Shall not commit fraud, waste or abuse in the delivery of Medi-Cal services. • Cooperate with complaint investigations and supply information requested during complaint investigations unless such disclosure of information would violate the confidentiality requirements of Subpart 2, Title 42, Code of Federal Regulations.

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	• Shall not provide services under the influence of any amount of alcohol, marijuana, or illicit drugs. “Illicit drugs” means any substance defied as a drug in Section 11014, Chapter 1, Division 10, Health and Safety Code, except:
	  ○ Drugs or medications prescribed by a physician or other person authorized to prescribe drugs, in accordance with Section 4036, Chapter 9, Division 2, Business and Professions Code, and used in the dosage and frequency prescribed; or
	  ○ Over-the-counter drugs or medications used in the dosage and frequency described on the box, bottle, or package insert.
	• Shall not secure a certification by fraud, deceit, or misrepresentation. This includes, but is not limited to:
	  ○ Making a false statement on any application for certification.
	  ○ Withholding material information on any application for certification.
	  ○ Impersonating another Peer Support Specialist or permitting or allowing another person to use their certification for the purpose of providing peer support services.
	• Shall not engage in gross negligence or incompetence in the performance of peer support services. This includes:
	• Failing to maintain records consistent with sound judgement, the standards of the profession, and the nature of the services being rendered.

Advocacy	Peer Support Specialists: • Support the formulation, development, enactment, and implementation of public policies of concern to theprofession. • Demonstrate and promote activities that respect diversity. • Support and defend human rights and freedoms regardless of nationality, national origin, gender identity, ethnicity, religion or spiritual persuasion, language, disability, sexual identity, or socio-economic status. Human rights include civil and political rights, such as the right to life, liberty, and freedom of expression; social, cultural, and economic rights including the right to cultural expression, the right to have basic needs met, and the right to work and receive an education. • Advocate for inclusion of those supported in all aspects of services. • Advocate for the full involvement of those supported in the communities of their choice and will promote their value to those communities. • Understand, encourage, and empower self-advocacy. • Recognize that all individuals/families have the right to live in the safest and least restrictive, culturally congruent environment. • Strive to eliminate stigma and discrimination

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Confidentiality	Peer Support Specialists: • Respect the rights, dignity, privacy, and confidentiality of persons engaging in services at all times. • Respect the right to privacy of those supported and shall not solicit private information from those supported unless it is essential. Once private information is shared, standards of confidentiality apply. • Respect confidential information shared by colleagues in the course of their professional relationships andinteractions unless such information relates to an unethical or illegal activity. However, confidentiality should be honored when Peers are supporting clients with a substance use disorder where the illegal activity is limited to personal use of substances. • Comply with all applicable federal and state confidentiality laws and guidelines. (In accordance with Part 2, Title 42, Code of Federal Regulations and HIPAA requirements). • Discuss with persons engaging in services, and other interested parties, the nature of confidentiality andlimitations of the right to confidentiality.
Safety & Protection	Peer Support Specialists: • Never engage in romantic or sexual/intimate activities with the persons engaging in services. • Shall not provide services to individuals with whom they have had a prior romantic or sexual relationship. • Shall not engage in exploitive relationships with coworkers or those they support to further their personal,religious, political, or business interests. • Follow applicable federal, state and local laws in the prevention of harm. • Inform appropriate persons when disclosure is necessary to prevent serious, foreseeable, and imminent harm to persons served or other identifiable persons. In all instances, Peer Support Specialists should disclose the least amount of confidential information necessary to achieve the desired purpose. • Never intimidate, threaten, harass, use undue influence, physical force, or verbal abuse, or make unwarranted promises of benefits to persons engaging in services. • Recognize the unique nature of the peer relationship and seek supervision and/or peer support services, as necessary, to maintain appropriate boundaries with persons engaging in services. • Treat colleagues with respect, courtesy, fairness, and good faith, and uphold the Code of Ethics. Strive to provide a safe environment that is respectful of the impact of trauma on persons engaging in services.
Education	Peer Support Specialists:

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	• Remain current regarding new developments in recovery, resiliency and wellness theories, methods, and approaches of related disciplines/systems with whom those who are engaging in services interface. • Accept responsibility for continuing education and professional development as part of their commitment to provide quality services. • Become familiar with local resources for self-sufficiency, including benefits and employment opportunities and supportive resources for families, parents, and caregivers.
Mutuality	Peer Support Specialists: • Engage in a relationship of mutual responsibility where power is shared and the Peer Support Specialist and the persons engaging in services are equally responsible for maintaining a peer relationship that is mutually beneficial. • Take responsibility for voicing their own needs and feelings. • Make decisions in collaboration with persons served and do not make decisions for persons engaging in services. • Ensure that people give and take the lead in discussions, everyone is offered a chance to speak, and decisions are made in collaboration with one another.
Reciprocity	Peer Support Specialists: • Ensure that the relationship is reciprocal. Every participant in the peer relationship both gives and receives in a fluid, constantly changing dynamic. • Belief that peer relationships are not hierarchical; no one is more qualified, advanced, or better than another. • Learn from each other. • View asking for help as reaching across (not up nor down).
Strengths-Based	Peer Support Specialists: • Provide strength-based services acknowledging that every person has skills, gifts, and talents they can use to better their lives. • Focus on what is strong, not what is wrong. • Assist others to identify these strengths and explore how those identified strengths can be used for their benefit.
Wellness, Recovery and Resiliency	Peer Support Specialists: • Engage in and model regular self-care activities. • Communicate and behave in ways that promote wellness, recovery, and resiliency. • Use language that reflects wellness, recovery, and resiliency principles. • Shall not impose limitations on the possibility for wellness, recovery, and

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resiliency of those engaging in services.
- Recognize the importance of supportive relationships and community in wellness, recovery and resiliency and encourage persons to identify and develop natural supports.
- Promote self-sufficiency in the wellness, recovery, and resiliency journey.

Wellness is the conscious and deliberate process of creating and adapting patterns of behavior that lead to improved health in the following wellness dimensions: Emotional, Financial, Social, Spiritual, Educational/Occupational, Physical, Intellectual, and Environmental.

Recovery is a process of change through which individuals improve their health and wellness, live a self-directed life, and strive to reach their full potential. This process of change recognizes cultural diversity and inclusion and honors the different routes to resilience and recovery based on the individual and their cultural community.

Resiliency is an inner capacity that, when nurtured, facilitated, and supported, empowers individuals and communities to successfully meet life's challenges with a sense of self-determination, mastery and hope.

By signing below, I agree not to violate, or assist in or abet the violation of, or conspire to violate, any provision or term of this Code of Ethics. All Peer Support Specialists shall be notified, in writing, of any changes to this Code of Ethics.

Name (printed)

Name (signature)
Date (mm/dd/yyyy)

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Enclosure 4 – Practice Guidelines and Supervision Standards

Practice Guidelines
Counties must use the practice guidelines developed by the Substance Abuse and Mental Health Services Administration, *What are Peer Recovery Support Services*.

Supervision Standards
DHCS acknowledges the efficacy and evidenced based practice of the utilization of certified peer support specialists as supervisors of other peers. DHCS highly encourages the employment of peers as peer supervisors. However, due to the variability of counties and availability of the peer workforce, DHCS will allow the utilization of other behavioral health professionals as follows:

Peer Support Specialist Supervisors must meet at least one of the below qualifications:

- Have a Medi-Cal Peer Support Specialist Certification Program certification; have two years of experience working in the behavioral health system; and have completed a DHCS approved peer support supervisory training curriculum.
  OR

- Be a non-peer behavioral health professional (including registered & certified SUD counselors) who has worked in the behavioral health system for a minimum of two years, and has completed a DHCS approved peer support supervisory training;
  OR

- Have a high school diploma or GED, four years of behavioral health direct service experience that may include peer support services; and have completed an approved peer support supervisory training curriculum.

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ENCLOSURE 5 – Annual Reporting Requirements

California Peer Support Specialist Certification Program Annual Reporting Requirements			
Reports must reflect information on certifications occurring within a fiscal year (July 1 – June 30), and are due to DHCS by the December 31st following the end of the fiscal year. DHCS may add additional reporting requirements in subsequent years. Reports must contain the following information:			
1) Number Of Peer Support Specialists Certified:			[field]
2) Number Of Applicants That Did Not Receive Certification:			[field]
3) Number Of Applicants Employed In Peer Services Prior To Certification:			[field]
4) Number Of Applicants Certified In An Area Of Specialization:			
	a) Crisis Services	[field]	
	b) Homeless	[field]	
	c) Forensic	[field]	
	d) Parent, Caregiver and Family Member Peer	[field]	
5) Number Of Certified Peers That Renewed Certification:			[field]
6) Number Of Peer Supervisor Trainings Provided:			[field]
7) (For FY 2021-2022) Number of Applicants that received Certification through Grandparenting Process:			[field]
8) Number of Applicants that received Certification through State Reciprocity:			[field]
9) Peer Support Specialist Demographics			
	a) Age		
	i. 18-25	[field]	
	ii. 26-64	[field]	

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	iii. 65+	[field]
	b) Gender Identity	
	i. Male	[field]
	ii. Female	[field]
	iii. Non-binary	[field]
	c) Race/Ethnicity	
	i. American Indian/Alaskan Native	[field]
	ii. Asian/Pacific Islander	[field]
	iii. Black	[field]
	iv. Hispanic	[field]
	v. White	[field]
	vi. Not Reported	[field]
	d) Proficient Languages (multi-lingual peers may be counted under multiple fields)	
	i. Arabic	[field]
	ii. Armenian	[field]
	iii. Cambodian	[field]
	iv. Chinese (combined Cantonese or Mandarin)	[field]
	v. English	[field]
	vi. Farsi	[field]
	vii. Hmong	[field]
	viii. Korean	[field]
	ix. Russian	[field]

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	x. Spanish	[field]
	xi. Tagalog	[field]
	xii. Vietnamese	[field]

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E-Contract Review
Approval as to Form

Department Name: Health Services Agency

Vendor Name: CalMHSA

Contract Description: For the purpose of Medi-Cal Peer support participation

APPROVED AS TO FORM:

Date: 3/18/2025

Office of the Tehama County Counsel
Margaret Long, County Counsel