

**LEASE AGREEMENT
BETWEEN THE COUNTY OF TEHAMA
AND
ROY MITCHELL AND CARL MITCHELL**

General Provisions and Definitions:

This lease is made and entered into by and between Roy Mitchell and Carl Mitchell, referred to herein as “LESSOR,” and the TEHAMA COUNTY HEALTH SERVICES AGENCY, referred to herein as “LESSEE.”

LESSOR, for and in consideration of the rent to be paid by LESSEE, hereby leases to LESSEE, and LESSEE agrees to lease from LESSOR, subject to the conditions set forth herein, the real property and improvements referred to herein as the “Premises.”

“Premises” as used herein shall refer to that certain parcel of real property and residence located thereon, situated in the County of Tehama, City of Red Bluff, 2135 Gentry Way, Red Bluff, CA 96080.

ARTICLE 1. TERM OF LEASE

Section 1.01 – Original Term: This lease shall be for an “Original Term” of three (3) years, commencing at 12:00 a.m. on July 1, 2025 (the “effective date”), and ending at 11:59 p.m. on June 30, 2028, unless terminated earlier, or extended, pursuant to the provisions of this lease.

Section 1.02 – Holding Over: In the event LESSEE holds over and continues in possession of the Premises after expiration of the term of the lease, LESSEE’S continued occupancy of the Premises shall be considered a month-to-month tenancy subject to all the terms and conditions of this lease.

ARTICLE 2. RENT / DEPOSITS

Section 2.01 – Monthly Rent: LESSEE agrees to pay to LESSOR a fixed Monthly Rental Sum for the use and occupancy of the Premises, as set forth below:

- (a) LESSEE shall pay to LESSOR the Monthly Rental Sum of \$2,000.00 (Two Thousand Dollars and no cents) throughout the Original Term of the lease,
- (b) Rent shall be due on the first of each month, commencing July 1, 2025, and each month thereafter, payable in monthly installments. Rental payments shall be made to the LESSOR at the following address (unless LESSEE is notified otherwise in writing): 4517 Ashcrott Avenue, Sacramento, CA, 95841.

ARTICLE 3. USE OF PREMISES / COMMON AREAS

Section 3.01 – Permitted Use: During the term of this lease, the Premises may be used by LESSEE for any use which complies with the applicable zoning. Without limiting the generality of the foregoing, LESSEE intends to use the premises for purposes of providing “supportive housing” in accordance with Tehama County’s Mental Health Plan, Welfare and Institutions Code section 5671, subdivision (d), and Health and Safety Code section 1504.5. “Supportive

housing” shall mean the provision of a shared, semi-supervised, independent, but structured living arrangement for clients of LESSEE that complies with the foregoing provisions of law. LESSEE may, in furtherance thereof, sublease all or any part of the premises to clients of LESSEE who are participating in the supportive housing programs.

LESSORS hereby acknowledge that the leased premises, and the residence thereon, are intended for the occupation of human beings. LESSORS represent and warrant that said premises are habitable and are fit for the aforesaid use. Without limiting the applicability or effect of any other law relating to the relationship of LESSORS and LESSEE, LESSORS shall have the obligations set forth in Civil Code section 1941, which provides that:

The lessor of a building intended for the occupation of human beings must, in the absence of an agreement to the contrary, put it into a condition fit for such occupation, and repair all subsequent dilapidations thereof, which render it untenable, except such as are mentioned in section nineteen hundred and twenty-nine.

Section 3.02 – Waste or Nuisance: LESSEE shall not commit or permit the commission by others of any waste on the Premises. LESSEE shall not maintain or commit, or permit the maintenance or commission of any nuisance as defined in Civil Code section 3479 on the Premises, and LESSEE shall not use or permit the use of the Premises for any unlawful purpose. LESSEE shall be responsible for the legal disposal of any hazardous substances generated or kept on the premises.

Section 3.03 – Compliance with Laws: LESSEE shall, at LESSEE’S own cost and expense, comply with all statutes, ordinances, regulations and requirements of all governmental entities, both federal and state, and county or municipal, including those requiring capital improvements to the Premises, including but not limited to all improvements relating to LESSEE’S use and occupancy of Premises and those not relating to occupancy, whether those statutes, ordinances, regulations and requirements are now in force or are subsequently enacted.

ARTICLE 4. UTILITIES / JANITORIAL AND TAXES

Section 4.01 – Utilities/Janitorial: LESSEE shall pay all utility costs for electricity, telephone, gas, water, sewer, garbage pickup and disposal, and other public utilities for the Premises, and all costs for janitorial and pest control services, during the term of this lease. All such charges shall be paid by LESSEE directly to the providers of the services and shall be paid as they become due and payable, but in any event, before delinquency.

Section 4.02 – Real Property Taxes: All real property taxes and assessments levied or assessed against the Premises by a governmental entity, including any special assessments imposed on or against the Premises for the construction or improvement of public works in, on or about the Premises shall be paid, before they come delinquent, by LESSOR.

ARTICLE 5. ALTERATIONS AND REPAIRS

Section 5.01 – Condition of Premises: LESSOR represents and warrants that, upon commencement of LESSEE’S occupancy hereunder, the Premises shall be in good, clean, safe, and rentable condition suitable for LESSEE’S use. LESSOR represents and warrants that as of the commencement date of this lease, the leased premises do not violate any recorded covenants or restrictions, or any applicable building codes, regulations, or ordinances in effect on that date, and do not contain any hazardous substances.

Section 5.02 – Maintenance by Lessor: LESSOR shall be responsible for all non-basic maintenance, repair and upkeep of the entire Premises, including without limitation, the building and improvements, and equipment and fixtures attached thereto. Such responsibility shall include, without limitation, the following:

- (a) The structural parts of the building and other improvements in which the Premises are located, which structural parts include the foundations, bearing and exterior walls, subflooring, and roof;
- (b) The exposed and unexposed electrical, plumbing, and sewage systems, including, without limitation, those portions of the systems lying outside the Premises;
- (c) Window frames, gutters, and down spouts on the building and other improvements in which the Premises are located;
- (d) Heating, ventilating, and air-conditioning systems (HVAC);
- (e) Fire suppression sprinklers servicing the Premises as may be required by building code;
- (f) Carpet and flooring; and

In case of emergency, LESSOR will immediately make appropriate repairs under this Section 5.02 to protect persons and property. If the LESSOR does not take the necessary steps, LESSEE will have the right to repair or contract to repair and to be reimbursed by LESSOR. If the full amount of the reimbursement is not delivered by LESSOR to LESSEE within ten (10) days after LESSEE'S delivery to LESSOR of a written statement or bill evidencing the cost of the repair, LESSEE will have the right to deduct the cost of repair from the next monthly rent payment. As used herein, "emergency" shall mean any condition that may cause irreparable harm to personal property, real property, or fixtures attached to real property if not immediately repaired, or any condition that poses an immediate threat to the health or safety of an occupant.

Except for cases of emergency, LESSOR will make all repairs as soon as is possible. In the event LESSOR has not made a repair referred to in a written notice from LESSEE to LESSOR within thirty (30) days after date of notice, LESSEE will have the right to repair or contract to repair and be reimbursed by LESSOR. If the full amount of the reimbursement is not delivered by LESSOR to LESSEE within ten (10) days after LESSEE'S delivery to LESSOR of a written statement or bill evidencing the cost of the repair, LESSEE will have the right to deduct the cost of repair from the next monthly rent payment.

Section 5.03 – Maintenance by Lessee: LESSEE shall be responsible for basic maintenance on the Premises, such as light bulbs, carpet cleaning, restroom cleaning, etc., normal wear and tear excepted.

Section 5.04 – Prevailing Wage: LESSOR 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 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, LESSOR agrees to fully comply with and to require its

subcontractors to fully comply with such Prevailing Wage Laws, to that extent that such laws apply. If applicable, LESSEE 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. LESSOR shall defend, indemnify and hold the County of Tehama, 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 LESSOR or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, LESSOR specifically acknowledges that LESSEE 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, LESSOR hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

LESSOR 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 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, LESSOR acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Section 5.05 – Alterations/Liens: LESSEE shall not make or permit any other person to make any alterations to the Premises or to any improvements on the Premises without the prior written consent of LESSOR. LESSOR shall not unreasonably withhold this consent. LESSEE shall keep the Premises free and clear from any and all liens, claims, and demands for work performed, materials furnished or operations conducted on the Premises at the instance or request of LESSEE.

Section 5.06 – Entry by Lessor: LESSOR and its agents shall have the right to enter the Premises at all reasonable times as scheduled with LESSEE (and at any time during an emergency) for all of the following purposes: inspection of the Premises, repairs required of LESSOR, inspection to assure that LESSEE is complying with the terms of this lease, and for the purpose of doing other lawful acts that may be necessary to protect LESSOR'S interest in the Premises or for the purpose of performing LESSOR'S duties under this lease. LESSOR shall have the right to place upon Premises any common "To Let" or "For Lease" signs at any time within sixty (60) days prior to expiration of this lease, and to permit persons desiring to lease the same to inspect the Premises thereafter at a reasonable time as scheduled with LESSEE.

ARTICLE 6. INDEMNITY AND INSURANCE

Section 6.01 – Lessor / Lessee Indemnification: LESSEE shall hold LESSOR harmless for all damages to any person or property occurring in, on or about the Premises and arising out of LESSEE'S use and occupation of said Premises, except that LESSOR shall be liable to LESSEE and shall hold LESSEE harmless for damages resulting from the acts or omissions of LESSOR or its authorized representatives.

Section 6.02 – Lessee Public Liability Insurance: LESSEE at its cost shall maintain public liability and property damage insurance, or participation in a self-insurance program, against claims for personal injury, death or property damage arising out of and in connection with

LESSEE'S use or occupancy of the premises, with a single combined limit of not less than one million dollars (\$1,000,000.00).

Section 6.03 – Lessor's Property Insurance: LESSOR shall maintain on the building and other improvements that are a part of the Premises a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements, to the extent of the full replacement value. The parties acknowledge and agree that this policy shall be for the mutual benefit of LESSOR and LESSEE.

Section 6.04 – Release and Waiver of Subrogation: LESSOR hereby releases LESSEE and its elected officials, officers, employees, agents, volunteers, and invitees from any claims for damage to any person or property of LESSOR about the Premises that are caused by or result from risks insured against under any insurance policies carried by LESSOR. LESSOR further agrees that LESSEE shall not be liable to LESSOR for any damage caused by fire or any of the risks insured against under any insurance policy and LESSOR shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against LESSEE in connection with any covered damage.

Section 6.05 – Authorization to Insurance Companies to Release Information: By its signature on this lease, LESSEE hereby authorizes any insurer providing insurance on the Premises or relating to the Premises to release to LESSOR any and all information concerning the nature and extent of such insurance coverage. By its signature on this lease, LESSOR hereby authorizes any insurer providing insurance on the Premises or relating to the Premises to release to LESSEE any and all information concerning the nature and extent of such insurance coverage.

ARTICLE 7. SIGNS AND TRADE FIXTURES

Section 7.01 – Installation and Removal of Trade Fixtures: LESSEE shall have the right at any time and from time to time during the term of this lease, at LESSEE'S sole cost and expense, to install and affix in, to or on the Premises any items, including fixtures, which are reasonably necessary to the performance of the activities for which the Premises are leased. LESSOR'S right of pre-approval of alterations as previously stated in this lease shall not be unreasonably withheld, and the discretion of LESSEE in design shall be honored.

Section 7.02 – Unremoved Trade Fixtures: Upon termination or expiration of this lease, any additions or fixtures described in Section 7.01 that are not removed from the Premises by LESSEE shall be deemed abandoned by LESSEE and shall automatically become the property of LESSOR as owner of the real property to which they are affixed. This provision does not negate the right of LESSOR to insist that such additions or fixtures be removed by LESSEE, and a written demand by LESSOR to LESSEE within thirty (30) days of lease termination shall require LESSEE to remove and repair.

ARTICLE 8. DESTRUCTION OF PREMISES

Section 8.01 – Lessor's Obligation to Repair: Except as otherwise provided in Section 8.02 below, if at any time during the term of this lease the building on the Premises is damaged or destroyed by any cause, LESSOR shall promptly repair, restore or rebuild the building to substantially the same condition as the building was delivered to LESSEE at the commencement of this lease (i.e., exclusive of LESSEE fixtures and equipment). LESSOR shall have the obligation to repair, restore or rebuild described in this section whether or not the insurance proceeds paid to LESSOR are sufficient to cover the total cost of repair, restoration or

rebuilding. LESSOR shall commence repair, restoration or rebuilding, as appropriate, not later than sixty (60) days after occurrence of the event causing damage or destruction, and shall cause construction to be completed not later than eight (8) months after the occurrence of the event causing damage or destruction. In the event LESSOR does not commence or complete construction within the time periods described in this section, LESSEE shall have the right to terminate this lease by giving LESSOR written notice within thirty (30) days after expiration of either time period.

Section 8.02 – Lessor’s Right to Terminate Lease: Notwithstanding Section 8.01, LESSOR shall have the right to terminate this lease and shall have no obligation to repair, restore or rebuild the Premises or the building under any of the following circumstances:

- (a) Damage or destruction from an insured casualty when the damage or destruction cannot reasonably be repaired, restored or rebuilt within the period required by Section 8.01.
- (b) Damage or destruction from an uninsured casualty when the cost of repair, restoration or rebuilding exceeds a total of one-third (33.33%) of the then-replacement cost of the building.
- (c) Damage or destruction from an uninsured casualty occurring during the last two (2) months of the term of this lease.

If LESSOR elects to terminate this lease under any of the above circumstances, LESSOR shall give written notice to LESSEE no later than sixty (60) days after occurrence of the casualty.

Section 8.03 – Abatement of Rent: If damage or destruction to the Premises renders the operation of LESSEE’S business at the Premises impossible and LESSEE, in fact, ceases to operate its business at the Premises, the rent required under this lease shall abate during the period in which LESSOR is required to perform repairs or restoration, or to rebuild. In the event LESSEE is able to continue partial operation of its business, rent shall be reduced during the period of repair in proportion to the interference the repairs, restoration or rebuilding cause to LESSEE’S ability to conduct its business on the Premises.

ARTICLE 9. DEFAULT, ASSIGNMENT, AND TERMINATION

Section 9.01 – Restriction Against Subletting or Assignment: Except as provided herein, LESSEE shall not encumber, assign or otherwise transfer this lease, any right or interest in this lease, or any right or interest in the Premises or any of the improvements that may now or hereafter be constructed or installed in, on or about the Premises without first obtaining the express written consent of LESSOR. Except as otherwise provided herein, LESSEE shall not sublet the Premises or any part of the Premises or allow any other person, other than LESSEE’S agents, clients, servants, employees, invitees and guests, to occupy the Premises or any part of the Premises without the prior written consent of LESSOR. A consent by LESSOR to one assignment, one subletting, or one occupation of the Premises by another person shall not be deemed to be a consent to any subsequent assignment, subletting, or occupation of the Premises by another person. Except as provided herein, any encumbrance, assignment, transfer, or subletting without the prior written consent of LESSOR, whether voluntary or involuntary, by operation of law or otherwise, is void and shall, at the option of LESSOR, terminate this lease. The consent of LESSOR to any assignment of LESSEE’S interest in this lease or the subletting by LESSEE of the Premises or parts of the Premises shall not be unreasonably withheld. Notwithstanding any other provision of this lease, LESSEE may, in LESSEE’S sole discretion, assign or otherwise transfer this lease and all rights, interests, duties and obligations hereunder to the State of California or the County of Tehama.

Section 9.02 – Default: LESSOR shall notify LESSEE in writing of any default under this lease, and LESSEE shall have ten (10) working days from receipt of the notice to cure such default, unless the default is of such a nature that it cannot be cured within ten (10) days, in which case LESSEE shall commence to cure the default within thirty (30) days of receipt of the notice and shall proceed with reasonable diligence and good faith to cure the default. In the event LESSEE does not cure the default, LESSOR shall have the right to terminate this lease and all rights of LESSEE hereunder by giving thirty (30) days written notice of the termination. No act of LESSOR shall be construed as terminating this lease or LESSEE'S obligations hereunder except written notice given by LESSOR to LESSEE advising LESSEE that LESSOR elects to terminate the lease. In the event LESSOR elects to terminate this lease, LESSOR may recover from LESSEE any unpaid rent that had been earned at the time of termination of the lease. In the event that LESSOR does not give written notice and elect to terminate the lease within thirty (30) days of knowledge of a default, LESSOR shall make the Premises available for LESSEE'S use as set forth herein until expiration of the current term, and LESSEE shall make all payments due hereunder until expiration of the current term, subject to Sections 9.03 and 9.04.

Section 9.03 – Termination of Lease: Lessee may terminate this lease without cause upon thirty (30) days' written notice. Notwithstanding any other provision of this Lease, Lessee may terminate this lease immediately, without cost or penalty, should the Tehama County Board of Supervisors decline to appropriate or allocate sufficient funds for this lease in any fiscal year or reduces any such appropriation or allocation previously made. In the event Lessee elects to terminate this lease under this Section, Lessor may recover from Lessee any unpaid rent that had been earned at the time of termination of the lease. Lessee's right to terminate this lease may be exercised by the Executive Director.

Section 9.04 – Waiver of Breach: The waiver by LESSOR of any breach by LESSEE of any of the provisions of this lease shall not constitute a continuing waiver or a waiver of any subsequent breach by LESSEE, either of the same or another provision of this lease.

Section 9.05 – Lessor's Failure to Deliver Possession: If LESSOR is unable to deliver possession of the Premises to LESSEE for any reason not within LESSOR'S control, including but not limited to partial or complete destruction of the Premises, LESSEE will have the right to terminate the lease upon proper notice. In such event, LESSOR'S liability to LESSEE will be limited to the return of all sums previously paid by LESSEE to LESSOR.

Section 9.06 – Surrender of Premises: On expiration or earlier termination of this lease, LESSEE shall promptly surrender and deliver the Premises to LESSOR in as good condition as they are now at the effective date of this lease, excluding reasonable wear and tear and repairs required to be made by LESSOR under this lease. Not later than the last day of the term of the lease, LESSEE shall, at LESSEE'S expense, remove all personal property of LESSEE, including trade fixtures, cabinet work, movable paneling, partitions, etc., and repair all injury done by or in connection with the installation or removal of property and improvements.

ARTICLE 10. MISCELLANEOUS

Section 10.01 – Force Majeure—Unavoidable Delays: If the performance of any act required by this lease to be performed by either LESSOR or LESSEE is prevented or delayed by reason of an act of God, strike, lockout, labor troubles, inability to secure materials, restrictive governmental laws or regulations, or any other cause except financial inability that is not the

fault of the party required to perform the act, the time for performance of the act will be extended for a period equivalent to the period of delay, and performance of the act during the period of delay will be excused. However, nothing contained in this section shall excuse the prompt payment of rent by LESSEE as required by this lease or the performance of any act rendered difficult solely because of the financial condition of the party required to perform the act.

Section 10.02 – Eminent Domain: If any part of the Premises, or any other part of the building in which the Premises are located, shall be taken by eminent domain, and if said taking substantially interferes with LESSEE'S use and enjoyment thereof as provided for herein, and if LESSEE so decides, this lease shall terminate on the date when the title vests pursuant to such taking. The rent shall be apportioned as of the termination date, and any rent paid for a period beyond that date shall be repaid to LESSEE. LESSEE shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but LESSEE may file a claim for any taking of fixtures and improvements owned by LESSEE.

Section 10.03 – Notices: Except as otherwise expressly provided herein or by law, any and all notices or other communications required or permitted by this lease or by law to be served on or given to either party to this lease by the other party to this lease shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom they are directed, or, in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, and addressed as follows:

LESSOR

Roy Mitchell and Carl Mitchell
4517 Ashcrott Avenue
Sacramento, CA 95841

LESSEE

Tehama County Health Services Agency
Attn: Executive Director
P.O. Box 400
Red Bluff, CA 96080

Either party, LESSEE or LESSOR, may change its address for the purpose of this section by giving written notice of that change to the other party in the manner provided in this section. Any notice period provided for in this lease is extended by five (5) days when notice is mailed and not personally delivered.

Section 10.04 – Binding on Heirs and Successors: This lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of LESSOR and LESSEE, but nothing in this section shall be construed as a consent by LESSOR to any assignment of this lease or any interest therein by LESSEE except as provided in Section 9.01 of this lease.

Section 10.05 – Partial Invalidity: If any provision of this lease is held by a court of competent jurisdiction to be either invalid, void or unenforceable, the remaining provisions of this lease shall remain in full force and effect unimpaired by the holding.

Section 10.06 – Sole and Only Agreement/Modification: This instrument constitutes the sole and only agreement between LESSOR and LESSEE respecting the Premises, the leasing of the Premises to LESSEE, or the lease term created under this lease, and correctly sets forth the obligations of LESSOR and LESSEE each to the other as of its effective date. Any agreements or representations respecting the Premises or their leasing by LESSOR to LESSEE not expressly set forth in this instrument are null and void.

The terms of this lease may not be modified by oral agreement. No modification of this lease shall be valid unless it is in writing and signed by both parties.

Section 10.07 – Time of Essence: Time is expressly declared to be of the essence by both parties.

Section 10.08 – Use of Gender/Plural/Person: In this lease the neuter gender includes the feminine and masculine; and the singular number includes the plural; and the word “person” includes corporation, partnership, firm, or association wherever the context requires.

Section 10.09 – Law and Venue: This lease 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.

Section 10.10 – Subordination: This lease is, and shall be, subordinate to all existing and future liens and encumbrances against the property.

Section 10.11 – Confidentiality: Notwithstanding any other provision of this lease, LESSOR agrees to protect the confidentiality of any and all LESSEE patient or client information with which the LESSOR may come into incidental contact with in the process of performing its duties and responsibilities hereunder. LESSOR shall not retain, copy, use or disclose any such information in any manner or for any purpose. Violation of the confidentiality of patient or client information may, at LESSEE’S option, be considered a material breach of this lease by LESSOR, and upon such violation LESSEE may terminate this lease or pursue any other remedy provided for hereunder or by law.

Section 10.12 – Authority: Each party executing this lease and each person executing this lease 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.

Section 10.13 – Code of Conduct: LESSORS shall comply with the Tehama County Health Services Agency’s 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.

2135 Gentry Way, Red Bluff

IN WITNESS WHEREOF, the parties hereto have executed, or have caused to be executed by their duly authorized official or agent, this lease agreement on the respective dates indicated below:

EXECUTED AT RED BLUFF, CALIFORNIA.

LESSOR:

EXECUTED ON 5/28/25 by Lessor.

Roy Mitchell
ROY MITCHELL

Carl Mitchell
CARL MITCHELL

LESSEE:

EXECUTED ON 6-6-25 by Lessor

Jayne S. Bottke
JAYME S. BOTTKE, EXECUTIVE DIRECTOR
Tehama County Health Services Agency